
MASTER SERVICES AGREEMENT

by and between

Hilton Domestic Operating Company Inc.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

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MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into effective March 1, 2023 (the “**Effective Date**”) by and between Hilton Domestic Operating Company Inc., a Delaware corporation having a principal place of business at 7930 Jones Branch Drive, McLean, Virginia 22102 (“**Hilton**”), and Pinnacle Communications Corporation, a Maryland corporation having a principal place of business in Germantown, Maryland (“**Supplier**”).

WHEREAS, Hilton and Supplier have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this Agreement; and

WHEREAS, Hilton desires to procure from Supplier, and Supplier desires to provide to Hilton and the other Eligible Recipients, certain services, on the terms and conditions set forth in the Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) hereby agree as follows:

1. STRUCTURE OF FRAMEWORK AGREEMENT AND SUPPLEMENTS

1.1 Framework Approach.

- (a) **Master Services Agreement.** The body of this agreement (*i.e.*, the introductory paragraph through Article 21) and all exhibits and annexes hereto (the “**Master Services Agreement**” or “**MSA**”) sets forth terms and conditions pursuant to which the Parties may enter into supplementary agreements for the provision of Services.
- (b) **Supplements and Work Orders.** To the extent the Parties desire to enter into an agreement for Supplier to perform Services, the Parties shall execute a supplement to this MSA, a form for which is set forth in Annex 1. Each supplement, together with any Work Orders, exhibits, schedules, attachments, appendices or annexes thereto, shall be referred to as a “**Supplement**.” After execution of a Supplement, the Parties may add Services to be provided under such Supplement by executing a work order referring to such Supplement (each, together with any schedules, exhibits, attachments, appendices or annexes thereto, a “**Work Order**”). Supplements and Work Orders are not binding on the Parties until fully executed by authorized representatives of each Party.
- (c) **Relationship of the Master Services Agreement and Supplements.** The term “**Agreement**” means, collectively, the MSA and the Supplements. Unless and to the extent expressly excluded in a particular Supplement, all of the terms and conditions of this MSA shall be deemed to be incorporated into such Supplement. The terms and conditions of a particular Supplement (including incorporated MSA terms and conditions as such terms and conditions may have been modified for such Supplement), apply only to such Supplement unless otherwise expressly provided. For example, a pricing term in Exhibit A-4 to Supplement A shall not apply to Supplement B unless otherwise expressly agreed, but a pricing term in Exhibit 4, unless expressly excluded in a particular Supplement, shall apply to all Supplements. With respect to Participating Entities contracting with Provider, the “**Agreement**” will also include the Participation Agreement between such Participating Entity and the Supplier.
- (d) **References.** References to an Exhibit, Schedule, Attachment, Appendix or Annex include all documents subsidiary to such document. Unless otherwise specified, a reference within an Exhibit, Schedule, Attachment, Appendix or Annex without reference to another document shall be deemed to be a reference to such Exhibit, Schedule, Attachment, Appendix or Annex. An Eligible Recipient or an Affiliate of Supplier that enters into a Supplement, Work Order or Companion Agreement shall be considered “Hilton” or “Supplier”, respectively, for purposes of this MSA, as incorporated into such Supplement, Work Order or Companion Agreement.

1.2 Definitions.

Except as otherwise expressly provided in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in **Exhibit 1**.

2. CONTRACT DOCUMENTS.

2.1 Associated Contract Documents.

This MSA includes each of the following Exhibits, Attachments and Annexes, all of which are incorporated into this MSA by this reference.

Exhibit 1	Definitions
Exhibit 2	Hilton Requirements
Attachment 2-A	Insurance Requirements
Attachment 2-B	Hilton Policies
Exhibit 3	Service Level Methodology
Exhibit 4	Pricing and Financial Provisions
Exhibit 5	Human Resources Provisions
Exhibit 6	Governance
Exhibit 7	Direct Hilton Competitors
Exhibit 8	Disengagement Services
Exhibit 9	Specific Laws and Regulations
Annex 1	Form of Supplement
Annex 2	Form of Companion Agreement
Annex 3	Form of Participation Agreement

2.2 Companion Agreements.

- (a) At Hilton's request, Supplier shall enter into, or cause Supplier Affiliates to enter into, one or more companion agreements in the form of **Annex 2** with non-U.S. Entities that are Eligible Recipients for the purpose of memorializing the implementation of this Agreement and the applicable Supplement (each, a "**Companion Agreement**"). All Services shall be provided by Supplier or the applicable Affiliate of Supplier pursuant to this Agreement or an executed Companion Agreement. Unless and to the extent an individual Companion Agreement expressly provides otherwise, each Companion Agreement shall incorporate by reference the terms and conditions of this Agreement and shall not be construed as altering or superseding the rights and obligations of the Parties under this Agreement.
- (b) Supplier shall be fully responsible and liable for all obligations of itself or any Supplier Affiliate under a Companion Agreement, and Hilton shall have the same rights under this Agreement if an event or circumstance (e.g., bankruptcy) occurs with respect to a Supplier Affiliate that is a party to a Companion Agreement, that it would have if such party were Supplier.
- (c) The Supplier Account Manager (and his or her designee(s)) and the Hilton Relationship Manager (and his or her designee(s)) shall remain responsible for the administration of this Agreement and the individual Companion Agreements on a day-to-day basis on behalf of Supplier and Hilton respectively and shall each provide recommendations to his or her respective Party's authorized representative to amend, modify, change, waive or discharge their rights and obligations under this Agreement or such Companion Agreements as appropriate.
- (d) Notwithstanding anything to the contrary in any Companion Agreement, any and all disputes arising under or relating to any Companion Agreement shall be subject to the provisions of **Article 19** Error! Reference source not found., and under no circumstances shall Hilton or any other Eligible Recipient, on the one hand, or Supplier, any Supplier Affiliate, on the other hand, bring or attempt to bring any claim or other action arising under or relating to any Companion Agreement or this Agreement except as provided in **Section 19.5**. In addition, Hilton shall have the right to enforce this Agreement (including the terms of all Companion Agreements) on behalf of each Eligible Recipient that enters into a Companion Agreement,

and all other rights, remedies, privileges and powers (including monetary damages) of each Eligible Recipient, to the same extent as if Hilton were such Eligible Recipient, subject to the limitations of liability applicable under this Agreement. Supplier shall have the right to enforce this Agreement (including the terms of all Companion Agreements) on behalf of each Affiliate of Supplier that enters into a Companion Agreement, and all other rights, remedies, privileges and powers (including monetary damages) of each Affiliate of Supplier, to the same extent as if Supplier were such Affiliate, subject to the limitations of liability applicable under this Agreement.]

2.3 Participation Agreements

- (a) Hilton may want one or more members of the Hilton Group to be able to contract directly with Supplier for Services under the same terms and conditions as are contained in this Agreement. Supplier will provide those Services to any Hilton Affiliate that executes with Supplier a Participation Agreement in the form attached as **Annex 3 – Form of Participation Agreement** (the “**Participation Agreement**”) pursuant to **Section 2.3(b)** below. The Hilton Affiliate that executes a Participation Agreement (a “**Participating Entity**”) will be solely responsible for performance of all of its obligations, including payment, under its Participation Agreement; Hilton will have no liability or obligation whatsoever in connection with any Participation Agreement including with respect to any Participating Entity’s acts or omissions under that agreement. Each Participation Agreement will incorporate this Agreement (other than Supplements that are unrelated to the services for which the Participation Agreement is being entered into) and, solely for purposes of such Participation Agreement, all references in this Agreement (i) to “Hilton” will be deemed references to the contracting Participating Entity and (ii) to “Party” and “Parties” will be deemed references to such Participating Entity and Supplier, individually and collectively, respectively.
- (b) No Participation Agreement will be binding until the Participation Agreement has been executed by the Participating Entity and Supplier.

2.4 Parent Guaranty.

The ultimate parent company of Supplier, [REDACTED], shall execute the form of guaranty attached as **Annex 7** simultaneously with the execution of this Agreement.

3. TERM.

- 3.1 Term of Agreement.** Unless otherwise terminated as set forth in **Article 20**, this MSA shall remain in effect from the Effective Date until the second anniversary of the first date on which no Supplement is then in effect between the Parties (the “**Term**”).
- 3.2 Terms of Supplements.** The term for each Supplement (each, a “**Supplement Term**”) shall be as set forth therein, unless such Supplement is terminated earlier as set forth in **Article 20** or such Supplement.
- 3.3 Extension of Supplement Terms.** Hilton may, at its sole option, by providing notice to Supplier no less than ninety (90) days prior to the expiration date of the initial Supplement Term or any extension, extend the Supplement Term of any Supplement for up to two (2) successive periods of up to one (1) year each on the same rates, charges, terms and conditions then set forth in this Agreement, including such Supplement, (each, a “**Term Extension Period**”).

4. SERVICES.

4.1 Overview.

- (a) **Services.** Supplier shall provide the following services as they may evolve or be supplemented, enhanced, modified or replaced in accordance with this Agreement (the “**Services**”) to Hilton and other Eligible Recipients and Authorized Users designated by Hilton:

- (i) The services, functions and responsibilities described in this Agreement (including the applicable Supplement); and
- (ii) The related services, functions and responsibilities performed during the twelve (12) months preceding the Commencement Date by Hilton personnel (including Hilton contractors) who were displaced or whose functions were displaced as a result of such Supplement, even if the service, function, or responsibility is not specifically described in such Supplement (provided that, in the event of a direct conflict between the description of services, functions and responsibilities in such Supplement and the scope of services as described in this Section 4.1(a)(ii), the description in such Supplement shall control); and

Supplier shall provide each Service described in a Supplement during the period beginning upon the Commencement Date for such Service and ending (1) on the expiration, or earlier termination or removal, of such Service in accordance with this Agreement, or until (2) on such earlier date as such Supplement may provide for such Service, except in each case to the extent that the period of provision of such Service may be extended under Section 20.8.

- (b) **Included Services.** If any services, functions or responsibilities not described in the Agreement are an inherent, necessary or customary part of the Services, or are required for proper performance or provision of the Services in accordance with this Agreement, those services, functions and responsibilities shall be deemed to be included within the scope of the Services to be delivered for the Charges, as if such services, functions or responsibilities were described in the Agreement.
- (c) **Required Resources.** Except as otherwise expressly provided in the Agreement, Supplier shall be responsible for providing all facilities, personnel, Equipment, Materials, network connectivity, technical knowledge, expertise, supplies and other resources necessary to provide the Services.
- (d) **Supplier Responsibility.** Supplier shall be responsible for the performance of the Services in accordance with this Agreement even if such Services are actually performed or dependent upon services performed by Affiliates of Supplier, Subcontractors and other non-Supplier Personnel, including Hilton employees, for whom Supplier is financially or operationally responsible under this Agreement.

4.2 Transition Services.

- (a) **Transition.** During the Transition Period, if any, described in the applicable Supplement, Supplier shall perform the services, functions and responsibilities required to smoothly transfer responsibility for the services to be transitioned from Hilton (or Third Party Contractors where applicable) to Supplier (the “**Transition Services**”), including those described in any transition plan set forth in the applicable Supplement (the “**Transition Plan**”).
- (b) **Initial Transition Plan.** If an initial Transition Plan is set forth in the applicable Supplement, Supplier shall prepare and deliver to Hilton a detailed Transition Plan for Hilton’s review, comment and approval within thirty (30) days after the Supplement Effective Date. The proposed detailed Transition Plan shall describe in greater detail the specific transition activities to be performed by Supplier, but shall be consistent in all respects with the initial Transition Plan, including the activities, Deliverables, Transition Milestones, Transition Milestone Due Dates and Deliverable Credits described in the initial Transition Plan. Supplier shall address and resolve any questions or concerns Hilton may have as to any aspect of the proposed detailed Transition Plan and incorporate any modifications, additions or deletions to such Transition Plan requested by Hilton. Supplier shall obtain Hilton’s approval for the detailed Transition Plan within forty-five (45) days after the Supplement Effective Date unless another period is agreed upon by the Parties. The detailed Transition Plan as approved by Hilton shall be deemed to be appended to and incorporated in the applicable Supplement.
- (c) **Detailed Transition Plan.** The detailed Transition Plan shall identify (i) Transition Milestones, including (A) the transition activities to be performed by Supplier and the significant components, subcomponents

and conditions precedent associated with each such activity, and (B) all Deliverables to be completed by Supplier; (ii) the Transition Milestone Due Dates; (iii) the contingency or risk mitigation strategies to be employed by Supplier in the event of disruption or delay; (iv) the Acceptance criteria (and, if appropriate, description of applicable testing) to be applied by Hilton in evaluating Transition Milestones; (v) any transition responsibilities to be performed or transition resources to be provided by Hilton; (vi) any related documents contemplated by this Agreement and/or required to effectuate the transition to be executed by the Parties; and (vii) a detailed work plan identifying the specific transition activities to be performed by Supplier on a weekly basis during the Transition Period.

- (d) **Performance.** Supplier shall perform the Transition Services described in the Transition Plan in accordance with the timetable and the Transition Milestone Due Dates set forth in the Transition Plan. Supplier shall perform the Transition Services in a manner that shall not disrupt the business or operations of any of the Eligible Recipients or degrade the Services then being received by any of the Eligible Recipients, except as may be otherwise expressly provided in the Transition Plan. Prior to undertaking any transition activity, Supplier shall discuss with Hilton all known Hilton-specific material risks and shall not proceed with such activity until Hilton is reasonably satisfied with the mitigating plans with regard to such risks (provided that neither Supplier's disclosure of any such risks to Hilton, nor Hilton's acquiescence in Supplier's mitigating plans, shall operate or be construed as limiting Supplier's responsibility under this Agreement). Supplier shall identify and resolve, with Hilton's reasonable assistance, any problems that may impede or delay the timely completion of each task in the Transition Plan that is Supplier's responsibility and shall use all commercially reasonable efforts to assist Hilton with the resolution of any problems that may impede or delay the timely completion of each task in the Transition Plan that is Hilton's responsibility.
- (e) **Reports.** Supplier shall meet at least weekly with Hilton to report on Supplier's progress in performing its responsibilities and meeting the timetables set forth in the Transition Plan. Supplier also shall provide written reports to Hilton at least weekly regarding such matters, and shall provide oral reports more frequently if reasonably requested by Hilton. Promptly, but not later than one (1) business day, after receiving any information indicating that Supplier may not perform its responsibilities, or meet any timetable, in the Transition Plan, Supplier shall notify Hilton in writing of any actual or potential failures to timely perform and shall identify for Hilton's consideration and approval specific measures to address and mitigate the risks associated therewith.
- (f) **Suspension or Delay of Transition Activities.** Hilton reserves the right, in its sole discretion, to suspend or delay the performance of the Transition Services and/or the transition of all or any part of the Services. If Hilton elects to exercise such right and Hilton's decision is based, at least in material part, on reasonable concerns about Supplier's ability to perform the Services or Supplier's failure to perform its obligations under the applicable Supplement, Hilton shall not incur any Charges, Termination Charges or reimbursable expenses in connection with such decision. If Hilton's decision is not based, at least in material part, on reasonable concerns about Supplier's ability to perform the Services or Supplier's failure to perform its obligations under the applicable Supplement, Hilton shall reimburse Supplier for any additional expenses reasonably incurred by Supplier as a result of such decision (provided that Supplier notifies Hilton in advance of such expenses, obtains Hilton's approval prior to incurring such expenses, and uses commercially reasonable efforts to minimize such expenses).
- (g) **Failure to Meet Transition Milestones.**
 - (i) If Supplier fails to complete a Transition Milestone by the Transition Milestone Due Date, Supplier shall pay Hilton any Deliverable Credits specified in the applicable Supplement for such Transition Milestone.
 - (ii) Neither the Transition Services nor the activities and Deliverables associated with individual Transition Milestones will be deemed complete until Acceptance of such activities and Deliverables.

- (h) **Termination for Cause.** In addition to any other termination right that Hilton may have under this Agreement, Hilton may terminate the applicable Supplement in whole or in part for cause if (i) Supplier materially breaches its obligations with respect to the provision of Transition Services (including failure to complete a Transition Milestone by its Transition Milestone Due Date) and fails to cure such breach within fifteen (15) days after its receipt of notice or (ii) Supplier fails to complete a Transition Milestone designated in the applicable Supplement as a “Critical Transition Milestone” by the associated Transition Milestone Due Date. In all such events, subject to **Section 18.2**, Hilton may recover the damages suffered by the Eligible Recipients in connection with such a termination, provided that, if such termination is based on Supplier’s failure to complete a Transition Milestone by the associated Transition Milestone Due Date, Supplier shall be entitled to set-off against such damages any Deliverable Credits that Hilton has received for the failure to meet such Transition Milestone.

4.3 New Services.

- (a) **Procedures.** If Hilton requests that Supplier perform any New Services reasonably related to the Services or other services generally provided by Supplier, Supplier shall promptly prepare a New Services proposal for Hilton’s consideration. Supplier shall prepare such New Services proposal at no additional charge to Hilton and shall deliver such proposal to Hilton within ten (10) business days of its receipt of Hilton’s request, unless a longer period of time is agreed upon by the Parties. Supplier shall use all commercially reasonable efforts to respond more quickly in the case of a pressing business need or an emergency situation. Hilton shall provide such information as Supplier reasonably requests in order to prepare such New Services proposal. Hilton may approve or reject any New Services proposal in its sole discretion and Supplier shall not be obligated to perform any New Services to the extent the applicable New Services proposal is rejected. If Hilton approves any New Services proposal, Supplier shall perform the New Services and shall be paid in accordance with the proposal submitted by Supplier, or other terms as may be agreed upon by the Parties, and the applicable provisions of this Agreement. Upon Hilton’s approval of a Supplier proposal for New Services, the scope of the Services shall be expanded to include such New Services, and such approved New Services proposal shall be documented in a Work Order or in a new Supplement to the Agreement, as applicable. Notwithstanding any provision to the contrary, (i) Supplier shall act reasonably and in good faith in formulating its pricing proposal, (ii) Supplier shall use commercially reasonable efforts to identify potential means of reducing the cost to Hilton, including utilizing Subcontractors as and to the extent appropriate, (iii) such pricing proposal shall be no less favorable to Hilton than the lowest pricing and labor rates set forth in this Agreement for comparable or similar Services, and (iv) such pricing proposal shall take into account the existing and future volume of business between Hilton and Supplier. If Hilton requests additional Services and Supplier and Hilton disagree about whether such requested Services constitute New Services, then the Parties shall meet and discuss such disagreement in good faith, provided that during the discussions and until completion, Supplier shall perform such requested Services. If the Parties cannot agree on whether such requested Services constitute New Services within thirty (30) days of the commencement of such discussions, the matter shall be resolved pursuant to the dispute resolution procedures set forth in **Article 19**.
- (b) **Use of Third Parties.** Hilton may elect to solicit and receive bids from third parties to perform any New Services. If Hilton elects to use third parties to perform New Services, (i) such New Services shall not be deemed “Services” under the provisions of this Agreement, and (ii) Supplier shall cooperate with such third parties as provided in this Agreement, including in **Section 4.5**.
- (c) **Services Evolution and Modification.** The Parties anticipate that the Services shall evolve and be supplemented, modified, enhanced or replaced over time to keep pace with technological advancements and improvements in the methods of delivering Services and changes in the businesses of the Eligible Recipients. The Parties acknowledge and agree that these changes shall modify the Services and shall not be deemed to result in New Services or additional Charges unless the changed services meet the definition of New Services.
- (d) **Authorized User and Eligible Recipient Requests.** Supplier shall promptly inform the Hilton Relationship Manager or his or her designee of requests for New Services from Authorized Users or Eligible Recipients, and shall submit any proposals for New Services to the Hilton Relationship Manager

or his or her designee. Supplier shall not agree to provide New Services to any Authorized Users or Eligible Recipients without the prior written approval of the Hilton Relationship Manager or his or her designee. If Supplier fails to comply with this **Section 4.3(d)**, it shall receive no compensation for any services rendered to any person or Entity in violation of such provision.

4.4 Additional Work or Reprioritization. The Hilton Relationship Manager or his or her designee may identify new or additional work activities to be performed by Supplier Personnel possessing the required skills to perform such new or additional work activities (including work activities that would otherwise be treated as New Services) or reprioritize or reset the schedule for existing work activities to be performed by such Supplier Personnel. Unless otherwise agreed, Hilton shall incur no additional charges for the performance of such work activities by Supplier Personnel then assigned to Hilton. Supplier shall use commercially reasonable efforts to perform such work activities without impacting the established schedule for other tasks or the performance of Services in accordance with the Service Levels. If it is not possible to avoid such an impact, Supplier shall notify Hilton of the anticipated impact and obtain its consent prior to proceeding with such work activities. Hilton, in its sole discretion, may forego or delay such work activities or temporarily or permanently adjust the work to be performed by Supplier Personnel, the schedules associated therewith or the Service Levels to permit the performance by Supplier of such work activities.

4.5 Third Party Contractors.

- (a) **Right of Use.** This Agreement shall not be construed as a requirements contract and shall not be interpreted to prevent any Eligible Recipient from obtaining from third parties (each, a “**Third Party Contractor**”), or providing to itself or any other Eligible Recipient, any or all of the Services or any other services. Nor shall anything in this Agreement be construed or interpreted as limiting Hilton’s right or ability to add or delete Eligible Recipients or increase or decrease its demand for the Services. Nor shall anything in this Agreement be construed or interpreted as limiting Hilton’s right or ability to change the contract requirements or Service volumes or move parts of any Service in or out of scope. To the extent Hilton adds or deletes Eligible Recipients or any Eligible Recipient increases or decreases its demand for Services or obtains Services from a Third Party Contractor or provides Services to itself or another Eligible Recipient, the amount to be paid to Supplier by Hilton will be equitably adjusted in accordance with this Agreement. Subject to any limitations expressly set forth in the applicable Supplement, Hilton will not be obligated to pay Termination Charges in connection with such adjustment.
- (b) **Supplier Cooperation.** Supplier shall fully cooperate with and work in good faith with Hilton, the other Eligible Recipients and Third Party Contractors as described in this Agreement or requested by Hilton and at no additional charge to Hilton. If and to the extent requested by Hilton, Supplier shall provide such cooperation by, among other things: (i) timely providing physical access and electronic access (including, at Hilton’s sole discretion and cost, any temporary Third Party Software licenses required to permit an Eligible Recipient or Third Party Contractor to perform services within the Services environment) to business processes and associated Equipment, Materials, Systems and/or Supplier Facilities to the extent necessary and appropriate for Hilton, the other Eligible Recipients or Third Party Contractors to perform the work assigned to them; (ii) timely providing written requirements, standards, policies or other documentation for the business processes and associated Equipment, Materials or Systems procured, operated, supported or used by Supplier in connection with the Services; (iii) timely providing access to Hilton Data to the Eligible Recipients and/or Third Party Contractors in the same manner and to the same extent access to such data is required to be provided by Supplier to Hilton; (iv) timely providing cooperation and assistance in accordance with **Section 20.8** to facilitate the orderly transfer of terminated Services from Supplier to Hilton, the other Eligible Recipients and/or Third Party Contractors; (v) ensuring that there is no degradation in the performance of the Services caused by the adjustments made by Supplier following such transfer of Services; (vi) establishing procedures and other arrangements with Third Party Contractors to ensure continuity of seamless service to Hilton (e.g., RACI charts, multi-supplier governance procedures), and (vii) any other cooperation or assistance reasonably necessary for Hilton, the other Eligible Recipients and/or Third Party Contractors to perform the work in question. Hilton personnel and Third Party Contractors shall comply with Supplier’s reasonable security and confidentiality requirements, and shall, to the extent performing work on Materials, Equipment or Systems for which Supplier has operational responsibility, comply with Supplier’s reasonable standards,

methodologies, and procedures. If requested by Hilton, Supplier shall enter into a mutually agreed joint governance and issue resolution document between Supplier and Third Party Contractors who provide similar or related services to an Eligible Recipient.

- (c) **Managed Third Parties.** With respect to Third Party Contractors identified in a Supplement as “Managed Third Parties” and any substitutes or replacements for Third Party Contractors so identified (each, a “**Managed Third Party**”), Supplier shall: (i) manage the Managed Third Parties, including monitoring operational day-to-day service delivery, monitoring performance, escalating problems for resolution, and maintaining technical support relationships; (ii) as requested by Hilton, work with Hilton to manage new and existing contractual relationships between Hilton and Managed Third Parties; (iii) oversee Managed Third Party delivery of services and compliance with the service levels and the performance standards contained in Hilton’s agreement with the Managed Third Party; (iv) notify Hilton and the Managed Third Party of each Managed Third Party’s failure to perform in accordance with the performance standards or other terms and conditions contained in Hilton’s agreement with the Managed Third Party; (v) escalate Managed Third Party performance failures to Managed Third Party management as necessary to achieve timely resolution; (vi) monitor and manage the Managed Third Party’s efforts to remedy a failure of performance; (vii) communicate to Hilton the status of the Managed Third Party’s efforts to remedy a failure of performance; (viii) recommend retention, replacement, modification, or termination of the Managed Third Party based on the performance or cost benefits to Hilton as tracked by Supplier; and (ix) participate and assist in the re-sourcing (e.g., extension, renegotiation or replacement) of such Managed Third Parties if Hilton requests that re-sourcing.

4.6 Correction of Errors. As part of the Services and at no additional charge to Hilton, Supplier shall promptly correct any errors or inaccuracies in or with respect to the Services, the information or data provided or maintained in relation to the Services or contained in Reports, or other contract deliverables.

4.7 Services under Work Orders.

- (a) **General.** The Parties intend that Work Orders be used as a **means** to expand the scope of a Supplement to include additional Project Services to be provided by Supplier. Supplier shall perform the Services as set forth in each Work Order under the applicable Supplement. Each Work Order shall incorporate by reference (and be subject to) the terms of the MSA and the applicable Supplement (including those terms applicable to Projects), unless and to the extent such terms are expressly excluded in such Work Order.

(b) **Work Orders.**

- (i) **General.** Work Orders are not intended, and shall not be used by Supplier or Hilton, to re-negotiate or otherwise change terms and conditions that have been negotiated and set forth in the Agreement.
- (ii) **Development and Drafting.** If Hilton so requests, Supplier shall develop a draft Work Order (or an amendment to an existing Work Order) for Hilton’s review. Supplier shall make any amendments reasonably requested by Hilton and mutually agreed by the Parties. Supplier shall promptly commence preparation of the Work Order (or an amendment to an existing Work Order), and diligently pursue completion of such Work Order (or such amendment) as soon as possible, but in any event complete the same no later than ten (10) days after Hilton’s request, unless a period longer than ten (10) days is mutually agreed to by the Parties. Such Work Order (or such amendment to an existing Work Order) shall become effective only when signed by both Parties.

(c) **Pricing.**

- (i) Unless and to the extent otherwise agreed in a specific Work Order, the Charges for each Work Order shall be as set forth in **Exhibit 4** and the applicable Supplement. At Hilton’s request, Supplier shall provide fixed fee pricing for a new Project Work Order or an amendment to a Project Work Order. In such instances, unless otherwise agreed by the Parties, Supplier shall provide Hilton with a description of the anticipated staffing, including the number of onsite, offsite, offshore and

offshore/onsite personnel, the mix of skill categories and job classifications, and the anticipated level of effort by Supplier Personnel category, to facilitate Hilton's evaluation of the proposed fixed fee pricing.

- (ii) The hours expended by Supplier in preparing Work Orders, Work Order amendments or other proposals or plans or reporting on the status of such Work Orders shall not be charged to Hilton.
- (d) **Work Order Term.** The term of each Work Order shall be as set forth in such Work Order, or, if no such term is set forth, shall be from the effective date of such Work Order until the completion of the Services to be performed under such Work Order.

5. REQUIRED CONSENTS.

5.1 Administrative Responsibility.

- (a) At no additional charge to Hilton, Supplier shall undertake all administrative activities necessary to obtain all Required Consents with respect to third party licenses, leases and contracts provided by Supplier or its Subcontractors or Affiliates in connection with the applicable Supplement, as well as any third party licenses, leases or contracts provided by Hilton or an Eligible Recipient that are specifically identified in such Supplement as Supplier's responsibility ("**Supplier Required Consents**"). At Supplier's request, Hilton will cooperate with Supplier in obtaining such Supplier Required Consents by executing appropriate Hilton approved written communications and other documents prepared or provided by Supplier.
- (b) Hilton, at its expense, shall undertake all administrative activities necessary to obtain all Required Consents with respect to third party licenses, leases and contracts provided by Hilton or another Eligible Recipient in connection with such Supplement (except those specifically identified in such Supplement as Supplier's responsibility) ("**Hilton Required Consents**"). At Hilton's request, Supplier shall cooperate with Hilton in obtaining such Hilton Required Consents. In addition, with Hilton's approval, Supplier shall exercise for the benefit of Hilton and the other Eligible Recipients any rights Supplier has to utilize or transfer license rights or other applicable rights under Supplier's existing third party licenses, leases or contracts, and the Parties shall cooperate in minimizing or eliminating any costs associated therewith.

5.2 Financial Responsibility.

- (a) Supplier shall pay all transfer, re-licensing or termination fees or expenses associated with obtaining any Supplier Required Consents or terminating any licenses or agreements as to which Supplier is unable to obtain such Required Consents.
- (b) Hilton shall pay all transfer, re-licensing or termination fees or expenses associated with obtaining any Hilton Required Consents or terminating any licenses or agreements as to which Hilton is unable to obtain such Required Consents.

5.3 Contingent Arrangements.

- (a) If, despite using commercially reasonable efforts, Supplier is unable to obtain a Required Consent with respect to any Hilton Third Party Contract for Software, Supplier shall, at Hilton's option and with Hilton's consent, (i) replace the Hilton license for such Third Party Software with a Supplier license, (ii) replace such Third Party Software with other software offering equivalent features and functionality, or (iii) secure the right to manage such Third Party Software on behalf of Hilton. If Supplier is unable to obtain a Required Consent with respect to any other Hilton Third Party Contract, then, unless and until such Required Consent is obtained, Supplier shall manage such Third Party Contract on Hilton's behalf and perform all obligations and enforce all rights under such Third Party Contract as if Supplier were a party to the agreement in Hilton's place. If management of such Third Party Contract is not legally or contractually possible or Supplier is unable to obtain any other Required Consent, Supplier shall

determine and adopt, subject to Hilton's prior approval, such alternative approaches as are necessary and sufficient to provide the Services without such Required Consent. Supplier will be responsible for the financial costs of such alternative approaches. If such alternative approaches are required for a period longer than sixty (60) days following the Commencement Date, the Parties shall equitably adjust the terms and reduce the prices specified in the applicable Supplement to reflect any additional costs being incurred by Hilton and any Services not being received by the Eligible Recipients.

- (b) Except as otherwise expressly provided herein or in the applicable Supplement, the failure to obtain any Required Consent for which Supplier is responsible shall not relieve Supplier of its obligations under this Agreement or the applicable Supplement and Supplier shall not be entitled to any additional compensation or reimbursement amounts in connection with obtaining or failing to obtain any such Required Consent or implementing any alternative approach in connection therewith.

6. FACILITIES, SOFTWARE, EQUIPMENT, CONTRACTS AND ASSETS ASSOCIATED WITH THE PROVISION OF SERVICES.

6.1 Service Facilities.

- (a) **Service Facilities.** Supplier and its Affiliates and Subcontractors shall provide all of the Services at or from (i) the Hilton Facilities and Supplier Facilities identified in the applicable Supplement and (ii) other service locations permitted by applicable Law and approved in advance by Hilton. Supplier shall be financially responsible for all additional costs, taxes or expenses resulting from any Supplier-initiated relocation to a new or different Supplier Facility, including any costs or expenses incurred or experienced by any Eligible Recipient as a result of such relocation. Supplier shall store and process Hilton Data only in the locations identified in the applicable Supplement. Supplier shall not transfer Hilton Data to any other locations, nor change the locations for storage and processing of such Hilton Data, nor change the locations from which Hilton Data is accessed, except as expressly permitted in the applicable Supplement, or otherwise with the express written consent of Hilton, which Hilton may withhold in its sole discretion.
- (b) **Supplier's Responsibilities.** Except as provided in Sections 6.1, 6.2 and 6.5(c), Supplier shall be responsible for providing all furniture, fixtures, Equipment, space and other facilities required to perform the Services and all upgrades, improvements, replacements and additions to such furniture, fixtures, Equipment, space and facilities required to perform the Services.
- (c) **Restrictions on Relocation of Services.** Supplier shall not move Services provided from an approved Supplier Facility and country to a Supplier Facility and country from which such Services had not previously been provided by Supplier without Hilton's prior approval, even if the latter Supplier Facility and country has already been approved by Hilton for other purposes. In addition, to the extent Services are provided by Supplier Personnel from approved Supplier Facilities in different countries, Supplier shall not change in any material respect the extent to which such Services are provided by Supplier Personnel from each such Supplier Facility and country. For avoidance of doubt, the foregoing is measured as the cumulative impact of the movement of FTEs and work between and among Supplier Facilities and countries, not by any single change, and changes attributable solely to changes in service volumes are not subject to the limits described in this Section 6.1(c).

6.2 Hilton Facilities.

- (a) **Access and Use.** Hilton shall provide Supplier with access to and the use of the locations (or equivalent space) identified in the applicable Supplement as locations for the performance of Services ("Hilton Facilities") for the periods specified therein solely as necessary for Supplier to perform its obligations under this Agreement. If any given Supplement provides that Hilton will make office space or storage space at any Hilton Facilities available to Supplier, then Hilton will provide such space and any reasonable and customary related office support services (such as parking privileges, access cards or badges, cafeteria services, and furniture), to Supplier, as such level of support services may be modified from time to time, but only to the extent Hilton provides such items to its own employees at such Hilton location. Supplier's use of any of Hilton Facilities shall not constitute or create a leasehold interest, and

Hilton may, by notice to Supplier from time to time, require that Supplier re-locate to other reasonably equivalent space. THE HILTON FACILITIES ARE PROVIDED BY HILTON TO SUPPLIER ON AN AS-IS, WHERE-IS BASIS. HILTON EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HILTON FACILITIES, OR THEIR CONDITION OR SUITABILITY FOR USE BY SUPPLIER.

- (b) **Hilton Rules.** In performing the Services, Supplier shall observe and comply with all Hilton policies, guidelines, rules, and regulations applicable to Hilton Facilities or the performance of the Services, including those set forth in **Exhibit 2** and/or the applicable Supplement and those communicated to Supplier or Supplier Personnel by the means generally used by Hilton to disseminate such information to its employees or contractors (collectively, “**Hilton Rules**”). Supplier shall be responsible for the promulgation and distribution of Hilton Rules to Supplier Personnel. In addition, Supplier and Supplier Personnel shall be responsible for familiarizing themselves with the premises and operations at each Hilton Facility and the Hilton Rules applicable to such Hilton Facility. Additions or modifications to the Hilton Rules may be (i) communicated orally by an Eligible Recipient directly to Supplier and Supplier Personnel, (ii) disclosed to Supplier and Supplier Personnel in writing, (iii) conspicuously posted at a Hilton Facility, (iv) electronically posted, or (v) communicated to Supplier or Supplier Personnel by means generally used by Hilton to disseminate such information to its employees or contractors. Supplier and Supplier Personnel shall observe and comply with such additional or modified Hilton Rules. At Hilton’s request, Supplier Personnel shall participate in Hilton provided training programs regarding Hilton Rules.

6.3 Supplier’s Responsibilities Regarding Hilton’s Network.

- (a) To the extent any Equipment used by Supplier or Supplier Personnel is, with Hilton’s approval, to be connected to any network operated by or on behalf of an Eligible Recipient (each, a “**Hilton Network**”), such Equipment (and all Software installed thereon) shall be (i) subject to review and approval in advance by Hilton (and Supplier shall cooperate with Hilton in the testing, evaluation and approval of such Equipment), and (ii) in strict compliance with the then-current Hilton Rules and Hilton Standards, unless and to the extent deviations are approved in advance by Hilton. Supplier shall not install or permit the installation of any other software on such Equipment without Hilton’s prior approval. Supplier shall use each Hilton Network for the sole and limited purpose of and to the limited extent necessary for performing the Services. Supplier shall not access, or attempt to access, any part of any Hilton Network that Supplier is not authorized to access, including any part of any Hilton Network that is not reasonably necessary for and pertinent to performing the Services.
- (b) Except as otherwise agreed in a Supplement (i) all Services involving the use of Hilton Materials shall be performed on or using a Hilton Network designated by Hilton and (ii) all Developed Materials shall be created on Hilton servers through such Hilton Network.
- (c) Supplier shall access a Hilton Network only using Access Codes provided by Hilton, and shall ensure that only the Supplier Personnel who are authorized by Hilton to use an Access Code (by name, title, job function or otherwise) use such Access Code to access such Hilton Network. Supplier shall inform Hilton of the name(s) of each of the Supplier Personnel that Supplier desires Hilton to authorize to access any Hilton Network. Supplier shall notify Hilton promptly if any of the Supplier Personnel who has been granted an Access Code has been (i) terminated from employment or otherwise is no longer one of the Supplier Personnel, or (ii) reassigned and no longer requires access to any Hilton Network. Supplier shall ensure that no one other than those Supplier Personnel who receive Access Codes in accordance with this Agreement access any Hilton Network through any Access Codes, facilities or other means provided by Hilton to Supplier. Access Codes shall be deemed Confidential Information of Hilton.
- (d) Supplier acknowledges and agrees that (and Supplier shall cause all Supplier Personnel to acknowledge and agree that), to the extent permitted by applicable Law, Hilton has the right to monitor, review, record and investigate all uses of Hilton Networks and Hilton resources by Supplier, including all email or other communications sent to, from, or through any Hilton Network, regardless of the content of such communications, and Supplier hereby consents to such reviewing, monitoring, recording and

investigation. Supplier acknowledges and agrees that neither it nor its Supplier Personnel have any expectation of privacy with respect to any personal information or communications made on any Hilton Network.

6.4 Hilton Access to Supplier Facilities. In addition to the access rights described in Sections 4.5 and 9.10, Supplier shall provide to Hilton, at no additional charge, (a) reasonable access to and use of Supplier Facilities and (b) reasonable access to reasonable work/conference space at Supplier Facilities, in each case for the exercise of Hilton's rights or the conduct of activities associated with this Agreement.

6.5 Software, Equipment and Third Party Contracts.

- (a) **Financial Responsibility.** To the extent Supplier is financially responsible under the applicable Supplement for any Third Party Contracts (and, in the case of Third Party Contracts to be assigned to Supplier, from the date when Supplier is to assume such Third Party Contracts), Supplier shall (i) pay all amounts becoming due under such Third Party Contracts, and all related expenses; (ii) refund to Hilton any prepayment of such amounts in accordance with Section 11.4(a); (iii) pay all modification, termination, cancellation, late payment, renewal or other fees, penalties, charges, interest or other expenses; (iv) pay all costs associated with the transfer of such Third Party Contracts to Supplier, including all taxes associated with such transfer; and (v) be responsible for curing any defaults in Supplier's performance under such Third Party Contracts.
- (b) **Operational Responsibility.** To the extent Supplier is operationally responsible under the applicable Supplement for certain Software, Equipment or Third Party Contracts, Supplier shall be responsible, to the extent relevant to the Services, for (i) the evaluation, procurement, testing, installation, use, support, management, administration, operation and maintenance of such Software, Equipment and Third Party Contracts and new, substitute or replacement items (including Upgrades, enhancements, and new versions or releases of Software); (ii) the performance, availability, reliability, compatibility and interoperability of such Software, Equipment and Third Party Contracts, each in accordance with this Agreement; (iii) the compliance with and performance of all operational, administrative and non-financial contractual obligations specified in such Third Party Contracts; (iv) the administration and exercise of all rights available under such Third Party Contracts; and (v) the payment of any fees, penalties, charges, interest or other expenses resulting from Supplier's failure to comply with or perform its obligations under this Section 6.5(b).
- (c) **Rights Upon Expiration/Termination.** With respect to all Third Party Contracts for which Supplier is responsible (whether operationally, financially or otherwise) under the applicable Supplement, Supplier shall use all commercially reasonable efforts to (i) obtain for Eligible Recipients and/or their designee(s) the ownership, license, sublicense, assignment and other rights specified in Sections 14.2, 14.6 and 20.8, (ii) ensure that the granting of such license, sublicense, assignment and other rights is not subject to subsequent third party approval or the payment by Eligible Recipients and/or their designee(s) of license, assignment or transfer fees, (iii) ensure that the terms, conditions and prices applicable to Eligible Recipients and/or their designee(s) following expiration or termination are no less favorable than those otherwise applicable to Supplier, and at least sufficient for the continuation of the activities comprising the Services, and (iv) ensure that neither the expiration/termination of the applicable Supplement nor the assignment of any such Third Party Contract shall trigger less favorable terms, conditions or pricing. If Supplier is unable to obtain any such rights and assurances, Supplier shall notify Hilton in advance and Supplier shall not use such Third Party Contract without Hilton's approval (and absent such approval, Supplier's use of any such Third Party Contract shall obligate Supplier to obtain or arrange, at no additional cost to Hilton, for such license, sublicense, assignment or other right for Hilton, the other Eligible Recipients and their designee(s) upon expiration or termination). Any such approval by Hilton shall be set forth in the applicable Supplement.
- (d) **Evaluation of Third Party Software, Equipment.** In addition to its obligations under Sections 6.5(a) and (b) and in order to facilitate Hilton's control of architecture, standards and plans pursuant to Section 9.5, Supplier shall use commercially reasonable efforts to evaluate any Third Party Software and Equipment selected by or for an Eligible Recipient to determine whether such Software and Equipment

could adversely affect their environment or ability to interface with and use the Software, Equipment and Systems and/or Supplier's ability to provide the Services. Supplier shall complete and report the results of such evaluation to Hilton within fifteen (15) days of its receipt of Hilton's request; provided that Supplier shall use best efforts to respond more quickly in the case of a pressing business need or an emergency situation.

- (e) **Hilton Provided Equipment.** Hilton shall provide Supplier with the use of the Hilton owned and/or leased Equipment identified in the applicable Supplement as "Hilton Provided Equipment" (collectively, the "**Hilton Provided Equipment**") for the periods specified therein solely for and in connection with the performance of the Services. Upon the expiration of the period specified in the applicable Supplement for each item of Hilton Provided Equipment (or when such Hilton Provided Equipment is no longer required by Supplier for the performance of the Services), Supplier shall promptly return such Hilton Provided Equipment to Hilton, the other Eligible Recipients and/or their designee(s) in condition at least as good as the condition thereof on the date initially provided to Supplier, ordinary wear and tear excepted. THE HILTON PROVIDED EQUIPMENT IS PROVIDED BY HILTON TO SUPPLIER ON AN AS-IS, WHERE-IS BASIS. HILTON EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HILTON PROVIDED EQUIPMENT, OR ITS CONDITION OR SUITABILITY FOR USE BY SUPPLIER TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- (f) **Surplus Hilton Provided Equipment.** Upon Hilton's request, Supplier shall, at its cost, dispose of any surplus Hilton Provided Equipment in accordance with applicable Laws, and Supplier shall pay Hilton any money received from disposal of such Hilton Provided Equipment, after deducting the reasonable cost incurred by Supplier in disposing of such Hilton Provided Equipment. Supplier shall maintain reasonable documentation regarding the disposition of such surplus Hilton Provided Equipment, including the costs of and revenues from disposal, and shall make such documentation available to Hilton upon Hilton's request. Prior to disposing of any such surplus Hilton Provided Equipment, Supplier shall certify and warrant to Hilton that such surplus Hilton Provided Equipment does not contain any Hilton Confidential Information or Hilton Data and that any Hilton Confidential Information and Hilton Data previously stored on or in such Hilton Provided Equipment has been irretrievably removed from such Hilton Provided Equipment in accordance with the highest industry standards.

6.6 Notice of Defaults. Each Party shall promptly, and in any case within one (1) business day, inform the other Party in writing of any breach of, or misuse or fraud in connection with, any Third Party Contract used in connection with the Services of which it becomes aware and shall cooperate with the other Party to prevent or stay any such breach, misuse or fraud.

7. SERVICE LEVELS.

7.1 Service Levels and Other Performance Standards. Beginning on the Commencement Date (or, if later, the date specified in the applicable Supplement), Supplier shall perform the Services so as to meet or exceed the performance standards designated as "Service Levels" in the applicable Supplement (the "**Service Levels**"). For matters not covered by the Service Levels set forth in the applicable Supplement, Supplier shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to the documented or otherwise verifiable levels received by the Eligible Recipients during the twelve (12) months prior to the Commencement Date and at levels that are equal to or higher than the accepted industry standards of leading providers of similar services. The obligations in the preceding sentence shall not be construed to alter or supersede any Service Level set forth in the applicable Supplement. For the avoidance of doubt, if Supplier breaches its performance obligations under this Agreement, the fact that such breach did not cause Supplier to miss the applicable Service Level shall not relieve Supplier of responsibility for such breach or any resulting damages.

7.2 Multiple Service Levels. If more than one Service Level applies to any particular obligation of Supplier, Supplier shall perform in accordance with the most stringent of such Service Levels.

7.3 Service Level Credits. Supplier recognizes that Hilton is paying Supplier to deliver certain Services at

specified Service Levels. If Supplier fails to meet any Service Level, then, in addition to other remedies available to Hilton, Supplier shall pay or credit to Hilton the amounts described in this Agreement as payable upon such a failure as calculated in accordance with Exhibit 3 and the applicable Supplement (“**Service Level Credits**”) in recognition of the diminished value of the Services resulting from Supplier’s failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Credits be construed as Hilton’s sole or exclusive remedy for any failure to meet the Service Levels; provided, however, if Hilton recovers monetary damages from Supplier as a result of Supplier’s failure to meet a Service Level, Supplier shall be entitled to set-off against such damages any Service Level Credits paid for the failure(s) giving rise to such recovery.

- 7.4 Deliverable Credits.** Supplier recognizes that Hilton is paying Supplier to provide certain Critical Deliverables (including Transition Milestones and Transformation Milestones) by the time and in the manner set forth in the applicable Supplement. If Supplier fails to meet its obligations with respect to any such Critical Deliverables, then, in addition to other remedies available to Hilton, Supplier shall pay or credit to Hilton the Deliverable Credits specified in the applicable Supplement or established as part of a project or action plan on a case-by-case basis in recognition of the diminished value of the Services resulting from Supplier’s failure to meet the agreed upon level of performance, and not as a penalty. If Hilton recovers monetary damages from Supplier as a result of Supplier’s failure to meet its obligations with respect to one or more Critical Deliverables, Supplier shall be entitled to set-off against such damages any Deliverable Credits paid for the failure(s) giving rise to such recovery. Deliverable Credits are not counted toward and are not subject to the overall cap on Supplier’s liability and are in addition to Service Level Credits.
- 7.5 Continuous Improvement Reviews.** Supplier acknowledges that the quality of the Services provided in certain Service areas can and shall be improved during the Term and agrees that the Service Levels in such Service areas shall be enhanced periodically in recognition of the anticipated improvement in Service quality. In furtherance of this commitment, the Parties shall review the Service Levels, the performance data collected and reported by Supplier and relevant industry data and trends on an annual basis (or more frequently if requested by Hilton). As part of such review process, the Parties shall, at no additional cost to Hilton, improve the Service Levels to reflect the higher performance levels actually attained or attainable by Supplier in accordance with Exhibit 3. In addition, subject to Section 4.3 and Exhibit 3, the Parties shall agree, to the extent reasonable and appropriate, to (a) improve the Service Levels to reflect improved performance capabilities associated with advances in the proven processes, technologies and methods available to perform the Services; (b) add new Service Levels to permit further measurement or monitoring of the accuracy, quality, completeness, timeliness, responsiveness, cost-effectiveness or productivity of the Services; (c) modify or increase the Service Levels to reflect changes in the processes, architecture, standards, strategies, needs or objectives defined by Hilton; and (d) modify or increase the Service Levels to reflect agreed upon changes in the manner in which the Services are performed by Supplier.

8. SUPPLIER PERSONNEL.

8.1 Key Supplier Personnel.

- (a) **Approval of Key Supplier Personnel.** Supplier shall fill the positions specified as “Key Supplier Personnel” positions in the applicable Supplement with Supplier Personnel approved by Hilton in accordance with this Section 9.1. Supplier shall identify and obtain Hilton’s approval of the initial Key Supplier Personnel prior to the completion of any Transition Services, or if no Transition Services are to be performed under a particular Supplement, then prior to the Commencement Date.

Before assigning an individual to act as a Key Supplier Personnel, whether as an initial or subsequent assignment, Supplier shall notify Hilton of the proposed assignment, introduce the individual to appropriate Hilton representatives, permit Hilton representatives to interview the individual, and provide Hilton with a resume and any other information about the individual reasonably requested by Hilton. If Hilton in good faith objects to the proposed assignment, the Parties shall attempt to resolve Hilton’s concerns on a mutually agreeable basis. If the Parties are not able to resolve Hilton’s concerns within five (5) business days, or as otherwise agreed, Supplier shall propose another individual of suitable ability and qualifications.

Hilton may from time to time change the positions designated as Key Supplier Personnel under this Agreement with Supplier's approval, which shall not be unreasonably withheld.

- (b) **Continuity of Key Supplier Personnel.** Supplier shall cause each of the Key Supplier Personnel to devote the level of effort specified in the applicable Supplement for, at a minimum, the period specified therein (provided, that, unless otherwise specified in the applicable Supplement, Key Supplier Personnel are expected to devote full-time and effort to the engagement for a minimum of twenty-four (24) months). Supplier shall not transfer, reassign or remove any of the Key Supplier Personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability or death) or announce its intention to do so during the specified period without Hilton's prior approval, which Hilton may withhold in its reasonable discretion based on its own self-interest. In the event of the voluntary resignation, involuntary termination for cause, illness, disability or death of any of its Key Supplier Personnel during or after the specified period, Supplier shall (i) give Hilton as much notice as reasonably possible of such development, and (ii) expeditiously identify and obtain Hilton's approval of a suitable replacement. In addition, unless and to the extent a Key Supplier Personnel position ceases to be so designated after a defined period, even after the minimum period specified above, Supplier shall not transfer, reassign or remove any of the Key Supplier Personnel unless and until Supplier has (1) given Hilton reasonable prior notice, (2) identified and obtained Hilton's approval of a suitable replacement in accordance with this **Section 8.1** at least thirty (30) days prior to the effective date of such transfer, reassignment or removal, (3) demonstrated to Hilton's reasonable satisfaction that such transfer, reassignment or removal shall not have an adverse impact on Supplier's performance of its obligations under this Agreement, and (4) completed any and all necessary knowledge transfer between the departing Key Supplier Personnel and his or her Hilton-approved replacement. Unless otherwise agreed, Supplier shall not transfer, reassign or remove more than ten percent (10%) of the Key Supplier Personnel for a particular Supplement in any six (6) month period.

- 8.2 Supplier Account Manager.** Supplier shall designate a "**Supplier Account Manager**" who, unless otherwise agreed by Hilton, shall maintain his or her principal office in Fargo, North Dakota. The Supplier Account Manager shall (a) be one of the Key Supplier Personnel; (b) be a full time employee of Supplier; (c) devote his or her full time and effort to managing the Services; (d) remain in this position for a minimum period of twenty-four (24) months from the initial assignment (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, or death); (e) serve as the single point of accountability for the Services, (f) be the single point of contact to whom all Hilton communications concerning this Agreement may be addressed; (g) have authority to act on behalf of Supplier in all day-to-day matters pertaining to this Agreement; (h) have day-to-day responsibility for service delivery, billing and relationship management; and (i) have day-to-day responsibility for Hilton satisfaction and Service Levels attainment.

- 8.3 Independent Parties.** Nothing in this Agreement shall operate or be construed as making Hilton (or the other Eligible Recipients) and Supplier partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by Supplier to perform work on Hilton's behalf hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of the Eligible Recipients for any purpose. Neither Hilton nor the other Eligible Recipients has the right, power, authority or duty to supervise or direct the activities of the Supplier Personnel or to compensate such Supplier Personnel for any work performed by them pursuant to this Agreement. Supplier, and not the Eligible Recipients, shall be responsible and liable for the acts and omissions of Supplier Personnel, including acts and omissions constituting negligence, willful misconduct and/or fraud. Supplier shall be solely responsible for the payment of compensation (including provision for employment taxes, federal, state and local income taxes, workers compensation and any similar taxes) associated with the employment of, or contracting with, Supplier Personnel. Supplier shall also be solely responsible for obtaining and maintaining all requisite work permits, visas and any other documentation for Supplier Personnel. Supplier shall have in full force and effect a written agreement with each of the Supplier Personnel and each Subcontractor consistent with and adequate to allow Supplier to comply with the terms contained in this Agreement (including maintaining confidentiality in accordance with **Article 13**, providing for Intellectual Property in Materials as described to **Article 14**, and limiting use of Hilton Materials and Hilton Confidential Information).

8.4 Replacement, Qualifications, and Retention of Supplier Personnel.

- (a) **Sufficiency and Suitability of Personnel.** Supplier shall assign (or cause to be assigned) sufficient Supplier Personnel to provide the Services in accordance with this Agreement and all such Supplier Personnel shall possess suitable competence, ability, qualifications, education and training for the Services they are to perform and are performing.
- (b) **Requested Replacement.** If Hilton determines in good faith and not for an unlawful purpose that the continued assignment to Hilton of any individual Supplier Personnel (including Key Supplier Personnel) is not in the best interests of the Eligible Recipients, then Hilton shall give Supplier notice to that effect requesting that such Supplier Personnel be replaced. Supplier shall, as soon as possible, permanently remove and replace such Supplier Personnel with an individual of suitable ability and qualifications. In such event, Hilton shall not be obligated to pay any Charges or other fees relating to the replacement of such Supplier Personnel, including any training or other knowledge transfer activities or overlaps in periods of employment. Nothing in this provision shall operate or be construed to limit Supplier's responsibility for the acts or omissions of the Supplier Personnel, or be construed as joint employment.
- (c) **Turnover Rate and Data.** Supplier shall use commercially reasonable efforts to keep the turnover rate of Supplier Personnel to a level comparable to or better than the industry average for well-managed service providers in the applicable country performing services similar to the Services. On a quarterly basis, Supplier shall measure and report to Hilton the turnover rate of Supplier Personnel assigned to the Hilton account during the preceding twelve (12) months. If, at any time, Hilton believes that the turnover rate of Supplier Personnel may be excessive and so notifies Supplier, Supplier shall provide Hilton with data relating to such turnover rate within ten (10) business days, and if such data confirms Hilton's concerns, Supplier shall within the following ten (10) days (i) meet with Hilton to discuss the reasons for such turnover rate, (ii) submit a proposal for reducing such turnover rate for Hilton's review and approval, and (iii) agree to a program for reducing such turnover rate, all at no additional cost to Hilton. Notwithstanding any transfer or turnover of Supplier Personnel, Supplier shall remain obligated to perform the Services without degradation and in accordance with the Service Levels and shall be responsible for all costs related to the transition of personnel and all required training.
- (d) **Restrictions on Performing Services to Competitors.** "Restricted Personnel" means, collectively, (i) Supplier Personnel identified in the applicable Supplement as being restricted under this **Section 8.4(d)**, (ii) Transitioned Employees, and (ii) Key Supplier Personnel. Neither Supplier nor any Subcontractor shall cause or permit any Restricted Personnel to perform services directly or indirectly for a Direct Hilton Competitor either while engaged in the provision of Services or during the twelve (12) months immediately following the termination of his or her involvement in the provision of such Services without Hilton's prior written consent.

8.5 Security Clearances and Background Checks.

Supplier shall verify (i) that Supplier Personnel are authorized to work in any country in which they are assigned to perform Services and (ii) that Supplier Personnel have not been convicted of, or accepted responsibility for, a felony or a misdemeanor involving a dishonest or violent act, do not use illegal drugs, and are not otherwise disqualified from performing the assigned work under applicable Laws. To the extent permitted under applicable Laws, Supplier shall perform or have performed a reasonable background check, which shall include at a minimum a criminal history background check, credit check and a drug screening test, on Supplier Personnel, provided that, if a satisfactory background check, including a criminal history background check, credit check and a drug screening test, was completed in connection with the hiring of any Supplier Personnel, it need not be repeated unless otherwise required by applicable Laws, industry standards or applicable specifications. In addition, Supplier shall screen Supplier Personnel against the most recent version of the "Specially Designated Nationals List" published by the Office of Foreign Assets Controls of the U.S. Department of the Treasury. Supplier Personnel may also be required to execute confidentiality agreements with Hilton, at Hilton's request.

- (a) **Security and Background Checks (India).** For all Supplier Personnel who will work in India, the provisions of this paragraph shall apply. As of the date that any such Supplier Personnel commences work on Hilton's account (the "Personnel Commencement Date" or "PCD"), such Supplier Personnel

shall possess a valid passport from the Indian government, or shall apply for such passport within thirty (30) days of the PCD. If a Supplier Personnel fails the criminal or police background check portion of the passport application process, Supplier shall immediately remove such Supplier Personnel from Hilton's account. If any Supplier Personnel has not received a valid passport from the Indian government within one hundred twenty (120) days of the PCD, Supplier shall notify Hilton in writing and the Parties shall discuss the reasons for the delay. Hilton shall have the right to request removal of any Supplier Personnel who have not received a valid passport within one hundred fifty (150) days of the PCD. Once Supplier Personnel have passports, they shall be required to maintain valid passports throughout the period during which they perform work for Hilton. Supplier shall provide evidence of the existence of a valid passport for any Supplier Personnel upon Hilton's request.

8.6 Conduct of Supplier Personnel.

- (a) **Conduct and Compliance.** While at Hilton sites and Facilities, Supplier Personnel shall (i) comply with the Hilton Rules and other rules and regulations regarding personal and professional conduct, (ii) comply with reasonable requests of Eligible Recipient personnel pertaining to personal and professional conduct, (iii) attend workplace training offered by Hilton at Hilton's request, and (iv) otherwise conduct themselves in a businesslike manner.
- (b) **Identification of Supplier Personnel.** Except as expressly authorized by Hilton, Supplier Personnel shall clearly identify themselves as Supplier Personnel and not as employees or representatives of any Eligible Recipient. This shall include any and all communications, whether oral, written or electronic, unless and to the extent authorized by Hilton in connection with the performance of specific Services. Except as expressly authorized by Hilton, each Supplier Personnel shall wear a badge indicating that he or she is employed by Supplier or its Subcontractors when at any Hilton site or Hilton Facility.
- (c) **Restriction on Marketing Activity.** Except for marketing representatives designated in writing by Supplier to Hilton and activities expressly approved in advance by Hilton, none of the Supplier Personnel shall conduct any marketing activities to Eligible Recipient employees or agents (including marketing of any New Services), other than reporting potential marketing opportunities to Supplier's designated marketing representatives. Under no circumstances shall Supplier use information provided by Hilton specifically or in the aggregate to advertise or market itself or others. In addition, Supplier shall not use or access queries, searches, Hilton Data, Hilton Confidential Information, Personal Data or metadata for any secondary uses beyond the limited extent necessary to provide the Services to Hilton and the other Eligible Recipients. For the avoidance of doubt, Supplier shall not use any such information, queries, searches, Hilton Data, Hilton Confidential Information, Personal Data or metadata for marketing or market research purposes.

8.7 Substance Abuse.

- (a) **Employee Removal.** To the extent permitted by applicable Laws, Supplier shall immediately remove (or cause to be removed) from Hilton's account any Supplier Personnel who is known to be or reasonably suspected of engaging in substance abuse while at a Hilton site or a Hilton Facility, in a Hilton vehicle or while performing the Services. In the case of reasonable suspicion, such removal shall be pending completion of the applicable investigation. Substance abuse includes the sale, attempted sale, possession or use of illegal drugs, drug paraphernalia, or alcohol, or the misuse of prescription or non-prescription drugs.
- (b) **Substance Abuse Policy.** Supplier represents and warrants that it has and will maintain substance abuse policies, in each case in conformance with applicable Laws, and Supplier Personnel will be subject to such policies. Supplier represents and warrants that it shall require its Subcontractors and Affiliates providing Services to have and maintain such policies in conformance with applicable Laws and to adhere to this provision.

9. SUPPLIER RESPONSIBILITIES.

9.1 Policy and Procedures Manual.

- (a) **Delivery and Contents.** As part of the Services, and at no additional cost to Hilton, Supplier shall deliver to Hilton for its review, comment and approval (i) a reasonably complete draft of the Policy and Procedures Manual within thirty (30) days after the Effective Date, and (ii) a final draft of the Policy and Procedures Manual within sixty (60) days after the Effective Date. Hilton shall have at least fifteen (15) days to review the draft Policy and Procedures Manual and provide Supplier with comments and revisions. Supplier shall then incorporate any comments or changes of Hilton into the Policy and Procedures Manual and shall deliver a final revised version to Hilton within fifteen (15) days of its receipt of such comments and changes for Hilton's final approval.

At a minimum, the Policy and Procedures Manual shall include:

- (i) a detailed description of the Services and the manner in which each shall be performed by Supplier to the extent not already described in the applicable Supplement;
- (ii) the procedures for Hilton/Supplier interaction and communication, including: (A) call lists; (B) procedures for and limits on direct communication by Supplier with Hilton personnel; (C) problem management and escalation procedures; (D) priority and project procedures; (E) Acceptance testing and procedures; (F) Quality Assurance processes and procedures and internal controls (consistent with Section 9.4 and in accordance with Section 9.4(c)); (G) the Project formation and approval process; (H) a schedule, format and required attendees for meetings regarding performance reporting, account relationship management, issues management, risk management, request management and financial management; (I) change control procedures and change control standards consistent with Section 9.6; and (J) disaster recovery/business continuity plans;
- (iii) the Root Cause Analysis process; and
- (iv) practices and procedures addressing any other issues and matters as Hilton shall require.

Supplier shall incorporate Hilton's then current policies and procedures in the Policy and Procedures Manual to the extent that Supplier is directed to do so by Hilton.

- (b) **Updated Policy and Procedures Manual.** Thereafter, in connection with each Supplement, and at no additional cost to Hilton, Supplier shall deliver to Hilton for its review, comment and approval (i) a reasonably complete draft of an updated Policy and Procedures Manual containing additions and modifications applicable to and/or specified in such Supplement not later than thirty (30) days after the Supplement Effective Date, and (ii) a final draft of such updated Policy and Procedures Manual within sixty (60) days after the Supplement Effective Date. Hilton shall have at least fifteen (15) days to review the draft Policy and Procedures Manual and provide Supplier with comments and revisions. Supplier shall then incorporate any comments or suggestions of Hilton into the Policy and Procedures Manual and shall deliver a final revised version to Hilton within fifteen (15) days of its receipt of such comments and suggestions for Hilton's approval.
- (c) **Compliance.** Supplier shall perform the Services in accordance with applicable Laws and Hilton's then current policies and procedures until the Policy and Procedures Manual is finalized and agreed upon by the Parties. Thereafter, Supplier shall perform the Services in accordance with the Policy and Procedures Manual, all applicable Laws and all other terms and conditions of this Agreement. In the event of a conflict between this Agreement and the Policy and Procedures Manual, this Agreement shall control.
- (d) **Maintenance, Modification and Updating.** Supplier shall promptly modify and update the Policy and Procedures Manual to reflect changes in the operations or procedures described therein, to reflect new Supplements or other changes in the work to be performed, and to comply with Hilton Standards, Hilton

Rules, the Technology and Business Process Plan and Strategic Plans as described in **Sections 9.5** and **9.12**. Supplier shall provide the proposed changes in the manual to Hilton for review, comment and approval. Supplier shall maintain the Policy and Procedures Manual so as to be accessible electronically to Hilton management via a secure web site in a manner consistent with Hilton's security policies.

- (e) **Annual Review.** The Parties shall meet to perform a formal annual review of the Policy and Procedures Manual on a mutually agreed upon date but not later than thirty (30) days after each anniversary of the Effective Date.

9.2 Reports.

- (a) **Reports.** Supplier shall provide Hilton with monthly reports sufficient to permit Hilton to monitor and manage Supplier's performance along with any other reports to be provided under this Agreement ("**Reports**"). The Reports to be provided by Supplier shall include those described in the applicable Supplement in the format and at the frequencies provided therein, as well as those provided by Hilton personnel prior to the Commencement Date. In addition, from time to time, Hilton may identify additional Reports to be generated by Supplier and delivered to Hilton on an ad hoc or periodic basis. All Reports shall be provided to Hilton as part of the Services and at no additional charge to Hilton. The Reports shall be provided to Hilton in a network accessible format with ability for data to be downloaded to Hilton's then current standard spreadsheet application.
- (b) **Back-Up Documentation.** As part of the Services, Supplier shall provide Hilton with all documentation and other information available to Supplier as may be reasonably requested by Hilton from time to time in order to verify the accuracy of the Reports provided by Supplier.

9.3 Governance Model; Meetings.

- (a) **Governance.** The Parties shall, in connection with this Agreement, employ the governance model set forth in the applicable Supplement and **Exhibit 6**. No action taken by any person or committee in connection with governance will be deemed to be a waiver or modification of either Party's rights or obligations under this Agreement in the absence of a waiver in accordance with **Section 21.8** or an amendment in accordance with **Section 21.2**. Acceptance or approval of reports, presentations, meeting minutes or other governance documents shall not be deemed agreement with the contents of such documents or approval of any act or omission described in such documents.
- (b) **Meetings.** During the Term, representatives of the Parties shall meet periodically or as requested by Hilton to discuss matters arising under this Agreement, including any such meetings provided for in the applicable Supplement, the Transition Plan, the Policy and Procedures Manual or **Exhibit 6**. Each Party shall bear its own costs in connection with the attendance and participation of such Party's representatives in such meetings.

9.4 Quality Assurance and Internal Controls.

- (a) **General.** Supplier shall develop, implement and document Quality Assurance processes and procedures and internal controls (e.g., financial and accounting controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls), including implementing tools and methodologies, to ensure that the Services are performed in an accurate and timely manner, in accordance with (i) the Service Levels and other requirements in this Agreement; (ii) generally accepted accounting principles; (iii) the best practices of leading providers of comparable services; (iv) subject to **Section 15.8**, Laws applicable to Hilton, the other Eligible Recipients and/or the Services; (v) industry standards applicable to any Eligible Recipient and/or the Services and (vi) the Hilton Standards.
- (b) **Requirements.** Without limiting the foregoing, such processes, procedures and controls developed and implemented by Supplier shall require Supplier to:

- (i) Maintain a strong control environment in day-to-day operations, to assure that the following fundamental control objectives are met: (A) financial and operational information is valid, complete and accurate; (B) operations are performed efficiently and achieve effective results, consistent with the requirements of this Agreement; (C) assets are safeguarded; and (D) actions and decisions of the organization are in compliance with applicable Laws;
 - (ii) Build the following basic control activities into its work processes: (A) accountability clearly defined and understood; (B) access properly controlled; (C) adequate supervision; (D) transactions properly authorized; (E) transactions properly recorded; (F) transactions recorded in proper accounting period; (G) policies, procedures, and responsibilities documented; (H) adequate training and education; (I) adequate separation of duties; and (J) recorded assets compared with existing assets;
 - (iii) Conduct periodic control self-assessments with respect to all Services (such self-assessments to be performed at least quarterly unless and until Hilton approves less frequent self-assessments) and promptly remediate any non-compliant items (and promptly report to Hilton any items having the potential to impact an Eligible Recipient or Hilton Confidential Information);
 - (iv) Maintain an audit response function sufficient to monitor and assess the processes and Systems used to provide the Services and provide summaries of such internal audits to Hilton on a quarterly basis;
 - (v) Promptly conduct investigations of suspected fraudulent activities within Supplier's organization that impact or could impact an Eligible Recipient or Hilton Confidential Information. Supplier shall promptly notify Hilton of any such suspected fraudulent activity and the results of any such investigation as they relate to any Eligible Recipient or Hilton Confidential Information;
 - (vi) Comply with all applicable requirements and guidelines established by Hilton in order to assist Hilton to meet the requirements of (A) the Sarbanes-Oxley Act of 2002, as amended, and regulations promulgated by the United States Securities and Exchange Commission (the "SEC") and Public Company Accounting Oversight Board; (B) the Hilton Standards; (C) the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act, as amended, and implementing regulations; (D) the Gramm-Leach-Bliley Act, as amended, and implementing regulations; and (E) other applicable Laws;
 - (vii) Comply with the Hilton Code of Business Ethics; and
 - (viii) Comply with all internal or external audit activities, findings and action plans involving the Services in accordance with **Section 9.10**.
- (c) **Approval.** Supplier shall submit such processes, procedures and internal controls to Hilton for its review, comment and approval within thirty (30) days prior to the Commencement Date and shall use commercially reasonable efforts to finalize and obtain Hilton's final approval of such processes, procedures and internal controls on or before the Commencement Date. Upon Hilton's approval, such processes, procedures and internal controls shall be included in the Service Management and Governance Manual. No failure or inability of such processes, procedures and internal controls to disclose any errors or problems with the Services shall excuse Supplier's failure to comply with the Service Levels and other terms of this Agreement.
- (d) **Industry Standards, Certifications and Compliance.** Supplier has achieved and, to the extent relevant, shall maintain certification or compliance with the industry standards set forth in the applicable Supplement, in addition to the other certifications, specifications and standards set forth elsewhere in this Agreement. In addition, Supplier shall conduct an annual Controls Audit in accordance with **Section 9.10(h)** to validate the applicable controls and shall align the controls in the applicable environment through ISO 27001:2013 certification as outlined in the ISO 27002 code of practice.

9.5 Hilton Standards.

- (a) **Hilton Standards and Strategic Plans.** Hilton shall have final authority to promulgate (A) the standards, policies, practices, procedures, methodologies, controls and processes to be adhered to and enforced by Supplier in the performance of the Services and (B) the associated architectures, products, software, systems and technologies to be provided, operated, managed, supported and/or used by Supplier in connection therewith (collectively, the “**Hilton Standards**”), including those specified in **Attachment 2-C**. Hilton also shall have final authority to promulgate Strategic Plans on an annual basis and to modify and update such Strategic Plans on a periodic basis as appropriate. Only Hilton shall have the authority to modify or grant waivers from such Hilton Standards and Strategic Plans. Supplier shall (i) comply with and implement the Hilton Standards and Strategic Plans in providing the Services, (ii) work with Hilton to enforce the Hilton Standards and Strategic Plans, (iii) subject to **Section 4.3**, modify the Services as and to the extent necessary to conform to such Hilton Standards and Strategic Plans, and (iv) obtain Hilton’s prior written approval for any deviations from such Hilton Standards and Strategic Plans.
- (b) **Supplier Support.** At Hilton’s request, Supplier shall assist Hilton on an ongoing basis in developing Hilton Standards, annual Strategic Plans and short-term implementation plans. The assistance to be provided by Supplier shall include: (i) active participation with Hilton representatives on permanent and ad-hoc committees and working groups addressing such issues; (ii) assessments of the then-current Hilton Standards; (iii) analyses of the appropriate direction for such Hilton Standards in light of business priorities, business strategies, competitive market forces, and changes in technology; (iv) the provision of information to Hilton regarding Supplier’s technology, business processes and telecommunications strategies for its own business; and (v) recommendations regarding standards, processes, procedures, methodologies and controls and associated architectures, standards, products and systems.
- (c) **Technology and Business Process Plan.** Supplier shall develop and implement a technology and business process plan on an annual basis, or other more frequent basis, as requested by Hilton, and shall modify and update such plan on a periodic basis as appropriate (“**Technology and Business Process Plan**”). The Technology and Business Process Plan shall include, among other things, plans for: (i) implementing the then-current Hilton Standards and Strategic Plan; (ii) refreshing Equipment and Software in accordance with the refresh cycles and responsibilities described in the applicable Supplement; and (iii) adopting new technologies and business processes as part of the Technology and Business Process Evolution (as further described in this Section and **Section 9.12**). The development of the Technology and Business Process Plan shall be an iterative process that Supplier shall carry out in consultation with Hilton. The timetable for finalization of the Technology and Business Process Plan shall be set each year having regard to the timetable for the Strategic Plan. Following approval by Hilton, Supplier shall comply with the Technology and Business Process Plan unless and to the extent Hilton agrees to depart from such Technology and Business Process Plan.

9.6 Change Control.

- (a) **Compliance with Change Control Procedures.** In making any change in the standards, processes, procedures, methodologies or controls or associated technologies, architectures, products, Software, Equipment, Systems or Materials provided, operated, managed, supported or used in connection with the Services, Supplier shall comply with this **Section 9.6** and the change control procedures and change control standards specified in the Policy and Procedures Manual (collectively, the “**Change Control Procedures**”).
- (b) **Financial Responsibility for Changes.** Unless otherwise set forth in this Agreement or approved in accordance with **Section 4.3**, Supplier shall bear all charges, fees and costs associated with any change desired by Supplier or required by Laws applicable to the Services, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted business process or associated Software, Equipment, System, Services or Materials, (iii) any increase in the cost to the Eligible Recipients of operating, maintaining or supporting any impacted business process or associated Software,

Equipment, System, Services or Materials, and (iv) any increase in Resource Unit usage resulting from such change.

- (c) **Hilton Approval – Cost, Adverse Impact.** Supplier shall make no change that may (i) increase any Eligible Recipient's total cost of receiving the Services; (ii) require material changes to, or have an adverse impact on, any Eligible Recipient's businesses, operations, environments, facilities, business processes, systems, software, utilities, tools or equipment (including those provided, managed, operated, supported and/or used on their behalf by Third Party Contractors); (iii) require any Eligible Recipients or Supplier to install a new version, release, upgrade of, or replacement for, any Software or Equipment or to modify any Software or Equipment; (iv) have a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on the cost, either actual or planned, to Hilton of terminating all or any part of the Services or exercising its right to in-source or use third parties; (vi) require changes to or have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of Hilton's Retained Systems and Business Processes; (vii) result in a Service performed using human labor becoming Automated; or (viii) violate or be inconsistent with Hilton Standards or Strategic Plans as specified in **Section 9.5**, without first obtaining Hilton's approval, which approval Hilton may withhold in its sole discretion.
- (d) **Temporary Emergency Changes.** Notwithstanding the foregoing, Supplier may make temporary changes required by an emergency if it has been unable to contact the Hilton Relationship Manager or his or her designee to obtain approval after making reasonable efforts. Supplier shall document and report such emergency changes to Hilton not later than the next business day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by Hilton.
- (e) **Implementation of Changes.** Supplier shall schedule and implement all changes so as not to (i) disrupt or adversely impact the business, Systems or operations of the Eligible Recipients, (ii) degrade the Services then being received by them, or (iii) interfere with their ability to obtain the full benefit of the Services.

9.7 Software Currency

- (a) **Approval.** In accordance with **Section 9.6**, Supplier shall confer with Hilton prior to installing any Major Release or Minor Release, shall provide Hilton with the results of its testing and evaluation and a detailed implementation plan and shall not install such Release if directed not to do so by Hilton. Where specified by Hilton, Supplier shall not install new Software releases or make other Software changes until Hilton has completed and provided formal signoff on successful user acceptance testing.
- (b) **Updates by Hilton.** The Eligible Recipients shall have the right, but not the obligation, to install new releases of, replace, or make other changes to Applications Software or other Software for which Hilton is financially responsible under this Agreement.

9.8 Cost Effectiveness and Cost Reduction.

- (a) **Efficiency and Cost Effectiveness.** Supplier shall provide the Services in a cost-effective and efficient manner consistent with the level of quality and performance required by this Agreement. Without limiting the generality of the foregoing, such actions shall include efficiently using resources for which Hilton is charged hereunder, consistent with industry norms, and compiling data concerning such efficient use in segregated and auditable form whenever possible, as well as such actions as are identified in the applicable Supplement.
- (b) **Hilton Requests for Cost Reduction Proposals.** Without limiting Supplier's obligations under **Section 9.8(a)** above, Hilton may request from time to time that the Parties work together to identify ways to achieve reductions in the cost of service delivery not then contemplated by the applicable pricing and corresponding reductions in the permitted Charges by modifying or reducing the nature or scope of the

Services, the applicable Service Levels or other contract requirements. If requested by Hilton, Supplier shall promptly prepare a proposal at a level of detail sufficient to permit Hilton to make an informed business decision identifying all viable means of achieving the desired reductions without adversely impacting business objectives or requirements identified by Hilton. In preparing such a proposal, Supplier shall give due consideration to any means of achieving such reductions proposed by Hilton. Supplier shall negotiate in good faith with Hilton about each requested reduction in Charges and, without disclosing the actual cost of providing the Services, shall identify for Hilton if and to what extent the cost of service delivery may be reduced by implementing various changes in the contract requirements. Hilton shall not be obligated to accept any proposal and Supplier shall not be obligated to implement any change to the extent Hilton does not accept the applicable proposal.

9.9 Malicious Code. Each Party shall cooperate with the other Party and shall take commercially reasonable actions, and in the case of Supplier, precautions consistent with Hilton's policies with respect to Malicious Code, to prevent the introduction and proliferation of Malicious Code into Hilton's or another Eligible Recipient's environment or any System used by Supplier to provide the Services. Without limiting Supplier's other obligations under this Agreement, if Malicious Code is found in Equipment, Software or Systems provided, managed or supported by Supplier, Supplier shall, at no additional charge to Hilton, eliminate and reduce the effects of such Malicious Code and, if Malicious Code causes a loss of operational efficiency or loss of data, Supplier shall mitigate such losses and restore such data with generally accepted data restoration techniques.

9.10 Audit Rights.

- (a) **Records Retention.** Supplier shall, and shall cause its Subcontractors to, maintain complete and accurate records of and supporting documentation for all Charges, all Hilton Data, Materials, Applications, Software, Developed Materials and Development Tools, and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, compiled, processed or stored by Supplier in the performance of its obligations under this Agreement, including all invoices and supporting documentation (the "**Contract Records**"). Supplier shall maintain such Contract Records in accordance with applicable Laws and retain Contract Records in accordance with Hilton's record retention policy (as such policy may be modified from time to time and provided to Supplier in writing) during the Term and any Disengagement Services period and thereafter for the longer of (1) the period required by applicable Laws or (2) the period ending at the end of the fifth (5th) full calendar year after the calendar year in which Supplier ceased performing the Services (including Disengagement Services) (the "**Audit Period**"), provided that, at the end of the Audit Period, Supplier shall return any remaining Contract Records.
- (b) **Operational Audits.** During the Audit Period, Supplier shall, and shall cause its Subcontractors to, provide to Hilton (and internal and external auditors, inspectors, regulators and other representatives that Hilton may designate from time to time, including customers, vendors, licensors and other third parties to the extent any Eligible Recipient is legally or contractually obligated to submit to audits by such entities (collectively, "**Permitted Auditors**")) access at reasonable hours to Supplier Personnel, to Systems used by Supplier, to the facilities at or from which Services are then being provided and to Supplier records and other pertinent information, all to the extent relevant to the Services, usage of Third Party Software and/or compliance with Supplier's obligations under this Agreement. If an audit reveals a non-trivial breach of this Agreement or that Supplier is not in compliance with a Third Party Software license agreement, Supplier shall promptly reimburse Hilton for the actual cost of such audit, any incremental follow-up audit to verify that such breach has been corrected, and, if applicable, any license fees, penalties and costs for the additional usage of Third Party Software.
- (c) **Financial Audits.** During the Audit Period, Supplier shall, and shall cause its Subcontractors to, provide to Hilton and Permitted Auditors access during reasonable hours to Supplier Personnel and to Contract Records and other pertinent information to conduct financial audits, all to the extent relevant to the performance of Supplier's financial obligations under this Agreement. If any such audit reveals an overcharge by Supplier, and Supplier does not successfully dispute the amount questioned by such audit in accordance with **Article 19**, Supplier shall promptly pay to Hilton the amount of such overcharge,

together with interest from the date of Supplier's receipt of such overcharge at the lesser of twelve percent (12%) per annum or the maximum rate allowed by law. In addition, if any such audit reveals an overcharge of more than one percent (1%) of the audited Charges, Supplier shall promptly reimburse Hilton for the actual cost of such audit.

- (d) **Audit Assistance.** Supplier shall (i) provide any assistance reasonably requested by Hilton or a Permitted Auditor in conducting any such audit, including installing and operating audit software, (ii) make requested personnel, records, Systems and information available to Hilton or a Permitted Auditor in response to an audit or request for information, (iii) make copies of any data or information that Hilton or a Permitted Auditor has the right to access (which Hilton and such Permitted Auditor shall be permitted to retain), and (iv) in all cases, provide such assistance, personnel, records, Systems and information in an expeditious manner to facilitate the timely completion of such audit.

(e) **General Procedures.**

- (i) Notwithstanding the intended breadth of Hilton's audit rights, Hilton shall not be given access to (A) the confidential information of other Supplier customers, (B) Supplier locations that are not related to Hilton, the other Eligible Recipients or the Services, or (C) Supplier's internal costs, except to the extent such costs are the basis upon which Hilton is charged (e.g., reimbursable expenses, Out-of-Pocket Expenses, Administered Expenses or cost-plus Charges) and/or are necessary to calculate the applicable variable Charges.
- (ii) In performing audits, Hilton shall endeavor to avoid unnecessary disruption of Supplier's operations and unnecessary interference with Supplier's ability to perform the Services in accordance with the Service Levels.
- (iii) Hilton shall be given adequate private workspace in which to perform an audit, plus access to photocopiers, telephones, facsimile machines, Internet connectivity and any other facilities or equipment needed for the performance of the audit.

- (f) **Supplier Internal Audit.** If Supplier determines as a result of its own internal audit or otherwise that it has overcharged Hilton, then Supplier shall promptly pay to Hilton the amount of such overcharge, together with interest from the date of Supplier's receipt of such overcharge at the lesser of twelve percent (12%) per annum or the maximum rate allowed by law.

- (g) **Supplier Response to Audits.** Supplier and Hilton shall meet promptly upon the completion of any audit contemplated by or conducted pursuant to this **Section 9.10** (i.e., an exit interview) and/or the issuance of an interim or final report following such an audit. Supplier shall respond to each exit interview and/or audit report in writing within thirty (30) days, unless a shorter response time is specified in such report. Supplier and Hilton shall develop and agree upon an action plan to expeditiously address and resolve any deficiencies, concerns and/or recommendations identified in such exit interview or audit report. Supplier, at its own expense, shall then undertake remedial action in accordance with such action plan and the dates specified therein to the extent necessary to comply with Supplier's obligations under this Agreement.

(h) **Controls Audit.**

- (i) In addition to its other obligations under this **Section 9.10**, Supplier shall, on an annual basis, cause an independent public accounting firm to produce a SOC 1 Report, SOC 2 Report, and SOC 3 Report (such reports, collectively, "**Controls Audit Reports**") by conducting Type II multi-client audits pursuant to the applicable controls audit standard in effect issued by the American Institute of CPAs or the International Auditing and Assurance Standards Board (such audits, collectively, the "**Controls Audit**") with respect to Supplier's provision of the Services and/or services similar to the Services. Supplier shall confer with Hilton as to the scope, control objective requirements and timing of each such audit, and accommodate Hilton's requirements and concerns to the extent practicable. Unless otherwise agreed by the Parties, such audit shall be conducted with a date range

of at least twelve (12) months and so as to result in a final audit opinion dated September 30th or later each calendar year. Supplier shall provide Hilton and its independent auditors with a copy of such opinion and the resulting Controls Audit Reports as soon as reasonably possible after the conclusion of such audit, and in all events by October 31st of the same calendar year that such opinion is dated. At Hilton's request at any time, Supplier shall confirm in writing that there have been no changes in the relevant policies, procedures and internal controls since the completion of such audit. The Controls Audit shall be conducted, and the resulting opinion and Controls Audit Reports shall be provided, at no additional charge to Hilton. Supplier shall respond to such Controls Audit Reports in accordance with **Section 9.10(g)**.

- (ii) If Supplier is unable to timely deliver to Hilton, in accordance with **Section 9.10(h)(i)** above, an unqualified opinion, or the Controls Audit reveals any deficiency or material weakness, Supplier shall (A) provide Hilton, on or before the date such opinion is delivered or due to be delivered, a written statement describing the circumstances giving rise to any delay or any qualification, (B) take such actions as shall be necessary to resolve such circumstances as soon as practicable, and (C) permit Hilton and its Permitted Auditors to perform such procedures and testing as are reasonably necessary for their assessment of the operating effectiveness of Supplier's policies, procedures and internal controls. Supplier acknowledges and agrees that Hilton and Permitted Auditors, upon receiving a copy of the Controls Audit Reports, shall have the right to review the auditor work papers at the auditor premises, as well as interview the auditor personnel who did the actual audit work if Hilton or Permitted Auditors require clarification on the Controls Audit Reports and work papers to the extent such audit rights are available under the agreements signed by Supplier with existing third-party audit firms.
- (iii) To the extent Hilton requests that, in addition to the Controls Audit described above, Supplier conduct a Hilton-specific Controls Audit, Supplier shall do so at Hilton's expense (provided that Supplier notifies Hilton of such expense, obtains Hilton's prior approval of, and uses commercially reasonable efforts to minimize, such expense). If, however, Supplier undertakes additional or different Controls Audits (or equivalent audits) of Supplier Facilities in question (other than customer-specific audits requested and paid for by other Supplier customers), Supplier shall accord Hilton the rights described in the last two sentences of **Section 9.10(h)(i)** with respect to such audits.
- (iv) Unless otherwise approved by Hilton, any Supplier subcontract shall require the applicable Subcontractor to provide an annual Controls Audit to Hilton under terms and conditions identical to those applicable to Supplier under this **Section 9.10(h)**.
- (i) **Audit Costs.** Except as provided in this **Section 9.10**, Supplier and its Subcontractors and suppliers shall provide the Services described in this **Section 9.10** at no additional charge to Hilton.

9.11 Subcontractors.

- (a) **Use of Subcontractors.** Except as provided in **Section 9.11(b)**, Supplier shall not subcontract any of the Services unless Supplier has (i) given Hilton reasonable prior notice of any such subcontract, specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor, the reasons for subcontracting the work in question, the location of the Subcontractor facilities from which the Services shall be provided, and the extent to which the subcontract shall be dedicated; (ii) provided Hilton with either a copy of the proposed subcontract, or a detailed description of the scope and material terms of the proposed subcontract, in either case excluding the pricing terms; (iii) obtained Hilton's prior approval of the proposed Subcontractor; using the form attached as **Annex 2**; (iv) included Hilton as an intended third party beneficiary in any proposed subcontract; (v) conducted an audit of the security and privacy practices of each proposed Subcontractor to ensure that all Subcontractors provide a level of security and privacy appropriate to their access to Hilton Data and Personal Data and the scope of Services they are engaged to provide; (vi) when processing Personal Data to or from Subcontractors in providing the Services and/or meeting any other obligations under this Agreement (A) not transferred any Personal Data received by or on behalf of Hilton

under this Agreement from one country to another, except with the prior written consent of Hilton and in accordance with any additional terms required by applicable Law and/or which Hilton may impose on the transfer and (B) required such Subcontractors to (1) enter into appropriate security and data protection terms, including background checks, confidentiality and privacy contract terms, and all such terms are and will be consistent with this Agreement (as it may be amended during the Term and any Disengagement Services Period) and (2) executed the Standard Contractual Clauses or the Successor Model Contract Clauses or otherwise be obligated to comply with the terms of the Standard Contractual Clauses (and including the obligation of direct liability to data subjects as required by the Standard Contractual Clauses or the Successor Model Contract Clauses) in accordance with Section 13.3. Any pre-approved Subcontractors shall be listed in the applicable Supplement, along with the components and locations of the Services to be provided by each Subcontractor.

- (b) **Subcontractors Not Requiring Approval.** Subject to Section 9.11(e) below, Supplier may, in the ordinary course of business and without Hilton's prior approval, enter into subcontracts for third party services or products that are not a material portion of the Services, that are not exclusively dedicated to Hilton and that do not include any direct or indirect contact with Hilton personnel or data or the performance of Services at Hilton sites, provided that such subcontracts entered into without Hilton's approval do not comprise greater than ten percent (10%) of the total work effort provided under the applicable Supplement. Such Subcontractors shall possess the training, experience, competence and skill to perform the work in a skilled and professional manner.
- (c) **Supplier Responsibility.** Unless otherwise approved by Hilton, the terms of any subcontract must be consistent with this Agreement, including: (i) confidentiality and intellectual property obligations, including obligations that are at least as restrictive as those set forth in Articles 13 and 14; (ii) Hilton's approval rights (which must apply directly to the Subcontractor); (iii) compliance with Hilton Standards, including Strategic Plans and applicable Laws; (iv) compliance with Hilton's policies and directions; (v) audit rights and requirements, as described in Section 9.10; (vi) prohibiting each Subcontractor from further subcontracting any processing operations performed on behalf of Supplier without the Subcontractor first (A) notifying Supplier, and (B) putting in place a written agreement with its subcontractor that flows down and imposes the same obligations regarding security and data protection terms between Supplier and the Subcontractor to all tiers of subcontractors, including the obligations to execute or otherwise comply with the Standard Contractual Clauses (and including the obligation of direct liability to data subjects as required by the Standard Contractual Clauses in accordance with Section 13.3; (vii) Key Supplier Personnel; (viii) insurance coverage with coverage types and limits consistent with the scope of work to be performed by such Subcontractors; and (ix) compliance with Section 6.1 and Section 6.2. Notwithstanding the terms of the applicable subcontract, the approval of such Subcontractor by Hilton or the availability or unavailability of Subcontractor insurance, Supplier shall be and remain responsible and liable for any acts or omissions of any Subcontractor or Subcontractor personnel (including failure to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Supplier under this Agreement) to the same extent as if such acts or omissions were committed by Supplier or Supplier employees.
- (d) **Right to Require Removal.** Hilton shall have the right to require Supplier to replace any Subcontractor (notwithstanding any prior approval), at no additional cost to Hilton, if such Subcontractor's performance is materially deficient or if there are other reasonable grounds for removal. If directed to do so, Supplier shall remove and replace such Subcontractor as soon as possible. Supplier shall continue to perform its obligations under this Agreement, notwithstanding the removal of such Subcontractor. Hilton shall have no responsibility for any termination charges, transition charges or cancellation fees that Supplier may be obligated to pay to a Subcontractor as a result of the removal of such Subcontractor at Hilton's request or the withdrawal or cancellation of the Services then performed by such Subcontractor as permitted under this Agreement.
- (e) **Subcontracting of Obligations Related to Personal Data.** Notwithstanding Section 9.11(b) above, Supplier shall not engage a Subcontractor to perform any of Supplier's rights or obligations concerning Personal Data without the prior written consent of Hilton. Where Supplier, with the consent of Hilton,

subcontracts such rights or obligations, Supplier shall enter into a written agreement with each such Subcontractor that complies with the requirements of this **Section 9.11**.

9.12 Technology and Business Process Evolution.

- (a) **Obligation to Evolve.** Subject to **Section 9.5**, **9.6** and **11.1(d)**, Supplier shall provide the Services using current technologies and business processes that are consistent with the industry best standards and practices that will enable the Eligible Recipients to take advantage of the advances in the industry and support their efforts to maintain competitiveness in their markets. Supplier shall identify and propose the implementation of Technology and Business Process Evolutions that are likely to: (i) improve the efficiency and effectiveness of the Services (including cost savings); (ii) improve the efficiency and effectiveness of the services and functions performed by or for the Eligible Recipients at or from Hilton facilities; (iii) result in cost savings or revenue increases to the Eligible Recipients in areas of their business outside the Services; (iv) enhance the ability of the Eligible Recipients to conduct their businesses and serve their customers; and (v) achieve the objectives of the Eligible Recipients faster and/or more efficiently.
- (b) **Annual Technology and Business Process Review.** Hilton may elect to conduct an annual technology and business process review to compare Supplier's then-current technologies and business processes against the industry best standards and practices. If any such review reveals that the technologies and business processes then utilized by Supplier are not at the level of "industry best practice," then the Parties shall review the results of such review and promptly establish and implement a plan to implement identified best practices.
- (c) **Supplier Briefings.** At least semi-annually, Supplier shall meet with Hilton to formally brief Hilton regarding Technology and Business Process Evolutions of possible interest or applicability to the Eligible Recipients. Such briefing shall include Supplier's assessment of the business impact, performance improvements and cost savings associated with such Technology and Business Process Evolutions. Subject to its non-disclosure obligation under other customer contracts, Supplier shall obtain information regarding Technology and Business Process Evolutions from other customer engagements and shall communicate such information to Hilton on an ongoing basis.
- (d) **Supplier Developed Advances.** If Supplier develops technological advances in or changes to the information technology and business processes and services and associated technologies used to provide the same or substantially similar services to other Supplier customers or Supplier develops new or enhanced processes, services, software, tools, products or methodologies to be offered to such customers (collectively, "**New Advances**"), Supplier shall (i) offer Hilton the opportunity to serve as a pilot customer in connection with the implementation of such New Advances; and (ii) if Hilton declines such opportunity, offer Hilton preferred access to such New Advances and the opportunity to be among the first of the Supplier customer base to implement and receive the benefits of any New Advances.
- (e) **Included in Charges.** Supplier shall deploy, implement, maintain and support Technology and Business Process Evolution and New Advances and such Technology and Business Process Evolution and New Advances shall be included in the Charges except as set forth in the applicable Supplement or to the extent such implementation constitutes a New Service.

9.13 Notice of Adverse Impact. If Supplier becomes aware of any failure by Supplier to comply with its obligations under this Agreement or any other situation (a) that has impacted or reasonably could impact the maintenance of any Eligible Recipient's financial integrity or internal controls, the accuracy of any Eligible Recipient's financial, accounting, safety, security, manufacturing/production quality or human resources records and reports, and reports or compliance with Hilton Rules, Hilton Standards or applicable Laws, or (b) that has had or reasonably could have any other material adverse impact on the Services in question or the business operations or reputation of the Eligible Recipients, then Supplier shall expeditiously notify Hilton of such situation and the impact or expected impact and Supplier and Hilton shall meet to formulate and implement an action plan to rectify such situation and minimize or eliminate such impact.

9.14 Force Majeure.

- (a) **General.** Subject to the remainder of this Sections 9.14~~Error! Reference source not found.~~, no Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; wars, terrorist acts, site-specific terrorist threats, riots, civil disorders, rebellions or revolutions; strikes, lockouts or labor disputes; or any other similar cause beyond the reasonable control of such Party (a “**Force Majeure Event**”); except to the extent that the non-performing Party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute involving Supplier Personnel shall not excuse Supplier from its obligations hereunder. In addition, the refusal of a Supplier Personnel to enter a facility that is the subject of a labor dispute shall excuse Supplier from its obligations hereunder only if and to the extent such refusal is based upon a clear and present danger of physical harm.
- (b) **Duration and Notification.** In the event of a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so prevented, hindered or delayed in its performance shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (to be confirmed in writing within twenty-four (24) hours after the inception of such delay) and describe at a reasonable level of detail the circumstances of the Force Majeure Event, of delays or anticipated delays in the performance or observance of such Party’s obligations, the steps being taken to address such Force Majeure Event, and the expected duration of such Force Majeure Event.
- (c) **Substitute Services.** If any Force Majeure Event has substantially prevented, hindered or delayed, or is reasonably expected to substantially prevent, hinder or delay, the performance by Supplier or one of its Subcontractors of Services for longer than the recovery period specified in the applicable disaster recovery plan, or if there is no such recovery period, forty-eight (48) hours, Supplier shall, unless and until otherwise directed by Hilton, use commercially reasonable efforts to procure such Services from an alternate source at Supplier’s expense for so long as the delay in performance shall continue. If Supplier is unable to procure such substitute services on an expedited basis or Hilton elects to contract directly for such services, Hilton may procure such Services from an alternate source at Supplier’s expense up to the Charges actually paid to Supplier with respect to the period of non-performance. Supplier shall not have the right to additional payments or increased usage charges as a result of any Force Majeure Event affecting Supplier’s ability to perform.
- (d) **Termination.** If any Force Majeure Event prevents, hinders or delays the performance by Supplier or one of its Subcontractors of Services in any material respect (i) for more than five (5) days, Hilton, at its option, may terminate any portion of this Agreement so affected without payment of Termination Charges; or (ii) for more than ten (10) days, Hilton, at its option, may terminate this Agreement in whole or part without payment of Termination Charges. If, in either event, Hilton elects to terminate less than all Services, the Charges payable under this Agreement shall be equitably adjusted, in accordance with the pricing methodology set forth in this Agreement, to reflect such partial termination.
- (e) **Disaster Recovery Services.** Upon the occurrence of a Force Majeure Event that constitutes a disaster under the applicable disaster recovery/business continuity plan, Supplier shall promptly implement, as appropriate, such disaster recovery/business continuity plan and provide disaster recovery and business continuity services as described in such plan. The occurrence of a Force Majeure Event shall not relieve Supplier of its obligation to implement the applicable disaster recovery/business continuity plan and provide disaster recovery and business continuity services. Supplier shall also establish, document and demonstrate a Hilton-specific Supplier disaster recovery/business continuity plan that includes provisions for backup facilities, utilities, staffing and telecommunications. Such plan shall be operative from the Commencement Date and shall at all times be aligned with Hilton’s then-current disaster recovery/business continuity plan. Supplier shall address and resolve any issues or changes flagged for

attention by Hilton in such plan as soon as practicable but no longer than thirty (30) days after notification by Hilton. Supplier shall test such plan at least annually, including as may be required in **Exhibit 2** and the applicable Supplement and, upon request by Hilton or as otherwise required by the applicable Supplement, share the results of such tests with Hilton. Supplier shall perform re-tests if any such test reveals any issues or problems.

- (f) **Payment Obligation.** If Supplier fails to provide Services in accordance with this Agreement due to the occurrence of a Force Majeure Event, all amounts payable to Supplier hereunder shall be equitably adjusted in a manner such that Hilton is not required to pay any amounts for Services that it is not receiving whether from Supplier or from an alternate source at Supplier's expense pursuant to **Section 9.14(c)**.
- (g) **Allocation of Resources.** Without limiting Supplier's obligations under this Agreement, whenever a Force Majeure Event causes Supplier to allocate limited resources between or among Supplier's customers and Affiliates, the Eligible Recipients shall receive at least the same treatment as comparable Supplier customers. In no event will Supplier re-deploy or re-assign any Key Supplier Personnel to another customer or account in the event of the occurrence of a Force Majeure Event.

9.15 Specialized Services. Upon Hilton's request, Supplier shall provide the Eligible Recipients with prompt access to Supplier's specialized services, personnel and resources pertaining to information technology and business process standards, processes and procedures and associated software, equipment and systems on an expedited basis taking into account the relevant circumstances (the "**Specialized Services**"). The Parties acknowledge that the provision of such Specialized Services may, in some cases, constitute New Services for which Supplier is entitled to additional compensation, but in no event shall Supplier be entitled to any additional compensation for New Services under this **Section 9.15** unless the Hilton Relationship Manager and Supplier Account Manager, or their authorized designee, expressly agree upon such additional compensation or Supplier's entitlement to additional compensation is established through the dispute resolution process. If Hilton authorizes Supplier to provide Specialized Services but the Parties disagree as to whether such authorized Specialized Services constitute New Services, Supplier shall proceed with the provision of such Specialized Services and the disagreement shall be submitted to dispute resolution pursuant to **Article 19**.

9.16 Step-In Rights.

- (a) If Supplier fails to deliver all or part of the Services in breach of this Agreement, and such breach has, or is reasonably likely to have, an adverse impact on an Eligible Recipient, Hilton may, following notification by Hilton to Supplier and a failure to cure such breach within two (2) days after receipt of such notification by Supplier, assign Hilton staff and/or any third parties to step-in for Supplier and perform the functions, tasks and/or activities that should have been performed by Supplier as part of such Services without breach (the "**Step-In Right**"). Such notification by Hilton to Supplier indicating that Hilton intends to exercise a Step In Right (the "**Step-In Notice**") shall contain reasonable detail regarding (i) to the extent known by Hilton at the time of notification, the action or actions Hilton and/or any third parties intend to take in exercising the Step In Right and (ii) the date on which Hilton plans to initiate such Step In Right. All costs associated with Hilton's exercise of such Step In Right under this **Section 9.16** (Step-In Rights) shall be borne by Supplier. Upon Hilton's initiation of the Step In Right, Supplier shall develop a plan to resume performing the affected Services to the standards required by this Agreement (the "**Step-Out Plan**"), which shall be agreed with Hilton. Following agreement of such Step Out Plan, Supplier shall implement the plan and shall devote sufficient resources to ensure that delivery of the affected Services is restored in accordance with the requirements of this Agreement.
- (b) Hilton's Step In Right shall end when the event giving rise to the Step-In Right is resolved such that Supplier is able to demonstrate the ability to resume the performance of such Services in accordance with this Agreement and the Step Out Plan. Supplier shall deliver a sufficiently prior written notice to Hilton (the "**Step-Out Notice**") specifying the date (the "**Step-Out Date**") that Supplier plans to so resume performance. Hilton shall, on the Step Out Date or such later date as

Supplier demonstrates its ability to perform as described in this **Section 9.16**, permit Supplier to resume performing the affected Services, and Supplier shall so resume performance.

- (c) Hilton's exercise of the Step In Right shall not constitute a waiver by Hilton of any of its other rights under this Agreement (including Hilton's rights set forth in **Article 20** (Termination)).

10. HILTON RESPONSIBILITIES.

10.1 Responsibilities.

- (a) **Hilton Relationship Manager.** Hilton shall designate one (1) individual to whom all Supplier communications concerning this Agreement may be addressed (the "**Hilton Relationship Manager**"), who shall have the authority to act on behalf of the Eligible Recipients in all day-to-day matters pertaining to this Agreement. Hilton may change the designated Hilton Relationship Manager from time to time by providing notice to Supplier. Additionally, Hilton shall have the option, but shall not be obligated, to designate additional representatives who shall be authorized to make certain decisions (e.g., regarding emergency maintenance) if the Hilton Relationship Manager is not available.
- (b) **Cooperation.** Hilton shall cooperate with Supplier by, among other things, making available, as reasonably requested by Supplier, management decisions, information, approvals and acceptances so that Supplier may accomplish its obligations and responsibilities hereunder.
- (c) **Requirement of Writing.** Without limiting **Sections 21.2, 21.3** or **21.8**, to the extent Supplier is required under this Agreement to obtain Hilton's approval, consent, authorization, designation or agreement, such approval, consent, authorization, designation or agreement shall (i) be in writing from the Hilton Relationship Manager or an authorized Hilton representative designated by the Hilton Relationship Manager in writing, (ii) expressly state an intent to approve, consent, authorize, designate or agree and (iii) be either physically signed or transmitted with an email message with the sender's name typed at the end of the message. Notwithstanding the preceding sentence, but subject to **Sections 21.2, 21.3** and **21.8**, the Hilton Relationship Manager may agree in advance in writing that as to certain specific matters oral approval, consent, authorization, designation or agreement shall be sufficient.

10.2 Supplier Excused Performance. Supplier's failure to perform its obligations under this Agreement (including meeting the Service Levels) shall be excused only if and to the extent such Supplier non-performance is caused by (i) the wrongful or tortious actions of an Eligible Recipient or a Third Party Contractor performing obligations on behalf of Hilton under this Agreement, or (ii) the failure of an Eligible Recipient or such a Third Party Contractor to perform Hilton's expressly specified obligations under this Agreement (in each case, unless and to the extent, as to Third Party Contractors, such failure is attributable to Supplier's failure to properly manage such Third Party Contractor), but only if (A) Supplier expeditiously gives Hilton notice of such wrongful or tortious action or failure to perform (which notice shall describe in reasonable detail Supplier's inability to perform under such circumstances), (B) Supplier provides Hilton with every reasonable opportunity to correct such wrongful or tortious action or failure to perform and thereby avoid such Supplier non-performance, (C) Supplier identifies and pursues all commercially reasonable means to avoid or mitigate the impact of such wrongful or tortious action or failure to perform, (D) Supplier uses commercially reasonable efforts to perform notwithstanding such wrongful or tortious action or failure to perform, and (E) Supplier conducts a Root Cause Analysis and thereby demonstrates that such wrongful or tortious action or failure to perform is the cause of Supplier's non-performance. Supplier acknowledges and agrees that (a) the circumstances described in this **Section 10.2**, together with **Section 9.14**, are the only circumstances in which its failure to perform its obligations under this Agreement (including meeting the Service Levels) will be excused and that Supplier will not assert any other act or omission of an Eligible Recipient or a Third Party Contractor as excusing any such failure on Supplier's part; and (b) notwithstanding anything to the contrary in this Agreement, any activities, functions, responsibilities and tasks identified as Hilton's responsibility in the applicable Supplement, other than payment obligations, are not intended as contractual responsibilities of Hilton, and will be used solely to evaluate whether Supplier's failure to perform its responsibilities in this Agreement is excused in accordance with this **Section 10.2**, and not with respect to any other purpose (including any claim by Supplier that Hilton has breached this Agreement).

11. CHARGES.

11.1 General.

- (a) **Payment of Charges.** In consideration of Supplier's performance of the Services, Hilton agrees to pay Supplier the applicable Charges specified in Exhibit 4 and the applicable Supplement. Such Charges shall fully compensate Supplier for providing the Services. Hilton shall not be required to pay Supplier any amounts for the Services in addition to such Charges. Supplier acknowledges and agrees that there are no separate or additional costs, expenses, charges, fees or other amounts to be paid to Supplier for such Services. All costs, expenses, charges, fees or other amounts incurred by Supplier prior to the Effective Date are included in the Charges and are not to be separately paid or reimbursed by Hilton. Supplier shall continually seek to identify methods of reducing such Charges. For each method so identified, Supplier shall notify Hilton of such method and the estimated potential savings associated with each such method.
- (b) **Incidental Expenses.** Supplier acknowledges that expenses that Supplier incurs in performing the Services and are not separately reimbursable by Hilton unless Hilton has agreed in writing in advance to reimburse Supplier for such expenses.
- (c) **Proration.** Periodic Charges under this Agreement are to be computed on a calendar month basis, and shall be prorated for any partial month on a calendar day basis.
- (d) **Charges for Contract Changes.** Unless otherwise agreed, changes in the Services (including changes in the Hilton Standards, Strategic Plans, Technology and Business Process Plans, business processes, Software, Equipment, Materials and Systems) and changes in the rights or obligations of the Parties under this Agreement (collectively, "**Contract Changes**") shall result in changes in the applicable Charges only if and to the extent (i) this Agreement expressly provides for a change in the Supplier Charges in such circumstances; (ii) the agreed upon Charges or pricing methodology expressly provides for a price change in such circumstances (for example, the applicable Supplement specifies the number of FTEs or hours of coverage to be provided for the quoted price or defines a Resource Unit rate for increased or decreased usage above or below the applicable Resource Baseline); or (iii) the Contract Change meets the definition of billable Project or New Service and additional Charges are applicable in accordance therewith.
- (e) **Eligible Recipient Services.**
 - (i) **New Eligible Recipients.** From time to time Hilton may request that Supplier provide Services to Eligible Recipients not previously receiving such Services. Except as provided in Section 4.3 or otherwise agreed by the Parties, such Services shall be performed in accordance with the terms and conditions (including Charges but excluding any non-recurring transition or start-up activities specific to such Eligible Recipients) then applicable to the provision of the same Services to existing Eligible Recipients.
 - (ii) **Existing Supplier Hilton.** If an Eligible Recipient acquires an Entity and such Entity has an existing contract with Supplier for services similar to those provided under any Supplement, Hilton may, in its discretion, designate such Entity as an Eligible Recipient under this Agreement and terminate the other contract for convenience or terminate this Agreement for convenience and roll the Service then being provided hereunder under the other contract. In either event, Supplier shall reduce and/or rollover to the extent possible the applicable termination charges and/or wind-down expenses Hilton would otherwise be obligated to pay in connection with such a termination. Supplier shall require Hilton to pay only reasonable and unavoidable wind-down expenses, and only to the extent such items cannot be rolled into the applicable termination charges under the surviving contract.
 - (iii) **Election Procedure.** In the event of a transaction described in clause (c), (d) or (e) of the definition of Eligible Recipient in Exhibit 1, Hilton may elect, on behalf of the Entity in question, either (A)

that such Entity shall continue to obtain some or all of the Services subject to and in accordance with the terms and conditions (including Charges) of this Agreement for the remainder of the Term, (B) that such Entity shall obtain some or all of the Services under a separate agreement between Supplier and such Entity containing the same terms and conditions (including Charges) as this Agreement or (C) that such Entity shall no longer receive some or all the Services as of a specified date, subject to its receipt of Disengagement Services pursuant to **Section 20.8**. If the Services are provided under a separate agreement, Hilton shall have no obligation to pay any fees in relation to the Services provided to such Entity. If such a separate agreement is entered into, as part of creating such separate agreement, the Parties shall allocate Charges, volume and/or revenue sensitive measures and the Termination Charges between Hilton and such Entity consistent with the allocation requested by Hilton, provided such allocation equitably reflects the allocation by Hilton of services to be provided under this Agreement and the separate agreement with such Entity.

11.2 Reserved.

11.3 Taxes. The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

- (a) **Income Taxes.** Each Party shall be responsible for its own Income Taxes.
- (b) **Recoverable Taxes.** All sums payable under or in connection with this Agreement shall be exclusive of Recoverable Taxes, and each Party shall, in addition to such sums, pay any Recoverable Taxes properly chargeable thereon on receipt of a valid invoice.
- (c) **Taxes on Goods or Services Used by Supplier.** Supplier shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes, tariffs and duties (including Recoverable Taxes) payable by Supplier on any goods or services used or consumed by Supplier in providing the Services (including services obtained from Subcontractors) where the tax is imposed on Supplier's acquisition or use of such goods or services and the amount of tax is measured by Supplier's costs in acquiring or procuring such goods or services and not by Hilton's cost of acquiring such goods or services from Supplier. Notwithstanding anything to the contrary in this Agreement, Supplier will be solely responsible for payment of any inter-company Service Taxes, withholding taxes and other similar inter-company charges between Supplier and any Supplier Affiliates or other Subcontractors who are providing Services.
- (d) **Service Taxes.**
 - (i) Hilton shall be financially responsible for all Service Taxes assessed against either Party on the Services as a whole, or on any particular Service by a Tax Authority in a jurisdiction in which the Eligible Recipients are physically located and/or are deemed to receive the benefit of the Services ("**Hilton Service Taxes**"). If new or higher Hilton Service Taxes become applicable to the Services as a result of either Party moving all or part of its operations to a different jurisdiction (e.g., Hilton opening a new office, Supplier relocating performance of Services to a shared service center or assigning this Agreement to an Affiliate), the Party initiating such move shall be financially responsible for such new or higher Hilton Service Taxes. If new or higher Hilton Service Taxes become applicable to such Services after the Effective Date for any other reason (e.g., tax law changes, but not volume changes), the Parties shall negotiate in good faith and diligently seek to agree upon legally permissible means of avoiding or minimizing such new or higher Hilton Service Taxes and/or an allocation or sharing of financial responsibility for such additional Hilton Service Taxes. If the Parties are unable to agree upon such measures within thirty (30) days and the cumulative impact of all such new or higher Hilton Service Taxes, in the aggregate, exceed five percent (5%) of the anticipated Charges under an impacted Supplement, Hilton may elect to terminate such Supplement in its entirety, or terminate any portions impacted by such additional Hilton Service Taxes. If Hilton elects to terminate on this basis, Hilton shall not be obligated to pay any Termination Charges.

- (ii) Supplier shall be financially responsible for all Service Taxes assessed against either Party by a Tax Authority in a jurisdiction from which such Services are provided by Supplier and all Service Taxes otherwise attributable to the provision of Services by Supplier from such jurisdiction (“**Supplier Service Taxes**”), provided such Supplier Service Taxes are not assessed as a result of the presence in such jurisdiction of the Hilton site(s) to which such Services are provided, and only to the extent such Supplier Service Taxes are not fully recoverable by Hilton.
- (iii) If required under applicable Laws, Supplier shall invoice Hilton for the full amount of such Service Taxes and then credit or reimburse Hilton for that portion of such Service Taxes for which Supplier is financially responsible under this provision.
- (e) **Withholding.** Any withholding tax or other tax of any kind that Hilton is required by applicable Law to withhold and pay on behalf of Supplier with respect to amounts payable to Supplier under this Agreement shall be deducted from such amounts prior to remittance to Supplier. Hilton will provide to Supplier reasonable assistance, which shall include the provision of documentation as required by revenue authorities, to enable Supplier to claim exemption from or obtain a repayment of such withheld taxes and shall, upon request, provide Supplier with a copy of the withholding tax certificate or equivalent documentation.
- (f) **Efforts to Minimize Taxes.** Supplier shall cooperate fully with Hilton to enable Hilton to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. Supplier’s invoices shall separately state the Charges that are subject to taxation and the amount of taxes included therein. Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials, or services, and other exemption certificates or information reasonably requested by either Party.
- (g) **Tax Audits or Proceedings.** Each Party shall promptly notify the other Party of, and coordinate with the other Party, the response to and settlement of, any claim for taxes asserted by applicable Tax Authorities for which the other Party is financially responsible hereunder. With respect to any claim arising out of a form or return signed by a Party, such Party shall have the right to elect to control the response to and settlement of the claim, but the other Party shall have the right to participate in the responses and settlements to the extent appropriate given its potential responsibilities or liabilities. Each Party also shall have the right to challenge the imposition of any tax liability for which it is financially responsible under this Agreement or, if necessary, to direct the other Party to challenge the imposition of any such tax liability. If either Party requests the other to challenge the imposition of any tax liability, such other Party shall do so (unless and to the extent it assumes financial responsibility for the tax liability in question), and, the requesting Party shall reimburse the other for all fines, penalties, interest, additions to taxes or similar liabilities imposed in connection therewith, plus the reasonable legal, accounting and other professional fees and expenses it incurs. Each Party shall be entitled to any tax refunds or rebates obtained with respect to the taxes for which such Party is financially responsible under this Agreement.
- (h) **Tax Filings.** Supplier represents, warrants and covenants that it is registered to and shall collect and remit Service Taxes in all applicable jurisdictions. At Hilton’s request, Supplier shall provide Hilton with (i) written confirmation that Supplier has filed all required tax forms and returns and has collected and remitted all applicable amounts in connection with Service Taxes, and (ii) such other information pertaining to applicable taxes as Hilton may reasonably request.

11.4 Refundable Items.

- (a) **Prepaid Amounts.** If any Eligible Recipient has prepaid a third party for any goods, services, functions or resources for which Supplier is assuming financial responsibility under this Agreement, Supplier shall promptly refund to the applicable Eligible Recipient, upon either Party identifying the prepayment, that portion of such prepaid amount which is attributable to periods after the Commencement Date.
- (b) **Refunds and Credits.** If Supplier should receive a refund, credit, discount, rebate or other incentive for goods or services paid for by an Eligible Recipient, Supplier shall (i) notify Hilton of such refund, credit,

discount, rebate or other incentive and (ii) promptly pay the full amount of such refund, credit, discount, rebate or other incentive to such Eligible Recipient.

11.5 Hilton Benchmarking Reviews.

- (a) **Benchmarking Review.** From time to time during the Term, Hilton may, at its expense and subject to this Section 11.5, engage the services of an independent third party (a “**Benchmarker**”) to compare the quality and cost of all or any portion of the Services against the quality and cost of other well managed service providers performing similar services to ensure that Hilton is receiving from Supplier pricing and levels of service that are competitive with market rates, prices and service levels, given the nature, quality, volume and type of Services provided by Supplier hereunder (“**Benchmarking**”). Hilton, at its option, may elect to benchmark (i) all Functional Service Areas, (ii) one or more individual Functional Service Areas, (iii) FTE Rates generally for all job classifications, or (iv) FTE rates for all job classifications in a specific country or countries. In making this comparison, the Benchmarker shall consider the following normalization factors and other similar variables as and to the extent appropriate: (i) whether and to what extent supplier transition charges are paid by the customer as incurred or amortized over the term of the applicable agreement; (ii) the extent to which supplier pricing includes the purchase of the customer’s existing assets; (iii) the extent to which supplier pricing includes the cost of acquiring future assets; (iv) the extent to which the agreement calls for supplier to provide and comply with unique customer requirements; and (v) whether Service Taxes are included in such pricing or stated separately in supplier invoices.
- (b) **General.** The Benchmarker engaged by Hilton shall be a nationally recognized firm with experience in benchmarking similar services (e.g., Gartner Group or Compass) and shall execute a non-disclosure agreement substantially in the form attached hereto as Annex 2. Supplier shall cooperate fully with Hilton and the Benchmarker during such effort, and shall (i) provide the Benchmarker reasonable access to any premises, equipment, personnel, data and documents; and (ii) provide any assistance required by the Benchmarker to conduct the Benchmarking, all at Supplier’s cost and expense. The Benchmarking shall be conducted so as not to unreasonably disrupt Supplier’s operations under this Agreement.
- (c) **Result of Benchmarking.** If, after making the comparison described in Section 11.5(a), the Benchmarker finds that the Charges paid by Hilton for all Services or for any service element are greater than the lowest twenty-five percent (25%) of the prices charged by other well managed service providers for work of a similar nature, type or volume, (the “**Benchmark Standard**”), the Benchmarker shall submit a written report to both Parties setting forth such findings and conclusions. The Parties shall then meet and negotiate in good faith as to reductions in the permitted Charges to eliminate any such unfavorable variance. Reductions in Supplier’s permitted Charges shall be implemented effective as of the date the Benchmarker’s report was first provided to Supplier. If the Parties are unable to agree upon such reductions, Hilton may, at its option, terminate this Agreement in its entirety or any portion impacted by such unfavorable variance. If Hilton elects to terminate on this basis, Hilton shall not be obligated to pay any Termination Charges.

12. INVOICING AND PAYMENT.

12.1 Invoicing.

- (a) **Invoice.** Unless otherwise provided in the applicable Supplement, on or before the tenth (10th) day of each month, Supplier shall present Hilton with an accurate invoice that complies with this Agreement for any Charges due and owing for the preceding month (the “**Monthly Invoice**”). Supplier also shall provide Hilton with detailed chargeback information available on-line in a database that lends itself to searching and ad hoc reporting. At a minimum, Supplier shall provide Hilton with all information and assistance to enable Hilton to chargeback Hilton business units at no lesser detail than that delivered by Hilton prior to the applicable Supplement Effective Date. Supplier shall provide a billable charges volume measurement System to measure the Eligible Recipients’ actual consumption of Services by country and business unit. At Hilton’s request, Supplier shall provide separate Monthly Invoices for each Eligible Recipient then receiving Services, with the Charges allocated among such Eligible Recipients

based on the chargeback data generated by Supplier and/or the allocation formula provided by Hilton. In such event, Supplier shall, contemporaneous with the delivery of such Monthly Invoices, provide a summary of all such invoices to Hilton.

- (b) **Form and Data.** Each invoice shall be in the form specified in the applicable Supplement and shall (i) comply with all applicable legal, regulatory and accounting requirements, (ii) allow Hilton to validate volumes and fees, (iii) comply with the chargeback and other billing requirements as provided by Hilton, and (iv) meet Hilton's and the other Eligible Recipients' business, accounting and billing requirements. Each invoice shall include the pricing calculations and related data utilized to establish the Charges and sufficient information to validate the service volumes and associated Charges. The data underlying each invoice shall be delivered to Hilton electronically in a form and format compatible with Hilton's accounting systems. Hilton may make reasonable changes to such invoicing requirements during the Term with no additional charge to Hilton.
- (c) **Credits.** To the extent a credit may be due to Hilton pursuant to this Agreement, Supplier shall provide Hilton with an appropriate credit against amounts then due and owing; if no further payments are due to Supplier, Supplier shall pay such amounts to Hilton within fifteen (15) days.
- (d) **Time Limitation.** If Supplier fails to provide an invoice to Hilton for any amount within (i) ninety (90) days after the last day of the month in which the Services in question are rendered or the expense incurred (or, if later, the month in which Supplier is first entitled to invoice for such amount) or (ii) within thirty (30) days following the end of Hilton's fiscal year in which the Services in question were rendered, then Supplier waives any right it may otherwise have to invoice for and collect such amount.
- (e) **Currency.** Charges for all Services shall be invoiced and paid in the currencies specified in the applicable Supplement (or if no such currency is specified, in United States Dollars).

12.2 Payment Due. Subject to the other provisions of this Article 12, each Monthly Invoice provided for under Section 12.1 shall be due and payable within sixty (60) days after receipt by Hilton of such Monthly Invoice, except to the extent disputed in accordance with Section 12.4. Any undisputed invoice due under this Agreement for which a time for payment is not otherwise specified also shall be due and payable within sixty (60) days.

12.3 Set Off.

Notwithstanding anything to the contrary in this Agreement, where Supplier may have incurred liability to Hilton, Hilton may set-off the amount of such claimed liability against any sums that would otherwise be due to Supplier from Hilton under this Agreement.

12.4 Disputed Charges. Hilton may withhold payment of any Charges that Hilton reasonably disputes in good faith subject to the following:

- (a) **Notice of Dispute.** If Hilton disputes any Charges, Hilton shall so notify Supplier and provide a description of the particular Charges in dispute and an explanation of the reason why Hilton disputes such Charges.
- (b) **No Waiver.** Neither the failure to dispute any Charges prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right Hilton may otherwise have to dispute any Charge or recover any amount previously paid.
- (c) **Modified Invoice.** Upon receipt of Hilton's notice regarding disputed Charges, Supplier shall prepare and transmit to Hilton a modified invoice with all such disputed Charges removed from such invoice. Upon receipt of such modified invoice, Hilton shall pay the remaining, undisputed Charges in accordance with the terms of this Article 12.

13. HILTON DATA AND OTHER CONFIDENTIAL INFORMATION.

13.1 Confidential Information. Nothing in this Section 13.1 is intended to limit the obligations of Supplier under Sections 13.2 and 13.3 of this Agreement with respect to the Hilton Data addressed in such Sections and, to the extent the provisions of Sections 13.2 or 13.3 conflict with the provisions of this Section 13.1 as they pertain to Hilton Data, the provisions of Sections 13.2 or 13.3 shall control over the provisions of Section 13.1, as applicable.

(a) Disclosure of Confidential Information.

- (i) The disclosing Party represents and warrants that it has the right to disclose its Confidential Information to the receiving Party, subject to the confidentiality obligations contained in this Section 13.1.
- (ii) During the Term and at all times thereafter as specified in Section 13.4, each receiving Party (A) shall hold Confidential Information received from a disclosing Party in confidence and shall use or disclose such Confidential Information only for the purposes of fulfilling its obligations or exercising or enforcing its rights under this Agreement and for no other purposes, and (B) shall not disclose, provide, disseminate or otherwise make available any Confidential Information of the disclosing Party to any third party (except (1) the Receiving Party's auditors, accountants, consultants or similar professionals and (2) the Receiving Party's attorneys) without the express written permission of the disclosing Party (which permission is hereby granted in certain circumstances in Sections 13.1(a)(iii) and 13.1(a)(iv)). Each receiving Party shall use at least the same degree of care to safeguard and to prevent unauthorized access, disclosure, publication, destruction, loss, alteration or use of the disclosing Party's Confidential Information as the receiving Party employs to protect its own information (or information of its customers) of a similar nature, but not less than reasonable care. Supplier represents, warrants and covenants that it will only disclose its Confidential Information to Hilton to the extent necessary to perform the Services or to respond to Hilton's request for information and then only to the minimal extent required therefor.
- (iii) A receiving Party may disclose Confidential Information of the disclosing Party to its (and, in the case where Hilton is the receiving Party, to the other Eligible Recipients') employees, officers, directors, auditors, attorneys, tax advisors, consultants, financial advisors and similar professionals, and contractors and agents; provided that (A) such person or Entity has a need to know the Confidential Information (1) for purposes of performing his, her or its obligations under or with respect to this Agreement, (2) to enforce the receiving Party's rights under or with respect to this Agreement, or (3) as otherwise naturally required by such person's or such Entity's scope of responsibility; (B) such person or Entity is held to obligations of confidentiality that are no less stringent than those set forth in this Section 13.1; and (C) such disclosure is not in violation of Law. The receiving Party assumes full responsibility for the acts or omissions of any person or Entity to whom it discloses Confidential Information of the disclosing Party regarding their use of such Confidential Information.
- (iv) A receiving Party may disclose Confidential Information of a disclosing Party as required to satisfy any request made to the receiving Party under any Law; provided that, promptly upon receiving any such request, the receiving Party, to the extent it may legally do so, gives notice to the disclosing Party of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure so that the disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. The receiving Party shall reasonably cooperate with the disclosing Party in its efforts to seek a protective order or other appropriate remedy or, in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment shall be accorded such Confidential Information.
- (v) Unless expressly permitted by this Agreement, neither Party shall (A) use or make any copies of the Confidential Information of the other Party except as expressly contemplated by this Agreement,

(B) possess or acquire any right in or assert any lien against the Confidential Information of the other Party, (C) sell, assign, transfer, lease, encumber, or otherwise dispose of or disclose the Confidential Information of the other Party to third parties, (D) commercially exploit, or permit a third party to commercially exploit, such Confidential Information, or (E) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party's Confidential Information (including any copies thereof) to the other Party if requested to do so.

- (vi) Notwithstanding the foregoing, the terms and conditions of this Agreement that are specific to this transaction (as opposed to the terms and conditions proposed by Hilton as they existed prior to negotiation of this Agreement, which belong to Hilton), including the Charges and the Service Levels (collectively, the “**Agreement Terms**”), shall be deemed to be the Confidential Information of each Party, but not the existence of the Agreement and not any general descriptions of the Services. Each Party shall have the right to disclose the Agreement Terms without notice to or consent of the other Party as necessary to enforce any of that Party's rights or to perform their obligations as set forth in this Agreement, in connection with any audit or Benchmarking, in connection with any potential merger, sale or acquisition of Supplier or an Eligible Recipient (as the case may be), or a sale or transfer of a portion of the business of an Eligible Recipient which business relies, in whole or in part on the Services hereunder, in connection with Supplier or an Eligible Recipient (as the case may be) obtaining any financing or investment, or as otherwise permitted in this **Article 13**. The Eligible Recipients shall have the right to disclose the Agreement Terms (as part of any public regulatory filings or otherwise) upon at least five (5) business days' notice to Supplier to the extent required by rules or regulations promulgated by the SEC or any similar governmental or regulatory body having jurisdiction over such Eligible Recipient in any country or jurisdiction; provided that the Parties shall cooperate and seek to minimize disclosure through redaction consistent with such rules and regulations. Hilton may disclose Confidential Information relating to the financial or operational terms of this Agreement and/or Supplier's performance hereunder (e.g., applicable Service Levels and measurements of Supplier's performance with respect to such Service Levels) in connection with the solicitation of proposals for or the procurement of the same or similar services from prospective Third Party Contractors; provided, however, Hilton may not divulge Supplier's pricing for the Services in connection with any such solicitation or procurement. For any redaction efforts, the Parties shall cooperate in good faith to agree upon the appropriate redactions within a timeframe that permits the Eligible Recipient to comply with applicable Laws; provided, that nothing shall prevent an Eligible Recipient from filing an unredacted version of the Agreement Terms if the redaction cannot reasonably be completed within the timeframe required for the filing or disclosure. Supplier shall reimburse Hilton for Hilton's outside legal fees and expenses incurred in connection with the redaction efforts.
- (b) **Exclusions.** Notwithstanding the above, **Section 13.1(a)** shall not apply to any particular information that the receiving Party can demonstrate (i) is, at the time of disclosure to it, generally available to the public other than through a breach of the receiving Party's or a third party's confidentiality obligations; (ii) after disclosure to it, is published by the disclosing Party or otherwise becomes generally available to the public other than through a breach of the receiving Party's or a third party's confidentiality obligations; (iii) was lawfully in the possession of the receiving Party immediately prior to the time of disclosure to it without obligation of confidentiality; (iv) is received from a third party having a lawful right to possess and disclose such information; or (v) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information. The exclusions in this **Section 13.1(b)** shall not apply to Personal Data.
- (c) **Loss of Confidential Information.** Each Party shall (i) immediately notify the other Party of any possession, use, knowledge, disclosure, or loss of such other Party's Confidential Information in contravention of this Agreement, (ii) promptly furnish to the other Party all known details and assist such other Party in investigating and/or preventing the reoccurrence of such possession, use, knowledge, disclosure, or loss, (iii) cooperate with the other Party in any investigation or litigation deemed necessary by such other Party to protect its rights, and (iv) promptly use all commercially reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information in

contravention of this Agreement. Each Party shall bear any costs it incurs in complying with this **Section 13.1(c)**.

- (d) **No Implied Rights.** Nothing contained in this **Section 13.1** shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights, title, or interest (including license) in or to any Confidential Information of the other Party.
- (e) **Return or Destruction of Confidential Information.** Within ten (10) days following a request by Hilton to return or destroy Hilton's Confidential Information, Supplier must, at Hilton's discretion, either return to Hilton all Confidential Information (including all copies/derivatives thereof), or certify in writing to Hilton that such Confidential Information (including all copies/derivatives thereof) has been destroyed in such a manner that it cannot be retrieved. In no event shall Supplier withhold any Confidential Information of Hilton as a means of resolving any dispute. Notwithstanding the foregoing, Supplier may retain one copy of Hilton's Confidential Information in its legal department as and to the extent required to comply with applicable Laws or enforce its rights under this Agreement; provided that (i) such Confidential Information shall be returned or destroyed in accordance with this provision upon the expiration of the period specified in the applicable Law, the expiration of the applicable statute of limitations and the final resolution of any pending dispute, and (ii) no Personal Data may be retained in any form without the prior written consent of Hilton, and further, at all times during any such permitted retention of Confidential Information containing Personal Data, such retained Confidential Information must be aggregated and anonymized such that it is no longer Personal Data.

13.2 Hilton Data. Nothing in this **Section 13.2** is intended to limit the obligations of Supplier under **Section 13.1** or **13.3** of this Agreement with respect to the Confidential Information addressed in such Sections. To the extent that the provisions pertaining to Hilton Data in **Section 13.1**, this **Section 13.2**, and **Section 13.3** conflict, the provisions of **Section 13.3** shall control over the provisions of this **Section 13.2**, and both such Sections shall control over the provisions of **Section 13.1**.

- (a) **Ownership of Hilton Data.** As between the Parties, Hilton Data and other Hilton Confidential Information is and shall remain the exclusive property of Hilton. If Supplier obtains any rights in any Hilton Data or other Hilton Confidential Information, Supplier shall immediately and irrevocably assign to Hilton those rights. Supplier shall waive, and shall not assert, any liens or other encumbrances it obtains on any Hilton Data or other Hilton Confidential Information. Supplier shall not, and shall cause the Supplier Personnel to not, withhold any Hilton Data or other Hilton Confidential Information as a means of resolving a dispute or for any other reason. Supplier shall not store, process, or use Hilton Data or other Hilton Confidential Information for any purpose, except to provide the Services to Hilton and the other Eligible Recipients and shall not disclose Hilton Data or other Hilton Confidential Information (except as expressly permitted in this **Article 13**). Supplier shall not permit any Hilton Data or any other Hilton Confidential Information to be sold, assigned, leased or otherwise provided to third parties by Supplier or exploited by or on behalf of Supplier or any Supplier Personnel. Supplier shall not, and shall ensure that none of the Supplier Personnel, review, inspect or access any Hilton Data except as explicitly authorized in writing by Hilton. Hilton reserves all rights not expressly granted herein in or to the Hilton Data or other Hilton Confidential Information.

(b) **Safeguarding of Hilton Data.**

- (i) **Data Security Program.** Supplier and Subcontractors to whom Hilton Data (including any Personal Data) is provided shall maintain and comply with a comprehensive data security program, which shall include reasonable, appropriate, and adequate technical, organizational, physical, administrative and security measures and safeguards against the unauthorized destruction, loss, use, disclosure, access or alteration of Hilton Data in the possession of Supplier or such Subcontractors (the "**Data Security Program**"), and which shall be (A) no less rigorous than those maintained by Hilton as of the Commencement Date (or implemented by Hilton in the future to the extent deemed necessary by Hilton); (B) no less rigorous than those maintained by Supplier for its own information of a similar nature; (C) no less rigorous than accepted security standards in the industry; (D)

adequate to meet the requirements of the Privacy Policy and the other Hilton Standards, as each may be modified and replaced from time to time; (E) no less rigorous than required by applicable Laws; and (F) adequate to meet official recommendations or guidance issued by applicable regulatory agencies.

The Data Security Program and its associated measures and safeguards shall comply in all material respects with the Information Security Management System (ISMS) family of standards as published by the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC), also known as the ISO/IEC 27000 series, as each may be modified or replaced from time to time.

The content and implementation of the Data Security Program and its associated measures and safeguards shall be fully documented in writing by Supplier. Supplier shall permit Hilton to review such documentation and/or to inspect Supplier's compliance with the Data Security Program in accordance with **Section 9.10**.

- (ii) **Security Incidents**. Supplier shall promptly notify the Hilton Relationship Manager when Supplier detects, is notified of or reasonably suspects any actual, potential or attempted security breach that results or may have resulted in unauthorized acquisition, destruction, loss, use, disclosure, alteration or theft of, or unauthorized access to, Hilton Data (each such incident, a "**Security Incident**"). Supplier shall investigate (with Hilton's participation if so desired by Hilton) each Security Incident and mitigate the adverse effects of each Security Incident. Supplier shall correct, at Hilton's request and sole discretion and at no additional charge to Hilton, any destruction, loss or alteration of any Hilton Data arising from or in connection with each Security Incident. With respect to each Security Incident, Supplier shall promptly (and in any event as soon as reasonably practical) (A) perform a Root Cause Analysis and prepare a corrective action plan, (B) provide Hilton with written reports and detailed information, including how and when such Security Incident occurred and what actions Supplier is taking to remedy such Security Incident, (C) cooperate in the investigation of such Security Incident at Hilton's request, including with any supervisory authorities or law enforcement, (D) reimburse Hilton for its costs of notifying any individuals, government agencies, authorities and/or other affected third parties of such Security Incident if Hilton, in its good faith judgment, considers notification necessary, (E) to the extent the actual, potential or attempted security breach underlying such Security Incident is within Supplier's or its Subcontractor's or Affiliate's areas of control, remediate such Security Incident and take commercially reasonable actions to prevent its recurrence, and (F) indemnify Hilton against any claims, suits, damages, actions, fines, penalties or losses (including reasonable attorney's fees) arising from such Security Incident.
- (iii) **Secure Deletion**. To the extent Supplier removes Hilton Data from any media under its control that is taken out of service, Supplier shall destroy or securely erase such media in accordance with **Section 13.2(f)**. Under no circumstances shall Supplier use or re-use media on which Hilton Data has been stored for any purpose unless such Hilton Data has been securely erased in accordance with **Section 13.2(f)**.
- (c) **Correction of Hilton Data**. The correction of any errors or inaccuracies in or with respect to Hilton Data shall be performed by Supplier at its sole cost and expense if (i) Supplier is operationally responsible for inputting such data, or (ii) such errors or inaccuracies are attributable to the failure of Supplier or Supplier Personnel to comply with Supplier's obligations under this Agreement.
- (d) **Restoration of Hilton Data**. The restoration of any destroyed, lost or altered Hilton Data shall be performed by the Party that has operational responsibility for maintaining the System on which such Hilton Data resides and for creating and maintaining backup copies of such Hilton Data. To the extent (i) Supplier is operationally responsible for performing such restoration or (ii) such destruction, loss or alteration is attributable to the failure of Supplier or Supplier Personnel to comply with Supplier's obligations under this Agreement, Supplier shall bear the cost of restoring such data.

- (e) **Cardholder Data.** To the extent applicable to the Services provided by Supplier under a Supplement, Supplier shall comply with and remain certified as compliant with the Payment Card Industry Data Security Standard (“PCI DSS”). The PCI DSS may be found at <http://www.pcisecuritystandards.org>. For the avoidance of doubt, Supplier shall be responsible for the security of Cardholder Data in the possession or control of any of its Affiliates or Subcontractors. Prior to exposing Cardholder Data to or sharing Cardholder Data with any of its Affiliates or Subcontractors, Supplier shall identify to Hilton, and obtain Hilton’s written approval of, such Affiliate or Subcontractor. In support of this obligation, upon Hilton’s request, Supplier shall provide Hilton with appropriate documentation to demonstrate compliance with applicable PCI DSS requirements by Supplier and all identified Affiliates and Subcontractors. Supplier shall use Cardholder Data only for assisting in completing a card transaction, for fraud control services, or as specifically agreed to by Visa, MasterCard, American Express, Discover and/or Europay (collectively, the “Issuers”), Hilton, or as required by applicable Law. In the event of a Security Incident involving Cardholder Data stored by or for Supplier, Supplier shall, in addition to its obligations in Section 13.2(b)(ii), immediately notify Hilton, in writing, and provide Hilton or its designee, the Issuers, and the acquiring financial institution and their respective designees access to Supplier’s facilities and all pertinent records to conduct a review of Supplier’s compliance with these requirements. Supplier shall maintain appropriate business continuity procedures and systems to ensure security of Cardholder Data in the event of a disruption, disaster or failure of Supplier’s primary data systems that involve a risk to Cardholder Data. Supplier shall provide access to its security systems and procedures, as reasonably requested by Hilton or its designee. Supplier shall cooperate fully with any reviews of its facilities and records provided for in this Section 13.2(e).
- (f) **Return or Destruction.** Supplier shall, at Hilton’s request, promptly deliver to Hilton or its designee(s) a copy of all or grant access to and permit Hilton and its designee(s) to retrieve all Hilton Data (or such portions as shall be specified by Hilton) in the format and on the media prescribed by Hilton (i) at any time at Hilton’s request, (ii) at the end of the Term and the completion of all requested Disengagement Services, or (iii) with respect to particular Hilton Data, at such earlier date that such data is no longer required by Supplier to perform the Services. Once a copy of any Hilton Data has been delivered to or retrieved by Hilton or its designee(s), if requested by Hilton, Supplier shall destroy or securely erase all copies of such Hilton Data in Supplier’s possession or under Supplier’s control in accordance with the requirements of this Agreement and the Policy and Procedures Manual, in a manner in compliance with the most current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88 and prior to reallocation of any Supplier-Provided System to another customer.

13.3 Personal Data. In addition to the provisions of Sections 13.1 and 13.2, the following privacy and data protection provisions shall apply to Personal Data. To the extent any of the provisions of this Article 13 purporting to apply to Personal Data conflict with provisions of this Section 13.3, the provisions of Section 13.3 shall control over such other provisions.

- (a) **Privacy Laws.** Supplier acknowledges that the Hilton Data is subject to Privacy Laws. In addition to its other obligations under this Agreement, subject to Section 15.8, Supplier shall comply with Privacy Laws in jurisdictions that impact Services or Personal Data, whether such Laws are in place as of the Effective Date or are enacted, adopted or otherwise come into effect during the Term or any period of Disengagement Services. Supplier also shall hold and process any Personal Data that it receives in confidence and in compliance with (1) Supplier’s obligations under this Agreement, the Policy and Procedures Manual and the Hilton Worldwide, Inc. Privacy and Data Protection Standards for Service Providers set forth at <http://www.hiltondistribution.com/privacyanddataprotectionpolicy.htm> (the “Privacy Standards”) and (2) the global data privacy policies of any self-regulatory organizations to which any Eligible Recipient belongs and that are applicable to Supplier in its role as a third party supplier to the Eligible Recipients in relation to Hilton Data. In addition, and without limiting the foregoing, Supplier shall provide Hilton with all assistance as Hilton may reasonably require to fulfill the responsibilities of Hilton and the other Eligible Recipients under Privacy Laws, including entering into any required agreements or amendments to this Agreement with Hilton or Hilton Affiliates, signing the Standard Contractual Clauses, responding to or fulfilling any data subject requests with respect to their Personal Data, and cooperating with Hilton with respect to any registrations, filings or responses for applicable regulatory agencies or other third party obligations and requests related to the Services.

Supplier shall indemnify the Eligible Recipients for any Losses suffered by the Eligible Recipients as a result of Supplier's failure to comply with Privacy Laws. Supplier shall not use terms of use or privacy statements that vary from this Agreement or enter into separate agreements between Supplier and Authorized Users or other individuals of Eligible Recipients that offer less protection with respect to the Personal Data of such Authorized Users or other individuals than the protections provided in this Agreement. Supplier acknowledges that it has had the opportunity to review the Privacy Standards. If any of the terms of this Agreement conflict with the Privacy Standards, the provisions more protective of Hilton prevail. Hilton may post amendments to the Privacy Standards at the above-referenced URL or another URL provided by Hilton. Supplier's continued performance of the Services after the posting of an amendment will constitute Supplier's agreement to comply with the Privacy Standards as so amended.

- (i) Unless otherwise agreed, Supplier shall process and store all Personal Data in (A) if no specific locations are specified in the applicable Supplement, then in the jurisdiction in which the data subject resides (or, in the case of a data subject residing in the European Economic Area ("EEA"), in the EEA), or (B) if specific locations are specified in the applicable Supplement, then in the jurisdictions and locations set forth in such Supplement, and shall not process, maintain or remotely access Hilton Data from or in nor transfer Hilton Data to any other jurisdiction or location without the prior consent of Hilton.
- (ii) Subject to **Section 13.3(a)(i)**, Supplier shall not transfer Personal Data that either originated from a country within the EEA or is otherwise subject to the EU Data Protection Legislation, to countries that the European Commission has not decided provides for adequate data protection, without first ensuring that (A) if Supplier will be receiving such Personal Data directly from an Eligible Recipient based in the EEA, (1) the standard contractual clauses approved by the European Commission for the transfer of personal data to processors in third countries under the applicable EU Data Protection Legislation (the "**Standard Contractual Clauses**") are in place between the Hilton Affiliate that is the Data Exporter and the Supplier Affiliate that is the Data Importer, and (2) any such contract is filed with the appropriate regulatory agency if required; or (B) if Supplier will be receiving such Personal Data directly from an Eligible Recipient that is not based in the EEA, an agreement containing the appropriate subprocessor requirements as required by the Standard Contractual Clauses are in place between the Eligible Recipient that is the Data Importer and the Supplier Affiliate that is the subprocessor.
- (iii) The Standard Contractual Clauses may be amended, modified, superseded or replaced during the Term and any Disengagement Services Period by applicable authorities under the EU Data Protection Legislation (the "**Successor Model Contract Clauses**"). In accordance with and subject to **Section 9.11**, if Successor Model Contract Clauses are issued during the Term or any Disengagement Services Period, Supplier and/or any other Supplier Affiliate or Subcontractor parties to any Standard Contractual Clauses previously executed in accordance with this Agreement shall enter into replacement sets of Successor Model Contract Clauses with Hilton or Hilton Affiliates, and revise any subprocessing agreements to comply with the Successor Model Contract Clauses, promptly and within a reasonable time of receiving a request from Hilton or to do the same, provided that in any event Supplier will use best efforts to adhere to any reasonable timeframe mandated by a governmental or regulatory body that is made known to Supplier within which Hilton would need to enter into Successor Model Contract Clauses with their suppliers once such Successor Model Contract Clauses are issued.
- (iv) If, in the reasonable opinion of Hilton further actions (including, but not limited to, entering into additional contractual provisions) (the "**Further Actions**") are necessary to ensure that any Standard Contractual Clauses or Successor Model Contract Clauses executed in accordance with this Agreement satisfy the requirements of a national data protection regulatory agency with jurisdiction over either (A) Hilton or any Hilton Affiliate, or (B) Hilton's or that Hilton Affiliate's client or another third party with whom Hilton or such Hilton Affiliate has entered into Standard Contractual Clauses, Supplier will, or will cause the relevant Supplier Affiliate or Subcontractor to, discuss any such Further Actions in good faith with Hilton or such Affiliate (as applicable) and

work together to mutually agree upon any proposed Further Actions upon request by Hilton or such Hilton Affiliate (as applicable) to do the same.

- (v) Supplier shall not transfer Personal Data from a country that has enacted data transfer requirements in its Privacy Laws or similar Laws, without first ensuring that Supplier has implemented an approved means of accomplishing such transfer that is consistent with such Laws.
 - (vi) If Hilton elects to certify to a data transfer framework (including the EU-U.S. Privacy Shield framework), Supplier, its Affiliates and Subcontractors shall cooperate with Hilton to ensure Hilton's compliance with such data transfer framework, in addition to any other clauses or agreements requested by Hilton under this Agreement.
 - (vii) Supplier shall provide to Hilton all information reasonably requested by Hilton that demonstrates Supplier's compliance with this **Article 13**. In addition, Supplier shall maintain a record in writing of all categories of processing activities that Supplier carries out on Hilton's behalf, including as required by applicable Privacy Laws, and shall make such records available to Hilton or a supervisory authority upon request.
 - (viii) Supplier will assist Hilton with any data protection impact analyses and any subsequent consultations with a supervisory authority, as applicable, promptly upon Hilton or a Hilton Affiliate's request.
 - (ix) If Supplier cannot comply with any of the requirements in this **Section 13.3** or has reason to believe that the legislation applicable to it prevents Supplier from fulfilling the instructions received from Hilton under this Agreement or from providing the Services including any Deliverables, Supplier shall immediately notify Hilton of such inability to comply, in which case Hilton may, in its sole discretion, immediately suspend transfer of Personal Data or terminate this Agreement without penalty or payment of Termination Charges.
- (b) **Limitations on Use.** Supplier agrees that Supplier shall not use Personal Data for any purpose or to any extent other than as necessary to fulfill Supplier's obligations under this Agreement and in accordance with Hilton's documented instructions. Supplier shall not process, transfer or disseminate Personal Data without the approval of Hilton unless expressly provided for in this Agreement. Supplier shall take appropriate action to ensure that Supplier Personnel having access to Personal Data are advised of the terms of this Section and trained regarding their handling of Personal Data. All such Supplier Personnel's access to Personal Data must be governed by a non-disclosure agreement that prohibits such personnel from using, disclosing or copying Personal Data for any purpose except as required for the performance of this Agreement.
- (c) **Limitations on Disclosure.** When interfacing with the applicable Eligible Recipient regarding Personal Data, Supplier shall only disclose or transmit Personal Data to those Eligible Recipient employees and Third Party Contractors authorized by the Hilton Relationship Manager or his or her designee or identified in the Policy and Procedures Manual.
- (d) **HIPAA.** If Supplier shall have access to "protected health information" (as such term is defined by the HIPAA Privacy Rule), Supplier shall execute a Business Associate Agreement in a form acceptable to Hilton. Supplier shall comply with the terms of the Business Associate Agreement in performing the applicable Services. Supplier shall be responsible under this Agreement for any failure of Supplier to comply with the terms of the Business Associate Agreement or the Laws referenced in the Business Associate Agreement applicable to Supplier in the same manner and to the same extent it would be responsible for any failure to comply with its other obligations under this Agreement.
- (e) **Unauthorized Disclosure or Access.** In addition to its obligations with regard to Security Incidents set forth in **Section 13.2(b)(ii)**:

- (i) If Supplier or Supplier Personnel have knowledge of or suspect any Security Incident involving Personal Data (a “**Personal Data Breach**”), Supplier shall, (i) immediately, but in no event later than twenty-four (24) hours after discovery of the breach or sooner if required by Privacy Laws, report to Hilton such Personal Data Breach and promptly furnish to Hilton all known details in accordance with **Section 13.3(e)(ii)**; (ii) immediately take steps to mitigate any harmful effects of such Personal Data Breach; (iii) cooperate with Hilton in any investigation, litigation, or provision of notices that Hilton deems appropriate; and (iv) promptly use all commercially reasonable efforts to prevent further possession, use, knowledge, disclosure or loss of Personal Data in contravention of this Agreement.
- (ii) Supplier’s Personal Data Breach notification will provide a complete description of the details of the Personal Data Breach known to Supplier at the time of notification. Supplier shall promptly provide Hilton with updated and additional information as it continues its investigation (including, but not limited to, (i) any information Supplier was unable to provide in the initial Personal Data Breach notification and (ii) any other developments relating to the Personal Data Breach). Hilton may also contact Supplier for additional information regarding the Personal Data Breach, and Supplier shall promptly respond to such requests for additional information.
- (iii) To the extent any Personal Data Breach arises out of or is connected to a breach by Supplier or Supplier Personnel of Supplier’s obligations under this Agreement, Supplier shall bear (A) the costs incurred by Supplier in complying with its legal obligations relating to such breach, and (B) in addition to any other damages for which Supplier may be liable for under this Agreement, the following costs incurred by the Eligible Recipient in responding to such breach, to the extent applicable: (1) the cost of providing notice to affected individuals; (2) the cost of providing notice to government agencies, credit bureaus, authorities, other required entities and/or other affected third parties; (3) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twenty-four (24) months or the minimum time period provided by applicable Law, whichever is longer; (4) call center support for such affected individuals for a specific period not to exceed ninety (90) days; (5) the cost of any other measures required under applicable Law; and (6) any other Losses for which Supplier would be liable under this Agreement.
- (iv) In the event of a Personal Data Breach, Supplier shall assist Hilton with any notifications, as required by Hilton; provided, however, Hilton shall have the sole right to determine (A) whether notice of a Personal Data Breach will be provided to any affected individuals or Entities or to any authorities or other third parties and (B) the contents of such notice, whether any type of remediation may be offered to affected individuals or Entities, and the nature and extent of any such remediation. Supplier will not notify authorities or media of a Personal Data Breach unless: (1) explicit permission has been provided by Hilton or (2) Supplier is otherwise required by Law to notify authorities, provided that, except to the extent not prohibited by applicable Law, Supplier will notify Hilton in advance of making any such required notification.
- (f) **Restrictions on Collections and Use.** Supplier shall not collect, retain, use, process or disclose the Personal Data (a) for any purpose other than for the specific purpose of providing the Services specified in the Agreement to Hilton or (b) outside of the direct business relationship between Supplier and Hilton. In addition, Supplier shall not sell any Personal Data. Supplier hereby agrees and certifies that it understands and will comply with the restrictions in this Section, and that it has no reason to believe that it will not be able to comply.

13.4 Survival. Supplier’s obligations under this **Article 13** shall survive the expiration or termination of this Agreement and shall be perpetual.

13.5 Requirements for Information in Legal Proceedings.

- (a) **Preservation of Legal Privileges.** If Hilton notifies Supplier, or Supplier is otherwise aware, that particular Hilton Data or Hilton Confidential Information may be within the attorney-client or work-product privileges of an Eligible Recipient, then regardless of any applicable exclusions, Supplier (i) shall

not disclose such Hilton Data or Hilton Confidential Information or take any other action that would result in waiver of such privileges and (ii) shall instruct all Supplier Personnel who may have access to such communications to maintain privileged material as strictly confidential and otherwise protect such Eligible Recipient's privileges. Communications to and from Hilton's law department shall be deemed to contain privileged material unless Hilton otherwise states.

- (b) **Litigation Response Plan.** If Hilton so requests, Supplier shall participate in periodic meetings to discuss implementation and updating of Hilton's litigation response plan, including policies and procedures to prepare for and respond to discovery requests, subpoenas, investigatory demands and other requirements for information related to legal and regulatory proceedings (the "**Litigation Response Plan**"). At such meetings, Supplier shall fully cooperate with Hilton in providing all information (i) requested by Hilton or (ii) that would assist Hilton in improving the Litigation Response Plan. To the extent requested by Hilton, Supplier shall comply with the Litigation Response Plan as it may be revised from time to time, including preparing for and complying with requirements for preservation and production of data in connection with legal and regulatory proceedings and government investigations.

(c) **Response to Preservation and Production Requirements.**

- (i) If an Eligible Recipient is required to, or sees a risk that it shall be required to, preserve and/or produce any Materials, Hilton Data, Hilton Confidential Information or related Systems possessed by Supplier or under Supplier's control in the context of legal proceedings or investigations, Hilton may send Supplier a notice (a "**Litigation Requirements Notice**") describing the items to be preserved or produced in reasonable detail. If Hilton so requests, Supplier shall promptly provide Hilton with information needed to determine with greater specificity the scope of the request.
- (ii) Upon receipt of a Litigation Requirements Notice, Supplier shall (A) designate a legal information management representative who shall be responsible for managing Supplier's response and any resulting Services and (B) cooperate with Hilton in developing a reasonable, complete and cost-effective plan for preserving and/or producing items covered by such Litigation Requirement Notice.
- (iii) To the extent that a Litigation Requirement Notice designates for preservation items that Supplier can identify with reasonable certainty, Supplier shall immediately take all commercially reasonable measures to preserve such items. To the extent that a Litigation Requirement Notice covers production of items that Supplier can identify with reasonable certainty, Supplier shall use all commercially reasonable efforts to produce such items by the date set forth in the Litigation Requirements Notice (or within thirty (30) days, if no date is given). If Supplier is unable to determine from the Litigation Requirements Notice what items are to be preserved and/or produced, or is not able for technical or other reasons to take effective steps to fully preserve or produce such items, Supplier shall immediately notify Hilton and cooperate with Hilton in further specifying such items and in implementing the required technology or procedures.
- (iv) Supplier shall cooperate with Hilton in generating information to be presented in legal proceedings, including, as Hilton requests, (A) cost estimates, (B) descriptions of systems, data, media and processes, (C) reports, declarations and affidavits, (D) reasons why it may be infeasible to preserve or produce certain items, and (E) other material as requested by Hilton. Without limiting the generality of the foregoing, Supplier shall fully document all actions taken by Supplier pursuant to any Litigation Requirement Notice. Supplier shall promptly report to Hilton on its activities related to complying with the requirements described in the Litigation Requirement Notice, and shall issue periodic reports pursuant to **Section 9.2** on a schedule to be agreed to by the Parties.

- (d) **Supplier Responsibility for Hilton Information.** Upon receipt of any request, demand, notice, subpoena, order or other legal information request relating to legal proceedings or investigations by third parties relating to any Materials, Hilton Data, Hilton Confidential Information or related Systems in Supplier's possession, Supplier shall immediately notify Hector Dominguez, Vice President (or his or her designee) and provide Hilton with a copy of all documentation of such legal information request, to the

extent Supplier legally may do so. Prior to responding to such legal information request, Supplier shall meet and *confer* with Hilton and shall cooperate with Hilton in preserving the Eligible Recipient's legal rights, including objections, reservations, limitations and privileges, relating to such legal information request. If legally permissible, Hilton at its sole discretion may demand tender of such legal information request by Supplier and assume primary responsibility for responding, in which case (i) Supplier shall cooperate fully with Hilton in preparing the response and (ii) Hilton shall inform Supplier of all proceedings related to the response and protect Supplier's interests and legal rights. If Supplier is barred legally from notifying Hilton of the legal information request, Supplier shall take all commercially reasonable steps to preserve Hilton's legal rights in connection with any response.

- (e) **Cost of Compliance.** The Parties acknowledge that compliance with this **Section 13.5** may, in some cases, constitute New Services for which Supplier is entitled to additional compensation. In no event, however, shall Supplier be entitled to any additional compensation for New Services under this subsection unless the Hector Dominguez, Vice President and Justin Hannesson, Partner, or their authorized designee(s), expressly agree upon such additional compensation or Supplier's entitlement to additional compensation is established through the dispute resolution process.

14. OWNERSHIP OF MATERIALS.

14.1 Hilton Owned Materials.

- (a) **Ownership of Hilton Owned Materials.** For purposes of this Agreement, Hilton shall be the sole and exclusive owner of (i) all Materials owned by the Eligible Recipients as of or after the Effective Date, (ii) all enhancements and Derivative Works of such Materials, including all Intellectual Property in such Materials, (iii) the Policy and Procedures Manual, and (iv) certain Developed Materials, as provided in **Sections 14.2(a)** and **14.2(d)** (collectively, "**Hilton Owned Materials**").
- (b) **License to Hilton Owned Materials.** Hilton hereby grants to Supplier and, to the limited extent necessary for Supplier to provide the Services, to Subcontractors designated by Supplier that sign a written agreement to be bound by terms at least as protective as the terms contained herein applicable to such Materials, a non-exclusive, non-transferable, royalty-free limited right and license during the Term (and thereafter to the extent necessary to perform any Disengagement Services requested by Hilton) to access, use, execute, reproduce, display, perform, modify, distribute and create Derivative Works of the Hilton Owned Materials for the express and sole purpose of providing the Services. Supplier and its Subcontractors shall have no right to the source code to such Hilton Owned Materials unless and to the extent approved in advance by Hilton. Except as otherwise requested or approved by Hilton, Supplier and its Subcontractors shall cease all use of Hilton Owned Materials upon the end of the Term and the completion of any Disengagement Services requested by Hilton pursuant to **Section 20.8(b)(2)** and shall certify such cessation to Hilton in a notice signed by an officer of Supplier and each applicable Subcontractor.
- (c) **License to Hilton-Licensed Third Party Materials.** Subject to any Required Consents being obtained, Hilton hereby grants to Supplier, during the Term (and thereafter to the limited extent necessary to perform any Disengagement Services requested by Hilton), for the sole purpose of performing the Services and solely to the extent of Hilton's underlying rights, the same rights of access and use as Hilton possesses under the applicable software licenses with respect to Hilton-licensed Third Party Materials. Hilton also shall grant such rights to Subcontractors designated by Supplier if and to the extent necessary for Supplier to provide the Services; provided that, Supplier shall pay all fees, costs and expenses associated with the granting of such rights to such Subcontractors. Supplier and its Subcontractors shall comply with the duties, including use restrictions and nondisclosure obligations, imposed on Hilton by such licenses. Except as otherwise requested or approved by Hilton (or the relevant licensor), Supplier and its Subcontractors shall cease all use of such Hilton-licensed Third Party Materials upon the end of the applicable Term and the completion of any Disengagement Services requested by Hilton pursuant to **Section 20.8(b)(2)**.

- (d) **Limitations.** Supplier and its Subcontractors shall not (i) use any Hilton Materials for the benefit of any person or Entity other than Hilton, the other Eligible Recipients or the Authorized Users, (ii) separate or uncouple any portions of the Hilton Materials, in whole or in part, from any other portions thereof unless and to the extent such separation or uncoupling is necessary for Supplier to provide the Services, or (iii) reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt to create or discover any source code, underlying algorithms, ideas, file formats or programming interfaces of the Hilton licensed Third Party Materials by any means whatsoever, without the prior approval of Hilton, which may be withheld at Hilton's sole discretion.
- (e) **Disclaimer.** THE HILTON OWNED MATERIALS AND THE HILTON LICENSED THIRD PARTY MATERIALS ARE PROVIDED BY HILTON TO SUPPLIER AND ITS SUBCONTRACTORS ON AN AS-IS, WHERE-IS BASIS. HILTON EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SUCH MATERIALS, OR THE CONDITION OR SUITABILITY OF SUCH MATERIALS FOR USE BY SUPPLIER OR ITS SUBCONTRACTORS TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14.2 Developed Materials.

- (a) **Ownership by Hilton.** Except as provided in Sections 14.2(c) and (d) or otherwise agreed by the Parties, Hilton shall be the sole and exclusive owner of all Developed Materials and Intellectual Property in such Materials. Such Developed Materials shall be considered works made for hire (as that term is used in Section 101 of the United States Copyright Act, 17 U.S.C. § 101, or in analogous provisions of other applicable Laws) owned by Hilton. If any such Developed Materials may not be considered a work made for hire under applicable Law, Supplier hereby irrevocably assigns, and shall assign, to Hilton in perpetuity without further consideration, all of Supplier's worldwide rights, title and interest in and to such Developed Materials, including Intellectual Property. Hilton and the successors and assigns of Hilton shall have the right to obtain and hold in their own name any Intellectual Property in and to such Developed Materials. Supplier agrees to execute any documents and take any other actions reasonably requested by Hilton to effectuate the purposes of this Section 14.2(a). Hilton hereby grants to Supplier a license to such Developed Materials on the same terms as described in Section 14.1(b). Hilton may, in its sole discretion and upon such terms and at such financial arrangement as Hilton and Supplier may agree, grant Supplier a license to use the Developed Materials for other purposes and to sublicense such Developed Materials.
- (b) **Source Code and Documentation.** If any Developed Material includes Software, Supplier shall, promptly as such Software is developed, provide Hilton with all of the source code and object code and documentation for such Software. Such source code and technical documentation shall be sufficient to allow a reasonably knowledgeable and experienced programmer to maintain and support such Software, and the user documentation for such Software shall accurately describe in terms understandable by a typical end user the functions and features of such Software and the procedures for exercising such functions and features.
- (c) **Supplier Owned Developed Materials.** Notwithstanding Section 14.2(a), unless the Parties agree otherwise, Supplier shall be the sole and exclusive owner of all Developed Materials that are Derivative Works of Supplier Owned Materials, including all Intellectual Property in such Materials. Supplier and the successors and assigns of Supplier shall have the right to obtain and hold in their own name any Intellectual Property in and to such Supplier owned Developed Materials. Hilton agrees to execute any documents and take any other actions reasonably requested by Supplier to effectuate the purposes of this Section 14.2(c). Supplier hereby grants the Eligible Recipients certain license and other rights with respect to such Developed Materials, as described in Sections 14.3(b) and 14.6. To the extent that Supplier Owned Materials are Derivative Works of Hilton Materials, such Developed Works shall exclude, and Hilton shall not be deemed to have assigned its Intellectual Property in, such Hilton Owned Materials.

- (d) **Third Party Materials.** Derivative Works of Third Party Materials created by or on behalf of Supplier in connection with the Services shall, as between Supplier and Hilton, be considered Developed Materials owned by the Party that is the licensee of such Third Party Materials or, if both Parties are the licensee of such Third Party Materials, owned by Hilton. For purposes of the foregoing, Supplier shall be deemed the licensee of Third Party Materials licensed by its Subcontractors or Affiliates and Hilton shall be deemed the licensee of Third Party Materials licensed by any Eligible Recipient. Each Party acknowledges and agrees that its ownership of such Derivative Works may be subject to or limited by the terms of the underlying agreement with the owner of the underlying Third Party Materials; provided, that if a Derivative Work is to be made of Third Party Materials provided by Supplier, Supplier shall notify Hilton in advance and obtain Hilton's consent prior to proceeding with such Derivative Work if the terms of any such agreement will preclude or limit, as applicable, Hilton's license rights in and to such Derivative Work as contemplated in Sections 14.3 and 14.6.
- (e) **Disclosure by Supplier of Developed Materials.** Supplier shall promptly disclose in writing to Hilton each Developed Material that is developed in connection with the Services. With respect to each disclosure, Supplier shall indicate the features or concepts that it believes to be new or different.
- (f) **Waiver of Moral Rights.** To the extent permitted by Law, Supplier hereby waives and shall cause Supplier Personnel who will provide any Services to waive any moral rights in the Hilton owned Developed Materials, such as the right to be named as author or contributor, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation, whether arising under the Berne Convention or otherwise. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such moral rights and agrees to provide equitable compensation to Supplier Personnel for any assignment or waiver of moral rights.

14.3 Supplier Materials.

- (a) **Ownership.** For purposes of this Agreement, as between the Parties, Supplier shall be the sole and exclusive owner of the (i) Materials lawfully owned by it prior to the Effective Date, (ii) Materials acquired by Supplier on or after such date other than acquisitions for an Eligible Recipient in connection with the performance of the Services, (iii) Developed Materials that are Derivative Works of Supplier Materials created by or for Supplier as provided in Section 14.2(c), and (iv) except as provided in Sections 14.2(a) and 14.2(d), Materials developed by or on behalf of Supplier, including all Intellectual Property in such Materials ("Supplier Owned Materials").
- (b) **License to Supplier Owned Materials.** As of the Commencement Date, Supplier hereby grants to the Eligible Recipients (and at Hilton's request, Third Party Contractors that sign a written agreement with Hilton to be bound by terms at least as protective as the terms contained herein applicable to such Materials), at no additional charge, a non-exclusive, world-wide, royalty-free right and license, to access, use, execute, reproduce, display, perform, modify, enhance, distribute and create Derivative Works of the Supplier Owned Materials (including all related modifications, replacements, Upgrades, enhancements, methodologies, tools, documentation, materials and media), during the Term and any Disengagement Services period, for the benefit of the Eligible Recipients, solely to (i) receive the full benefit of the Services provided by Supplier, (ii) monitor, access, interface with or use the Materials and Software then being used by Supplier to the extent contemplated by this Agreement, (iii) perform or have performed services and functions that are ancillary to the Services provided by Supplier, (iv) perform, or have performed services or functions previously performed by Supplier in circumstances in which the services or functions in question have not been terminated or taken completely away from Supplier or (v) perform or have performed services that are the same as or similar to the Services to the extent such Supplier Owned Material is necessary to maintain, support, enhance or further develop Hilton Owned Materials, Hilton licensed Third Party Materials or other Materials as to which Hilton holds a license under this Agreement.
- (c) **License to Supplier Third Party Materials.** As of the Commencement Date and subject to any Required Consents being obtained, Supplier hereby grants to the Eligible Recipients (and at Hilton's request, Third Party Contractors that sign a written agreement with Hilton to be bound by terms at least as protective as

the terms contained herein applicable to such Third Party Materials), at no additional charge, a non-exclusive, world-wide, royalty-free right and license to access and/or use the Third Party Materials as to which Supplier holds the license or for which Supplier is financially responsible under this Agreement (including all available modifications, substitutions, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto), during the Term and any Disengagement Services period, for the benefit of Hilton, the other Eligible Recipients and their respective Affiliates, solely to (i) receive the full benefit of the Services provided by Supplier, (ii) monitor, access, interface with or use the Materials and Software then being used by Supplier to the extent contemplated by this Agreement, (iii) perform or have performed services and functions that are ancillary to the Services provided by Supplier, (iv) perform, or have performed services or functions previously performed by Supplier in circumstances in which the services or functions in question have not been terminated or taken completely away from Supplier, or (v) perform or have performed services that are the same as or similar to the Services to the extent such Third Party Materials are necessary to maintain, support, enhance or further develop Hilton Owned Materials, Hilton licensed Third Party Materials or other Materials as to which Hilton holds a license under this Agreement.

- (d) **Embedded Materials.** To the extent that Supplier Owned Materials are required for the use of or otherwise embedded in any Deliverables or Materials owned by Hilton, Supplier shall not be deemed to have assigned its Intellectual Property in such Supplier Owned Materials to Hilton, but Supplier hereby grants to the Eligible Recipients (and at Hilton's request, Third Party Contractors that sign a written agreement with Hilton to be bound by terms at least as protective as the terms contained herein applicable to such Materials) a worldwide, perpetual, irrevocable, non-exclusive, fully paid-up license, with the right to grant sublicenses, to use, execute, reproduce, display, perform, modify, enhance, distribute and create Derivative Works of such Supplier Owned Materials for the benefit of Hilton, the other Eligible Recipients and their respective Affiliates solely as embedded in such Deliverables or other Materials. Supplier shall, at Hilton's request and subject to **Section 14.6(b)(ii)**, provide to Hilton the source code and object code for such embedded Supplier Owned Materials.

14.4 Other Materials. This Agreement shall not confer upon either Party Intellectual Property in Materials of the other Party (to the extent not covered by this **Article 14**) unless otherwise so provided elsewhere in this Agreement.

14.5 General Rights.

- (a) **Copyright Legends.** Each Party agrees to reproduce copyright legends which appear on any portion of the Materials which may be owned by the other Party or third parties.
- (b) **No Implied Licenses or Transfers.** Except as expressly specified in this Agreement, nothing in this Agreement shall be deemed to grant to one Party, by implication, estoppel or otherwise, license rights, ownership rights or any other Intellectual Property in any Materials owned by the other Party or any Affiliate of the other Party (or, in the case of Supplier, any Eligible Recipient).
- (c) **Incorporated Materials.** Should either Party incorporate into Developed Materials any Materials subject to third party Intellectual Property or license rights, any ownership or license rights granted herein with respect to such incorporated Materials shall be limited by and subject to any such Intellectual Property or license rights; provided that, prior to incorporating any such Materials in any Developed Materials, the Party doing so discloses this fact and obtains the prior approval of the other Party.
- (d) **Residuals.** Nothing in this Agreement shall restrict any employee or representative of a Party from using ideas, concepts, practices, learning or know-how relating generally to the performance of services that are retained in the unaided memory of such employee or representative after performing the obligations of such Party under this Agreement, except to the extent that such use infringes upon any Intellectual Property of a Party or its Affiliates (or, in the case of Supplier, any Eligible Recipient); provided, however, that this **Section 14.5(d)** shall not (i) be deemed to limit either Party's obligations under this Agreement with respect to the disclosure or use of Confidential Information, or (ii) operate or be construed as permitting an employee or representative of Supplier to disclose, publish, disseminate or use

(A) the source of any Confidential Information of an Eligible Recipient, (B) any financial, statistical or personnel information of an Eligible Recipient, (C) the business plans of the Eligible Recipients, or (D) Confidential Information of the Eligible Recipients pertaining to the products and services offered by the Eligible Recipients, including the proprietary components of such products and services (*e.g.*, economic models, search algorithms, specialized document coding models, etc.). An individual's memory is unaided if the individual has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it and does not identify the information as Confidential Information upon recollection.

14.6 Hilton Rights Upon Expiration or Termination of Agreement. As part of the Disengagement Services, Supplier shall provide the following to the Eligible Recipients with respect to Materials and Software:

- (a) **Hilton Materials and Developed Materials.** With respect to Hilton Owned Materials (including Hilton owned Developed Materials), Supplier shall, at no cost to Hilton:
 - (i) Deliver to Hilton all Hilton Materials and all copies thereof in the format and medium in use by Supplier in connection with the Services as of the date of such expiration or termination or in the format and medium requested by Hilton; and
 - (ii) Following confirmation by Hilton that the copies of the Hilton Materials delivered by Supplier are acceptable and the completion by Supplier of any Disengagement Services for which such Hilton Materials are required, destroy or securely erase all other copies of such Hilton Materials then in Supplier's possession and cease using such Hilton Materials and any information contained therein for any purpose.
- (b) **Supplier Owned Materials.** Subject to the final paragraph of this **Section 14.6(b)**, with respect to Materials owned by Supplier, Supplier Affiliates or, subject to **Section 6.5(c)**, Subcontractors and used to provide the Services (and any modifications, enhancements, Upgrades, methodologies, tools, documentation, materials and media related thereto), unless Hilton otherwise agrees prior to Supplier's first use of such Materials in the performance of the Services:
 - (i) Supplier hereby grants to the Eligible Recipients (and, at Hilton's election, to Third Party Contractor(s) that sign a written agreement with Hilton to be bound by terms at least as protective as the terms contained herein applicable to such Materials) a worldwide, perpetual, non-exclusive, non-transferable, irrevocable, fully paid-up license to use, execute, reproduce, display, perform, distribute, modify, enhance and create Derivative Works of such Materials, in each case solely for the benefit of the Eligible Recipients upon the expiration or termination of the Term with respect to the Services for which such Materials were used;
 - (ii) Supplier shall deliver to the Eligible Recipients (and, at Hilton's election, to Third Party Contractor(s) that sign a written agreement with Hilton to be bound by terms at least as protective as the terms contained herein applicable to such Materials) (A) a copy of such Materials and related documentation, (B) the source code and object code for such Materials to the extent such code is reasonably necessary to permit them to use such Materials, (C) the source code and the object code for such Materials that are not commercial off-the-shelf products, and (D) the source code and object code for such Materials that are commercial off-the-shelf products if Supplier does not offer or provide Upgrades, maintenance, support and other services for such Materials as provided in **Section 14.6(b)(iii)**; and
 - (iii) Supplier shall offer to provide to the Eligible Recipients (and, at Hilton's election, to Third Party Contractor(s) that sign a written agreement with Hilton to be bound by terms at least as protective as the terms contained herein applicable to such Materials) Upgrades, maintenance, support and other services for commercial off-the-shelf Materials on Supplier's then-current standard terms and conditions for such services.

Unless Hilton otherwise agrees prior to Supplier's first use of such Materials in the performance of the Services, the Eligible Recipients (and, at Hilton's election, Third Party Contractors) shall not be obligated to pay any license or transfer fees in connection with its receipt of the licenses and other rights above.

Supplier shall not use any such Materials for which it is unable to offer such license or other rights without Hilton's prior written approval (and absent such approval, Supplier's use of any such Materials shall obligate Supplier to provide, at no additional charge, such license and other rights to Hilton, Hilton Affiliates, the Eligible Recipients and designated Third Party Contractors).

- (c) **Supplier-licensed Third Party Materials.** Unless Hilton otherwise agrees in advance in accordance with **Section 6.5(c)**, with respect to Third Party Materials licensed by Supplier or Supplier Affiliates or Subcontractors and used by them to provide the Services, Supplier hereby grants to the Eligible Recipients (and, at Hilton's election, to Third Party Contractor(s) that sign a written agreement with Hilton to be bound by terms at least as protective as the terms contained herein applicable to such Third Party Materials) a sublicense offering the same rights and warranties with respect to such Third Party Materials available to Supplier (or the applicable Supplier Affiliates or Subcontractors), on terms and conditions that are at least as favorable in all material respects as those applicable to Supplier (or the applicable Supplier Affiliate or Subcontractor), for the benefit of the Eligible Recipients upon the expiration or termination of the Term with respect to the Services for which such Materials were used; provided that, during the Disengagement Services period, Supplier may, with Hilton's approval, substitute an assignment of the existing license or procurement of a new license for such sublicense.

Unless Hilton has otherwise agreed in advance, the Eligible Recipients (and, to the extent applicable, Third Party Contractors) shall not be obligated to pay any license or transfer fees in connection with its receipt of the licenses, sublicenses and other rights specified in this **Section 14.6(c)**. In addition, unless Hilton has otherwise agreed in advance, Supplier shall deliver to the Eligible Recipients (and, to the extent applicable, Third Party Contractor(s)) a copy of such Third Party Materials (including source code, to the extent it has been available to Supplier and related documentation and shall cause maintenance, support and other services to continue to be available to the Eligible Recipients (and, at Hilton's election, to their designee(s)) to the extent it has been available to Supplier. Hilton, however, shall be obligated to make monthly or annual payments attributable to periods after the expiration or termination of the Term with respect to the Services for which such Third Party Materials were used, for the right to use and receive maintenance or support related thereto, but only to the extent Supplier would have been obligated to make such payments if it had continued to hold the licenses in question or Hilton has agreed in advance to make such payments.

To the extent Hilton has agreed in advance to pay any fees in connection with its receipt of such licenses, sublicenses or other rights, Supplier shall, at Hilton's request, identify the licensing and sublicensing options available to the Eligible Recipients and the license or transfer fees associated with each. Supplier shall use commercially reasonable efforts to obtain the most favorable options and the lowest possible transfer, license, relicense, assignment or termination fees for Third Party Materials. Supplier shall not commit any Eligible Recipient to paying any such fees or expenses without Hilton's prior approval. If the licensor offers more than one form of license, Hilton (not Supplier) shall select the form of license to be received by Hilton, the other Eligible Recipients or their designee(s).

15. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- 15.1 Work Standards.** Supplier represents, warrants and covenants that: (a) the Services shall be rendered with promptness, due care, skill and diligence; (b) the Services shall be executed in a workmanlike manner, in accordance with the Service Levels and industry best standards and practices; (c) Supplier shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence and skill to perform the Services; (d) Supplier shall provide such individuals with training as to new products and services prior to their implementation in Hilton's and/or the other Eligible Recipients' environment(s); and (e) Supplier shall have the resources, capacity, expertise and ability in terms of Equipment, Materials, know-how and personnel to provide the Services.

15.2 Materials.

- (a) **Ownership and Use.** Supplier represents, warrants and covenants that it is either the owner of, or authorized to use, any and all Materials provided and used by Supplier in providing the Services. As to any such Materials that Supplier does not own but is authorized to use, Supplier shall advise Hilton as to the ownership and extent of Supplier's rights with regard to such Materials to the extent any limitation in such rights would impair Supplier's performance of its obligations under this Agreement.
- (b) **Performance.** Supplier represents, warrants and covenants that any Supplier Owned Materials and Developed Materials shall perform in Compliance with their Specifications and shall provide the functions and features and operate in the manner described in their Specifications. If not, Supplier shall expeditiously repair or replace such Materials with conforming Materials.

15.3 Non-Infringement.

- (a) **Performance of Responsibilities.** Except as otherwise provided in this Agreement, Supplier represents, warrants and covenants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party; provided, however, that Supplier shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by Hilton or its Third Party Contractors, without the knowledge or approval of Supplier, (ii) Hilton's or its Third Party Contractor's combination of Supplier's Materials (including Developed Materials) with items not furnished, specified or reasonably anticipated by Supplier or contemplated by the Agreement, (iii) a breach of this Agreement by Hilton, (iv) the failure of Hilton or its Third Party Contractors to use corrections or modifications provided by Supplier offering equivalent features and functionality, or (v) Third Party Software, except to the extent that such infringement or misappropriation arises from the failure of Supplier to obtain necessary licenses or Required Consents or to abide by the limitations of the applicable Third Party Software licenses. Supplier further represents, warrants and covenants that it shall not use or create materials in connection with the Services which are libelous, defamatory, obscene or otherwise infringe another individual's privacy rights.
- (b) **Third Party Software Indemnification.** In addition, with respect to Third Party Software provided by Supplier pursuant to this Agreement, Supplier covenants that it shall obtain and provide intellectual property indemnification for the Eligible Recipients (or obtain intellectual property indemnification for itself and enforce such indemnification on behalf of the Eligible Recipients) from the suppliers of such Software. Unless otherwise approved in advance by Hilton, such indemnification shall be (i) comparable to the intellectual property indemnification provided by Supplier to the Eligible Recipients under this Agreement, or (ii) the best indemnification available in the industry for the same or substantially similar types of software products.

15.4 Authorization. Each Party represents, warrants and covenants to the other that:

- (a) **Corporate Existence.** It is a corporation duly incorporated, validly existing and in good standing under the Laws of its state of incorporation;
- (b) **Corporate Power and Authority.** It has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) **Legal Authority.** It has obtained and shall maintain all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable Laws of all authorities having jurisdiction over the Services, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial;

- (d) **Due Authorization.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party; and
- (e) **No Violation or Conflict.** The execution, delivery, and performance of this Agreement shall not constitute a violation of any judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default.

15.5 Hilton Code of Conduct. Supplier represents, warrants and covenants that, in the performance of the Services and its other contractual obligations hereunder, it shall comply, and shall cause Subcontractors and Supplier Personnel to comply, with the Hilton Code of Conduct as set forth in **Attachment 2-B**.

15.6 Disabling Code. Supplier represents, warrants and covenants that, without the prior written consent of Hilton, Supplier shall not insert into the Software any code that could be invoked to disable or otherwise shut down all or any portion of the Services. Supplier further represents, warrants and covenants that, with respect to any disabling code that may be part of the Software, Supplier shall not invoke or cause to be invoked such disabling code at any time, including upon expiration or termination of this Agreement for any reason, without Hilton's prior written consent. Supplier also represents, warrants and covenants that it shall not use Third Party Software containing disabling code without the prior approval of Hilton. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) shall not be deemed disabling code, provided that Supplier notifies Hilton in advance of all such code and obtains Hilton's approval prior to installing such code in any Software, Equipment or System.

15.7 No Use of Prohibited Open Source Code; No Copyleft Restrictions. Supplier represents, warrants and covenants that it will not: (i) insert any Prohibited Open Source Code into any Deliverable or into any Eligible Recipient technical environment; (ii) cause any Deliverable to (a) call on, (b) rely upon, or (c) be required to be used with any Prohibited Open Source Code; or (iii) cause any Deliverable to be, or to become, subject to any Copyleft Restrictions.

15.8 Compliance with Laws.

- (a) **Compliance by Supplier.** Subject to **Section 15.8(b), (e), (f) and (g)**, Supplier represents, warrants and covenants that, with respect to the Services and the performance of any of its obligations under this Agreement, it is and shall be in compliance in all material respects with all applicable Laws, including the requirements set forth in **Exhibit 9**, during the Term and any Disengagement Services period, including identifying, procuring, and maintaining applicable permits, certificates, approvals and inspections required under such Laws. If a charge of non-compliance by Supplier with any such Laws occurs and such non-compliance has or would reasonably be expected to have a material adverse impact on the receipt or use of the Services by Hilton, Supplier shall promptly notify Hilton of such charge.
- (b) **Compliance by Hilton.** Subject to **Section 15.8(a), (e) and (f)**, Hilton represents and warrants that, with respect to the performance by the Eligible Recipients of Hilton's legal and contractual obligations under this Agreement, it is and shall be in compliance in all material respects with all applicable Laws for the Term and any Disengagement Services period.
- (c) **Compliance Data and Reports.** At no additional charge, Supplier shall provide Hilton with data and reports in Supplier's possession necessary for Hilton to comply with all Laws applicable to the Services.
- (d) **Notice of Laws.** Hilton shall be and shall remain familiar with the Laws and changes in Laws applicable specifically to the principal businesses of the Eligible Recipients (excluding Laws applicable to the provision of information technology, the Services and other business process products and services) and shall notify Supplier of such Laws and changes in Laws to the extent they relate to Supplier's performance of the Services or Supplier's performance of its other obligations under this Agreement (collectively, "**Hilton Laws**"). Supplier shall be and remain familiar with all other Laws and changes in

Laws applicable to the Services or the performance of Supplier's obligations under this Agreement and shall notify Hilton of such Laws and changes in Laws to the extent they relate to Hilton's or the other Eligible Recipients' receipt or use of the Services (collectively, "**Supplier Laws**"). For the avoidance of doubt, Supplier Laws shall include Laws applicable to (i) the technical, organizational and security measures to be implemented and maintained by Supplier and/or at Supplier Facilities to safeguard Personal Data, (ii) the restrictions or prohibitions on the use or disclosure of Personal Data by Supplier and/or Supplier Personnel, and (iii) particular compliance functions to the extent set forth in the applicable Supplement.

Supplier shall, through the Supplier Personnel, maintain general familiarity with Hilton Laws, and shall bring additional or changed requirements to Hilton's attention. Subject to Supplier's non-disclosure obligations under Supplier's other customer contracts, Supplier also shall make commercially reasonable efforts to obtain information regarding such requirements from Supplier's other outsourcing customer engagements and to communicate such information to Hilton in a timely manner. At Hilton's request, Supplier Personnel shall participate in Hilton-provided compliance training programs.

- (e) **Interpretation of Laws or Changes in Laws.** Hilton shall be responsible, with Supplier's cooperation and assistance, for interpreting Hilton Laws or changes in Hilton Laws and for identifying the impact of Hilton Laws or changes in Hilton Laws on Supplier's performance and the Eligible Recipients' receipt and use of the Services. Supplier shall be responsible, with Hilton's cooperation and assistance, for interpreting Supplier Laws or changes in Supplier Laws and for identifying the impact of Supplier Laws or changes in Supplier Laws on Supplier's performance and any Eligible Recipients' receipt and use of the Services. To the extent the impact of any Supplier Law or change in Supplier Law cannot be readily identified by Supplier, the Parties shall cooperate in interpreting such Law or change in Law and shall seek in good faith to identify and agree upon the impact on Supplier's performance and the Eligible Recipients' receipt and use of the Services. If the Parties are unable to agree upon such impact, Hilton shall retain the right, in its sole discretion, to interpret such Supplier Law or change in Supplier Law and determine its impact. In addition, if Supplier reasonably concludes, after due inquiry, that the compliance obligations associated with any Supplier Law or change in Supplier Law are unclear or that there is more than one reasonable approach to achieving compliance, Supplier may escalate the issue to Hilton for a final decision.
- (f) **Implementation of Changes in Laws.** In the event of any changes in Laws (including Hilton Laws to the extent Supplier receives notice of such Hilton Laws from Hilton or as otherwise provided in **Section 15.8(d)**, Supplier shall implement, subject to **Sections 4.4** and **9.6**, any necessary modifications to the Services prior to the deadline imposed by the regulatory or governmental body having jurisdiction for such requirement or change. Supplier shall bear the costs associated with compliance with changes in Supplier Laws. With respect to Hilton Laws, Supplier shall comply with such changes at no additional Charge to Hilton unless (i) such compliance meets the definition of New Services and the changes cannot be performed by the Supplier Personnel then assigned to the Hilton account in accordance with **Section 4.4** of this Agreement, (ii) Supplier is required to comply with such changes as a supplier of services similar to the Services in Hilton's industry, or (iii) the noncompliance resulted from changes not required by this Agreement that Supplier made to the methods or processes used to provide the Services.
- (g) **Export Control.**
 - (i) The Parties acknowledge that certain products, technology, technical data and software (including certain services and training) and certain transactions may be subject to export controls and/or sanctions under the Laws of the United States and other countries and jurisdictions (including the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury). No Party shall directly or indirectly export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such Laws.

- (ii) For any products, technology, technical data or software provided by any Eligible Recipient to Supplier (“**Hilton Export Items**”), Supplier shall be responsible for obtaining all necessary export authorizations, consents and licenses for the export of such Hilton Export Items (A) within Supplier’s enterprise, (B) from Supplier to Subcontractors, (C) from Subcontractors to Supplier or (D) where Supplier has directed, this Agreement provides or the Parties have agreed that Hilton shall export such Materials directly to a member of Supplier’s enterprise or a Subcontractor.
- (iii) Supplier shall identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the “export” or “re-export” of products, technology, technical data or software provided by Supplier or its Affiliates or Subcontractors to any Eligible Recipient.
- (h) **No Prohibited Transactions.** Supplier represents, warrants and covenants that: (i) neither it nor any of its owners, shareholders, directors or Subcontractors own, or are owned or controlled by, any Restricted Person; (ii) it will not engage in any transaction with any Restricted Person; (iii) it has implemented and will maintain during the Term procedures and operational controls that are designed to ensure its compliance with the forgoing; and (iv) if any of the foregoing representations, warranties and covenants becomes incorrect or is breached it will notify Hilton in writing immediately.
- (i) **Compliance with Anti-Corruption Laws.** Supplier represents, warrants and covenants that it is fully aware of and shall comply with, and in the performance of its obligations to Hilton shall not take any action or omit to take any action that would cause either Party to be in violation of, (i) U.S. Foreign Corrupt Practices Act, (ii) any other applicable anti-corruption laws, or (iii) any regulations promulgated under any such laws. Supplier represents and warrants that neither it nor any of the Supplier Personnel is an official or employee of any government (or any department, agency or instrumentality of any government), political party, political candidate, state owned enterprise or a public international organization such as the United Nations, or a representative or any such person (each, an “**Official**”). Supplier further represents, warrants and covenants that neither it nor any of the Supplier Personnel has offered, promised, made or authorized to be made, or provided any contribution, thing of value or gift, or any other type of payment to, or for the private use of, directly or indirectly, any Official for the purpose of influencing or inducing any act or decision of the Official to secure an improper advantage in connection with, or in any way relating to, (1) any government authorization or approval involving Hilton, (2) the obtaining or retention of business by Hilton, or (3) the engagement of any act or transaction in violation of any applicable Laws or in violation of any Hilton Policies. Supplier further represents and warrants that it shall not in the future offer, promise, provide, make or otherwise allow to be made any such payment and that it shall take all lawful and necessary actions to ensure that no such payment is offered, promised, provided, made or otherwise allowed to be made in the future by any of the Supplier Personnel. Any violation of this **Section 15.8(i)** shall be deemed to be a material breach of this Agreement.

15.9 Compliance with Immigration Laws. Supplier shall not assign Services to be performed to any Supplier Personnel who are unauthorized aliens in the jurisdiction where such Supplier Personnel are providing Services, and if any Supplier Personnel performing any of the Services is discovered to be an unauthorized alien in such jurisdiction, Supplier shall immediately remove such Supplier Personnel from performing Services hereunder and replace such Supplier Personnel with personnel who is not an unauthorized alien in such jurisdiction.

15.10 Equal Opportunity Employer/Federal Contractor. Hilton is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, if Supplier has operations physically located in the territorial United States including Puerto Rico which are involved in Supplier's performance under this Agreement, and to the extent otherwise applicable, Supplier will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to

race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

15.11 Interoperability. Supplier represents, warrants and covenants that the Software, Equipment and Systems used by Supplier to provide the Services and for which Supplier is financially or operationally responsible under this Agreement, are and, subject to **Sections 4.3** and **9.6**, will remain during the Term and any Disengagement Services period, compatible and interoperable with the Retained Systems and Business Processes (including the software, equipment and systems used by the Eligible Recipients to provide the same or similar services and/or which may deliver records to, receive records from, or otherwise interact with the Software, Equipment and/or Systems used by Supplier to receive the Services) as and to the extent necessary to provide the Services.

15.12 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. INSURANCE AND RISK OF LOSS.

16.1 Insurance.

During the Term, Supplier shall keep in full force and effect and maintain at its sole cost and expense the policies of insurance set forth in **Attachment 2-A**, with the specified minimum limits of liability specified therein.

16.2 Risk of Loss.

- (a) **General.** Subject to **Section 17.2**, Supplier and Hilton each shall be responsible for damage, destruction, loss, theft or governmental taking of their respective tangible property or real property (whether owned or leased) and each Party agrees to look only to its own insuring arrangements with respect to such damage, destruction, loss, theft, or governmental taking. Each Party shall promptly notify the other Party of any such damage, destruction, loss, theft, or governmental taking of such other Party's tangible property or real property (whether owned or leased) in the possession or under the control of such Party.
- (b) **Waiver.** Supplier and Hilton hereby waive, on behalf of themselves and shall cause their respective insurers to issue appropriate waivers of subrogation rights for, any claims that either may have against the other for loss or damage resulting from perils covered by an all risk property damage insurance policy. It is understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of either Supplier or Hilton and whether or not insurance is in force. If required by policy conditions, each Party shall secure from its property insurer a waiver of subrogation endorsement to its policy, and deliver a copy of such endorsement to the other Party if requested.

17. INDEMNITIES.

17.1 Indemnity by Supplier. Supplier agrees to indemnify and hold harmless the Eligible Recipients and their respective officers, directors, employees, agents, representatives, successors, and assigns ("**Indemnitees**") from any and all Losses and threatened Losses due to non-Party claims arising from or in connection with any of the following:

- (a) **Representations, Warranties and Covenants.** Supplier's breach of any of the representations, warranties and covenants set forth herein.

- (b) **Licenses, Leases and Contracts.** Supplier's failure to observe or perform any duties or obligations to be observed or performed on or after the Commencement Date by Supplier under Third Party Contracts used by Supplier to provide the Services.
- (c) **Hilton Data or Confidential Information.** Supplier's breach of its obligations with respect to Hilton Data, Personal Data or Hilton Confidential Information.
- (d) **Infringement.** Infringement or misappropriation or alleged infringement or alleged misappropriation of a patent, trade secret, copyright or other proprietary rights in contravention of Supplier's representations, warranties and covenants in Sections 15.2 and 15.3.
- (e) **Compliance with Laws.** Losses, including government fines, penalties, sanctions, interest or other remedies resulting from Supplier's failure to perform its responsibilities under this Agreement in compliance with applicable Laws as required by this Agreement.
- (f) **Taxes.** Taxes, together with interest and penalties, that are the responsibility of Supplier under Section 11.3.
- (g) **Required Consents.** Supplier's failure to obtain any Required Consents for which Supplier is financially and/or administratively responsible under Article 5.
- (h) **Affiliate, Subcontractor or Assignee Claims.** Any claim, other than an indemnification claim under this Agreement, initiated by (i) a Supplier Affiliate or Subcontractor asserting rights under this Agreement or (ii) any Entity to which Supplier assigned, transferred, pledged, hypothecated or otherwise encumbered its rights to receive payments from Hilton under this Agreement.
- (i) **Supplier Personnel Injury Claims.** Any claim by Supplier Personnel for death, bodily injury, or illness, except to the extent caused by Hilton's gross negligence or willful misconduct.
- (j) **Employment Claims.** Any claim relating to any: (i) violation by Supplier, Supplier Affiliates or Subcontractors, or their respective officers, directors, employees, representatives or agents, of any Laws or any common law protecting persons or members of protected classes or categories, including Laws prohibiting discrimination or harassment on the basis of a protected characteristic; (ii) liability arising or resulting from the employment of Supplier Personnel by Supplier, Supplier Affiliates or Subcontractors (including liability for any social security or other employment taxes, workers' compensation claims and premium payments, and contributions applicable to the wages and salaries of such Supplier Personnel); (iii) payment or failure to pay any salary, wages, pensions, benefits or other compensation due and owing to any Supplier Personnel, (iv) employee pension or other benefits of any Supplier Personnel; and/or (v) other aspects of the employment or other relationship of Supplier Personnel with Supplier, Supplier Affiliates or Subcontractors or the termination of such relationship, including claims for wrongful discharge, claims for breach of express or implied employment contract and claims of co-employment or joint employment.

17.2 Additional Indemnities. Supplier agrees to indemnify and hold harmless Hilton, and the Eligible Recipients and their respective Affiliates, officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses and threatened Losses to the extent they arise from or in connection with any of the following: (a) except as otherwise provided in Section 17.1(i), the death or bodily injury of any agent, employee, customer, business invitee, business visitor or other person caused by the negligence or other tortious conduct of the indemnitor or the failure of the indemnitor to comply with its obligations under this Agreement; and (b) the damage, loss or destruction of any real or tangible personal property caused by the negligence or other tortious conduct of the indemnitor or the failure of the indemnitor to comply with its obligations under this Agreement.

17.3 Infringement. In the event that (a) any Materials, Equipment or Services provided by Supplier or its Affiliates or Subcontractors pursuant to this Agreement or used by them in the performance of the Services are

found, or in Hilton's reasonable opinion are likely to be found, to infringe upon the patent, copyright, trademark, trade secrets, intellectual property or proprietary rights of any third party in any country in which Services are to be performed or received under this Agreement, or (b) the continued use of such Materials, Equipment or Services is enjoined, Supplier shall, in addition to defending, indemnifying and holding harmless Hilton as provided in **Section 17.1(d)** and to the other rights Hilton may have under this Agreement, promptly and at its own cost and expense and in such a manner as to minimize the disturbance to the Eligible Recipients do one of the following: (i) obtain for the Eligible Recipients the right to continue using such Materials, Equipment or Services; (ii) modify such Materials, Equipment or Services so as to no longer be infringing without degrading the performance or quality of the Services or adversely affecting Hilton's and the other Eligible Recipients' intended use; or (iii) replace such item(s) with a non-infringing functional equivalent acceptable to Hilton.

17.4 Indemnification Procedures. In the event that any non-Party claims that are subject to indemnification under this Agreement are made or any action or proceeding is brought against the Indemnitees, or any of them, any such Indemnatee may, by notice to Supplier, require Supplier, at Supplier's expense, to resist such claim, action or proceeding or take over the defense against such claim, action or proceeding and employ legal counsel for such purpose (such legal counsel to be subject to the prior approval of such Indemnatee), which approval will be deemed to have been given hereby in the case of legal counsel acting for the insurance underwriters of Provider engaged in such resistance or defense.

18. LIABILITY.

18.1 General Intent. Subject to the specific provisions and limitations of this **Article 18**, it is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement.

18.2 Limitation of Liability.

- (a) **Excluded Damages.** EXCEPT AS PROVIDED IN THIS **SECTION 18.2**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) **Liability Cap.** Except as provided in this **Section 18.2**, the total aggregate liability of either Party, for claims asserted by the other Party under or in connection with this Agreement, regardless of the form of the action or the theory of recovery, shall be limited to the greater of \$300,000 or the total Charges payable to Supplier under this Agreement during the twelve (12) month period preceding the last act or omission giving rise to such liability. For avoidance of doubt, this liability cap is an aggregate liability cap for this Agreement, all Supplements and all Companion Agreements.
- (c) **Exceptions to Limitations of Liability.** The limitations of liability set forth in **Sections 18.2(a)** and **(b)** shall not apply with respect to:
 - (i) Losses occasioned by the fraud, willful misconduct, or gross negligence of a Party.
 - (ii) Losses that are the subject of indemnification under this Agreement.
 - (iii) Losses occasioned by Supplier's refusal to provide Services or Disengagement Services. For purposes of this provision, "refusal" shall mean the intentional cessation by Supplier, in a manner impermissible under this Agreement, of the performance of all or a material portion of the Services or Disengagement Services then required to be provided by Supplier under this Agreement.

- (iv) Amounts paid under **Section 17.2** with respect to death or bodily injury of an agent, employee, customer, business invitee, business visitor or other person or damage, loss or destruction of real or tangible personal property.
 - (v) Losses resulting from a breach of Laws to the extent caused by a Party's breach of this Agreement.
 - (vi) Losses occasioned by any breach of a Party's obligations under **Article 13**.
 - (vii) Losses occasioned by Supplier's failure to deliver an unqualified Controls Audit opinion in accordance with the requirements of **Section 9.10(h)**.
- (d) **Items Not Considered Damages.** The following shall not be considered damages subject to, and shall not be counted toward the liability exclusion or cap specified in, **Section 18.2(a)** or **(b)**:
- (i) Service Level Credits or Deliverable Credits assessed against Supplier pursuant to this Agreement.
 - (ii) Amounts withheld by Hilton in accordance with this Agreement or paid by Hilton but subsequently recovered from Supplier due either to incorrect Charges by Supplier or non-conforming Services.
 - (iii) Invoiced Charges and other amounts that are due and owing to Supplier for Services under this Agreement.
- (e) **Waiver of Liability Cap.** If, at any time, the total aggregate liability of one Party for claims asserted by the other Party under or in connection with this Agreement exceeds fifty percent (50%) of the liability cap specified in **Section 18.2(b)** (as may be increased in accordance with this **Section 18.2(e)**) and, upon the request of the other Party, the Party incurring such liability refuses to waive such cap and/or increase the available cap to an amount at least equal to the original liability cap, then the other Party may terminate this Agreement, and in the case of Hilton exercising its right to terminate, Hilton may terminate this Agreement immediately without payment of Termination Charges.
- (f) **Eligible Recipient Damages.** The Parties acknowledge and agree that, to the extent an Eligible Recipient has suffered Losses for which Supplier may be liable under this Agreement, Hilton may seek recovery of such Losses on behalf of such Eligible Recipient in the same manner and to the same extent it would be entitled to do so on its own behalf if it had suffered such Losses.
- (g) **Acknowledged Direct Damages.** The following shall be considered direct damages and neither Party shall assert that they are indirect, incidental, collateral, exemplary, punitive, consequential or special damages or lost profits to the extent they result from either Party's failure to perform in accordance with this Agreement:
- (i) Costs and expenses of recreating or reloading any lost, stolen or damaged Hilton Data.
 - (ii) Costs and expenses of implementing a work-around in respect of a failure to provide the Services or any part thereof.
 - (iii) Costs and expenses of replacing lost, stolen or damaged Equipment, Software, and Materials.
 - (iv) Cover damages, including the costs and expenses incurred to procure the Services or corrected Services from an alternate source.
 - (v) Costs and expenses incurred to bring the Services in-house or to contract to obtain the Services from an alternate source, including the costs and expenses associated with the retention of external consultants and legal counsel to assist with any re-sourcing.

- (vi) Straight time, overtime or related expenses incurred by either Party, including overhead allocations for employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunication charges and similar charges.
- (vii) Subject to **Section 15.8**, damages, fines, penalties, interest or other monetary remedies resulting from a failure to comply with applicable Laws.
- (viii) Lost discounts, late fees and/or interest charges resulting from Supplier's breach of its obligations under **Section 11.2**.
- (ix) Costs, expenses and benefit plan losses incurred in connection with any failure by Supplier to administer any benefit plan in accordance with the terms of such benefit plan or in accordance with applicable Laws.
- (x) Liability for overpayments, underpayments, duplicate payments or late payroll payments resulting from Supplier's failure to perform its obligations.
- (xi) Costs and expenses incurred by any Eligible Recipient as a result of Supplier's failure to perform an obligation under this Agreement to the extent that such costs and expenses occur from a material business interruption.

The absence of a direct damage listed in this **Section 18.2(g)** shall not be construed or interpreted as an agreement to exclude it as a direct damage under this Agreement.

19. DISPUTE RESOLUTION.

19.1 Informal Dispute Resolution. In the event there are any controversies or claims between or among the Parties arising out of, relating to, or having any connection with the Agreement (which term includes any Supplements or Work Orders), any Companion Agreement or the formation of this Agreement or any Companion Agreement, including any disputes regarding the existence, execution, validity, interpretation, performance, breach or termination of the Agreement or any Companion Agreement, based upon contract, tort or any other type of law (each a "**Dispute**" and, collectively, "**Disputes**"), the Parties shall first attempt to resolve such dispute informally as follows:

- (a) **Initial Effort.** The Parties agree that the Hilton Relationship Manager and the Supplier Account Manager shall attempt in good faith to resolve all Disputes. If the Hilton Relationship Manager and the Supplier Account Manager are unable to resolve a Dispute in an amount of time that either Party in its sole discretion deems reasonable under the circumstances, such Party may refer the Dispute for resolution to the senior corporate executives specified in **Section 19.1(b)** upon written notice to the other Party (a "**Dispute Notice**").
- (b) **Escalation.** Within five (5) business days after delivery of the Dispute Notice under **Section 19.1(a)**, the Hilton Relationship Manager and the Supplier Account Manager shall each prepare and provide to the [Supplier executive(s)] and the [Hilton executive(s)], respectively, summaries of the Dispute, along with any appropriate non-privileged supporting documentation, for their review (the "**Dispute Summaries**"). The designated senior corporate executives shall discuss the problem and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding. The specific format for the discussions shall be left to the discretion of the designated senior corporate executives.
- (c) **Confidentiality of Settlement Discussions.** All negotiation under this **Section 19.1** shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one Party for these proceedings shall not be used as evidence by the other Party in any subsequent legal proceeding; provided, however, the underlying facts supporting such materials may be subject to discovery.

- (d) **Prerequisite to Formal Proceedings.** Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of:
- (i) the designated senior corporate executives under **Section 19.1(b)** above concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
 - (ii) thirty (30) days after delivery of the Dispute Notice under **Section 19.1(a)**.
- (e) **Exceptions.** The negotiation requirements and time periods specified in this **Section 19.1(a)** shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (i) avoid the expiration of any applicable limitations period, (ii) preserve a superior position with respect to other creditors, or (iii) seek preliminary injunctive or interim relief in accordance with **Section 19.4**.

19.2 Continued Performance.

Supplier expressly acknowledges and agrees that, pending resolution of any Dispute (including any Dispute regarding Charges), it shall not deny, withdraw or restrict Supplier's performance of the Services, Disengagement Services or any other Supplier obligation under this Agreement, except as specifically and expressly agreed in writing by the Parties. Hilton Data may not be withheld by Supplier pending the resolution of any Dispute. The Parties agree that Supplier cannot refuse to perform its obligations under this Agreement based upon a claim or finding that Hilton has breached, is continuing to breach or will breach this Agreement. Except as expressly provided in **Section 20.1(b)**, Supplier's sole remedy for breach of contract is to assert a claim in accordance with the provisions of this **Article 19**. For purposes of this Agreement, a Dispute shall not be deemed to be resolved until it is settled, a final and non-appealable court order is entered resolving such dispute, or the Parties otherwise expressly agree in writing that such Dispute has been resolved.

If Hilton provides notice of termination of this Agreement or any Supplement, the effectiveness of such notice shall not be delayed by any Dispute regarding Hilton's right to terminate. Except (a) as expressly provided otherwise in this Agreement and (b) during any Disengagement Period requested by Hilton, Hilton has no obligation to continue performance after the effective date of any such notice of termination.

19.3 Governing Law.

This Agreement will be governed by and interpreted pursuant to the internal Laws of the State of New York, USA, excluding any Laws regarding the choice or conflict of laws. The Parties expressly opt out of the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

19.4 Equitable Relief.

Supplier acknowledges and agrees that, if it breaches (or attempts or threatens to breach) (a) its obligation to provide Services or Disengagement Services in accordance with this Agreement, (b) its obligations respecting continued performance in accordance with **Section 19.2**, or (c) its obligations under **Article 13** (including its obligation to provide access to Hilton Data in accordance with **Section 13.2(a)**), the Eligible Recipients may be irreparably harmed, in which case an adequate remedy at law may not be available. In such a circumstance, Hilton may immediately seek interim injunctive relief. In the event the applicable adjudicatory authority finds that Supplier has breached (or attempted or threatened to breach) any such obligation under this Agreement, Supplier agrees that, without any additional findings of irreparable injury or other conditions to equitable relief, it shall not oppose the entry of an appropriate order compelling performance by Supplier and restraining it from any further breaches (or attempted or threatened breaches), and Supplier shall comply with such order.

19.5 Formal Dispute Resolution.

Except as otherwise provided in **Section 19.5**, each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the United States District Court for the Eastern District of Virginia or, if there is no federal jurisdiction, a court of competent jurisdiction located in the City of Alexandria or Arlington County, Virginia, and each Party irrevocably submits to the sole and exclusive jurisdiction of these courts in personam, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party. Notwithstanding the foregoing, Hilton may seek injunctive or other equitable relief or seek to enforce an arbitration award or other judgment in any court of competent jurisdiction.

20. TERMINATION.

20.1 Termination for Cause.

(a) **By Hilton.** If Supplier:

- (i) commits a material breach of this Agreement or a Supplement, which breach is not cured within thirty (30) days after notice of the breach from Hilton;
- (ii) commits a material breach of this Agreement or a Supplement which is not capable of being cured within the period specified pursuant to **Section 20.1(a)(i)**;
- (iii) commits numerous breaches of its duties or obligations which collectively constitute a material breach of this Agreement or a Supplement;
- (iv) becomes liable for or incurs Service Level Credits under a Supplement that, in the aggregate, exceed fifty percent (50%) of the cumulative At Risk Amount under a Supplement during any rolling six (6) month period;
- (v) fails to perform in accordance with the Minimum Service Level for the same Critical Service Level for three (3) consecutive months or during four (4) of any six (6) consecutive month period;
- (vi) fails to deliver to Hilton an unqualified Controls Audit opinion in accordance with **Section 9.10(h)**;

then Hilton may, by giving notice to Supplier, terminate this Agreement or the applicable Supplement(s), with respect to all or any part of the Services as of a date specified in the notice of termination. Supplier shall not be entitled to any Termination Charges in connection with such a termination. If Hilton chooses to terminate this Agreement or a Supplement in part, the Charges payable shall be equitably adjusted in accordance with the pricing methodology set forth in **Exhibit 4** and in the applicable Supplement, to reflect such partial termination. For avoidance of doubt, the Parties acknowledge and agree that a material breach under a Supplement or any Companion Agreement shall be deemed a material breach under all Supplements and all Companion Agreements for purposes of this provision.

The express acknowledgment that a certain amount of Service Level Credits or number of Service Level defaults constitutes grounds for termination under **Section 20.1(a)(iv)** and **(v)** does not imply that a lesser amount or number cannot constitute a material breach of this Agreement and therefore grounds for termination under other subsections, and no Party shall contend otherwise in any dispute or controversy between the Parties.

- (b) **By Supplier.** If Hilton fails to pay undisputed Charges then due and owing under a Supplement by the specified due date, and the total of all such overdue undisputed Charges exceeds, in the aggregate, two (2) times the average monthly Charges under such Supplement, then, if Hilton fails to cure such default within thirty (30) days of notice from Supplier of its intention to terminate, Supplier may, by notice to Hilton, terminate the applicable Supplement. Supplier acknowledges and agrees that this **Section 20.1(b)** and **Section 20.5** describe Supplier's only rights to terminate a Supplement and Supplier hereby waives any other rights it may have to terminate this Agreement or any Supplements under this Agreement.

20.2 Termination for Convenience. Hilton may terminate any Supplement with respect to all or any portion of the Services for convenience and without cause at any time. If Hilton elects to terminate all Services provided under a Supplement on this basis, Hilton shall give Supplier at least ninety (90) days' prior notice designating the termination date and Hilton shall pay to Supplier Termination Charges calculated in accordance with Exhibit 4 and the applicable Supplement, if any Termination Charges are applicable to the termination under the applicable Supplement.

If a purported termination for cause by Hilton under Section 20.1 is finally determined by a competent authority not to be properly a termination for cause, then such termination by Hilton shall be deemed to be a termination for convenience under this Section 20.2.

20.3 Termination Upon Supplier Change of Control. In the event of a change in Control of Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) or the Entity that Controls Supplier (if any), where such Control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) are acquired by any Entity, or Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) is merged with or into another Entity to form a new Entity, then at any time within twelve (12) months after the last to occur of such events, Hilton may at its option terminate this Agreement by giving Supplier at least ninety (90) days prior notice and designating a date upon which such termination shall be effective; provided, however, if such change in Control of Supplier involves a Direct Hilton Competitor, Hilton may terminate this Agreement by giving Supplier at least ten (10) days prior notice, and such Direct Hilton Competitor shall be prohibited from any contact with Hilton Data, Hilton Confidential Information and any and all other information about the Hilton account, including discussions with Supplier Personnel regarding specifics relating to the Services. Supplier shall not be entitled to any Termination Charges in connection with such a termination.

20.4 Termination Upon Hilton Merger or Acquisition. If, in a single transaction or series of transactions, Hilton is acquired by any other Entity (by stock sale, asset sale or otherwise) or merges with any other Entity, then, at any time within twelve (12) months after the last to occur of such events, Hilton may at its option terminate this Agreement by giving Supplier at least ninety (90) days prior notice and designating a date upon which such termination shall be effective. Supplier shall not be entitled to any Termination Charges in connection with such a termination.

20.5 Termination for Insolvency. If any Party (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, (e) makes an assignment for the benefit of all or substantially all of its creditors, (f) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations, (g) fails or become incapable of paying its debts as they become due or is otherwise in default under material contracts and fails to promptly cure such defaults, or (h) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated, then the other Party may terminate this Agreement as of a date specified in a termination notice; provided, however, that Supplier shall not have the right to terminate under this Section so long as Hilton pays for the Services to be received hereunder in advance on a month-to-month basis. If any Party elects to terminate this Agreement due to the insolvency of the other Party, such termination shall be deemed to be a termination for cause hereunder. Supplier shall not be entitled to any Termination Charges in connection with such a termination.

20.6 Hilton Rights Upon Supplier's Bankruptcy.

- (a) **General Rights.** If Supplier's bankruptcy or other formal procedure referenced in Section 20.5 or the filing of any petition under bankruptcy laws affecting the rights of Supplier is not stayed or dismissed within thirty (30) days after filing, in addition to the other rights and remedies set forth herein, to the maximum extent permitted by Law, Hilton shall have the immediate right to retain and take possession for safekeeping all Hilton Data, Hilton Confidential Information, Hilton licensed Third Party Software,

Hilton owned Equipment, Hilton Owned Materials, Hilton owned Developed Materials, and all other Software (including all source code), Equipment, Systems or Materials to which the Eligible Recipients are or would be entitled during the Term or upon the expiration or termination of this Agreement. Supplier shall cooperate fully with the Eligible Recipients and assist the Eligible Recipients in identifying and taking possession of the items listed in the preceding sentence. Hilton shall have the right to hold such Hilton Data, Hilton Confidential Information, Hilton licensed Third Party Software, Hilton owned Equipment, Hilton Owned Materials, Hilton owned Developed Materials, Software (including all source code), Equipment, Systems and Materials until such time as the trustee or receiver in bankruptcy or other appropriate insolvency office holder can provide adequate assurances and evidence to Hilton that they shall be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. Supplier and Hilton agree that without this material provision, Hilton would not have entered into this Agreement or provided any right to the possession or use of such Hilton Data, Hilton Confidential Information, Hilton licensed Third Party Software, Hilton owned Equipment, Hilton Owned Materials, Hilton owned Developed Materials, Software (including all source code), Equipment, Systems and Materials covered by this Agreement.

- (b) **Hilton Rights in Event of Bankruptcy Rejection.** Notwithstanding any other provision of this Agreement to the contrary, if Supplier becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the “**Bankruptcy Code**”)) and rejects this Agreement pursuant to Section 365 of the Bankruptcy Code (a “**Bankruptcy Rejection**”), (i) any and all of the licensee and sublicensee rights of the Eligible Recipients arising under or otherwise set forth in this Agreement, including the rights of the Eligible Recipients referred to in **Section 14.6**, shall be deemed fully retained by and vested in the Eligible Recipients as protected intellectual property rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Supplier is the debtor; (ii) Hilton shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code; and (iii) to the extent any rights of the Eligible Recipients under this Agreement which arise after the termination or expiration of this Agreement are determined by a bankruptcy court not to be “intellectual property rights” for purposes of Section 365(n), all of such rights shall remain vested in and fully retained by the Eligible Recipients after any Bankruptcy Rejection as though this Agreement were terminated or expired. Hilton shall under no circumstances be required to terminate this Agreement after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this Agreement, including without limitation any of the rights of Hilton referenced in **Section 14.6**.

20.7 Termination for Supplier Degraded Financial Condition.

If (a) Supplier or any Entity Controlling Supplier has a substantial reduction in its long term credit rating as determined by Moody’s Investors Service or Standard & Poor’s, or (b) Supplier or any Entity Controlling Supplier receives a “going concern” explanation or qualification from its external auditor, then Hilton may, in its sole discretion, terminate this Agreement by giving Supplier at least ninety (90) days’ prior notice. Supplier shall not be entitled to any Termination Charges in connection with such a termination.

20.8 Disengagement Services.

- (a) **Availability.** As part of the Services, and for the Charges set forth in **Sections 20.8(b)(2)** and **20.8(d)** and the applicable Supplement, Supplier shall provide to Hilton and its designee(s) the Services described in **Section 20.8(b)** and any disengagement services described in the applicable Supplement and **Exhibit 8** (collectively, the “**Disengagement Services**”) with respect to any Services that Supplier shall no longer be performing for Hilton (whether as a result of termination, expiration or removal) (the “**Affected Services**”).
- (1) **Period of Provision.** Supplier shall provide Disengagement Services to Hilton and its designee(s), commencing upon a request for Disengagement Services, and, at Hilton’s request, continuing for up to eighteen (18) months following the effective date of the notice of removal of the Affected Services, or, if applicable, the expiration or termination of the applicable Supplement Term with respect to the Affected Services.

- (2) **Firm Commitment.** Supplier shall provide Disengagement Services regardless of the reason for removal of the Affected Services; provided, that if any Supplement is terminated by Supplier under Section 20.1(b) for failure to pay undisputed amounts, subject to Section 12.4, Supplier may require payment in advance at the beginning of each month for Disengagement Services to be provided or performed under this Section 20.8. Such advance payments shall be based on an estimate provided by Supplier at least fifteen (15) days in advance of such month with any additional Charges or credits to be reflected on the next invoice.
 - (3) **Performance.** All Disengagement Services shall be provided subject to and in accordance with the terms and conditions of this Agreement. Without limiting the foregoing, Supplier shall perform the Disengagement Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it was required to provide the same or similar Services during the Term, including compliance with the Service Levels, payment of Service Level Credits in the event it fails to do so, and if the Disengagement Services occur during the Sarbanes-Oxley reporting period, delivery of the Controls Audit Reports in accordance with Section 9.10(h). Supplier Personnel (including all Key Supplier Personnel) reasonably considered by Hilton to be critical to the performance of the Services and Disengagement Services shall be retained on the Hilton account through the completion of all relevant Disengagement Services.
- (b) **Scope of Disengagement Services.** At Hilton's request, the Disengagement Services provided by Supplier shall include the services, functions and responsibilities described below (in addition to any Disengagement Services described in the applicable Supplement).
- (1) **General Support.** To the extent requested by Hilton, Supplier shall assist Hilton or its designee(s) in developing a written disengagement plan ("**Disengagement Plan**") to effect the disengagement, and shall perform the Disengagement Services requested by Hilton, including those described in Exhibit 8.
 - (2) **Continuation of the Affected Services.** At Hilton's request, Supplier shall continue providing to the Eligible Recipient(s) any or all of the Affected Services after their anticipated removal, expiration or termination date. Supplier shall provide any such Affected Services subject to and in accordance with the terms and conditions of this Agreement and Hilton shall pay Supplier the Charges specified in the applicable Supplement that Hilton would have been obligated to pay Supplier for such Affected Services if the Agreement had not yet expired or been terminated or had the Affected Services not been removed. To the extent Hilton requests a portion of the Services included in a particular Charge, the amount to be paid by Hilton shall be equitably adjusted to reflect the portion of the Affected Services included in such Charge that Supplier shall not be providing or performing.
 - (3) **Hiring.** Subject to Section 20.8(c), Hilton and its designee(s) shall be permitted to undertake, without interference from Supplier, Subcontractors or Supplier Affiliates (including counter-offers), to hire, effective after the date when Supplier ceases provision of the Affected Services, any Supplier Personnel primarily assigned to the performance of Affected Services during the twelve (12) months preceding such date. Supplier shall waive, and shall cause its Subcontractors (as contemplated in Section 20.8(c) below) and Affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by Hilton or its designee(s). Supplier shall provide Hilton and its designee(s) with reasonable assistance in their efforts to hire such Supplier Personnel, and shall give Hilton and its designee(s) reasonable access to such Supplier Personnel for interviews, evaluations and recruitment. Hilton shall endeavor to conduct the above-described hiring activity in a manner that is not unnecessarily disruptive of the performance by Supplier of its obligations under this Agreement.
 - (4) **Software.** As provided in Section 14.6, Supplier shall provide, and hereby grants certain license, sublicense and/or other rights to certain Software and other Materials used by Supplier, Supplier Affiliates or Subcontractors in performing the Affected Services.

- (5) **Equipment.** Except as otherwise agreed by the Parties, Hilton and its designee(s) shall have the right (but not the obligation) to purchase, or assume the lease for, any Equipment owned or leased by Supplier that is primarily used by Supplier, Subcontractors or Supplier Affiliates to perform the Affected Services. Such Equipment shall be transferred in good working condition, reasonable wear and tear excepted, as of the completion of any Affected Services requiring such Equipment. Supplier shall maintain such Equipment through the date of transfer so as to be eligible for the applicable manufacturer's maintenance program at no additional charge to Hilton or its designee(s). In the case of Supplier-owned Equipment, Supplier shall grant to Hilton or its designee(s) a warranty of title and a warranty that such Equipment is free and clear of all liens and encumbrances. Such conveyance by Supplier to Hilton or its designee(s) shall be at the lesser of fair market value or net book value calculated in accordance with generally accepted accounting principles. At Hilton's request, the Parties shall negotiate in good faith and agree upon the form and structure of the purchase. In the case of Supplier leased Equipment, Supplier shall (i) represent and warrant that the lessee is not in default under the lease and that all lease payments have been made through the date of transfer, and (ii) notify Hilton of any lessor defaults of which it is aware at the time.
- (6) **Hilton Facilities, Equipment and Software.** Supplier shall vacate the Hilton Facilities and return to Hilton, if not previously returned, any Hilton-owned Equipment (including Hilton Provided Equipment as defined in **Section 6.5(e)**), Hilton-leased Equipment, Hilton Owned Materials and Hilton-licensed Third Party Materials (including Software), in condition at least as good as the condition when made available to Supplier, ordinary wear and tear excepted. Supplier shall vacate such Hilton Facilities and return such Equipment, Materials and Software to the extent that the Services requiring such Hilton Facilities, Equipment, Materials and Software are no longer being provided by Supplier.
- (7) **Supplier Subcontractors and Third Party Contracts.** Supplier shall promptly provide to Hilton a list of all subcontracts and Third Party Contracts used by Supplier, Subcontractors or Supplier Affiliates to perform the Affected Services. Subject to **Section 6.5(c)**, Supplier shall, at Hilton's request, cause any such Subcontractors, Supplier Affiliates, or third party contractors to permit Hilton or its designee(s) to assume prospectively any or all such subcontracts and Third Party Contracts or to enter into new contracts with Hilton or its designee(s) on substantially the same or more favorable terms and conditions, including price. Supplier shall so assign the designated subcontracts and Third Party Contracts or cause such subcontracts or Third Party Contracts to be assigned to Hilton or its designee(s) after the Services requiring such subcontracts or Third Party Contracts are no longer being provided by Supplier. Unless otherwise agreed by Hilton pursuant to **Section 6.5(c)**, there shall be no charge or fee imposed on Hilton or its designee(s) by Supplier or its Subcontractors, Affiliates or third party contractors for such assignment. Supplier shall (A) represent and warrant that it is not in default under such subcontracts and Third Party Contracts and that all payments have been made under such subcontracts and Third Party Contracts through the date of assignment, and (B) notify Hilton of any Subcontractor's or third party contractor's default with respect to such subcontracts and Third Party Contracts of which it is aware at the time. For the avoidance of doubt, it is understood and agreed that, in all events, the Eligible Recipients retain the right to contract directly with any Subcontractor or third party utilized by Supplier, Subcontractors or Supplier Affiliates to perform any Services.
- (c) **Rights from Subcontractors.** With respect to Subcontractors, Supplier shall use all commercially reasonable efforts to (i) obtain for Hilton and its designee(s) the rights specified in **Section 20.8(b)**, and (ii) ensure that such rights are not subject to subsequent Subcontractor approval or the payment by Hilton or its designee(s) of any fees. If Supplier is unable to obtain any such rights with respect to a Subcontractor, it shall notify Hilton in advance and shall not use such Subcontractor without Hilton's approval (and absent such approval, Supplier's use of any such Subcontractor shall obligate Supplier to obtain or arrange, at no additional charge to Hilton, the rights specified in **Section 20.8(b)** for Hilton and its designee(s) upon removal, expiration or termination).
- (d) **Rates and Charges.** Except as provided below and in **Section 20.8(b)(2)**, to the extent the Disengagement Services requested by Hilton can be provided by Supplier using personnel and resources

already assigned to Hilton, there shall be no additional charge to Hilton for such Disengagement Services. If material Disengagement Services requested by Hilton cannot be provided by Supplier using Supplier Personnel then assigned to Hilton without adversely affecting Supplier's ability to meet its performance obligations, Hilton, in its sole discretion, may forego or delay any work activities or temporarily or permanently adjust the work to be performed by Supplier, the schedules associated with such work or the Service Levels to permit the performance of such Disengagement Services using such personnel. To the extent Hilton authorizes Supplier to use additional Supplier Personnel to perform material Disengagement Services requested by Hilton, Hilton shall pay Supplier the rates and charges specified in the applicable Supplement or Exhibit 4, or, if no such rates and charges are specified in the applicable Supplement or Exhibit 4, a negotiated fee which shall be no less favorable to Hilton than the effective discount to Supplier's standard rates reflected by the rates in the applicable Supplement or Exhibit 4 less any discounts in the applicable Supplement.

20.9 Termination of a Participation Agreement. Termination of any Participation Agreement pursuant to its terms will not cause, or be interpreted as causing, a termination of this Agreement or of the relevant Supplement under this Agreement.

21. GENERAL.

21.1 Binding Nature, Assignment.

- (a) **Binding Nature.** This Agreement shall be binding on the Parties and their respective successors and permitted assigns.
- (b) **Assignment.** Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except in the following circumstances:
 - (i) Hilton may assign its rights or obligations under this Agreement or any Supplement, without the approval of Supplier, to an Affiliate that expressly assumes Hilton's obligations and responsibilities hereunder, provided that Hilton remains fully liable for and is not relieved from the full performance of its obligations under this Agreement; and
 - (ii) Hilton may assign its rights and obligations under this Agreement or any Supplement, without the approval of Supplier, to an Entity acquiring, directly or indirectly, Control of Hilton, an Entity into which Hilton is merged, or an Entity acquiring all or substantially all of Hilton's assets, provided that the acquirer or surviving Entity agrees in writing to be bound by the terms and conditions of this Agreement.
- (c) **Impermissible Assignment.** Any attempted assignment that does not comply with the terms of this Section shall be null and void.

21.2 Entire Agreement; Amendment. This Agreement, including any Exhibits, Annexes and Attachments referred to herein and attached hereto as well as any Supplements, Companion Agreements, and Work Orders entered into from time to time by the Parties, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof. The Schedules and Attachments to any Supplements, Companion Agreement or Work Orders are incorporated into such Supplement, Companion Agreement or Work Order by this reference. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertaking, whether written or oral, with respect to the subject matter contained in this Agreement. No amendment, modification, change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver or discharge is sought to be enforced. The express terms of this Agreement control and supersede any course of performance or dealing or usage of the trade inconsistent with any of the terms hereof.

21.3 Notices.

- (a) **Primary Notices.** Any notice, notification, request, demand or determination provided by a Party pursuant to the following:

Section 4.5(a) (Right to In-Source or Use of Third Parties; Cooperation and Managed Third Parties – Right of Use);

Section 6.6 (Notice of Defaults);

Section 9.13 (Notice of Adverse Impact);

Section 10.2 (Supplier Excused Performance);

Section 13.1(c) (Loss of Confidential Information);

Article 16 (Insurance and Risk of Loss);

Section 17.4 (Indemnification Procedures);

Section 18.2(c) (Waiver of Liability Cap);

Section 19.1 (Dispute Resolution Procedures);

Article 20 (Termination);

Section 20.8 (Disengagement Services); and

Section 21.1 (Binding Nature, Assignment)

shall be in writing and shall be delivered in hard copy using one of the following methods and shall be deemed delivered upon receipt: (i) by hand, (ii) by an express courier with a reliable system for tracking delivery, or (iii) by registered or certified mail, return receipt requested, postage prepaid. Unless otherwise notified, the foregoing notices shall be delivered as follows:

In the case of Hilton:

In the case of Supplier:

Office of the General Counsel
Hilton Domestic Operating Company Inc.
7930 Jones Branch Drive
McLean, Virginia 22102

- (b) **Other Notices.** All notices, notifications, requests, demands or determinations required or provided pursuant to this Agreement, other than those specified in **Section 21.3(a)**, shall be in writing and may be sent in hard copy in the manner specified in **Section 21.3(a)**, or by e-mail transmission (where receipt is affirmatively acknowledged by the recipient, excluding auto-receipts) or facsimile transmission (with acknowledgment of receipt from the recipient's facsimile machine) to the addresses set forth below:

In the case of Hilton:

In the case of Supplier:

Office of the General Counsel
Hilton Domestic Operating Company Inc.
7930 Jones Branch Drive
McLean, Virginia 22102

Pinnacle Communications Corporation
ATTN: Justin Hannesson
1626 Tom Williams Dr S
Fargo, ND 58104

E-mail Address:
Facsimile Number:

E-mail Address: hilton@pinn360.com
Facsimile Number: 701-492-4530

- (c) **Service of Process.** Notwithstanding the above, for the purpose of service of legal process and receipt of notice or pleadings in judicial proceedings before the federal or state courts as selected by the Parties under **Section 19.2**, both Parties to this Agreement and all parties to all Companion Agreements irrevocably appoint the company below as their agent for service of process and receipt of such notice or notification, and further elect domicile at the address of said company in New York, as follows:

In the case of Hilton:

In the case of Supplier:

Hilton

Pinnacle Communications Corporation
 ATTN: Justin Hannesson
 1626 Tom Williams Dr S
 Fargo, ND 58104

Attention:

With a copy to:

With a copy to:

Hilton

Pinnacle Communications
 ATTN: Eric Hannesson
 1626 Tom Williams Dr S
 Fargo, ND 58104

Attention:

- (d) **Notice of Change.** A Party may from time to time change its address or designee for notification purposes by giving the other prior notice of the new address or designee and the date upon which it shall become effective.

21.4 Counterparts, Headings, Language. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto. The Article and Section headings and the table of contents used in this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement. All Schedules, Annexes, Exhibits, Attachments, documents, materials, deliverable items, notices and communications of any kind between the Parties and their representatives relating to the Services or this Agreement shall be in the English language.

21.5 Relationship of Parties. Supplier, in furnishing Services to the Eligible Recipients hereunder, is acting as an independent contractor, and Supplier has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Supplier or Supplier Personnel under this Agreement. The relationship of the Parties under this Agreement shall not constitute a partnership or joint venture for any purpose. Except as expressly provided in this Agreement, Supplier is not an agent of the Eligible Recipients and has no right, power or authority, expressly or impliedly, to represent or bind the Eligible Recipients as to any matters.

21.6 Severability. If any provision of this Agreement conflicts with applicable Law or is held void, invalid or unenforceable by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is void, invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by applicable Law.

21.7 Consents and Approval. Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation, notice or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party of responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent expressly provided in such approval or consent.

21.8 Waiver of Default; Cumulative Remedies.

- (a) **Waiver of Default.** A delay or omission by either Party hereto to exercise any right under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the obligations to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

- (b) **Cumulative Remedies.** All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, by contract or

otherwise. The election by a Party of any remedy provided for in this Agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract or otherwise.

21.9 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

21.10 Publicity. Neither Party shall (i) use the other Party's names, logos, service marks, trade names or trademarks or (ii) refer to the other Party directly or indirectly in any press release, public announcement, or public disclosure relating to this Agreement, including in any promotional, advertising or marketing materials, customer lists or business presentations, in either case without the prior written consent of the other Party prior to each such use or reference. Supplier shall not make any public statements about this Agreement, the Services or its relationship with the Eligible Recipients without Hilton's prior approval.

21.11 Third Party Beneficiaries. Except as expressly provided in this Agreement, this Agreement is entered into solely between, and may be enforced only by, Hilton and Supplier. This Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties (other than the right of Eligible Recipients to receive Services), including employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

21.12 Covenant Against Pledging. Supplier agrees that, without the prior written consent of Hilton, it shall not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from Hilton under this Agreement for any reason whatsoever. To the extent Hilton permits Supplier to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from Hilton under this Agreement, Supplier shall continue to be Hilton's sole point of contact with respect to this Agreement, including with respect to payment. The person or Entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered shall not be considered a third party beneficiary under this Agreement and shall not have any rights or causes of action against Hilton.

21.13 Order of Precedence.

- (a) In the event of any conflict or inconsistency among the terms of the various documents that collectively comprise the Agreement or any Companion Agreement, then to the maximum extent that the conflicting or inconsistent terms can reasonably be interpreted so that such terms are consistent with and supplemental to one another and do not conflict with each other, such consistent, non-conflicting and supplemental interpretation shall prevail, in a manner that gives effect to all of such terms, absent an express statement of exclusion of a particular provision, term, Article or Section of another document constituting part of the Agreement or such Companion Agreement, or an express statement that one provision or term in another document constituting part of the Agreement or such Companion Agreement takes precedence over another or applies notwithstanding the other (in which case, that express statement of exclusion, precedence or application shall first be given effect).
- (b) If and to the extent that clause (a) does not resolve any interpretive questions or issues among terms that cannot be read as non-conflicting, consistent and supplemental, the following general order of precedence shall apply (with lower-numbered items having priority over higher-numbered items):
 - (i) MSA;
 - (ii) the Annexes, Attachments, and Exhibits to the MSA;
 - (iii) each Supplement;

- (iv) the schedules, exhibits, attachments, appendices or annexes to each Supplement;
 - (v) the Work Orders to each Supplement;
 - (vi) the terms and conditions contained in the body of each Companion Agreement executed by the Parties (excluding the terms and conditions of this Agreement incorporated by reference in any such Companion Agreement);
 - (vii) the terms and conditions contained in the schedules, exhibits, attachments, appendices or annexes to each Companion Agreement executed by the Parties;
 - (viii) the Service Management and Governance Manual;
 - (ix) any third party or industry standards that either Party is obligated to comply with under this Agreement; and
 - (x) any other document that makes specific reference to this Agreement.
- (c) No Supplement can modify the requirements of this MSA without specific reference to this **Section 21.13**. If Supplier submits Work Orders, change orders, Services requests, invoices or other similar documents or Hilton submits purchase orders or other similar documents for accounting or administrative purposes or otherwise, no pre-printed or similar terms and conditions contained in any such form shall be deemed to supersede any of the terms and conditions of this Agreement or any Companion Agreement without express written approval (making specific reference to this **Section 21.13** and complying with the notice requirements in **Section 21.3**) by the Party to be charged.

21.14 Hiring.

- (a) **Solicitation and Hiring.** Except as expressly set forth herein, during the Term and for a period of twelve (12) months thereafter, Supplier shall not solicit for employment directly or indirectly, nor employ, any employees of an Eligible Recipient or individual Third Party Contractor without the prior approval of Hilton. Except as expressly set forth herein in connection with the expiration or termination in whole or in part of this Agreement, during the Term and for a period of twelve (12) months thereafter, Hilton shall not solicit for employment directly or indirectly, nor employ, any employee of Supplier involved in the performance of Supplier's obligations under this Agreement without the prior consent of Supplier. In each case, the prohibition on solicitation and hiring shall extend ninety (90) days after the termination of the employee's employment or, in the case of Supplier employees, the cessation of his or her involvement in the performance of Services under this Agreement. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.
- (b) **Publications.** Neither the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation nor the consideration and hiring of persons responding to such advertisements shall be deemed a breach of this **Section 21.14**, unless the advertisement and solicitation is undertaken as a means to circumvent or conceal a violation of this provision and the hiring manager acts without knowledge of this hiring prohibition.

21.15 Liens. Supplier shall not file, or by its action or inaction permit, any liens to be filed on or against property or realty of any Eligible Recipient. If any such liens arise as a result of Supplier's action or inaction, Supplier shall obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) business days.

21.16 Covenant of Cooperation and Good Faith. Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.


21.17 Acknowledgment, Further Assurances. The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, upon the request of a Party, the other Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

21.18 Reference. Unless otherwise directed by Hilton, Supplier shall use Hilton as a reference at least once during the first six (6) months of each calendar year and once during the last six months of each calendar year for prospective Supplier customers interested in purchasing services that include the same or substantially similar services to the Services. In conjunction with the foregoing, the Hilton Relationship Manager (or equivalent level of Hilton management), shall serve as the contact point for such prospective Supplier customers and shall respond to all inquiries in a timely manner. Notwithstanding anything to the contrary in this Agreement, Supplier acknowledges and agrees that the Hilton Relationship Manager (or equivalent level of Hilton management) may freely discuss all aspects of Supplier's performance and Hilton's satisfaction with such performance with prospective Supplier customers. Supplier shall provide such prospective Supplier customers with appropriate Hilton contact information. The identity of such prospective Supplier customers and all information related thereto shall be considered Supplier Confidential Information.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this MSA to be executed by their respective duly authorized representatives as of the Effective Date.

**HILTON DOMESTIC OPERATING
COMPANY INC.**

By: 
1B5647D148154ED...

Name: Linda Theisen

Title: Vice President

**PINNACLE COMMUNICATIONS
CORPORATION**

By: 
CC708A3EA1F447F...

Name: Justin Hannesson

Title: Partner/Operations

Exhibit 1

Definitions

1. GENERAL.

The terms defined in this Exhibit include the plural as well as the singular and the derivatives of such terms. Unless otherwise expressly stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to the Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision. Article, Section, Subsection and Attachment references refer to articles, sections and subsections of, and attachments to, the MSA, unless specified otherwise. The words “include” and “including” shall not be construed as terms of limitation and introduce a non-exclusive set of examples. The word “or” shall not be exclusive. The words “day”, “month”, “quarter” and “year” mean, respectively, calendar day, calendar month, calendar quarter and calendar year. As stated in Section 21.3 of the MSA, the words “notice” and “notification” and their derivatives mean notice or notification in writing. Other terms used in this Agreement are defined in the context in which they are used and have the meanings there indicated.

2. DEFINITIONS.

The following terms, when used in the Agreement, have the meanings specified below.

“**Acceptance**” means the determination, in Hilton’s reasonable discretion, and in accordance with the Policy and Procedures Manual or other criteria agreed to by the Parties, following performance, implementation, installation, testing and execution in the production environment for an agreed upon number of business cycles that Services, Software, Equipment, Systems and/or other contract Deliverables are in Compliance.

“**Accepted**” means that the applicable Software, Equipment, Systems and/or other contract Deliverables have gained Acceptance.

“**Access Code**” means a user identification number, a code or a password (or some combination of the foregoing) permitting access to a Hilton Network.

“**Affected Services**” has the meaning given in Section 20.8(a).

“**Affiliate**” means, generally, with respect to any Entity, any other Entity Controlling, Controlled by or under common Control with such Entity, and, in the case of Hilton, includes and (ii) any human being or Entity that is an owner or operator, directly or indirectly, of any business or facility operating under any Hilton Mark.

“**Agreement**” has the meaning given in Section 1.1(c).

“**Agreement Terms**” has the meaning given in Section 13.1(a)(v).

“**Allocation of Pool Percentage**” means the portion of the Pool Percentage Available for Allocation that is specified for a Performance Category. The total of all Allocation of Pool Percentages shall not exceed the Pool Percentage Available for Allocation.

“**Applications Software**” or “**Applications**” means those software application programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) used to support day-to-day business operations and accomplish specific business objectives to the extent Supplier has financial or operational responsibility for such programs or programming under the applicable Supplement.

“**Audit Period**” has the meaning given in Section 9.10(a).

“**Authorized User(s)**” means, individually and collectively, the employees, business units, contractors, subcontractors, customers, agents, representatives, and joint ventures of Hilton and the other Eligible Recipients

(other than Supplier and its Subcontractors) designated by Hilton or another Eligible Recipient to receive or use the Systems or Services provided by Supplier.

“**Bankruptcy Code**” has the meaning given in Section 20.6(b).

“**Bankruptcy Rejection**” has the meaning given in Section 20.6(b).

“**Benchmark Standard**” has the meaning given in Section 11.6(c).

“**Benchmarker**” has the meaning given in Section 11.6(a).

“**Benchmarking**” has the meaning given in Section 11.6(a).

“**Cardholder Data**” means all data designated as “Cardholder Data” or “Sensitive Authentication Data” in PCI DSS.

“**Change Control Procedures**” has the meaning given in Section 9.6(a).

“**Charges**” means the amounts set forth in a Supplement as charges for the Services under that Supplement, excluding Administered Expenses, Service Taxes and Hilton retained expenses.

“**Commencement Date**” means, with respect to a particular Service, the date set forth in the applicable Supplement designated for the commencement of such Service or, if no such date is set forth in the applicable Supplement, the Supplement Effective Date.

“**Companion Agreement**” has the meaning given in Section 2.2(a).

“**Compliance**” and “**Comply**” means, with respect to Software, Equipment, Systems or other contract Deliverables to be implemented, designed, developed, maintained, modified, enhanced, delivered, integrated, installed and/or tested by Supplier, compliance in all material respects with the Specifications.

“**Confidential Information**” means (i) this Agreement and the terms hereof, (ii) all information marked confidential, proprietary or with a similar legend by either Party, and (iii) any other information that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential, whether or not so marked (which, in the case of the Eligible Recipients, shall include information treated or defined as confidential under Hilton’s privacy policy, Software, Developed Materials, Hilton Data, Personal Data, Authorized User information, attorney-client privileged materials, attorney work product, Hilton lists, Hilton contracts, Hilton information, rates and pricing, information with respect to competitors, strategic plans, account information, research information, information that contains trade secrets, financial/accounting information, human resources/personnel information, benefits-related information, payroll information marketing/sales information, contact information, information regarding businesses, plans, operations, mergers, acquisitions, divestitures, third party contracts, licenses, internal or external audits, law suits, arbitrations, mediations, regulatory compliance or other information or data obtained, received, transmitted, processed, stored, archived, or maintained by Supplier under this Agreement).

“**Contract Changes**” has the meaning given in Section 11.1(d).

“**Contract Records**” has the meaning given in Section 9.10(a).

“**Control**” and its derivatives means: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least fifty percent (50%) of the aggregate of all voting equity interests in an Entity or (ii) equity interests having the right to at least fifty percent (50%) of the profits of an Entity or, in the event of dissolution, to at least fifty percent (50%) of the assets of an Entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the Entity by contract or corporate

governance document; or (d) in the case of a partnership, the holding by an Entity (or one of its Affiliates) of the position of sole general partner.

“**Controls Audit**” has the meaning given in **Section 9.10(h)(i)**.

“**Controls Audit Reports**” has the meaning given in **Section 9.10(h)(i)**.

“**Copyleft Restrictions**” means restrictions imposed on software or other materials requiring that (i) the user may not sublicense, resell or distribute the same software or any Derivative Work thereof under different terms of use, (ii) the user may not charge license fees for the sublicense, resale or distribution thereof, (iii) the user must release the source code to any third party to whom such software or any Derivative Work thereof is distributed, (iv) the user may not claim copyright or other Intellectual Property Rights in any Derivative Work thereof, or (v) the user is prohibited from discriminating by restricting the persons or purposes for which the software is used.

“**Critical Deliverables**” means the deliverables identified in the applicable Supplement or Work Order, if any, as Critical Deliverables.

“**Critical Service Level**” means a Service Level identified as a “Critical Service Level” in a Supplement with respect to which Service Level Credits may be payable to Hilton if Supplier fails to meet such Service Level.

“**Data Security Program**” has the meaning given in **Section 13.2(b)(i)**.

“**Deliverable**” means a Developed Material that is identified as a deliverable in the Agreement, or in a statement of work, project plan, or other writing by or between the Parties.

“**Deliverable Credits**” means the amount payable to Hilton in the event Supplier fails to deliver (i) a Critical Deliverable by the associated due date in accordance with the applicable Supplement, (ii) complete a Transition Milestone by the associated Transition Milestone Due Date in accordance with the applicable Supplement or (iii) complete a Transformation Milestone by the associated Transformation Milestone Due Date in accordance with the applicable Supplement.

“**Derivative Work**” means a work based on one or more preexisting works, including a condensation, transformation, translation, modification, expansion, or adaptation, that, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement under applicable Law, but excluding the preexisting work.

“**Developed Materials**” means any Materials (including Software), or any modifications, enhancements or Derivative Works thereof, developed by or on behalf of Supplier for Hilton or the other Eligible Recipients in connection with or as part of the Services.

“**Development Tools**” means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that are used in the development, testing, deployment and maintenance of Applications to the extent a Party has financial or operational responsibility for such programs or programming under a Supplement.

“**Direct Hilton Competitors**” means the Entities identified in **Exhibit 7** to the MSA, as well as their Affiliates, successors and assigns, as such list of Entities may reasonably be modified by Hilton from time to time.

“**Disengagement Plan**” has the meaning given in **Section 20.8(b)(i)**.

“**Disengagement Services**” has the meaning given in **Section 20.8(a)**.

“**EEA**” has the meaning given in **Section 13.3(a)(i)**.

“**Effective Date**” has the meaning given in the preamble to the MSA.

“Eligible Recipients” means, collectively, the following:

- (a) Hilton;
- (b) any Entity that is an Affiliate of Hilton on the applicable Supplement Effective Date, or thereafter becomes an Affiliate of Hilton;
- (c) any Entity that purchases after the applicable Supplement Effective Date from Hilton or any Affiliate of Hilton, all or substantially all of the assets of Hilton or such Affiliate, or of any division, marketing unit or business unit thereof, provided that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;
- (d) any Entity that after the applicable Supplement Effective Date is created using assets of Hilton or any Affiliate of Hilton, provided that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;
- (e) any Entity into which Hilton or any Affiliate of Hilton merges or consolidates, provided that such Entity has assumed Hilton’s obligations under this Agreement, and provided further that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;
- (f) any Entity which merges into or consolidates with Hilton or any Affiliate of Hilton;
- (g) any Entity, including any corporation, joint venture, partnership or manufacturing or retail facility, in which on or after the applicable Supplement Effective Date, Hilton or any Affiliate of Hilton has an ownership interest and as to which Hilton or such Affiliate has management or operational responsibility;
- (h) any person or Entity engaged in the provision of products or services to Hilton or another Eligible Recipient identified in **clauses (a) through (g)** (including contract personnel working at a Hilton site), but only in connection with the provision of such products or services to Hilton or such other Eligible Recipient;
- (i) any customer of an Eligible Recipient identified in **clauses (a) through (g)** above, or an Entity to which such an Eligible Recipient is a subcontractor, but only in connection with the provision of products or services (other than the Services provided hereunder) by such Eligible Recipient to such customer; and
- (j) other Entities to which the Parties agree.

“Entity” means a corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association or other organization or entity.

“Equipment” means all computing, networking and communications equipment procured, provided, operated, supported, or used by an Eligible Recipient, Supplier or an Authorized User in connection with the Services, including (i) mainframe, midrange, server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and cabling, (ii) personal computers, laptop computers, terminals, workstations, personal data devices and associated attachments, features, accessories, printers, multi-functional printers, peripheral or network devices, and cabling, and (iii) voice, data, video and wireless telecommunications, network and monitoring equipment and associated attachments, features, accessories, peripheral devices, cell phones and cabling.

“Equipment Leases” means all Equipment leases between third parties and an Eligible Recipient or between third parties and Supplier (or Subcontractors or Affiliates of Supplier) that have been or shall be used in connection with the provision of the Services.

“European Union Data Protection Legislation” means EU Directive 95/46/EC, 2002 O.J. L6/52, as such Directive will be superseded by the EU General Data Protection Regulation 2016/679 (**“GDPR”**), or any other successor legislation.

“Force Majeure Event” has the meaning given in **Section 9.14(a)**.

“Full Time Equivalent” or **“FTE”** is a level of effort (whether by one person or more than one person) (including a reasonable amount of additional work outside normal business hours), equivalent to that which would be provided by one person working full time for one year. Unless otherwise agreed, one dedicated FTE is assumed to be at least 1,880 Productive Hours per calendar year, and each non-dedicated FTE shall be deemed to be a fraction of an FTE equal to the number of Productive Hours worked by such non-dedicated FTE in a calendar year divided by 1,880. Without Hilton’s prior written approval, one (1) dedicated individual’s total work effort cannot amount to more than one FTE.

“Further Actions” has the meaning given in **Section 13.3(a)(iv)**.

“General Data Protection Regulation” or **“GDPR”** means the Regulation of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data, once such legal instrument is in force and as the same may be amended, superseded, modified or replaced from time to time.

“Hilton” has the meaning given in preamble of the MSA.

“Hilton Data” means any data or information (including personal data, text, sound, software, and/or image files) and associated records, in any form or medium, (i) of Hilton, its Affiliates, or any other Eligible Recipient, or their respective suppliers, customers, or other business partners (including data related to the usage of any Eligible Recipient’s services or customer accounts) that is transmitted, uploaded, or otherwise provided to, or obtained by, Supplier or Supplier Personnel in the performance of the Services or Supplier’s other obligations under, or in connection with the negotiation and execution of, this Agreement, (ii) that is created, generated, collected, processed, maintained, stored, archived, or received using or in connection with the Services (including data processing input and output, Reports, asset information, and retained expenses and Administered Expenses), (iii) that is entered into, processed by, or stored on or in, or is accessed through software, equipment, or systems provided, operated, supported, or used by Supplier in connection with the Services, by or on behalf of Hilton or any of its Affiliates or Eligible Recipients, (iv) that is derived or compiled from data and information described in **clauses (i) – (iii)** above (including metadata and correlations, trends, patterns, algorithms, and findings directly or indirectly derived or compiled by or on behalf of Supplier from such data and information), whether by using such data or information exclusively or in combination with other data or information, and/or (v) summaries and analyses of or involving data and information described in **clauses (i) – (iv)** above.

“Hilton Export Items” has the meaning given in **Section 15.7(g)(ii)**.

“Hilton Facilities” has the meaning given in **Section 6.2(a)**.

“Hilton Group” means, collectively, Hilton and the Hilton Affiliates.

“Hilton Marks” means, collectively all names, logotypes, trademarks, service marks, trade dress and trade names and any variation thereof that (i) are proprietary to any of Hilton Worldwide Holdings Inc. or its subsidiaries (including Hilton) or affiliated entities and (ii) were used, are used or are hereafter used by Hilton Worldwide Holdings Inc. or its subsidiaries (including Hilton) or affiliated entities, or licensed to Hilton Brand Properties, including the following: (A) “Canopy”, “Conrad”, “Curio”, “Doubletree”, “Embassy”, “Hilton”, “Hampton”, “HHonors”, “Homewood”, “Home2 Suites”, “Hilton Grand Vacations”, “HGV”, “HGVClub”, “OnQ”, “Tru”, “Waldorf Astoria” and any variations thereof and (B) the logotypes and designs: Hilton “H” Swirl (logo), Concierge Class (logo), DoubleTree Twin Tree by Hilton (logo), Embassy Suites Hotels “E” Design, Embassy Suites Stylized E (logo) and any variations thereof.

“**Hilton Materials**” means Hilton Owned Materials and Hilton-licensed Third Party Materials.

“**Hilton Network**” has the meaning given in **Section 6.3(a)**.

“**Hilton Owned Materials**” has the meaning given in **Section 14.1(a)**.

“**Hilton Personnel**” means the employees, agents, contractors or representatives of Hilton employed or contracted by Hilton or its Affiliates or the other Eligible Recipients as of the applicable Supplement Effective Date who performed, in the ordinary course of business, any of the services to be provided by Supplier during the twelve (12) months preceding the Commencement Date..

“**Hilton Provided Equipment**” has the meaning given in **Section 6.5(e)(i)**.

“**Hilton Relationship Manager**” has the meaning given in **Section 10.1**.

“**Hilton Rules**” has the meaning given in **Section 6.2(b)**.

“**Hilton Standards**” has the meaning given in **Section 9.5(a)**.

“**HIPAA Privacy Rule**” means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder (45 C.F.R. Parts 160-164), as the same may be amended from time to time.

“**Income Taxes**” means any tax on or measured by the net income of a Party (including taxes on capital or net worth that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax or franchise tax for the privilege of doing business.

“**Indemnitees**” has the meaning given in **Section 17.1**.

“**Intellectual Property**” means registered and unregistered copyrights, applications for copyright registration, rights in trade secrets and confidential information, patents and patent applications (including reissues, reexaminations, continuations and continuations-in-part) and other proprietary rights throughout the world.

“**Issuers**” has the meaning given in **Section 13.2(e)**.

“**Key Measurements**” are those Service Levels for which no Service Level Credit is payable.

“**Key Supplier Personnel**” means the Supplier Personnel filling the positions designated as Key Supplier Personnel positions in a Supplement.

“**Laws**” means all federal, state, provincial, regional, territorial and local laws, ordinances, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization (“**SRO**”), including Privacy Laws. For purposes of this Agreement, Laws shall also include all generally accepted accounting principles (“**GAAP**”), as such principles may be modified during the Term by the Public Company Accounting Oversight Board or other applicable authorities.

“**Litigation Requirements Notice**” has the meaning given in **Section 13.5(c)(i)**.

“**Litigation Response Plan**” has the meaning given in **Section 13.5(b)**.

“**Local Dispute**” means (i) any dispute (A) that is expressly required by the mandatory Laws of the applicable Companion Agreement jurisdiction to be subject to specific Laws of such jurisdiction, and (B) that is expressly required by the mandatory Laws of such jurisdiction to be resolved in a court within such jurisdiction, in each case

where the applicability of such mandatory Laws is not subject to contractual waiver or limitation; and (ii) any dispute identified in the applicable Companion Agreement as a Local Dispute.

“Losses” means all losses, liabilities, damages (including punitive and exemplary damages), fines, penalties, interest and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties).

“Major Release” means a new version of Software that includes changes to the architecture and/or adds new features and functionality in addition to the original functional characteristics of the preceding Software release. These releases are usually identified by full integer changes in the numbering, such as from “7.0” to “8.0,” but may be identified by the industry as a major release without the accompanying integer change.

“Malicious Code” means (i) any code, program or sub-program whose knowing or intended purpose is to damage or maliciously interfere with the operation of the Software or the computer system containing such code, program or sub-program, or to halt, disable or maliciously interfere with the operation of such code, program, or sub-program, itself, or (ii) any device, method or token that permits any person to circumvent the normal security of the Software or the computer system containing particular code, programs or sub-programs.

“Management Tools” means all software products and tools (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that are used by Supplier to deliver and manage the Services.

“Materials” means, collectively, Software, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, programming tools, documentation, reports, drawings, databases, spreadsheets, machine-readable text and files, financial models and work product, whether tangible or intangible.

“Measurement Window” means the time during, or frequency by, which a Service Level shall be measured.

“Minimum Service Level” has the meaning given in **Exhibit 3** or the applicable Supplement.

“Minor Release” means a scheduled release containing small functionality updates and/or accumulated resolutions to defects or non-conformances made available since the immediately preceding release (whether Major Release or Minor Release). Minor Releases shall include “Maintenance Releases” that are supplemental to and made available between Major Releases and other Minor Releases, issued and provided under specific vendor service level or maintenance obligations and contain only accumulated resolutions or mandated changes. These releases are usually identified by a change in the decimal numbering of a release, such as “7.12” to “7.13.”

“Monthly Invoice” has the meaning given in **Section 12.1(a)**.

“New Advances” has the meaning given in **Section 9.12(d)**.

“New Services” means new services or significant changes to existing Services requested by Hilton, (i) that impose materially different obligations on Supplier, (ii) that require materially different levels of effort, resources or expense from Supplier, and (iii) for which there is no current Resource Baseline or charging methodology.

“Official” has the meaning given in **Section 15.7(i)**.

“Out-of-Pocket Expenses” means reasonable and actual out-of-pocket expenses due and payable to a third party by Supplier that are approved in advance by Hilton and for which Supplier is entitled to be reimbursed by Hilton under this Agreement. Out-of-Pocket Expenses shall not include Supplier’s overhead costs (or allocations thereof), general and/or administrative expenses or other mark-ups and shall be net of all rebates and allowances.

“Participating Entity” has the meaning given in **Section 2.3(a)**.

“Participation Agreement” has the meaning given in Section 2.3(a).

“Party” and **“Parties”** means Hilton and Supplier.

“PCI DSS” has the meaning given in Section 13.2(e).

“Permitted Auditors” has the meaning given in Section 9.10(b).

“Personal Data” means that portion of Hilton Data that relates to an identified or identifiable individual or is otherwise subject to any Privacy Laws.

“Personal Data Breach” has the meaning given in Section 13.3(e).

“Personnel Commencement Date” or **“PCD”** has the meaning given in Section 8.5(e)(ii).

“Policy and Procedures Manual” means the policy and procedures manual described in Section 9.1(a).

“Privacy Laws” means Laws, in multiple jurisdictions worldwide, that relate to (i) the confidentiality, collection, use, handling, processing, security, protection, transfer or free movement of personal data, personally-identifiable information or customer information, (ii) electronic data privacy, (iii) trans-border data flow, (iv) data protection or (v) the national provisions applicable to the protection of personal data or adopted pursuant to the European Union Data Protection Legislation from time to time, in each case in the country in which Hilton or Hilton Affiliate is established and together with all other Laws related to the protection and processing of Personal Data.

“Privacy Standards” has the meaning given in [TBD]

“Productive Hours” has the meaning given in Section 6.2(a) of Exhibit 4.

“Prohibited Open Source Code” means any software code or other materials that meets the following criteria: (i) It contains or is derived (in whole or part) from, any software that is distributed as free software, open source software, shareware or similar licensing or distribution models; and (ii) Its licensing terms do any of the following: (a) conflict in any way with, or prevent the performance and fulfillment of, the respective rights and obligations of the Parties set forth in this Agreement, (b) require that any Hilton Group member disclose or otherwise make available any Intellectual Property and (c) subject any Deliverable or any Intellectual Property of any Hilton Group member to any Copyleft Restrictions.

“Project” means a discrete unit of work that (a) is not an inherent, necessary or customary part of the day-to-day (i.e., regular, not daily) Services, (b) is not required to be performed by Supplier to meet the existing Service Levels (other than Service Levels related to Project performance), (c) is not otherwise part of the Services to be provided within the Charges, as provided in a Supplement, and (d) requires at least forty (40) Productive Hours to complete. A Project may consist of or include work that would otherwise be treated as New Services.

“Project Service” means the delivery of a service as part of a Project (including Staff Supplementation Projects), or the delivery of a service otherwise described in the applicable Supplement or the applicable Work Order as a “Project Service”.

“Quality Assurance” means the actions, planned and performed, to provide confidence that all business processes, Systems, Equipment, Software and components that influence the quality of the Services are working as expected, both individually and collectively.

“Recoverable Taxes” means any tax on goods or services where the payer of the tax is able to claim a credit for that tax from a Tax Authority, and includes goods and services taxes, harmonized sales taxes, value added taxes and other similar taxes.

“Replacement Privacy Legislation” has the meaning given in Section 13.3(a)(ix)(2).

“**Reports**” has the meaning given in Section 9.2(a).

“**Required Consents**” means the consents (if any) required to be obtained: (i) to assign or transfer to Supplier, or obtain for Supplier the right to use and/or access, any Hilton-licensed Third Party Software, Third Party Contracts; (ii) to grant Supplier the right to use and/or access the Hilton-licensed Third Party Software or Third Party Contracts in connection with providing the Services; (iii) to grant Hilton and the other Eligible Recipients the right during the Term, the applicable Supplement Term and any Disengagement Services period to use and/or access the Supplier Owned Software, Third Party Software, Third Party Contracts and Equipment acquired, operated, supported or used by Supplier in connection with providing the Services; (iv) to assign or transfer to Hilton, the other Eligible Recipients or their designee(s) any Developed Materials, Supplier Owned Software, Third Party Software, Third Party Contracts or other rights following the Term or the applicable Supplement Term to the extent provided in this Agreement; and (v) all other consents required from third parties in connection with Supplier’s provision of the Services or performance of its obligations hereunder.

“**Resource Baseline**” means, for any Resource Unit, the quantity of such Resource Unit that is included in the applicable Charges (for the applicable period of time) set forth in the applicable Supplement for such Resource Unit.

“**Resource Unit**” has the meaning given in Section 3 of Exhibit 4.

“**Retained Systems and Business Processes**” means those systems and business processes of Hilton or another Eligible Recipient for which Supplier has not assumed responsibility under this Agreement (including those provided, managed, operated, supported and/or used on their behalf by Third Party Contractors). Retained Systems and Business Processes include equipment and software associated with such systems and business processes.

“**Root Cause Analysis**” is the formal process, specified in the Policy and Procedures Manual, to be used by Supplier to diagnose problems at the lowest reasonable level so that corrective action can be taken that shall eliminate, to the extent reasonably possible, repeat failures. Supplier shall implement a Root Cause Analysis as specified in Exhibit 3 or as reasonably requested by Hilton.

“**SEC**” has the meaning given in Section 9.4(b)(vi).

“**Security Incident**” has the meaning given in Section 13.2(b)(iv).

“**Service Level(s)**” has the meaning given in Section 7.1.

“**Service Level Credits**” has the meaning given in Section 7.3.

“**Service Level Default**” has the meaning given in Exhibit 3 or the applicable Supplement.

“**Service Taxes**” means all sales, use, excise, and other similar taxes that are assessed against either Party on the provision of the Services as a whole, or on any particular Service received by Hilton or the Eligible Recipients from Supplier, excluding Recoverable Taxes and Income Taxes.

“**Services**” has the meaning given in Section 4.1(a).

“**SOC 1 Report**” means a Type II multi-client Service Organization Controls 1 report in accordance with SSAE 16.

“**SOC 2 Report**” means a Type II multi-client Service Organization Controls 2 report in accordance with SSAE 16.

“**SOC 3 Report**” means a multi-client Service Organization Controls 3 report in accordance with SSAE 16.

“**Software**” means all software programs and programming for which a Party is financially or operationally responsible under the applicable Supplement (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto), including Applications, Development Tools, Management Tools and Systems Software.

“**Specialized Services**” has the meaning given in Section 9.15.

“**Specifications**” means, with respect to Software, Equipment, Systems or other contract Deliverables to be implemented, designed, developed, maintained, modified, enhanced, delivered, integrated, installed and/or tested by Supplier, the technical, design and/or functional specifications set forth in this Agreement including the applicable Supplement, in third party vendor standard documentation, in a New Services or Project description requested and/or approved by Hilton or otherwise agreed upon in writing by the Parties.

“**SSAE 16**” means U.S. Statement on Standards for Attestation Engagements 16 or such successor standard as may then be in effect.

“**Standard Contractual Clauses**” has the meaning given in Section 13.3(a)(ii).

“**Step-In Notice**” has the meaning given in Section 9.19(a).

“**Step-In Right**” has the meaning given in Section 9.19(a).

“**Step-Out Date**” has the meaning given in Section 9.19(b).

“**Step-Out Notice**” has the meaning given in Section 9.19(b).

“**Step-Out Plan**” has the meaning given in Section 9.19(a).

“**Strategic Plan**” means the plans periodically developed by Hilton that set forth Hilton’s key business objectives and requirements and outline its strategies for achieving such objectives and requirements. Hilton may revise the Strategic Plan from time to time. The Strategic Plan is likely to include both annual and multi-year strategies, objectives and requirements.

“**Subcontractors**” means subcontractors (of any tier) of Supplier, including Affiliates of Supplier.

“**Successor Model Contract Clauses**” has the meaning given in Section 13.3(a)(iii).

“**Supplement**” has the meaning given in Section 1.1.

“**Supplement Effective Date**” has, with respect to an individual Supplement, the meaning given in the preamble to such Supplement.

“**Supplement Term**” has the meaning given in Section 3.2.

“**Supplier**” has the meaning given in the preamble of the MSA.

“**Supplier Account Manager**” has the meaning given in Section 8.3.

“**Supplier Export Materials**” has the meaning given in Section 15.7(g).

“**Supplier Facilities**” means, individually and collectively, the facilities owned, leased or used by Supplier or its Affiliates or Subcontractors from which any Services are provided or performed (other than Hilton Facilities).

“**Supplier Owned Materials**” has the meaning given in Section 14.3(a).

“**Supplier Owned Software**” means any Software owned by Supplier or its Affiliates and used to provide the Services.

“Supplier Personnel” means those employees, representatives, contractors, subcontractors and agents of Supplier, Subcontractors and Supplier Affiliates who perform any Services under this Agreement or a Supplement. Supplier Personnel shall include Transitioned Employees, if applicable.

“Supplier-provided Systems” has the meaning given in Section 4.7.

“System” means an interconnected grouping of manual or electronic processes, including Equipment, Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, Upgrades or enhancements to such System, to the extent a Party has financial or operational responsibility for such System or System components under the applicable Supplement.

“Systems Software” means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that perform tasks basic to the functioning of the Equipment and are required to operate the Applications Software or otherwise support the provision of Services by Supplier,

“Tax Authority” means any federal, state, provincial, regional, territorial, local or other fiscal, revenue, customs or excise authority, body or official competent to impose, collect or assess tax.

“Technology and Business Process Evolution” means any improvement, upgrade, addition, modification, replacement, or enhancement to the standards, policies, practices, processes, procedures, methods, controls, scripts, product information, technologies, architectures, standards, Applications, Equipment, Software, Systems, tools, products, transport systems, interfaces and personnel skills associated with the performance of the in-scope business process products and services in line with the accepted practices of first tier providers of such products and services, as determined by Hilton. Supplier’s obligations with respect to Technology and Business Process Evolution apply not only to the Services performed by Supplier, but also to its support of the finance, accounting, customer service and related business processes and functions performed by or for Hilton and the other Eligible Recipients. Technology and Business Process Evolution includes: (i) higher capacity, further scaling and commercializing of business processes, more efficient and scalable business processes, new versions and types of applications and systems/network software, new business or IT processes, and new types of hardware and communications equipment that shall enable Supplier to perform the Services more efficiently and effectively as well as enable Hilton and the Eligible Recipients to meet and support their business requirements and strategies and (ii) any change to the Equipment, Software or methodologies used to provide the Services that is necessary to bring that function, Equipment or Software or those methodologies into line with the Hilton Standards and/or current industry standards.

“Technology and Business Process Plan” has the meaning given in Section 9.5(c).

“Term” has the meaning given in Section 3.1.

“Termination Charges” means the termination charges specified in the applicable Supplement.

“Third Party Contractor” has the meaning given in Section 4.5(a).

“Third Party Contracts” means all agreements between third parties and an Eligible Recipient or between third parties and Supplier (or Subcontractors or Affiliates of Supplier) that have been or shall be used in connection with the provision of the Services, including Equipment Leases and Software licenses.

“Third Party Materials” means intellectual property or other Materials that are owned by third parties and provided under license to Supplier (or Supplier Affiliates or Subcontractors) or an Eligible Recipient and that have been or shall be used, or are required to be used, in connection with the provision of, or receipt or use of, the Services. Third Party Materials include Materials owned by Subcontractors and used in the performance of the Services.

“Third Party Software” means all Software products (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that are provided under a Third Party Contract

(e.g., a license or lease) to Supplier (or Supplier Affiliates or Subcontractors) or an Eligible Recipient and that have been or shall be used or required to be used in connection with the provision of, or receipt or use of, the Services. Third Party Software shall include all such programs or programming in use as of the applicable Supplement Effective Date,

“Transition Milestone” means an activity to be performed or Deliverable to be provided as part of the Transition Services that is associated with a date set forth in the applicable Transition Plan.

“Transition Milestone Due Date” means the date associated with any Transition Milestone under the applicable Transition Plan.

“Transition Period” means the period that commences on the applicable Supplement Effective Date and expires at 12:00:01 a.m., Eastern Time, on the date specified for the completion of the Transition Services as specified in the Transition Plan, unless expressly extended in writing by Hilton.

“Transition Plan” has the meaning given in Section 4.2(a).

“Transition Services” has the meaning given in Section 4.2(a).

“Upgrade” and its derivatives means updates, renovations, enhancements, additions and/or new versions or releases of Software or Equipment by Supplier. Unless otherwise agreed, financial responsibility for the costs, fees and expenses associated with an Upgrade of Software or Equipment shall be allocated between the Parties in accordance with Section 6.5 or as set forth in the applicable Supplement.

“Work Order(s)” has the meaning given in Section 1.1(b).

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY, INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

EXHIBIT 2

HILTON REQUIREMENTS

EXHIBIT 2**HILTON REQUIREMENTS****1. Introduction**

- 1.1 **Agreement.** This **Exhibit 2** (this “**Exhibit**”) is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) (the “**MSA**”).
- 1.2 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Exhibit and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with **Section 21.13** of the MSA.
- 1.3 **References.** All references in this Exhibit to articles, sections and exhibits shall be to this Exhibit, unless another reference is provided.
- 1.4 **Definitions.** Terms used in this Exhibit with initial capitalized letters but not defined in this Exhibit shall have the respective meanings set forth in **Exhibit 1** to the MSA, or as otherwise set forth in the Agreement.
- 1.5 **Attachments.** This Exhibit includes each of the following Attachments, all of which are incorporated into this Exhibit by this reference.
 - **Attachment 2-A (Insurance Requirements)**
 - **Attachment 2-B (Hilton Policies)**

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY, INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

ATTACHMENT 2-A

INSURANCE REQUIREMENTS

Attachment 2-A**Insurance Requirements**

1. At Supplier's expense, Supplier will maintain insurance coverage of the following types continuously throughout the Term of this Agreement and for a minimum of three (3) years thereafter:
 - 1.1 Worker's Compensation insurance as is required by local laws and regulations, and Employers' Liability insurance with a limit not less than US\$1,000,000 each accident for bodily injury, US\$1,000,000 each employee for bodily injury by disease, and US\$1,000,000 policy limit for disease.
 - 1.2 General (Public) Liability insurance with a limit not less than US\$5,000,000 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, advertising injury and liability assumed under an insured contract. Hilton will be included as additional insured on this policy.
 - 1.3 If the Services require or involve the use of an auto on Hilton or Hilton Affiliate property, Supplier will carry Third Party Motor Vehicle insurance with a limit not less than US\$2,000,000 each accident covering owned, scheduled, leased, hired or other autos. Hilton will be included as additional insured on this policy.
 - 1.4 Professional Liability Insurance with a limit of not less than US\$5,000,000 each occurrence covering claims arising out of each and every one of the following: (i) negligent and willful errors or omissions during the performance of the Services, (ii) unintentional intellectual property infringement (including patent infringement), (iii) breaches of data security, identity theft and violations of data privacy, (iv) defamation, (v) misleading and deceptive conduct, and (vi) losses sustained due to the failure of Supplier's products or services to prevent abuse of money transfer systems. Coverage will include that for claims arising anywhere in the world.
 - 1.5 Cyber Liability Insurance Cover with a limit not less than US\$5,000,000 each occurrence covering liability arising from website media content and electronic activities, including but not limited to a data breach, data loss or destruction, computer fraud, funds transfer loss and cyber extortion.
2. The insurance required above may be satisfied by any combination of primary, umbrella and/or excess insurance policies.
3. Each of the foregoing insurance policies (except Workers' Compensation and Employer Liability) will cover Hilton and the other Hilton Group members, and each of their owners and their managing agents and affiliates, including their employees, officers and directors, as additional insureds and will by specific endorsement acknowledge the insuring of the contractual liabilities assumed by Supplier pursuant to Articles 16 (Insurance and Risk of Loss), 17 (Indemnities), and 18 (Liability) of the General Terms and Conditions.
4. Supplier's insurance will apply as primary to any other insurance or self-insurance available to Hilton. Supplier waives on behalf of itself and its insurers all rights of subrogation against Hilton and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by its insurance regardless of any deductibles. Insurance companies affording the coverage required above will have an A.M. Best rating of not less than A/VII. Failure to maintain the required insurance may result in termination of this Agreement at Hilton's option. By requiring insurance herein, Hilton does not represent that coverage and limits will be adequate to protect Supplier. The requirements contained herein will not be construed in any manner to relieve or limit Supplier's indemnification obligations for any loss or claim arising out of this Agreement.
5. Supplier will provide thirty days' (30) written notice to Hilton prior to cancellation or material change in Supplier's insurance coverage. If the coverage is canceled or not renewed and it is not replaced with another policy with a retroactive date that precedes the Effective Date, Supplier must provide extended reporting coverage on the former policy for a minimum of three (3) years after the later of the date of substantial completion of the Services in accordance with the terms of this Agreement or the expiration or termination of

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this Agreement. Supplier will require its Subcontractors to provide the same insurance coverage unless otherwise agreed by Hilton in writing.

6. Prior to the execution date of this Agreement or commencement of any activity contemplated under this contract, whichever is earlier, Supplier will furnish Hilton with certificate of insurance providing evidence of compliance with the above requirements. If appearing on the certificate of insurance, the phrases "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents or representatives" will be deleted from the certificate's cancellation provision. Supplier will further provide certified copies of all insurance policies required above within ten (10) days of Hilton's written request for said copies. Supplier will further provide certified copies of all insurance policies required above within ten (10) days of Hilton's written request for said copies.

7. SUPPLIER WILL DELIVER EVIDENCE OF ALL REQUIRED INSURANCE TO THE PRIMARY CONTACT AT HILTON OF SUPPLIER FOR THIS AGREEMENT, WITH A COPY SENT TO HILTON WORLDWIDE, INC., ATTN: RISK MANAGEMENT, PARK PLACE II, 7930 JONES BRANCH DR., MCLEAN, VA 22102, RISK.MANAGEMENT@HILTON.COM.

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MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY, INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

ATTACHMENT 2-B

HILTON POLICIES

Attachment 2-B**Hilton Policies****1. INTRODUCTION**

- 1.1. Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Attachment and elsewhere in the Agreement, and that in the event of a conflict, such conflict will be resolved in accordance with **Section 21.13** (**Order of Precedence**) of the Agreement.
- 1.2. References.** All references in this Attachment to articles, sections and Attachments will be to this Attachment, unless another reference is provided.
- 1.3. Definitions.** Terms used in this Attachment with initial capitalized letters not defined where used in this Attachment are defined in the Agreement.
- 1.4. Construction of Hilton Policies.** Notwithstanding anything in this Attachment to the contrary, (i) the Hilton Policies apply worldwide; and (ii) Supplier on its behalf and on behalf of its subcontractors will direct all notices, requests for authorization, and other communications associated with the Hilton Policies to Hilton as required under the Agreement.
- 1.5. Text of Hilton Policy.** For purposes of this Attachment, unless otherwise stated, the Hilton Policy identified in a Section heading in this Attachment is deemed to be comprised of the text in such Section of this Attachment.

2. SERVICE SUPPLIER DATA PROTECTION STANDARDS

If Supplier obtains or has access to Personal Information (as defined in the Standards specified below), it agrees to be bound by and comply with Hilton's *Service Supplier Data Protection Standards* set forth at <http://www.hiltondistribution.com/privacyanddataprotectionstandards.htm> (the "**Privacy Standards**"), as such Standards may be amended from time to time. Supplier agrees to review on a regular basis the foregoing URL, or another URL provided by Hilton to Supplier, for any changes. If the terms of this Agreement and the Standards conflict, the Standards shall control, unless a provision of this Agreement is more protective of Personal Information. If a provision of this Agreement is more protective of Personal Information then this Agreement will control.

If the Supplier will obtain or have access to Personal Information originating from the European Economic Area ("**EEA**"), UK, or Switzerland, the following applies:

- 2.1.** If Supplier will store Personal Information originating from the UK, Supplier agrees not to store or transfer such Personal Information outside the UK or EEA without the prior written consent of Hilton;
- 2.2.** If Supplier will store Personal Information originating from within the EEA or Switzerland, Supplier agrees not to store or transfer such Personal Information outside the EEA or Switzerland without the prior written consent of Hilton; and
- 2.3.** If Supplier will store such Personal Information outside of the EEA, UK, or Switzerland, Supplier will agree to the European Commission Standard Contractual Clauses ("**SCCs**") between Controllers and Processors. Such clauses shall be attached as an Appendix to this Agreement and shall be independently executed by the Parties.

Should a court with applicable jurisdiction invalidate the use of the SCCs as a mechanism by which to transfer Personal Information, the Parties agree to promptly implement contractual language and/or technical changes to ensure that transfers of Personal Information are lawful.

Should countries other than those in the EEA, UK, and Switzerland adopt cross-border data transfer clauses similar to the SCCs, Supplier agrees to execute such clauses when necessary.

3. **HILTON PROJECT METHODOLOGY**

Supplier will comply with the Hilton Project Methodology (“**HIP**”). The Hilton Project Methodology is described at a high level in **Attachment 2-B.1 - Hilton Project Methodology** to this Attachment. It is the responsibility of Supplier to ask for and obtain from Hilton copies of all additional HIP materials relevant to the Services.

4. **HWI-LG-001 - CODE OF CONDUCT**

4.1. **Culture of Integrity.** Supplier will endeavor to create a culture of compliance and ensure that Supplier Personnel understand that business results are never more important than acting legally and ethically. Supplier will create an environment where Supplier Personnel are comfortable speaking up and Supplier will be available to receive reports of potential violations of the Agreement or applicable Laws.

4.2. **Communicating About Hilton.** Only Hilton employees authorized by Hilton’s Chief Executive Officer to be spokespersons for Hilton may communicate information about Hilton or Hilton’s official position on topics including financial performance, business strategy, development plans, operations status, legal matters and public policy issues. Supplier will not comment on or substantively respond to inquiries or rumors regarding Hilton or any other member of the Hilton Group, including inquiries concerning or any requests for any material non-public information about Hilton. Supplier will not communicate with the media, market professionals or securities holders regarding any of the following: (i) Hilton, (ii) non-public information of or regarding Hilton or any other member of the Hilton Group and (iii) non-public information about the Agreement. If any Supplier Personnel receives any requests for financial or other information about Hilton or any other member of the Hilton Group from the media, the financial community, shareholders, regulators, government entities, the public or any other third party, such Supplier Person will inform the Person making such request that (a) neither Supplier nor such Supplier Person is authorized to communicate for or on behalf of Hilton or any other member of the Hilton Group and (ii) such Person should instead contact:

Hilton Domestic Operating Company Inc.
Corporate Communications
7930 Jones Branch Drive
McLean, VA 22102, United States

Phone: +1 703 883 5381
Email: hiltonpr@hilton.com

5. **CYBER SECURITY POLICY**

5.1. **Purpose and Scope.** The Information Security Policy is designed to protect and preserve the confidentiality, integrity, and availability of Hilton information assets in the possession of or under the control of Supplier and information systems used by Supplier to comply with Supplier’s respective contractual obligations to Hilton and the other members of the Hilton Group (collectively, “**Supplier Contractual Obligations**”). Supplier’s protection of Hilton information assets and its ability to continue meeting Supplier Contractual Obligations despite events that could adversely

impact those Supplier business functions, assets (including technology infrastructures) and operations necessary for meeting Supplier Contractual Obligations (such functions, assets and operations, “**Supplier Operations**”) is critical to the reputation, operation, and financial well-being of the Hilton Group. Supplier must implement and maintain controls, processes and procedures (collectively “**Controls**”) adequate to protect Hilton information assets and Supplier Operations against accidental or intentional unauthorized use, disclosure, transfer, modification, or destruction. These Controls must meet all applicable legislative, regulatory, and compliance requirements.

5.2. Cyber Security Program. Supplier will create and maintain a formal information security program (the “**Supplier Cyber Security Program**”). The Supplier Cyber Security Program must:

- (a) Provide for the confidentiality, integrity, and availability of the information assets of the members of the Hilton Group under the Supplier’s possession or under its control;
- (b) Protect against anticipated threats or hazards to such information assets;
- (c) Protect against unauthorized access to, or use of, such information assets;
- (d) Require that its contents be distributed to Supplier Personnel and that all Supplier Personnel performing Services be trained in the Program;
- (d) Be reviewed and updated as changes to business practices, technologies or risks occur, but not less frequently than annually; and
- (e) Monitor and enforce compliance with its requirements.

5.3. Business Continuity. Supplier will implement and maintain one or more business continuity plans (collectively, “**Supplier Business Continuity Plan**”). The Supplier Business Continuity Plan must:

- (a) Ensure that Supplier Operations are available as needed and required;
- (b) Define recovery timeframes and prioritize resumption of critical functions consistent with such Supplier Contractual Obligations; and
- (c) Be tested at least once annually and maintained by annual reviews, unless increased frequency is required to ensure that it is up-to-date and effective.

5.4. Disaster Recovery. Supplier will implement and maintain one or more disaster recovery plans (collectively, “**Supplier Disaster Recovery Plan**”). The Supplier Disaster Recovery Plan must:

- (a) Ensure the recovery or continuation of Supplier Operations following any natural or human-induced disaster; and
- (b) Be tested at least once annually and maintained by annual reviews, unless increased frequency is required to ensure that it is up-to-date and effective.

5.5. Risk Assessments. Supplier will perform risk assessments of the IT systems, processes and procedures it uses to perform services for or on behalf of any member of the Hilton Group with such assessments having as their primary goal identification and evaluation of actual and potential security threats and vulnerabilities to any of those systems, processes and/or procedures (“**Risk Assessments**”). Supplier will perform the Risk Assessments annually and, in addition after any security incident, unless Hilton requests that the Risk Assessments be performed more frequently.

5.6. Vulnerability Scanning and Vulnerability Management. Supplier will perform vulnerability scans not less frequently than annually, or on a more frequent basis if required by applicable Law

or any terms of the Agreement. Known vulnerabilities that meet any of the following criteria must be remediated with timeliness directly proportionate to the risk involved: (i) vulnerabilities that could lead to or permit unauthorized access to, or a compromise of the availability, integrity or confidentiality of any of, any Hilton information assets under the Supplier's possession or control, and (ii) vulnerabilities that could lead to or permit unauthorized access to or a compromise of the integrity or proper performance of critical Supplier Operations.

5.7. Prohibited Activities - General. Supplier Personnel will not engage in any activity that is unlawful under applicable Laws while utilizing resources owned, leased or licensed by any member of the Hilton Group. Each of the following activities are unacceptable and strictly prohibited:

- (a) Downloading, uploading or otherwise introducing any Malicious Code into any technical environment utilized by any member of the Hilton Group.
- (b) Using technology resources of any member of the Hilton Group to advertise or sell products, items, or services.
- (c) Breaching or disrupting network communications or performing unauthorized access which includes, without limitation the following:
 - (i) Knowingly accessing information for which the user is not an intended recipient;
 - (ii) Logging into a server or account that the user is not expressly authorized to access;
 - (iii) Generating excessive network traffic or causing any type of denial-of-service condition;
 - (iv) Performing network reconnaissance and analysis activities without authorization (e.g., network sniffing);
 - (v) Introducing malformed or malicious network traffic (e.g., ping floods, packet smooth, forging routing information); and
 - (vi) Transmitting or storing Hilton data to or in non-Hilton email accounts, non-Hilton devices, or non-Hilton storage facilities, (e.g., computers, smart phones, removable devices, other electronic devices, DropBox), except when explicitly authorized by the Hilton Group, or any terms of the Agreement.
- (d) Network monitoring, port scanning, or cyber security/vulnerability scanning, including the 'testing' of security tools on any resources of any member of the Hilton Group without authorization
- (e) Circumventing user authentication or the cyber security controls of any member of the Hilton Group;
- (f) Installing or circumventing software with the direct or indirect result of avoiding information security services and restrictions at any member of the Hilton Group;
- (g) Violating Intellectual Property Rights or any Laws establishing or protecting Intellectual Property Rights. This includes the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Supplier or by Hilton;

(h) Copying copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources; copyrighted music; and the installation of any copyrighted software for which Hilton or the appropriate Hilton Group Member does not have an active license; and

(i) Exporting software, technical information, encryption software, or technology in violation of international or regional export control Laws.

5.8. Prohibited Electronic Communication Activities. Supplier Personnel will not engage in any of the following activities when using any information technology resources owned leased, licensed or used by any member of the Hilton Group. Each of the following activities are unacceptable and strictly prohibited:

(a) Using Hilton Group member equipment and / or networks for activities not related to performance of the Services in accordance with the Agreement;

(b) Transmitting or accessing by email or other form of electronic communication any material that is harassing, intimidating, profane, obscene, sexually explicit, or likely to be personally offensive (e.g., sexual comments or images, racial or ethnic slurs, comments that may be offensive on the basis of an individual's age, religious or political belief, sex, disability, or any other status protected by Law) or any other such conduct that may violate Law and / or the Hilton Group member policies prohibiting harassment and / or protecting equal employment opportunity in the workplace;

(c) Transmitting, conveying, or accessing any materials in violation of any Hilton Policies or the Agreement;

(d) Engaging in excessive use of any Hilton Group member technical system or resources to engage in blogging or to participate in social media in a manner that would violate the Agreement or any Hilton Policies;

(e) Sending any unsolicited email messages or e-mail messages unrelated to the Services or the Agreement – including the sending of 'junk mail' or other advertising material to individuals who did not specifically request such material (e.g., email spam);

(f) Knowingly downloading or opening attachments from un-trusted resources or resources unknown to such Supplier Personnel that may contain Malware;

(g) Unauthorized use or forging of email header information;

(h) Solicitation of email from any other email address, other than that of the poster's account, with the intent to harass or to collect replies;

(i) Creating or forwarding chain letters or engaging or facilitating pyramid schemes of any type;

(j) Using unsolicited email originating from within Hilton Group member technology environments or other Internet, intranet, or extranet service Suppliers on behalf of, or to advertise, any service or product performed or provided by, Supplier or any Supplier Personnel; and

(k) Posting from a Hilton email address or resource to newsgroups under circumstances indicating that the post represents the opinions or position of Hilton, without a disclaimer that states the opinions expressed are strictly the user's own opinion and not necessarily those of Hilton.

5.9. Access Management. Access management establishes requirements to ensure that access to Supplier (i) systems processing, storing or transmitting Hilton information and otherwise used to

perform services and (ii) resources is business justified, approved, and tracked. Access management applies to all technology layers, including but not limited to: networks, platforms, data, applications, services, and tools.

(a) Approvals. All access must be approved, in writing or an equivalent electronic form, by an authorized approver prior to access being granted to a system or information

(b) Reviews. Access to systems and data must be reviewed at least once annually, unless increased frequency is required to meet Laws applicable to Hilton. The review process must:

- Be documented, approved, and performed only by those Supplier Personnel with adequate knowledge of the job responsibilities of users of the system and the access rights assigned to users;
- Account for applicable changes such as promotion, demotion, and termination of employment);
- Ensure the access list(s) reviewed are complete, accurate, and current; and
- Produce written evidence of review that is retained for a minimum of 18 months.

(c) User Accounts. User accounts must be unique and assigned to a specific individual. Generic or shared user accounts must not be created or used. User accounts granted system level access must not bypass the required logging and audit trails (e.g., requiring Unix root-level access to occur through use of the “su” command. User accounts granted system administration privileges must only be used for administration purposes. Accounts granted administrative-level access privileges must not be used for general use (e.g., reading email, Internet browsing). User accounts temporarily assigned to vendors for maintenance purposes must only be activated as needed and be disabled when not in use. System and service account passwords must be changed from vendor defaults. User accounts granted to contractors, consultants, and/or temporary employees must automatically expire after a period of time.

(d) Access Requests. Access must be requested using the principle of least privilege, whereby users are assigned only those permissions consistent with their job title, classification, or function. Provisioning approvals must be in a form that specifies the user’s required access privileges, not based on a “copy” of another user account with similar responsibilities, or implemented in accordance with a written and approved role based access control profile that associates required access with a user’s job function or title. Access approval documentation, where applicable, must be retained by User Account Administrators. Access rights must be provisioned only after all required approvals are completed. Assignment of access must correlate with approval records. Access assignments must support the limitations required by local laws, regulations, and any terms of the Agreement.

(e) Access Assignments. Permissions must be assigned using a Role Base Access Control (RBAC) model that implements the principle of least privilege, whereby users are assigned only those permissions consistent with their job title, classification, or function. Permissions are not to be granted functionality based on a “copy” of another user account with similar job responsibilities. RBAC records must be defined, documented, and maintained, including:

- Access roles (e.g., groups, profiles) and their associated system functionality;
- A RBAC “matrix” or similar model that associates roles with job titles, classifications, or functions; and
- Roles that introduce separation of duties issues when assigned to the same user.

(f) Access Modifications. Transferring to a different job function must trigger a review of current user access. If access needs to be modified, it must follow the same approval requirements as identified in this Section. Changes to user access and/or roles must follow the same approval requirements as user accounts identified in this Section. Assignment of access must correlate with approval records.

(g) Access Removals. Physical access and logical access to each system, application, or database for Supplier Personnel must be disabled immediately following reassignment or other removal from the project, suspension or termination of employment, sick leave, or disability. A written or self-documenting process must be implemented to de-provision access permissions from all technology layers

(g) Authentication and Passwords. Access control systems must require both a user account as well as at least one other method to authenticate the user (e.g., password, token). At a minimum, the Provide will follow the following standards:

(i) Authentication systems must be configured to enforce password quality and controls, where permitted by the system, as follows

- Passwords must be changed upon initial login by the user and subsequently changed every 90 calendar days.
- After six unsuccessful password attempts, the technology must disable the user account for at least 30 minutes or until an administrator unlocks the user's account.
- Passwords must never be stored electronically in plain text (e.g., in a computer file, on computing devices, on smart phones). Strong and current encryption or hash algorithms must be used (e.g., stored in non-reversible salted FIPS 180-4 compliant hash algorithm)
- Password fields must obfuscate the password as it is entered.
- Passwords must comply with the following rules and contain:
 - A minimum of seven characters;
 - Alpha-numeric characters;
 - A minimum of one special character (e.g., !, #, \$, %); and
 - Upper and lower-case letters.

(ii) Password issuance must ensure that:

- The initial password is unique and not used across different users;
- Passwords are always securely delivered to a user and kept secured;
- Prior to resetting a password, all processes or technologies must positively validate a person's identity. "Positive validation" does not include:
 - Relying on caller ID or the phone number displayed for an incoming call;
 - Voice recognition; and
 - Assertions of other persons that have not had their identity positively validated

(iii) All Supplier Personnel issued a password for a technology or data asset to perform services for or on behalf of any member of the Hilton Group must:

- Keep their passwords secure at all times;
- Never share their passwords with anyone;
- Not use easily guessed passwords, even if permitted by the technology, including not:
 - Repeat any of the four most recently used passwords;
 - Use standalone words from a dictionary, the movies, or geographical locations;

- Use month, day, year combinations (e.g., Jan07, 07Jan13, Jan2013);
- Contain season names (e.g., Spring2018!);
- Contain proper names (e.g., oneself, family, friends, colleagues, vendors, pets); or
- Contain brand names (e.g., Hilton, Hampton Homewood).

5.10. Backup and Restoration.

(a) Backups. Hilton data information must be backed up on a regular basis to ensure recovery point and time objectives are met. Backups must be stored in a secured location accessible only to authorized users. For data centers and computer rooms, an offsite copy of data must be kept to help ensure the recoverability of data in the event of a physical disaster at the primary location. Physical backup media (e.g., backup tapes) must be subject to management processes that include labeling (barcoding), location tracking, and periodic inventory. Physical backup media must be secured when in transit between Supplier or non-Supplier locations. Transmittal records must be retained when physical backup media is sent offsite or returned to site. A security review of the facility where physical backup media are stored must be performed at least annually. Laptops must have online backup software installed.

(b) Restoration. Restoration of protected information must be tested semi-annually to ensure the information is recoverable and complete in the event of an information loss.

(c) Business Continuity. Business process and data owners must define and are responsible for maintaining a risk-based business continuity plan. The business continuity plan must be maintained to ensure critical business functions are available as needed. The business continuity plan must define recovery timeframes and prioritize resumption of functions as prioritized by the business and consistent with the requirements of the Agreement. The business continuity plan must be tested at least once annually and maintained by annual reviews, unless increased frequency is required in order to meet legal, regulatory, or compliance standards applicable to Hilton (e.g., PCI DSS, Sarbanes- Oxley), to ensure that it is up-to-date and effective.

(d) Disaster Recovery. The disaster recovery plan must ensure the recovery or continuation of the technology infrastructure critical to Supplier following a natural or human-induced disaster. The disaster recovery plan must be tested at least once annually and maintained by annual reviews, unless increased frequency is required in order to meet legal, regulatory, or compliance standards applicable to Hilton to ensure that it is up-to-date and effective.

5.11. Compliance. Compliance establishes mechanisms to ensure the requirements of the Supplier's Information Security Program are met.

(a) Internal Audits. Internal audits must be performed on a periodic basis to assess compliance with security policies and standards. Internal audits must be performed on, but are not limited to, the following areas: Information Security, Access Management, Change Management, Configuration Management, Vulnerability Management, and Physical Security.

(b) Independent Third Party Assessments. Independent third parties, with the appropriate expertise, must assess information security compliance on a periodic basis.

(c) Cyber Risk Assessments. Cyber risk assessments that identify and evaluate threats and vulnerabilities must be performed prior to system implementation, annually and after a security incident, unless increased frequency is required to meet legal, regulatory, or compliance standards applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley). Information Security & Compliance is responsible for managing risk assessments.

(d) Vulnerability Scanning and Penetration Testing. Continuous security testing (vulnerability scanning and penetration tests) must be performed, as required by legal, regulatory, or compliance standards applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley).

- (e) Vulnerability Management. Known vulnerabilities must be remediated with timeliness directly proportionate to the risk involved as required by legal, regulatory, or compliance standards application to Hilton (e.g., PCI DSS, Sarbanes-Oxley).
- 5.12. Anti-Malware Protection.** Supplier is required to install and use up to date anti-Malware software that is appropriate in light of both (i) the scope of the services and other obligations Supplier is required to perform under the Agreement and (ii) the Malware – related risks that have been identified or should reasonably be anticipated.
- 5.13. Encryption.** Hilton data must be encrypted. Only algorithms whose effectiveness has been proved must be used as the basis for encryption technologies.
- 5.14. Network.** Network management establishes requirements to ensure the appropriate protection and continuous operation of the Supplier network infrastructure.
- (a) Firewalls and General Network Security. All Supplier private networks must be separated from any non-Supplier private or public networks by the use of a firewall device. All inbound Internet connections to Supplier networks must be separated by the use of a firewall. The default firewall rule must deny all traffic except for explicitly approved traffic. All firewall and router rule sets must be reviewed at least once every six months. All firewalls rules must restrict traffic based on business requirements and meet legal, regulatory, or compliance standards applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley).
- (b) Wireless. Wireless networks must require authentication for connectivity. Wireless network activity must be logged. Scanning must be conducted not less often than twice per calendar year to identify unauthorized wireless access points, unless more frequent scanning is required to meet legal, regulatory, or compliance requirements applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley). An inventory identifying and describing all wireless technologies in use and the security measures in place must be maintained. Perimeter firewalls must be installed between any wireless networks and Hilton cardholder data environment. These firewalls must be configured to deny or control (if such traffic is necessary for business purposes) any traffic from the wireless environment into the cardholder data environment.
- (c) Remote Access and Modem Security. Remote access over a public network such as the Internet or a wireless network must utilize encryption technology (e.g. virtual private network). Modem connections inside Supplier facilities must be formally documented and approved. Reviews must be conducted twice per calendar year to identify unauthorized remote access mechanisms, unless more frequent reviews are required to meet legal, regulatory, or compliance requirements applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley). Remote access used by vendors must be enabled only during the time period needed, monitored when in use, and immediately deactivated when access is no longer required. Remote access technologies must require an automatic session disconnect after a specific period of inactivity. Central VPN gateways (e.g., IPsec or SSL VPNs) must not permit more than one concurrent connection from a user.
- (d) Internet Proxy Servers and Web Content Filtering. Proxy servers must be installed and maintained by Supplier to filter and control egress Internet traffic. External web browsing and instant messaging must be performed through authorized proxy servers.
- (e) Services. Unnecessary services running on all applications and systems must be disabled/removed (e.g., telnet, ftp, rsh, finger). Services that do not encrypt traffic must not be used to transmit Hilton data over a public network such as the Internet. Services that transmit username and password in clear text must not be used (e.g., ftp, telnet, rsh, rcp).
- (f) Public Network Jacks. Network jacks in public areas must not permit access to internal Hilton networks.
- 5.15. Software and Application Management.** All software and applications developed internally by or on behalf of the Supplier must follow the Hilton Enterprise Methodology as well as laws, regulations, and compliance standards applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley). The

software and applications must have documented specifications, access control systems, and contingency plans. All source code written by or on behalf of Hilton must be in line with secure coding practices, as well as laws, regulations, and compliance standards applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley). The source code must not expose the application to malicious activity and must successfully pass a secure code review. Code changes must be reviewed by individuals, other than the original author, who are knowledgeable in secure coding practices. Code vulnerabilities must be remediated and approved by management prior to release. Internet facing web applications must successfully pass a web application security test. All production software deployment and software maintenance activities performed internally by or on behalf of Hilton must adhere to Hilton-approved change management procedures. Applications developed by or on behalf of Hilton to process protected information must provide access audit trails consistent with laws, regulations, and compliance standards applicable to Hilton (e.g., PCI DSS, Sarbanes-Oxley).

- 5.16. Teleworking Security.** Supplier Personnel will implement security measures must be implemented to protect all Hilton information accessed, stored, processed, or transmitted at, to, or from teleworking sites. Teleworking is defined as an approved worksite (e.g., home, telework center) other than the location from which someone would otherwise work. Teleworking conditions and restrictions must be defined by the Supplier. Where allowed by Law, the following cyber security requirements must be in place:

- (a) Physical security protections must be in place to ensure the safety of the building and its local environment;
- (b) Access protections must be in place to prevent unauthorized access to Hilton information or information assets (e.g., individuals other than Supplier Personnel);
- (c) Networks and network link protections must be in place to ensure secure remote access to and from Hilton internal systems;
- (d) Hilton data must not be stored on privately owned or personal equipment for any reason;
- (e) Policies, standards, processes, and contracts must be in place that address and prevent disputes, concerning rights to Hilton intellectual property developed on privately owned equipment;
- (f) Access to privately owned equipment that conducts Hilton business must be granted, so that Hilton can verify the cyber security protections in place or Hilton can collect forensic investigative information; and
- (g) Hilton software licensing agreements must be followed to ensure software is properly procured and installed.

6. HWI-HSM-001 - TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

- 6.1. Policy Statement.** The Travel and Business Expense Reimbursement Policy establishes the policies, procedures and guidelines for the minimum standards Supplier must follow when it incurs, reviews, or seeks reimbursement of business related expenses from Hilton. Supplier is expected to use good judgment in line with Hilton's core principles regarding all expenses incurred by Supplier while providing services or deliverables to Hilton. Hilton is under no obligations to reimburse Supplier for any expenses that do not meet the requirements for reimbursement established in or by this Policy.

Hilton will reimburse Supplier for actual costs authorized and incurred on Hilton's behalf as specified in the Agreement. Such expenses must be reasonable in the circumstances, necessary, and incidental to the performance of the company business involved. Extravagances and non-business related expenses will not be reimbursed. Supplier is expected to travel and conduct business

utilizing the safest and most economical means available. Supplier is responsible for ensuring the reasonableness, validity, completeness, business purpose, and propriety of expenditures.

- 6.2. Submission of Expenses.** All expenses incurred on behalf of Hilton should be processed via a traditional Excel based expense report or by an invoice and submitted to the relevant Business / Finance Owner for review / approval prior to delivery to Hilton Accounts Payable for payment. A clearly documented business purpose / justification must accompany all expense submissions. Original receipts must be submitted (scan and attach) with an expense report for all out-of-pocket business-related travel expenses. Any expense item, which is not fully explained and/or supported by the required receipts, is subject to rejection. In the event the expense report or invoice has items included that are not in compliance with this Travel and Business Expense Reimbursement Policy, Hilton will return the expense report to Supplier for further explanation and/or documentation. Receipt documentation for various expenses must include the following according to type of expenditure:
- Supplier Personnel name
 - Location
 - Date
 - Amount
 - Date of departure and return
 - Destination
 - Business purpose / travel agency invoice / itinerary
 - Original passenger ticket or boarding pass
 - Itemized hotel bill
 - Car rental receipt
 - Attendee detail information
- 6.3. Travel Arrangements.** Reservations must be booked as far in advance as possible in order to increase opportunity for obtaining reduced fares and accepting the lowest available fare at the time of booking. Bookings are mandated to be booked at a minimum of 7 days in advance; and whenever possible more than 14 days in advance in order to insure the lowest possible fare. For meetings of very short duration, including same day or one day trips, conference calls or videoconferences are preferred and strongly encouraged.
- 6.4. Air Travel.** All Supplier Personnel are to fly economy class and are to accept the lowest logical airfare. Any exceptions require Hilton's pre-approval. "Open" return tickets must not be purchased, as these typically are most expensive. Use of non-refundable tickets which charge a fee for changes must be used whenever possible. Changes to issued tickets are required to be avoided to the extent possible and only with good reason. Supplier Personnel will not designate the airline and the lowest available airfare is to be accepted at time of booking. Although Supplier Personnel retain frequent flyer awards received as a result of travel on company business, air travel selection must be made independent of mileage program membership. Any benefit (current or future) deemed as "in kind" to Supplier Personnel by local regulatory bodies is the sole responsibility of Supplier and the Supplier Personnel.
- 6.5. Compliance Monitoring.** Supplier will monitor and report on all aspects of Supplier Personnel travel on a monthly basis and identify and notify Hilton of any out of policy behavior. Supplier will be responsible for any Supplier Personnel found to be non-compliant and/or abusing this Travel and Business Expense Reimbursement Policy.
- 6.6. Use of Hilton-Brand Hotels.** Supplier must utilize Hilton – brand hotels when on Agreement-related travel unless a Hilton-branded hotel is not present in the applicable area.
- 6.7. Meals.** The actual cost of meals (breakfast, lunch, and dinner as applicable) away from home is reimbursable. Whenever possible, meals are required to be taken in Hilton – brand hotels. Meal charges or gratuities deemed to be excessive (outside the norm of the venue and region) will not be reimbursed.

- 6.8. Laundry/Valet.** Laundry, dry cleaning, and pressing (ironing) are reimbursable only when the business trip exceeds three nights.
- 6.9. Non-Reimbursable Expenses.** The following expenses are not reimbursable:
- Personal travel and entertainment
 - Airline Club membership fees
 - Airline trip insurance
 - Town / black car services are not reimbursable.
 - Barbershop, salon, spa charges, and shoeshine charges
 - Personal telephone charges (including mobile and air phones), except reasonable daily calls to residence
 - Personal postage charges
 - Theft, damage, or loss of personal luggage or effects
 - Clothing
 - Gifts (i.e., birthday / holiday gifts to vendors, clients, other Team Members, etc.)
 - Donations and political contributions
 - Traffic / parking violation fines
 - Excessive bar or liquor bills
 - Groceries (unless in lieu of a business meal or in accordance with the terms of a contracted live-in arrangement or an employment contract)
 - Personal medical expenses
 - Personal toiletries
 - Personal credit card fees
 - ATM Fees
 - Baby-sitting services
 - Repairs, maintenance, or insurance of personal automobile
 - Residential Internet service
 - Kennel fees
- 6.10. Personal Automobile Service.** Personal automobiles may be used for business purposes when appropriate. Reimbursement rates will be published as determined by governmental regulation as provided by Hilton to Supplier. Any citations or damage to Supplier Person's car while the car is being used for business purposes is the responsibility of the Supplier Person. Travel between a Supplier Person's home and usual place of business is not reimbursable. Reasonable parking and toll charges incurred during business travel are reimbursable. The following information must be submitted to substantiate personal automobile reimbursement:
- Date
 - Departure Location / Destination Location
 - Miles Incurred
 - Business Purpose
- 6.11. Rental Cars.** Rental cars can be used only when less expensive transportation is not available. The duration of a Supplier Person's stay in one location and the frequency of car trips required should dictate if a car rental is less expensive than alternative forms of transportation. All Supplier Personnel are to rent intermediate or smaller size cars. If three or more passengers will be travelling together in the same automobile, full size cars are permitted. The cost of automobile rentals for weekend or holiday travel will not be reimbursed unless the car is required for Hilton business during that time. Personal injury insurance is not reimbursable as Supplier Personnel are required to be covered under corporate benefit plans of Supplier and worker's compensation for personal injuries. Effort must be made to refill the car's fuel tank prior to returning the car to the rental agency, since agency fuel charges are higher than gas station rates.
- 6.12. Spouse/Partner Expenses.** Expenses for a spouse / partner accompanying a Supplier Person on business trips are not reimbursable.

- 6.13. Taxicabs and Other Ground Transportation.** The cost of taxicabs to and from places of business, hotels and airports is reimbursable. Bus or airport shuttle transportation to and from airports should be used whenever possible. All Supplier Personnel using rail transportation must travel by standard class or its equivalent. Acela train travel in the United States is permitted for all Supplier Personnel in the lowest class (business class) available.
- 6.14. Tips/Gratuities.** Gratuities are reimbursable only when business-related and reasonable. Reasonable is what is appropriate in the location and must be commensurate with the service received. Service charges included in the prices or added onto the bill must be taken into consideration. Tips on items of a personal nature are not reimbursable. Food and beverage gratuities incurred while traveling must be added to the restaurant check and must not be paid in cash.

7. FP-HR-002 - HARASSMENT AND VIOLENCE-FREE WORKPLACE POLICY

- 7.1. Policy Statement.** The Harassment and Violence-Free Workplace Policy is applicable to Supplier Personnel whenever in or on any Hilton Group member facilities or premises. Hilton does not tolerate any form of harassment or discrimination based on any characteristic protected by applicable Law. Any behavior, communication, or other conduct that creates an intimidating, offensive, abusive or hostile work environment is prohibited.
- 7.2. Prohibited Conduct – Harassment.** No Supplier Personnel will subject any other person to harassment. Harassment is a particular kind of discrimination and targets an individual or group based on a personal characteristic. It refers to behavior that demeans, humiliates or embarrasses a person and that a reasonable person ought to have known would be unwelcome. Harassment is a course of conduct that usually involves more than one incident over a period of time; however, a single severe incident may be considered harassment.
- 7.3. Prohibited Conduct – Violence.** No Supplier Personnel will subject any other person to workplace violence or allow or create conditions that support workplace violence. Acts of violence can take the form of inappropriate physical contact or a verbal threat and may occur as a single event or may involve a continuing series of incidents.

8. FP-HR-003 - NO SOLICITATION AND DISTRIBUTION POLICY

Supplier Personnel may not solicit for any purpose (including money, goods, services, memberships, or to join or contribute to or support any personal affiliation, business, commercial pursuits and interest groups) and may not distribute literature of any kind except as required by, or requested by Hilton, under the Agreement.

9. FP-HR-005 - DRUG AND ALCOHOL FREE WORKPLACE AND TESTING POLICY – US AND PUERTO RICO

The Drug and Alcohol Abuse Policy is applicable to Supplier Personnel whenever in or on any Hilton Group member facilities or premises as well as whenever performing the Services.

- 9.1. Drugs.** Supplier Personnel will not possess, use, buy, sell, dispense, distribute, manufacture, transfer, transport, or be under the influence of any drugs when doing so is or would be a violation of Law.
- 9.2. Alcohol.** Supplier Personnel will not consume or be under the influence of alcoholic beverages while performing the Services.
- 9.3. Fitness for Duty.** Supplier Personnel will perform the Services safely. Supplier Personnel have the responsibility to consult with their doctors or other licensed medical practitioners about the effect of prescribed medications on their ability to perform their specific job duties in a safe manner, and

to promptly disclose any work restrictions to Supplier. Supplier Personnel who are not fit for duty because of illness, fatigue, medications or any other reason must notify Supplier of their lack of fitness immediately.

10. HILTON SUSTAINABILITY POLICY

Throughout the Term, Supplier will use best efforts to provide information not deemed confidential by Supplier on Supplier's efforts to identify, monitor and minimize the environmental impacts of those of its operations that support or are related to Supplier's performance under the Agreement.

11. SUPPLEMENTAL KEY STROKE DATA POLICY

Supplier will, throughout the Term, conduct sweeps and scans of all Supplier systems used in providing the Services for any software or device that could allow a third party to collect and/or transmit keystroke data. Supplier will conduct such sweeps and scans at least as regularly as Hilton conducts such sweeps and scans, as required by Hilton from time to time.

Attachment 2-B.1 – Hilton Project Methodology

The Hilton Project Methodology (**HIP**) is the customized software development life cycle (**SDLC**) methodology required to be used for all IT projects performed by or for Hilton. HIP combines a flexible, delivery-focused approach with standard, streamlined deliverables to support teams in accomplishing project objectives. HIP emphasizes a collaborative scoping approach and incorporates a comprehensive governance process that maximizes engagement and visibility across the business and IT teams.

HIP offers project teams the flexibility to follow one of two frameworks – the Hilton Delivery Framework (**HDF**), which is a standard waterfall approach, or the Hilton Agile Framework. Included with this **Attachment 2-B.1** is a graphic depiction of each framework, as well as a high level list of core deliverables for HDF.

Responsibilities of the Provider in using HIP include the following:

- Ensure project planning and execution processes align to HIP
- Create, update and/or review deliverables required by HIP
- Lead and/or support project teams in preparing for checkpoint reviews
- Prepare and/or assist with weekly project status updates



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HILTON CONFIDENTIAL

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

EXHIBIT 3

SERVICE LEVEL METHODOLOGY

*HILTON CONFIDENTIAL***1. Introduction**

This is the “Service Level Methodology” Exhibit to that certain Master Services Agreement dated as of March 1, 2023, between Hilton and the Supplier. All capitalized terms used herein without definition shall have the meanings given to such terms in the “Definitions” Exhibit or elsewhere in the Agreement.

Hilton has adopted the ITIL framework and has established Service Level Management (as defined in ITIL) to maintain and improve IT service quality, through a constant cycle of agreeing, monitoring and reporting upon IT service achievements and the instigation of actions to eradicate poor service. Hilton has established service level agreements internally between its IT organization and its business units (the “Internal Hilton SLAs”).

The Agreement will be an underpinning contract for the delivery of IT services by Hilton IT organization to Hilton Group and its business units. The methodology and the Service Levels that are described in this Exhibit, its Attachments and in the “Service Levels” portion have been specifically designed to support the Internal Hilton SLAs and Hilton business.

2. Supplements

2.1 The following Supplements are incorporated into and form a part of this Exhibit 3:

- Supplement 1 (Measuring Tools and Methodologies Supplement) sets forth the measuring tools associated with Service Levels, Acceptance Criteria and Program Management.
- Supplement 2 (Service Levels Matrix Supplement) sets forth the quantitative measurements associated with the Services that can be provided under the Agreement.
- Supplement 3 (Severity Level Definitions Supplement) sets forth the definitions of the various Severity Levels associated with the Services that can be provided under the Agreement.
- Supplement 4 (Reports Supplement) sets for the reports required on Supplier.
- Supplement 5 (Definitions Supplement) provides definitions for certain terms used in Exhibit 3.

3. Commencement of Obligations

3.1 Starting on the Commencement Date of each Transaction Document, the Supplier shall perform the Services in such a manner that the Supplier’s Service Level Performance will, in each month of the Term, meet or exceed the Service Levels, Acceptance Criteria and comply with the program management Deliverables and other requirements set forth in the Agreement.

3.2 Service Level Credits shall apply with effect from the Commencement Date or as otherwise specified in the Transaction Document.

3.3 Without Credit risk, the Supplier will be responsible to commence providing measurement data in support of the Critical Service Levels in the first full calendar month after the Commencement Date. After which, the Supplier will be responsible for Service Level Credits for any failures to attain the Critical Service Levels.

4. Measuring Tools and Methodologies

4.1 The Supplier shall measure Service Level Performance starting on the Commencement Date and for the remainder of the Term using the measuring tools and methodologies set forth in Supplement 1 - “Measuring Tools and Methodologies” Supplement. Such tools shall permit reporting at a reasonable level of detail sufficient to verify compliance with the Service Levels and other requirements set forth in this Exhibit and the application of any attendant

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Service Level Credits. Service Level Performance will be measured and reported on a monthly basis unless otherwise specified.

4.2 If there are any Service Levels for which the measuring tools and methodologies have not been agreed upon by Hilton and the Supplier and included in the Agreement, and the Supplier fails to propose and implement a measuring tool for such Service Levels that accurately measures the Supplier's performance of the applicable Services prior to the date upon which the Supplier shall be responsible for Service Level Performance and Service Level Credits due for Service Level Defaults, such failure shall be deemed a Minimum Service Level Default until the Supplier implements a measuring tool that accurately measures the Supplier's performance of the applicable Services.

4.3 If, during the Term, there are any new Critical Service Levels for which the existing measuring tools and methodologies are incapable of measuring or are not appropriate, and the Supplier fails to propose and implement a measuring tool for such Critical Service Level that accurately measures the Supplier's performance of the applicable Services prior to the date upon which the Supplier shall be responsible for Service Level performance and Service Level Credits due for Service Level Default, the Service Level Performance for the Service Level shall be deemed to be zero point one percent (0.1%) less than the Minimum Service Level value for that Critical Service Level (and accordingly a Minimum Service Level Default), and such deemed Service Level Performance will be used in all Earnback calculations until the Supplier proposes and implements a measuring tool that accurately measures the Supplier's performance of the applicable Services. For the avoidance of doubt, measurement tool changes resulting from the need to meet continuous improvement or evolving technologies do not constitute a new Service Level or a New Service, and promotion and demotion of an existing Service Level between Critical Service Level does not constitute a new Service Level or a New Service.

4.4 Tools for measuring new Service Levels will be implemented according to the Change Control Process.

4.5 If, after the Effective Date or the implementation of tools for new Service Levels, the Supplier desires to use a different measuring tool for a Service Level, the Supplier shall provide written notice to Hilton, in which event the Parties will reasonably adjust the measurements as necessary to account for any increased or decreased sensitivity in the new measuring tools; provided that, if the Parties cannot agree on the required adjustment, the Supplier will continue to use the measuring tool that had been initially agreed by the Parties.

4.6 It is not anticipated that changes in the monitoring tools will result in changes in Service Levels; rather, the need to collect and accurately reflect the performance data should determine the need for the development or change in performance monitoring tools.

4.7 If the Supplier fails to properly measure or properly report Service Level Performance for a Critical Service Level so that it is not possible to confirm whether the Critical Service Level has been achieved, then, unless such failure to measure was previously excused in writing by Hilton, the Service Level Performance for the Service Level shall be deemed to be zero point one percent (0.1%) less than the Minimum Service Level value for that Critical Service Level

5. Reporting

5.1 At Hilton's direction Supplier will use Hilton's instance of Service Now ("Service Now") as the issue ticketing system related to the Services, to record Supplier's performance against the Service Levels and for such other purposes as are identified by Hilton to Supplier. Hilton will provide Supplier with the necessary access and directions to use Service Now for these purposes.

5.2 The Supplier shall provide to Hilton, as part of the Supplier's monthly performance reports, information necessary to verify the Supplier's performance and compliance with the Critical Service Levels until such time as all Critical Deliverables are received and approved by Hilton, the Supplier's performance and compliance with the Critical Deliverables. Without limiting the generality of the foregoing, the Supplier shall provide reports to Hilton equivalent in all material respects (e.g., covering the same metrics and data at the same level of detail) to the sample achievement reports set forth in the Service Levels Template in Supplement 2 – Service Levels Matrix. Supplier shall report its Service Level Performance without rounding such that Service Level Performance is reported with one more

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significant digit than the applicable Service Level Targets for each Service Level (e.g., 99.99% would be reported to the XX.XXX% level).

5.3 The Supplier shall provide detailed supporting information for each report to Hilton in machine-readable form suitable for use on a personal computer. The data and detailed supporting information shall be Hilton Data.

5.4 The Supplier shall prepare and maintain detailed records regarding its compliance with the Service Levels consistent with the provided Service Level Template and other requirements set forth in this Exhibit and the determination and application of attendant Service Level Credits and shall permit Hilton and its designees' access to all such records for the purposes of performing verifying audits, planning and identifying possible process improvements.

5.5 The Supplier shall provide Hilton with information and reasonable access to such tools and procedures, and the records relating thereto, for purposes of verifying the reported performance levels, including system management and similar records or information.

5.6 The Supplier shall provide to Hilton, as part of the Supplier's performance reporting, the capability to remotely monitor the Supplier's performance of critical services via an online portal. The monitoring will be conducted via portal access provided by the Suppliers until such time that the equivalent monitoring capability can be transitioned directly to Hilton's ServiceNow instance. Without limiting the generality of the foregoing, the Supplier shall provide views to Hilton equivalent in all material respects (e.g., covering the same metrics and data at the same level of detail) on the Supplier Portal Overview tab in Supplement 2 – Service Levels Matrix. Additional "example tabs" for the portals content are also provided for the Suppliers convenience. The Supplier shall permit Hilton and its designees' access to all such records for the purposes of routine monitoring, performing verifying audits, planning, and identifying possible process improvements.

6. Service Level Sales Suspension Event (SSE)

6.1 Hilton Domestic Operating Company (excluding any other Eligible Recipient that has executed a Participation Agreement with Supplier) will have the right to suspend Supplier's right to contract with any Eligible Recipient for the performance of Services and to terminate performance of any or all the Services for which Supplier has contracted with any Eligible Recipient. Supplier's achievement of either of the Event Thresholds below is a "Service Suspension Event" ("SSE").

Service Suspension Event (SSE)	Event Thresholds	Hilton Response
SSE Flagged Service Level Defaults	'>=' Any three (3) defaults within a rolling six (6) month period; or '>=' two (2) defaults of the same within any rolling three (3) months	SSE 1 - Notice to Cure Delivered SSE 2 - Suspension of Pre-Sales SSE 3 - Sales Suspension

Note: Hilton has the option to immediately 'Sales Suspend' as described above for egregious security violations or under-performance by the Supplier.

7. Service Level Credits.

Service Level Credits shall be calculated and applied on a per Transaction Document basis. In the event of a Service Level Default, the Supplier shall provide to Hilton Service Level Credits as described below:

7.1 , A Service Level Credit shall be payable if the Service Level Performance for a Critical Service Level in the current month fails to meet the applicable Minimum Service Level Target (a "Minimum Service Level Default").

7.2 The "Service Levels" portion shall set forth the information required to calculate the applicable Service Level Credit in the event of a Service Level Default. For each Service Level Default, the Supplier shall credit or pay to Hilton, a Service Level Credit that will be computed in accordance with the following formula:

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$$\text{Service Level Credit} = A \times B$$

Where:

A = Is the effected properties

B = The At-Risk Amount.

For example, one incident multiplied by the \$25 'at risk' amount:

B = \$25

= \$25 discount on the next month's services

7.3 The Supplier acknowledges and agrees that the Service Level Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies that Hilton has under the Agreement.

7.4 In addition to the Service Levels and Service Level Credits set forth in this Exhibit and in any Transaction Document, Supplier's failure to correct or remediate a material weakness or significant deficiency identified in a SOC 1, Type 2 report as required by Section 3.4.7 of the Master Agreement constitutes a "Service Default" entitling Hilton to a "Service Credit." The amount of such Service Credits is (i) two percent (2%) of the Fees due and payable under for all Transaction Documents during the fiscal year (the Measurement Period) for a material weakness Service Default ("Material Weakness Service Default") and (ii) two percent (2%) of the Fees due and payable for all Transaction Documents during the fiscal year (the Measurement Period) for a significant deficiency Service Default ("Significant Deficiency Service Default"). In no event shall the imposition of Service Credits for a Material Weakness Service Default and/or Significant Deficiency Service Default, combined with any other Service Level Credit(s) during such fiscal year exceed, in the aggregate, twelve percent (12%) of the Fees due and payable for all Transaction Documents during the fiscal year. For the avoidance of doubt, Service Credits for Material Weakness Service Defaults and Significant Deficiency Service Defaults shall not be subject to Earnback. Accordingly, such Service Credits shall be credited to Hilton in the second month following the month in which they are incurred.

8. Exceptions

8.1 If any events or periods that are measured in connection with a particular Service Level are not successfully achieved in accordance with the relevant performance standard specified with respect to such Service Level, and the Supplier demonstrates to Hilton that (i) such failure is directly caused by any of the following; (ii) the Supplier is without fault in causing such failure; and (iii) the Supplier used Commercially Reasonable Efforts to achieve the Service Level notwithstanding such failure, then such events or periods shall be disregarded for the purpose of calculating the Service Level Performance for such Service Level (and shall be excluded from both the numerator and the denominator for the purposes of calculating whether the Service Level has been achieved):

- (a) A failure that would be excused pursuant to the terms of Section 9.14 (Force Majeure) of the Agreement;
- (b) Infringements of Third-Party proprietary rights by Hilton or Hilton's Third Party Provider(s) (other than infringements subject to indemnification by the Supplier under the Agreement);
- (c) Willful misconduct or violations of law by Hilton or a Third Party Provider;
- (d) (1) Problems with existing Equipment or Software for which the Supplier does not have financial responsibility for refresh under the Agreement and that is no longer regularly supported by the manufacturer or licensor and/or (2) technology refresh delays requested by Hilton that cause the hardware to become greater than 2 years older than the refresh cycle defined in the financial responsibilities matrices ("FRM"). The Parties will mutually agree on the refresh cycle for any hardware not listed in the FRM. If Hilton requests, the Supplier shall refresh such Equipment or Software, at the expense of the Party with financial responsibility for refresh of such Equipment or Software under the Agreement, and upon such request for such refresh, this exception shall cease to apply;

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(e) Hilton directing the Supplier through the Change Control Process to reprioritize tasks previously agreed through the Change Control Process; provided, however, that the Supplier has previously notified Hilton in writing as part of such Change Control Process that the implementation of such request would result in such failure to meet the Service Level;

(f) Hilton's failure (i) to approve Supplier's implementation of patches for, or upgrades to, Hilton Software recommended by the Supplier where Supplier has, on a reasonable and good faith basis, informed Hilton Account Executive in advance in writing that the failure to apply the patch to or upgrade Hilton Software in and of itself and for reasons other than Supplier human resource or capacity constraints, is reasonably likely to cause or accrue towards the specific Service Level failure for which the Supplier is claiming relief pursuant to this Section; or (ii) to maintain the currency of Hilton Software as necessary for Hilton Software to remain eligible for third party maintenance;

(g) A Third Party Provider's failure to provide maintenance of Hilton Provided Hardware or Hilton Software in accordance with any applicable response or resolution times in the applicable Third Party Contract;

(h) Hilton's failure to provide reasonably complete, timely or accurate information (including information required from other Hilton Group members) to the extent such information is reasonably necessary for the Supplier to meet the Service Levels and provided such information is not required to be provided or maintained by the Supplier under the Agreement or otherwise is or should be reasonably available to or known by the Supplier;

(i) Any of the following Changes purposefully made by Hilton to the production Systems for which Supplier is responsible under the Agreement outside of the Change Control Process: (i) installation or removal of Equipment (including components of Equipment (e.g., blades, cards, etc.)) or Software or (ii) modifications to the configuration of servers, switches, routers, gateways or firewalls; or (iii) installation, removal or changes to the configuration of network circuits;

(j) A member of Hilton Group or an Authorized User's, or its or their third party provider's, inability or unwillingness to provide the Supplier with necessary physical or electronic access to any Equipment, Software, facility or any required and necessary approval or consent; or

8.2 For purposes of calculating Actual Uptime and Availability, the Scheduled Uptime and Downtime shall not include any period of Downtime that is the result of scheduled time required to perform system maintenance (for example, preventive maintenance, system upgrades, etc.), provided that such time has been mutually agreed between the Parties and is scheduled to minimize the impact to Hilton business. The Supplier shall maintain Availability during such periods to the extent reasonably practicable.

Claims for exceptions must be made within sixty (60) days of the end of the month in which the Service Level Default occurs or are deemed waived.

The Supplier shall have Earnback opportunities with respect to Program Management Credits as follows:

8.3 Within thirty (30) Business Days after the end of each contract Year, the Supplier shall provide a report to Hilton that confirms the following:

- (a) Three (3) of the four (4) quarters did not contain any Program Management penalties;
- (b) Three (3) of the four (4) quarters did not contain any Service Suspension Events (SSE); and
- (c) No SSE related remediations are being carried over into the next contract year.

9. Changes to Service Levels

9.1 Additions, Deletions, and Modifications of Service Levels

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(a) Subject to the remainder of this Section 9.1 and Section 9.2, Hilton may, by sending written notice to the Supplier at least ninety (90) calendar days prior to the effective date of the change, make any of the following changes to the Service Levels, and the Supplier shall implement such changes:

- (i) Additions to or deletions of Performance Categories.
- (ii) Additions, modifications or deletions of Critical Service Level allocations between and among Performance Categories;
- (iii) Additions or deletions of Service Levels;
- (iv) Changing Service Levels from Critical Service Levels to Key Measurements or from Key Measurements to Critical Service Levels; and/or
- (v) Modifying the Service Level Credit Allocation Percentages for any Critical Service Levels.

(b) The addition or substitution of new Performance Categories, Critical Service Levels and Key Measurements by Hilton in accordance with Section 9.1(a) above may occur in order to achieve a fair, accurate and consistent measurement of the Supplier's performance of the Services. For example, such additions or substitutions may be required by Hilton in conjunction with changes in Hilton Business or changes to the environment or the introduction of new Equipment or Software or change to the means of Service delivery; provided, however, that where such Equipment or Software or such means of Service delivery is a replacement or upgrade of existing technology, there shall be a presumption of equivalent or improved performance.

(c) All Service Levels added pursuant to Section 9.1(a)(iii) shall: (i) be quantifiable, measurable and objective; and (ii) have an Minimum Service Level Target.

(d) Hilton may send only one notice per calendar quarter pursuant to this Section 9.2 (which notice may contain multiple changes).

9.2 Performance Standards for Service Levels Subject to Baselineing

Service Levels added by Hilton in accordance with Section 9.1 and Service Levels set forth in the Transaction Documents as of the TD Effective Date that do not have Minimum Service Level Targets shall be subject to baselineing in accordance with the following process:

(a) The Parties shall first attempt in good faith to agree on a Minimum Service Level Target using industry standard measures or third-party advisory services (e.g., Gartner Group or Yankee Group). Should the Parties not agree, such targets shall be computed in accordance with the remainder of this Section 9.2.

(b) Where at least nine (9) consecutive months (the "Nine Month Measurement Period") of Supplier-provided service measurements exist for a particular Service, the Parties agree that:

(i) The Minimum Service Level Target shall be defined as the mean of such service measurements for the Nine-Month Measurement Period;

(ii) The Minimum Service Level Target shall be defined as the lowest service measurement achieved during the Nine-Month Measurement Period; and

(iii) If any of the nine (9) service measurements are more than two (2) standard deviations below the mean of the nine (9) service measurements, the Parties will meet and discuss whether such measurement(s) should be excluded from the calculations in this Section 9.2(b) due to extenuating circumstances (e.g., extended downtime for maintenance or upgrades), if agreed, the measurement(s) shall be excluded from, and the remaining measurements shall be used for the purposes of, such calculations; or

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(c) Where measurement data of less than nine (9) months exist for a particular Service, the Parties shall do the following:

(i) The Supplier shall either continue measuring until at least nine (9) months of measurement data is available, including the use of available Hilton measurement data from periods prior to the applicable TD Commencement Date or, in the case where no measurement data is available, begin measuring within ninety (90) days after the Supplier's receipt of Hilton's written request under this Section 9 in accordance with the Change Control Process.

(ii) After nine (9) or more actual service level attainments have been measured (or should have been measured under Section 9.2(c)(i) above and, if not so measured, constructed as described in Section 9.2(c)(iii) below), Hilton may at any time in writing request that Section 9.2(b) above be used to establish the Minimum Service Level Target shall become effective as provided above on the first day of the first month following the last day of the notice period, unless a later date is specified by Hilton.

(iii) If the Supplier is responsible for measuring actual service level attainments for nine (9) consecutive months and fails to provide one (1) or more measurements during the Nine-Month Measurement Period such that nine (9) consecutive measurements are not available, the missing measurement(s) shall be constructed as follows:

a. If one (1) measurement is missing, the missing measurement shall be constructed by using the highest of the eight (8) actual measurements; or

b. If two (2) or more measurements are missing, the first missing measurement shall be constructed by using the highest of the actual measurements and adding to that measurement twenty percent (20%) of the difference between that measurement and one hundred percent (100%), and each of the remaining missing measurements shall be constructed by using the highest of the actual measurements and adding to that measurement thirty-five percent (35%) of the difference between that measurement and one hundred percent (100%).

For example, if there were seven (7) measurements for a particular Service, and the highest of the seven (7) measurements were 95%, then the measurements for the missing two (2) months would be deemed to be 96.00% (representing 95.00% plus (20% of 5%)) and 96.75% (representing 95.00% plus (35% of 5%)), respectively.

c. If the Supplier has failed to take any measurements, such failure shall be deemed a Minimum Service Level Default for such Service Level until the Supplier has taken measurements sufficient to permit the establishment of the Expected Service Level and Minimum Service Level Targets in accordance with Section 9.2(b).

(iv) If the Supplier has provided twenty-four (24) monthly measurements in accordance with Section 9.3(c) above, and Hilton has not used Section 9.2(b) to establish Minimum Service Level Target and Minimum Service Level Target commitments, then the continued provision of measurements shall be subject to the Parties' agreement in accordance with the Change Control Process.

(d) Certain calculations specified in this Exhibit assume that perfect performance of each Service Level is 100 percent (100%). If zero percent (0%) represents perfect performance for a Service Level, then such calculations shall be modified as appropriate for that Service Level and references herein to higher values shall mean lower values (e.g., zero percent (0%) shall be higher than one percent (1%)).

10. Acceptance Criteria Deliverables

10.1 Deliverables

The Supplier covenants that each Deliverable shall meet the applicable Acceptance Criteria as delivered and perform in accordance with the Specifications and other Documentation for such Deliverable during the Warranty Period and shall remain free of any Defect during the Warranty Period. The "Warranty Period" shall commence upon Acceptance of the applicable Deliverables and extend for (i) three (3) months after Acceptance unless otherwise set forth in the applicable Transaction Document.

*HILTON CONFIDENTIAL***10.2 Adequacy of Documentation**

The Supplier covenants that the Documentation that is delivered to Hilton will be sufficient to:

- (a) Enable a reasonably knowledgeable information technology professional to understand, maintain, support, modify and enhance the applicable Deliverable (and its End User Documentation); and
- (b) In the case of End User Documentation, allow a typical end user to understand the functions, features and scalability of such Deliverable (including Software and/or system) and the procedures for exercising such functions, features and scalability.

11. ACCEPTANCE OF SERVICES AND DELIVERABLES

The Supplier shall perform and document the readiness testing associated with each Acceptance Criteria prior to presenting each Deliverable to Hilton for Acceptance.

11.1 “Acceptance Criteria” means the criteria used to determine whether a Deliverable is ready for Acceptance. The Acceptance Criteria shall include the requirement that the applicable Deliverable: (i) has been completed and delivered / achieved in accordance with the requirements under the Agreement; (ii) meets or exceeds the Specifications (and other Documentation).

11.2 Acceptance Verification

- (a) Each Deliverable will be subject to acceptance verification by Hilton. Hilton will have up to a thirty (30) calendar day period, unless otherwise specified, from the date a Deliverable is delivered to Hilton in which to perform acceptance verification as Hilton in its sole discretion deems appropriate to determine whether the Deliverable conforms to its Acceptance Criteria.

11.3 Acceptance

- (a) Upon completion of a Deliverable or performance of a Deliverable, the Supplier shall submit a ‘Notice of Acceptance’ to the Hotel Implementation Coordinator. The Deliverable shall be deemed to be Accepted only upon the receipt of acceptance conformation by the Supplier from the Hotel Implementation Coordinator or Hilton’s Guest Facing Technology Operations team.
- (b) Hilton has five (5) business days to either accept or reject a Notice of Acceptance. The response will be provided in writing with sufficient detail to address any open implementation concerns.
- (c) In the event Hilton does not respond to a Notice of Acceptance, the Notice of Acceptance is deemed Accepted ten (10) business days after submission.

12. Program Management Credits

12.1 Certain of the Supplier’s obligations are periodic obligations to deliver program management Deliverables. Program Management Deliverables are core components of the Services without which Hilton may not properly receive the benefit of the Agreement. The “Service Levels” shall set forth the Program Management Deliverable Credits that shall be payable by the Supplier to Hilton in the event the Supplier fails to deliver any of the Program Management Deliverable. Credits can be associated with Program Management Deliverables that are recurring events and may compound across multiple Program Management Deliverables. Accordingly:

- (a) The Supplier acknowledges and agrees that Deliverable Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies Hilton has under the Agreement;

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(b) The Acceptance Criteria and program management measures are Service Levels but are not Critical Service Levels.

12.2 The Supplier further recognizes that there may be occasions during each Term when additional Program Management Credits may be required to support new or different Services. In these instances, the Parties agree to allocate Deliverable Credits to those Program Management Deliverables.

12.3 For Acceptance Criteria. Hilton has the right to withhold the balance of any outstanding implementation fees pending satisfactory completion and acceptance of the Acceptance Criteria.

12.4 For Service Level Credits, the total amount of Credits that the Supplier will be obligated to pay to Hilton shall be reflected on the invoice in the month immediately following the month during which the Credits occurred (e.g., the amount of the Credit payable for failure to deliver.

12.5 For Program Management Credits. Hilton will reduce the annual Program Management fee by the total amount of the aggregated Program Fees recorded throughout the contract year. Program Management fees are subject to the Earnback provision as described in x.x.

13. Post Mortem (Root Cause) Analysis

13.1 Using the provided '5 Why' methodology, the Supplier shall perform a Post Mortem for all Severity 1 Availability defaults, any other Severity 1 Incidents as well as every Sales suspension Event (SSE). The Supplier shall correct any and all failures causing and/or contributing to the occurrence of a Service Level Default and/or Service outage and thereafter satisfy the applicable requirements set forth in the Agreement.

13.2 Hilton reserves the right to request Supplier to produce a Post Mortem for any Incident that had, or is reasonably likely to have in the future, a material, adverse impact on any portion of Hilton business.

14. Cooperation

The achievement of the Service Levels by the Supplier may require the coordinated, collaborative effort of the Supplier with Third Party Providers. The Supplier shall provide a single point of contact for each Transaction Document for the prompt resolution of all Service Level Defaults and all failures to provide high quality Services to Hilton under such Transaction Document, regardless of whether the reason for such Service Level Defaults, or failure to provide high quality Services to Hilton, was caused by the Supplier.

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SUPPLEMENT 1 TO EXHIBIT 3
MEASURING TOOLS AND METHODOLOGIES SUPPLEMENT
for
SERVICE LEVELS,
ACCEPTANCE CRITERIA
and
PROGRAM MANAGEMENT
to
MASTER SERVICES AGREEMENT
by and between
HILTON DOMESTIC OPERATING COMPANY INC.
and
PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

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*HILTON CONFIDENTIAL***1.0 INTRODUCTION**

This Measuring Tools and Methodologies Supplement to Exhibit 3 - Service Levels Methodology is entered into by Hilton and the Supplier pursuant to the Master Services Agreement, dated as of TBD, between Hilton and the Supplier. All capitalized terms used herein without definition shall have the meanings given to such terms in the “Definitions” Exhibit or elsewhere in the Agreement.

Unless Otherwise Noted:

- Services Level data is captured 365 x 7 x 24
- Shall be reported monthly and maintained for a minimum twelve trailing measurement periods
- Reports as defined in the Reports Schedule are due on the 5th business day of the succeeding measurement period unless otherwise specified in the Report Schedule.
- The reporting period is 12:00AM on the 1st of each month to 11:59PM of the last calendar day of the month for the records indicated ‘Complete’ in that period
- The incidents performance will be reported within the month the incident was closed
- SLA data will be formatted and reported as defined in the SLA Reporting template
- The Reporting Tool is Hilton’s ServiceNow instance or as otherwise agreed by the Parties.

2.0 CRITICAL SERVICE LEVELS – INTRODUCTION

This Section sets forth qualitative descriptions of the Critical Service Levels. The numerical Minimum Service Level Targets and commencement of obligations associated with such Critical Service Levels are set forth in Service Level Matrix Supplement.

The Parties agree that the Service Levels that measure resolution time, acknowledgement time, or follow-up time each measure different performance aspects. Therefore, the Supplier shall record its performance for all the Incident resolution, acknowledgment and follow-up Service Levels.

*HILTON CONFIDENTIAL***2.1 Critical Service Levels****2.1.1 Adherence to Hilton Standard FTG Channel Line Up**

SERVICE LEVEL NAME	
<i>Adherence to Hilton Standard FTG Channel Line Up</i>	
METRIC DESCRIPTION	This Service Level measures the Provider's adherence to Hilton's standard FTG channel lineup and ensures that all installed Hotels receive Hilton's standard FTG channel line-up and any changes are Hotel-initiated.
METRIC INCLUSIONS	<p>the FTG channel lineup offered by the Provider will mirror Hilton Standard channel lineup at 100% of installed properties (unless specifically requested in writing by the Hotel). Provider may not install any channels specifically disallowed by Hilton, even if requested in writing or otherwise by a Participating Entity or Hotel.</p> <p>Provider will be responsible for maintaining a database of and providing a report showing the channel lineup for all installed Hotels monthly.</p>
ALGORITHM	The Provider will verify the FTG channel line-ups for each property within each measurement period and report any deviations.

2.1.2 Authentication System Availability (Non-Eleven OS)

SERVICE LEVEL NAME	
<i>Authentication System Availability (Non-Eleven OS)</i>	
METRIC DESCRIPTION	In the event of a Authentication interruption, the Provider has a work-around that ensures the network Wi-Fi access remains open and available to the customer
METRIC INCLUSIONS	Transition to an alternative configuration that allows ongoing Wi-Fi access without interruption to Hiltons service. Once recovered, return Hilton Authentication to normal without service interruption to Hiltons
ALGORITHM	<p>Pass / Fail – Transition From: Within one hour of identification</p> <p>Pass / Fail – Transition To: Return to the normal Authentication within one hour of the incidents resolution.</p>

*HILTON CONFIDENTIAL***2.1.3 Calls Answered within 30 Seconds**

SERVICE LEVEL NAME	
<i>Calls Answered within 30 Seconds</i>	
METRIC DESCRIPTION	Calls answered within 30 seconds is defined as the percentage of all calls connected and offered to the Help Desk agent queue within 15 seconds and that are answered by a person within 30 seconds.
METRIC INCLUSIONS	<p>All installed Hotel related support calls to the Help Desk will connect via an automated system within 15 seconds and will be answered by a person within 30 seconds.</p> <p>1. Agent Call Queue: The holding queue where inbound calls are placed after any interactive voice response system (“IVR”) selections. Calls must be placed directly into the agent call queue after IVR navigation.</p> <p>2. Speed to Answer: The average time required for a Help Desk agent or analyst to respond to an incoming contact after it has passed through the relevant automated response tool (such as an IVR for voice). Time would include any redirects caused by "No Answer" set on phones.</p>
ALGORITHM	Service Level Performance Calculation: Divide the total number of support calls answered in 30 seconds during the period by the total number of supports calls received during the period. Multiply the result by 100 to receive the Percentage of Calls Answered in 30 Seconds.

2.1.4 All Guest Calls Resolved in a 10 Minute Average - Call duration in Call Stats

SERVICE LEVEL NAME	
<i>All Guest Calls Resolved in a 10 Minute Average - Call Duration in Call Stats</i>	
METRIC DESCRIPTION	The average call handling time for all calls to the Help Desk will be less than or equal to 10 minutes in the aggregate.
METRIC INCLUSIONS	<p>A measure of the time each call is active with an agent, beginning with when the agent picks up the call and ending with when the agent closes the call due to resolution and/or guest hang up. Call handling time does not include the time during which a guest is routing through the IVR or holding in the Agent Queue. Calls that are abandoned prior to reaching an agent are not included in the calculation of this metric.</p> <p>Agent Queue: A holding area for calls awaiting answer from a support agent.</p> <p>IVR: Integrated Voice Response is a computerized menu of options that guide a caller into a specific agent group for call handling.</p>
ALGORITHM	Sum the total number of minutes Help Desk calls were active during the period and divide by the total number of active calls during the period. The result will be the average handling time and it must be expressed in minutes/seconds format.

*HILTON CONFIDENTIAL***2.1.5 Hotel Staff Calls / Issues Classified & Solution Path Identified in 20 Minutes**

SERVICE LEVEL NAME	
<i>Hotel Staff Calls / Issues Classified & Solution Path Identified in 20 Minutes</i>	
METRIC DESCRIPTION	The average call handling time for all calls to the Help Desk will be less than or equal to 10 minutes in the aggregate.
METRIC INCLUSIONS	<p>Required Service Level: 85% of all calls to the Provider's Help Desk related to installed Hotels will be classified accordingly to Severity Levels and the reporting Hotel will receive a clear resolution path from Provider's designated personnel of technical competence within 20 minutes of Hotel's personnel providing answers to the following questions, as applicable:</p> <ol style="list-style-type: none"> 1. How many rooms and what channels are affected? 2. Are the channels completely out or are they intermittent? 3. Is there a message on the screen, and if so, what is it? 4. If more than one room – are the rooms on multiple floors or isolated to a particular floor? 5. If all rooms: <ol style="list-style-type: none"> a. Is there power to the equipment racks? b. If yes, perform a visual check of the antenna <ol style="list-style-type: none"> i. Is it intact? ii. Is it covered with snow and/or ice?
ALGORITHM	Sum the total number of minutes Help Desk calls were active during the period and divide by the total number of active calls during the period. The result will be the average handling time and it must be expressed in minutes/seconds format.

*HILTON CONFIDENTIAL***2.1.6 Call Abandon Rate**

SERVICE LEVEL NAME	
<i>Call Abandon Rate</i>	
METRIC DESCRIPTION	Measures the number of total dropped (not answered) inbound IVR calls within the measurement period.
METRIC INCLUSIONS	All inbound calls within the measurement period.
ALGORITHM	The numbers of support calls answered minus the total number of calls divided by the total calls. The result will be the percent of Abandoned Calls and it must be expressed as a percentage.

2.1.7 Eleven OS Support - Management of the emergency Fail Over and Fall Back

SERVICE LEVEL NAME	
<i>Eleven OS Support - Management of the emergency Fail Over and Fall Back during an 'Eleven' outage</i>	
METRIC DESCRIPTION	In the event of a Authentication interruption, the Provider has a work-around that ensures the network Wi-Fi access remains open and available to the customer
METRIC INCLUSIONS	Transition to an alternative configuration that allows ongoing Wi-Fi access without interruption to Hiltons service. Once recovered, return Hilton Authentication to normal without service interruption to Hiltons
ALGORITHM	Pass / Fail – Transition From: Within one hour of identification Pass / Fail – Transition To: Return to the normal Authentication within one hour of the incidents resolution.

2.1.8 Platform / System Availability - FTG

SERVICE LEVEL NAME	
<i>Platform / System Availability - FTG</i>	
METRIC DESCRIPTION	Provider's Service Level Performance meets or exceeds the Required Service Level for the Platform/System Availability
METRIC INCLUSIONS	All Hotels under Participation Agreements with Provider for FTG Services.
ALGORITHM	Divide the total number of hotels for which the Provider met or exceeded the Required Service Level for Platform/System Availability – FTG by the total number of hotels under Participation Agreements with Provider for FTG Services. Multiply this result by 100 to receive the System Availability percentage for the period.

*HILTON CONFIDENTIAL***2.1.9 Signal Strength**

SERVICE LEVEL NAME	
<i>Signal Strength</i>	
METRIC DESCRIPTION	Periodic (hourly) confirmation that an accepted signal strength is being provided to the properties
METRIC INCLUSIONS	<p>For Hotels with COM3000 systems, greater than or equal to +32dBmV measured at the QAM output card or;</p> <p>For Hotels with SMARTBOX systems, greater than or equal to -55 dBm measured at the blades:</p> <ol style="list-style-type: none"> 1. Definition: This Service Level measures the percentage of time the Provider is above the required dBm signal strength level at a Hotel during the Measurement Period. 2. Data Collection: Provider will poll the Provider system signal strength via the satellite / cable receiver every 1 hour for a signal strength reading. 3. Measurement Unit: The unit of measurement is a percentage of signal strength polls during the period that met or exceeded the dBm signal strength requirement.
ALGORITHM	Service Level Performance Calculation: Per hotel, divide the total number of signal strength polling intervals above the applicable signal strength levels during the Measurement Period by the total number of polling intervals during the Measurement Period. Multiply this result by 100 to receive the System Availability percentage for the period.

2.1.10 Severity 1 Issues Resolved Within 12 Hours

SERVICE LEVEL NAME	
<i>Severity 1 Issues Resolved Within 12 Hours</i>	
METRIC DESCRIPTION	This Service Level measures the amount of time required to identify, initiate actions, and resolve any Incidents and / or Problem identified as a Severity 1 issues.
METRIC INCLUSIONS	All severity 1 incidents within the measurement period.
ALGORITHM	The duration of every Severity 1 incident will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

*HILTON CONFIDENTIAL***2.1.11 Severity 1 Issues Response Within 30 Minutes of Receipt**

SERVICE LEVEL NAME	
<i>Severity 1 Issues Response Within 30 Minutes of Receipt</i>	
METRIC DESCRIPTION	<p>This Service Level measures the amount of time required to respond to any Incidents and / or Problem identified as a Severity 1 issues.</p> <p>Receipt = Any communication method or channel including automated monitoring, property notification and / or Hilton resource.</p>
METRIC INCLUSIONS	All severity 1 incidents within the measurement period.
ALGORITHM	The duration of every Severity 1 incident will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

2.1.12 Severity 1 Tickets - Maximum Per-Hotel Ticket Threshold

SERVICE LEVEL NAME	
<i>Severity 1 Tickets - Maximum Per-Hotel Ticket Threshold</i>	
METRIC DESCRIPTION	No single Hotel will incur more than one Severity 1 ticket during a single month.
METRIC INCLUSIONS	All severity 1 incidents within the measurement period.
ALGORITHM	For each Hotel, sum the number of Severity 1 tickets generated during the measurement period. The expected value for each Hotel is 1 or fewer Severity 1 tickets.

2.1.13 Severity 1 Tickets – Follow-Up Every 3 Hours

SERVICE LEVEL NAME	
<i>Severity 1 Tickets – Follow-Up Every 3 Hours</i>	
METRIC DESCRIPTION	A measure of meaningful incident updates received from the commencement of the incident until resolution. A meaningful update would include a current status of the incidents management progressions with a time stamp on the update.
METRIC INCLUSIONS	All Severity 1 Tickets
ALGORITHM	The time span between each update shall be <= three (3) hours

*HILTON CONFIDENTIAL***2.1.14 Severity 2 Issues Resolved Within 24 Hours**

SERVICE LEVEL NAME	
<i>Severity 2 Issues Resolved Within 24 Hours</i>	
METRIC DESCRIPTION	This Service Level measures the amount of time required to identify, initiate actions, and resolve any Incidents and / or Problem identified as a Severity 2 issues.
METRIC INCLUSIONS	All severity 2 incidents within the measurement period.
ALGORITHM	The duration of every Severity 2 incident will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

2.1.15 Severity 2 Issues Response within 30 Minutes of Notification

SERVICE LEVEL NAME	
<i>Severity 2 Issues Response within 30 Minutes of Notification</i>	
METRIC DESCRIPTION	This Service Level measures the amount of time required to respond to any Incidents and / or Problem identified as a Severity 2 issues.
METRIC INCLUSIONS	All severity 2 incidents within the measurement period.
ALGORITHM	The duration of every Severity 2 incident will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

2.1.16 Severity 2 Tickets - Maximum Per-Hotel Ticket Threshold

SERVICE LEVEL NAME	
<i>Severity 2 Tickets - Maximum Per-Hotel Ticket Threshold</i>	
METRIC DESCRIPTION	No single Hotel will incur more than one Severity 2 ticket during a single month.
METRIC INCLUSIONS	All severity 2 incidents within the measurement period.
ALGORITHM	For each Hotel, sum the number of Severity 2 tickets generated during the measurement period. The expected value for each Hotel is 1 or fewer Severity 2 tickets.

*HILTON CONFIDENTIAL***2.1.17 Severity 2 Tickets – Follow-Up Every 6 Hours**

SERVICE LEVEL NAME	
<i>Severity 2 Tickets – Follow-Up Every 6 Hours</i>	
METRIC DESCRIPTION	A measure of meaningful incident updates received from the commencement of the incident until resolution. A meaningful update would include a current status of the incidents management progressions with a time stamp on the update.
METRIC INCLUSIONS	All Severity 2 Tickets
ALGORITHM	The time span between each update shall be <= six (6) hours

2.1.18 Severity 3 Issues Resolved Within 72 Hours

SERVICE LEVEL NAME	
<i>Severity 3 Issues Resolved Within 72 Hours</i>	
METRIC DESCRIPTION	This Service Level measures the amount of time required to identify, initiate actions, and resolve any Incidents and / or Problem identified as a Severity 3 issues.
METRIC INCLUSIONS	All severity 3 incidents within the measurement period.
ALGORITHM	The duration of every Severity 3 incident will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

2.1.19 Severity 3 Issues Response Within 120 Minutes of Notification

SERVICE LEVEL NAME	
<i>Severity 3 Issues Response Within 120 Minutes of Notification</i>	
METRIC DESCRIPTION	This Service Level measures the amount of time required to respond to any Incidents and / or Problem identified as a Severity 3 issues.
METRIC INCLUSIONS	All severity 3 incidents within the measurement period.
ALGORITHM	The duration of every Severity 3 incident will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

*HILTON CONFIDENTIAL***2.1.20 Severity 4 Issues Resolved Within 7 Business Days**

SERVICE LEVEL NAME	
<i>Severity 4 Issues Resolved Within 7 Business Days</i>	
METRIC DESCRIPTION	This Service Level measures the amount of time required to identify, initiate actions, and resolve any Incidents and / or Problem identified as a Severity 4 issues.
METRIC INCLUSIONS	All severity 4 incidents within the measurement period.
ALGORITHM	The duration of every Severity 4 incident will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

2.1.21 Severity 4 MACD Request

SERVICE LEVEL NAME	
<i>Severity 4 MACD Request</i>	
METRIC DESCRIPTION	Severity 4 MACD Response is only applicable to device or service Add / Move, Change or Deletion. IP Address Change = Request completed within 1 business day All Others = Request completed within 7 business days
METRIC INCLUSIONS	All Severity 4 MACD requests within the measurement period.
ALGORITHM	The duration of every Severity 4 requests will be reported within each measurement period. Incident resolution times greater than the Target Minimum will be flagged as a 'Fail'.

2.1.22 Severity 5 Percentage of Guests Tickets Divided by the Authenticated Guests Connections

SERVICE LEVEL NAME	
<i>Severity 5 Percentage of Guests tickets divided by the authenticated Guests connections</i>	
METRIC DESCRIPTION	A ratio that identifies potentially poor Hilton experience. Compares the number for Guest support tickets divided by the number of network devices connected to the network.
METRIC INCLUSIONS	Reported Guest connection incidents reflective of network underperformance
ALGORITHM	Percentage of Guest's tickets divided by the authenticated Guests connections expressed as a percentage

*HILTON CONFIDENTIAL***3.0 ACCEPTANCE CRITERIA – INTRODUCTION**

This Section sets forth qualitative descriptions of the Acceptance Criteria. These criteria measure the pre-production readiness expectation at "Go Live".

3.1 Acceptance Criteria**3.1.1 Connected Room Installation Sign-Off**

ACCEPTANCE CRITERIA NAME	
<i>Connected Room Installation Sign-Off</i>	
METRIC DESCRIPTION	The property does not meet or exceed one or more of the required certification parameters.
METRIC INCLUSIONS	All identified Hotel Certification requirements
ALGORITHM	Manual -- The Supplier must meet or exceed each certification requirement in a manner that allows for the necessary approval signatures.

3.1.2 Connected Room Site Survey - Golden Room Sign-Off

ACCEPTANCE CRITERIA NAME	
<i>Connected Room Site Survey - Golden Room Sign-Off</i>	
METRIC DESCRIPTION	The property does not meet or exceed one or more of the required certification parameters.
METRIC INCLUSIONS	All identified Hotel Certification requirements
ALGORITHM	Manual -- The Supplier must meet or exceed each certification requirement in a manner that allows for the necessary approval signatures.

3.1.3 Integrator - Hotel Post Installation Acceptance

ACCEPTANCE CRITERIA NAME	
<i>Integrator - Hotel Post Installation Acceptance</i>	
METRIC DESCRIPTION	The property does not meet or exceed one or more of the required certification parameters.
METRIC INCLUSIONS	All identified Hotel Certification requirements
ALGORITHM	Manual -- The Supplier must meet or exceed each certification requirement in a manner that allows for the necessary approval signatures.

*HILTON CONFIDENTIAL***3.1.4 Post Deployment Report Delivery**

ACCEPTANCE CRITERIA NAME	
<i>Post Deployment Report Delivery</i>	
METRIC DESCRIPTION	During implementation, all open follow-up incidents identified requiring remediation will be compiled into the Post Deployment Report and submitted for remediation via the incident ticketing system
METRIC INCLUSIONS	Any reported post deployment implementation follow-up items that require remediation
ALGORITHM	Manual – Verification of the report delivery via the incident ticketing system

3.1.5 No Severity 1 , Severity 2 or Severity 3 Incidents for 30 Consecutive Days

ACCEPTANCE CRITERIA NAME	
<i>No Severity 1 , Severity 2 or Severity 3 incidents for 30 consecutive days</i>	
METRIC DESCRIPTION	Post Implementation, there are no reported Severity 1, Severity 2 or Severity 3 incidents for 30 consecutive calendar days
METRIC INCLUSIONS	Any reported Severity 1, Severity 2 or Severity 3 incidents
ALGORITHM	Manual – Conformation that no Severity 1, Severity 2 or Severity 3 incidents have occurred for 30 consecutive days

4.0 PROGRAM MANAGEMENT – INTRODUCTION

This Section sets forth qualitative descriptions of the Program Management Measurements. The Program Management expectations set ongoing non-SLA quality expectations for routine preventive maintenance obligations set forth in Service Level Matrix Supplement.

4.1 Program Management**4.1.1 Notice to Correct**

PROGRAM MANAGEMENT EXPECTATION	
<i>Notice to Correct</i>	
METRIC DESCRIPTION	Notice to Correct will be initiated by Operations and becomes a violation if not corrected in the timeframe requested.
METRIC INCLUSIONS	All Program Management items with the ‘Notice to Correct’ flag.
ALGORITHM	A comparison of the correction commitments to the actual delivery on those commitments.

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	<p>Criticality 1 Security Risk – Completed the same business day</p> <p>Criticality 2 – Completed within 24 hours of receipt of the Notice</p> <p>Criticality 3 – Completed within 48 hours of receipt of the Notice</p>
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4.1.2 Failure to Acknowledge Anti-Malware Compliance

PROGRAM MANAGEMENT EXPECTATION	
<i>Failure to Acknowledge Anti-Malware Compliance</i>	
METRIC DESCRIPTION	Failure to acknowledge compliancy with Anti-Malware policy and vulnerability scan as stated in the MSA Exhibit 2 Privacy Standards.
METRIC INCLUSIONS	All completed Anti-Malware policy and Vulnerability Scans
ALGORITHM	Delivery of the annual ‘Attestation of Compliancy’ upon request from Hilton

4.1.3 Failure to Enable Port Isolation

PROGRAM MANAGEMENT EXPECTATION	
<i>Failure to Enable Port Isolation</i>	
METRIC DESCRIPTION	Failure to enable port isolation as specified in the Meraki Network Configuration Standards Section 3.6 "Port Isolation".
METRIC INCLUSIONS	All ports as defined in the GNE Meraki Configuration standards
ALGORITHM	One (1) or more non-compliant Port Isolation configurations as identified in the daily Hilton Meraki UnoNet Report file.

*HILTON CONFIDENTIAL***4.1.4 Major Security Vulnerability Exposure**

PROGRAM MANAGEMENT EXPECTATION	
<i>Major security vulnerability exposure</i>	
METRIC DESCRIPTION	Production Network exposed to a Major Security vulnerability as documented in the daily Meraki Security Risk Report.
METRIC INCLUSIONS	Risk Items (GIS Security Risk Report): 1. Networks 2. NAT Rules 3. VLAN Separation 4. SSIDs (Highs) 5. VLANs
ALGORITHM	Any non-compliance as defined in either GIS published Firewall criteria or GNE Configuration standard.

4.1.5 Post Mortem (Root Cause) Analysis

PROGRAM MANAGEMENT EXPECTATION	
<i>Post Mortem (Root Cause) Analysis</i>	
METRIC DESCRIPTION	The Service Level for “Post Mortem (Root Cause) Analysis Reports Delivered On-Time” measures the percentage of Post Mortem (Root Cause) Analysis Reports delivered by Supplier on-time during the applicable Measurement Period.
METRIC INCLUSIONS	Using the provided ‘5 Why’ methodology, the Supplier shall perform a Post Mortem for all Severity 1 Availability defaults, any other Severity 1 Incidents as well as every Sales suspension Event (SSE). The Supplier shall correct any and all failures causing and/or contributing to the occurrence of a Service Level Default and/or Service outage.
ALGORITHM	Timing requirements for delivery of a Post Mortem and RCA are as follows: <ol style="list-style-type: none"> 1. Supplier shall document Root Cause Analysis details [symptoms, cause, resolution] within the Supplier’s Problem Management tool within 24 hours of the Resolution Date of the Incident. Initial draft of each Post Mortem will be delivered by Supplier to their respective Governance library (Hilton) within 2 Business Days of the Resolution Date of the Incident. 2. Hilton can request expedited delivery of any Post Mortem as well as request a Post Mortem for any non Sev 1 incident. 3. Final draft of a Post Mortem will be delivered by Supplier to Hilton within 5 Business Days of the Resolution Date of the Incident, or as otherwise approved by Hilton.

*HILTON CONFIDENTIAL***4.1.6 Monthly Reporting Obligations**

PROGRAM MANAGEMENT EXPECTATION	
<i>Monthly reporting obligations</i>	
METRIC DESCRIPTION	As described in the Reports Schedule, any reporting delivery commitments not provided in the approved format less than or equal to 2 business days from the Reports due date.
METRIC INCLUSIONS	All Reports listed on the Reports Schedule.
ALGORITHM	Conformation that all Reports are delivered less than or equal to 2 business days of the Reports due date.

4.1.7 Hotel Staff Training

PROGRAM MANAGEMENT EXPECTATION	
<i>Hotel Staff Training</i>	
METRIC DESCRIPTION	Failure to provide 'Day 2 Functionality' training to the hotel staff on Vendor's proprietary portal and Eleven OS' Site Manager
METRIC INCLUSIONS	Appropriately identified and designated Hotel Staff
ALGORITHM	Maintain a minimum of one trained and currently employed Hotel resource at all times.

4.1.8 SharePoint Access Maintenance

PROGRAM MANAGEMENT EXPECTATION	
<i>SharePoint Access Maintenance</i>	
METRIC DESCRIPTION	Failure to maintain sufficient active SharePoint access to ensure reports and other program critical information can be accessed.
METRIC INCLUSIONS	Supplier resources assigned to support Hilton's account
ALGORITHM	A minimum of one Supplier resource must maintain current SharePoint access sufficient to make any necessary file 'Adds, Moves or Changes. Activity will be monitored by Guest Facing Technology via the Administrator rights on the SharePoint.

*HILTON CONFIDENTIAL***4.1.9 Technical Standards Compliance**

PROGRAM MANAGEMENT EXPECTATION	
<i>Technical Standards Compliance</i>	
METRIC DESCRIPTION	Failure to follow technical standards as per the most recent Meraki Network Standards, Global Guest Internet Access, Hilton Equipment Standards, VLAN and IP Address standards.
METRIC INCLUSIONS	Including: 1. RF Requirements 2. Cabling Standards 3. Survey and Deployment 4. In Room Wireless 5. Outdoor Coverage 6. SSID 7. VLAN 8. Approved Equipment
ALGORITHM	As identified during Post installation 'As-Built' documentation reviews.

4.1.10 Acknowledgement of Directives

PROGRAM MANAGEMENT EXPECTATION	
<i>Acknowledgement of Directives</i>	
METRIC DESCRIPTION	Failure to acknowledge weekly Directive as provided by the Guest Facing Technology Governance team.
METRIC INCLUSIONS	All urgent and routine weekly Directives
ALGORITHM	Via email, acknowledgement of all weekly Directives within the prescribed time frame provided in the Directive.

4.1.11 Hilton Contract Compliance

PROGRAM MANAGEMENT EXPECTATION	
<i>Hilton Contract Compliance</i>	
METRIC DESCRIPTION	Unauthorized changes or modifications to the completed contract exhibits including equipment swaps and / or service offerings. All contract modifications require an approved Change Request (CR)
METRIC INCLUSIONS	All completed and executed contract exhibits
ALGORITHM	Any identified deviation without approval or a CR.

*HILTON CONFIDENTIAL***4.1.12 Active Open Portal Requests**

PROGRAM MANAGEMENT EXPECTATION	
<i>Active Open Portal Requests</i>	
METRIC DESCRIPTION	Quoting the hotel without an active open request in GIA portal.
METRIC INCLUSIONS	Hotel quotations initiated by the Supplier that did not conform to the proper quotation protocols
ALGORITHM	Identified non-compliant Hotel quotation requests.

4.1.13 GIA Portal Record Maintenance

PROGRAM MANAGEMENT EXPECTATION	
<i>GIA Portal Record Maintenance</i>	
METRIC DESCRIPTION	Failure to maintain GIA portal records
METRIC INCLUSIONS	All applicable GIA Portal records
ALGORITHM	Identified 'out of date' or erroneous GIA Portal records.

4.1.14 Bypassing the Proof of Training Process

PROGRAM MANAGEMENT EXPECTATION	
<i>Bypassing the proof of training process</i>	
METRIC DESCRIPTION	Adding Company employees to the Meraki Dashboard at the Network level bypassing the required proof of training process.
METRIC INCLUSIONS	Current access reporting including all Administrators identified from the Meraki dashboard with the associated level of training.
ALGORITHM	Submitted records confirming the completion of training

*HILTON CONFIDENTIAL***4.1.15 Timely Resource Termination Notification**

PROGRAM MANAGEMENT EXPECTATION	
<i>Timely Resource Termination Notification</i>	
METRIC DESCRIPTION	Timely notification of any account resource that would require a change to any Guest Facing Technology portal access profiles.
METRIC INCLUSIONS	Ongoing maintenance of Supplier portal access
ALGORITHM	Identification of any terminated resource that did not include a notification to the Guest Facing Technologies team.

4.1.16 One-Time Code Retention

PROGRAM MANAGEMENT EXPECTATION	
<i>One-Time Code Retention</i>	
METRIC DESCRIPTION	Meraki Administrators retention of one-time codes
METRIC INCLUSIONS	Meraki team members must maintain the provided One-Time codes
ALGORITHM	Any Administrator seeking a reset of the password via Guest Facing Technologies.

4.1.17 Attestation Request Compliance

PROGRAM MANAGEMENT EXPECTATION	
<i>Attestation Request Compliance</i>	
METRIC DESCRIPTION	Failure to comply with attestation requests as per the contract. This would also include access to the Lobby, Meraki Dashboard and ServiceNow.
METRIC INCLUSIONS	Monthly Attestation Obligations
ALGORITHM	Any failure to respond to a Attestation Request.

*HILTON CONFIDENTIAL***4.1.18 Port Map Currency**

PROGRAM MANAGEMENT EXPECTATION	
<i>Port Map Currency</i>	
METRIC DESCRIPTION	Failure to maintain the Port Mapping
METRIC INCLUSIONS	All applicable Post Maps
ALGORITHM	Identified 'out of date' or erroneous Post Maps

4.1.19 Heat Map Currency

PROGRAM MANAGEMENT EXPECTATION	
<i>Heat Map Currency</i>	
METRIC DESCRIPTION	Failure to maintain Heat Mapping
METRIC INCLUSIONS	All applicable Heat Maps
ALGORITHM	Identified 'out of date' or erroneous Heat Maps

HILTON CONFIDENTIAL

Final Execution Version

~~SERVICE LEVEL MATRIX SUPPLEMENT~~

to

MASTER SERVICES AGREEMENT

between

HILTON DOMESTIC OPERATING COMPANY INC.

and

**PINNACLE
COMMUNICATIONS
CORPORATION**

Effective as of March 1, 2023

HILTON CONFIDENTIAL

Introduction

Final Execution Version

This Service Level Matrix Supplement to Exhibit 3 - Service Levels Methodology is entered into by Hilton and the Supplier pursuant to the Master Services Agreement, dated as of TBD, between Hilton and the Supplier. All capitalized terms used herein without definition shall have the meanings given to such terms in the “Definitions” Exhibit or elsewhere in the Agreement. This document sets forth the following:

For Critical Service Levels:

- The numeric measurements for Minimum Service Levels
 - The Service Level Credit Allocation Percentage associated with each Critical Service Level
 - The percent of the Monthly Fees that would be used in the calculation of a Service Level Credit if a Service Level Default occurs for each Critical Service Level
 - The timing regarding the commencement of obligations for each Critical Service Level
- A cross-reference to Critical Service Levels and Key Measurements where the qualitative description of the Performance Category and the associated Critical Service Level can be found in the Measuring Tools and Methodologies Supplement

For Key Measurements:

- The numeric measurements for Minimum Service Levels;
- A cross-reference to Critical Service Levels and Key Measurements where the qualitative description of the Performance Category and the associated Critical Service Level can be found in the Measuring Tools and Methodologies Supplement
- A numerical cap that Service Levels may not exceed through continuous improvement

For Program Management

#NAME?

For Acceptance Criteria

#NAME?

SLA Template

HILTON CONFIDENTIAL

Critical Service Levels

Final Execution Version

Critical
Service
Levels**MASTER AGREEMENT FOR
SERVICES**

Section Reference	Description	CD + mos	Minimum	Measurement Window	Sales Suspension Event (SSE)	Continuous Improvement (CI) ¹	Stay Connected	Free to Guest (FiG)	'At Risk' Amount
2.1.1	Adherence to Hilton Standard FTG Channel Line Up	TBD	100% (Pass / Fail)	Monthly		No		x	\$25 per hotel per measurement period
2.1.2	Authentication System Availability (Non Eleven OS)	TBD	< 1 hour	Monthly	SSE	No	x		\$50 per hotel per measurement period
2.1.3	Calls answered within 30 Seconds	TBD	85% within 30 seconds	Monthly		0.02% increase per contract year	x	x	3% of the monthly recurring fee to all supported properties
2.1.4	All Guest Calls Resolved in a 10 Minute Average - Call duration in Call stats	TBD	Average duration is <= 10 Minutes	Monthly		15 second decrease per contract year	x		3% of the monthly recurring fee to all supported properties
2.1.5	Hotel Staff Calls / Issues Classified & Solution Path Identified in 20 Minutes	TBD	>= 0.85%	Monthly		0.02% increase per contract year	x	x	3% of the monthly recurring fee to all supported properties
2.1.6	Call Abandon Rate	TBD	>= 0.95%	Monthly		0.02% increase per contract year	x	x	3% of the monthly recurring fee to all supported properties
2.1.7	Eleven OS Support - Management of the emergency Fail Over and Fall Back during an 'Eleven' outage	TBD	< 1 hour	Monthly	SSE	No	x	x	\$50 per hotel per measurement period
2.1.8	Platform / System Availability - FTG	TBD	>= 99.995%	Monthly	SSE	No		x	\$50 per hotel per measurement period
2.1.9	Signal Strength	TBD	+/- 'xx'dBm	Monthly	SSE	No		x	\$50 per hotel per measurement period
2.1.10	Severity 1 Issues Resolved Within 12 Hours	TBD	100% (Pass / Fail)	Monthly	SSE	No	x	x	\$50 per hotel per measurement period
2.1.11	Severity 1 Issues Response Within 30 Minutes of Receipt	TBD	100% (Pass / Fail)	Monthly	SSE	No	x	x	\$50 per hotel per measurement period
2.1.12	Severity 1 Tickets - Maximum Per-Hotel Ticket Threshold	TBD	<=1 Ticket Per Month per property (Pass / Fail)	Monthly		No	x	x	\$25 per hotel per measurement period
2.1.13	Severity 1 Tickets - Follow-Up Every 3 Hours	TBD	100% (Pass / Fail)	Monthly		No	x	x	\$25 per hotel per measurement period
2.1.14	Severity 2 Issues Resolved Within 24 Hours	TBD	100% (Pass / Fail)	Monthly	SSE	No	x	x	\$50 per hotel per measurement period
2.1.15	Severity 2 Issues Response within 30 Minutes of Notification	TBD	100% (Pass / Fail)	Monthly		No	x	x	\$25 per hotel per measurement period
2.1.16	Severity 2 Tickets - Maximum Per-Hotel Ticket Threshold	TBD	<=1 Ticket Per Month per property (Pass / Fail)	Monthly		No	x	x	\$25 per hotel per measurement period
2.1.17	Severity 2 Tickets - Follow-Up Every 6 Hours	TBD	100% (Pass / Fail)	Monthly		No	x	x	\$25 per hotel per measurement period
2.1.18	Severity 3 Issues Resolved Within 72 Hours	TBD	100% (Pass / Fail)	Monthly		No	x	x	\$25 per hotel for any two (2) fails in a rolling six month period.
2.1.19	Severity 3 Issues Response Within 120 Minutes of Notification	TBD	100% (Pass / Fail)	Monthly		No	x	x	\$25 per hotel for any two (2) fails in a rolling six month period.
2.1.20	Severity 4 Issues Resolved Within 7 Business Days	TBD	100% (Pass / Fail)	Monthly		No	x	x	\$25 per hotel for any two (2) fails in a rolling six month period.
2.1.21	Severity 4 Issues Response Within 1 Business Day of Notification	TBD	100% (Pass / Fail)	Monthly		No	x	x	\$25 per hotel for any two (2) fails in a rolling six month period.
2.1.22	Severity 5 Percentage of Guests tickets divided by the authenticated Guests connections	TBD	>= 0.95%	Monthly		0.02% increase per contract year	x		\$25 per hotel for any two (2) fails in a rolling six month period.

Notes:

1 - The Minimum target values will be automatically reset commencing with the first measurement period of each contract year.

Reference	Violation Type	Criticality	Notice to Correct	Description	SSE	Connected Room	FtG	SC	Earnback	'At Risk' Amount
4.1.01	Operations	2		Notice to Correct -- For the items flagged in the 'Notice to Correct' column, a 'Notice to Correct' will be initiated by Operations and becomes a violation if not corrected in the defined timeframe.						First Violation = \$50, Second Violation = \$200, Third Violation = \$300. Additionally, a SSE shall be assigned for three (3) or more 'Notices' in any two (2) consecutive measurement periods.
4.1.02	Security	2		Failure to Acknowledge Antimalware Compliance -- Maintain compliance with Anti-Malware policy and vulnerability scan as stated in the MSA Exhibit 2 Privacy Standards.				x	x	\$200 per incident
4.1.03	Security	1	Yes	Failure to Enable Port Isolation -- as specified in the Meraki Network Configuration Standards Section 3.6 "Port Isolation".				x	x	Reference "Notice to Correct"
4.1.04	Security	1	Yes	Major Security Vulnerability Exposure -- Production Network exposed to a Major Security vulnerability as documented in the daily Meraki Security Risk Report. (Need to define list)				x	x	Reference "Notice to Correct"
4.1.05	Operations	2		Post Mortem (Root Cause) Analysis -- As defined in the Measuring Tools and Methodology Exhibit			x	x	x	\$25 Draft delivery > 2 business days, \$50 Final delivery > 5 business days, SSE > 10 business days
4.1.06	Operations	3		Monthly Reporting Obligations -- not provided in approved format or more within 5 business days of month end.			x	x	x	\$50 per incident
4.1.07	Operations	3		Hotel Staff Training -- Failure to provide training to the hotel staff on Vendor's proprietary portal and Eleven OS' Site Manager				x	x	\$50 per incident
4.1.08	Operations	3	Yes	SharePoint Access Maintenance -- Failure to maintain active SharePoint access to ensure access to Security reports and other program information.				x	x	Reference "Notice to Correct"
4.1.09	Operations	2	Yes	Technical Standards Compliance -- Failure to follow technical standards as per the most recent Network Standards Guide-Global and Hilton Equipment Standards				x	x	Reference "Notice to Correct"
4.1.10	Governance	3	Yes	Acknowledgement of Directives -- Failure to acknowledge Directive			x	x	x	Reference "Notice to Correct"
4.1.11	Governance	1		Hilton Contract Compliance -- Unauthorized changes or modifications to the completed contract exhibits including equipment swaps and / or service offerings. All contract modifications require an approved Change Request (CR)		x	x	x	x	\$300 per incident.
4.1.12	Governance	1	Yes	Active Open Portal Requests -- Quoting the hotel without an active open request in GIA portal.		x (Pending Portal Readiness)	x (Pending Portal Readiness)	x	x	Reference "Notice to Correct"
4.1.13	Governance	3	Yes	GIA Portal Record Maintenance -- Failure to maintain GIA portal records		x (Pending Portal Readiness)	x (Pending Portal Readiness)	x	x	Reference "Notice to Correct"
4.1.14	Governance	3		Bypassing the Proof of Training Process -- Adding Company employees to the Meraki Dashboard at the Network level bypassing the required proof of training process.	Yes			x	x	\$50 per incident.
4.1.15	Governance	2		Timely Resource Termination Notification --				x	x	
4.1.16	Governance	2		One-Time Code Retention -- Meraki admins retention of one-time codes				x	x	\$200 per incident
4.1.17	Governance	3		Attestation Request Compliance -- Failure to comply with attestation requests as per the contract. This would also include access to the Lobby, Meraki Dashboard and ServiceNow.				x	x	\$50 per incident.
4.1.18	Governance	3		Port Map Currency - Need criteria, how long to delivery				x	x	\$50 per incident.
4.1.19	Governance	3		Heat Map Currency - Industry standard, best practices					x	\$50 per incident.

Acceptance Criteria

Acceptance Criteria	Description	Sales Suspension Event (SSE)	'At Risk'Amount
3.1.1	Connected Room Installation Sign-Off	Yes, with > 1 Acceptance Criteria Failure	Withhold balance of start-up investment pending remediation
3.1.2	Connected Room Site Survey - Golden Room Sign-Off (Includes completion for the Gimlet Document)	Yes, with > 1 Acceptance Criteria Failure	Withhold balance of start-up investment pending remediation
3.1.3	Integrator - Hotel Post Installation Acceptance	Yes, with > 1 Acceptance Criteria Failure	Withhold balance of start-up investment pending remediation
3.1.4	Post Deployment Report Delivery (CRM Administration Report)	Yes, with > 1 Acceptance Criteria Failure	Withhold balance of start-up investment pending remediation
3.1.5	No Severity 1, Severity 2 or Severity 3 incidents for 30 consecutive days	NA	The Supplier is prohibited from billing monthly recurring support fees (Day 2 Support)

Section Reference	Description	Measurement Period	Date	Ticket / Incident Number	Unique Identifier	Incode	QTY	Start Time Date HR:MM	End Time Date HR:MM	Severity Code	Supplier Pass / Fail	Hilton Pass / Fail	Supplier Exclusion Req (Y/N)	Hilton Exclusion Req (Y/N)	Comment
2.1.1	Adherence to Hilton Standard FTG Channel Line Up	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.2	Authentication System Availability (Non Eleven OS)	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.3	Calls answered within 30 Seconds	Supplier	Supplier	Supplier	Supplier	NA	NA	NA	NA	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.4	All Guest Calls Resolved in a 30 Minute Average - Call duration in Call stats	Supplier	Supplier	Supplier	Supplier	NA	NA	NA	NA	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.5	Hotel Staff Calls / Issues Classified & Solution Path Identified in 20 Minutes	Supplier	Supplier	Supplier	Supplier	NA	NA	NA	NA	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.6	Call Abandon Rate	Supplier	Supplier	Supplier	Supplier	NA	NA	NA	NA	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.7	Eleven OS Support - Management of the emergency Fail Over and Fail Back during an 'Eleven' outage	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.8	Platform / System Availability - FTG	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.9	Signal Strength	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.10	Severity 1 Issues Resolved Within 12 Hours	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.11	Severity 1 Issues Response Within 30 Minutes of Receipt	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.12	Severity 1 Tickets - Maximum Per Hotel Ticket Threshold	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.13	Severity 1 Tickets - Follow Up Every 3 Hours	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.14	Severity 2 Issues Resolved Within 24 Hours	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.15	Severity 2 Issues Response within 30 Minutes of Notification	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.16	Severity 2 Tickets - Maximum Per Hotel Ticket Threshold	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.17	Severity 2 Tickets - Follow-Up Every 6 Hours	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.18	Severity 3 Issues Resolved Within 72 Hours	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.19	Severity 3 Issues Response Within 120 Minutes of Notification	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.20	Severity 4 Issues Resolved Within 7 Business Days	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.21	Severity 4 Issues Response Within 1 Business Day of Notification	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier
2.1.22	Severity 5 Percentage of Guests tickets divided by the authenticated Guests connections	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Supplier	Hilton	Supplier	Hilton	Supplier

Site Survey Team:	_____	Site Survey Date:	_____
Install Engineer Team:	_____	Install Date:	_____
Account Manager:	_____	Number:	_____
Project Manager:	_____	Number:	_____
Customer Service Manager:	_____		

Summary of install and important info for support

Pending completion of the ServiceNow enhancements,,,,,

Minimally the Supplier web-based portal should contain the following areas:

Note: All of this data should have the ability to be exported into a PDF, Excel (xlsx), or CSV.

Circuit Provider Information

Live Circuit Status

- Internet Service Provider (ISP) Name
- Circuit Type
- Circuit Speed
- ISP contact number
- ISP Support Contact number
- Account number
- Public IP address
 - IP address block
 - Default gateway
 - Primary DNS
 - Secondary DNS

Bandwidth Utilization

The portal should contain a graphical view of bandwidth utilization. The portal should minimally offer **a live view, as well as views** within 24 hours, 7 days, **30 days** and **retained for minimally 180 days**. The graph should also show average and peak utilization within the requested time interval. This information should be available to download.

Equipment Health

The portal should provide a live view of equipment up/down status. The view should utilize the following status color coding.

- Green – The device is up and functioning at 100%.
- Yellow – The device is up but is not functioning at 100 or experiencing latency.
- Red – The device is confirmed down

When clicking on a device there should include a view showing a history of device status for no less than a period of one week.

Equipment Inventory

This section should provide a detailed listing of all network equipment to include the following information:

- Device Name
- Device type (i.e. switch, Gateway, Access Point, etc.),
- Manufacturer
- Model
- Serial number
- MAC address
- Location

Guests Helpdesk & Hotel Network Tickets

Guest Helpdesk Tickets should include the following:

- Ticket Number
- The date/time of ticket creation
- Guest Name
- Guest Room Number
- Problem Code (Dropped connections, authentication page not loading, Unable to authenticate, general questions)
- Live ticket details should be updated minimally within 10 minutes of the latest ticket update.
- Resolution notes
- The date/time of ticket closure

Hotel Network Tickets should include the following:

- Ticket Number
- The date/time of ticket creation
- Severity Level
- Category of Event
- Problem Definition
- Live date/time ticket details should be updated minimally within 10 minutes of the latest ticket update.
- Resolution notes
- The date/time of ticket closure

Property Info

General Property Info			
Hotel Name:		Hotel Contact:	
Site ID:		Title:	
Street Address:		Phone:	
City:		Email:	
State/Prov:		Engineering contact:	
Postal/Zip code:		Phone:	
Site Phone:		Email:	
Other Contact info			
Hotel Contact	Title	e-mail Address	Phone
Total Hotel Room Count:			
Meeting spaces:			
Lobby/Common Area:			
Business Center:			
Number of Buildings:			
Number of Floors:			
Number of APs			
Additional Information:			
Please provide additional information as applicable to the installation below:			

Circuit Info

Primary Circuit

Circuit Type	Acct#	Circuit ID	Bandwidth	Router Model	Serial Number	LAN Block Default Gateway	LAN IP Blocks	DNS Servers	ISP Contact
FIBER	4193510	60.KQGN.774688	50 Mbps Down/Up	Cisco 2951					

Secondary Circuit

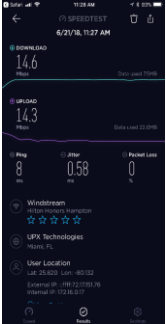
Circuit Type	Acct#	Circuit ID	Bandwidth	Router Model	Serial Number	LAN Block Default Gateway	LAN IP Blocks	DNS Servers	ISP Contact



Circuit Speedtest



Premium Speedtest

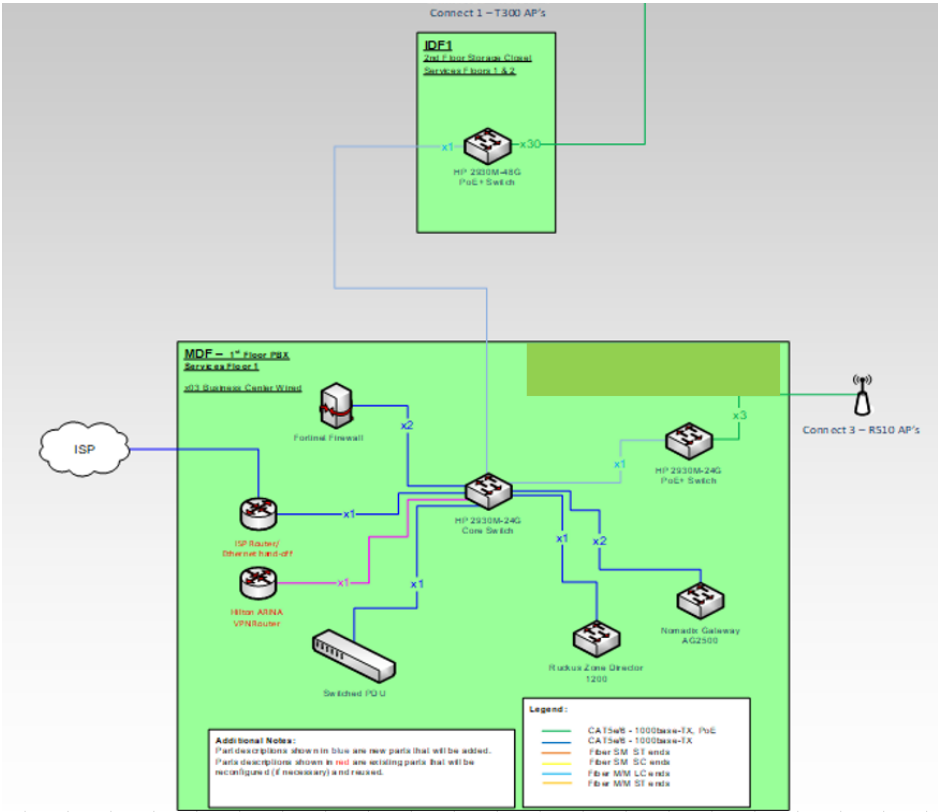


Standard Speedtest

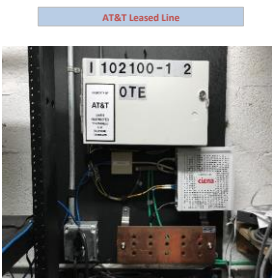




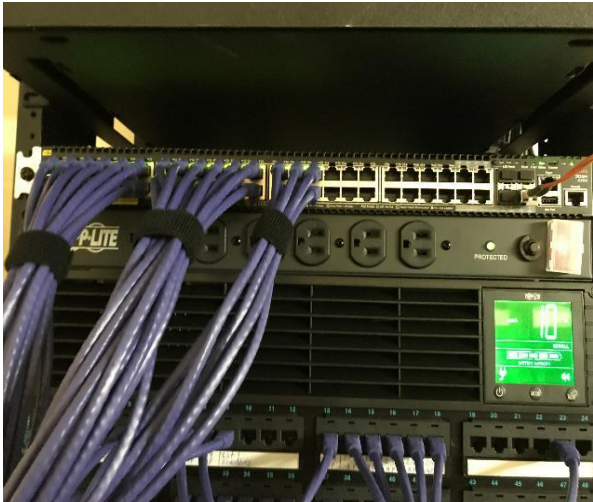
[Back to Table of Contents](#)



Supplement 2 Service Level Matrix v01.xlsx



Complete Rack



Typical Guest
R510 in Access
Panel within
Closet



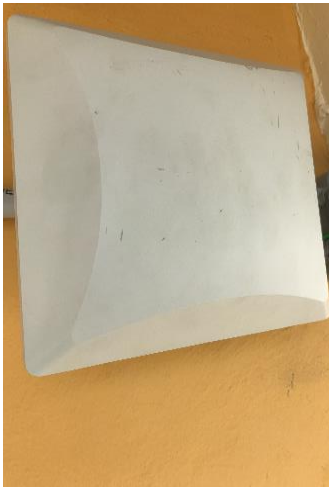
Outdoor Pool
T300



Typical Public
R510 in Ceiling
Tile or Access
Panel



Outdoor Fitness
Center T301-S



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SUPPLEMENT 3 TO EXHIBIT 3

SEVERITY LEVEL DEFINITIONS

to

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

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1. Severity Level Definitions3

1.1 Severity Level 1.....3

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1.4 Severity Level 4.....4

1.5 Severity Level 5..... **Error! Bookmark not defined.**

*HILTON CONFIDENTIAL***1. Introduction**

This Severity Level Definitions Supplement to Exhibit 3 - Service Levels Methodology is entered into by Hilton and the Supplier pursuant to the Master Services Agreement, dated as of TBD, between Hilton and the Supplier. All capitalized terms used herein without definition shall have the meanings given to such terms in the “Definitions” Exhibit or elsewhere in the Agreement.

2. Severity Level Definitions

The Severity Levels shall be defined as set forth in this Supplement. Where an Incident or Problem meets the criteria for more than one Severity Level, the Incident will be classified at the highest qualifying Severity Level (where Severity Level 1 is higher than Severity Level 2).

2.1 Severity Level 1

An Incident or Problem will be assigned as “Severity Level 1” if the Incident or Problem is characterized by one or more of the following:

Sev 1 Codes	SC	FtG	CR	Description
	X			50% to 100% of the Guest Wi-Fi Network Impacted
01a	X			Circuit Oversaturation (New)
01b	X			Core Switch Failure
01c	X			Internet Circuit Failure
01d	X			Power Outage/UPS Failure
01e	X			Software or Configuration Related Issues
01f	X			WLAN Controller or Gateway Failure
01g		X		For Hotels with fewer than 500 guest rooms: a single Hotel with more than 75% of rooms or channels out of service.
01h		X		For Hotels with 500 guest rooms or more: a single Hotel with more than 50% of rooms or channels out of service.

2.2 Severity Level 2

An Incident or Problem will be assigned as “Severity Level 2” if the Incident or Problem is characterized by one or more of the following:

Sev 2 Codes	SC	FtG	CR	Description
				10% to 49% of the Guest Wi-Fi Network Impacted
02a	X			Access Point Failure
02b	V			Core Switch Failure
02c	X			IDF Switch Failure
02d	X			Power Outage/UPS Failure
02e	X			Software or Configuration Related Issues
02f		X		For Hotels with fewer than 500 guest rooms: a single Hotel with 25% to 75% of rooms or channels out of service.
02g		X		For Hotels with 500 guest rooms or more: a single Hotel with 25% to 50% of rooms or channels out of service.

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2.3 Severity Level 3

An Incident or Problem will be assigned as “Severity Level 3” if the Incident or Problem is characterized by one or more of the following:

Sev 3 Codes	SC	FtG	CR	Description
				1% to 9% of the Guest Wi-Fi Network Impacted
03a	X			Access Point Failure
03b	X			IDF Switch Failure
03c	X			Power Outage/UPS Failure
03d	X			Software or Configuration Related Issues
03e		X		Any single Hotel with less than 25% of rooms or channels out of service.

2.4 Severity Level 4

A Service Request will be assigned as “Severity Level 4” if the Incident or Problem is characterized by one or more of the following:

- 1) A request for a public IP address will be completed within 24 consecutive hours
- 2) Any Move, Add and/or Change request will have been completed within 5 business days

2.5 Severity Level 5

Incidents or Problem reported by a Hotel Guest:

- 1) “Connection Performance Threshold” -- For each measurement period, the Connection Threshold will be measured by dividing the total number of Hotel Guest reported incidents or problem tickets by the total number of connected devices within that same measurement period. The measure will be expressed as a percentage. A Connection Threshold Incident ticket (Severity 5) will be created when a Threshold of $\geq 5\%$ is exceeded.

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SUPPLEMENT 4 TO EXHIBIT 3

REPORTS SUPPLEMENT

to

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

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1. INTRODUCTION

This Reports Supplement to Exhibit 3 – Service Level Methodology is entered into by Hilton and the Supplier pursuant to the Master Services Agreement for Services, dated as of TBD, between Hilton and the Supplier. All capitalized terms used herein without definition shall have the meanings given to such terms in the “Definitions” Exhibit or elsewhere in the Agreement.

2. REPORTS

The following is a list of certain reports to be provided by the Supplier to Hilton. The reports listed below are in addition to any other reports required to be provided by the Supplier to Hilton under the Agreement. The Parties will work together to document in the Procedures Manual a complete list of reports required to be provided by the Supplier to Hilton.

3.. REPORT DELIVERY AND FUNCTIONALITY

The reports below will be delivered with the timings, method and format as prescribed by Hilton.

Reports must be in a machine-readable format and sortable including:

- Hotel Filters -- All Hotel Properties and Individual Hotel Properties
- Data Filters: -- Brand, Ownership Type, System Type, Channel Types, Popularity or Consumption Metrics
- Time Filters: -- Year, Month, Week, Day, Hours, Minutes (when required)
- Duration – 12 Trailing Months Minimum

4. DEFINITIONS

“CR” means Connected Room Services.

“FTG” means Free to Guest Services.

“SC” means Stay Connected Services.

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Report Name	Description	CR	FTG	SC	Frequency / Due Date	Recipient	Hilton Owner's Name
Planned Outages	A minimum 72 hour notification of any planned outages of all systems and systems managed and/or maintained by named vendors. (Note: Includes documenting provider planned infrastructure (network, server, etc.)) outages scheduled in advance ensuring the Application owners have sufficient time to communicate with their respective stakeholders. As an example, an anticipated network switch replacement is scheduled "x" days in advance to ensure there was opportunity to eliminate any impact to known delivery or release schedules and to reduce idle time of development resources.	x	x	x	Monthly 5 Business Days beyond the end of the Measurement Period	Performance Group/Supplier Team Site	Brian Sullivan
Service Level Credit Analysis and Forecast	In summary and by individual inncodes, a rolling (12) monthly itemization of the Critical Performance Service Level credits displayed as rows in a table.	x	x	x	Monthly 5 Business Days beyond the end of the Measurement Period	Performance Group/Supplier Team Site	Mark Mittelmeier
SLA Incidents and Supporting Data Report	SLA Supporting data, one tab per SLA, all Incidents uniquely identifiable formatted to match the provided SLA template. Also identifies and describes the status of major pending issues, improvement action plans, changes to the environment impacting costs, and utilization.	x	x	x	Monthly 10 Business Days beyond the end of the Measurement Period	Performance Group	Mark Mittelmeier
Post Mortem / Root Cause Analysis	Completed and formatted as described on the '5-Why' exhibit	x	X	X	As described in the Measuring Tools and Methodology Exhibit	Performance Group/Supplier Team Site	Mark Mittelmeier

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Program Certification Fees	Full detail invoice reporting on a monthly basis. Historical payment history will be provided by Supplier if and as reasonably requested by Hilton.				Monthly 5 Business Days beyond the end of the Measurement Period	Performance Group/Supplier Team Site	Paul Lanigan
Quarterly Performance Summary (Report Card)	Encapsulates any significant performance anomalies encountered or addressed within the quarter. This includes any Sales Suspension Events (SSE), Program Management defaults, Service Level defaults	x	x	x	Quarterly Business Review	Performance Group/Supplier Team Site	Paul Lanigan
Credit / Earnback Summary Report	Report that condenses all the credits and / or requested exclusion of credits by Inncode within the measurement period. Each affected Inncode will have a line item per credit and / or exclusion with a summation.	x	x	X	Monthly 5 Business Days beyond the end of the Measurement Period	Performance Group/Supplier Team Site	Paul Lanigan
Public IP Inventory Report	Inventory of all public IP addresses per property using the 'Hilton Service Provider – Public IP Inventory' format/			X	Weekly	SFTP Connection	GIS Secure FTP Site
Installed Features Report	Shows detailed specifics on system installed during the period requested. Data presented in this report includes: Hotel name, inncode, hotel type (owned, managed, franchised), brand, vendor assigned hotel ID, date installed, rooms, programmer, system integrator, contract type/version, contract end date, platform installed, delivery type (QAM, IPTV), total channels, total HD channels, subscribed FtG channels (by channel), additional services (guest directory, in room dining, ipg server type, ipg software version, etc.), TV type/brand, supplier equipment brand (e.g. Com3000).		x		Monthly		

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FTG Channel Viewing Report	List data points by FTG Channel for Hilton to understand channel popularity. This includes open channels, Hilton Group-specific content & standard linear channels. Data presented in this report includes: FTG channel, average view time, total view time, period of inactivity, popularity metric (determined by supplier).		x		Quarterly		
Sales Report	List of potential sales actively being worked by Provider. Data presented in this report includes: Hotel name, inncode, hotel type (owned, managed, franchised), brand, rooms, vendor assigned hotel id, status (initial contact, near signature, not interested), sales manager (supplier), date of next action, action, site survey date (if applicable).		X (add note)		Weekly		
Installation Report	List of scheduled and completed installations by Provider. Data presented in this report includes: Hotel name, inncode, hotel type (owned, managed, franchised), brand, rooms, vendor assigned hotel id, date of contract signature, contract obligated installation completion date, installation status (e.g., contract received, credit approved, installation pending, installation in progress, installation scheduled, installation complete), site survey date, estimated installation start date, estimated installation end date, supplier performing installation, sales manager (supplier), installation manager (supplier), platform to be installed, delivery type (QAM, IPTV), notes.		X (add note)		Weekly		
Overdue Payments/Collections Issues	Report from the biller listing outstanding monthly invoices. Data presented in this report includes: Hotel name, inncode, hotel type (owned, managed, franchised), Brand, rooms, vendor assigned hotel id, hotel contact name, supplier name, invoice #, invoice date, service description, amount due, notes on collection history, date service will be discontinued (if payment not received).		x	x	Monthly		

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SUPPLEMENT 5 TO EXHIBIT 3

DEFINITIONS SUPPLEMENT

to

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

*HILTON CONFIDENTIAL***1. INTRODUCTION**

This Definitions Supplement to Exhibit 3 - Service Levels Methodology is entered into by Hilton and the Supplier pursuant to the Master Services Agreement, dated as of TBD, between Hilton and the Supplier.

2. DEFINITIONS

In the Agreement, the following terms will have the meanings set forth below:

Commencement Date	means the date(s) on which the Supplier becomes responsible for performance of the Services.
Commercially Reasonable Efforts	whether capitalized or not, means taking such steps and performing in such a manner as a well-managed, financially responsible company would undertake where such company was acting in a prudent, diligent and reasonable manner to achieve a particular desired result for its own benefit and the benefit of all of its Affiliates.
Critical Deliverables	means those deliverables performed on a one-time or periodic basis, for which a Deliverable Credit may be payable in accordance with, and as described in, the " <u>Service Level Methodology</u> " <u>Exhibit</u> .
Critical Service Levels	means those Service Levels specified in the "Service Levels" portion of each Transaction Document as "Critical Service Levels" (as such classification may be modified in accordance with the " <u>Service Levels Methodology</u> " <u>Exhibit</u>).
Defect	means the presence of an undesired condition within a Deliverable caused by (i) a failure to conform to requirements in all material respects, or (ii) an effect of unintended usage, or (iii) an effect of unintended results.
Deliverable	means any product or service (including any and all tangible and intangible property (whether embodied in a tangible medium or electronic storage medium or otherwise) required to be provided to the Customer by the Supplier as a part of the Services, including without limitation, the development, building, testing and deployment of products, devices, machines, proposals, documentation, studies, data, charts, diagrams, method descriptions, reports, layouts, videotapes, workpapers and projections).
Deliverable Credits	means the monetary amounts that the Supplier will pay to the Customer (or apply against the Monthly Fees) in the event of a failure to achieve a Critical Deliverable as specified in the " <u>Service Level Methodology</u> " <u>Exhibit</u> and the "Service Levels".
Disaster	means any time that a material portion of the Services or any Critical Application is unavailable due to causes beyond the control of the Customer or the Supplier, which results in any unplanned interruption of the Services or the Customer Systems.
Earnback	has the meaning set forth in the " <u>Service Level Methodology</u> " <u>Exhibit</u> .
Impact	has the meaning set forth in the " <u>Severity Level Methodology</u> " <u>Exhibit</u> .

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Incident	means any reported or detected deviation from normal Supplier operation of the Services.
Key Measurements	means those Service Levels specified in the Agreement.
Measurement Period	means for a Service Level, the period during which the Supplier's Service Level Performance against the Service Level is to be measured by the Supplier (e.g., monthly, quarterly, annually, etc.)
Minimum Service Level Default	has the meaning set forth in the " <u>Service Levels Management</u> " <u>Exhibit</u> .
Minimum Service Level Target	means the minimum level of performance for a Service Level, as initially set forth in the "Service Levels" as of the TD Effective Date, and as the same may be modified in accordance with the " <u>Service Level Management</u> " <u>Exhibit</u> .
Operational Default(s)	Operational Defaults shall set forth the cure period, if any, applicable to each such Operational Default.
Outage	means that any part of the Services either is not functioning or is functioning but with more than an insignificant degradation of functionality or performance
Performance Category	means a grouping of Service Levels or Key Measurements, as initially set forth in the Agreement..
Performance Reporting	Has the meaning set forth in the " <u>Service Level Methodology</u> " <u>Exhibit</u> .
Post Mortem (PM)	has the meaning set forth in the " <u>Service Level Methodology</u> " <u>Exhibit</u> .
Service Credit	has the meaning set forth in the " <u>Service Level Methodology</u> " <u>Exhibit</u> .
Service Default	Has the meaning set forth in the " <u>Service Level Methodology</u> " <u>Exhibit</u> .
Service Level Commencement Date	The Service Level Commencement Date is the TD Effective Date.
Service Level Credit	means the monetary amount(s) that the Supplier shall be obligated to pay to the Customer (or apply against Monthly Fees) in the event of certain Service Level Defaults as specified in the " <u>Service Levels</u> " <u>Exhibit</u> .
Service Level Credit Allocation Percentage	means the percentage of the Allocation of Pool Percentage allocated to a Critical Service Level within a Performance Category, as initially set forth in the "Service Levels" as of the TD Effective Date, and as the same may be modified in accordance with the " <u>Service Levels</u> " <u>Exhibit</u> . The sums of the Service Level Credit Allocation Percentages in each Performance Category shall not exceed one hundred percent (100%).
Service Level Default	means a Minimum Service Level Default.
Service Level Performance	means, in respect of each Service Level, the Supplier's actual performance of the Services against such Service Level during the applicable Measurement Period.
Service Level Termination Event(s)	means (i) three or more Minimum Service Level Defaults for any SLTE Service Level(s) within any rolling six-month period or (ii) two or more Minimum Service

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	Level Defaults of the same SLTE Service Level during any rolling three-month period.
Service Levels	means the Critical Service Levels and Critical Deliverables specified in the Service Levels portion of the applicable Transaction Document as the same may be changed in accordance with the “ <u>Service Level Methodology</u> ” Exhibit.
Systems	means the Equipment, Software and network components covered under the Agreement and the operating environments therefor.
Systems Software	means software that is not Applications Software, including those programs and programming (including all supporting documentation and media) that perform tasks related to the functioning of the data processing, and telecommunication equipment which is used to operate the Applications Software or otherwise to support the provision of the Services by or through the Supplier under the Agreement, whether or not licensed to the Supplier. Systems Software may include but is not limited to, database creation and management software, application development tools, operating systems, software utilities, data security software, data network software, communications monitors and data base managers. Systems Software as of the applicable TD Effective Date is listed and may be modified during the applicable TD Term in accordance with the Master Agreement.
Systems Software – Customer	means the Systems Software and general purpose software such as the database creation and management software, utility software and applications development tools software provided by or through the Customer Group or any of them, to be used by the Supplier to perform and provide the Services, listed and may be modified during the applicable TD Term. Each item of Systems Software-Customer shall be deemed to include the configuration files and scripts related to such item of Systems Software provided by the Customer Group or any of them..
Systems Software – Supplier	means the Systems Software provided by or through the Supplier to perform and/or provide the Services, listed and may be modified during the applicable TD Term in accordance with <u>Section 6.4</u> of the Master Agreement. If additional Systems Software – Supplier is provided by or through the Supplier during the applicable TD Term or if previously provided Systems Software – Supplier is removed, the Asset Inventory and Configuration Management System shall be updated, and will be amended to reflect the addition or removal of such Systems Software in accordance with the Master Agreement.
TD	means Transaction Document.
TD Amendment Effective Date	means, if applicable, the amendment effective date of an applicable Transaction Document.
TD Effective Date	means the effective date of an applicable Transaction Document.
TD Term	means the period beginning on the TD Effective Date and extending until the expiration or earlier termination of the applicable Transaction Document including any applicable extension of the TD Term described in the Master Agreement and/or an applicable Transaction Document and the period of any Termination/Expiration Assistance provided in connection with the Transaction Document.

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TD Year	means any consecutive twelve (12) calendar month period commencing on the initial Commencement Date under a Transaction Document and each twelve (12) calendar months thereafter during the applicable TD Term.
Third Party Contracts	means those contractual, leasing and licensing arrangements to which one or more members of the Customer Group, or their or its Affiliates, is a party and pursuant to which a member of the Customer Group receives any third party products, software and/or services that the Supplier will access or use in providing the Services s.
Third Party or third party	means any person or entity that is not a Party to the Agreement and is not an Affiliate of a Party to the Agreement.
Third Party Provider	means a business or entity other than a member of the Customer Group or the Supplier and its subcontractors that provides products, software and/or services under a Third Party Contract, in support of the provision of the Services by the Supplier.
Transaction Document	means a written statement by the Parties setting forth the scope of work, fees, timeline and other relevant terms regarding the Services to be performed by the Supplier and the responsibilities and obligations of Hilton. A Transaction Document will also reference the Master Agreement and be incorporated by such reference into the Agreement. Each of the three <u>Description of Services</u> documents in the Agreement is a Transaction Documents, as is each SOW, order, task description, purchase order or similar document entered into by Supplier with any Eligible Recipient under any Participation Agreement.

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

EXHIBIT 4

PRICING AND FINANCIAL PROVISIONS

EXHIBIT 4
PRICING AND FINANCIAL PROVISIONS

1. Introduction

1.1 **Agreement.** This **Exhibit 4** (this “**Exhibit**”) is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) (the “**MSA**”). This Exhibit is not applicable to Supplements 1 or 2.

1.2 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Exhibit and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with **Section 21.13** of the MSA.

1.3 **References.** All references in this Exhibit to articles, sections and exhibits shall be to this Exhibit, unless another reference is provided.

1.4 **Definitions.** Terms used in this Exhibit with initial capitalized letters but not defined in this Exhibit shall have the respective meanings set forth in **Exhibit 1** to the MSA, or as otherwise set forth in the Agreement.

2. General

2.1 In addition to the requirements specified in the MSA (including **Articles 11** and **12** of the MSA), this Exhibit contains pricing and financial provisions applicable to Services to be provided under the MSA. There shall be no Charges to Hilton except those expressly provided for in the Agreement.

2.2 The following Attachments are attached to this Exhibit and are hereby incorporated by reference:

Attachment 4-A (Termination Charges Methodology)

Attachment 4-B (Rate Card) This Attachment specifies the FTE Rates applicable to Supplier’s provision of certain Services as further provided herein.

3. Charges, Credits and Payments

3.1 Generally.

Each Party is financially responsible for all costs and expenses associated with its responsibilities under the Agreement, including the applicable Supplement, unless the MSA or such Supplement expressly states otherwise.

The Charges shall fully compensate Supplier for providing the Services. Hilton will not be required to pay Supplier any amounts for the Services in addition to the Charges.

All Charges will be computed on a calendar month basis (prorated for any partial month), unless the MSA or the applicable Supplement expressly states otherwise.

3.2 Pricing Models.

The following are pricing models which may be applied to each Supplement:

(a) **Standard Time & Materials (T&M):** The Charges will be calculated by multiplying the number of productive hours expended by each billable resource by the rate specified in the applicable Supplement or the applicable rate specified in Attachment 4-B (a “**Standard T&M Structure**”).

(b) **Fixed Fee:** As specified in Schedule D to the applicable Supplement, this may take the form of a fixed base Charge for a defined scope of Services or a fixed charge for an approved Project (a “**Fixed Fee Structure**”). In either case, the fixed fee shall be invoiced, in accordance with the applicable Supplement, (i) in installments over the term of the Supplement, (ii) based upon Acceptance of milestone Deliverables, (iii) using a percentage of completion model, or (iv) as otherwise specified in the applicable Supplement. For the avoidance of doubt, the Services must be provided even if Supplier has incorrectly estimated the resources or level of effort required to perform such Services. With respect to Services to be performed on a fixed fee basis, Supplier shall provide a breakdown of the estimated effort required to complete each milestone or Deliverable, by resource category, skill type, skill level, location, or as otherwise listed in this Exhibit 4 and/or the applicable Supplement. The fixed fee must be based on the applicable rates in the Attachment 4-B, with an additional disclosed risk contingency applied as appropriate.

(c) **Capped T&M:** The Charges will be determined in accordance with Section 3.2(a) above, but are subject to the cap specified in the applicable Supplement (a “**Capped T&M Structure**”). The cap represents the maximum amount that may be charged, even if the resources or productive hours required to perform the Services would otherwise have resulted in higher charges. For the avoidance of doubt, Supplier must complete the Services even if it incorrectly estimated the resources or level of effort required to perform such Services.

(d) **Flex Pool:** Hilton may elect to pay a fixed monthly charge for a defined pool of FTE resources to perform Project Services (“**Flex Pool**”). The Flex Pool may consist of both dedicated and virtual resources. The fixed monthly charge will be calculated on a T&M basis based on a defined discount from the labor rates specified in Attachment 4-B or the applicable Supplement. Hilton may increase or decrease the size of the Flex Pool by providing notice at least fifteen (15) days in advance. Hilton also can reduce any Flex Pool to zero without incurring any Termination Charges.

3.3 Hourly Labor Rates

(a) The rates available for Supplier Personnel performing Services pursuant to a Supplement are specified in Attachment 4-B and/or such Supplement. The applicable rate shall be determined in accordance with the following: (A) the skill set, skill description, and experience level of the resource, as each is defined in Attachment 4-B and/or such Supplement, (B) the geographic classification of the resource (e.g., Onshore, Landed or Offshore, as defined below), and (C) the duration for the applicable role as specified in the applicable Supplement.

(b) Short term rates shall apply to roles with a total estimated or committed length of less than six (6) months. Long term rates shall apply to roles with a total estimated or committed length equal to or greater than six (6) months. If, at any time during a Supplement, the estimated or committed length of any short term role is extended to six (6) or more months, Supplier shall charge the applicable long term rate for such resource. For the avoidance of doubt, Supplier shall not charge Hilton additional amounts for long term commitments identified in a Supplement that actually end prior to the period specified above.

(c) Hilton, at its discretion, may request that Supplier provide a detailed estimate for Projects (the “**Proposal**”). The Proposal shall provide a detailed estimate of the effort required to complete each Project milestone or Deliverable, by resource category, skill type, skill level, and work location. The hours expended by Supplier in preparing such Proposals shall not be chargeable by Supplier. In preparing each such Proposal, Supplier shall strive to achieve optimal use of Onshore, Landed and Offshore resources. Following acceptance of such Proposal, Supplier shall not change the actual mix of Onshore, Landed and Offshore resources without Hilton prior approval (and, if Supplier changes such mix without approval, Supplier shall charge for such resources at the actual mix or estimated mix of resources, whichever produces a lower Charge).

(d) For purposes of clarity, the following definitions shall apply:

(i) “**Onshore**” shall mean Services performed or delivered by United States-based Supplier Personnel from a Hilton Facility or Supplier Facility in the United States;

(ii) “**Landed**” shall mean Services performed or delivered by Supplier Personnel from an offshore Supplier location, who are temporarily performing Services at a Hilton Facility or Supplier Facility in the United States or another in-scope country.

(iii) “**Offshore**” shall mean Services performed or delivered by Supplier Personnel from a Supplier Facility in a country (e.g., India) other than the country(ies) in which the benefits of the Services are received by the Eligible Recipients.

3.4 Fixed Transition Charges.

(a) Unless otherwise agreed in a particular Supplement, **Attachment D.1** shall, to the extent applicable, set forth the fixed Transition Charges for Transition Services. Supplier shall invoice Hilton for each fixed Transition Charge specified in **Attachment D.1** to the applicable Supplement following the completion by Supplier and Acceptance by Hilton of the transition activities and/or Deliverables applicable to such Transition Charge specified in **Attachment D.1** to the applicable Supplement. Supplier shall invoice and Hilton shall pay such fixed Transition Charges in accordance with **Sections 12.1** and **12.2** of the MSA.

(b) The fixed Transition Charges represent the total Charges for all Transition Services to be provided by Supplier. There are no separate or additional Charges or reimbursable expenses for the Transition Services. For the avoidance of doubt, the fixed Charges for Transition Services include all Out-of-Pocket Expenses to be incurred by Supplier in connection with the performance of such Services, including Out-of-Pocket Expenses associated with travel and lodging.

3.5 Travel Expenses

Except as provided below, Supplier shall not be entitled to reimbursement of travel expenses incurred by Supplier Personnel in connection with Supplier’s performance of the Services.

To the extent a particular Supplement or Order expressly provides for reimbursement by Hilton of actual and necessary travel expenses reasonably incurred by Supplier Personnel, such reimbursement shall be subject to and in accordance with the terms set forth below:

(a) Except as provided in subsection (h), Hilton shall not be obligated to reimburse Supplier for travel expenses incurred by Supplier Personnel in traveling to or from or residing in the metropolitan area in which the Hilton Facility to which he or she is principally assigned is located.

(b) In addition, under no circumstances shall Hilton be obligated to reimburse Supplier for travel expenses incurred by Supplier Personnel in performing such Services (i) at a Hilton Facility located within fifty (50) miles of that individual's place of residence or (ii) from any Supplier Facility.

(c) Unless otherwise expressly provided in the applicable Supplement, Supplier shall not be entitled to reimbursement of travel expenses in connection with Services.

(d) Unless otherwise expressly approved by Hilton, to the extent a Supplement or Order for Services to be performed under a Standard T&M Structure or Capped T&M Structure provides for reimbursement of travel expenses, the travel expenses to be reimbursed by Hilton shall not exceed the cap to be agreed upon and specified in such Supplement or Order.

(e) Supplier and Supplier Personnel shall adhere to the Hilton travel policy with respect to travel expenses to be reimbursed by Hilton.

(f) Hilton shall not be obligated to pay or reimburse Supplier or Supplier Personnel for travel time.

(g) It is also understood and agreed that any air transportation reimbursable hereunder shall be coach-economy and that any entertainment by or on behalf of Supplier Personnel shall be at no cost to Hilton.

(h) Supplier shall invoice monthly, in arrears, for reasonable travel expenses necessarily and actually incurred by Supplier in the performance of the Services and for which it is entitled to reimbursement under this provision. Such expenses shall be invoiced on an Out-of-Pocket Expense basis, without Supplier markup.

(i) Supplier shall provide copies of supporting documentation for all invoiced travel expenses. Supplier also shall provide a summary report of expenses broken down by major categories. Eligible Recipient-specific requirements for this report may vary by Supplement.

3.6 Non-Chargeable Overhead Functions

The performance of contract management, contract administration and other such overhead functions is included in Supplier's base rates and other applicable Charges. Accordingly, time expended by Supplier Personnel in the performance of such functions is not separately chargeable by Supplier. The following are examples of overhead functions that are not separately chargeable by Supplier:

(a) Performing Supplier back office functions.

(b) Supplier account management office or program management office, except as otherwise separately priced as line items on **Attachment D.1** to the applicable Supplement.

(c) Supplier managers (excluding Project managers to the extent responsible for and involved in the delivery of Services under a specific Project).

(d) Service Level administration, monitoring, metrics/measurement, and reporting as required by the Agreement, including the applicable Supplement.

(e) Preparation of Supplements and/or proposals.

(f) Resource management or administration, staffing, HR-related functions.

- (g) Supplier financial management.
- (h) Administrative functions, including administrative assistants and/or secretaries, promotion, publicity, and internal management.
- (i) Management reporting to the extent required by the MSA.
- (j) Planning-related activities (including technology, business, financial/budget, data center capacity and support).
- (k) Training of Supplier Personnel.
- (l) Implementation and customization of standard project management processes and methodologies.
- (m) Activities and tools implemented by Supplier either at its discretion or as required to meet its obligations under the Agreement.
- (n) Work to develop action plans as a result of any Supplier performance failures.
- (o) Support of any chargeback or allocation of Supplier's invoice to the extent required by the Agreement.

4. INVOICING AND PAYMENT

4.1 Supplier shall invoice Hilton, and Hilton shall pay Supplier, for the Charges in accordance with this **Exhibit 4** to the MSA, **Article 12** of the MSA and the applicable Supplement.

4.2 Unless otherwise agreed in the applicable Supplement or Companion Agreement, all Charges will be stated, invoiced and paid in United States dollars. Unless otherwise agreed to in the applicable Supplement, the Charges are inclusive of, and shall not be adjusted for any global economic factors, such as inflation/deflation, Cost of Living Adjustments (“COLA”) and currency fluctuations.

5. OUT-OF-POCKET EXPENSES

5.1 Supplier acknowledges that, except as expressly provided in **Section 3.5** above or otherwise in the applicable Supplement or Order, Out-of-Pocket Expenses that Supplier incurs in performing the Services are included in Supplier's rates and charges and are not separately chargeable or subject to reimbursement.

6. SUPPLIER FINANCIAL RESPONSIBILITIES

6.1 Supplier will provide and be financially responsible for all Software, Equipment, systems, facilities and other resources required to perform the Services (and any upgrades, improvements, replacements or additions thereto) unless Hilton is identified in the MSA or applicable Supplement as responsible for such items.

6.2 Unless otherwise expressly provided in the applicable Supplement, Supplier shall provide and be financially responsible for the Supplier network and the data connections between and among Supplier Facilities. The applicable Supplement shall specify which Party shall provide and be financially responsible (or in the event of the failure of the applicable Supplement to so specify, Provider shall provide and be financially responsible) for the data connection between the Hilton network and the Supplier network (including any costs associated with the establishment of

such connection to the Hilton network), including, in each case, last mile connectivity with primary and backup redundancy. Hilton and/or the applicable Eligible Recipient shall provide and be financially responsible for the internal Hilton/Eligible Recipient network.

6.3 Supplier shall be financially responsible for long distance calls made by Supplier Personnel and, to the extent applicable, Hilton representatives from Supplier Facilities. Hilton or the applicable Eligible Recipient shall be financially responsible for long distance calls made by Hilton personnel and Supplier Personnel from Hilton Facilities (with the express understanding that such calls will be directed to a Supplier Facility in the United States and then routed to their ultimate destination over Supplier's network).

7. TAXES

Each Party shall be financially responsible for taxes as and to the extent provided in **Section 11.3** of the MSA.

8. MISCELLANEOUS

This Agreement, including any Supplement executed hereunder, shall not impose any minimum volume or minimum revenue requirements on Hilton. Unless otherwise specified in a Supplement, there are no restrictions on Hilton's right under **Section 4.5** of the MSA to in-source or use third parties for the provision of the Services.

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY, INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

EXHIBIT 5

HUMAN RESOURCES PROVISIONS

Hilton Draft October 3, 2022

EXHIBIT 5
HUMAN RESOURCES PROVISIONS

RESERVED

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

EXHIBIT 6

GOVERNANCE

EXHIBIT 6

GOVERNANCE

1. Introduction

- 1.1 **Agreement.** This Exhibit 6 (this “**Exhibit**”) is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) (the “**Master Agreement**”).
- 1.2 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Exhibit and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with Section 21.13 of the Master Agreement.
- 1.3 **References.** All references in this Exhibit to articles, sections and exhibits shall be to this Exhibit, unless another reference is provided.
- 1.4 **Definitions.** Terms used in this Exhibit with initial capitalized letters but not defined in this Exhibit shall have the respective meanings set forth in Exhibit 1 to the Master Agreement, or as otherwise set forth in the Agreement.
- 1.5 **Introduction.** This Exhibit 6 describes a framework and processes for management of the Parties’ working relationships and performance of Services through:
 - (a) Service management by the Hilton Relationship Manager and the Supplier Account Manager and their respective subordinates;
 - (b) Oversight by the Hilton Relationship Manager and the Supplier Account Manager, and joint Executive and Operations Committees described below (supplemented by such other or special committees as the Parties may deem advisable from time to time); and
 - (c) Resolution of questions, differences of opinion or interpretation identified as such in writing by either Party (collectively, “**Issues**”) through orderly, mutually agreed processes.

2. Governance Objectives and Responsibilities

- 2.1 **Governance Objectives.** The Parties agree and acknowledge that the governance committees and processes in this Exhibit will be developed and implemented so as to achieve the following objectives:
 - (a) To have access to critical skills and resources;
 - (b) To maintain control of quality and effectiveness of the Services, including developing, monitoring and maintaining integrated processes such as project management and change management;
 - (c) To set requirements, monitor results and encourage account management that demonstrates positive support of Hilton’s business objectives, fostering a proactive and innovative approach to improving the value of the Services, characterized by beneficial behaviors that strengthen the quality of the business relationship between the Parties;
 - (d) To oversee both Parties with respect to the commitments contained in the Agreement;
 - (e) To establish and document required procedures and processes;

- (f) To administer the billing and invoicing process established in the Agreement;
- (g) To oversee the execution of the Transition Services under the applicable Supplement;
- (h) To oversee the integration of Hilton and Supplier processes;
- (i) To clarify and make explicit the decision rights, accountabilities, roles and responsibilities between the Parties, including:
 - (1) making clear the governance-related obligations, roles and responsibilities between Hilton and Supplier; and
 - (2) resolving problems that cannot be resolved in the ordinary course of providing the Services.

Notwithstanding any contrary language set forth herein, nothing in this Exhibit is intended by the Parties to (i) expand or reduce the scope of Hilton's or Supplier's performance obligations under the Agreement, or (ii) to alter any Service Level or other performance standard. A failure to meet any of the governance objectives or other obligations set forth herein shall not be deemed a breach of the Agreement.

2.2 Overall Responsibilities.

- (a) Hilton's responsibilities with respect to the governance of the relationship between the Parties will be to:
 - (1) Staff an organization with personnel focused on the work of governance as described in this Exhibit;
 - (2) Facilitate and negotiate changes to the scope of Services, Service Levels, Charges and other components of the Agreement;
 - (3) Manage any disputes between the Parties in accordance with **Article 19** of the Master Agreement;
 - (4) To the extent that Hilton deems necessary, provide a set of principles, guidelines and processes for the management of the relationship between the Parties and the performance of their respective obligations under the Master Agreement and the applicable Supplement;
 - (5) Work to resolve all problems, Issues or exceptions arising in connection with the performance of the Services; and
 - (6) Facilitate Hilton business unit and stakeholder participation in the governance protocols, processes and relationship management activities as reasonably necessary.
- (b) Supplier's responsibilities with respect to the governance of the relationship between the Parties will be to:
 - (1) Staff an effective organization with personnel focused on the work of governance as described in this Exhibit;
 - (2) Facilitate and negotiate changes to the scope of Services, Service Levels, Charges and other components of the Agreement;
 - (3) Resolve and manage any disputes between the Parties in accordance with **Article 19** of the Master Agreement;

- (4) Provide appropriately experienced and skilled personnel focused on the work of governance as described in this Exhibit;
- (5) Implement and maintain Services policies and procedures in accordance with the Master Agreement and the applicable Supplement;
- (6) Comply with the principles, guidelines and processes described in **Section 2.2(a)(4)** above;
- (7) Effectively and efficiently work to resolve all problems, Issues or exceptions arising in connection with the performance of the Services; and
- (8) Encourage and facilitate Supplier business unit and stakeholder participation in the governance protocols, processes and relationship management activities as reasonably necessary.

3. Governance Roles And Responsibilities

3.1 Hilton Key Governance Roles and Responsibilities.

- (a) The lead individual for Hilton's governance organization will be the "**Hilton Relationship Manager**", who will have the responsibilities described in the following table.

Role	Key Responsibilities
Hilton Relationship Manager	<ul style="list-style-type: none"> • Manage the overall relationship with Supplier. • Provide leadership and guidance to the Hilton governance organization. • Work with the Supplier Account Manager to progress the goals and objectives of the arrangement. • Work to resolve escalated issues in accordance with the governance escalation procedures set forth in the Process and Procedures Manual. • Provide liaison activities and guidance with Supplier's corporate executive leadership in regard to the strategic needs of Hilton.

- (b) Other Hilton governance positions, together with descriptions of the roles and responsibilities of such positions and the names of the individuals filling them as of the Effective Date, may be set forth in the applicable Supplement.

3.2 Supplier Key Governance Roles and Responsibilities.

- (a) The lead individual for Supplier's governance organization will be the "**Supplier Account Manager**", who will have the responsibilities described in the following table.

Role	Key Responsibilities
Supplier Account Manager	<ul style="list-style-type: none"> • Retain complete authority and responsibility for Services from Supplier to Hilton in accordance with the Master Agreement and each Supplement. • Manage the overall relationship between Supplier and Hilton. • Cause Supplier to fulfill its obligations under the Master Agreement and each Supplement. • Work with the Hilton governance team to establish, manage, and meet commitments, requirements, and expectations.

- (b) Other Supplier governance positions, together with descriptions of the roles and responsibilities of such positions and the names of the individuals filling them as of the Effective Date, may be set forth in the applicable Supplement.
- 3.3 **Governance Roles under Supplements.** Additional governance positions, descriptions of the roles and responsibilities for such positions and the names of the individuals who will fill them may be set forth in the applicable Supplement, if applicable.
- 4. **Administrative Matters**
 - 4.1 **Notice, Agendas and Minutes.** Except to the extent otherwise requested by Hilton, Supplier shall prepare and distribute notices and agendas for committee and other meetings, draft and circulate minutes, and maintain complete records of all meetings (including agendas, proposals, action taken, minutes and the like). Any such notices, agendas, minutes and other records, as well as any presentations to be made at committee or other meetings, (collectively, “**Meeting Records**”) shall be subject to Hilton’s review and approval, and Supplier shall update such Meeting Records to incorporate any comments from Hilton. Meeting Records shall be maintained by Supplier centrally and electronically, using a Hilton-provided web-site, e-room or other, similar means equally accessible at all times to committee members and other responsible management of both Parties.
 - 4.2 **Committee Action.** The Parties will (i) deal in good faith, and (ii) use reasonable efforts to reach agreement on Issues and other matters from time to time considered; provided, however, that the Parties shall comply with any applicable requirements under the Agreement, including **Article 19** of the Master Agreement, in resolving any such Issues or other matters.
 - 4.3 **Meetings.** Meetings of the governance committees shall be scheduled at reasonable times and places and at the intervals specified in **Article 4** below, or as otherwise agreed by the Parties. Committee and other meetings may (with both Parties’ consent) be conducted by conference telephone call, video conference, or other means that permit all participants to hear one another.
 - 4.4 **Appointments.** Subject to and without limiting Supplier’s obligations with respect to Supplier Personnel (including Key Supplier Personnel) elsewhere in the Agreement, the Parties reserve the right to designate such persons as they may from time to time deem advisable to fill committee and other positions designated by this Exhibit. Alternates may be designated to attend and act in case of illness, vacation or other unavoidable absence. Replacements and alternates shall have comparable seniority, experience and authority.

5. Governance Committees

The Parties shall establish the following joint committees to oversee performance under the Agreement and delivery of Services, with the membership and responsibilities specified below.

5.1 Executive Committee.

<i>Executive Committee</i>	
Membership	<p><u>Hilton</u></p> <ul style="list-style-type: none"> • Relationship Manager • [Others TBD] <p><u>Supplier</u></p> <ul style="list-style-type: none"> • Chief Operating Officer • Business Leader • Operating Leader • Account Manager • Relationship Manager <p>Others by invitation or approval of the Hilton Relationship Manager.</p> <p>Additional member(s) may be added later in accordance with the Change Control Procedures.</p>
Responsibilities	<ul style="list-style-type: none"> • Review performance reports for the most recent quarter; • Manage strategy, policies and the Parties' relationship; • Work to resolve any outstanding Issues (including those unresolved by the Operations Committee or the Hilton Relationship Manager and the Supplier Account Manager) or other matters that are referred by the Operations Committee or the Hilton Relationship Manager and the Supplier Account Manager; • Consider long-term strategies for the Services; • During the Transition Period, oversee completion of the Transition Services and related activities; • Such other matters as the Parties desire.
Meetings Frequency	Quarterly (or more frequently if required or reasonably requested by Hilton).
Quorum	At least three (3) members from each Party.

5.2 **Operations Committee.**

<i>Operations Committee</i>	
Membership	<p><u>Hilton</u></p> <ul style="list-style-type: none"> • Relationship Manager • Process Lead • [Others TBD] <p><u>Supplier</u></p> <ul style="list-style-type: none"> • Service Delivery Leader • Operational Managers • Account Manager <p>Others by invitation or approval of the Hilton Relationship Manager.</p> <p>Additional member(s) may be added later in accordance with the Change Control Procedures.</p>
Responsibilities	<ul style="list-style-type: none"> • Review performance reports against Service Levels and address any resultant issues; • Review Root Cause Analysis results; • Approve and monitor Service improvement plans; • Day-to-day management of operations and performance (including Service delivery, changes and Projects); • Review staffing plans including changes, additions and attrition and including plans, actions and programs aimed at enhancing performance and mitigating attrition impacts; • Review and agree upon annual Services volume forecasts and any subsequent refreshes, per <u>Schedule D</u>; • Review non-staffing plans (including, among others, the disaster recovery plan and test results); • Review Supplier Key Personnel changes as permitted by Article 8 of the MSA; • Escalate any issues that cannot be resolved by this forum to the Executive Committee; • Discuss and, if possible, resolve any outstanding Issues; • During the Transition Period, manage successful, timely completion of Transition Services and related activities; • Such other matters as the Parties desire.
Meetings Frequency	<p>Monthly (or more frequently if required or reasonably requested by Hilton).</p> <p>Weekly during the Transition Period (or more frequently if required or reasonably requested by Hilton).</p>
Quorum	At least three (3) members from each Party.

5.3 **Contract and Commercial Management Committee.**

<i>Contract and Commercial Management Committee</i>	
Membership	<p><u>Hilton</u></p> <ul style="list-style-type: none"> • Relationship Manager • Governance Lead • [Others TBD] <p><u>Supplier</u></p> <ul style="list-style-type: none"> • Account Manager • Governance Lead • [Others TBD] <p>Others by invitation or approval of the Hilton Relationship Manager.</p> <p>Additional member(s) may be added later in accordance with the Change Control Procedures</p>
Responsibilities	<ul style="list-style-type: none"> • Review compliance with contractual requirements concerning governance, service management, change management and financial management (for example, timely issue of meeting minutes, service level reports, invoices, etc.); • Work to resolve any contract related escalations or issues; • Escalation point for any issues pertaining to the agreement of contractual documentation; • Oversee formal agreement and recording of commercial agreements reached between the Parties; • Oversee negotiation, approval and sign off of proposed amendments to the provisions of the Master Agreement (subject always to formal recording per the Change Control Procedures); • Work to resolve any commercial disputes; • Review and work to resolve escalated issues, or agreement to escalate issues to the Operations Committee or the Executive Committee; • Review financial insights to assist to drive operational efficiencies; • Address forward looking items (e.g. upcoming volume changes), as informed by the Service delivery leaders; • Review and approve monthly financial performance budgets, actuals, and forecasts with respect to the applicable Services; • Review and approval of billing profile Reports; • Review service performance reports and reconciliation/agreement of Service Credits; and • Such other matters as the Parties desire.
Meetings Frequency	Fortnightly
Quorum	At least one (1) member from each Party.
Inputs	<ul style="list-style-type: none"> • Service Levels Reports. • Forecast and actual volumes tracker. • Change Control Procedures summary. • Other inputs as required.
Outputs	<ul style="list-style-type: none"> • Summary report of forecast annual Charges versus actual Charges and supporting rationale.

<i>Contract and Commercial Management Committee</i>	
	<ul style="list-style-type: none"> • Agreed items for escalation to the Operations Committee or the Executive Committee. • Meeting minutes.

5.4 Change Control Board.

<i>Change Control Board</i>	
Membership	<p><u>Hilton</u></p> <ul style="list-style-type: none"> • Lead • Governance Lead • Relationship Manager • [Others TBD] <p><u>Supplier</u></p> <ul style="list-style-type: none"> • Operating Lead • Account Manager • [Others TBD] <p>Others by invitation or approval of the Hilton Relationship Manager.</p> <p>Additional member(s) may be added later in accordance with the Change Control Procedures.</p>
Responsibilities	<ul style="list-style-type: none"> • Review and final approval for change requests (encompassing Services and Projects) presented <p>All of the above to be executed in accordance with the provisions of the Change Control Procedures.</p>
Meetings Frequency	Monthly
Quorum	At least two (2) members from each Party.
Inputs	<ul style="list-style-type: none"> • Up to date change request log summarizing all change requests and their current status. • Change request documents. • Other inputs as required. • Minutes and action tracker from previous meeting.
Outputs	<ul style="list-style-type: none"> • Change requests reviewed are designated accepted, rejected or requiring additional, information. • Change Control Procedures summary, showing status of change requests in summary view suitable for provision to Operational Committees and Contract and Commercial Committee. • Production and approval status. • Meeting minutes.

- 5.5 **Other Committees.** The Parties, acting through the Hilton Relationship Manager and the Supplier Account Manager, or any of the foregoing committees, may from time to time establish such other committees or other joint working groups as they may deem advisable.

6. **Additional Governance Requirements**

When adding and/or removing Hilton properties from scope under each Supplement, the Parties shall use Hilton's central list of all properties under Hilton's management (the "**Hilton Master Property List**") as updated from time to time by Hilton and provided electronically to Supplier upon each such update. Additional governance requirements, if any, that will apply to a particular Supplement will be described in such Supplement.

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

EXHIBIT 7

DIRECT HILTON COMPETITORS

EXHIBIT 7**DIRECT HILTON COMPETITORS****1. Introduction**

1.1 Agreement. This Exhibit 7 (this "**Exhibit**") is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the "**Parties**" and each, a "**Party**") (the "**Master Agreement**").

1.2 Precedence of Obligations. The Parties acknowledge that certain obligations may be set forth in both this Exhibit and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with Section 21.13 of the Master Agreement.

1.3 References. All references in this Exhibit to articles, sections and exhibits shall be to this Exhibit, unless another reference is provided.

1.4 Definitions. Terms used in this Exhibit with initial capitalized letters but not defined in this Exhibit shall have the meanings given them in Exhibit 1 to the Master Agreement or otherwise in the Agreement.

2. DIRECT HILTON COMPETITORS.

As of the Effective Date, Direct Hilton Competitors include each of the following Entities and their respective Affiliates, brands, managed properties, franchisees, and licensees:

- 25hours Hotel Company
- Accor Group
- Airbnb
- Al-Bahar Group
- Aman Resorts International
- APA Group
- Apple Leisure Group
- Aria Resort & Casino LLC
- Auberge Resorts LLC
- Baglioni Hotels S.p.A.
- Banyan Tree Holdings Limited
- Benchmark Hospitality International
- Best Western International, Inc.
- Boscolo Hotels S.p.A.
- Boyd Gaming Corporation

- Brunei Investment Agency
- BTG Homeinn Hotel Group
- Budget Inn company
- Budget Suites of America company
- Bulgari Hotels & Resorts
- Carlson Rezidor Hotel Group
- Casa Andina Hoteles, Centara Hotels & Resorts
- Caesars Entertainment Corporation
- China Lodging Group Limited (Huazhu Hotels Group)
- Choice Hotels International
- Club Med company
- COMO Group
- Couples Resorts company
- Crown Resorts, Dalata Hotel Group
- Denihan Hospitality Group Hotels
- Drury Hotels Company, LLC
- Dusit Thani Group
- Elegant Hotels Group
- Ennismore
- EQT Partners
- Extended Stay America, Inc.
- Fattal Holdings
- First Folio Hospitality Group
- Four Seasons Hotels and Resorts
- G6 Hospitality LLC
- Galaxy Entertainment Group
- Generator Hostel London Ltd.
- GIC Private Limited, APG

- Great Eagle Holdings Limited
- General Hotel Management (GHN) Ltd.
- Genting Group
- Green Tree Inns Hotel Management Group, Inc.
- Groupe Lucien Barrière
- Grupo Iberiostar Hotels & Resorts
- Grupo Real Turismo Hotels
- H10 Hotels company
- Hard Rock Hotels
- Homeinns Co., Ltd.
- Hongkong and Shanghai Hotels, Limited
- Hong Leong Group
- Hoshino Resorts Inc.
- Host Hotels & Resorts, Inc.
- Hotel Representative, Inc.
- Hotusa Group
- Hyatt Hotels Corporation
- InterContinental Hotels Group (IHG)
- Interstate Hotel & Resorts
- InTown Suites, Inc.
- Jin Jiang International
- Joie de Vivre Hospitality
- Jumeirah Group
- Kempinski Hotels S. A.
- Keystone Lodgings Holdings Limited
- Langham Hospitality Group
- Las Vegas Sands Corporation
- La Quinta Holdings

- Lifestyle Holidays Group
- Loews Hotels Holding Corp.
- Lotte Corporation
- Louis Vuitton Moet Hennessy (LVMH)
- Magnuson Hotels
- Mandarin Oriental Hotel Group
- Marriott International
- MCR
- Melco Resorts & Entertainment Limited
- Melia Hotels International S.A.
- MGM Resorts International
- Minor International PCL
- Morgans Group Hotels
- NH Hotel Group
- Noble House Hotels & Resorts
- Okura Nikko Hotel Management
- Omni Hotels & Resorts
- Pan Pacific Hotels & Resorts
- Paradores de Turismo de Espania S.A.
- Park Hotels & Resorts Inc.
- Penn National Gaming Inc.
- Preferred Hotels and Resorts
- Queensgate Investments
- Radisson Hotel Group
- Red Lion Hotels Corporation
- Red Roof Inns Inc.
- Relais & Châteaux entity
- Ritz-Carlton Hotel Company

- RIU Hotels & Resorts
- Rixos Hotels company
- Rocco Forte Hotels
- Rosewood Hotel Group
- Sandals Resorts International
- SJM Holdings Limited
- Shangri-La Hotels and Resorts
- Sharan Pasricha
- Sheraton Hotels and Resorts
- Shilo Inns Suites Hotels
- Small Luxury Hotels of the World Management Limited
- Soneva Hotel Group
- Seibu Holdings, Inc.
- St. Regis Hotels company
- Sonesta International Hotels
- Tata Group
- The Ascot Limited
- The Oberoi Group
- The Oriental Land Company, Limited
- The Walt Disney Company
- Tokyu Group
- Tokyo Inn Co. Ltd.
- Travelodge Hotels Limited
- Treebo Hotels company
- TRT Holdings
- Trump brand hotels companies
- Vail Resorts
- Vantage Hospitality

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- Varde Partners
- Viceroy Hotel Group
- Warwick Hotels and Resorts
- Westgate Resorts
- Westin Hotels & Resorts
- Whitbread plc
- Wyndham Hotels Group

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

**PINNACLE
COMMUNICATIONS
CORPORATION**

Effective as of March 1, 2023

EXHIBIT 8

DISENGAGEMENT SERVICES

EXHIBIT 8

DISENGAGEMENT SERVICES

1. Introduction

1.1 **Agreement.** This Exhibit 8 (this “**Exhibit**”) is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) (the “**Master Agreement**”).

1.2 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Exhibit and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with Section 21.13 of the Master Agreement.

1.3 **References.** All references in this Exhibit to articles, sections and exhibits shall be to this Exhibit, unless another reference is provided.

1.4 **Definitions.** Terms used in this Exhibit with initial capitalized letters but not defined in this Exhibit shall have the respective meanings set forth in Exhibit 1 to the Master Agreement, or as otherwise set forth in the Agreement.

1.5 The terms of this Exhibit shall apply to any Disengagement Services required to be provided by Supplier under the Agreement and shall be in addition to, not in lieu of, Supplier’s responsibilities for Disengagement Services under the MSA.

2. Disengagement Plan

2.1 Disengagement Plan

(a) The Disengagement Plan shall state all the tasks to be undertaken in order to orderly transfer the Services, the completion date for each disengagement task, the acceptance criteria to be applied by Hilton when evaluating the disengagement results, the assignment of responsibilities between the Parties and any special resources to be provided by Hilton. The Disengagement Plan shall also state the goals of each stage of disengagement.

(b) Supplier shall prepare and deliver to Hilton (in accordance with the timeframe reasonably requested by Hilton) a Disengagement Plan for Hilton’s review, comment and approval. Supplier shall address and resolve any questions or concerns Hilton may have as to the Disengagement Plan and incorporate any modifications, additions or deletions to such Disengagement Plan requested by Hilton in order to obtain Hilton approval.

(c) The Disengagement Plan shall include:

- (i) The overall approach
- (ii) The key activities and operating results
- (iii) The acceptance criteria linked to such results
- (iv) The data for the stages linked to such results

(v) An outline of how Supplier intends to work with Hilton or Hilton’s designee(s) to ensure an orderly transfer of the Services (the risks considered shall be clearly stated and an explanation shall be provided for how Supplier’s solution and approach will reduce the impact of these risks)

(vi) Requirements for collaboration with Hilton or Hilton's designee(s) to ensure an orderly transition of the Services

(vii) Roles and responsibilities of the Parties during the Disengagement Services period. Supplier shall clearly define roles and responsibilities and include resources required.

(viii) The description of the disengagement for each function, including the methodology for the transfer of knowledge between Supplier Personnel and the personnel who will be responsible for providing the Services in the future

(ix) Identification of risks in the transfer process, risk minimization strategies and preventive measures

(x) How the quality and level of the Services and the Service Levels will be achieved during the Disengagement Services period

(xi) Considerations and work in the fields of security, disaster recovery and contingency planning during the Disengagement Services period

(xii) Process description from Supplier as to how access to critical infrastructures and Equipment is limited to authorized personnel

(xiii) Description from Supplier as to how insufficiently documented systems and Equipment are treated

(xiv) Description of change and release management, including all approvals and certifications by Hilton

(xv) Supplier's description of the process for checking the Disengagement Plan, including the terms which state that Hilton may monitor such process

(d) Supplier shall expressly indicate in the Disengagement Plan the extent to which Hilton Software was used.

(e) As part of the Disengagement Plan, Supplier shall submit a proposed diagram of how the transfer of the Services will be organized and assured key positions.

(f) Until the Disengagement Plan is complete, Supplier shall take appropriate action to update the Disengagement Plan, including the impacts of issues which can be identified by Supplier and Hilton. Supplier shall also propose changes to the Disengagement Plan when asked to do so by Hilton at appropriate intervals. Changes to the Disengagement Plan must be approved by Hilton in writing.

3. **Specific Disengagement Services**

3.1 **Knowledge Transfer.** Supplier will transfer to Hilton and/or its designee(s) knowledge regarding the affected Services, Hilton's requirements and related topics so as to facilitate the provision of the affected Services by Hilton and/or its designee(s) or third party suppliers, as applicable, in accordance with the terms of the Agreement. Such knowledge transfer shall include:

(a) Supplying information regarding the Services as reasonably necessary to implement the Disengagement Plan, and providing such information regarding the Services as reasonably necessary for Hilton and/or its designee(s) or third party service suppliers, as applicable, to assume responsibility for continued performance of the Services in an orderly manner so as to minimize disruption in the operations of Hilton, including (i) relevant documentation; and (ii) key support contacts (names, business

phone numbers, fax numbers, e-mail addresses and business postal addresses) of Hilton, Third Party Contractors and Supplier Personnel during the disengagement of the affected Services;

(b) Supplying information concerning Equipment, non-proprietary Software, types and skills of Supplier Personnel, third parties, and other resources used by Supplier to provide the Services to Hilton under the Agreement, as may be reasonably necessary for Hilton and/or its designee(s) or Third Party Contractors, as applicable, to assume responsibility for the affected Services;

(c) Providing reasonable access in person and/or by telephone to Hilton Personnel during and for a reasonable period of time following the Disengagement Services period (including any active Supplier Personnel involved in performing the Services during the six (6) months preceding Supplier's receipt of the notice of termination or non-renewal of the Agreement);

(d) Explaining the extent and nature of the impact of legal and regulatory requirements compliance, known to Supplier, if any, on the affected Services;

3.2 Transfer of Resources. In addition to and without limiting Supplier's obligations under the Agreement, Supplier shall provide all reasonable assistance required for the transfer to Hilton or its designee(s) of the resources required to perform the affected Services (including, without limitation, Equipment, non-proprietary Software and Third Party Contracts) and requested or approved by Hilton for transfer. Such assistance shall include at a minimum:

(a) Identifying any third party services which are required by Hilton and/or its designee(s) to perform the affected Services;

(b) Providing asset listings for Equipment and, subject to limitations set forth in the Agreement, Software owned or licensed by Supplier, its subcontractors and/or Hilton used to perform the affected Services;

(c) Transferring to Hilton any licenses of Third Party Materials and any Third Party Contracts used by Supplier in connection with the performance of the Services;

(d) Using commercially reasonable efforts to assist Hilton to obtain any Required Consents from third parties and thereafter assign to Hilton and/or its designee(s) or Third Party Contractors, as applicable, Equipment Leases leased by Supplier or its Subcontractors at Hilton's cost and expense;

(e) Providing all user and other documentation relevant to Equipment owned or leased by Hilton that is in Supplier's possession. At its option, Hilton may assume responsibility under any maintenance agreements for such Equipment to the extent such responsibilities relate to periods after the Disengagement Services period;

(f) Working with Hilton and/or its designee(s) to minimize or eliminate any potential termination or transfer fees or taxes that might be incurred as a result of any transition of Services; and

(g) Performing administrative functions required to effect the assignment of Equipment, Third Party Software and Third Party Contracts, which are required by Hilton and/or its designee(s) or Third Party Contractors, as applicable, to perform the Services, and to which Hilton is entitled under the Agreement, including transferring billing, executing legal documents, and performing other necessary functions.

3.3 Operational Transfer. Supplier shall perform all activities requested by Hilton pursuant to the terms of the Agreement reasonably required to effect a smooth transfer of operational responsibility for the affected Services. These activities shall include:

(a) Providing any trouble logs that Hilton does not already have, reporting back at least twelve (12) months prior to the expiration date of the Agreement or the effective date of termination, as applicable, and returning any other Authorized User information collected or maintained as part of the Services as such exists as of the expiration date of the Agreement or the effective date of termination, as applicable;

(b) Providing reasonable assistance in identifying alternate sources of resources, including skilled labor and spare Equipment parts;

(c) Providing for the orderly hand-off of ongoing projects, including a listing of current and planned projects, as well as all Equipment ordered or in-process. With respect to each project, Supplier shall document the current status, stabilize for continuity during transfer, and provide reasonable training to achieve transfer of responsibility without loss of momentum;

(d) Continuing to perform work on projects where specific project statements of work have been defined, unless requested by Hilton to disengage from specific projects.

(e) Providing documentation used by Supplier and necessary to provide the affected Services, including technical documentation, in electronic media, to the extent available, or if not available in electronic media, then in hardcopy;

(f) Providing documentation for and delivering to Hilton, Hilton Data and Hilton databases specific to the affected Services; Supplier shall provide data to Hilton in a mutually agreeable format.

(g) Providing continued access to Supplier tools and other related technology solutions until the transition has been successfully completed to the new provider.

(h) Transferring security processes and tools (to the extent required under the Agreement), including cataloging and tendering all badges and keys, documenting ownership and access levels for all passwords, and instructing Hilton and/or its designee(s) or Third Party Contractors, as applicable, in the use and operation of security controls;

(i) Providing and coordinating assistance to Hilton in notifying relevant third parties of the procedures to be followed prior to, during, and after the Disengagement Services period;

(j) Returning to Hilton any remaining property of Hilton in Supplier's possession or under Supplier's control, including any remaining reports, Hilton Data, Hilton Materials and other Confidential Information of Hilton;

(k) Cooperating with Hilton's test plans, back out procedures, and contingency plans as part of the transition

(l) In conjunction with Hilton, conducting a rehearsal of the transition prior to cutover, as requested by Hilton;

(m) After the migration, providing additional assistance using commercially reasonable efforts and as reasonably requested by Hilton in support of continuity of operations; and

(n) Freezing all system changes, unless otherwise requested by Hilton.

3.4 **Human Resources Transfer.** Supplier shall provide all reasonable assistance to allow Hilton to evaluate whether to hire substitute personnel resources to perform the affected Services. This shall include:

- (a) Providing a current account organizational chart by individual Supplier Personnel assigned to perform the Services;
- (b) Providing a listing of the positions and, with respect to non-dedicated Supplier Personnel, the amount of time spent to provide the Services; and
- (c) Identifying any then-current or anticipated personnel resource requirements.

4. Managing and Monitoring the Disengagement

4.1 Managing and Monitoring the Disengagement. Supplier is responsible for managing, monitoring and implementing the Disengagement Plan. This involves the following:

- (a) proactive detection, monitoring and management of all significant risks or problems associated with the disengagement, including:
 - (b) working out a risk minimization plan for the risks detected during the disengagement
 - (c) setting up formal strategies for risk minimization
 - (d) taking preventive measures
 - (e) working out contingency plans for quickly recovering from actual or potential incidents
 - (f) management (including project management), coordination and planning of all aspects of the disengagement (regardless of whether the corresponding services are provided by Supplier, Hilton or third parties),
 - (g) monitoring the progress of all disengagement tasks and responsibilities (regardless of whether they are the responsibility of Supplier, Hilton or third parties) compared with the Disengagement Plan and immediate escalation of shortfalls (or potential shortfalls) in fulfilling tasks or taking on responsibility from Hilton, including the shortfalls of Hilton or third parties,
 - (h) rectification of incidents or problems which arise in relation to the disengagement,
 - (i) definition of an escalation process which should be applied when there is a shortfall in a part or element of the disengagement,
 - (j) establishment as soon as possible of the necessary communication and interfaces between Supplier, Eligible Recipients, third parties who provide Services which are being replaced by new services on the disengagement date, and Subcontractors, and
 - (k) in cases where workshops are needed to effect the disengagement, initiation, administration and management of workshops (including providing Hilton with details of the timetable, location and proposed agenda for workshops).

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

EXHIBIT 9

SPECIFIC LAWS AND REGULATIONS

EXHIBIT 9**SPECIFIC LAWS AND REGULATIONS****1. Introduction**

- 1.1 **Agreement.** This **Exhibit 9** (this “**Exhibit**”) is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) (the “**Master Agreement**”).
- 1.2 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Exhibit and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with **Section 21.13** of the Master Agreement.
- 1.3 **References.** All references in this Exhibit to articles, sections and exhibits shall be to this Exhibit, unless another reference is provided.
- 1.4 **Definitions.** Terms used in this Exhibit with initial capitalized letters but not defined in this Exhibit shall have the respective meanings set forth in **Exhibit 1** to the Master Agreement, or as otherwise set forth in the Agreement.

2. Anti-Bribery.

- 2.1 Supplier and its Affiliates, subsidiaries, directors, officers, employees, representatives, consultants, and all other persons acting on its behalf will at all times comply with any applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the “**Anti-Corruption Laws**”).
- 2.2 In connection with any aspect of this Agreement or any other transaction involving Hilton, neither Supplier nor any of its Affiliates, subsidiaries, directors, officers, employees, representatives, consultants, or other person acting on its behalf will take any action, directly or indirectly, that may result in a violation of the Anti-Corruption Laws by Supplier or Hilton, including, without limitation, making, offering, authorizing, or promising any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or giving of any other thing of value, regardless of form or amount, to any (i) foreign or domestic government official or employee, (ii) employee of a foreign or domestic government-owned or government-controlled entity, (iii) foreign or domestic political party, political official, or candidate for political office, or (iv) any officer or employee of a public international organization, to obtain a competitive advantage for any party or to receive favorable treatment in obtaining or retaining business. Should Supplier learn or have reason to know that conduct has or may have occurred in violation of this provision, it will immediately notify Hilton.
- 2.3 At Hilton’s request, Supplier and any of its Affiliates, subsidiaries, directors, officers, or employees that perform tasks pursuant to this Agreement will certify in writing that they have not engaged in conduct in violation of **Section 1.1** or **Section 1.2** of this **Section 1 (Anti-Bribery)**. In no event will Hilton be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to violate the Anti-Corruption Laws.

3. Anti-Money Laundering.

Supplier represents and warrants that it is and will remain in compliance with all applicable anti-money laundering laws and regulations, including the U.S. Bank Secrecy Act, as amended by Title III, International Money Laundering and Anti-Terrorist Financing Act of 2001, of the USA PATRIOT Act of 2001, as may be amended from time to time (“**AML Laws and Regulations**”).

4. Trade Sanctions.

Supplier represents and warrants that neither it (including any and all of its directors and officers or persons having a controlling interest in Supplier) nor its funding sources are restricted persons or subject to trade restrictions administered by U.S. Office of Foreign Assets Control, as may be amended from time to time, that Supplier is not directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government, and that Supplier is not acting on behalf of a government of any country that is subject to such an embargo.

5. Export Control / Anti-Boycott.

Supplier represents that it is in full compliance with all applicable Laws of the United States as well as other foreign government laws and regulations concerning the exportation of any products or technology, including those administered by, without limitation, the United States Department of Commerce, the United States Department of State, and the United States Department of the Treasury. Supplier is also in full compliance with the applicable anti-boycott regulations administered by the United States Department of Commerce, and all applicable laws and regulations administered by the Bureau of Customs and Border Protection in the United States Department of Homeland Security.

6. Notice Concerning the Equal Employment Opportunity Policy and Affirmative Action Obligations of Hilton.

- 6.1 Under regulations promulgated by the U.S. Department of Labor’s Office of Federal Contract Compliance Programs, Hilton, as a federal government contractor, must send written notice of company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part. See 41 CFR 60-741.44(f)(1), 41 CFR 60-300.44(f)(1). This notice is being provided in accordance with that obligation.
- 6.2 As part of Hilton’s compliance with federal Equal Employment Opportunity and Affirmative Action regulations, Hilton hereby notifies Supplier that Hilton is an equal opportunity employer that makes employment decisions without regard to race, religion, color, national origin, citizenship, sex, veteran's status, age or disability status and that Hilton takes affirmative steps to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Hilton further notifies Supplier that, as an entity supplying goods and/or services to Hilton, Supplier may be subject to, and required to take action pursuant to, the following laws and accompanying regulations:
 - (a) Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60);
 - (b) The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300);
 - (c) Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741); and,
 - (d) Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

Hilton Draft October 3, 2022

- 6.3 The equal employment opportunity clauses within each of the above regulations, as applicable, are included by reference in this Agreement.

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

ANNEX 1

FORM OF SUPPLEMENT

Supplement No. [●]

This Supplement No. [●] (the “**Supplement**”) is entered into by and between Hilton Domestic Operating Company Inc., a Delaware corporation having a principal place of business in McLean, Virginia (“**Hilton**”) and [Supplier] a [●] corporation having a place of business in [●] (“**Supplier**”), pursuant to and subject to that certain Master Services Agreement dated as of [●], 2022 by and between Hilton and Supplier (the “**MSA**”), the terms of which are incorporated herein by reference. Except as expressly set forth in this Supplement, all terms and conditions of the MSA shall govern the obligations of Hilton and Supplier under this Supplement.

This Supplement describes the Services Supplier shall perform and deliver in accordance with this Supplement and the MSA.

IN WITNESS WHEREOF, Hilton and Supplier have each caused this Supplement to be executed by its duly authorized representative, effective as of the Supplement Effective Date set forth in **Section 2** below.

Hilton Domestic Operating Company Inc.

By: _____
Print Name: _____
Print Title: _____
Date: _____

[Supplier]

By: _____
Print Name: _____
Print Title: _____
Date: _____

1. Introduction.

Supplier has carefully reviewed Hilton’s requirements and has performed the due diligence it deems reasonably necessary prior to execution of this Supplement.

2. Supplement Term.

The term of this Supplement shall begin on [●], 2022 (“**Supplement Effective Date**”) and continue for a period of [●] months following the Supplement Commencement Date, unless extended or terminated earlier in accordance the terms of the Agreement (“**Supplement Term**”).

3. Definitions.

Any capitalized terms used in this Supplement or its Schedules or Attachments but not defined herein or in **Schedule A** (Supplement Definitions) shall have the meaning ascribed to such terms in **Exhibit 1** (Definitions) or otherwise in the Agreement.

4. Services.

Supplier shall provide the Services to Hilton and the Eligible Recipients in accordance with the Agreement (including Exhibits and Attachments thereto) as it may be modified and/or supplemented in this Supplement (including the Schedules and Attachments hereto).

5. Deviations from the Master Services Agreement.

In accordance with **Section 21.13** of the MSA, the following are deviations to the MSA and any Exhibits (or Attachments to Exhibits).

[●]

6. Hilton Facilities.

Hilton shall provide the Hilton Facilities described below for use by Supplier in providing Services under this Supplement.

[●]

7. Supplier Facilities.

Supplier may use the following Supplier Facilities to provide the Services specified for such facility:

Facility Name and Address	Services to be Provided From Facility

8. Services

The Services set forth in **Schedule B** are in scope under this Supplement.

9. Software.

The following Software shall be provided by Hilton and Supplier, which will be used to provide Services under this Supplement:

Hilton Provided Software

#	Hilton Owned Software	
#	Hilton Licensed Third Party Software	Required Consents (Hilton/Supplier) *

* Indicates the Party with primary financial and administrative responsibility for obtaining any Required Consent.

Supplier Provided Software

#	Supplier Owned Software	
#	Supplier Licensed Third Party Software	

10. Hilton Provided Equipment.

In accordance with **Section 6.5(e)** of the MSA, Hilton shall provide Supplier with the following Hilton owned and/or Hilton leased Equipment for the specified period solely for and in connection with the provision of Services under this Supplement.

Hilton Facility Location	Quantity	Description of Hilton Provided Equipment	Duration	Required Consents (Hilton/Supplier) *

* Indicates the Party with primary financial and administrative responsibility for obtaining any Required Consent.

11. Third Party Contracts.

The Third Party Contracts that are in-scope Third Party Contracts under this Supplement are:

#	Third Party Contract	Required Consents (Hilton/Supplier) *

* Indicates the Party with primary financial and administrative responsibility for obtaining any Required Consent.

12. Key Supplier Personnel.

In accordance with **Section 8.1** of the MSA, the following positions shall be held by Key Supplier Personnel and the Key Supplier Personnel listed for each such position are approved as of the Supplement Effective Date.

Position	Key Supplier Personnel	Committed Period	Level of Effort	Location

13. Subcontractors.

In accordance with **Section 9.11** of the MSA, Supplier may use the following Subcontractors to provide the Services specified for such Subcontractor:

Subcontractor	Description/Scope of Services	Location	Subcontractor Audit Restrictions (if any)

14. Managed Third Parties.

The following constitute Managed Third Parties pursuant to **Section 4.5(c)** of the MSA:

Managed Third Party	Description	Expiration Date	Permanent / Temporary	Re-Sourcing Responsibility	Pass-Through Expense or included in Charges

15. Termination/Expiration Rights.

In accordance with **Section 6.5(c)** of the MSA, Hilton consents to Supplier's use of the following Third Party Software licenses, Equipment leases or Third Party Contracts for Supplier's provision of the Services pursuant to this Supplement, notwithstanding Supplier's inability to obtain the rights and assurances specified below that are otherwise required by **Section 6.5(c)** of the MSA.

#	Third Party Software licenses, Equipment leases or Third Party contracts	Rights/Assurances Supplier Not Able to Provide

16. Reports.

As part of the Services under this Supplement, Supplier shall provide to Hilton following Reports, in accordance with **Section 9.2** of the MSA:

[•]

17. Industry Standards, Certifications and Compliance.

Pursuant to **Section 9.4(d)** of the MSA, Supplier has achieved and, to the extent relevant, will maintain certification or compliance with the following industry standards:

[●]

18. Schedules and Attachments.

The following Schedules and Attachments that are indicated with a checkmark are appended to this Supplement and are hereby incorporated by reference:

Included Attachments	Schedule or Attachment	Title of Schedule or Attachment
<input type="checkbox"/>	Schedule A	Definitions
<input type="checkbox"/>	[●]	[●]
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Hilton Draft October 3, 2022

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

ANNEX 2

FORM OF COMPANION AGREEMENT

Annex 3**Form of Companion Agreement****COMPANION AGREEMENT TO
MASTER SERVICES AGREEMENT****[Country]**

This Companion Agreement – **[Country]** (this “**Companion Agreement**”) is entered into effective **[]**, 20**[]** (the “**Companion Agreement Date**”), by and between **[]**, with an office at **[]** (“**Local Customer**”), and **[]**, with an office at **[]** (“**Local Supplier**”).

R E C I T A L S:

WHEREAS, Hilton Domestic Operating Company Inc. (“**Hilton**”) and **[]** (“**Supplier**”) have entered into that certain Master Services Agreement dated as of **[]** (together with its Exhibits and Annexes, as each may be amended, modified or supplemented from time to time, the “**MSA**”).

WHEREAS, Hilton and Supplier have also entered into, under the MSA, certain Supplements (together with its Schedules, as each may be amended, modified or supplemented from time to time, the “**Supplements**”) pursuant to which Supplier has agreed to perform certain Services for Hilton under the terms and conditions of such Supplements (the “**Supplement Services**”).

WHEREAS, the MSA contemplates the provision of certain services in various countries around the world, including **[name of country where the Local Customer is located]** (the “**Country**”) and that Hilton (or an Eligible Recipient designated by Hilton) and Supplier (or an Affiliate of Supplier) shall enter into a Companion Agreement for the provision of such services; and

WHEREAS, the purpose of this Companion Agreement is to set forth the terms and conditions for Local Supplier’s provision of the services under the Supplement to Local Customer in the Country.

NOW THEREFORE, in consideration of the promises contained in this Companion Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Customer and Local Supplier (collectively, the “**Local Parties**”) agree as follows:

1. GENERAL

- 1.1 Incorporation of MSA and Supplements.** This Companion Agreement is entered into under the provisions of the MSA and the Supplements, and except as provided below, all of the terms and provisions of the MSA and the Supplements are incorporated into this Companion Agreement by this reference, as such terms and conditions apply solely with respect to the provision of, and payment for, Local Services.
- 1.2 Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Companion Agreement and in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with **Section 21.13** of the MSA.
- 1.3 References.** All references in this Companion Agreement to articles, sections and exhibits shall be to this Companion Agreement, unless another reference is provided.

- 1.4 Definitions.** Capitalized terms used in this Companion Agreement, to the extent not otherwise defined in this Companion Agreement, shall have the same meanings as in the MSA or the applicable Supplement.
- 2. TERM.** The term of this Companion Agreement shall commence on the Companion Agreement Date and shall continue thereafter until the expiration or termination of the applicable Supplement, unless this Companion Agreement is terminated earlier in accordance with the terms of the Agreement or by agreement of the Local Parties.
- 3. LOCAL SERVICES.** During the term of this Companion Agreement, Local Supplier shall provide to Local Customer, in the Country, the Supplement Services and any other services described in a Work Order executed by the Local Parties (collectively, “**Local Services**”). Local Supplier shall provide all Local Services in the manner and in accordance with the Service Levels set forth in the Supplements and any such Work Orders. Local Supplier also shall timely perform or cause to be performed the obligations of Supplier specified in the MSA and the Supplements that are applicable or relevant with respect to Local Services.
- 4. LOCAL CUSTOMER OBLIGATIONS.** The Local Customer shall timely perform or cause to be performed the obligations of Hilton specified in the MSA and the Supplements that are applicable or relevant with respect to the Local Services.
- 5. CHARGES**
- 5.1 Charges for Local Services.** The Charges for the Local Services are set forth in the applicable Supplement or the applicable Work Order executed by the Local Parties.
- 5.2 Taxes.** Unless otherwise specified in this Companion Agreement, the responsibilities of each Local Party for taxes arising under or in connection with this Companion Agreement shall be as set forth in **Section 11.3** of the MSA. Without limiting the rights and obligations in **Section 11.3** of the MSA, Local Customer shall have the rights and responsibilities of “Hilton” and Local Supplier of “Supplier”, as appropriate, under such **Section 11.3** of the MSA in applying this Companion Agreement.
- 5.3 Invoicing and Payment Terms.** Unless otherwise specified in this Companion Agreement, the responsibilities of each Party for invoicing and payment for the Local Services shall be as set forth in the MSA and the applicable Supplement. Additionally, the Charges for the Local Services will be invoiced by Local Supplier to Local Customer at the addresses identified below in accordance with **Section 12.1** of the MSA and the applicable Supplement:
- [redacted]
[address]
Attention: [redacted]
- With a copy to:
[redacted]
[address]
Attention: [redacted]]
- 6. ADDITIONAL PROVISIONS.** The additional terms set forth in **Attachment 1** to this Companion Agreement, if any, shall be applicable to this Companion Agreement.
- 7. DISPUTES.** For avoidance of doubt, any dispute arising under this Companion Agreement shall be resolved in accordance with the provisions of **Article 19** of the MSA (except as provided therein or herein with respect to a Local Dispute).

8. **LOCAL DISPUTES; JURISDICTION OVER LOCAL DISPUTES.** The Local Parties acknowledge and agree that local disputes under this Companion Agreement shall include any dispute with respect to (a) a provision of this Companion Agreement that is expressly required by the Laws of [name of country] to be subject to specific Laws of [name of country] and the applicability of such specific Laws is not subject to contractual waiver or limitation or (b) any provision set forth in **Section 1** of this Companion Agreement (“**Local Disputes**”). The Local Parties agree to submit to the exclusive jurisdiction of the courts located in [name of city], [name of country] with respect to any Local Dispute under this Companion Agreement (including any request for preliminary injunctive relief or other provisional or interim measures with respect to a Local Dispute under this Companion Agreement).
9. **GOVERNING LAW.** Except with respect to Local Disputes, this Companion Agreement and performance under it shall be governed by and construed in accordance with the applicable Laws of United States of America and the State of New York, United States of America, without giving effect to any choice-of-law provision or rule (whether of such state or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. The Parties expressly opt out of the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The election of the Laws of New York for this purpose shall not operate or be construed to result in the extraterritorial application of any Laws of New York or the United States of America unrelated to the interpretation of contracts. With respect to Local Disputes, this Companion Agreement and performance under it will be governed by and construed in accordance with the applicable Laws of [name of country] without giving effect to any choice-of-law provision or rule (whether of [name of country] or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction.
10. **SERVICE OF PROCESS**

- 10.1 **Local Customer.** Solely for the purposes of service of legal process or receipt of any notice or notification of writ or other judicial proceedings, in relation to any judicial proceedings, in each case in accordance with **Articles 8** and **9**, Local Customer irrevocably appoints the company identified below as its agent for service of legal process and receipt of any such notice, notification, writ, or pleading, and further elects domicile at the address of such company identified below:

In the case of Local Customer:

[redacted]
[address]
Attention: [redacted]

With a copy to:

[redacted]
[address]
Attention: [redacted]

- 10.2 **Local Supplier.** Solely for purposes of service of legal process or receipt of any notice or notification of writ or other judicial or arbitration proceedings, in each case in accordance with **Articles 8** and **9**, Local Supplier irrevocably appoints the company identified below as its agent for service of legal process and receipt of any such notice or notification, and further elects domicile at the address of such company identified below:

In the case of Local Supplier:

[redacted]
[address]
Attention: [redacted]

With a copy to:

[redacted]
[address]
Attention: [redacted]

11. **COUNTERPARTS AND HEADINGS.** This Companion Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The Article and Section headings used in this Companion Agreement are for reference and convenience only and shall not be considered in the interpretation of this Companion Agreement.
12. **SEVERABILITY.** In the event that any provision of this Companion Agreement conflicts with the Law under which this Companion Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties hereto, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable Law. The remaining provisions of this Companion Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by Law.
13. **LANGUAGE.** This Companion Agreement and all documents contemplated hereby or relating shall be translated into an official language of [name of country] if required by Law, but in the event of inconsistencies or conflicts the English versions of this Companion Agreement and such documents shall prevail.
14. **ENTIRE AGREEMENT.** Together with the MSA and the Supplements, this Companion Agreement and the Attachment hereto constitute the entire agreement between the Local Parties with respect to the subject matter thereof and hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth therein and herein. This Companion Agreement supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertakings, whether written or oral, with respect to the subject matter contained in this Companion Agreement. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Local Party against which such amendment, modification, change, waiver, or discharge is sought to be enforced (except, however, that amendments to the MSA and/or the Supplements shall be applicable to this Companion Agreement).

SIGNATURE PAGE FOLLOWS

Hilton Draft October 3, 2022

IN WITNESS WHEREOF, Local Customer and Local Supplier have each caused this Companion Agreement to be executed by their respective duly authorized representatives on the dates set forth below to be effective as of the Companion Agreement Date.

[Local Customer]

By: _____

Name: _____

Title: _____

Date: _____

[Local Supplier]

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1

Additional Terms and Conditions

[Insert Additional Terms and Conditions, if applicable.]

Hilton Draft – October 3, 2022

Annex 3**Form of Participation Agreement****PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT, including all exhibits, schedules, attachments and annexes hereto ("**Participation Agreement**"), is entered into effective [REDACTED], 202[REDACTED] (the "**Effective Date**") by [Insert full legal name of Hilton Affiliate] ("**Participating Entity**") and [REDACTED] ("**Supplier**") pursuant to, and will be governed by, the terms and conditions of that certain Master Services Agreement between Hilton Domestic Operating Company Inc. ("**Hilton**") and Supplier having as its effective date is [REDACTED], 202[REDACTED] (the "**MSA**," and together with the Exhibits and Supplements thereto, the "**Agreement**") [a copy of which is attached to this Participation Agreement as **Attachment A**]. **[NOTE TO HILTON AND SUPPLIER: Determine whether any portion of the copy of the Agreement attached should be redacted for purposes of confidentiality, etc.]** Participating Entity and Supplier are each referred to individually herein as a "**Party**" and, collectively, as the "**Parties**". In consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, Supplier and Participating Entity hereby agree as follows:

1. Definitions. Unless otherwise specifically defined in this Participation Agreement, capitalized terms used herein will have the meanings given them in the Agreement.

2. Relationship to the Agreement.

2.1 Pursuant to **Section 2.3** of the MSA, the Participating Entity joins in the Agreement for the purposes of acknowledging and agreeing to be bound by, and receiving the benefits of, the terms of the Agreement to the full extent of the rights, duties and responsibilities of Hilton therein solely in connection with Supplier's performance of or delivery to Participating Entity, and Participating Entity's receipt of, the Services identified in this Participation Agreement.

2.2 This Participation Agreement incorporates the Agreement (other than any Supplements that are unrelated to the services for which this Participation Agreement is being entered into) and, solely for purposes of this Participation Agreement, all references in the Agreement, as incorporated into this Participation Agreement, (i) to "Hilton" will be deemed references to the Participating Entity and (ii) to "Party" and "Parties" will be deemed references to such Participating Entity and Supplier, individually and collectively.

2.3 Participating Entity is solely responsible for the performance of all of its obligations, including payment, under this Participation Agreement. No act or omission of Participating Entity or Supplier under or in connection with this Participation Agreement will have any impact or effect on the Agreement or on the respective rights and obligations of Hilton and Supplier under the Agreement.

3. No Hilton Liability. Hilton has, and will, have no liability or obligation whatsoever in connection with this Participation Agreement, including with respect to Participating Entity's performance, payments, acts, or omissions under or related to this Participation Agreement.

4. Inapplicable Terms of the Agreement.

4.1 Notwithstanding the provisions of Section 2 of this Participation Agreement and solely as described below, but subject in all cases to Section 4.2 below, the following provisions of the Agreement will not apply to

Participating Entity or to the provision of Services by the Supplier to Participating Entity under this Participation Agreement, as the case may be (such provisions, the “**Inapplicable Provisions**”):

[Insert here references to the applicable provisions, if any]

4.2 In no event will **Section 4.1** of this Participation Agreement or the identification in this Participation Agreement of any provision of the Agreement as an Inapplicable Provision or as otherwise being inapplicable or without effect modify, reduce or eliminate any restrictions in the Agreement on Supplier’s use of any of the following (as defined in the Agreement without giving effect to this Participation Agreement): (i) Hilton Confidential Information, (ii) Hilton Data, (iii) Hilton Marks and (iv) Hilton Intellectual Property.

5. No Breach of the Agreement. Notwithstanding anything to the contrary, nothing in this Participation Agreement is intended to cause or enable, and nothing in this Participation Agreement will be interpreted as causing or enabling, Supplier to breach any terms of the Agreement.

6. Notices. In addition to being provided to Hilton as required under **Section 21.3** (Notices) of the MSA (without giving effect to this Participation Agreement), all notices to Participating Entity under this Participation Agreement will also be provided by Supplier to:

Participating Entity’s Recipient of Notices Under this Participation Agreement:		With a copy to be sent at the same time to:	
Name:	<i>[To Be Completed by Participating Entity]</i>	Name:	<i>[To Be Completed by Participating Entity]</i>
Title:	<i>[To Be Completed by Participating Entity]</i>	Title:	<i>[To Be Completed by Participating Entity]</i>
Address:	<i>[To Be Completed by Participating Entity]</i>	Address:	<i>[To Be Completed by Participating Entity]</i>
Telephone:	<i>[To Be Completed by Participating Entity]</i>	Telephone:	<i>[To Be Completed by Participating Entity]</i>
Facsimile:	<i>[To Be Completed by Participating Entity]</i>	Facsimile:	<i>[To Be Completed by Participating Entity]</i>
Email:	<i>[To Be Completed by Participating Entity]</i>	Email:	<i>[To Be Completed by Participating Entity]</i>

[Signatures on the following page]

By the signature of its respective authorized representative, each of the Parties acknowledges the receipt, value and sufficiency of the consideration for such Party entering into this Participation Agreement and agrees to be bound by all of the terms hereof.

PARTICIPATING ENTITY:



By: _____

Name: _____

Title: _____

Date: _____

SUPPLIER:



By: _____

Name: _____

Title: _____

Date: _____

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SUPPLEMENT NO. 1

CONNECTED ROOM SERVICES

Supplement No. 1

This Supplement No. 1 (the “**Supplement**”) is entered into by and between Hilton Domestic Operating Company Inc., a Delaware corporation having a principal place of business in McLean, Virginia (“**Hilton**”) and Pinnacle Communications Corporation a Maryland corporation having a place of business in Germantown, Maryland (“**Supplier**”), pursuant to and subject to that certain Master Services Agreement dated as of March 1, 2023 by and between Hilton and Supplier (the “**MSA**”), the terms of which are incorporated herein by reference. Except as expressly set forth in this Supplement, all terms and conditions of the MSA shall govern the obligations of Hilton and Supplier under this Supplement.

This Supplement describes the Services Supplier shall perform and deliver in accordance with this Supplement and the MSA.

IN WITNESS WHEREOF, Hilton and Supplier have each caused this Supplement to be executed by its duly authorized representative, effective as of the Supplement Effective Date set forth in **Section 2** below.

Hilton Domestic Operating Company Inc.

By:

Print Name:

Print Title:

Date:

DocuSigned by:

Linda Theisen

1B5647D148154ED

Linda Theisen

Vice President

March 9, 2023

PINNACLE COMMUNICATIONS CORPORATION

By:

Print Name:

Print Title:

Date:

DocuSigned by:

Justin Hannesson

CC708A3EA1F447F...

Justin Hannesson

Partner/Operations

March 8, 2023

1. Introduction.

Supplier has carefully reviewed Hilton's requirements and has performed the due diligence it deems reasonably necessary prior to execution of this Supplement.

2. Supplement Term.

The term of this Supplement shall begin on March 1, 2023 ("**Supplement Effective Date**") and continue for a period of 60 months following the Supplement Effective Date unless extended or terminated earlier in accordance the terms of the Agreement ("**Supplement Term**"). The Supplement Term shall automatically renew for two (2) 12 month terms (each an "**Extension Term**") unless Hilton gives Supplier not less than 60 days prior written notice before the commencement of an Extension Term that it does not want such Extension Term to occur. Supplier shall give Hilton not less than 90 days prior written notice of the commencement of each Extension Term.

3. Definitions.

Any capitalized terms used in this Supplement or its Schedules or Attachments but not defined herein or in **Schedule A** (Supplement Definitions) shall have the meaning ascribed to such terms in **Exhibit 1** (Definitions) or otherwise in the Agreement.

4. Services.

Supplier shall provide the Services to Hilton and the Eligible Recipients in accordance with the Agreement (including Exhibits and Attachments thereto) as it may be modified and/or supplemented in this Supplement (including the Schedules and Attachments hereto).

5. Services

The Services set forth in **Schedule B** are in scope under this Supplement.

6. Key Supplier Personnel.

In accordance with **Section 8.1** of the MSA, the following positions shall be held by Key Supplier Personnel and the Key Supplier Personnel listed for each such position are approved as of the Supplement Effective Date.

Position	Key Supplier Personnel	Committed Period	Level of Effort	Location
Relationship Manager	Eric Hannesson	5 Years	Stakeholder	Fargo, ND
Program Manager	Stacy Hoffman	5 Years	Manager	Fargo, ND

7. Subcontractors.

In accordance with **Section 9.11** of the MSA, Supplier may use the following Subcontractors to provide the Services specified for such Subcontractor:

Subcontractor	Description/Scope of Services	Location	Subcontractor Audit Restrictions (if any)

8. Schedules and Attachments.

The following Schedules and Attachments that are indicated with a checkmark are appended to this Supplement and are hereby incorporated by reference:

Included Attachments	Schedule or Attachment	Title of Schedule or Attachment
X	Schedule B	Services Description
X	Schedule C	Pricing and Financials

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE B TO SUPPLEMENT NO. 1

CONNECTED ROOM

SERVICE DESCRIPTION

SCHEDULE B

SERVICE DESCRIPTION

1. Introduction

This **Schedule B** (this “**Schedule**”) is attached to and incorporated by reference into Supplement No. 1 to that certain Master Services Agreement by and between Hilton Domestic Operating Company Inc., a Delaware corporation (“**Hilton**”) and Pinnacle Communications Corporation (“**Supplier**”) (the “**Master Agreement**” or “**MSA**”).

1.1 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Schedule and elsewhere in the Master Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with **Section 21.13** of the MSA.

1.2 **References.** All references in this Schedule to articles, sections and exhibits shall be to this Schedule, unless another reference is provided.

1.3 **Definitions.** Terms used in this Schedule with initial capitalized letters but not defined in this Schedule shall have the respective meanings set forth in **Schedule A** to this Supplement No. 1, Exhibit 1 to the Master Agreement, or as otherwise set forth in the Master Agreement.

2. **Executive Overview.** Supplier shall perform the Services described in this **Schedule B** and the MSA (collectively, the “**Connected Room Services**”) in connection with the implementation of Connected Room infrastructure for Properties which have entered into Participation Agreements with Supplier under the MSA.

3. **Prerequisites.** The following are prerequisites to Supplier’s performance of the Connected Room Services:

3.1 **Unonet.** The property must have Hilton Unonet with Meraki equipment installed and operating properly before the installation of Connected Room can begin.

3.2 **Participation Agreement.** Supplier must have entered into a Participation Agreement with that Property.

3.3 **Information Gathering.** Supplier must undertake information gathering to determine cost, scope and inventory of equipment needed for installation. This information must be presented to the Property point of contact for review and confirmation. Supplier will follow the requirements in the **CR_GoldenRoom_GimletEdition_v2.2** or newer document that can be obtained from Hilton (the “**Survey and Installation Specifications**”). The Survey and Installation Specifications document may be updated from time to time by Hilton. Below are additional items to confirm the hotel’s infrastructure is compatible with Connected Room.

- TV model must be LG or Samsung hospitality model with a Pro:Idiom chip, MPI/ECI data port for remote control functionality, and USB cloning. Hotels with cat6/IPTV must have a Smart TV. Hotels can find a list of certified models and brand standard information at www.HiltonHDTV.com.
- Free-to-guest TV system must have a headend unit with coax or cat6 connected directly to the TV to be reconnected to the Hilton Edge Controller. Other set-top-boxes are not compatible.
- Power outlet for TV and Edge Controller must always be hot and never controlled by a master switch.

3.4 **Fixed Price and Installation Schedule** Supplier must propose to Property a fixed price proposal (“**Proposal**”) for the installation of Connected Room in all of the Guest Rooms designated by the Property and Property must have accepted that Proposal. That Proposal must be incorporated into the Participation Agreement. Supplier’s Proposal will include the price of all hardware that will be installed and will include a schedule for performance of the installation services, including the date by which all of the Connected Room Services will be completed. The Proposal will be consistent with the MSA and this **Schedule B** and will not include as preconditions

or contingencies to Supplier's performance the performance by Property, or occurrence of any events, that are not within the full control of the Property.

4. **Interface with Insight.** Insight USA Inc. ("**Insight**") will be the sole provider of the equipment to be installed under the Connected Room Services. Before starting the installation services Supplier will coordinate with Hilton for a call with Insight to discuss how Insight and Supplier will interact to order the equipment for each of the Properties that will be receiving the Connected Room Services. Supplier will comply with the Insight and Hilton requirements.

5. **Use of Hilton Service Now Instance.** At Hilton's direction Supplier will use Hilton's instance of Service Now ("**Service Now**") as the issue ticketing system related to the Connected Room Services, to record Supplier's performance against the Service Levels associated with the Connected Room Services, and for such other purposes as are identified by Hilton to Supplier. Hilton will provide Supplier with the necessary access and directions to use Service Now for these purposes.

6. **Equipment Staging.** Supplier must take the following steps in connection with the equipment to be installed:

6.1 Unpack and visually inspect all of the equipment.

6.2 Ensure all equipment is new and not refurbished or used. Refurbished or used equipment must be sent back to the equipment provider for replacement with new equipment.

6.3 Test (including load test) all equipment to ensure proper functionality. Any equipment or equipment components that do not pass testing must be sent back to the equipment provider for repair or replacement. Equipment that fails load testing should never be installed at the Property.

6.4 Install the proper configurations on all equipment.

7. **Proper Staffing.** Supplier will ensure that all members of its implementation team are skilled and experienced in services similar to the Connected Room Services. Supplier will ensure that proper Supplier expertise is onsite at the Property during the deployment and that its team members are properly supervised. Supplier will not permit any of its contractors or subcontractors to invoice the Property.

8. **Model Guest Room.** Supplier will first install the equipment required by Connected Room Services in a model guest room, test all aspects of the equipment operations and confirm proper installation and performance to the Property. Upon the Property's agreement Supplier will commence installing Connected Room in all of the other guest rooms agreed to by the Property.

9. **Deployment Steps and Tasks.** Supplier must follow the procedures set out in the Survey and Installation Specifications document.

10. **Deployment Steps and Tasks.** Tasks performed by Supplier Team Leads.

10.1 **Manage Technicians.** Manage technicians during deployment.

10.2 **EC Inventory.** Manage EC inventory during deployment.

10.3 **Escalation.** Escalate deployment issues to Property or Supplier expert, as the case may warrant.

10.4 **Report.** Provide, on each day of the installation, an end of day report to the Supplier Project Manager, identifying all guest rooms in which installation have been completed successfully and any problems that have prevented successful installation.

11. **Deployment Steps and Tasks.** Tasks performed by Supplier Project Manager.

11.1 **Manage Supplier Teams.** Have overall responsibility for managing the Supplier staff on Property.

11.2 **Liase with Property.** Liase with Property point of contact, including by providing at the end of each day a written report identifying the number of guest rooms successfully completed compared against the overall schedule agreed with the Property prior to commencement of the Connected Room Services. Project Manager will also provide guidance to the Property regarding Property network issues thereby enabling the Property to interface with their UnoNet support provider.

11.3 **Quality Check.** Confirm that Connected Room in each completed guest room operates properly.

12. **Performance.**

12.1 **Installation Time Frames.**

(a) Properties having under 500 guest rooms in which installation must be made: Installation services must be completed within five (5) days from commencement.

(b) Properties having more than 500 guest rooms and less than or equal to 1,000 guest rooms in which installation must be made: Installation services must be completed within ten (10) days from commencement.

(c) Properties having over 1,000 guest rooms in which installation must be made: Installation services must be completed within fifteen (15) days from commencement.

12.2 **Installation Error Remediation.** Supplier will return to the Property to remediate (fix) any incomplete, incorrect or unsuccessful Connected Room Services, including without limitation installation that don't operate properly (each, a "**Non-Conformity**") within three (3) days of being notified by the Property of such Non-Conformity. Supplier will fix each Non-Conformity within five (5) days of being told about it by the Property and will do so at no charge to the Property. If remediation activities require entry by Supplier into 10% or more of the Property's guest rooms to fix Non-Conformities the Property may deduct 25% from the Supplier's charges for the Connected Room Services.

12.3 **Supplier Warranty.** Supplier warrants that it will fix all Non-Conformities for the first 90 days after completion at no charge.

13. **Service Levels and Acceptance.** Supplier will perform the Services such that they meet or exceed the applicable service levels contained in Exhibit 3 – Service Level Methodology. Supplier and the Property will follow the acceptance procedures contained in Exhibit 3 – Service Level Methodology.

14. **Accommodations.** At the discretion of the Property, the Property may provide complementary, double occupancy rooms for the Supplier's installation team. All other expenses incurred by the Supplier installation team will be paid by the Supplier team members or the Supplier.

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE C to SUPPLEMENT No. 1

Connected Room Services

PRICING AND FINANCIAL PROVISIONS

SCHEDULE C TO SUPPLEMENT NO. 1
PRICING AND FINANCIAL PROVISIONS

1. Introduction

1.1 **Agreement.** This Schedule C to Supplement No.1 (this “**Schedule**”) is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) (the “**MSA**” or the “**Agreement**”).

1.2 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Schedule and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with Section 21.13 of the MSA.

1.3 **References.** All references in this Schedule to articles, sections and exhibits shall be to this Schedule, unless another reference is provided.

1.4 **Definitions.** Terms used in this Schedule with initial capitalized letters but not defined in this Schedule shall have the respective meanings set forth in Exhibit 1 to the MSA, or as otherwise set forth in the Agreement.

2. General

2.1 In addition to the requirements specified in the MSA (including Articles 11 and 12 of the MSA), this Schedule contains pricing and financial provisions applicable to Services to be provided under the MSA. There shall be no Charges to Hilton except those expressly provided for in the Agreement.

2.2 The following Attachment is attached to this Schedule C and is hereby incorporated by reference:

Attachment C-1 (Pricing)

Supplier may charge Charges for the Services up to and equal to those amounts listed in Attachment C-1 but may not charge amounts in excess of those amounts listed in Attachment C-1.

3. Charges, Credits and Payments

3.1 Generally.

Each Party is financially responsible for all costs and expenses associated with its responsibilities under the Agreement, including the applicable Supplement, unless the MSA or such Supplement expressly states otherwise.

The Charges shall fully compensate Supplier for providing the Services. Hilton will not be required to pay Supplier any amounts for the Services in addition to the Charges.

All Charges will be computed on a calendar month basis (prorated for any partial month), unless the MSA or the applicable Supplement expressly states otherwise.

3.2 Pricing Models.

The following are pricing models which may be applied to each Supplement:

(a) **Standard Time & Materials (T&M):** The Charges will be calculated by multiplying the number of productive hours expended by each billable resource by the rate specified in the applicable Supplement (a “**Standard T&M Structure**”).

(b) **Fixed Fee:** This may take the form of a fixed base Charge for a defined scope of Services or a fixed charge for an approved Project (a “**Fixed Fee Structure**”). In either case, the fixed fee shall be invoiced, in accordance with the applicable Supplement, (i) in installments over the term of the Supplement, (ii) based upon Acceptance of milestone Deliverables, (iii) using a percentage of completion model, or (iv) as otherwise specified in the applicable Supplement. For the avoidance of doubt, the Services must be provided even if Supplier has incorrectly estimated the resources or level of effort required to perform such Services. With respect to Services to be performed on a fixed fee basis, Supplier shall provide a breakdown of the estimated effort required to complete each milestone or Deliverable, by resource category, skill type, skill level, location, or as otherwise listed in a Statement of Work and/or the applicable Supplement. The fixed fee must be based on the applicable rates, with an additional disclosed risk contingency applied as appropriate.

(c) **Capped T&M:** The Charges will be determined in accordance with this Schedule or the applicable Statement of Work, but may be subject to specified cap. (a “**Capped T&M Structure**”). The cap represents the maximum amount that may be charged, even if the resources or productive hours required to perform the Services would otherwise have resulted in higher charges. For the avoidance of doubt, Supplier must complete the Services even if it incorrectly estimated the resources or level of effort required to perform such Services.

(d) **Flex Pool:** Hilton may elect to pay a fixed monthly charge for a defined pool of FTE resources to perform Project Services (“**Flex Pool**”). The Flex Pool may consist of both dedicated and virtual resources. The fixed monthly charge will be calculated on a T&M basis based on a defined discount from the specified labor rates. Hilton may increase or decrease the size of the Flex Pool by providing notice at least fifteen (15) days in advance. Hilton also can reduce any Flex Pool to zero without incurring any Termination Charges.

3.3 Travel Expenses

Except as provided below, Supplier shall not be entitled to reimbursement of travel expenses incurred by Supplier Personnel in connection with Supplier’s performance of the Services.

To the extent a particular Supplement or Order expressly provides for reimbursement by Hilton of actual and necessary travel expenses reasonably incurred by Supplier Personnel, such reimbursement shall be subject to and in accordance with the terms set forth below:

(a) Except as provided in subsection (h), Hilton shall not be obligated to reimburse Supplier for travel expenses incurred by Supplier Personnel in traveling to or from or residing in the metropolitan area in which the Hilton Facility to which he or she is principally assigned is located.

(b) In addition, under no circumstances shall Hilton be obligated to reimburse Supplier for travel expenses incurred by Supplier Personnel in performing such Services (i) at a Hilton Facility located within fifty (50) miles of that individual's place of residence or (ii) from any Supplier Facility.

(c) Unless otherwise expressly provided in the applicable Supplement, Supplier shall not be entitled to reimbursement of travel expenses in connection with Services.

(d) Unless otherwise expressly approved by Hilton, to the extent a Supplement or Order for Services to be performed under a Standard T&M Structure or Capped T&M Structure provides for reimbursement of travel expenses, the travel expenses to be reimbursed by Hilton shall not exceed the cap to be agreed upon and specified in such Supplement or Order.

(e) Supplier and Supplier Personnel shall adhere to the Hilton travel policy with respect to travel expenses to be reimbursed by Hilton.

(f) Hilton shall not be obligated to pay or reimburse Supplier or Supplier Personnel for travel time.

(g) It is also understood and agreed that any air transportation reimbursable hereunder shall be coach-economy and that any entertainment by or on behalf of Supplier Personnel shall be at no cost to Hilton.

(h) Supplier shall invoice monthly, in arrears, for reasonable travel expenses necessarily and actually incurred by Supplier in the performance of the Services and for which it is entitled to reimbursement under this provision. Such expenses shall be invoiced on an Out-of-Pocket Expense basis, without Supplier markup.

(i) Supplier shall provide copies of supporting documentation for all invoiced travel expenses. Supplier also shall provide a summary report of expenses broken down by major categories. Eligible Recipient-specific requirements for this report may vary by Supplement.

3.4 Non-Chargeable Overhead Functions

The performance of contract management, contract administration and other such overhead functions is included in Supplier's base rates and other applicable Charges. Accordingly, time expended by Supplier Personnel in the performance of such functions is not separately chargeable by Supplier. The following are examples of overhead functions that are not separately chargeable by Supplier:

- (a) Performing Supplier back office functions.
- (b) Supplier account management office or program management office.
- (c) Supplier managers (excluding Project managers to the extent responsible for and involved in the delivery of Services under a specific Project).
- (d) Service Level administration, monitoring, metrics/measurement, and reporting as required by the Agreement, including the applicable Supplement.
- (e) Preparation of Supplements and/or proposals.
- (f) Resource management or administration, staffing, HR-related functions.
- (g) Supplier financial management.
- (h) Administrative functions, including administrative assistants and/or secretaries, promotion, publicity, and internal management.
- (i) Management reporting to the extent required by the MSA.

- (j) Planning-related activities (including technology, business, financial/budget, data center capacity and support).
- (k) Training of Supplier Personnel.
- (l) Implementation and customization of standard project management processes and methodologies.
- (m) Activities and tools implemented by Supplier either at its discretion or as required to meet its obligations under the Agreement.
- (n) Work to develop action plans as a result of any Supplier performance failures.
- (o) Support of any chargeback or allocation of Supplier's invoice to the extent required by the Agreement.

4. ADJUSTMENTS FOR INFLATION AND DEFLATION

4.1 The Supplier will calculate and apply the Economic Change Adjustment ("ECA") as described below following the twelfth (12th) month after the commencement of providing Services under Schedule B ("Services Commencement Date"). The ECA will be payable on a prospective basis (for example, the actual inflation for the Services for year 3 of the term ("Services Year 3") will determine the ECA that may be applicable to fees payable during Services Year 4). The ECA shall be applicable only to the charges for Services provided after installation is complete (the "ECA Affected Charges"). The ECA will not apply to one-time charges, project charges (unless otherwise provided in the statement of work for the project), pass through expenses and termination charges. The ECA will be determined as soon as practicable after the end of each Services Year using the formula below (the "ECA Factor"). An ECA Factor will be established for each Services Year in accordance with the calculations set forth below and be applicable for each month within such Services Year.

4.2 The Parties agree to use the Consumer Price Index-All Urban Consumers (current series) released by the Bureau of Labor Statistics, U.S. Department of Labor for purposes of determining inflation (the "Price Index"). For Schedule B, the "Base Month" shall be the calendar month preceding the Services Commencement Date. In the event such Price Index is no longer published or its content and format is substantially changed, Hilton and the Supplier will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index to another year, Hilton and the Supplier will continue to use the Price Index, but will convert the Base Month Price Index to the new base month/year by using an appropriate conversion formula.

4.3 The Supplier will determine the total aggregate adjustment to the Price Index from the Base Month, subject to the limitations described below to obtain the ECA Factor.

- (a) The Base Month Index is the Price Index as of the Base Month.
- (b) The percentage increase in the Price Index for each Services Year subject to the foregoing limitations (each an "Adjusted Year-to-Year Price Index Percentage" or "AYYPIP") will be determined as follows:
 - (i) if the year-to-year change in the Price Index for a given Services Year is determined to be equal to or less than three percent (3.0%), then such actual year-to-year change in the Price Index will be applied,

(ii) if the year-to-year change in the Price Index for a given Services Year is determined to be greater than three percent (3.0%), then the change in the Price Index shall be deemed to be three percent (3.0%), or

(iii) if the year-to-year change in the Price Index for a given Services Year is determined to be less than zero percent (0.0%) then the change in the Price Index shall be deemed to be zero percent (0.0%).

(c) The ECA Factor will be expressed as a percentage and determined by (i) obtaining the product of (a) 1 plus AYYPIP for the current Services Year and (b) 1 plus AYYPIP for each prior Services Year that was subject to ECA and (ii) subtracting 1 from the result of the calculation in subsection (i).

(d) The ECA Example Table set forth below includes an example of how the ECA Factor is calculated.

4.4 **ECA Calculation.** Hilton The ECA is equal to the ECA Factor times the fees subject to the ECA (as described above) due the Supplier for each month of the Participation Agreement following the twelfth (12th) month after the Services Commencement Date. The ECA will be calculated as follows:

$$\text{ECA} = (\text{ECA Factor}) \times (\text{ECA Affected Charges})$$

The following table sets forth an example of how the ECA, ECA Factor and constituent elements are calculated.

ECA Example Table				
	Services Year 1⁽¹⁾	Services Year 2	Services Year 3	Services Year 4
Starting Price Index	215 Base Month Index	223	221	225
Actual Price Index	223	221	225	227
Actual Percentage Increase in Price Index	3.721%	-0.897%	1.810%	0.889%
Adjusted Year-to-Year Price Index Percentage	3.0%	0.0%	1.810%	0.889%
ECA Factor	3.0%	3.0%	4.864%	5.796%
ECA Affected Charges	\$1,000	\$2,000	\$1,800	\$2,500
ECA	\$18.00	\$36.00	\$52.53	\$86.95

⁽¹⁾ The ECA becomes applicable in the twelfth (12th) month after the Services Commencement Date. For example, if the Services Commencement Date is April 1, 2023, the ECA will not be applicable until April 1, 2023.

In order to determine the ECA Factor applicable to Services Year 4 above:

(a) Determine the Adjusted Year-to-Year Price Index Percentage for each year.

(i) Services Year 1 equals 3.00%, because the AYYPIP is greater than 3% $[(223-215)/215 = 3.721\%]$

(ii) Services Year 2 equals 0.0%, because the AYYPIP is less than 0.0% $[(221-223)/223 = -0.897\%]$

(iii) Services Year 3 equals 1.810% $[(225-221)/221 = 1.810\%]$

(iv) Services Year 4 equals 0.889% $[(227-225)/225 = 0.889\%]$

(b) The ECA Factor for Services Year 4 is determined as follows:

$(1 + .03) \times (1 - .00) \times (1 + .0181) \times (1 + .00889) = 1.05796$ or (5.796%)

The ECA is determined by the product of the ECA Factor and the ECA Affected Charges for each month during the applicable Services Year.

4.5 **Application to Rates.** Each rate card agreed by the Property and Supplier, if any, shall be adjusted following the twelfth (12th) month after the Services Commencement Date by the ECA Factor. For example, if there is a rate for an individual resource equal to \$25, this rate would be equal to \$25.75 for Services Year 2 ($1.03 \times \$25$), \$25.75 for Services Year 3 ($1.03 \times \$25$), \$26.22 for Services Year 4 ($1.04864 \times \$25$), and \$26.45 for Services Year 5 ($1.05796 \times \$25$).

5. INVOICING AND PAYMENT

5.1 Supplier shall invoice Hilton, and Hilton shall pay Supplier, for the Charges in accordance with this **Schedule C** to the MSA, **Article 12** of the MSA and the applicable Supplement.

5.2 Unless otherwise agreed in the applicable Supplement or Companion Agreement, all Charges will be stated, invoiced and paid in United States dollars. Unless otherwise agreed to in the applicable Supplement, the Charges are inclusive of, and shall not be adjusted for any global economic factors, such as currency fluctuations.

6. OUT-OF-POCKET EXPENSES

6.1 Supplier acknowledges that, except as expressly provided otherwise, Out-of-Pocket Expenses that Supplier incurs in performing the Services are included in Supplier's rates and charges and are not separately chargeable or subject to reimbursement.

7. SUPPLIER FINANCIAL RESPONSIBILITIES

7.1 Supplier will provide and be financially responsible for all Software, Equipment, systems, facilities and other resources required to perform the Services (and any upgrades, improvements, replacements or additions thereto) unless Hilton is identified in the MSA or applicable Supplement as responsible for such items.

7.2 Unless otherwise expressly provided in the applicable Supplement, Supplier shall provide and be financially responsible for the Supplier network and the data connections between and among Supplier Facilities. The applicable Supplement shall specify which Party shall provide and be financially responsible (or in the event of the failure of the applicable Supplement to so specify, Provider shall provide and be financially responsible) for the data connection between the Hilton network and the Supplier network (including any costs associated with the establishment of

such connection to the Hilton network), including, in each case, last mile connectivity with primary and backup redundancy. Hilton and/or the applicable Eligible Recipient shall provide and be financially responsible for the internal Hilton/Eligible Recipient network.

7.3 Supplier shall be financially responsible for long distance calls made by Supplier Personnel and, to the extent applicable, Hilton representatives from Supplier Facilities. Hilton or the applicable Eligible Recipient shall be financially responsible for long distance calls made by Hilton personnel and Supplier Personnel from Hilton Facilities (with the express understanding that such calls will be directed to a Supplier Facility in the United States and then routed to their ultimate destination over Supplier's network).

8. TAXES

Each Party shall be financially responsible for taxes as and to the extent provided in **Section 11.3** of the MSA.

9. MISCELLANEOUS

This Agreement, including any Supplement executed hereunder, shall not impose any minimum volume or minimum revenue requirements on Hilton. Unless otherwise specified in a Supplement, there are no restrictions on Hilton's right under **Section 4.5** of the MSA to in-source or use third parties for the provision of the Services.

Non-Billable Items	
Onsite Team Lead Coordination	All of the items listed are included within the line items above and their associated costs
Project Management Services	
Coax RF Testing	
Speed Test	
BLE Test	
QA/Cleanup	
Documentation	
Edge Controller Not Online T-Shoot	

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SUPPLEMENT NO. 2

UNONET AND STAYCONNECTED

Supplement No. 2

This Supplement No. 2 (the “**Supplement**”) is entered into by and between Hilton Domestic Operating Company Inc., a Delaware corporation having a principal place of business in McLean, Virginia (“**Hilton**”) and Pinnacle Communications Corporation a Maryland corporation having a place of business in Germantown, Maryland (“**Supplier**”), pursuant to and subject to that certain Master Services Agreement dated as of March 1, 2023 by and between Hilton and Supplier (the “**MSA**”), the terms of which are incorporated herein by reference. Except as expressly set forth in this Supplement, all terms and conditions of the MSA shall govern the obligations of Hilton and Supplier under this Supplement.

This Supplement describes the Services Supplier shall perform and deliver in accordance with this Supplement and the MSA.

IN WITNESS WHEREOF, Hilton and Supplier have each caused this Supplement to be executed by its duly authorized representative, effective as of the Supplement Effective Date set forth in **Section 2** below.

Hilton Domestic Operating Company Inc.

By:

Print Name:

Print Title:

Date:

DocuSigned by:

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Linda Theisen

Vice President

March 9, 2023

PINNACLE COMMUNICATIONS CORPORATION

By:

Print Name:

Print Title:

Date:

DocuSigned by:



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Justin Hannesson

Partner/Operations

March 8, 2023

1. Introduction.

Supplier has carefully reviewed Hilton's requirements and has performed the due diligence it deems reasonably necessary prior to execution of this Supplement.

2. Supplement Term.

The term of this Supplement shall begin on March 1, 2023 ("Supplement Effective Date") and continue for a period of 60 months following the Supplement Effective Date unless extended or terminated earlier in accordance the terms of the Agreement ("Supplement Term"). The Supplement Term shall automatically renew for two (2) 12 month terms (each an "Extension Term") unless Hilton gives Supplier not less than 60 days prior written notice before the commencement of an Extension Term that it does not want such Extension Term to occur. Supplier shall give Hilton not less than 90 days prior written notice of the commencement of each Extension Term.

3. Definitions.

Any capitalized terms used in this Supplement or its Schedules or Attachments but not defined herein or in **Schedule A** (Supplement Definitions) shall have the meaning ascribed to such terms in **Exhibit 1** (Definitions) or otherwise in the Agreement.

4. Services.

Supplier shall provide the Services to Hilton and the Eligible Recipients in accordance with the Agreement (including Exhibits and Attachments thereto) as it may be modified and/or supplemented in this Supplement (including the Schedules and Attachments hereto).

5. Services

The Services set forth in **Schedule B** are in scope under this Supplement.

6. Key Supplier Personnel.

In accordance with **Section 8.1** of the MSA, the following positions shall be held by Key Supplier Personnel and the Key Supplier Personnel listed for each such position are approved as of the Supplement Effective Date.

Position	Key Supplier Personnel	Committed Period	Level of Effort	Location
Relationship Manager	Eric Hannesson	5 Years	Stakeholder	Fargo, ND
Program Manager	Stacy Hoffman	5 Years	Manager	Fargo, ND

7. Subcontractors.

In accordance with **Section 9.11** of the MSA, Supplier may use the following Subcontractors to provide the Services specified for such Subcontractor:

Subcontractor	Description/Scope of Services	Location	Subcontractor Audit Restrictions (if any)

8. Schedules and Attachments.

The following Schedules and Attachments that are indicated with a checkmark are appended to this Supplement and are hereby incorporated by reference:

Included Attachments	Schedule or Attachment	Title of Schedule or Attachment
X	Schedule A	Definitions
X	Schedule B	Service Description
X	Schedule C	Pricing and Financials

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE A TO SUPPLEMENT NO. 2

STAYCONNECTED

DEFINITIONS

SCHEDULE A

DEFINITIONS

1. Introduction

This **Schedule A** (this “**Schedule**”) is attached to and incorporated by reference into Supplement No. 2 to that certain Master Services Agreement by and between Hilton Domestic Operating Company Inc., a Delaware corporation (“**Hilton**”) and Pinnacle Communications Corporation (“**Supplier**”) (the “**Master Agreement**” or “**MSA**”).

2. Definitions

The following terms, when used in the Agreement, have the meanings specified below.

“**AP**” means wireless access point or Asia Pacific, as the context requires.

“**Authentication System**” means the tool used to authenticate, manage, bill, and administer End User access to the Internet through the GI Services and which provides additional features, functions and business processes.

“**Brand**” means a hotel brand owned by Hilton Worldwide Holdings Inc. (e.g. Hilton, Waldorf Astoria, Conrad, Curio, Canopy, Homewood Suites, Home2 Suites, Hilton Garden Inn, Hampton, Embassy Suites, DoubleTree, Tempo, LXR, Signia, Tapestry, Motto, Tru, and Hilton Grand Vacations).

“**Brand Standards**” - means those standards promulgated by Hilton from time to time for each Brand which must be complied with by all Properties operating under such Brand and by providers performing services for each such Property.

“**CA**” means Centralized Authentication.

“**CA Vendor**” means the Supplier CA subcontractor providing CA services, provided that, in the Exception Countries, CA Vendor refers to Supplier.

“**Central Authentication**” or “**Centralized Authentication**” means the functions required to control and provision Guest access to the Property’s network, including but not limited to landing page, billing mechanisms, and reporting functionality.

“**Conference Areas**” means the areas of a Property that are allocated for conference activities as determined by the Property.

“**End User**” means a user of the StayConnected services, including Guests.

“**Gateway**” means the gateway or other similar device required by the then-current version of the Technical Standards.

“**Guest Internet**” means the Property infrastructure, including equipment and software, that provides Guests access to the internet at the Property, including in the Guest Rooms and Public Spaces.

“**Guest**” means an individual that uses or accesses one or more rooms, conference areas, or other common areas made available by the Property.

“**Guest Room**” means a room that is made available by the Property for overnight accommodations by sale to a Guest at the Property, as determined each month by Hilton’s PMS application with respect to each Property. A single Guest Room may include any or all of the following areas: bedrooms, bathrooms, closets, living areas, kitchens, and dining rooms.

“Help Desk” means the help desk operated by the Supplier to receive and resolve Incidents, Problems and requests for information from Guests and the Properties related to the Services.

“Hilton” means Hilton Domestic Operating Company Inc.

“Property” means any lodging facility operated under any Brand.

“In Room Entertainment Content” means content delivered to Guests via audio visual equipment in the Guest Room or Guest-used non-Property hardware (e.g. movies, television shows, video on demand).

“In Room Entertainment Services” means interactive services delivering In Room Entertainment Content to Guests via audio visual equipment in the Guest Room or Guest-used non-Property hardware (e.g. guest directory/room service, applications, weather/RSS feeds, guest services (view bill, checkout, wakeup), internet, etc.)

“Incident” means has the meaning given in the ITIL standards.

“ITIL” means Information Technology Infrastructure Library.

“Landing Page” means the landing page presented to all Guests that access the Guest Internet services.

“Meeting and Event Services” means all Services to be provided by the Supplier under the Agreement that pertain to the provision, operation and support of Guest Internet access at the Properties in the Conference Areas.

“Meeting Room” means a room that is provided by the Property for singular events such as business conferences and meetings. Meeting Rooms are typically located in a Conference Area; however, in some cases individual Meeting Rooms may be scattered throughout the Property or may be converted Guest Rooms.

“Meeting Space” means, collectively, Conference Areas and Meeting Rooms.

“Monthly Support Fees” or **“MSF”** means the sum of the Guest Internet Monthly Support Charge, the Public Space Monthly Support Charge and any Meeting and Event Monthly Support Charge payable under this Statement of Work in a given month, but specifically excluding any EventConnected Enhanced Meeting and Event Monthly Support Charges.

“Network Takeover” means the Services being provided to a Property that is more than one year out from refresh under its current contract with a systems integrator that wishes to change their support systems integrator. This could be for convenience or cause.

“Owner” - means the owner of a Property.

“PMS” - means Hilton’s property management system.

“Problem” has the meaning given in the ITIL standards.

“Promotional Code” means the alphanumeric string provided to Guests at Properties for price, speed, and/or time limited Guest authentication purposes to use the Guest Internet.

“Public Space” means all interior publicly accessible non Guest Room and non-Meeting Room areas of the Property inclusive of fitness centers, business centers, food and beverage areas, and retail outlets. Properties may optionally elect to include guest accessible outdoor areas such as pools or beaches and/or specific non-guest accessible back of house areas such as employee break rooms within their specific Public Space scope.

“Remote Printing Solutions” means printing systems in place at Properties that enable Guests to initiate the printing of documents from any area of the Property which has Guest Internet service and later retrieve the documents from one or more centralized locations within the Property.

“Zone” means an area of a property (e.g., guest rooms, lobby, executive lounge, business center, meeting space, etc.) defined by the Property.

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE B TO SUPPLEMENT NO. 2

UNONET AND STAYCONNECTED

SERVICES DESCRIPTION

SCHEDULE B

SERVICE DESCRIPTION

1. Introduction

This **Schedule B** (this “**Schedule**”) is attached to and incorporated by reference into Supplement No. 1 to that certain Master Services Agreement by and between Hilton Domestic Operating Company Inc., a Delaware corporation (“**Hilton**”) and Pinnacle Communications Corporation (“**Supplier**”) (the “**Master Services Agreement**” or “**MSA**” or “**Agreement**”).

1.1 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Schedule and elsewhere in the Master Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with **Section 21.13** of the MSA.

1.2 **References.** All references in this Schedule to articles, sections and exhibits shall be to this Schedule, unless another reference is provided.

1.3 **Definitions.** Terms used in this Schedule with initial capitalized letters but not defined in this Schedule shall have the respective meanings set forth in **Schedule A** to this Supplement No. 2 to the Master Agreement, or as otherwise set forth in the Master Agreement.

2. **Executive Overview.** Supplier shall perform the UnoNet installation services and the StayConnected installation, maintenance and other services described in this Schedule and the MSA (collectively, the “**StayConnected Services**”) for Properties which have entered into Participation Agreements with Supplier under the MSA. This Schedule includes the following Attachments, all of which are incorporated into, and form a part of, this Schedule and each of which are subject to change by Hilton:

- Attachment 1 (Requirements of Core Authentication Services).
- Attachment 2 (Security Requirements).
- Attachment 3 (Technical Requirements).
 - 2518 Technology Wiring Standards
 - Cisco Network Hardware Standards
 - Eleven OS Central Authentication Protocols
 - Guest Facing Technologies Operational Standards 1.1
 - Hilton Public IP Guidance 1.1
 - Global Guest Internet access Standards 3.2
 - Meraki Network Configuration Standards 1.7
 - Meraki Network Hardware Standards 2.1
 - Meraki Software Standards 1.1
 - StayConnected Mandatory Training Requirements 1.0
- Attachment 4 (Certificate of Acceptance).

3. **Prerequisites.** The following are prerequisites to Supplier's performance of the StayConnected Services:

3.1 **Participation Agreement.** Supplier must have entered into a Participation Agreement with the Property.

3.2 **Proposal and Installation Schedule.** Supplier must propose to the Property a proposal ("Proposal") for the installation of UnoNet at the Property and provision of the StayConnected Services and the Property must have accepted that Proposal. That Proposal must be incorporated into the Participation Agreement. Supplier's Proposal will include the price of all hardware that will be installed and will include a schedule for performance of the StayConnected Services, including the date by which all of the StayConnected Services will be completed. The Proposal will be consistent with the MSA and this Schedule and will not include as preconditions or contingencies to Supplier's performance the performance by Property, or occurrence of any events, that are not within the full control of the Property.

3.3 **Interface with Insight.** Insight USA Inc. ("Insight") will be the sole provider of the Meraki equipment to be installed under the StayConnected Services. Before starting the installation, Supplier will coordinate with Hilton for a call with Insight to discuss how Insight and Supplier will interact to order the equipment for the Property. Supplier will comply with the Insight and Hilton requirements.

4. **Use of Hilton's ServiceNow Instance.** At Hilton's direction Supplier will use Hilton's instance of ServiceNow ("ServiceNow") as the issue ticketing system related to the StayConnected Services, to record Supplier's performance against the Service Levels associated with the StayConnected Services, and for such other purposes as are identified by Hilton to Supplier. Hilton will provide Supplier with the necessary access and directions to use ServiceNow for these purposes. Certain sections of this Schedule require Supplier to use ServiceNow for specific tasks. Those obligations are not binding on Supplier until the necessary functionality to support such activities has been established in ServiceNow. Hilton will inform Supplier when that has happened. See Section 7 below for a more detailed discussion of planned ServiceNow functionality.

5. **Guest Internet And Meeting And Event Services Types And Options** The Property will select the Guest Internet and Meeting and Event Services types and options from the table below. The Supplier will perform the chosen Services and provide the deliverables according to the selections made by the Property as follows:

Service Implementation Type:	<input type="checkbox"/> New Implementation or <input type="checkbox"/> Network Takeover		
Guest Room Support Model:	<input type="checkbox"/> Full Support Model or <input type="checkbox"/> Partial Remote Support Model or <input type="checkbox"/> Full Remote Only Support Model	Full Remote Support Exception (Country/City):	
Public Space Support Model:	Mandatory - Inherits Support Model Type from Guest Room Selection		
Supplier Conference & Event Services:	<input type="checkbox"/> Conference & Events Services Tier 1 (StayConnected) or <input type="checkbox"/> Conference & Event Services Tier 2 (EventConnected) or <input type="checkbox"/> Conference & Event Services Tier 3 (EnhancedConnected)*	<input type="checkbox"/> Rent common network equipment <input type="checkbox"/> Request on-site meeting support staff	

6. **Guest Internet And Meeting And Event Services.** The Supplier will perform the technology and telecommunications services and provide the deliverables set forth in this Schedule to the Property concerning Property's Guest Internet and Meeting and Event Services platform. The Supplier shall provide the Property with the administration, management, provision, performance and tasks attendant in the provision of such services and

deliverables as described herein. In certain scenarios, as further specified in the Supplier obligations herein, Hilton will determine program level standards and policies while the Property will determine Property specific requirements for Supplier's services, including Hilton's applicable Technical Standards.

6.1 Authentication Services. The Supplier will integrate with an external core authentication service provided by the CA Vendor. The Supplier will delegate authentication to the CA Vendor in accordance with the technical and business requirements of the external core authentication service set forth in **Attachment 1** to this Schedule, which may be updated by Hilton from time to time and communicated in writing to the Supplier. References to "Supplier" within **Attachment 1** are references to the CA Vendor. Notwithstanding the foregoing, in those countries where the CA Vendor cannot perform its services ("**Exception Countries**"), the Supplier shall provide CA Services in accordance with **Attachment 1**, as it may be updated by Hilton from time to time and references herein to CA Vendor shall be deemed references to Supplier performing CA Vendor responsibilities.

6.2 Authentication Management Services. The Supplier will perform the following Services for the Property related to integration, management and configuration of the external core authentication service described in Section 6.1 (Authentication Services):

(a) Pricing Plans

(i) Supplier will manage the creation of pricing plans for each Property. The Supplier will use the CA Vendor's management portal to manage all pricing plans for each Property. Pricing plans are defined by the Hilton Brand and are in the Hilton Brand Standards.

(ii) Supplier will configure pricing plans such that each plan is only available from a specific zone or Meeting Room of the Property and has a pre-defined connection speed limit, connection duration, and price. The Property will determine the specific connection speed limit and price to be used for each pricing plan, and the Supplier will be responsible for ensuring that each pricing plan is in accordance with Hilton's pricing guidelines as defined in the Brand Standards. Connection durations are managed by Hilton through weekly directives. Supplier is responsible for monitoring the weekly directives for current changes to the connection duration.

(iii) Supplier will configure pricing plans such that each plan has a textual description to be displayed on the Guest facing authentication page allowing the Guest to understand the various properties of the plan the Guest is purchasing. Hilton will determine the specific, acceptable, verbiage to be used for each type of pricing plan to be used in non-Meeting Room locations. The Property will determine the specific, acceptable, verbiage to be used for each type of pricing plan to be used in Meeting Room areas.

(iv) Supplier will configure pricing plans to offer tiered pricing through the display of multiple pricing plans on the StayConnected landing page. The levels of tiered pricing that must be provided are bandwidth, price, and connection duration. Hilton will provide specific guidance on the acceptable tiered pricing configurations for each Property type. The Property will have final approval rights for all pricing options as per the Brand Standards.

(b) VPN Access

(i) Supplier will ensure that both wired and wireless solutions provide full support for automatic VPN client pass through. The Supplier must certify that industry standard VPN protocols are supported.

(ii) Supplier will allow for the provision of new emerging VPN services based on an SSL connection directly over the Internet where a VPN client is not required.

(iii) Supplier will support the ability to manually allocate a Public IP address to any Property or Guest device on an as-needed basis. Property and/or Property Guests will obtain the Public IP address via phone call or email to the Supplier's support or account management staff. Public IP assignment is based on availability of a Public IP in the Property's allocated Public IP block.

(c) Payment / Authentication Methods

(i) Supplier will provide the Property the ability to enable or disable the use of third party roaming and/or cellular offload partners throughout the entire Property, or only in specific zones of the property as defined by the Property. The Property reserves the right to approve or disallow any third party roaming partners used on a Property.

(ii) Supplier will accommodate the use of any roaming and/or cellular offload Hilton desires to implement via the CA Vendor's authentication platform. The Supplier will be required to configure the Property network as necessary to accommodate the authentication of roaming partner users and provisioning of internet access services to roaming partner users.

(iii) Supplier will perform the StayConnected Services so as to comply with the Hilton security requirements identified in **Attachment 2**. The security requirements are subject to change by Hilton.

(iv) Supplier will facilitate the creation, modification, and deletion of promotional codes for Properties. The Supplier and Property staff will use the CA Vendor's authentication management portal to manage promotional codes. The Supplier will be responsible for setting and maintaining appropriate access levels for Property staff within the CA Vendor's authentication management portal.

(v) Supplier will facilitate the configuration of promotional codes such that the usage of a promotional code by Guests is restricted to specific zones or Meeting Rooms of each Property if it is requested to be configured in such a manner by the Property.

(vi) Supplier will facilitate the configuration of promotional codes representing different connectivity speeds/bandwidth, and connection durations which the Guest will be authorized to use. For Meeting Space promotional codes, QOS profiles and bandwidth prioritization will also be used as parameters for configuration of promotional codes.

(vii) Supplier will facilitate the configuration of promotional codes to be created as either a one-time use or having a predefined number of uses after which the code will no longer be valid. For the one time use code, the Property or Supplier, working as an agent of the Property, must have the ability to create multiple one time use codes at a single time.

(viii) Supplier will facilitate the configuration of promotional codes which will override the default price and/or connection duration presented through the Pricing Plans presented to the Guest on the landing page. The price override will either be set as a specific amount, or as a discount percentage.

(ix) Supplier will facilitate the configuration of promotional codes which have customizable dates for when the code is available for use and for when it will no longer be usable.

(x) Supplier will facilitate the modification and re-activation of promotional codes which have either exhausted their pre-set number of uses and/or have reached the pre-set expiration date.

(d) Administrative Functions

(i) Supplier will provide a process through which a Property, acting through the Supplier's account management team, can change whether or not a particular option is allowed to be used for authentication, such as property management system ("PMS") payments, sales/catering system payments, promotional code usage, or credit card payments; the availability of these options will be configurable such that each zone will be independently configurable. The Supplier will manage the available authentication options for each zone of each Property via the CA Vendor's authentication management portal.

(e) Zone Roaming

(i) Supplier will support a mechanism, in concert with the CA Vendor's authentication system, that will allow a Guest, which is authorized through an Ethernet connection, to then connect through a wireless connection without forcing the Guest to re-authenticate.

(ii) Supplier will support a mechanism, in concert with the CA Vendor's authentication system, that will allow an authorized Guest to connect in a different zone (provided this feature is configured to be allowed at the Property in question) than the zone in which they were originally authenticated without requiring them to purchase another connection, as dictated by the Property.

(iii) Supplier will support a mechanism, in concert with the CA Vendor's authentication system, that will restrict a Guest's ability to roam from one zone of the Property to another zone of the Property (including roaming between areas of a particular zone) such that it is bidirectional or only unidirectional, as dictated by the Property.

(iv) Supplier will support a mechanism, in concert with the CA Vendor's authentication system, that will allow Guests to roam to different areas of the zone they originally authenticated in without being prompted to pay for services again, as dictated by the Property.

(f) Guest Connection Process

(i) Supplier will configure the Gateway to redirect all Guests to Hilton's authentication page on the CA Vendor's network upon their first connection to the Guest internet access services in the Property, or, upon their first activity after expiration of the duration of their previous connection. Upon successful completion of the authentication process, the CA Vendor's authentication system will communicate specific parameters regarding the authentication to the Gateway, including, but not limited to media access control ("MAC") address, connection duration, and bandwidth cap. The Gateway device will be responsible for using these authentication details to provision services to the associated Guest device.

6.3 Activations

(a) Technical Standards - The Supplier will comply with, and will cause the Services to comply with, on an ongoing basis, the Technical Standards as defined in **Attachment 3**. The Technical Standards are subject to change by Hilton.

(b) Network Takeover - The Services described within this section outline the process of conducting a Network Takeover event. Only Properties that are greater than one year from refresh date and are current in their billing with their current supplier may open a request for a Network

Takeover. These Services apply if “Network Takeover” is selected in Section 1 of this Schedule. The Supplier’s responsibilities include:

(i) Supplier will obtain all available documentation regarding the existing installation from the Property. For UnoNet Properties requesting a network takeover this documentation is available in ServiceNow upon request. Depending on documentation availability, the Supplier should expect to receive any/all of the following pieces of documentation:

- (1) Floorplans/Blueprints of the Property
- (2) Network Diagram
- (3) Pictures of MDF
- (4) Pictures of IDF
- (5) Port allocations / installation workbook (presently provided via the cloud network solution contemplated by the Technical Standards)
- (6) Running configuration of all switches (presently provided via the cloud network solution contemplated by the Technical Standards)
- (7) Running configuration of Gateway (presently provided via the cloud network solution contemplated by the Technical Standards)
- (8) Passive heat maps for 2.4 and/or 5 GHz (covering signal, SNR, channel plan, and having marked AP locations)
- (9) List of all converged or third-party systems that utilize the existing network

(ii) See Section 6.3 (C) (ii) for details on how the network equipment will be purchased. The Property will purchase network equipment based on the bill of materials provided by the Supplier to Insight, Hilton’s designated single source distributor (“**Third Party Equipment Provider**”), the Third Party Equipment Provider will ship equipment to the Property. This service is only applicable in the event the Supplier is required to install additional equipment at the Property to complete the network takeover. The Property is also responsible for receiving and securing the network equipment.

(iii) Supplier will travel to the Property. All T&E expenses incurred by the Supplier will be billed at actuals and will only be reimbursable if incurred in accordance with the Property’s travel policy. Supplier must stay in the Property where the network takeover is occurring whenever possible, but may stay at nearby property when necessary. Supplier has the right to ask the Property to provide rooms at no fee/reduced fee if desired – the Property holds final authority in granting/denying request for no fee/reduced fee room rates. This Service is only applicable in the event the Supplier is required to install additional equipment at the Property to complete the network takeover.

(iv) Supplier will arrive on-site at the Property, with appropriate Supplier or sub-contractor issued identification at all times and dressed in suitable attire. The Property will be responsible for providing an area for the Supplier to work from and a secure location for storage once on site. This Service is only applicable in the event the Supplier is required to install additional equipment at the Property to complete the network takeover.

(v) Supplier will perform a complete inventory of all Guest Internet access services equipment currently installed in the Property, as well as any additional equipment that must be installed by the Supplier to complete the network takeover. This Service is only applicable in the event the Supplier is required to install additional equipment at the Property to complete the network takeover.

(vi) Supplier will configure and install all Guest Internet access equipment in accordance with the agreed upon network takeover plan. The Supplier will be permitted to use existing Property rack space where available. In the event there is no available space in the existing racks, the Property will be required to procure an additional rack.

(vii) Supplier will configure the Gateway device to perform portal page redirection to the CA Vendor's authentication system for all Guest Internet access usage.

(viii) Supplier will decommission all legacy equipment located outside the Guest Rooms that will not be re-used after the network takeover is complete as permitted herein. All legacy in-room equipment (e.g., DSL modems) will be decommissioned by the Property and/or Supplier as follows. The rightful owner of the legacy equipment will be responsible for proper disposal of any decommissioned equipment. In the event the Property is the rightful owner, the Supplier shall present the Property with a quote for proper and lawful disposal. If the Property elects to not use the Supplier's disposal services, the Supplier shall leave all decommissioned equipment in a location of the Property, as directed by the Property, for future disposal by the Property.

(ix) Supplier will conduct a post-takeover survey to ensure functionality and appropriate coverage to meet the Service Levels in **MSA Exhibit 3 – Service Level Methodology** and the other requirements of the Agreement. The post-takeover survey should be conducted in accordance with the Technical Standards. Once completed, Supplier will compile and provide to Hilton and Property the following pieces of documentation relating to the installation:

- (1) Network Diagram
- (2) Network Map – AP Placement on a floor plan (pdf)
- (3) Cable Certifications (pdf)
- (4) Pictures of only the front and back of each rack in the MDF. Maximum of 2 photos per rack.
- (5) Pictures of the front and back of each IDF rack only. Maximum 2 photos per rack.
- (6) Training Completeness Sign-Off
- (7) Passive heat maps in both 2.4 and 5 GHz (covering signal, SNR, channel plan, and having marked AP locations)
- (8) RAW Ekahau files are considered part of the post installation documentation and should be provided to Hilton corporate and the property.
- (9) Signed acceptance certificate
- (10) Confirmations of density calculations for meeting/conference space (if applicable)

(11) Defined list of Hilton approved non-standard third-party devices in production at the hotel.

(12) CR Checklist (Applicable for US, Canada, and Puerto Rico) (xls)

(13) CR Port Map (xls)

(x) Supplier will ensure that no separate wireless or wired Guest Internet access solutions are installed on the Property back office network. Wireless LAN devices are NOT to be installed or connected to the Property back office network by the Supplier unless agreed in writing by the Property. (This excludes laptop devices that have built in wireless cards or additional PC cards).

(xi) Supplier will obtain Property's Acceptance of network takeover completeness, including the ability to satisfy the Service Levels and the other requirements of the Agreement. Acceptance will not occur until all training is completed, all appropriate documentation completed, and the Property is returned to pre-takeover state. Templates for documenting and obtaining Property's Acceptance will be provided to the Supplier by Hilton after contract execution. (Attachment 4?)

(c) Sales, Survey, Design and Installation - The Services described within this section below are applicable for all Property installations that are not classified as a "Network Takeover" event, as described within the above section. Said differently, this section applies to a Property if it is implementing a new Guest Internet infrastructure or undertaking a refresh of its Guest Internet infrastructure in accordance with the Technical Standards and as selected in Section 1 of this Schedule. All interior guest accessible areas must be installed per Technical Standards

(i) Supplier will obtain all available documentation regarding the existing installation from the Property or Hilton. Depending on documentation availability, the Supplier should expect to receive any/all of the following pieces of documentation:

(1) Floorplans/Blueprints of the Property

(2) Network Diagram

(3) Pictures of MDF

(4) Pictures of IDF

(5) Port allocations / installation workbook

(6) Running configuration of all switches

(7) Running configuration of firewall (if applicable)

(8) Existing passive heat maps for 2.4 and/or 5 GHz (covering signal, SNR, channel plan, and having marked AP locations)

(9) List of all converged or third-party systems that utilize the existing network

(ii) Supplier will conduct a survey of the Property (either in person or from current architectural drawings), create a quote for the services to be performed and identify to the Property the equipment the Property must purchase to enable the Supplier to perform the Services. If Property agrees with the quote and the equipment list, Supplier will send the

list of equipment to the Third Party Equipment Provider. The Third Party Equipment Provider will obtain a signed order from the Property for the equipment. The Property will be responsible for paying the Third Party Equipment provider for the equipment.

(iii) Supplier will validate that all circuit provisioning tasks, including circuit installation and turn-up, have been completed by the Property at least five (5) business days prior to arriving on site at the Property for installation.

(iv) Supplier will validate that the cabling design has been implemented in accordance with the Technical Standards at least five (5) business days prior to arriving on site at the Property for installation. This may require an onsite visit by the supplier. The Property is responsible for ensuring that all cabling work complies with Hilton cabling standards and must submit documentation to the Supplier that outlines compliance.

(v) Supplier will validate that all site readiness tasks as defined by the Supplier have been completed by the Property at least five (5) business days prior to arriving on site at the Property for installation. As part of the Property site readiness tasks, the Property will be responsible for communicating any Property scheduling conflicts that may interfere with the installation and provide details of any ongoing meetings or events booked at the Property that will be impacted by the installation.

(vi) Hilton will load all equipment to be installed in the Property to the cloud network platform and pre-build the Hotel network in the cloud network system prior to shipping equipment to the Property. This capability will be available in the ServiceNow portal at a future date and will be the responsibility of the Supplier at that time.

(vii) The Third-Party Equipment Provider will ship the ordered equipment to the Property. Property is responsible for verifying order is complete, receiving and securing equipment. The Property owns the equipment.

(viii) Supplier will travel to the Property. All T&E expenses incurred by the Supplier will be in accordance with the Hilton's travel and expense policy and will be billed at actuals. Supplier must stay in the Property where the installation is occurring whenever possible, but may stay at nearby property when necessary. Supplier has right to ask Property to provide rooms at no fee/reduced fee if desired – the Property holds final authority in granting/denying request for no fee/reduced fee room rates.

(ix) Supplier will arrive on-site at the Property, with appropriate Supplier or sub-contractor issued identification at all times and dressed in suitable attire. The Property will be responsible for providing an area for the Supplier to work from and a secure location for storage once on site.

(x) Supplier will perform their own complete inventory of all equipment to be installed upon arrival on property. They immediately notify property contact of any discrepancies before proceeding with installation.

(xi) Supplier will install all of the equipment in accordance with the agreed upon network design. The Supplier will be permitted to use existing Property rack space where available. In the event there is no available space in the existing racks, the Property will be required to procure an additional rack.

(xii) Supplier will configure the Gateway or similar network device(s) to perform portal page redirection to the CA Vendor's authentication system for all guest internet access usage which includes all access of the internet by Guest using a Guest supplied device..

(xiii) Supplier will decommission all legacy equipment located outside the Guest Rooms that will not be re-used as permitted herein. All legacy in-room equipment (e.g., DSL modems) will be decommissioned by the Property and/or Supplier as follows. The rightful owner of the legacy equipment will be responsible for proper disposal of any decommissioned equipment. In the event the Property is the rightful owner, the Supplier shall present the Property with a quote for proper and lawful disposal. If the Property elects to not use the Supplier's disposal services, the Supplier shall leave all decommissioned equipment in a location of the Property, as directed by the Property, for future disposal by the Property.

(xiv) Supplier will conduct a post-install survey to ensure (A) proper operation of all of the equipment and the services the equipment provides, (B) compliance with the Technical Standards, (C) achievement of the applicable Service Levels in **MSA Exhibit 3- Service Level Methodology**, and (D) satisfaction of any other applicable obligations under the Agreement. Once completed, Supplier will compile and provide to Hilton and Property the following pieces of documentation relating to the installation:

- (1) Pictures of MDF
- (2) Pictures of IDF
- (3) Logical Network Design.
- (4) Training Completeness Sign-Off
- (5) Passive heat maps in both 2.4 and 5 GHz (covering signal, SNR, channel plan, and having marked AP locations)
- (5) Port allocations/installation workbook
- (6) Raw Ekahau files
- (7) Signed post installation acceptance certificate
- (8) Confirmations of density calculations for meeting/conference space (if applicable)
- (9) Third Party Installed Device List

(xv) Supplier will obtain Hilton and Property Acceptance of installation completeness, including compliance with the Technical Standards and the ability to satisfy the Service Levels and other requirements of the Agreement, in accordance with the acceptance process defined in **MSA Exhibit 3 - Service Level Methodology**. Acceptance will not occur until all training is completed, all appropriate documentation completed, and the Property is returned to pre-installation state. ..

(xvi) Supplier will obtain Hilton's and Property's Acceptance of installation completeness. A template for documenting and obtaining Property's Acceptance is attached as **Attachment 4** to this Schedule. Additionally, any outstanding installation items such as cabling issues or equipment that still requires installation must be documented on the acceptance attachment. Any outstanding item requiring remediation from the Supplier will be completed within 30 days post completion of the installation. This template is subject to change by Hilton. Property Acceptance will not occur until the Services have been operated at the Property for at least thirty (30) consecutive days without any Severity

Level 1, 2 or 3 Incidents and Hilton has issued written sign-off on the compliance of all configurations with Hilton's Technical Standards. In the event Hilton fails to issue written sign-off on configuration compliance within thirty (30) calendar days of installation completion and all other components of this requirement have been met by the Supplier, the requirement for written sign-off will be deemed no longer required, and the Supplier will be permitted to petition for the Property for Property Acceptance. The Property will not be invoiced for monthly Support Services Charge until the first month after Property installation in which Property Acceptance has occurred as outlined above, at which point the Property will be subject to all monthly Support Services Charges pro-rated to the first day of the month in which Acceptance is achieved.

(d) Equipment Staging

(i) The Third Party Equipment Provider will package and ship all of the ordered equipment to the Property. The Property will be responsible for receiving the equipment and storing the equipment in a suitable location until the Supplier arrives on-site for installation. The Supplier should arrange for shipment of equipment with a target arrival to the Property of no more than 2 weeks prior to scheduled installation start date. From the time the Property receives the equipment from the shipping agent until the Supplier arrives on-site for installation, the equipment is the sole responsibility of the Property.

(ii) The Supplier will unpack and visually inspect all equipment. If the Supplier finds that any equipment is damaged or missing, Supplier will contact the Third Party Equipment Provider to remedy the situation. Property will cooperate with such efforts.

(e) MACD—Move, Add, Change, Delete Process

(i) The Supplier will create a cost proposal for each Hilton or Property submitted chargeable MACD request in accordance with any applicable rates and/or charging methodologies in the Master Services Agreement. For the avoidance of doubt, MACDs required to resolve Incidents or Problems or to otherwise remediate Service or Service Level failures will not be chargeable.

(ii) The Supplier will, if applicable, communicate completed cost proposal to Hilton or Property as requested.

(iii) The Supplier will, if applicable, obtain approval of cost proposal from Hilton and Property. Property may confer with Hilton on the appropriateness of the charges defined in the cost proposal.

(iv) The Supplier will schedule the execution of the MACD request by working with Property.

(v) The Supplier will execute MACD requests and obtain acceptance from Property. Execution of all MACD requests for static IP assignments will be completed within 1 business day from receipt of Property request. Unless a delivery date is explicitly agreed upon by the Property and Supplier, execution of all other MACD requests will be completed within 7 business days from when the Property has satisfied all pre-MACD requirements and responsibilities. Any MACD requests that are not completed within the timelines outlined above will not be considered a chargeable event.

(vi) The Supplier will communicate successful completion of MACD request to Hilton and Property.

(vii) The Supplier will, if applicable, issue an invoice to the Property for MACD request and collecting payment for services rendered.

(f) External Systems Connectivity - The Supplier will provide Internet connectivity for Hilton and Property's existing and future external system(s) that must reside on the Guest Internet access network. Additionally, the Supplier will be required to provide connectivity support to resolve any and all Internet connectivity issues impacting the external system(s). The Supplier may be required to use a combination of Supplier and/or Hilton provided tools to deliver the services outlined in this section. The Supplier is NOT expected or required to provide support for any areas outside of Internet/network connectivity for these systems. In the event Hilton or Property transitions any existing services to a new WAN/Internet provider or upgrades existing WAN/Internet connectivity hardware during the term of the Agreement, the Supplier will be required to provide assistance with any connection related portions of the transition or upgrade. .

(i) The Supplier will provide connectivity for the Property's Business Center/Executive Lounge/Guest Facing PCs through landing page bypass. Each Property installed Business Center/Executive Lounge/Guest Facing PC will require an always-on, wired Ethernet connection.

(ii) The Supplier upon request will provide connectivity for the Property's existing Remote Printing Solutions through landing page bypass. Each component of the Property's existing Remote Printing Solution will require an always on, wired Ethernet connection.

(iii) The Supplier will provide connectivity for any digital signage specified by the Property via landing page bypass. Any non-wireless digital signage used by the Property will require an always on, wired Ethernet connection.

(iv) The Supplier will provide Properties the ability to request allocation of a static IP address for any devices that require always on Internet connectivity with authentication bypass. All static IP address requests will be chargeable to the requesting Property, per the charges outlined in the Agreement. All static IP address requests must be executed within 24 hours from the time at which the Property agrees to the applicable charges and gives approval for the Supplier to begin execution. Any static IP address requests that are not executed within 24 hours of Property approval will not be considered a chargeable event.

(v) The Supplier will provide connectivity for any and all systems which are a part of future Hilton or Property initiatives, including but not limited to: Guest kiosks, timecards, Remote Printing Solutions, and Business Center/Public Space/Executive Lounge/Guest Facing PCs. These systems may require either permanent Landing Page bypass or a customized Landing Page. The Supplier will not be responsible for any cabling required as a result of a future Hilton or Property initiative. The Supplier's responsibility will be limited to enabling connectivity and providing connectivity support. The enabling of connectivity for any of Hilton's or the Property's future systems will not be considered a chargeable event.

(g) Security Requirements

(i) The Supplier will configure Guest Internet access equipment, as needed, so that all unencrypted traffic on the Guest Internet access network may be visible to Supplier (solely for purposes of managing its system) and/or law enforcement agencies (solely to the extent required by law) provided, however, that Supplier shall not otherwise seek to (a) ascertain the application-layer content of any traffic transmitted over the Guest Internet access network or (b) intercept or record any traffic except to the extent required for Supplier to perform network diagnostics.

(ii) The Supplier will ensure that all encrypted traffic on the Guest Internet access network is not visible to anyone other than the End User who is generating that traffic. Supplier shall verify that any End User's encrypted information transmitted over the Guest Internet access network is secure and cannot be compromised by outside influences (e.g., VLAN).

(iii) The Supplier will ensure that the Guest Internet access network is configured to completely isolate data traveling within the Guest Internet access network to different Guest Rooms, or other physical locations of the Property, and prohibiting the ability for one End User to view another End User's network traffic.

(iv) The Supplier will ensure that the Guest Internet access network is configured to prevent an End User from being subject to a security risk from a Property's LAN, but not to protect the End User from his or her own actions, malicious websites, viruses, or any other risk inherent in the Internet.

(v) The Supplier will ensure that the Property's Guest Internet access network and back office LAN networks are both logically and physically isolated to prevent Guest access to the Property's back office LAN network. Hilton corporate reserves the right to amend this requirement in the event the Property decides to converge the Guest Internet access network and Property networks. Approval from Hilton is required prior to the Supplier implementing any level of network convergence between the Guest Internet access network and Property networks.

(vi) The Supplier will ensure that the Guest Internet access network is configured to completely isolate data traveling from users in the common area or meeting rooms and prohibiting the ability for one user to view another user's network traffic, except where a special requirement is requested and provided to a group or convention at a particular Property. Client isolation must be enabled on all Property installed APs installed and/or managed by the Supplier.

6.4 Circuits

(a) Circuit Procurement and Provisioning

(i) The Supplier may propose a Hilton-approved circuit to the Property for the Property's approval. The Property will be responsible for procuring the circuit from a Hilton-approved transport provider. This requirement applies only to Hotels within the United States and Canada.

(ii) The Supplier will be responsible for working with the Property during the procurement process to ensure the Property procures a circuit that complies with the Technical Standards.

(iii) The Supplier will work with the Property and the provider of the circuit ("**Circuit Provider**") to schedule installation of the initial circuit.

(iv) The Supplier will ensure circuit is installed in the Property by the Circuit Provider in accordance with Circuit Provider quoted timelines and correctly so that the circuit delivers the full advertised/agreed upon speeds and features.

(v) The Supplier will ensure Property installed circuit is thoroughly tested by Circuit Provider after installation is completed.

(vi) The Supplier will work with the Property and Hilton to obtain acceptance of installation completeness. Circuit support and 24x7x365 live person escalation information must be provided to the Property, Supplier. Hilton requires notification via email on any circuit outages affecting any Top 50 Hotel.

(b) Circuit Management

(i) The Supplier will provide 24x7x365 network monitoring Services to proactively identify and address system performance issues before Hotel intervention is required.

(ii) The Supplier will identify circuits exceeding a pre-determined utilization threshold (presently, 80% of total circuit capacity) and requiring upgrade. In the event the utilization threshold is reached, the Supplier shall issue a warning notification to Hilton and Property using the following processes:

(1) Daily Overutilization – in any single day where peak utilization of the circuit is at or above the threshold percentage of the total installed circuit capacity, an automated email alert shall be sent to the Property notifying of the event and warning the Property that their circuit is reaching maximum capacity.

(2) Sustained Overutilization – any time the peak utilization of the circuit is at or above the threshold percentage of the total installed circuit capacity for 3 consecutive days, an automated email alert shall be sent to the Property and the Property's brand representative notifying of the event and stating that the Property's circuit must now be upgraded. The Supplier will also be responsible for adding the Property to a circuit upgrade tracking list and will be required to reach out to the Property via email and phone to begin the circuit upgrade process.

(iii) The Supplier will notify Property and Hilton that the circuit has exceeded its capacity and will require upgrade. In the notification the Supplier shall provide sizing information on an acceptable upgrade circuit. A ServiceNow based solution for managing notification and coordinating circuit upgrades is in development and will be moved into production in 2023.

(iv) The Supplier will work with the Property and Circuit Provider to provision circuit upgrades and resolve all circuit related issues.

(v) The Supplier will respond when any issue is identified that involves latency, packet loss, and/or outage conditions that are or could reasonably be expected to adversely affect any Property by opening a ticket and beginning the escalation and resolution process. The Supplier's initial escalation points will be the Circuit Provider or Property. The Supplier shall follow up with the Circuit Provider and Property every 2 hours until the detected issue has been resolved.

(vi) The Supplier will validate/update resolution of tickets as appropriate such that when a problem is resolved, the ticket will be closed and the resolution will be documented in the ticket.

(vii) The Supplier will communicate alerts to the Hilton IT organization, Property, and Circuit Provider when circuit outages are detected.

(viii) The Supplier will receive monitoring alerts, reviewing those alerts and taking appropriate actions to remedy the cause of such alerts.

6.5 Training

- (a) The Supplier will provide hands-on training covering all administrative functions of the CA Vendor's authentication system to Property staff at the time of Property installation.
- (b) The Supplier will provide hands-on training covering all functionality of the cloud network platform available to the Property to Property staff at the time of Property installation. Additionally, the training will include an overview of post-installation support to include contact information for support and escalations as well as the process of outage event notifications.
- (c) The Supplier will provide hands-on training covering all aspects of the Property's selected Meetings and Events Services option to Property staff at the time of Property installation.
- (d) The Supplier will host additional training sessions on an as-required basis via conference call and/or screen sharing technologies to ensure training is propagated to all Property staff members as turnover occurs.

6.6 Reports -The Supplier will provide the reports to the Property as set forth in **MSA Exhibit 3 – Service Level Methodology** or as otherwise required by Hilton or the Property.

6.7 Service Management - A subset of Services described in this section do not apply to Properties that elect to utilize a "Full Remote Only Support" or "Partial Remote Support" support models, which, if selected as the support option in Section 1 of this Schedule, removes the Supplier's responsibility to perform on-site work for the Property. All services that are limited by the "Full Remote Only Support" or "Partial Remote Support" models are notated as such. Unless explicitly stated otherwise, the Supplier is responsible for performing all Services within this Schedule for all Properties. Any selection other than the "Full Support" models require Hilton prior approval. All tickets must be logged into Hilton's ServiceNow system either directly or through the use of the provided API connection from System Integrator system and Hilton's ServiceNow system. Please note this should conform to Hilton's defined categories, naming conventions and technical standards.

(a) Support Services

- (i) The Supplier will provide 24x7x365 support for Guest and Property Incidents, Problems and other issues. The Guest and Property support lines must be staffed by separate groups, must utilize different phone numbers, and must be routed to separate IVRs. For Properties that elect to use the "Full Remote Only Support" option, the Property's staff may serve as Tier 1 Guest support. In this case, the Supplier is responsible for addressing any/all calls originating from Property staff regarding Guest incidents, problems, and other issues as well as any calls that originate from Property Guests. For avoidance of doubt, the "Full Remote Only Support" or "Partial Remote Support" support model does not reduce the support availability period (24x7x365) for either Guest or Property support, and the Supplier must not assume that any Property take responsibility for Tier 1 Guest support.
- (ii) The Supplier will resolve hardware/network related Incidents, Problems and issues. The Supplier will be required to provide and perform break/fix ("**Break/Fix**") services for all hardware/software as needed. Break/Fix responsibility includes, but is not limited to, dispatching a technician to the Property to diagnose any hardware/network issues, performing repair activities to existing hardware/network, and/or arranging for and installing replacement equipment as necessary.

(1) For Properties that elect the "Full Support" option, the Supplier will be required to perform Break/Fix Services,

(2) For Properties that elect the "Partial Remote Support" option, the Supplier will still be required to perform Break/Fix services, however, the

Supplier's responsibilities as they relate to Guest Room access points are only remotely troubleshooting issues (with hotel staff serving as an on-site technician), arranging for replacement equipment to be sent to the Property (with hotel staff un-installing old equipment/installing new access point equipment), and remotely configuring new access point equipment (with hotel staff serving as an on-site technician, as needed).

(3) For Properties that elect the "Full Remote Only Support" option, the Supplier will still be required to perform Break/Fix Services; however, the Supplier's only responsibilities are remotely troubleshooting issues (with hotel staff serving as an on-site technician), arranging for replacement equipment to be sent to the Property as may be needed (with hotel staff un-installing old equipment/installing new equipment), and remotely configuring new equipment (with hotel staff serving as an on-site technician, as needed). The Property will be responsible for replacement equipment through a combination of initially purchasing redundant/spare equipment and/or buying equipment manufacturer enhanced returned merchandise authorization ("**RMA**") services. Supplier will provide Property with good faith advice on suitable combinations.

(iii) To assist with Supplier providing Break/Fix Services, Supplier may wish to centrally hold a small spare pool inventory to ensure urgent replacement equipment dispatch and incident resolution. Some equipment manufactures do not as a standard operation support this type of spare pool holding, so Property has set up a negotiated arrangement with certain equipment manufactures that will allow Supplier to hold spare equipment. For those equipment manufacturers with whom Property has an arrangement and at the request of Supplier, Property will provide commercially reasonable assistance to facilitate the Supplier holding spares and will fund as may be needed a suitable sized spares inventory. As an alternative mechanism for Supplier to provide replacement equipment, Supplier may at its own discretion purchase equipment manufacturer enhanced RMA services as a way to fulfill Break/Fix obligations under the "Full Support" or "Partial Remote Support" non guest room access point options. For certain Suppliers, Hilton may have, but has no obligation to have or maintain, special arrangements for spare purchases by the Supplier. As of the effective date of this Schedule, Hilton has such an arrangement in place for the purchase of Cisco Meraki spares, which Supplier may utilize subject to the following terms with which Supplier agrees to comply:

(1) Neither Hilton nor Property will be responsible to reimburse Supplier for any spares, the cost of which is a cost to be borne by Supplier as part of the Services.

(2) Any equipment purchased by Supplier must be utilized solely in support of Supplier's Services under the Master Services Agreement with Hilton and may not be utilized for any other purpose.

(3) Supplier will be responsible for working with Meraki support to register and document spares and for configuring spares that are deployed.

(4) Supplier will be responsible for managing the operational replenishment of the spares through the Cisco Meraki RMA process.

(iv) For Properties that request the "Partial Remote Support" option the Supplier may suggest for Property consideration the purchase by the Property of a small number of additional Access Points to operate as a Property located spare pool

(v) The Supplier will resolve Guest connectivity issues. For Properties that select the "Full Remote Only Support" or "Partial Remote Support" options, Property staff may serve

as Tier 1 Guest Support. In this case, the Supplier is responsible for addressing any/all calls originating from Property staff regarding Guest connectivity issues as well as any calls that originate from Property Guests. Supplier may still be required to intervene to resolve more challenging issues.

(vi) The Supplier will communicate resolution to Hilton, the Property, and/or Guest.

(vii) The Supplier will escalate issues to Hilton for collaboration as needed.

(b) Service Delivery

(i) The Supplier will monitor Incident and Problem management tickets such that Supplier will take appropriate action (including on-site dispatch and remote diagnostics, when and where applicable) from start to finish of resolution of the incident/problem, including chronic trends and/or immediate issues.

(ii) The Supplier will ensure compliance with the Service Levels and other performance requirements of the Agreement.

(iii) The Supplier will utilize process quality reviews to determine and remediate gaps and to document process changes such that if/when chronic or continued issues occur, an enhanced resolution process will be in place and Supplier will execute against that process to handle and resolve the issue through normal channels.

(iv) The Supplier will identify and resolve circuit issues when circuits are not performing optimally, including as a result of packet loss, latency, jitter, or reduced throughput. Supplier will escalate any issue identified with the circuit to the Circuit Provider and will follow up with such party or department until the issue is resolved. The Supplier is only responsible for providing this service for Properties for which the Supplier also provides Transport Services or is contracted to manage Transport Services on the Property's behalf.

(v) The Supplier will perform root cause analysis to determine the underlying problem(s) in connection with Incidents.

(vi) The Supplier will generate support metric documents to gauge actual support performance against pre-determined performance metrics.

(c) Incident Management

(i) The Supplier will proactively identify Incidents and log Incidents identified by Hilton and Property. The Property and Property must have read-only access to the Supplier's ticketing portal and/or ticketing data, including the ability to view all comments related to each ticket.

(ii) The Supplier will notify the Property within thirty (30) minutes of any Severity 1 issues, and continuing to update the Property every four (4) hours until resolution of said Severity 1 issue is reached.

(iii) The Supplier will resolve all Incidents. For Properties that select the "Full Remote Only Support" model or the "Partial Remote Support" model that includes guest room access points, Property staff will serve as an on-site technician to assist the Supplier with on-site tasks related to Incident resolution on an as-needed basis.

(iv) The Supplier will close the associated trouble ticket and entering all appropriate data into the ServiceNow ticketing tool or if ServiceNow functionality is not yet ready, into the Supplier's ticketing tool. Supplier will not close a ticket unless (1) all elements of the ticket are resolved and Supplier confirms that the affected Guest Internet access equipment and Service is fully operational in accordance with performance specifications and the requirements of the Statement of Work, or (2) a representative at the affected Property confirms that the Incident has been resolved to its reasonable satisfaction.

(v) The Supplier will update all trouble tickets in a timely fashion.

(vi) The Supplier will provide timely updates through the trouble ticket system.

(vii) The Supplier will notify the Property representative when Supplier determines that an Incident is resolved and ready for verification by the Property.

(viii) The Supplier will maintain trouble ticket history archives and providing access to such archives upon request. Unless otherwise authorized by the Property in writing, such archives shall be retained online by Supplier for a period no less than the term of the Agreement.

(ix) The Supplier will track all properly logged trouble tickets received by the Supplier's dispatch center through to resolution.

(d) Problem Management

(i) The Supplier will identify and resolve all Problems. For Properties that select the "Full Remote Only Support" model or the "Partial Remote Support" model that includes guest room access points, Property staff will serve as an on-site technician to assist the Supplier with on-site tasks related to Problem resolution on an as-needed basis.

(ii) The Supplier will assess and address chronic issue notifications and determining if the issue requires an onsite resource to resolve. For Properties that select the "Remote Only" support model, the Supplier will be responsible for remote diagnostics only and will enlist the assistance of Property staff for any diagnostics that require on-site resource to perform. If the Property staff is unable to resolve the issue the Supplier will provide onsite billable technical support.

(iii) The Supplier will coordinate with the Property onsite contact for all Guest Internet access equipment maintenance such that if/when Guest Internet access equipment is repaired or replaced by an on-site technician, the repair will be communicated to Supplier by the on-site technician. This requirement includes an obligation for Supplier to update asset information and any changes to the topology of the network that may have changed as a result of such maintenance. For Properties that select the "Full Remote Only Support" model or the "Partial Remote Support" model that includes Guest Room access points, the Property will be responsible for on-site repair and replacement work, with assistance from the Supplier. For on-site repair and replacement works that would be classified as Break/Fix events, the Supplier is held financial responsible for replacement equipment for all Properties, regardless of support model used.

(iv) The Supplier will identify issues which require repair/replacement of defective Guest Internet access equipment, and addressing such issues via an onsite dispatch and repair or replacement of the defective Guest Internet access equipment. For Properties that select the "Full Remote Only Support" model for all equipment or the "Partial Remote Support" model that excludes Guest Room access points, the Property will be responsible for on-site repair and replacement work, with assistance from the Supplier. In the event a

Property that selects the “Full Remote Only Support” model for all equipment or the “Partial Remote Support” model that excludes guest room access points, requires on-site support to address any issues, the usage of on-site support will be considered a chargeable event in accordance with the rates agreed by Supplier with Hilton pursuant to the Agreement. For on-site repair and replacement work that would be classified as Break/Fix events, the Supplier holds financial responsibility for replacement equipment for all Properties, regardless of support model used.

(v) The Supplier will dispatch appropriate resources to Properties to resolve Guest Internet access equipment problems in a timely manner. Dispatch resources must be available 24x7x365. For Properties that select the “Remote Only” support model for all equipment or the “Partial Remote” support model that excludes guest room access points, the Supplier will not be responsible for dispatching a technician to the Property, and instead will rely on Property staff to serve as the on-site technician.

(vi) The Supplier will respond to alarms to remotely restore Services at a given Property where possible or providing on-site support as appropriate. For Properties that select the “Remote Only” support model, the Supplier will not be responsible for providing on-site support.

(vii) The Supplier will communicate to the Property and Hilton once all detected issues have been resolved.

(viii) The Supplier will validate resolution of tickets and closing tickets when the Incident or Problem or change giving rise to the ticket is resolved or completed.

(ix) The Supplier will document the resolution and communicating the resolution to Property.

(e) Change Management

(i) The Supplier will provide and follow a process for contacting the appropriate network operations center or account management contact to support change requests so that if Property personnel would like to request a new feature or other configuration settings, the correct role within the Supplier’s organization will gather the information needed to begin the process to complete the change.

(ii) The Supplier will work with the Property and/or Hilton as applicable to schedule approved change requests.

(iii) The Supplier will execute scheduled change requests.

(iv) The Supplier will communicate to Property and/or Hilton once a scheduled change request has been successfully executed.

(v) The Supplier will log change requests received from Properties and communicate requested changes to Hilton for approval.

(vi) The Supplier will test the change prior to execution and communicate to Hilton the results of said testing.

(vii) The Supplier will validate that systems will be unavailable during maintenance windows only to the extent necessary for systems maintenance purposes.

(viii) The Supplier will schedule System maintenance during intervals to minimize impact to End Users' ability to connect to the Guest Internet network. Maintenance that is not planned to have an impact to End Users' ability to connect can be performed at any time; provided, however, that any unplanned maintenance activity that impacts End Users or otherwise qualifies as a Severity Level Incident shall be included in the measurements used to determine Supplier's compliance with the Service Levels.

(1) Any System maintenance that is planned to have 60 minutes or less of expected impact to End Users will be scheduled between the hours of 1:00AM and 5:00 AM local time.

(2) Any System maintenance that is planned to have greater than 60 minutes of expected impact will be scheduled between the hours of 1:00AM and 5:00AM local time on Saturday or Sunday.

(3) The total planned maintenance window outage time per week will be less than 2 hours aggregate for all windows in a week, without prior approval by Hilton.

(4) The Supplier will obtain the Hilton's approval prior to performing urgent maintenances impacting End Users.

(5) Any planned maintenance window outages that require more than one hundred twenty (120) minutes will be discussed with Hilton and jointly planned prior to execution.

(ix) The Supplier will allow Hilton to specify "freeze" periods during which the Supplier will not make any changes. Such freeze periods must be specified at least one hundred twenty (120) days in advance and may not exceed thirty (30) contiguous days. On an emergency basis, Hilton may require and request an emergency freeze which will be granted without meeting the advance notice requirements set forth herein.

(x) The Supplier will provide Hilton and the Property with as much notice as is reasonably practicable for any emergency changes, and performing such maintenance so as to minimize interference with the business and operational needs of the Property.

(xi) The Supplier will reasonably test changes to the environment and resolving faults prior to production startup, including inter-operability testing.

(f) Proactive Monitoring

(i) The Supplier will provide 24x7x365 network monitoring Services to identify and address system performance issues before Property intervention is required.

(ii) The Supplier will respond when an issue is identified through monitoring software by automatically opening a ticket and beginning the escalation and resolution process.

(iii) The Supplier will validate/update resolution of tickets as appropriate such that when a problem is resolved, the ticket will be closed and the resolution will be documented in the ticket.

(iv) The Supplier will analyze ticket data to look for trends or reoccurring problems so that such chronic problems will be isolated and corrected.

(v) For hardware failures and/or outages that trigger a Severity Level event the Supplier will communicate alerts to the Hilton IT organization and the Property. For all other hardware failures and/or outages the Supplier will communicate alerts to the Property only.

(vi) The Supplier will receive monitoring alerts, review those alerts and take appropriate actions to remedy the cause of such alerts.

(vii) The Supplier will notify Hilton and the Property within thirty (30) minutes of any Severity Level issues and continuing to update Hilton and the Property consistent with the notification requirements defined in **MSA Exhibit 3 – Service Level Methodology**. The Supplier is not required to send any additional notifications between the time of issue resolution identification, and issue resolution application, at which time a final notification must be issued alerting all parties to the application of resolution and closure of the Severity Level issue.

6.8 Meeting and Events Services - Those Services outlined in Sections 6.8(a) through 6.8(c) are mandatory services if the Property has elected to purchase Meeting and Event Services under this Schedule.

(a) Meetings and Events Services—All Hotels - All Services outlined elsewhere in this document apply to the Meeting Space area for all Properties served by the Supplier. In addition, the Supplier will perform and provide the following Services that are specific to the Meeting Space. Pricing to provide features (i) through (vii) below, and the delivery method for performing these services, to be agreed upon between the Property and Supplier as part of the Meeting and Event Services tier selection process. In the event automated or self-service delivery of the features in (i) – (vii) below is agreed upon by the Supplier and Property as part of the Meeting & Event Services tier selection process, the features will not be separately chargeable. If the Supplier does not have, or the Property elects not to use, automated or self-service delivery of these features, a chargeable event may be triggered at the sole discretion of the Supplier. The Supplier's responsibilities include:

(i) The Supplier will provide the ability to authenticate temporary equipment such as rental switches and non-Supplier managed guest owned switches. Any device may be connected to the ports (if applicable/available) of the temporary equipment using MAC authentication or 802.1x.

(ii) The Supplier will configure always-on switch ports during the initial installation or network takeover as requested by the Property. Configuration of always-on switch ports after the initial installation or network takeover will be considered a MACD event.

(iii) The Supplier will support guests with a dedicated switched network used to setup a private network. Guests may bring in their own internet connection if desired. If a Guest brings in their own equipment, the Supplier will provide best effort to remotely support the event but will provide no guarantee regarding performance since the Supplier is unable to manage the Guest's equipment remotely. Remote turn down of Hotel equipment and/or remote setup of Guest equipment by the Supplier is a chargeable service. The hotel also has the ability to request a proposal from the Supplier for onsite support during the meeting.

(iv) The Supplier will assist the Property with configuration of landing page bypass on specific ports or SSIDs based on group requirements.

(v) The Supplier will provide the ability for the Property to configure custom SSIDs for a guest based on conference start and end times with the SSID being deleted from the Meeting Space access point when the conference is finished. Security keys to connect to the SSID may either be auto-generated or manually created.

(vi) The Supplier will provide the ability for the Property to enable and disable DHCP services based on group requirements and configure the DHCP scopes for both private and public IP addresses.

(vii) The Supplier will provide hands-on training covering all administrative functions of the CA Vendor's authentication system, relating to Meetings and Events services, to Property staff at the time of Property installation as it pertains to Supplier's provided system.

(b) Meetings and Events Services Tier 1 (StayConnected) - Focused service and full service Properties with meeting space at/below 20,000 sq. ft. (6,000 sq. m.) and managing small scale meetings may select the Meetings and Events Services Tier 1 (StayConnected) service package as indicated in Section 1 of this Schedule. All Services outlined prior to this section in this document are included in the Meetings and Events Services Tier 1 service package, as well as those services outlined within this section. At Properties that select the Meetings and Events Services Tier 1 service package as indicated in Section 1 of this Schedule, the Supplier will adhere to and deliver the same SLAs and reporting requirements that are applicable to the Property's guest room. The Supplier's responsibilities include:

(i) The Supplier will ensure that all Meetings and Events Services Tier 1 service package Properties are installed and configured per the "Standard" requirements as set forth in the Technical Standards.

(ii) The Supplier will provide temporary on-site meeting support staff to address any end-user and/or technical issues that may arise during a specific meeting or event. This service is considered a chargeable service and must be made available for any meeting or event at the request of the Property.

(iii) The Supplier will provide the option for Properties and/or meeting groups to rent certain common networking components directly from the Supplier. Rental equipment is considered a chargeable service and must be made available for any meeting or event at the request of the Property.

(iv) The Supplier will collaborate with the Property to configure equipment (as needed) and set up authentication credentials for the meeting or event. This is chargeable if completed by the Supplier.

(v) The Supplier will provide general Property sales team event guidance via shared sales advisor. For Meetings and Events Services Tier 1 Properties, the shared sales advisor can be reached via a phone call to the Supplier's NOC/hotel-facing helpdesk and subsequent escalation/ticket routing through the Supplier's organization. A dedicated phone number for the shared sales advisor is not required for Meetings and Events Services Tier 1 Properties.

(vi) The Supplier will resolve all incidents associated with the infrastructure, and internet connectivity encountered during the meeting or event.

(vii) The Supplier will generate an invoice for the meeting or event to the Property, in the event chargeable services are rendered.

(c) Meetings and Events Services Tier 2 (EventConnected) - Any Property may select the Meetings and Events Services Tier 2 (EventConnected) service package as indicated in Section 1 this Schedule, however, the M&E Tier 2 service package is designed for Properties that support meetings that are larger and have more complex requirements than will be fulfilled via the Meetings and Events Services Tier 1 (StayConnected) service package. The Meetings and Events Services

Tier 2 service package is the minimum requirement for all Properties with more than 20,000 sq. ft. of meeting space. All services outlined prior to this section in this document, including those called out as requirements for the Meetings and Events Services Tier 1 service package, are included in the Meetings and Events Services Tier 2 service package, as well as those services outlined within this section. At Properties that select the Meetings and Events Services Tier 2 service package as indicated in Section 1 of this Schedule, the Supplier will be responsible for adherence to and delivery of the same SLAs and reporting requirements that are applicable to the Property's guest room. If a Property has an in-house team that will provide any of the support responsibilities outlined in this Section 6.8(c), including, but not limited to, Internet sales assistance and event network setup, the Supplier will work with the Hotel to identify the responsibilities of the Supplier versus those to be taken on by the Property staff. The Supplier will then re-price the EventConnected Services for that Property to reflect an equitable reduction in charges in view of the Supplier responsibilities being performed by the Property staff. The Supplier's responsibilities include:

- (i) The Supplier will ensure that all Meetings and Events Services Tier 2 service package Properties are installed and configured per the "Standard" requirements as set forth in the Technical Standards. Meetings and Events Services Tier 2 service package Properties may elect to implement any/all of the additional "Enhanced" requirements, as desired, as set forth in the Technical Standards.
- (ii) The Supplier will provide assistance with the procurement and installation of temporary bandwidth upgrades or circuits for a meeting or event. Any remote configuration works associated with delivering this service may be considered a chargeable event in accordance with the rates agreed by Supplier with Hilton pursuant to the Master Services Agreement.
- (iii) The Supplier will provide remote sales assistance to the Property via a sales advisor. The sales advisor will be responsible for event consultations with the Property sales team and meeting or event group, serving as an account manager for the Property as it relates to meeting and events services, and providing ongoing technical training for the Property regarding the meeting and events services and technical capabilities. The sales advisor must be reachable via dedicated phone number, used only for sales inquiries for Meeting and Event Services, that is separate from the support numbers/IVRs used for Guest Room support.
- (iv) The Supplier will provide a remote engineering resource to work with the Property and meeting or event group for the duration of all meetings or events to assist with the identification and resolution of any/all technical issues as well as execution of technical configuration changes. This is a mandatory service anytime a meeting or event is booked via the Supplier's sales advisor and results in meeting or event specific network or billing configurations. In all other cases, the remote engineering resource is optional and will result in a chargeable expense.
- (v) The Supplier will provide optional, on-site meeting support staff to address any end-user and/or technical issues that may arise during all meetings or events. This is a chargeable service. The Property may elect to use their own resources to provide on-site meeting support, if desired.
- (vi) The Supplier will provide the option for Properties and/or meeting groups to rent certain common networking components directly from the Supplier. Rental equipment is considered a chargeable service and must be made available for any meeting or event at the request of the Property.
- (vii) The Supplier will receive requirements for a meeting or event from Property or meeting group.

(viii) The Supplier will respond to the Property or meeting group within 1 business day of receiving requirements acknowledging the receipt of the meeting request and requirements. Within 2 business days, the Supplier must either validate and ensure that all requirements are properly documented, or have scheduled a meeting with the Property or meeting group to review and address any questions. At all times the Supplier must provide best effort to complete the confirmation of requirements in a timely manner.

(ix) The Supplier will prepare a technical proposal for the managed conference and distributing such proposal to the meeting group, and Property for review and acceptance.

(x) The Supplier will create a cost proposal/quotation for managed conferences and distributing to the meeting group and Property for review and acceptance.

(xi) The Supplier will collaborate with the meeting group and Property to plan the meeting or event.

(xii) The Supplier will attend meetings with and as requested by the meeting group and Property. These onsite meetings are a chargeable service.

(xiii) The Supplier will implement and execute against the approved order for the meeting or event.

(xiv) The Supplier will provide on-site support during the meeting or event (if requested by the Property), including setup and breakdown of conference infrastructure and assisting event guests with connecting to the network. This on-site support is a chargeable service.

(xv) The Supplier will resolve all Incidents associated with that infrastructure and the Internet connectivity for the meeting or event.

(xvi) The Supplier will deliver real-time bandwidth utilization reports during each meeting or event, allowing the Property to make as-needed adjustments to the bandwidth thresholds and configurations set for the meeting or event.

(xvii) The Supplier will generate an invoice for the meeting or event to the meeting group, and Property.

(d) Meetings and Events Services Tier 3 (EventConnected Enhanced) - Any Property may select the Meetings and Events Services Tier 3 (EventConnected Enhanced) service package as indicated in Section 1 of this Schedule, however, the Meetings and Events Services Tier 3 service package is designed for Properties that support large, complex, and high profile meetings. All Services outlined prior to this section in this document, including those called out as requirements for the Meetings and Events Services Tier 1 (StayConnected) and 2 (EventConnected) service packages are included in the Meetings and Events Services Tier 3 service package, as well as those services outlined within this section. Pricing for the Meetings and Events Services Tier 3 (EventConnected Enhanced) Services will be determined on a per Property basis as agreed upon by the Property and Supplier. If a Property has an in-house team that will provide any of the support responsibilities outlined in this Section 6.8(d), including, but not limited to, Internet sales assistance and event network setup, the Supplier will work with the Hotel to identify the responsibilities of the Supplier versus those to be taken on by the Property staff. The Supplier will then re-price the EventConnected Services for that Property to reflect an equitable reduction in charges in view of the Supplier responsibilities being performed by the Property staff. The Supplier's responsibilities include:

(i) The Supplier will ensure that all Meetings and Events Services Tier 3 service package Properties are installed and configured per the specified “Enhanced” requirements as set forth in the Meeting Space Technical Standards.

(ii) The Supplier will provide assistance with the procurement and installation of temporary bandwidth upgrades or circuits for a meeting or event. Any remote configuration works associated with delivering this service may be considered a chargeable event in accordance with any applicable rates and/or charging methodologies in the Agreement. Temporary bandwidth circuits may be subject to minimum contract terms or value of business if funded by the Supplier as part of an event price package agreed upon with the Property.

(iii) The Supplier will provide sales assistance to the Property via a sales advisor. The sales advisor will be responsible for event consultations with the Property sales team and meeting or event group, serving as an account manager for the Property as it relates to meeting and events services, and providing ongoing technical training for the Property regarding the meeting and events services and technical capabilities. The sales advisor will be physically located at the Property and will be dedicated to the Property. The sales advisor must be reachable via dedicated phone number, used only for sales inquiries for Meetings and Events services, that is separate from the support numbers/IVRs used for Guest Room support.

(iv) The Supplier will provide a dedicated on-site engineering resource to work with the Property and meeting or event group for the duration of all meetings or events to assist with the identification and resolution of any/all technical issues as well as execution of technical configuration changes.

(v) The Supplier will provide permanent, dedicated on-site meeting support staff to address any end-user and/or technical issues that may arise during all meetings or events. The Property and/or Hilton reserves the right to discontinue the requirement for a dedicated on-site resource at any time, based on the Property’s specific requirements and proximity to other Properties for which a single resource could be effectively shared amongst multiple Properties. The Property and/or Hilton must involve the Supplier in the decision process before the final decision is made. There will not be any reduction in Services fees if the Property discontinues the on-site meeting support, provided that the Property may pay a cancellation fee reasonably determined by Supplier in exchange for an ongoing reduction in Service fees to reflect the discontinuation of on-site resources.

(vi) The Supplier will provide the option for Properties and/or meeting groups to rent certain common networking components directly from the Supplier. Rental equipment is considered a chargeable service and must be made available for any meeting or event at the request of the Property.

(vii) The Supplier will provide on-site spares for common networking equipment, including, but not limited to access points, switches, and routers. The requirement for spares can be fulfilled by either Property purchased equipment, or Supplier provided rental equipment. Quantities of on-site spares on hand must always be equal to or greater than the minimum requirements set forth in the Technical Standards.

(viii) The Supplier will perform redundancy tests a minimum of once per quarter to ensure that the redundant functionality is operating as expected per the requirements set forth in the Technical Standards. Results of each redundancy test, along with a detailed action plan to address a failed redundancy test, will be provided to the Property upon completion of the redundancy test.

- (ix) The Supplier will receive requirements for a meeting or event from Property or meeting group.
- (x) The Supplier will respond to the Property or meeting group upon receiving requirements, validate requirements and ensure all requirements are properly documented.
- (xi) The Supplier will prepare a technical proposal for the managed conference and distributing such proposal to the meeting group, and Property for review and acceptance.
- (xii) The Supplier will create a cost proposal/quotation for managed conferences and distributing to the meeting group and Property for review and acceptance.
- (xiii) The Supplier will collaborate with the meeting group and Property to plan the meeting or event.
- (xiv) The Supplier will attend meetings with and as requested by the meeting group and Property.
- (xv) The Supplier will implement and execute against the approved order for the meeting or event.
- (xvi) The Supplier will provide on-site support during the meeting or event, including setup and breakdown of conference infrastructure and assisting event guests with connecting to the network.
- (xvii) The Supplier will deliver real-time bandwidth utilization reports during each meeting or event, allowing the Property to make as-needed adjustments to the bandwidth thresholds and configurations set for the meeting or event.
- (xviii) The Supplier will resolve all Incidents associated with that infrastructure and the Internet connectivity for the meeting or event.
- (xix) The Supplier will generate an invoice for the meeting or event to the meeting group, and Property.

7. **Planned ServiceNow Functionality**

7.1 As mentioned in Section 4, Supplier will be required to use ServiceNow in connection with performing the Services under this Schedule. Hilton is developing functionality in ServiceNow to accommodate the following future requirements on the Supplier.

(1) The Supplier will use the ServiceNow portal, either directly or through API call, to respond to Properties who request designs and quotes for any portion of the StayConnected Services. Supplier will not be allowed to approach Properties or their owners directly for the purpose of sales activities. (Existing relationships the Supplier has with owners will not be included in this restriction).

(2) A Property who wishes to put its service requirements out for competition will complete a survey in the ServiceNow portal identifying the services it wishes to receive and select the competing suppliers from a list maintained by Hilton in the ServiceNow portal. Each supplier selected from the list will be invited to provide a design and quote for the requested services to the Property through the ServiceNow portal. The Property will evaluate the submissions and select its supplier using the ServiceNow portal. All of the suppliers involved in the competition will be informed of the Property's decision.

(3) The contracting process will occur outside of the ServiceNow portal but its progress will be tracked in the ServiceNow portal. Management of the Property's installation through to Hilton certification will also occur outside of the ServiceNow portal but its progress will be tracked in the ServiceNow portal. The vendor is required to track progress and provide timely updates in the portal through the process defined in the portal.

(4) Within five (5) business days of the StayConnected Services having been completed Supplier (assuming it is chosen) will upload supporting documentation into the ServiceNow portal and request Hilton certification of the Services performed at the Property. Upon receiving this documentation, Hilton will review and if appropriate, certify the Property and move the Property's StayConnected and UnoNet services into production.

(5) Once the Property's StayConnected and UnoNet services are moved into production Supplier, either through an API call or direct input into ServiceNow, will enter and track all Incidents and Problems in the ticketing system in ServiceNow.

ServiceNow functionality and the requirements for its use by Supplier and other suppliers may change from time to time at the sole discretion of Hilton.

8. Reports

Supplier will provide the reports required by **MSA Exhibit 3 – Service Level Methodology** and as otherwise required by Hilton. In addition, Supplier will provide, on each day of the installation, an end of day report to the Property identifying all equipment which has. Been installed, including in guest rooms and any problems that have prevented successful installation.

9. Service Levels

Supplier will meet or exceed the applicable Service levels in **MSA Exhibit 3 – Service Level Methodology**. Supplier will inform the Property promptly by email or phone of every Severity 1, 2 and 3 event.

10. Charges

10.1 **Services Charges** - The Charges for the Services under this Schedule are as follows:

[Insert charges.]

10.2 **Termination Charges** - There are no termination charges payable under this Schedule.

10.3 Invoicing

(a) Implementation Charges under this Schedule will be invoiced as follows: (i) 50% upon the later of the execution of the Participation Agreement or the execution of the statement of work or other agreement between Supplier and Property for performance of the Services in this Schedule; (ii) 30% upon delivery of the Equipment to the Property and (iii) 20% upon the Property's acceptance of the implementation Services under this Schedule.

(b) Guest Room Monthly Services Support Charges will be invoiced in accordance with the Agreement commencing upon Property Acceptance.

10.4 **Financial Responsibility Matrix** - The primary purpose of the Financial Responsibility Matrix is to specify, on an exclusive basis, the Property's retained financial obligations in connection with the Services. The Financial Responsibility Matrix also specifies, on a non-exclusive basis, certain resources for which Supplier is financially responsible that are particularly relevant to the Services. Any personnel, facility, hardware, software, service or other resources or expenses required in connection with the Services that are not expressly allocated to Property pursuant to this Financial Responsibility Matrix, whether or not listed as a Supplier responsibility in this

Financial Responsibility Matrix, will be the financial responsibility of the Supplier. The Supplier's only cost recovery mechanism for resources required in connection with the Services will be the Charges, except as expressly indicated to the contrary in this Financial Responsibility Matrix.

Resource	Financial Responsibility	Supplier Cost Recovery Mechanism
Personnel required to provide the Services	Supplier	Charges ¹

Resource	Financial Responsibility	Supplier Cost Recovery Mechanism
Personnel travel	Supplier	Only where permitted for initial implementation or equipment refresh or execution of Chargeable MACD requests, travel expenses may be passed through to the Properties at cost and subject to Hilton's travel and expense policy
WAN router at hotel and any maintenance contract for same	Property	N/A
Firewall at hotel and any maintenance contract for same	Property	N/A
Hotel LAN equipment and firmware (wired and wireless)	Property (when purchased from Insight)	Installation Charges defined in Section [_____] <p>Equipment will be charged by Insight</p>
Hotel LAN equipment/firmware (wired and wireless) configuration and maintenance (including break-fix replacement)	Supplier (whether or not equipment is purchased through Supplier)	Recurring Monthly Charges to Property

¹ References herein to "Charges" presumptively refer to the Monthly Support Charges for either Guest Room, Public Space or Meeting and Event Services, as applicable. One-time Charges (e.g., equipment, installation, etc.) that are permitted pursuant to the Agreement will only be charged as expressly permitted pursuant to the Agreement.

Cabling at the hotel	Property, unless cabling is required due to Supplier's failure to meet the Technical Standards during the acceptance of Property refresh, in which case, the Supplier will reimburse the Property for the cabling expense	N/A
Cost of Internet connection at the hotel	Property	N/A
Toll free charges for Supplier help desk / charges for calls from Supplier to Properties	Supplier	Recurring Monthly Charges to Property
Any required connectivity between Hilton's centralized network to Supplier location(s)	Supplier	Recurring Monthly Charges to Property
Centralized authentication system hardware and software	Hilton / Property	Part of Recurring Monthly Charges to Property
Any equipment, software or services required for Supplier to interface with Hilton's centralized authentication system as required by the RFP	Supplier	Recurring Monthly Charges to Property
Centralized Hilton Applications (i.e., PIM and PMS)	Hilton / Hotels	N/A
Resource	Financial Responsibility	Supplier Cost Recovery Mechanism
Shipping of equipment to the Properties for initial implementation or refresh	Property	Insight invoices the property directly
Shipping of equipment to the Properties for maintenance, break-fix or any other reason not related to initial implementation or refresh	Supplier	Recurring Monthly Charges to the Property
Off-site storage / parts depot(s)	Supplier	Recurring Monthly Charges to the Property
Purchase of off-site spare parts to be held by Supplier as may be required for certain equipment manufacturers	Supplier	Recurring Monthly Charges to Property
Purchase and on-site storage of spare and/or redundant equipment as required by Properties wall plate access points as may be agreed by Properties choosing the "Full Remote Only Support" option	Property	N/A
Purchase and on-site storage of spare wall plate access points as may be agreed by Properties choosing the "Partial Remote Support" option	Property	N/A
Yearly certification fees, ServiceNow license fees, and Dashboard support. To be determined at the beginning of each fiscal year. These will be	Supplier	Recurring Monthly Charges to the Property

invoiced to Supplier and payable in 60 days. Changes can be made 1x per quarter. Jan 1(full billing for licensing fees) , April 1 (Certification Fee and Incremental Licensing fees), July 1 Incremental Licensing fees and Oct. 1 Incremental Licensing fees		
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11. **Performance.**

11.1 **Installation Error Remediation.** Supplier will return to the Property to remediate (fix) any incomplete, incorrect or unsuccessful StayConnected Services, including without limitation any installations that don’t operate properly (each, a “**Non-Conformity**”) within three (3) days of being notified by the Property of such Non-Conformity. Supplier will fix each Non-Conformity within five 5 days of being told about it by the Property and will do so at no charge to the Property. If remediation activities require entry by Supplier into 5% or more of the Property’s guest rooms to fix Non-Conformities the Property may deduct 25% from the Supplier’s charges for the StayConnected Services.

11.2 **Supplier Warranty.** Supplier warrants that it will fix all Non-Conformities for the first 90 days after acceptance at no charge.

12. **Accommodations.** At the discretion of the Property, the Property will provide complementary, double occupancy rooms for the Supplier’s installation team. All other expenses incurred by the Supplier installation team will be paid by the Supplier team members or the Supplier.

ATTACHMENT 1

See attached.

ATTACHMENT 2

See attached.

ATTACHMENT 3

See attached.

ATTACHMENT 4

See attached.

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External Core Authentication Service Requirements

1.1 Authentication Services

1.1.1 Core Authentication Services

1.1.1.1. Pricing Plans

The Provider's responsibilities include:

- 1.1.1.1.1.* Displaying the available pricing plans to the Guest on the landing page and/or during the authentication process (as dictated by the landing page template and associated defined user journeys), including: the plan name, cost, tax amount, duration of connection period and available quantities of the connection period.
- 1.1.1.1.2.* Supporting the configuration and selection of multiple quantities of a particular pricing plan such that a Guest could choose to purchase one, two or some other number of hours or days (determined by the configuration) for which the Guest would then be authorized to connect to the Internet. Acceptable configurations for multi hour and multi day pricing options are as follows:
 - Hour Quantity - 1 hour, 6 hour, 12 hour
 - Day Quantity – 1 day, 3, days, 5 days, 7 days, 14 days, 30 days
 - Pricing – may be configured linearly (if 1 day is \$5, then 3 days would be \$15) or on a discount basis (if 1 day is \$5, then 3 days would be less than \$15)
- 1.1.1.1.3.* Supporting the configuration of a pricing plan such that the plan is only displayed on the landing page and/or during the authentication process (as dictated by the landing page template and associated defined user journeys) in specific zones of theProperty and can only be purchased/selected by Guests within those zones of theProperty.
- 1.1.1.1.4.* Supporting the ability to offer duration and bandwidth limited free-to-Guest Internet Access in public areas as desired by Hilton and/or an individualProperty.
- 1.1.1.1.5.* Supporting the configuration of pricing plans allowing the time duration to be modified by appropriate members of theProperty staff on a plan- by-plan basis. Hilton should have the ability to configure Guest Internet Access to any time duration up to and including 999 days.

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- 1.1.1.1.6.* Configuring pricing plans such that each plan has a textual description to be displayed on the Guest facing authentication page allowing the Guest to understand the various properties of the plan the Guest is purchasing. Hilton will determine the specific, acceptable, verbiage to be used for each type of pricing plan to be used in non-Meeting Room locations. TheProperty will determine the specific, acceptable, verbiage to be used for each type of pricing plan to be used in Meeting Room areas.
- 1.1.1.1.7.* Supporting pricing plans to be configurable on a perProperty basis so that different Properties can have different combinations of pricing and bandwidth options.
- 1.1.1.1.8.* Supporting the ability to offer tiered pricing through the display of multiple pricing plans on the Landing Page. The levels of tiered pricing that should be provided are bandwidth, price, and connection duration. Hilton should have the ability to incorporate multiple levels of tiered pricing (e.g., price and duration, price and speed, price and bandwidth, etc.) as desired. At the time of agreement execution the following Tiered Pricing implementation are in place:
- Focused Service and Extended Stay Brands – Free Standard Guest Internet Access + Paid Premium Guest Internet Access.
 - Standard Guest Internet Access is at least 2 Mbps, has a 24-hour connection duration, and must be a free service. Hotels may elect to utilize any speed at or above the 2 Mbps minimum cap rate.
 - Premium Guest Internet Access is at least 6 Mbps (and must always be at least 3x faster than Standard Guest Internet Access), must be offered in 24-hour connection duration increments (up to and including 7 days) and must be a pay service between \$2.95 and 6.95 per day. Exact price of the Premium Guest Internet Access to be determined by local market conditions by eachProperty. Hotels may elect to use any speed at or above the 6 Mbps minimum cap rate as long as the speed maintained the 3x differential compared to the Standard tier's cap rate.
 - Full Service and Luxury Brands – Free or Paid Standard Guest Internet Access + Paid Premium Guest Internet Access.
 - Standard Guest Internet Access is at least 2 Mbps, has a 24-hour connection duration, and may be either a free service or a paid service. The exact price of the Standard Guest Internet Access to be

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determined by local market conditions by eachProperty. Hotels may elect to utilize any speed at or above the 2 Mbps minimum cap rate.

- Premium Guest Internet Access is at least 6 Mbps (and must always be at least 3x faster than Standard Internet access), must be offered in 24-hour connection duration increments (up to and including 7 days) and must be a pay service. The exact price of the Premium Guest Internet Access to be determined by local market conditions by eachProperty. Hotels may elect to utilize any speed at or above the 6 Mbps minimum cap rate as long as the speed maintains the 3x differential compared to the Standard tier's cap rate.

1.1.1.1.9. Supporting the ability to provide free-to-Guest Internet Access based on Honors tier level. The minimum tier level (and above) that will be provided via free-to-Guest Internet Access is subject to change at any time by Hilton. At the time of agreement execution no free-to-Guest Internet Access based solely on a Guest's Honors tier level is in place.

1.1.1.1.10. Supporting the ability to provide free-to-Guest Internet Access based on a combination of Honors tier level and the Guest's booking channel. The minimum tier level (and above) that will be provided via free-to-Guest Internet Access is subject to change at any time by Hilton. The Guest's booking channel will be derived by collecting the Guest's Honors username or ID, Honors password, and the Guest's room number. These elements will be passed to Hilton's loyalty system to validate the Guest's current Honors tier level and booking source, as well as retrieve the guest's last name. The last name provided by Hilton's loyalty system will be then paired with the Guest's room number and passed to Hilton's PMS system to validate that the guest is in-house. At the time of agreement execution the following Honors tier/Booking Channel free-to-Guest Internet Access services are in place:

- Blue, Silver, and Gold Honors members who book via Direct or GDS channel will receive free Standard Guest Internet Access
- Diamond Honors members who book via Direct or GDS channel will receive free Premium Guest Internet Access

1.1.1.1.11. Supporting the ability to allow Properties to set fixed bandwidth caps either on a per user/device level. The cap settings defined through this configuration will set the maximum amount of bandwidth that can be consumed by a single user or device.

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- 1.1.1.1.12.* Supporting the ability for Properties to specify discount amounts and/or percentages for multi-day Guest Internet Access purchases.
- 1.1.1.1.13.* Supporting the ability for Guests to connect more than 1 device concurrently for each purchase of Guest Internet Access. The exact number of devices that Guests will be allowed to connect concurrently for each Guest Internet Access purchase will be set by Hilton, and should be configurable by region, Brand, and Guest Internet Access tier level (Standard or Premium Guest Internet Access). Once Guests have reached their maximum device allotment for a single purchase, Guests should be allowed to either purchase an additional Guest Internet Access connection or manually remove an existing device from their Guest Internet Access account. At the time of agreement execution all paid levels of Guest Internet Access across all Brands are set to allow 3 devices per purchase. There is currently no device cap for free levels of Guest Internet Access.

1.1.1.2. Payment /Authentication Methods

The Provider's responsibilities include:

- 1.1.1.2.1.* Providing a mechanism for the Guest to choose between payments via PMS and credit card for Properties that bill to Guests. At a minimum, the Provider must support payments from Visa, Master Card, American Express, and any other prominent networks operating within the geographic scope of the Services. At the time of agreement, credit card payment services are only required for those Properties located in Europe (including the United Kingdom and Ireland). Hilton reserves the right to expand the credit card payment requirement scope at any time to include additional regions or countries. This requirement only applies in the event the Provider is acting as the credit card processor for theProperty.
- 1.1.1.2.2.* Supporting the ability to accept the last name and room number of a Guest for use in authenticating a connection.
- 1.1.1.2.3.* Providing support for billing for Guest Internet Access in various currencies. The Provider will be required to provide support for USD and the country's official currency for all Properties.
- 1.1.1.2.4.* Supporting the ability to accept the Honors ID or Username, Honors password and room number of a Guest for use in authenticating a Guest Internet Access connection. This will be achieved through dedicated interfaces to Hilton's loyalty system and PMS. Hilton will provide the Provider interface specification documentation as

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well as configuration support in establishing and maintaining a connection to Hilton's loyalty system and PMS.

- 1.1.1.2.5.* Supporting the ability to post a charge to the Guest's credit card as payment for Guest Internet Access.
- 1.1.1.2.6.* Supporting the use of a Guest's Honors ID and Honors password for the purpose of determining the Guest's name and using this information with the room number to validate with the PMS system that the Guest is actively staying at theProperty prior to allowing free-to-Guest Internet Access.
- 1.1.1.2.7.* Supporting the use of a Guest's Honors ID and Honors password for the purpose of determining the Guest's name and using this with the room number to authorize a charge in the PMS system prior to allowing access to the Guest Internet Access services.
- 1.1.1.2.8.* Supporting the ability to present a connection option that only requires a "connect" button to be virtually pushed by the Guest to provide authorization for access to the Guest Internet Access services.
- 1.1.1.2.9.* Providing Hilton the ability to enable or disable the use of 3rd party roaming partners throughout the entire property, or only in specific zones of the property as defined by Hilton. Hilton reserves the right to approve any 3rd party roaming partners used in any of Hilton's Properties – any request to utilize roaming partners must be presented to Hilton, approved by Hilton, and deployed by Hilton. The usage/availability of 3rd party roaming partners should be configurable by Hilton on a country-by-country basis. The bandwidth allocated to a connection originating through the use of a 3rd party roaming partner should never exceed that available to all guests via the Premium Guest Internet Access tier level.

1.1.1.3. Promotional Codes

The Provider's responsibilities include:

- 1.1.1.3.1.* Supporting the ability to use a Promotional Code for authenticating Guests at a Property.
- 1.1.1.3.2.* Supporting the ability of Property managers to create, modify, and delete Promotional Codes for their ownProperty. Super Users (as defined by Hilton) will have the ability to create, modify, or delete Promotional Codes, including the ability to change durations and bandwidth, for anyProperty, Brand, or for the entire estate.
- 1.1.1.3.3.* Supporting the use of Promotional Codes for complimentary Guest Internet Access. Promotional codes issued should only be usable at Hilton's

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Properties, and should be usable at a singleProperty, a collection of Properties, or all of Hilton's Properties as defined during Promotional Code creation.

- 1.1.1.3.4. Supporting the use of Promotional Codes that have a fixed price that differs from those presented to Guests via the landing page.
- 1.1.1.3.5. Supporting the restriction of a Promotional Code to being valid only in specific zones if it is requested to be configured in such a manner by theProperty.
- 1.1.1.3.6. Supporting Promotional Codes representing different connectivity speeds/bandwidth, and time durations, which the Guest will be authorized to use.
- 1.1.1.3.7. Supporting the ability of Promotional Codes to be created as either a one-time use or having a predefined number of uses after which the code will no longer be valid. For the one time use code, theProperty should have the ability to create multiple one time use codes at a single time.
- 1.1.1.3.8. Supporting Promotional Codes which will override the default price and/or connection duration presented through the Pricing Plans presented to the Guest on the landing page. The price override will either be set as a specific amount, or as a discount percentage. In the event it is set as a discount percentage, the set percentage should be subtracted from all available pricing plans on the Landing Page.
- 1.1.1.3.9. Supporting Promotional Codes which have customizable dates for when the code is available for use and for when it will no longer be usable.
- 1.1.1.3.10. Support the ability to modify and/or re-activate a Promotional Code that has either exhausted its pre-set number of uses and/or has reached its pre-set expiration date. Once a code has been re-created (as in, the actual Promotional Code has been re-used and tied to a separate Promotional Code event) the original Promotional Code may no longer be re-activated or modified.

1.1.1.4. **PMS Interface Functions**

The Provider's responsibilities include:

- 1.1.1.4.1. Supporting the ability to use a Guest's last name and room number to determine whether a Guest can authenticate for Guest Internet Access services and post charges to a Guest's folio upon successful authentication.
- 1.1.1.4.2. Supporting the ability of the Authentication System to detect that a "Stop Charge" was issued against the account of a Guest. In the event that this

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condition is detected, the authentication will fail, and the Guest will be denied access to the Internet and informed of why the failure occurred. This requirement only applies in the event an IP-based PMS interface is used by the Provider.

1.1.1.4.3. Supporting the ability of the Authentication System to detect when the PMS is inaccessible (due to night audit mode or other scenarios) and granting the Guest access and queuing the charge, attempting reposting of the charge on a periodic basis for 24 hours.

1.1.1.4.4. Supporting the ability to determine a Guest's Honors tier level through the PMS interface. This requirement only applies in the event an IP-based PMS interface is used by the Provider.

1.1.1.5. Administrative Portal

The functions described below should be delivered by the Provider via a single Administrative Portal that can be utilized by Property staff, corporate teams, and other authorized personnel to conduct routine authentication-related administrative functions. The Administrative Portal should utilize Hilton's AD login credentials and system and should be configurable in such a way that Hilton or Property Representative can view and manage all Properties for which they have ownership and/or management rights via a single log-in. The Provider's responsibilities include:

1.1.1.5.1. Providing a web interface for the creation of a Promotional Code by the Property (automatically generated or manually chosen) including the time duration when such code is valid.

1.1.1.5.2. Providing a mechanism by which a Promotional Code can be created in an automatic fashion (e.g., coupon requestor has no input into code format), or by which the appropriately authorized Property personnel can specify how the Promotional Code should look.

1.1.1.5.3. Providing a web interface through which appropriately authorized Property personnel can create and manage Promotional Codes which are valid at a specific collection of Properties.

1.1.1.5.4. Providing a web interface through which appropriately authorized Hilton or Property personnel can generate reports, which show certain user revenue and usage details of connections that occurred at a specific Property over the period of a specific recent time range (data will be available for at least a year)..

1.1.1.5.5. Providing a web interface through which a Property, acting through the Integrator's account management team, can change whether or not a

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particular option is allowed to be used for authentication, such as PMS payments or Promotional Code usage or credit card payments; the availability of these options will be configurable such that each zone will be independently configurable. Hilton and Properties should not have direct access to modify this feature; all modifications to this feature should only be performed by appropriately trained staff of the Integrator.

- 1.1.1.5.6. Providing a web interface through which Hilton or Property, acting through the Integrator's account management team, can specify, within standardized parameters, changes to existing service offerings such as changes to bandwidth limitations, pricing, or other configurable items.
- 1.1.1.5.7. Providing a web interface through which Hilton or Property, acting through the Integrator's account management team, can specify, within standardized parameters, the creation, deletion, and modification of secondary custom SSIDs (the Honors SSID will be broadcast in the guest areas of all Properties at all times).
- 1.1.1.5.8. Providing a web interface through which Hilton or Property, acting through the Integrator's account management team, can specify, within standardized parameters, the creation, deletion, and modification of VLANs for 3rd party devices or to accommodate specific Guest/group requests for a particular Property.
- 1.1.1.5.9. Providing a web interface through which appropriately permissioned Property staff and/or Hilton may whitelist devices by MAC address for permanent internet access (landing page/authentication bypass). The whitelisting feature should allow for the whitelist to apply to each device for a defined period of time (e.g., 1 day, 1 week, 1 month, 1 year, etc.), as specified at the time of MAC whitelist creation.

1.1.1.6. **Zone Roaming**

The Provider's responsibilities include:

- 1.1.1.6.1. Supporting a mechanism that will allow a Guest, which is authorized through an Ethernet connection, to then connect through a wireless connection without forcing the Guest to re-authenticate or enter any authentication credentials to continue using the service. This service may be provided via the usage and placement of browser cookies. The Provider is not responsible for roaming that is disallowed due to any Guest device configuration that disallows the usage of browser cookies.
- 1.1.1.6.2. Supporting a mechanism that will allow a Guest, which is authorized through a wireless connection, to then connect through an Ethernet connection

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without forcing the Guest to re-authenticate or enter any authentication credentials to continue using the service.

- 1.1.1.6.3.* Supporting the ability of an authorized Guest to connect in a different zone (provided this feature is configured to be allowed at the Property in question) than the zone in which they were originally authenticated without requiring them to purchase another connection or enter any authentication credentials to continue using the service.
- 1.1.1.6.4.* Supporting the ability to restrict a Guest's ability to seamlessly roam, without being prompted for authentication credentials, from one zone of the Property to another zone of the Property (including roaming between areas of a particular zone) such that it is bidirectional or only unidirectional, as dictated by the Property.
- 1.1.1.6.5.* Supporting the ability to allow Guests to seamlessly roam, without being prompted for authentication credentials, to different areas of the zone they originally authenticated in without being prompted to pay for services again.

1.1.1.7. Guest Connection Process

The Provider's responsibilities include:

- 1.1.1.7.1.* Redirecting all Guests to the Landing Page upon their first connection to the Guest Internet Access Services in the Property, or, upon their first activity after expiration of the duration of their previous connection.
- 1.1.1.7.2.* Providing a prompt for Guests to enter their access credentials (either Last Name and Room # or Honors credentials). Upon successful validation of the Guest's credentials, the Guest should be presented all available connection/payment options that the Guest has qualified for based on their current Honors tier, booking source, and/or current status in the Property.
- 1.1.1.7.3.* Confining all non-authenticated Guests to the Landing Page or other associated sites contained within the Walled Garden. In the event the Provider relies on an Integrator provided gateway device to enforce Walled Garden rules, the Provider's responsibility is limited to ensuring all Integrators are provided the appropriate and acceptable Walled Garden access parameters.
- 1.1.1.7.4.* Providing a consistent Landing Page with Brand and/or Property specific authentication options as directed by Hilton. Each Landing Page should have the name and address of the Property and Branding Elements displayed (including Brand logo and colors). All Landing Pages (and derivatives of the Landing Pages) should utilize a responsive design to

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allow for scaling of web content based on the device used to access the Landing Page (or its derivatives) by the Guest. Hilton will provide the Provider a design template and format to utilize for all Landing Pages (and derivatives of the Landing Pages).

- 1.1.1.7.5.* Validating Guest authentication credentials.
- 1.1.1.7.6.* Processing and posting Guest payment via an interface to the Property's PMS server for all Properties that charge for Guest Internet Access Services.
- 1.1.1.7.7.* Providing Guests pre-authentication access to all sites/content contained within the Walled Garden.
- 1.1.1.7.8.* Upon successful authentication all guests should be re-directed to Hilton's post authentication page, currently titled "You are Connected". Hilton will provide the Provider specific URL and redirection parameters for the "You are Connected" page for each Property.
- 1.1.1.7.9.* After any period of inactivity jointly agreed upon by Hilton and the Provider, guests should be re-directed to Hilton's post authentication page, currently titled "You are Connected" upon launching a browser and re-initiating their session. This redirection should not occur unless the guest has had a sustained period of inactivity lasting longer than the agreed upon threshold, and should only occur upon the first launch of the browser when re-initiating the session at the end of the inactivity period.

1.1.1.8. Authentication System Administration

The Provider's responsibilities include:

- 1.1.1.8.1.* Providing Hilton and Properties full control over the creation, deletion, and modification of all Promotional Codes for their respective Properties. All Promotional Code creations, deletions, and modifications should be applied immediately, and no restrictions should be placed on the number of Promotional Codes a Property or Hilton is permitted to create, delete, and/or modify.
- 1.1.1.8.2.* Providing Hilton and Properties full control over the price, bandwidth cap and duration of all pre-configured pricing plans, as well as the ability to create, modify, and delete pricing plans as they desire. All pricing plan creations, deletions, and modifications should be applied immediately, and no restrictions should be placed on the number of pricing plans a Property or Hilton is permitted to create, delete, and/or modify.
- 1.1.1.8.3.* Providing Hilton the ability to offer free-to-Guest service in specified areas of any or all Properties. This free-to-Guest service should use either click-

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through style access or require a password (or Promotional Code) style login and should be restricted both in time and bandwidth as designated by Hilton.

- 1.1.1.8.4.* Providing Hilton and Properties the ability to run one of several reports through a web portal to obtain daily revenue, usage, Promotional Code, and monthly Honors usage information for their respective Properties.

1.1.1.9. Credit Card Processing Services

The Provider's responsibilities include:

- 1.1.1.9.1.* Providing Properties the ability to accept credit card payments from Guests as a method of payment for services. For Properties that elect to use a 3rd party payment processor the Provider will be responsible for interfacing with the 3rd party payment processor to facilitate processing of all credit card transactions.
- 1.1.1.9.2.* Collecting and processing credit card charges, and remitting payment, less any handling charges to the applicable Property. Handling charges are not to exceed 4%. This requirement only applies in the event the Provider is acting as the credit card processor for Guest Internet Access transactions for the Property.
- 1.1.1.9.3.* Providing real time reporting on all credit card transactions that originate from within the Property's Guest Internet Access network.
- 1.1.1.9.4.* Ensuring ongoing PCI compliance in regards to card processing and data sensitivity.
- 1.1.1.9.5.* Minimizing consumer chargebacks by reasonably investigating any request for a chargeback, disputing such request if there is a reasonable basis to do so, and returning to the Property all funds obtained as result of such disputes.

1.1.2 Development and Maintenance

1.1.2.1. Authentication System Development

The Provider's responsibilities include:

- 1.1.2.1.1.* Developing a Landing Page that is consistent with Hilton's Landing Page design standards and any design information provided by Hilton. The Provider will be responsible for all coding, production implementation, and hosting tasks that are associated with the development and delivery of the Landing Page. Hilton will have final approval authority on the Landing Page and related elements created by the Provider. The page should conform to design standards and templates provided by Hilton, and should utilize responsive design techniques to allow the ability for the page to automatically scale to support multiple device sizes and types.

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- 1.1.2.1.2.* Developing the Landing Page (and all derivatives of the Landing Page) so that Hilton's web analytics tags can be implemented on each page (and elements of the pages, as desired) to collect page viewership and usage/interaction statistics. Hilton will be responsible for providing the Provider all implementation details/requirements regarding Hilton's web analytics system prior to the Provider beginning development work or implementation.
- 1.1.2.1.3.* Implementing tracking cookie placement and notification of said placement upon a guest successfully authenticating for internet access services. The tracking cookie format should follow that of the other web based platforms used by Hilton and should allow for tracking across all of Hilton's web based platforms. Hilton will be responsible for providing the tracking cookie specifications prior to the Provider commencing development work or implementation.
- 1.1.2.1.4.* Conducting acceptance testing of defect resolution or enhancement requests to ensure that changes which are developed from documented defects or functional designs from enhancements are ready for release into the production environment.
- 1.1.2.1.5.* Following a standardized change management process for communication of changes to Hilton and Properties.
- 1.1.2.1.6.* Following a software development process by which functional designs and documented defects are used to develop software changes.
- 1.1.2.1.7.* Evaluating Hilton enhancement requests and documenting requirements such that enhancements requested by Hilton are properly documented to prepare for the evaluation of impacts and benefits of such enhancements.
- 1.1.2.1.8.* Analyzing Hilton requests for system impact and providing suitable documentation and direction for development to occur such that when a new enhancement request or defect is documented, it will result in the development of design specifications.
- 1.1.2.1.9.* Accepting user requirements such that if Hilton determines a particular change would be beneficial, the Provider will document requirements to be further analyzed.
- 1.1.2.1.10.* Implementing and following a process through which defects are reviewed, assigned and resolved such that if a defect is created/detected, Provider will make appropriate software changes to correct/resolve the defect.
- 1.1.2.1.11.* Validating that code changes meet the applicable design specifications such

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that when code changes are completed and made available for testing, the result will be that all tests are passed, after which the Provider will communicate the acceptance of the changes.

1.1.2.2. Authentication System Configuration

The Provider's responsibilities include:

- 1.1.2.2.1.* Configuring and customizing the Authentication System to meet all technical and functional requirements specified in the Statement of Work.
- 1.1.2.2.2.* Configuring proper billing options based on the Property type or Brand.
- 1.1.2.2.3.* Configuring two (2) active pricing plans per zone (Guest Room and Public Space) for each Property. The connection duration of the default pricing plans must be set to 1 hour and the pricing plans should conform with the requirements set for the Standard and Premium Guest Internet Access tiers, as defined by each Brand.
- 1.1.2.2.4.* Limiting the download and upload speeds of users connecting to the Internet, with the capability for each zone of the Hotel having its own bandwidth cap setting.

1.1.2.3. Walled Garden

The Provider's responsibilities include:

- 1.1.2.3.1.* Providing the ability for "Walled Gardens" to be created for unauthenticated Guests to access pre-defined sites other than the Landing Page. A single whitelist including sites required for all Brands to be provided by Hilton. Hilton reserves the right to add and/or remove sites from the whitelist at any time and should be provided a standardized process to manage the walled garden whitelist through the Provider. In the event the Provider relies on an Integrator provided gateway device to enforce Walled Garden rules, the Provider's responsibility is limited to ensuring all Integrators are provided the appropriate and acceptable Walled Garden access parameters.
- 1.1.2.3.2.* Providing the ability to block out certain sites that Hilton deems inappropriate for all Guests. In the event the Provider relies on an Integrator provided gateway device to enforce inappropriate site rules, the Provider's responsibility is limited to ensuring all Integrators are provided the inappropriate site list for implementation on their gateway devices.

1.1.2.4. Landing Page Content

The Provider's responsibilities include:

- 1.1.2.4.1.* Providing the ability to place advertisements on the Landing Page (via the

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usage of iFrames or similar placement methods) as required by the Landing Page template that are linked to Hilton's ad hosting solution. All advertising links are to be provided by Hilton. Placement of the advertisements shall be in accordance with Hilton's Landing Page design standards. Hilton will own the relationship with Hilton's ad hosting solution and will manage all ad units to be displayed on the page and rotation of ad units.

- 1.1.2.4.2. Providing the ability for Hilton to manage all visual assets utilized on the Landing Page by working through the Provider to raise a change request for a development effort to facilitate/deploy the modification of said visual assets.
- 1.1.2.4.3. Providing the ability for Hilton to manage all verbiage utilized on the Landing Page by working through the Provider to raise a change request for a development effort to facilitate/deploy the modification of said verbiage.
- 1.1.2.4.4. Providing the ability for Hilton to manage all whitelisted URLs (i.e. the Walled Garden) by working through the Provider to raise a change request for a development effort to facilitate/deploy the modification of said whitelisted URLs. In the event the Provider relies on an Integrator provided gateway device to enforce Walled Garden rules, the Provider's responsibility is limited to maintaining a list of all URLs and IPs to be included as part of the Walled Garden and ensuring all Integrators are provided the appropriate and acceptable Walled Garden access parameters.
- 1.1.2.4.5. Providing support for various languages through the use of an on-screen language selection dropdown. The default language for all landing pages should be English, and all landing pages should at least provide secondary support for the country's official language(s) and any other language(s) that are used predominantly within the country/region. Hilton will be responsible for providing a list of all languages to be used within each country/region prior to the Provider beginning development work or implementation.
- 1.1.2.4.6. Granting Hilton full ownership and control of the design of the Landing Page content, including advertising space, and implementing Hilton-approved design. Hilton will collect any and all revenues generated from advertising on the Landing Page.
- 1.1.2.4.7. Providing a consistent Landing Page with Brand and/or Property specific authentication options as directed by Hilton. Each Landing Page should have the name and address of the Property and Branding Elements displayed (including Brand logo and colors). The Landing Page (and all

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derivatives of the Landing Page) must adhere to the design guides and templates provided by Hilton.

- 1.1.2.4.8.* Ensuring a standardized look and feel, consistent with Landing Page design standards provided by Hilton, is maintained for the Landing Page across all Brands. The Landing Page should utilize responsive design techniques to allow the ability for the page to automatically scale to support multiple device sizes and types.
- 1.1.2.4.9.* Ensuring display of a standard disclaimer on all Landing Pages that disclaims liability for damages and virus activity. The Provider may be required to provide a link to the Integrator's terms and conditions to satisfy this requirement. Hilton will be responsible for indicating the Integrator's that fit this requirement as well as providing the applicable URL for linking.
- 1.1.2.4.10.* Ensuring display of a standard disclaimer on all Landing Pages that notifies the Guest that once terms of use are accepted, the Guest's relationship is with the Integrator and not Hilton, Provider, Brand, or Property.
- 1.1.2.4.11.* Requiring all Guests who use the system to accept the terms and agreements of use through virtually clicking a 'Connect' or 'Submit' button, displayed in accordance with Landing Page design standards (as provided by Hilton).

1.1.2.5. External System Integration

The Provider's responsibilities include:

- 1.1.2.5.1.* Developing an interface for importing Hilton-provided Property information into the Provider's reporting system. To deliver this service the Provider will be required to create a connection to Hilton's PIM database, which houses Property information, prior to the first Property installation and obtain automated, daily, updates from Hilton's PIM database for the duration of the agreement. Hilton will provide the specific connection information and exact requirements for interfacing with Hilton's PIM database.
- 1.1.2.5.2.* Developing an interface with Hilton's PMS system (OnQ or Opera) for authenticating and billing Internet Access charges to a Guest's folio. The interface should support authentication using the Guest's last name and room number and should be able to obtain the following information and utilize said information to complete various components of the authentication process. Satisfying this requirement may require cooperative work with the Integrator in the event a proprietary gateway is used by the Integrator and a physical interface is used between the gateway and PMS server at the

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Property.

- Detection of a “Stop Charge” flag on a Guest’s folio which indicates that the guest should not be able to bill any incidentals (including Internet Access) directly to their folio.
- Detection when the interface is down between the Internet Access system and the Property’s PMS system due to maintenance or the PMS system being in Night Audit mode. The Authentication System should automatically allow Guests on to the Guest Internet Access services during these periods, and the Authentication System should queue any applicable charges for these Guests and automatically re-try the posting attempt once interface communication has been restored.
- Detection of a Guest’s duration of stay (and/or Check-Out date) and ability to utilize this information to present Guests with a “duration of stay” purchase/authentication option.

1.1.2.5.3. Developing an interface with Hilton’s customer loyalty system (Honors) for authenticating, determining loyalty program standing for promotional offers, and determining a Guest’s available Honors points. Hilton reserves the right to enable the purchase of Guest Internet Access services using Honors points at any time during the term of the Agreement. The Provider should be able to utilize the following data elements from a Guest’s Honors profile to perform various aspects of Authentication, as requested by Hilton:

- The Guest’s Honors Tier Level and current points standing
- The Guest’s MyWay preferences, if any, relating to Internet Access
- The channel/source used by the Guest to book their current stay at the Property, and the duration of stay for the Guest’s current stay at the Property
- The Guest's length of stay (check out date) to be used to offer "length of stay" authentication to Honors members

1.1.3 Activations

*CONFIDENTIAL***1.1.3.1. Hotel Installation**

The Provider's responsibilities include:

- 1.1.3.1.1.* Receiving notification from Hilton or Integrators of new Properties available for Guest Internet Access implementation
- 1.1.3.1.2.* Scheduling Property for installation by working in concert with Hilton, and/or their sub-contractor, and the Property.
- 1.1.3.1.3.* Staging and load testing all equipment to be installed in the Property prior to shipping equipment to the Property. This service is only applicable in the event that additional hardware must be installed on-premise at the Property to deliver the authentication services.
- 1.1.3.1.4.* Shipping equipment to the Property and providing notification of shipment to the Property, Hilton, and the applicable Integrator. This service is only applicable in the event that additional hardware must be installed on-premise at the Property to deliver the authentication services. In the event additional hardware must be installed on-premise at the Property to deliver the authentication services, the Integrator will be responsible for the on-property installation components. The Property will be responsible for receiving the equipment and storing the equipment in a suitable location until the Integrator arrives on-site for installation. From the time the Property receives the equipment from the shipping agent until the Integrator arrives on-site for installation, the equipment is the sole responsibility of the Property. The Provider, Hilton, and Integrator are not responsible for any damages or loss of equipment during this time, and the Property will be financially responsible for replacements due to damages or loss during this time.
- 1.1.3.1.5.* Configuring and testing the OnQ or Opera PMS billing interface to ensure charges are successfully posted to the Property's OnQ or Opera PM server. This requirement may involve cooperation with the Integrator in the event the Integrator utilizes a proprietary gateway device and a physical interface between the gateway device and PMS server at the Property.
- 1.1.3.1.6.* Conducting post-installation testing to ensure functionality and working with the Integrator to ensure on-site testing is completed successfully as part of the Integrator's Property installation responsibilities. Once completed, Provider will compile and provide to Hilton and Properties all documentation of the installation, including, but not limited to: IP addresses, port configurations, OnQ configuration, physical and logical network

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diagrams and training documentation.

1.1.3.1.7. Obtaining Property and Hilton Acceptance of installation completeness.

Property Acceptance will not occur until all training is completed, all collateral provided, all appropriate documentation completed, and the Property is returned to pre-installation state.

1.1.3.1.8. Issuing an invoice to the Integrator for equipment and services rendered for each Property. The Integrator will be responsible for collecting payment from the Property for all authentication related services.

1.1.3.2. Equipment Staging

The services outlined within this section are applicable only in the event that dedicated hardware must be installed on-premise at the Property to deliver the authentication services. Furthermore, the Provider may elect to allow their manufacturers to complete the staging, packing, and shipping requirements outlined within this section for any/all equipment that is required for delivery of the authentication services. The Provider's responsibilities include:

1.1.3.2.1. Unpacking and visually inspecting all equipment.

1.1.3.2.2. Load testing all equipment to ensure proper functionality. Any components that do not pass load testing should be sent back to the equipment provider for repair or replacement. Equipment that fails load testing should never be sent to the Property for installation.

1.1.3.2.3. Installing the proper configurations on all equipment.

1.1.3.2.4. Re-packing and prepping equipment for shipment to the Property.

1.1.3.3. Security Requirements

The Provider's responsibilities include:

1.1.3.3.1. Configuring internet access software and equipment, as needed, so that all unencrypted traffic on the Guest Internet access network will or may be visible to Provider (for purposes of managing its system) and/or law enforcement agencies provided, however, that Provider shall not otherwise seek to (a) ascertain the application-layer content of any traffic transmitted

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over the Guest Internet Access network or (b) intercept or record any traffic except to the extent required for Provider to perform network diagnostics.

1.1.4 Authentication Reporting

1.1.4.1. On-Demand Reporting (Portal)

The Provider's responsibilities include:

1.1.4.1.1. The Provider's responsibilities include providing on demand Guest authentication and usage reporting via a standardized dashboard reporting portal that can be accessed via web interface by Hilton, Hotel Staff, and other appropriately permissioned personnel. The dashboard should provide individualized views for Corporate/Brand Level teams as well as Hotel/Ownership Group teams. The content and refresh period of all reports to be provided via the web portal are defined in the Reports Attachment.

1.1.4.2. Data Warehouse/Automated Data Feeds

The Provider's responsibilities include:

1.1.4.2.1. The Provider's responsibilities include providing Hilton access to a data warehouse containing all information provided through the Authentication System, Service Level management and support, and monitoring systems. The data should remain online and available for the life of the agreement between Hilton and Provider, and should contain data corresponding to the start and end dates of the Agreement. At a minimum, the past 12 full calendar months of data must be available for self-service access by Hilton on an as-needed basis. All other historical data may be archived at the Provider's discretion, however, access to archived data (or suitable extract of archived data) must be made available to Hilton upon request within 24 hours of Hilton's request. For the avoidance of doubt, the data in the data warehouse is Hilton Data.

1.1.4.2.2. In addition to the data warehouse, the Provider will also be responsible for providing external facing data feeds as well as the ability to interface with and incorporate data from external data feeds. Hilton will provide definition of each required internal/external data feed, however, at a minimum the following data feeds are expected:

- External facing data feed from the Internet Access Authentication System containing authentication related data, to be used by Hilton and its sub-contractors.
- Integration of data from the Integrators relating to Guest Internet Access installations and network health and performance.

*CONFIDENTIAL***1.1.5 Service Management****1.1.5.1. Support Services**

The Provider's responsibilities include:

- 1.1.5.1.1.* Providing 24x7x365 support for Guest and Property Incidents, Problems, and other issues. The Provider will be an escalation resource for the Property's Integrator for all guest and Property inquiries that enter through the Integrator's call center but are unable to be resolved by the Integrator's call center staff. The Provider will not be required to field any calls relating to guest inquiries directly from Property guests or Property staff. The Provider will be responsible for working in concert with the Integrator to resolve the issue or provide a sufficient workaround to resolve the issue. The Integrator will be responsible for interfacing directly with the Property guest or Property staff to communicate the resolution and/or workaround.
- 1.1.5.1.2.* Working in concert with the Property's Integrator and/or Circuit Provider to identify, research, and resolve Property Incidents, Problems, and other issues.
- 1.1.5.1.3.* Working in concert with the Property's Integrator to resolve Guest connectivity issues.
- 1.1.5.1.4.* Resolving hardware/software related Incidents, Problems and issues. The Provider will be required to provide and perform Break/Fix services for all hardware/software as needed. Break/Fix responsibility includes, but is not limited to, performing required development works to patch bugs and or resolve issues, dispatching a technician to the Property to diagnose any hardware/software issues, performing repair activities to existing hardware/software and/or arranging for and installing replacement equipment as necessary. On-Property break/fix responsibility is limited only to hardware/software directly related to the operation of the Provider's authentication solution and any associated reporting/monitoring systems.
- 1.1.5.1.5.* Escalating issues to Hilton for collaboration as needed.

1.1.5.2. Service Delivery

The Provider's responsibilities include:

- 1.1.5.2.1.* Monitoring Incident and Problem management tickets such that Provider will take appropriate action (including remote diagnostics and software development, when and where applicable) from start to finish of resolution of the Incident or Problem, including chronic trends and/or immediate issues.

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- 1.1.5.2.2. Ensuring compliance with the Service Levels and other performance requirements of the Agreement.
- 1.1.5.2.3. Utilizing process quality reviews to determine and remediate gaps and to document process changes such that if/when chronic or continued issues occur, an enhanced resolution process will be in place and Provider will execute against that process to handle and resolve the issue through normal channels.
- 1.1.5.2.4. Performing root cause analysis to determine the underlying problem(s) in connection with Incidents.
- 1.1.5.2.5. Generating support metric documents to gauge actual support performance against pre-determined performance metrics.

1.1.5.3. **Incident Management**

The Provider's responsibilities include:

- 1.1.5.3.1. Proactively identifying Incidents and logging Incidents identified by Hilton and Properties. Hilton should have read-only access to the Provider's ticketing portal and/or ticketing data, including the ability to view all comments related to each ticket.
- 1.1.5.3.2. Notifying Hilton and the affected Integrators within 30 minutes of any Severity 1 issues, and continuing to update Hilton and the affected Integrators every 4 hours until resolution of said Severity 1 issue is reached.
- 1.1.5.3.3. Resolving all Incidents.
- 1.1.5.3.4. Closing the associated trouble ticket and entering all appropriate data into the ticketing tool. Provider will not close a ticket unless (1) all elements of the ticket are resolved and Hilton confirms that the affected Guest Internet Access Service is fully operational in accordance with performance specifications and the requirements of the Statement of Work.
- 1.1.5.3.5. Updating all trouble tickets in a timely fashion.
- 1.1.5.3.6. Providing timely updates through the trouble ticket system.
- 1.1.5.3.7. Notifying the affected Hilton when Provider determines that an Incident is resolved and ready for verification by Hilton or its sub-contractor.
- 1.1.5.3.8. Maintaining trouble ticket history archives and providing access to such archives upon request. Unless otherwise authorized by Hilton in writing, such archives shall be retained online by Provider for a period no less than the term of the Agreement.
- 1.1.5.3.9. Tracking all properly logged trouble tickets received by the Provider's dispatch center through to resolution.

*CONFIDENTIAL***1.1.5.4. Change Management**

The Provider's responsibilities include:

- 1.1.5.4.1.* Providing and following a process for contacting the appropriate network operations center or account management contact to support change requests so that if Property personnel would like to request a new feature or other configuration settings, the correct role within the Provider's organization will gather the information needed to begin the process to complete the change.
- 1.1.5.4.2.* Working with the Property and/or Hilton as applicable to schedule approved change requests.
- 1.1.5.4.3.* Executing scheduled change requests.
- 1.1.5.4.4.* Communicating to Property and Hilton once a scheduled change request has been successfully executed.
- 1.1.5.4.5.* Logging change requests received from Properties and communicating requested changes to Hilton for approval.
- 1.1.5.4.6.* Testing the change prior to execution and communicating to Hilton the results of said testing.
- 1.1.5.4.7.* Validating that systems will be unavailable during maintenance windows only to the extent necessary for systems maintenance purposes.
- 1.1.5.4.8.* Scheduling Authentication System maintenance during intervals to minimize impact to End Users' ability to connect to the Guest Internet Access network. Maintenance that is not planned to have an impact to End Users' ability to connect can be performed at any time; provided, however, that any unplanned maintenance activity that impacts End Users abilities to use the Guest Internet Access solution shall be included in the measurements used to determine Provider's compliance with the Service Levels.
 - Any Authentication System maintenance that is planned to have 60 minutes or less of expected impact to End Users will be scheduled between the hours of 1:00AM and 5:00AM local time.
 - Any Authentication System maintenance that is planned to have greater than 60 minutes of expected impact to will be scheduled between the hours of 1:00 AM and 5:00AM local time on Saturday or Sunday.
 - The total planned maintenance window outage time per week will be less than 2 hours aggregate for all windows in a week, without prior approval by Hilton.

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- 1.1.5.4.9.* Issuing notification to Hilton and all Integrators prior to performing urgent maintenances impacting End Users. The notification must outline the issue requiring urgent maintenance, impacts to Guests and Properties both before and during maintenance works, description of maintenance works that will resolve the issue, and expected duration of maintenance works.
- 1.1.5.4.10.* Any planned maintenance window outages that require more than 120 minutes will be discussed with Hilton and jointly planned prior to execution.
- 1.1.5.4.11.* Allowing Hilton or affected Properties to specify “freeze” periods during which the Provider will not make any changes. Such freeze periods must be specified at least 120 days in advance and may not exceed 30 contiguous days. On an emergency basis, Hilton and Properties may require and request an emergency freeze which will be granted without meeting the advance notice requirements set forth herein.
- 1.1.5.4.12.* Providing the affectedProperty(ies) with as much notice as reasonably practicable for any emergency changes, and performing such maintenance so as to minimize interference with the business and operational needs of Hilton and the Properties.
- 1.1.5.4.13.* Reasonably testing changes to the environment and resolving faults prior to production startup, including inter-operability testing.

1.1.5.5. Account Management

The Provider’s responsibilities include:

- 1.1.5.5.1.* Assigning a single point of contact for Hilton to interface with for all inquiries and/or issues, including all development and change requests. The point of contact should be based in the United States and should reside in a location within either the Eastern or Central time zone, or agree to be available during normal business hours observed within the Central time zone.
- 1.1.5.5.2.* Generating and issuing bills for services to all of the Integrators covering all of their Properties on a monthly basis.
- 1.1.5.5.3.* Managing service termination for Properties due to non-payment. TheProperty has 60 days to pay their bills for service before the Integrator may elect to disable services for theProperty. If/when the Integrator elects to disable services for a givenProperty, Hilton will notify the Provider of such action and the Provider shall suspend use of the Authentication Services at theProperty and immediately cease billing the applicable Integrator for use of the Authentication Services.

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- 1.1.5.5.4. Overseeing the development and distribution of required operational materials including: training materials and operational procedure manuals.
- 1.1.5.5.5. Escalating issues requiring Brand involvement or Hilton/Brand approval to Hilton.
- 1.1.5.5.6. Working with Hilton and the Integrators to operate and support the Services inclusive of the Meeting and Event Services.
- 1.1.5.5.7. Continuously working with Hilton to ensure that industry standard best practices are adhered to in connection with the Services.
- 1.1.5.5.8. Meeting via phone with Hilton once a month to ensure best practices are being met and to review account health and status.
- 1.1.5.5.9. Providing monthly Service Level and performance reporting to Hilton.

1.1.5.6. **Asset Management**

The services outlined within this section are applicable only in the event that dedicated hardware must be installed on-premise at the Property to deliver the authentication services. The Provider's responsibilities include:

- 1.1.5.6.1. Providing Hilton and Properties a network diagram displaying the location of all Guest Internet Access equipment related to Authentication Services that is deployed within each installed Property. Each equipment location should be photographed and included as part of the Property's documentation.
- 1.1.5.6.2. Providing Hilton and Properties a monthly report of all hardware installed in each Property.
- 1.1.5.6.3. Performing asset database changes resulting from changes to during the month, if any hardware has changed. This report should include hardware installed as part of a new deployment, as well as any hardware installed as part of a MACD or break/fix event. The monthly report shall bring forward/current the initial network diagram and equipment reports provided for each Property upon installation.

1.1.5.7. **Configuration Management**

The Provider's responsibilities include:

- 1.1.5.7.1. Utilizing common processes, tools, and methods to configure the interfaces, Guest Internet Access systems and other portions of the Services properly.
- 1.1.5.7.2. Verifying that the configuration of in-scope equipment and software that Provider installs meets the applicable Technical Standards.

1.1.5.8. **Proactive Monitoring**

The Provider's responsibilities include:

- 1.1.5.8.1. Providing 24 x 7 x 365 network monitoring to proactively identify and address system performance issues before Hilton or Integrator

intervention is required. Provider will poll and verify health of the Authentication System (and all required components of the Authentication System) every 5 minutes.

- 1.1.5.8.2. Managing, documenting and keeping current all configuration settings as changes occur such that if a failure occurs the configuration can be restored quickly resulting in the downtime for the Properties being minimized.
- 1.1.5.8.3. Verifying that components of devices and applications are appearing correctly in the monitoring and reporting tool(s).
- 1.1.5.8.4. Responding when an issue is identified through monitoring software by opening a ticket and beginning the escalation and resolution process.
- 1.1.5.8.5. Validating/updating resolution of tickets as appropriate such that when a problem is resolved, the ticket will be closed and the resolution will be documented in the ticket.
- 1.1.5.8.6. Updating the monitoring tools such that newly added Authentication Services equipment and software is added to the monitoring tool by Provider when the equipment is installed and prior to its use in production.
- 1.1.5.8.7. Analyzing ticket data to look for trends or reoccurring problems so that such chronic problems will be isolated and corrected.
- 1.1.5.8.8. Configuring monitoring parameters to ensure applications and systems are performing to the Service Levels and other performance requirements under the Agreement.
- 1.1.5.8.9. Configuring notifications via automated alerts when set monitoring thresholds are exceeded in any of the monitoring tools.
- 1.1.5.8.10. Communicating alerts to Hilton IT organization when Landing Page outages or hardware failures are detected.
- 1.1.5.8.11. Configuring the monitoring tools to generate monthly and yearly performance and uptime reports, as such reports are further described in the Reports Attachment.
- 1.1.5.8.12. Providing a system to monitor Provider managed equipment on Hilton's premises and to configure such system to gather the required statistics needed to determine Service Level fulfillment.
- 1.1.5.8.13. Receiving monitoring alerts, reviewing those alerts and taking appropriate actions to remedy the cause of such alerts.
- 1.1.5.8.14. Notifying Hilton within 30 minutes of any Authentication System outages or service disruptions, and continuing to update Hilton every 4 hours until resolution of said outage or service disruption is reached.

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1.1.5.8.15. Performing periodic tests of the monitoring tools and processes to ensure that alerts are generated properly, tickets are automatically created for issues, and escalation processes are executed as expected, and teams are trained properly on resolution strategies. Provider should perform at least 4 annual tests, with the results of each test, along with plans for addressing any gaps and/or further improvement, to be provided to Hilton for review and acceptance.

1.1.5.9. **Training**

The Provider's responsibilities include:

- 1.1.5.9.1. Creating web based training materials, utilizing Hilton's online learning portal, that cover all administrative aspects of the Authentication System and storing those materials in an online repository that is accessible to Hilton and all Properties.
- 1.1.5.9.2. Updating the training materials within 24 hours of any changes made to the Authentication System due to a code release.
- 1.1.5.9.3. Providing hands-on training covering all administrative functions of the Authentication System to Property staff at the time of Property installation.
- 1.1.5.9.4. Hosting additional training sessions on an as-required basis via conference call and/or screen sharing technologies to ensure training is propagated to all Property staff members as turnover occurs.

1.1.6 Meeting Space Authentication Services

1.1.6.1. **Meeting Space Pricing Plans**

The Provider's responsibilities include:

- 1.1.6.1.1. Supporting the ability for Properties to determine if pricing plans will be used in the Meeting Space. Properties will have the flexibility to offer standardized/pre-set pricing options across the entire Meeting Space via pricing plans, standardized/pre-set pricing options for each room or zone within the Meeting Space via pricing plans, and/or allow authentication across the entire Meeting Space or only certain rooms/zones within the Meeting Space via Promotional Codes.
- 1.1.6.1.2. Displaying the available pricing plans to the Guest on the landing page and/or during the authentication process (as dictated by the landing page template and associated defined user journeys), including: the plan name, cost, tax amount, duration of connection period and available quantities of the connection period
- 1.1.6.1.3. Supporting the configuration and selection of multiple quantities of a particular pricing plan such that a Guest could choose to purchase one, two or some other number of days (determined by the configuration)

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for which the Guest would then be authorized to connect to the Internet.

- 1.1.6.1.4. Supporting the configuration of a pricing plan such that the plan is only displayed in specific Meeting Rooms and/or during the authentication process (as dictated by the landing page template and associated defined user journeys) in specific Meeting Rooms of the Property and can only be purchased/selected by Guests within the specified Meeting Rooms of the Property.
- 1.1.6.1.5. Supporting the ability to offer duration and bandwidth limited free-to-Guest Internet Access as desired by an individual Property.
- 1.1.6.1.6. Supporting the configuration of pricing plans allowing the time duration to be modified by appropriate members of the Property staff on a plan- by-plan basis. Hilton should have the ability to configure Internet Access to any time duration up to and including 999 days.
- 1.1.6.1.7. Supporting a customizable textual description to be associated with a pricing plan so that the Guest can understand the various properties of the plan the Guest is purchasing.
- 1.1.6.1.8. Supporting pricing plans to be configurable on a per Property and per Meeting Room basis so that different Properties can have different combinations of pricing and bandwidth options across each of their Meeting Rooms.
- 1.1.6.1.9. Supporting the ability to offer tiered pricing through the display of multiple pricing plans on the Landing Page. The levels of tiered pricing that should be provided are bandwidth, price, and connection duration. Hilton should have the ability to incorporate multiple levels of tiered pricing (e.g., price and duration, price and speed, price and bandwidth, etc.) as desired.
- 1.1.6.1.10. Supporting the ability to allow Properties to set fixed bandwidth caps either on a per user/device or group level. The cap settings defined through this configuration will set the maximum amount of bandwidth that can be consumed by a single user/device or group.
- 1.1.6.1.11. Supporting the ability for Guests to connect more than 1 device concurrently for each purchase of Internet Access. The exact number of devices that

Guests will be allowed to connect concurrently for each Internet Access purchase will be set by the Property and can be customized for each Pricing Plan.

1.1.6.2. **Meeting Space Payment Options**

The Provider's responsibilities include:

- 1.1.6.2.1. Providing a mechanism for the Guest to choose between payments via

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PMS or sales/catering system (each Property to decide between PMS and sales/catering system billing), and credit card for Properties that bill to Guests. At a minimum, the Provider must support payments from Visa, Master Card, American Express, and any other prominent networks operating within the geographic scope of the Services.

- 1.1.6.2.2. Supporting the ability to accept the last name and room number of a Guest for use in authenticating a connection.
- 1.1.6.2.3. Supporting the ability to use a Guest's last name and room number to determine whether a Guest can authenticate for Internet Access services and post charges to a Guest's folio upon successful authentication.
- 1.1.6.2.4. Providing support for billing for Internet Access in various currencies. The Provider will be required to provide support for USD and the country's official currency for all pipeline Properties.
- 1.1.6.2.5. Supporting the ability to post a charge to the Guest's credit card as payment for Internet Access. All credit card payments are to be handled by a third party PCI certified processing vendor.
- 1.1.6.2.6. Supporting the ability to present a connection option that only requires a "connect" button to be virtually pushed by the Guest to provide authorization for access to the Internet Access services.
- 1.1.6.2.7. Supporting the ability to present a connection option that only requires a Promotional Code to be entered by the Guest to provide authorization for access to the Internet Access services.

1.1.6.3. **Meeting Space Promotional Codes**

The Provider's responsibilities include:

- 1.1.6.3.1. Supporting the ability to use a Promotional Code for authenticating Guests at a Property.
- 1.1.6.3.2. Supporting the ability of Property managers to create, modify, and delete Promotional Codes for their own Property.
- 1.1.6.3.3. Supporting the use of Promotional Codes for complimentary Internet Access.
- 1.1.6.3.4. Supporting the use of Promotional Codes that have a fixed price that differs from those presented to Guests via the landing page.
- 1.1.6.3.5. Supporting the restriction of a Promotional Code to being valid only in specific Meeting Rooms if it is requested to be configured in such a manner by the Property.
- 1.1.6.3.6. Supporting the ability for a Promotional Code to be valid for use in both the Meeting Space (or specific Meeting Rooms if it is requested to be configured in such a manner by the Property) as well as other zones of the Property external to the Meeting Space.
- 1.1.6.3.7. Supporting Promotional Codes representing different connectivity

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speeds/bandwidth, statuses/priority (VIP codes and QOS priority settings) and time durations, which the Guest will be authorized to use.

- 1.1.6.3.8. Supporting the ability of Promotional Codes to be created as either a one- time use or having a predefined number of uses after which the code will no longer be valid. For the one time use code, the Property should have the ability to create multiple one time use codes at a single time. Once code uses have been exhausted the code may be re-created for future use or additional uses may be added by the Property.
- 1.1.6.3.9. Supporting Promotional Codes which will override the default price and/or connection duration presented through the Pricing Plans presented to the Guest on the landing page. The price override will either be set as a specific amount, or as a discount percentage. In the event it is set as a discount percentage, the set percentage should be subtracted from all available pricing plans on the Landing Page.
- 1.1.6.3.10. Supporting Promotional Codes which have customizable dates for when the code is available for use and for when it will no longer be usable. Once the code has expired the code may be re-created for future use or the expiration date may be re-set by the Property.

1.1.6.4. **Meeting Space Development and Maintenance**

The Provider's responsibilities include:

- 1.1.6.4.1. Developing a Meeting Space Landing Page that is consistent with Hilton's Landing Page design standards and any design information provided by Hilton. The Provider will be responsible for all coding, production implementation, and hosting tasks that are associated with the development and delivery of the Landing Page. Hilton will have final approval authority on the Meeting Space Landing Page and related elements created by the Provider. The page should conform to design standards and templates provided by Hilton, and should utilize responsive design techniques to allow the ability for the page to automatically scale to support any device size and type.
- 1.1.6.4.2. Allowing for bypassing Hilton's defined landing page, removal of all authentication requirements, and implementation of forced redirection to a meeting-specific landing page that utilizes/displays the meeting group's assets. The bypass will be configurable on a per Property basis, and can be configured to occur for the entire Meeting Space, or only a portion of the Meeting Space, as defined by the Property. The external landing page described herein will be developed and hosted by the meeting group.

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- 1.1.6.4.3. Conducting acceptance testing of defect resolution or enhancement requests to ensure that changes which are developed from documented defects or functional designs from enhancements are ready for release into the production environment.
- 1.1.6.4.4. Following a standardized change management process for communication of changes to Hilton and Properties.
- 1.1.6.4.5. Following a software development process by which functional designs and documented defects are used to develop software changes.
- 1.1.6.4.6. Evaluating Hilton enhancement requests and documenting requirements such that enhancements requested by Hilton are properly documented to prepare for the evaluation of impacts and benefits of such enhancements.
- 1.1.6.4.7. Analyzing Hilton requests for system impact and providing suitable documentation and direction for development to occur such that when a new enhancement request or defect is documented, it will result in the development of design specifications.
- 1.1.6.4.8. Accepting user requirements such that if Hilton determines a particular change would be beneficial, the Provider will document requirements to be further analyzed.
- 1.1.6.4.9. Implementing and following a process through which defects are reviewed, assigned and resolved such that if a defect is created/detected, Provider will make appropriate software changes to correct/resolve the defect.
- 1.1.6.4.10. Validating that code changes meet the applicable design specifications such that when code changes are completed and made available for testing, the result will be that all tests are passed, after which the Provider will communicate the acceptance of the changes.
- 1.1.6.4.11. Developing and implementing a post-Authentication page for the Meeting Space that is consistent with Hilton's post-Authentication page design standards and any design information provided by Hilton. The Provider will be responsible for all coding, production implementation, and hosting tasks that are associated with the development and delivery of the Meeting Space post-Authentication page. Hilton will have final approval authority on the Meeting Space post-Authentication page and related elements created by the Provider. The page should conform to design standards and templates provided by Hilton, and should utilize responsive design techniques to allow the ability for the page to automatically scale to support multiple device sizes and types.

1.1.6.5. **Meeting Space Authentication Administration**

The Provider's responsibilities include:

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- 1.1.6.5.1.* Ability to automatically enable or disable the Internet Access services for specific rooms and/or ports based on recorded group reservations. TheProperty should also have the ability to override this feature and manually control the enablement/disablement of services for any rooms and/or ports as needed.
- 1.1.6.5.2.* Ability to automatically create and issue Promotional Codes for Internet Access services based on recorded group reservations and requirements contained within said group reservations.
- 1.1.6.5.3.* Ability to automatically allocate bandwidth based on recorded group reservations and any requirements contained within said group reservations, including but not limited to QOS priority settings and bandwidth prioritization for specific groups/meetings. The Property should also have the ability to override this feature and manually control the bandwidth allocation for specific groups and/or meeting rooms.
- 1.1.6.5.4.* Ability to integrate with existing Sales and Meeting Space reservations systems to allow for service set-up automation based on the requirements list contained within the group reservation.
- 1.1.6.5.5.* Ability to offer pricing plans that can be offered within a single room, across multiple specified rooms, or across the entire meeting space, as needed to accommodate specific group requirements.
- 1.1.6.5.6.* Ability to offer a dedicated bandwidth “block” to a group that will allow an unlimited number of devices to connect and use up-to the amount of allocated bandwidth specified by the pre-created “block” of bandwidth.
- 1.1.6.5.7.* Ability to divide the meeting space into individual rooms/spaces and the ability to manage the landing page content (including but not limited to pre- defined locations for displaying graphics and logos as well as customizable verbiage), available pricing plans, and acceptable payment methods for each room and/or space separately.
- 1.1.6.5.8.* Ability to specify the rooms/spaces in which a Guest may initiate their initial connection for the Meeting Space Internet Access services, as well as those rooms/spaces to which the Guest may migrate to after initiation of their original connection, including both other areas within the Meeting Space as well as other Property zones external to the Meeting Space, and continue to use the Meeting Space Internet Access services without being prompted to initiate a new connection.
- 1.1.6.5.9.* Ability to restrict the rooms/spaces in which a Promotional Code will be accepted for initiating a Guest connection for Meeting Space Internet Access

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1.1.6.5.10. Ability to assign user access roles to perform all or some of the features listed above in addition to creating, modifying, and/or deleting a meeting event. User access roles will be set and maintained via Hilton's identity management system.

Hilton UnoNet Security Guidelines

Key Hilton Security Standards

Keys security standards that impact security include:

- Port Isolation
- Client Isolation for Guest WLANs
- VLAN Separation Policy
- NAT Policy
- Remote Management Access

Reporting

Hilton Global Information Security (GIS) generates a daily risk report for all Guest and Admin networks. The GIS Cisco Meraki UnoNet Risk reporting algorithm is based on Global Network Engineering's Cisco Meraki Configuration Standards and Global Guest Internet Access Standards.

A weight is assigned to any risk identified and based on the level of severity; Suppliers will be issued a Notice to Correct the infraction within a specified time frame.

Notices to Correct communication originates from the Guest Facing Technology Operations Team and requires an acknowledgment upon receipt.

Layer 3 Firewall Policy Guideline

Rule	Required Cisco Meraki MX Policy Structure	Summary Guidance
First	CISCO MERAKI MGT EGRESS – PERMIT ALL	ACL for all VLAN 700 devices to Cisco Meraki
	INTER-VLAN: EXPLICIT PERMITS (IF ANY)	Least Privilege Rules for inter VLAN connectivity Separate rules per solution
	RFC 1918 EXPLICIT DENY ALL	Explicit deny all RFC1918 rule
	CRA: INTERNET EGRESS – EXPLICIT PERMITS	Add Internet access permits for Connected Room
	HOA: INTERNET EGRESS – EXPLICIT PERMIT	Hotel operations least privilege ACLs. A separate rule per solution
	GIA: INTERNET EGRESS - PERMIT ALL	All GIA networks allowed Internet access
	EXPLICIT DENY ALL	Add ACL that denies traffic for all ports, all protocols.
Last	DEFAULT CISCO MERAKI PERMIT ALL (UNUSED)	Default Cisco Meraki allow rule that cannot be removed.

The basic structure for Cisco Meraki Layer 3 firewall policy is outlined above. Cisco Meraki management traffic if allowed first, followed by specific Inter VLAN traffic. No “Any” destination may be defined prior to the RFC1918 rule. After the RFC1918 rule, broader rules with an “Any” destination may be applied, starting with the Connected Room rule. Before the last default allow rule, an explicit deny all rule must be inserted.

Technology Wiring Standards

2518.01 APPLICATION 2518.00-2

2518.02 APPROVED SUPPLIER..... 2518.00-2

2518.03 WIRING STANDARDS (VOICE AND DATA) 2518.00-2

2518.04 HORIZONTAL SUB SYSTEM 2518.00-5

2518.05 COMMUNICATIONS CABINETS 2518.00-7

2518.06 IMPLEMENTATION AND HAND-OVER..... 2518.00-7

2518.07 WIRELESS DISTRIBUTION..... 2518.00-8

2518.08 PATCH CABLE STANDARDS 2518.00-9

2518.09 GUEST ROOM TECHNOLOGY SERVICES..... 2518.00-10

2518.10 WIRING STANDARDS (COAXIAL – MATV, CATV) 2518.00-11

2518.01 Application

Section ##2518.00## details wiring requirements for the design and construction of new properties, conversion of existing properties, renovation of existing properties and new installations of cabling infrastructure under the Hilton Portfolio of Brands. These requirements are applicable to all properties within the Hilton system including owned, managed and franchised licences.

2518.02 Approved Supplier

All systems must be supplied and installed by a supplier approved by Hilton who are Panduit Certified Installer (PCI) partner.

2518.03 Wiring Standards (Voice and Data)

2518.03.A Structured Cabling System

The Structured Cabling System (SCS) must have a certified TIA/EIA or ISO standards based 25 year channel end to end performance warranty.

2518.03.B Distribution Tray of Cable Trays and Baskets

The building must be equipped with a distribution network of cable trays, baskets trays, and/or J-hooks. The containment must be located within communications risers, ceiling channels and raised floor voids. Separate containment must be installed for voice/ data and power cabling. All components shall be installed to the following standards.

- ANSI/NECA/BICSI-568-2006 -- Standard for Installing Commercial Building Telecommunications Cabling
- TIA-569 -- Commercial Building Standard for Telecommunications Pathways and Spaces
- TIA/EIA-606 -- Administration Standard for Commercial Telecommunications Infrastructure

2518.03.C Enhanced Category 6 (Cat6) Cabling System

Category Cat6 channel compliant. Category 6 cable shall be either CMR or CMP, 100 ohm, 24 AWG, 4 pair, Unshielded Twisted Pair (UTP) In compliance with ANSI/TIA 568.2-D.2 for Category 6 performance, with swept frequency testing to at least 350MHz. The outermost jacket must be indelibly printed by the manufacturer with the name of the manufacturer, the UL rating, and incremental footage markings.CSA C22.2 approval or equivalent

2518.03.C.1 System Specification

- 2518.03.C.1.a The telecommunications cabling networks cabling system must be designed, manufactured, tested, and installed per manufacturer's requirements and in accordance with the latest revision of the NFPA-70 (National Electrical Code®), state codes, local codes, requirements of Authorities Having Jurisdiction (AHJs), and the following standards, including the most current revisions, addendums, and any Technical Service Bulletins (TSBs) released at the time of bid.
 - ANSI/NECA/BICSI 607 – Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings
 - ANSI/BICSI 002 Data Center Design and Implementation Best Practices
 - ANSI/TIA 568 Series – Telecommunications Cabling Standards
 - TIA-569 – Commercial Building Standard for Telecommunications Pathways and Spaces
 - TIA-606 – Administration Standard for Commercial Telecommunications Infrastructure
 - TIA-607 – Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
 - TIA-526 Series – Standard Test Procedures for Fiber Optic Systems

NECA/FOA 301– Installing and Testing Fiber Optic Cables
TIA-942 – Telecommunications Infrastructure Standard for Data Centers
ISO/IEC 11801 – Generic Cabling for Customer Premises - Include only for International Projects

2518.03.C.1.a.1 BS EN 50173-1:2002 Class E

2518.03.C.1.a.2 ANSI/EIA-568-B

2518.03.C.1.b The cabling system must meet the permanent link and channel performances defined in these standards or better. The telecommunications cabling networks cabling system must be designed, manufactured, tested, and installed per manufacturer’s requirements and in accordance with the latest revision of the NFPA-70 (National Electrical Code®), state codes, local codes, requirements of Authorities Having Jurisdiction (AHJs), and the following standards, including the most current revisions, addendums, and any Technical Service Bulletins (TSBs) released at the time of bid.

ANSI/NECA/BICSI 607 – Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings

ANSI/BICSI 002 Data Center Design and Implementation Best Practices

ANSI/TIA 568 Series – Telecommunications Cabling Standards

TIA-569 – Commercial Building Standard for Telecommunications Pathways and Spaces

TIA-606 – Administration Standard for Commercial Telecommunications Infrastructure

TIA-607 – Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises

TIA-526 Series – Standard Test Procedures for Fiber Optic Systems

NECA/FOA 301– Installing and Testing Fiber Optic Cables

TIA-942 – Telecommunications Infrastructure Standard for Data Centers

2518.03.C.2 Components Specification

2518.03.C.2.a Cable

2518.03.C.2.a.1 Category Cat6 channel compliant. Category 6 cable shall be either CMR or CMP, 100 ohm, 24 AWG, 4 pair, Unshielded Twisted Pair (UTP) In compliance with ANSI/TIA 568-C.2 for Category 6 performance, with swept frequency testing to at least 350MHz. The outermost jacket must be indelibly printed by the manufacturer with the name of the manufacturer, the UL rating, and incremental footage markings. CSA C22.2 approval or equivalent

2518.03.C.2.a.2 The cable must have current independent third party approval status and must be audited and certified as 'fit for purpose' before handing to hotel.

2518.03.C.2.a.3 Existing buildings that have CAT5e cabling already installed and certified are not required to re-cable CAT6 unless undergoing major refurbishment (adjusting wall locations); however, valid network cable certification is required. Properties entering with pre CAT5e cabling or already within the Hilton system that perform a refresh or new installation of cabling infrastructure must meet current Wiring Brand Standards (##2518.02## – ##2518.10##).

2518.03.C.2.b Connecting hardware

2518.03.C.2.b.1 Patch panels

- 2518.03.C.2.b.1.a Must be 19"/480 mm rack mounting; in exact multiples of 1U in height.
- 2518.03.C.2.b.1.b Cable termination must be LSA or 110 Insulation Displacement Connectors.
- 2518.03.C.2.b.1.c Front connectors must be RJ45 style ISO/IEC 11801, ANSI/TIA 568-C, IEC 60603-7-2/3 or EN 50173-2 568B wired depending on the location of the installation at a minimum. ('A' wired may be selected as an option.)
- 2518.03.C.2.b.1.d Electrical performance must be Category 6 (ANSI/TIA-568-C.2) or better.

2518.03.C.2.b.2 Connectors

- 2518.03.C.2.b.2.a Cable termination must be LSA or 110 IDC.
- 2518.03.C.2.b.2.b Connectors must be RJ45 style ISO/IEC 11801, ANSI/TIA 568-C, IEC 60603-7-2/3 or EN 50173-2 568B wired depending on the location of the installation at a minimum. ('A' wired may be selected as an option.)
- 2518.03.C.2.b.2.c Electrical performance must be Category 6 (ANSI/TIA-568-C.2) or better.

2518.03.C.3 Wall outlets

- 2518.03.C.3.a White plastic, 106C style or 1"/25 mm x 1-1/2"/37 mm modules. two or four-gang density.
- 2518.03.C.3.b Outlets in public areas that are connected to the Hilton network must be lockable and secured from external access. For Jack Module block-out Device Panduit part# PSL-DCJB-BL. For jacks that have Patch Cable inserted use Panduit part# PSL-DCLX-BL.

2518.03.C.4 Floor outlets

- 2518.03.C.4.a **Caribbean | Central America | Mexico | South America:** White plastic, 106C style or 1"/25 mm x 1-1/2"/37 mm modules.
Canada | Puerto Rico | United States: Floor rated outlets/covers, 106C style or 1"/25 mm x 1-1/2"/37 mm modules

2518.03.C.5 Patch leads

- 2518.03.C.5.a Must be Category 6/Class E, UTP, small diameter patch cord constructed of 28 AWG with a nominal diameter of 0.150 in. (3.8mm), unshielded, twisted pair, stranded copper (dual-rated CM/LSZH) cable with high performance RJ45 modular plugs.
- 2518.03.C.5.b Connectors must be RJ45 Modular Plug style, and compliant with ANSI/TIA-568.2-D Category 6 and ISO 11801 Class E electrical performance requirements for frequencies up to 250 MHz.
- 2518.03.C.5.c Electrical performance must be Category 6 or better. Must meet all ANSI/TIA 568.2-D, ISO/IEC 11801 standards.

2518.03.D Installation specification

- 2518.03.D.1 The entire cabling system must be procured from one manufacturer and must be installed according to the manufacturer's instructions by certified installers.
- 2518.03.D.2 Planning, quality control, and documentation must be according to ANSI/TIA/EIA 606A or BS EN 50174:2002 parts 1 and 2. External cables must be installed according to ANSI/TIA/EIA 758 or BS EN 50174-3:2003. Grounding and bonding must be in accordance with ANSI-J-STD-607-A or BS EN 50310:2000.
- 2518.03.D.3 100 percent of the installed cables must be tested. 100 percent of the test data must be reviewed and approved by the manufacturer and an independent third party before any warranty certificate is released.

- 2518.03.D.4 The Permanent Channel must be tested to IEC 61935 with a Level III (or higher) cable tester set to Class E Permanent Link referencing the Permanent Channel performance standards detailed in ISO 11801:2002, or Class E detailed in BS EN 50173-1:2002, or Cat 6 detailed in ANSI/TIA/EIA-568-B.
- 2518.03.D.5 The results must be stored in an electronic database compatible with the tester manufacturer's cable management program.
- 2518.03.D.6 The cabling must be covered by a Manufacturer's 25-year product and application warranty and installed by an installer accredited and trained by the manufacturer. Proof of training, which must be less than two years old, Training Certificate must accompany the test results submittals.
- 2518.03.D.7 A labeling and administration system must be designed into the cable system in line with BS EN 50174-1:2001 or ISO/IEC 14763-2 or ANSI/TIA/EIA-606-A. The numbering scheme must be Cabinet/Patch Panel/Patch Point – 2B/03/26, which would be Remote Cabinet 2B, Patch Panel in Cabinet 03, and Point 26. For guestrooms, it would be Room Number/ Patch Point – 101/A, which would be room 101 and Point A (Bedside).
- 2518.03.D.8 The cabling system must be Bonded and Grounded (earthed) according to the manufacturer's instructions and ANSI/TIA/EIA-607 or BS EN50174-3:2003.
- 2518.03.D.9 Separation of power and data cables must be according to ANSI/TIA-569-C or EN 50174-2:2001 except where local or national electrical safety regulations require a greater separation.
- 2518.03.D.10 Optional: A cable containment system must be supplied according to BS EN 50174-2:2001, ANSI/TIA/EIA 569-B or ISO 14763-2.

2518.03.E LAN Application

- 2518.03.E.1 Any communications protocol designed for use on 100-Ohm (nominal) characteristic impedance Category6/Class E cabling system must operate satisfactorily on the installed cabling system. 'Satisfactory' means better than one in ten-to-the-power of 10 bit error rate whilst in the presence of up to 3 V/m external interference over 100 MHz for at least thirty minutes.
- 2518.03.E.2 LAN operation must be Gigabit Ethernet and follow IEEE 802.3ab standard.

2518.03.F EMC (Electromagnetic Compatibility) Performance

- 2518.03.F.1 The structured cabling system must comply with cable balance and EMC requirements of BS EN 50288-3-1:2003 and ISO 11801:2002 and must not degrade the EMC performance of any electrical device connected to it. The manufacturer must guarantee this facility.

2518.04 Horizontal Sub System

2518.04.A Horizontal Wiring

- 2518.04.A.1 In the context of this specification, horizontal wiring covers all copper Category 6 cabling between the MDF/IDF and the terminated RJ45 socket at the outlet location.
- 2518.04.A.2 Horizontal cabling must be arranged in a physical star topology radiating directly from the MDF/IDF to the outlet. Each outlet must be individually connected back utilizing a single cable to the MDF/IDF, no outlets must be connected in parallel or chain. There must also be no intervening connections between the outlet and the MDF/IDF, the cable must be continuous end-to-end.

2518.04.B Horizontal Cable Containment

- 2518.04.B.1 All horizontal Cat 6 cabling must be installed upon dedicated cable trays/baskets, J-Hooks or within conduits/multiple compartment trunks between the MDF/IDF and the outlet socket.
- 2518.04.B.2 The voice and data cables must not be installed within the same containment as any other services, and the minimum segregation spacing must be maintained to minimize data interference.
- 2518.04.C Patch Panels/Frames in General
 - 2518.04.C.1 Voice and data patch panels must be manufactured to Category 6 Standard.
 - 2518.04.C.2 The voice and data patch panels within the local computer rooms must be Modular Patch Panels mounted within equipment cabinets. The patch panels must have Insulation Displacement Connections (IDC) on the rear and RJ-45 8 position sockets on the front. The voice and data patch panels must have no fewer than 24 x RJ-45.
- 2518.04.D Voice Service Frames
 - 2518.04.D.1 The Main Distribution Frame (MDF) within the main communications room must distribute voice services and must be of Krone type 108A Dual Vert complete with all necessary terminations as Krone type 237A.
 - 2518.04.D.2 The frame must be secured to a 1"/20 mm plywood mounting board located adjacent to the PBX and the horizontal cabling racks within the main communications room.
- 2518.04.E Fiber Optic Patch Panels
 - 2518.04.E.1 Fiber optic patch panels must be capable of housing no fewer than 12 x LC connectors. All fiber optic cores must be fusion spliced using pigtailed onto LC connectors. Each fiber patch panel must use 1U of cabinet space and be located above the active components within the same cabinet or patch panels within the local communications rooms.
 - 2518.04.E.2 Two categories of copper based, rack mounted patch frames are required within each communications room to support:
 - 2518.04.E.2.a Termination of horizontal cabling from information outlets; on these panels there must be a definitive demarcation separating voice and data cabling. Patch panels must be RJ-45 modular in construction.
 - 2518.04.E.2.b Termination of intra-building voice backbone cables, providing connectivity between voice services and the information outlet patch panels outlined above. The voice patch panels must be modular in construction and must contain no fewer than 24 x RJ-45 ports.
- 2518.04.F Backbone Cabling Within the Building
 - 2518.04.F.1 Voice Backbone
 - 2518.04.F.1.a Star topology copper based UTP backbone cables must distribute voice services from the MDF located within the main computer room to each of the local computer rooms. Sufficient wire pairs must be included to provide a service based on 1-pair modularity, plus 25 percent spare capacity.
 - 2518.04.F.2 Data Backbone
 - 2518.04.F.2.a The data backbone cabling between the main computer room and the local computer rooms must be plenum grade, 12 core 50/125 multimode and tight buffered fiber optic cable (OM3 or better). LC connectors must be used for all fiber optic connection. 10Gig Fiber Optic

Cable is designed to support network transmission speeds up to 10 Gb/s for link lengths up to 300 meters for OM3 with an 850nm source per IEEE 802.3ae 10 GbE standard

2518.04.F.3 Intra-building Backbone Cable Routing

2518.04.F.3.a The main vertical and horizontal intra-building backbone cabling must be routed via a network of cable trays.

2518.05 Communications Cabinets

2518.05.A Specifications

2518.05.A.1 Communications cabinets must have 42U of usable frame height, 31"/800 mm x 42"/1070 mm and must provide a sufficient degree of protection to BS.5490 IP 20. Must also be UL Listed 2416, EIA-310-E TIA/EIA-942, and RoHS Compliant, The cabinets are required within each communications room (main and local) for the housing of the active components, modular patch panels (copper cables) and fiber optic patch panels. In the absence of active components specification details, it is assumed that the equipment will take up 17U of frame space. In instances where space is limited, a smaller dimension communications cabinet can be used but still must maintain the same protection to BS.5490 IP 20 standards while also being UL Listed 2416, EIA-310-E TIA/EIA-942, and RoHS Compliant.

2518.05.A.2 All cabinets must be uniform in manufacture, appearance and color (light grey / black). Each cabinet must be fitted with a lockable smoked glass or mesh front door and a lockable rear door. All cabinet doors must have locks operated by a single key. Each cabinet must incorporate removable side panels and cable management rings and brackets for the dressing of patch leads and cords.

2518.05.A.3 All cabinets must incorporate integrated surge protected power distribution unit (PDU) - 20A, 120V horizontal single phase PDU has (12) 5-20R receptacles, a 10' (3m) power cord with a NEMA 5-20P plug, and measures 1.6"H x 17.5"W x 2.0"D (40.6mm x 444.5mm x 50.8). UL Listed. Color: Black

2518.05.A.4 A gap of at least 6"/150 mm must be maintained between the front of the patch panels and the front of the cabinet.

2518.05.B Patch Cords / Leads

2518.05.B.1 Fiber Optic patch leads of 3'-3"/1.0 m length OM3 2-fiber, 1.6mm jacket, patch cord, Riser (OFNR) rated, LC duplex to LC duplex. Must be the same manufacture as all other products.

2518.05.C Device Leads

2518.05.C.1 Device leads from the data outlets to the user workstation must be provided with quantities and lengths confirmed by Hilton.

2518.06 Implementation and Hand-Over

2518.06.A Installation Quality

2518.06.A.1 The complete structured cabling system must be installed in accordance with the quality standards as applicable and in accordance with the manufacturer's guidelines by manufacturer certified installers to obtain a 25 year full application channel warranty.

2518.06.A.2 Not Applicable to this Brand

2518.06.A.3 Where the structured cabling contractor is involved in the design element of the project, the nominated designer must be BICSI registered and hold the accredited RCDD status. And must be a full time W2 employee of the contractor's; MUST NOT be a subcontractor.

2518.06.B Testing

- 2518.06.B.1 All fiber tests need to be performed according to the ANSI/TIA 568/569 or ISO-IEC 14763-2 standards. (Only certified passing test reports will be accepted. Test results should verify compliance with the designated performance requirement as specified in the Commercial Building Telecommunications Cabling Standards. Each trace must be recorded along with the test engineer's name and signature.)
- 2518.06.B.2 Should the testing identify a failure, this must be immediately rectified and noted with the hand-over documentation under test failure. Where rectification is not possible then the cable and associated components must be replaced and removed from site.
- 2518.06.B.3 The cabling contractor must undertake to provide Hilton IT with advance knowledge of all testing activities and allow witness to the testing as required.

2518.06.C Manuals and Documentation

- 2518.06.C.1 The structured cabling contractor must provide the following items as hand-over documentation to Hilton nominated representatives at the conclusion of the project.
 - 2518.06.C.1.a Two paper copies and a CD-ROM of all fitted drawings showing the cabling schematics, connectivity drawings, cabinet and frame schematics, all clearly showing label designations. All drawings must be produced using the latest version of AutoCAD for Windows and saved in .DWG or .DXF file format.
 - 2518.06.C.1.b Communications cabinets and patch panel layouts.
 - 2518.06.C.1.c A schedule of information outlets containing label designations and locations. The schedule must be presented in the form of a Microsoft Excel spreadsheet and be provided in both paper and CD-ROM formats.
 - 2518.06.C.1.d Test results (copper and fiber) on paper and CD-ROM.
 - 2518.06.C.1.e 25 year warranty application assurance certificate.

2518.07 Wireless Distribution

2518.07.A Wi-Fi UTP Cable, Category 6

The provisioning of Wireless Internet (Wi-Fi) services in the Hilton portfolio of brands requires the installation of UTP cable, Category 6, from main computer room or intermediate data cabinets to locations throughout the hotel (see below) for the mounting, installation and servicing of Wireless Access Points (WAPs). All previous reference to conduit, cable placement and termination requirements for Category 6 cabling in this document must be adhered to for installation of this Wi-Fi cabling. The scope of this definition relates only to the design and installation of the cabling system for this Wi-Fi network. Reference to WAPs in this document is intended to give a point of reference for design of the cabling system.

2518.07.B Areas of Coverage

- 2518.07.B.1 Care must be taken to ensure the installation of enough infrastructure in these areas such that their subsequent division by mechanical or other partitions does not deteriorate signal reception in any one partitioned area. Guestrooms to include all space within all guestrooms, suites and parlors. These also include coverage for all fractional ownership or condominium units as may reside within the property.

2518.07.C Installation Parameters

- 2518.07.C.1 The installed infrastructure defined here must provide for the installation of WAPs such that the following criteria are met: WAPs must be securely mounted with a manufacturers bracket in a subdued and aesthetic manor. WAPs must be permanently accessible after installation to facilitate repair or replacement. WAPs must meet the engineering standards provided in the "Guest_Internet_Access_Network_Standards_Guide_Global.pdf" published on https://hilton.sharepoint.com/:b:/r/sites/TS_GlobalNetworkEngineering/Shared%20Documents/Network%20-%20External/Standards/Global%20Guest%20Internet%20Access%20Standards.pdf
- 2518.07.C.2 Cable runs for the Wi-Fi network must be terminated in 8pin RJ-45 female jacks at the access point location. Jacks must be installed in wall plates if the WAP is to be mounted aesthetically in a visible location, and interconnected with the shortest possible patch cord to maintain a neat and tidy look and also to minimize tampering.

2518.08 Patch Cable Standards

- 2518.08.A Patch Panel Standards / Lead Colors
- 2518.08.A.1 Patch leads colors must be used to differentiate amongst various vendors / systems in all patch cabinets, for example, Internet access, digital TV systems, minibar, guest telephones, and cordless telephones.
- 2518.08.A.2 The Cat6 cables used must adhere to the following color code:

Main & Remote Computer Rooms	Color
Voice & Fax Lines	Light Blue
Server Connections	Red
Point of Sale	Black
Printers	Green
Guest Internet (incl Wireless Access Points)	Purple
Guest Minibar System	Orange
TV System	Yellow
Keycard System	White
Interfaces	Pink
Wireless Access Points (DECT, Hilton)	Brown
Electronic Meeting Signs	Light Grey
Cross-over Cables	Dark Blue
Desktops	Dark Grey

2518.08.B Patch Lead Standards - Devices

2518.08.B.1 All patch leads connecting devices to the network Cat6 sockets, i.e. desktop PCs, laptops, printers, etc must be grey.

2518.09 Guest Room Technology Services

2518.09.A Cabling Requirements

2518.09.A.1 In order to ensure quality of service and flexibility, a minimum of 2; (1 at B or C and 1 at E) and up to 4 x 4-pair cables (CAT6-RJ45) for new hotels or hotels undergoing major refurbishment are required to provide data services and be labeled accordingly (x). Placement requirements must be verified within Sections ##2510.00## and ##2512.00##.

2518.09.A.2 At the desk area and/or living room

2518.09.A.2.a (A) Telephone - if required in Sections ##2510.00## - ##2511.00##

2518.09.A.2.b (B) Guest Internet access - Wi-Fi Access Point and Wired Internet (when provided)

2518.09.A.3 For the TV/ Credenza

2518.09.A.3.a (C) Digital TV/Connected Room

2518.09.A.4 By the bedside

2518.09.A.4.a (E) Telephone - if required in Sections 2510.00 - 2511.00

2518.09.B Edge-controller

United States: In order to properly secure the edge-controller within the guest room, a special cable lock and cables are required for each RJ45 connection

a. Panduit Part Numbers

i. Cable Lock - PSL-DCPLE-BL-C

ii. Patch Cable (feet) - UTP28SP*^

1. * = Length

2. ^ = Cable color (either black or white)

a. White – default, no designation

b. BL = Black

iii. Patch Cable (meters) - UTP28SP*M^*M^

1. * = Length

2. ^ = Cable color (either black or white)

a. White – default, no designation

b. BL = Black

b. Installation Scenarios

i. Edge-controller (EC) connected directly to RJ45 wall jack

1. Two (2) cable locks are required in this scenario. One for the RJ45 wall jack and one for the EC RJ45 jack.

ii. Edge-controller (EC) connected to flush mounted wall plate access point (WAP) using the Meraki MA-MNT-MR-H2 wall mount bracket.

1. Four (4) cable locks are required in this scenario. One for the RJ45 wall jack, one for the rear WAP RJ45, one for the bottom WAP RJ45 jack for

the EC, and one for the EC RJ45 jack.

iii. Edge-controller (EC) connected to offset mounted wall plate access point (WAP) using the Meraki MA-MNT-MR-H3 wall mount bracket.

1. Three (3) cable locks are required in this scenario. One for the RJ45 wall jack, one for the rear WAP RJ45, and one for the EC RJ45 jack.
2. The Meraki MA-MNT-MR-H3 must be locked using the OEM security screw which is included in the accessory kit.

2518.10 Wiring Standards (Coaxial – MATV, CATV)

Canada | Central America | Mexico | Puerto Rico | South America:

Hotels must install CAT6 to each guestroom. Coaxial cable infrastructure is optional. If hotels choose to use a coaxial cable infrastructure, they must install coaxial cable, homerun to each guestroom.

The following provides detailed specifications about the coaxial cabling. Hotels must consult their intended in-room entertainment provider to determine if there are additional wiring specifications or documentation. Hotels must work with a professional cable installer to design and install the cable plant. For IPTV installations, see CAT6 documentation in Section ##2518.03## and ##2518.09##.

United States: Coaxial cable infrastructure is optional in guestrooms, but required in public spaces. If hotels choose to use a coaxial cable infrastructure, they must install coaxial cable, homerun to each guestroom.

Hotels may choose to install only CAT6 if all of the following conditions are met:

1. UnoNet must be installed prior to opening.
2. Connected Room must be installed prior to opening. If Connected Room is not yet Internet Protocol TV (IPTV)-ready upon opening, hotel will need to purchase Smart TVs and must install Connected Room as soon as it is IPTV-ready.
3. Hotel must use a Hilton Free-to-Guest (FTG) TV Marketplace vendor that is approved to provide IPTV FTG.

The following provides detailed specifications about the coaxial cabling. Hotels must consult their intended in-room entertainment provider to determine if there are additional wiring specifications or documentation. Hotels must work with a professional cable installer to design and install the cable plant. For IPTV installations, see CAT6 documentation in Section ##2518.03##.

2518.10.A System Specifications

System Specifications All installations must conform to relevant standards and safety specifications for the appropriate region. These may include:

2518.10.A.1 MATV Installations: ANSI/SCTE 40 2004 (US), BS EN 50083 (UK)

2518.10.A.2 Coaxial Cables: ANSI/SCTE 74 2003 (US), BS EN 50117 (UK)

2518.10.A.3 Grounding of coaxial antenna systems: outlined in NEC Article 250 (US), ANSI/NFP 70 (US), BS EN 50310 and section 2518.8.5 (UK)

2518.10.B Cable Types

2518.10.B.1 Coax The cable must meet or exceed specifications in ANSI/SCTE 74 2003 (US), BS EN 50117 (UK) or local equivalent standards, as follows:

- 2518.10.B.1.a **Caribbean | Central America | Mexico | South America:** Room drop maximum 50m: Webro WF 100 or CT 100 or equivalent
Canada | Puerto Rico | United States: Room drop maximum 150ft: RG-6 dual-shielded, Belden or Commscope or equivalent

- 2518.10.B.1.b **Caribbean | Central America | South America:** Feed trunk cable maximum 50m: Webro WF 100 or CT 100 or equivalent
North America: Feed trunk cable maximum – 230ft: RG-11 dual-shielded, Hard-line/.500 or greater, Belden or Commscope or equivalent
- 2518.10.B.1.c **Caribbean | Central America | Mexico | South America:** Feed trunk cable over 50m: Webro WF 165 or CT 125 or equivalent
- 2518.10.B.1.d **Caribbean | Central America | Mexico | South America:** Core trunk cable between MDF and all IDF's: Webro WF 233 or CT 233 or equivalent
Canada | Puerto Rico | United States: Core trunk cable between MDF and all IDF's: RG-11 dual-shielded, Hard-line/.500 or greater, Belden or Commscope or equivalent
- 2518.10.B.1.e **Canada | Puerto Rico | United States:** Cabling must be 60% braid, solid copper center conductor rated for 5MHz - 1GHz.
- 2518.10.B.1.f **Caribbean | Central America | Mexico | South America:** CATV wiring design must provide/compensate for longer runs

2518.10.B.2
Fibre

Use if the satellite dish is located more than 150m/500ft from the head end:

- 2518.10.B.2.a Single Mode G.657.A 3mm armoured or equivalent, terminated with SC/APC terminations

2518.10.C Connections

All coaxial network connections must be as follows:

- 2518.10.C.1 **Canada | Puerto Rico | United States:** Compression F-type connectors
- 2518.10.C.2 **Canada | Puerto Rico | United States:** Properly mated and tightened to approximately 30 in/lbs of torque
- 2518.10.C.3 **Caribbean | Central America | Mexico | South America:** Fully screened
- 2518.10.C.4 **Caribbean | Central America | Mexico | South America:** F-Type connectors

2518.10.D Signal Level

Measured at room outlet:

- 2518.10.D.1 **Caribbean | Central America | Mexico | South America:** Head End System Wiring (DVB-T/T2/C [digital signal distribution])
Canada | Puerto Rico | United States: Head End System Wiring (HD/QAM256)
 - 2518.10.D.1.a **Caribbean | Central America | Mexico | South America:** Signal level: 45db – 65dB
Canada | Puerto Rico | United States: Bandwidth sweep tested from: 5MHz to 1GHz, signal level: -10 to +10dB
 - 2518.10.D.1.b **Caribbean | Central America | Mexico | South America:** Minimum Signal to Noise Ration (SNR): 26dB
Canada | Puerto Rico | United States: Modulation Error Ratio (MER): 37-40dBmV
 - 2518.10.D.1.c **Caribbean | Central America | Mexico | South America:** Minimum Bit Error Ratio (BER): <2.0 E-04 (Pre Viterbi)
 - 2518.10.D.1.d **Caribbean | Central America | Mexico | South America:** Maximum Composite Triple Beat (CTB): 53dB
 - 2518.10.D.1.e **Caribbean | Central America | Mexico | South America:** Maximum Composite Second Order (CSO): 53dB below measured carrier

2518.10.E Antenna

- 2518.10.E.1 All UHF antennas must incorporate a balun to ensure the matching of the dipole to the feeder cables.
- 2518.10.E.2 Antenna must be cabled from rooftop to MDF head end. See above for cabling length requirements.
- 2518.10.E.3 The aerial system, mounts, and support structures must be capable of withstanding winds of 100mph/160kph and take into account local environmental conditions (snow, ice, extreme wind etc.).

2518.10.F Satellite Dishes

- 2518.10.F.1 Satellite dishes must be constructed to withstand a wind speed of 60mph/100kph and be of an adequate size for the system concerned and take into account local environmental conditions (snow, ice, extreme wind etc.).
- 2518.10.F.2 Satellite must be cabled from rooftop to MDF head end and able to produce a 15dB carrier-to-noise level at the installations site for the given transponders being received. See above for cabling length requirements.
- 2518.10.F.3 Dishes must be aligned for maximum signal strength and carrier-to-noise ratios. The LNB must be aligned so that the horizontal and vertical transponders appear equal and give maximum rejection of the opposite polarity.

2518.10.G Coax Topology

- 2518.10.G.1 Head End System Wiring (i.e., HD/QAM/DVB-T/DVB-T2/DVB-C/digital signal distribution)
 - 2518.10.G.1.a Wiring must be star topology or home run to each television. Run a single cable trunk feed from MATV head end (MDF) to a central point within each hotel corridor/riser/IDF closet. Use multi-output taps to distribute the signal; from the IDF, run one coaxial cable to each television.

Cisco Network Hardware Standards

Global Network Engineering

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1. Background

This document provides an overview for Hilton Worldwide corporate and hotel Cisco network hardware standards. It is to be used as a guide to determine the best possible hardware solutions for corporate offices and hotels. It is also a roadmap for hardware refresh projects, when replacing end of life hardware, and building out new designs. Any hardware design decisions made outside the guidelines in this document are to be reviewed by the [Hilton Network LAN/WAN Architecture team](#) prior to implementation.

If you are a new construction hotel or a hotel that is needing to refresh your switches, you are required to use the Meraki Hardware standard for approved hardware, as Cisco switches can only be used in Corporate offices. If you have any questions, please contact #Global-Network-LAN-Architecture-Americas@hilton.com or Network_Deployment_Engineers@hilton.com. This standard takes effect beginning Aug 1st 2019.

2. Switches

The following sections break out the different Hilton standard network switch models, describe their functions, and how they fit into Hilton's architecture.

Core Switches

The following switches are primarily used for fiber backbone interconnectivity at offices and hotels with multiple downstream access switches:

Model	Licensing	IOS Image	SFP Interfaces	Redundant PSU
WS-C3850-12S-E	IP Services	Universal	12	Yes
WS-C3850-24S-E	IP Services	Universal	24	Yes
WS-C4500X-16SFP+	Enterprise Services	Universal	16	Yes
WS-C4500X-32SFP+	Enterprise Services	Universal	32	Yes
WS-C4507R+E	Enterprise Services	Universal	4 (Sup 7-E)	Yes

* It is strongly recommended to move to the replacement model on any hardware that is about to be removed from the standards.

- Cisco 3850 switches can be a single standalone switch or two redundant switches stacked together using Cisco StackWise cables to share a data plane, and act as one logical switch. These switches require SFP modules for each port to interconnect access switches.
- Redundant power supplies **are required** for all core switch solutions.
- Cisco 4500X backbone switches have a 1RU form factor and can be standalone or two switches interconnected, acting as one logical unit with VSS enabled. These switches require SFP/SFP+ modules for each port and are recommended for any 10GbE LAN requirements. 10GbE Twinax cables are required for creating a VSS pair as well.
- Cisco 4507R+E chassis can also be used in situations where supporting a stacked core switch solution is not as cost effective, or if further capacity and scalability are required this can be an option with Network Architecture review and approval.
- A caveat in designs including 4507R+E switches is that redundant supervisors **are required**.

Before designs including 4507R+E switches are complete, the Hilton Network LAN/WAN Architecture team must approve.

Please see the corresponding accessories section for the [Cisco 3850](#), [Cisco 4500X](#), or [Cisco 4507R+E](#) for the appropriate SFPs, linecard, supervisor, and/or additional hardware build information.

Fixed Access Switches

The following switches are primarily used for end-device access connectivity at offices and hotels.

Model	IOS Image	SFP Interfaces	PoE	Redundant PSU
WS-C2960X-24TD-L	LAN Base	2 SFP+	No	No
WS-C2960X-48TD-L	LAN Base	2 SFP+	No	No
WS-C2960X-24PD-L	LAN Base	2 SFP+	Yes	No
WS-C2960X-48FD-L	LAN Base	2 SFP+	Yes	No
WS-C2960XR-24PD-I	IP Lite	2 SFP+	Yes	Yes
WS-C2960XR-48FPD-I	IP Lite	2 SFP+	Yes	Yes
WS-C3650-24PD-L	LAN Base	2 SFP+	Yes	Yes
WS-C3650-48FD-L	LAN Base	2 SFP+	Yes	Yes

Please review the following table to determine the appropriate switch to use:

Type of Implementation	Type of Network	Approved Switch Model	Redundant PSU Required
PoE (Wireless Access Points Only)	GIA/StayConnected	2960XR / 3650	No
PoE (Wireless Access Points and/or IP Phones)	GIA/StayConnected	2960XR / 3650	Yes
	Hotel Back Office	2960XR	Yes
	Corporate	2960XR	Yes
Non-PoE (Workstation Access)	GIA/StayConnected	2960X/ 2960XR	No
	Hotel Back Office	2960X/ 2960XR	No
	Corporate	2960X/ 2960XR	No

- Cisco 2960XR models are recommended for smaller implementations with a single router and switch. This is due to IP Lite routing capabilities, which 2960X models do not offer.
- Because of the same routing capabilities, Cisco 2960XR models can also be used as small core switches for deployments that have up to two IDFs (since the switch has two available SFP+ ports). The caveat with this deployment is that there will not be an option to do Link Aggregation down to an IDF, so each IDF will only have one link. For deployments with more than two IDFs, the traditional options for core switches should be used.
- SFPs are a requirement for interconnectivity to upstream core switches.
- All switch models listed support optional 10GbE SFP+ and stacking modules.

Please see the corresponding [Accessories](#) section for SFPs, stacking hardware, and additional hardware build information.

Chassis Access Switches

The following switches are chassis based and primarily used for access connectivity for end-devices at offices and hotels.

Model	Redundant PSU	Total Linecard Slots	Supervisor Slots	Total Slots
WS-C4507R+E	Yes	5	3 & 4	7
WS-C4510R+E	Yes	8	5 & 6	10

**Chassis access switches are only to be used in situations where supporting a switch stack isn't as cost effective or if there is a need to stack more than six switches together. Both models listed above support supervisor engine redundancy.

*****Before designs including 4500R+E switches are complete, the Hilton Network LAN/WAN Architecture team must approve.***

Please see the corresponding [Accessories](#) section for linecard, supervisor, and additional hardware build information.

Compact Switches

The following switches listed are primarily used in front desk or conference room areas where more cabling is not feasible.

Model	IOS Image	Total Ports	SFP Interfaces	PoE
WS-C2960CX-8TC-L	LAN Base	10	2	No
WS-C2960CX-8PC-L	LAN Base	10	2	Yes

* It is strongly recommended to move to the replacement model on any hardware that is about to be removed from the standards.

*Cisco 2960CX models include 10 copper gigabit ethernet ports and two SFP interfaces for interconnects, for use in hard to reach areas where adding cabling may not be an option. See red notes below.

Before designs including 2960CX switches are complete, the Hilton Network LAN/WAN Architecture team must approve.

Please see the corresponding [Accessories](#) section for additional hardware build information.

3. Routers

This section outlines the Hilton's standard router for branches.

Model	IOS Image	Ethernet ports	Redundant PSU	Performance
ISR4321 *	IP Base	2	No	50Mbps **
ISR4331	IP Base	3	No	100Mbps ***

*ISR4321 is the Hilton standard for OnQ MPLS (AVPN) connectivity for back office network. In some isolated cases, the use of the ISR4331 is entertained due to specific requirements.

** Upgradable to 100Mbps with the FL-4320-PERF-K9 Performance-on-Demand License.

*** Upgradable to 300Mbps with the FL-4330-PERF-K9 Performance-on-Demand License.

If there is a need for a site-to-site VPN appliance, please refer to the Site-to-Site VPN standards document in our SharePoint site.

4. Firewalls

The following sections break down the different Hilton standard Firewalls, describe their functions, and how they fit into Hilton's architecture.

Large Firewalls

The following Firewalls are primarily used for interconnectivity at offices and hotels with multiple DMZs and high host density.

Model	Licensing	IOS Image	Throughput	Interfaces	Redundant PSU	Number of DMZs
ASA 5508-X	Base	9.8.4	450 Mbps	8 x 1GE	No	5,000

Compact Firewalls

The following Firewalls listed are primarily used for interconnectivity at hotels with fewer DMZs and host density. This Firewall is only for LAN connectivity and not to be used for WAN connectivity to the Hilton. If Site-to-site connectivity is needed, please get in touch with the following: #Global-Network-WAN-Architecture-Americas@hilton.com.

Part Number	Description	Throughput	Interfaces	Redundant PSU
FPR1010-ASA-K9	Cisco FirePOWER 1010 ASA - firewall	650 Mbps	8 x RJ45	No

The following part numbers should be included:

Part Number	Description
SF-F1KASA9.13.1-K9	Cisco Adaptive Security Appliance (v. 9.13.1) - license - 1 appliance
FPR1000-ASA	Cisco Standard ASA license
L-FPR1K-ENC-K9=	Cisco FirePOWER Strong Encryption (3DES/AES) - license - 1 license

5. Accessories

Each switch will need parts ordered in certain situations depending on requirements. The following sections outline the standard parts for each switch. Some parts may be found under all switches depending on compatibility.

Cisco 3850

Modules

Part Number	Description	Notes
C3850-NM-4-1G	Cisco 3850 1GbE SPF network module. Four physical GbE SFP slots.	Optional 1GbE module.
C3850-NM-2-10G	Cisco 3850 10GbE SPF+ network module. Four physical ports. Two SFP+ (10GbE) ports and two SFP (1GbE) slots.	Optional 10GbE module. If 10GbE isn't being used, all four interfaces can be used for 1GbE access.
PWR-C1-350WAC & PWR-C1-350WAC/2	Cisco 3850 - power supply - hot-plug / redundant - 350W - AC Power	Secondary PSU must be requested with the order.
PWR-C1-440WDC & PWR-C1-440WDC/2	Cisco 3850 - power supply - hot-plug / redundant - 440W - DC Power	Secondary PSU must be requested with the order.
GLC-T**	Cisco - SFP module - Copper - 1GbE.	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.
GLC-TE	Cisco - SFP module - Copper - 1GbE.	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.
GLC-SX-MMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects. See Appendix for distance information.
GLC-LH-SMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects at longer distances. See Appendix for distance information.
SFP-10G-SR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects. See Appendix for distance information.
SFP-10G-LR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Notes
CAB-STACK-50CM**	Cisco StackWise - stacking cable - 50 cm (19.7 in).	Included with both standard 3750X models.
STACK-T1-50CM	Cisco StackWise - stacking cable - 50 cm (19.7 in).	Included with both standard 3850 models.
STACK-T1-1M	Cisco StackWise - stacking cable - 1 m (3.2 ft).	Optional. Useful when switches cannot be stacked tightly.
STACK-T1-3M	Cisco StackWise Plus - stacking cable - 3 m (9.8 ft).	Optional. Useful when switches cannot be stacked tightly.

CAB-SPWR-150CM	Cisco StackPower 150 cm cable.	Upgrade if longer cable is needed. Also used for 3850 switches.
CAB-SPWR-30CM	Cisco StackPower 30 cm cable.	Standard cable. Also used with 3850 switches.
CAB-TA-NA	Cisco 3850 AC Power Cord (North America).	N/A
CAB-TA-EU	Cisco 3850 AC Power Cord (Europe).	N/A
CAB-TA-UK	Cisco 3850 AC Power Cord (United Kingdom).	N/A
CAB-TA-JP	Cisco 3850 AC Power Cord (Japan).	N/A

Support

Part Number	Description	Notes
CON-SNTP-WSC3852E	SMARTnet Services.	3 year support WS-C3850-12S-E & WS-C3850-24S - E

Cisco 2960X/XR

Modules

Part Number	Description	Compatibility	Notes
2960X-STACK	Cisco Catalyst 2960-X FlexStack Plus module.	X/XR	Does not come standard with 2960X/XR series switches. Must be requested with order to leverage stacking capabilities.
PWR-C2-640WAC & PWR-C2-640WAC/2	Cisco - power supply - hot-plug / redundant - 640W	XR	Required PSU for WS-C2960XR-24PD-I. Secondary PSU must be requested with order.
PWR-C2-1025WAC & PWR-C2-1025WAC/2	Cisco - power supply - hot-plug / redundant - 1025W	XR	Required PSU for WS-C2960XR-48FPD-I. Secondary PSU must be requested with the order.
GLC-T**	Cisco - SFP module - Copper - 1GbE.	X/XR	Optional. Can be used for port expansion and other appliances pending approval.
GLC-TE	Cisco - SFP module - Copper - 1GbE.	X/XR	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.
GLC-SX-MMD	Cisco - SFP module - LC Fiber - 1GbE.	X/XR	Needed for switch interconnects. See Appendix for distance information.
GLC-LH-SMD	Cisco - SFP module - LC Fiber - 1GbE.	X/XR	Needed for switch interconnects at longer distances. See Appendix for distance information.
SFP-10G-SR	Cisco - SFP+ module - LC Fiber - 10GbE.	X/XR	Optional. For switch interconnects. See Appendix for distance information.
SFP-10G-LR	Cisco - SFP+ module - LC Fiber - 10GbE.	X/XR	Optional. For switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Compatibility	Notes
CAB-STK-E-0.5M	Cisco FlexStack Plus - stacking cable - .5 m (1.6 ft).	X/XR	Comes standard with the 2960X-STACK module.
CAB-STK-E-1M	Cisco FlexStack Plus - stacking cable - 1 m (3.3 ft).	X/XR	Optional. Recommend ordering one for stacks of four or more switches stacked close together.
CAB-STK-E-3M	Cisco FlexStack Plus - stacking cable - 3 m (10 ft).	X/XR	Optional. Useful when switches cannot be stacked tightly.
CAB-AC	AC Power Cord (North America). C13, NEMA 5-15P.	X	N/A
CAB-ACE	AC Power Cord (Europe), C13, CEE7.	X	N/A

CAB-ACU	AC Power Cord (UK), C13, BS 1363.	X	N/A
CAB-JPN-12A	Power cord (Japan). 12A 125V AC Power.	X	N/A
CAB-TA-NA	AC Power Cord (North America).	XR	N/A
CAB-TA-EU	AC Power Cord (Europe).	XR	N/A
CAB-TA-UK	AC Power Cord (United Kingdom).	XR	N/A
CAB-TA-JP	AC Power Cord (Japan).	XR	N/A
CAB-TA-CN	AC Power Cord (China), Type A.	XR	N/A

Support

Part Number	Description	Notes
CON-SNTP-WSC298DL	SMARTnet Services.	3 year support WS-C2960X-48TD-L
CON-SNTP-WSC24TDL	SMARTnet Services.	3 year support WS-C2960X-24TD-L
CON-SNTP-WSC296XL	SMARTnet Services.	3 year support WS-C2960X-48FPD-L
CON-SNTP-WSC604DL	SMARTnet Services.	3 year support WS-C2960X-24PD-L
CON-SNTP-W296X48F	SMARTnet Services.	3 year support WS-C2960XR-48FPD-I
CON-SNTP-WSC296PD	SMARTnet Services.	3 year support WS-C2960XR-24PD-I

Cisco 3650

Modules

Part Number	Description	Notes
C3650-STACK-KIT=	Cisco Catalyst 3650 Stack Module	Does not come standard with 3650 series switches. Must be requested with order to leverage stacking capabilities.
PWR-C2-640WAC=	Cisco 640 WAC power supply spare	Required PSU for WS-C3650-24PD-L. Secondary PSU must be requested with order.
PWR-C2-1025WAC=	Cisco 1025 WAC power supply spare	Required PSU for WS-C3650-48FD-L. Secondary PSU must be requested with the order.
GLC-T**	Cisco - SFP module - Copper - 1GbE.	Optional. Can be used for port expansion and other appliances pending approval.
GLC-TE=	Cisco - SFP module - Copper - 1GbE.	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.
GLC-SX-MMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects. See Appendix for distance information.
GLC-LH-SMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects at longer distances. See Appendix for distance information.
SFP-10G-SR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects. See Appendix for distance information.
SFP-10G-LR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Notes
STACK-T2-50CM=	Cisco StackWise-160 50CM Stacking Cable Spare	Comes standard with the 3650 stacking module.
STACK-T2-1M=	Cisco StackWise-160 1M Stacking Cable Spare	Optional. Recommend ordering one for stacks of four or more switches stacked close together.
STACK-T2-3M=	Cisco StackWise-160 3M Stacking Cable Spare	Optional. Useful when switches cannot be stacked tightly.
CAB-TA-NA=	AC power cord for Cisco Catalyst 3650 (North America)	N/A
CAB-TA-EU=	AC power cord for Cisco Catalyst 3650 (Europe)	N/A
CAB-TA-UK=	AC power cord for Cisco Catalyst 3650 (United Kingdom)	N/A

CAB-TA-JP=	AC power cord for Cisco Catalyst 3650 (Japan)	N/A
CAB-TA-CN=	AC power cord for Cisco Catalyst 3650 (China)	N/A

Support

Part Number	Description	Notes
CON-SNTP-WSC364DL	SMARTnet Services.	3 year support WS-C3650-24PD-L
CON-SNTP-WS6548FD	SMARTnet Services.	3 year support WS-C3650-48FD-L

Cisco 4500R+E

Modules

Part Number	Description	Notes
WS-X45-SUP8-E	Cisco Catalyst 4500E Series Unified Access Supervisor, 928 Gbps.	Up to 928 Gbps wired switching capacity with 48Gbps per linecard slot. Includes 8 SFP+ slots.
WS-X4748-RJ45-E	Catalyst 4500 E-Series 48-port RJ45 linecard.	GbE linecard. No PoE. Non-blocking. 48Gbps per slot.
WS-X4748-RJ45V+E	Catalyst 4500 E-Series 48-port RJ45 linecard (PoE).	GbE linecard with PoE capabilities. Non-blocking. 48Gbps per slot.
WS-X4712-SFP-E	Catalyst 4500 E-Series 12-port GbE SFP linecard.	Optional. GbE SFP linecard. Non-blocking. 12Gbps per slot. See note in red below.
WS-X4724-SFP-E	Catalyst 4500 E-Series 24-port GbE SFP linecard.	Optional. GbE SFP linecard. Non-blocking. 24Gbps per slot. See note in red below.
WS-X4712-SFP+E	Catalyst 4500 E-Series 24-port 10GbE SFP linecard.	Optional. 10GbE SFP linecard. 2.5:1 oversubscription with SFP+. 48Gbps per slot. See note in red below.
PWR-C45-2800AVC & PWR-C45-2800AVC/2	Catalyst 4500 2800W AC Power supply (Data and PoE).	PSU for both 4500R+E models. Secondary PSU must be requested with order. Recommended only for core switch configurations.
PWR-C45-4200AVC & PWR-C45-4200AVC/2	Catalyst 4500 4200W AC Power supply (Data and PoE). Dual Inputs.	PSU for both 4500R+E models. Secondary PSU must be requested with order. Recommended for smaller PoE and data implementations.
PWR-C45-6000ACV & PWR-C45-6000ACV/2	Catalyst 4500 6000W AC Power supply (Data and PoE). Dual Inputs.	PSU for both 4500R+E models. Secondary PSU must be requested with order. Recommended for mid-sized PoE and data implementations.
PWR-C45-9000ACV & PWR-C45-9000ACV/2	Catalyst 4500 9000W AC Power supply (Data and PoE). Triple inputs.	PSU for both 4500R+E models. Secondary PSU must be requested with order. Recommended for large scale PoE and data implementations.
PWR-C45-1400DC & PWR-C45-1400DC/2	Catalyst 4500 1400W DC Power supply (Data only). Triple inputs.	PSU for both 4500R+E models. Secondary PSU must be requested with order
PWR-C45-1400DC-P & PWR-C45-1400DC-P/2	Catalyst 4500 1400W DC Power supply (Data only) with International PEM	PSU for both 4500R+E models. Secondary PSU must be requested with order
C4K-SLOT-CVR-E	Linecard slot cover.	Extra covers if needed.
WS-C4K-PS-CVR	Power supply blank cover.	Extra covers if needed.
GLC-T**	Cisco - SFP module - Copper - 1GbE.	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.

GLC-TE	Cisco - SFP module - Copper - 1GbE.	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.
GLC-SX-MMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects. See Appendix for distance information.
GLC-LH-SMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects at longer distances. See Appendix for distance information.
SFP-10G-SR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects. See Appendix for distance information.
SFP-10G-LR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects at longer distances. See Appendix for distance information.

Before designs including SFP and SFP+ based linecards are complete, the [Hilton Network LAN/WAN Architecture team](#) must approve.

Cables

Part Number	Description	Notes
CAB-AC-2800W-TWLK	US power cord, Twist lock, NEMA 6-20 plug.	For PWR-C45-2800AVC, PWR-C45-6000AVC, or PWR-C45-9000AVC.
CAB-AC-2800W-EU	Europe power cord.	For PWR-C45-2800AVC, PWR-C45-6000AVC, or PWR-C45-9000AVC.
CAB-AC-2800W-INT	International power cord.	For PWR-C45-2800AVC, PWR-C45-6000AVC, or PWR-C45-9000AVC.
CAB-L620P-C19-US	NEMA L6-20 to IEC-C19 14ft US.	For PWR-C45-2800AVC, PWR-C45-6000AVC, or PWR-C45-9000AVC.
CAB-CEE77-C19-EU	CEE 7/7 to IEC-C19 13ft. Europe.	For PWR-C45-2800AVC, PWR-C45-6000AVC, or PWR-C45-9000AVC.
CAB-BS1363-C19-UK	BS-1363 to IEC_C19 14ft. UK.	For PWR-C45-4200AVC.

Support

Part Number	Description	Notes
CON-SNTP-C4507R+E	SMARTnet Services.	3 year support WS-C4507R+E
CON-SNTP-C4510R+E	SMARTnet Services.	3 year support WS-C4510R+E

Cisco 4500X

Modules

Part Number	Description	Notes
C4KX-NM-8SFP+	Cisco 10GbE SPF+ module. Eight physical ports.	Optional for added density.
C4KX-PWR-750AC-R & C4KX-PWR-750AC-R/2	Cisco - power supply - hot-plug / redundant - 750W - AC Power	Secondary PSU must be requested with the order. Front to back airflow.
C4KX-PWR-750DC-R & C4KX-PWR-750DC-R/2	Cisco - power supply - hot-plug / redundant - 750W - DC Power	Secondary PSU must be requested with the order. Front to back airflow.
GLC-T**	Cisco - SFP module - Copper - 1GbE.	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.
GLC-TE	Cisco - SFP module - Copper - 1GbE.	Needed for routers, firewalls, and Riverbed Steelheads to interconnect to core switches.
GLC-SX-MMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects. See Appendix for distance information.
GLC-LH-SMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects at longer distances. See Appendix for distance information.
SFP-10G-SR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects. See Appendix for distance information.
SFP-10G-LR	Cisco - SFP+ module - LC Fiber - 10GbE.	Optional. For switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Notes
SFP-H10GB-CU1M	Cisco Copper Twinax 10Gb cable.	3 x Required for VSS virtual switch links and heartbeat.

Support

Part Number	Description	Notes
CON-SNTP-WSC16SFX	SMARTnet Services.	3 year 24x7x4 support for WS-C4500X-16SFP+
CON-SNTP-C45X32SF	SMARTnet Services.	3 year 24x7x4 support for WS-C4500X-32SFP+
C4500X-16P-IP-ES	Enterprise License.	Required for advanced L3 features on 16 port model (and models expanded to 24 ports using 8 port module).
C4500X-IP-ES	Enterprise License.	Required for advanced L3 features on 32 port model (and models

		expanded to 40 ports using 8 port module).
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Cisco 2960CX

Modules

Part Number	Description	Notes
GLC-T	Cisco - SFP module - Copper - 1GbE.	Optional. If additional hosts need to be connected.
GLC-SX-MMD	Cisco - SFP module - LC Fiber - 1GbE.	Needed for switch interconnects. See Appendix for distance information.

Cables

Part Number	Description	Notes
CAB-TA-NA	Cisco 2960CX AC Power Cord (North America).	N/A
CAB-TA-EU	Cisco 2960CX AC Power Cord (Europe).	N/A
CAB-TA-UK	Cisco 2960CX AC Power Cord (United Kingdom).	N/A
CAB-TA-JP	Cisco 2960CX AC Power Cord (Japan).	N/A

Support

Part Number	Description	Notes
CON-SNTP-WSC28TCL	SMARTnet Services.	3 year support WS-C2960CX-8TC-L
CON-SNTP-WSC28PCL	SMARTnet Services.	3 year support WS-C2960CX-8PC-L

Cisco 2911 ISR

Modules

Part Number	Description	Notes
VWIC3-2MFT-T1/E1	Third-Generation 2-Port T1/E1 Multiflex Trunk Voice/WAN Interface Card.	Optional. Use for T1, ATM, and Frame circuits.
VWIC3-1MFT-T1/E1	Third-Generation 1-Port T1/E1 Multiflex Trunk Voice/WAN Interface Card.	Optional. Use for T1, ATM, and Frame circuits.
EHWIC-4ESG	4 port Enhanced High-Speed WAN Interface GbE switch	Optional. Only use if additional GbE ports are required.
PWR-2911-AC	Cisco 2911 AC power supply.	N/A.
PWR-2911-DC	Cisco 2911 DC power supply.	N/A

Cables

Part Number	Description	Notes
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	Required for troubleshooting locally and for some outage situations.
CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	Required for troubleshooting locally and for some outage situations.
CAB-AC	AC Power Cord (North America). C13, NEMA 5-15P.	N/A
CAB-ACE	AC Power Cord (Europe), C13, CEE7.	N/A
CAB-ACU	AC Power Cord (UK), C13, BS 1363.	N/A
CAB-JPN	AC Power Cord (Japan). JIS, C 8303.	N/A

Support

Part Number	Description	Notes
CON-SNTP-2911SEC	SMARTnet Services.	3 year support. CISCO2911-SEC/K9

6. Appendix

This section provides additional information references.

Network Architecture Contacts

Inquiry	Contact
LAN Switch hardware – Americas	#Global-Network-LAN-Architecture-Americas@hilton.com
WAN Router hardware – Americas	#Global-Network-WAN-Architecture-Americas@hilton.com
LAN Switch hardware – International	#Global-Network-LAN-Architecture-International@hilton.com
WAN Router hardware – International	#Global-Network-WAN-Architecture-International@hilton.com

SFP Distances

Model	Fiber Type	Core Size (micron)	Modal Bandwidth (MHz*Km)	Operating Distance
GLC-SX-MMD	MMF	62.5	160 (FDDI)	722 ft. (220 m)
		62.5	200 (OM1)	902 ft. (275 m)
		50	400 (400/400)	1,640 ft. (500 m)
		50	500 (OM2)	1,804 ft. (550 m)
		50	2000 (OM3)	3,281 ft. (1000 m)
GLC-LH-SMD	MMF	62.5	500	1,804 ft. (550 m)
		50	400	1,804 ft. (550 m)
		50	500	1,804 ft. (550 m)
	SMF	N/A	N/A	32,821 ft. (10,000 m)
SFP-10G-SR	MMF	62.5	160 (FDDI)	85 ft. (26 m)
		62.5	200 (OM1)	108 ft. (33 m)
		50	400 (400/400)	216 ft. (66 m)
		50	500 (OM2)	269 ft. (82 m)
		50	2000 (OM3)	984 ft. (300 m)
		50	4700 (OM4)	1,312 ft. (400 m)
SFP-10G-LR	SMF	G.652	N/A	6.2 miles (10 km)

Standard Device Configuration

For information regarding device configuration standards, please refer to the Hilton [Cisco Network Configuration Standards](#) document.

Standard Device Software

For information regarding standard PCI compliant IOS images for each hardware platform, please reference the Hilton [Software Standards](#) document.

Cisco End of Sale & End of Life Announcements

If you are a new construction hotel or a hotel that is needing to refresh your hardware, please refresh using the Meraki Hardware standard for approved hardware. For any cases that are more reasonable to continue to use Cisco, you will need approval by the GNE or NDE team. You may contact them at, #Global-Network-LAN-Architecture-Americas@hilton.com or Network_Deployment_Engineers@hilton.com. This standard takes effect beginning Aug 1st, 2019.

Model	End of Sale	End of SW Maintenance Release	End of Routine Failure HW	End of Security/Vulnerability Support	End of Service Contract Renewal HW	End of Life HW
WS-C3750X-12S-E**	10-30-2016	10-30-2017	10-30-2017	10-30-2019	01-28-2021	10-31-2021
WS-C3750X-24S-E**	10-30-2016	10-30-2017	10-30-2017	10-30-2019	01-28-2021	10-31-2021
WS-C3850-12S-E	N/A	N/A	N/A	N/A	N/A	N/A
WS-C3850-24S-E	N/A	N/A	N/A	N/A	N/A	N/A
WS-C4500X-16SFP+	N/A	N/A	N/A	N/A	N/A	N/A
WS-C4500X-32SFP+	N/A	N/A	N/A	N/A	N/A	N/A
WS-C4507R+E	N/A	N/A	N/A	N/A	N/A	N/A
WS-C4510R+E	N/A	N/A	N/A	N/A	N/A	N/A
WS-X45-SUP8-E	N/A	N/A	N/A	N/A	N/A	N/A
WS-X45-SUP7-E	10-31-2016	10-31-2017	10-31-2018	10-30-2020	01-29-2022	10-31-2022
WS-C2960X-24TD-L	N/A	N/A	N/A	N/A	N/A	N/A
WS-C2960X-48TD-L	N/A	N/A	N/A	N/A	N/A	N/A
WS-C2960X-24PD-L	N/A	N/A	N/A	N/A	N/A	N/A
WS-C2960X-48FPD-L	N/A	N/A	N/A	N/A	N/A	N/A
WS-C2960XR-24PD-I	N/A	N/A	N/A	N/A	N/A	N/A
WS-C2960XR-48FPD-I	N/A	N/A	N/A	N/A	N/A	N/A
WS-C3650-24PD-L	N/A	N/A	N/A	N/A	N/A	N/A
WS-C3650-48FD-L	N/A	N/A	N/A	N/A	N/A	N/A
WS-C3560CG-8TC-S**	10-30-2016	10-30-2017	10-30-2017	10-30-2019	01-28-2021	10-31-2021
WS-C3560CPD-8PT-S**	10-30-2016	10-30-2017	10-30-2017	10-30-2019	01-28-2021	10-31-2021
WS-C2960CX-8TC-L	N/A	N/A	N/A	N/A	N/A	N/A
WS-C2960CX-8PC-L	N/A	N/A	N/A	N/A	N/A	N/A
CISCO2911-SEC/K9	12-09-2017	12-09-2018	12-09-2018	12-08-2020	03-09-2022	12-31-2022
GLC-T	06-01-2017	N/A	06-01-2018	N/A	08-30-2021	05-31-2022

Eleven OS Central Authentication Protocols

This document outlines the protocols that should be enacted in the event there is a minor (single hotel) affecting or a major outage or service degradation with the Eleven OS Central Authentication (CA) platform.

Single Hotel Central Authentication Protocol

Upon notification from a hotel that their guests are experiencing an issue with authenticating onto the Guest Wi-Fi the following protocols should be enacted:

- Log into Eleven OS and access the Loyalty PMS Activity menu. Review the guest authentication activity over the last hour, or if the time of day is during non-peak hours, review the last four hours to determine if a significant number of guest authentications have a Status Code of “400 – Stay: BadRequest”.
 - **Please Note:** Status Code 400 is common as a guest may have entered in the wrong last name or room number. If you review the log carefully, you will often find a successful log-in shortly after with the same room number.
- Upon validating a significant number of guests' authentications are not completed successfully and you believe it is related to a system's issue, please initiate a trouble ticket with Eleven OS. “Test Mode” should be turned on after opening a ticket with Eleven OS.
 - **Please Note:** If “Test Mode” is turned on longer than 48 hours, a notification must be sent to Hilton at Hilton_Alerts@hilton.com.
 - This does not apply when Eleven OS has put all hotels into “Test Mode”.

Authentication, Authorization, and Accounting (AAA) should be active at a hotel unless there is a significant issue on the Eleven OS system that is impeding guest authentication. This is a security vulnerability and should be taken only upon notification from Eleven OS of a major service impacting issue on their end.

Central Authentication Protocols Initial Setup

The following are the required actions of each Integrator in preparation for an outage or service degradation of the Central Authentication process.

- Support Team Leadership and technicians should be enrolled in Eleven OS' Knowledgebase (Kbase) and signed up for the following service alerts:

Service Alerts and Maintenance Notifications

Hilton Only Service Alerts and Maintenance Notifications

- You are enrolled in the service alert when the page displays "Following".
- Signing up for alerts is discussed in this [KB article](#) which should be reviewed with all your new hires supporting Hilton.
 - All Integrators are **required** to acknowledge all service alerts and maintenance notifications within **30 minutes** of receipt to Eleven OS and Hilton at the following email addresses:
 - Eleven OS – customersuccess@elevensoftware.com
 - Hilton – Hilton_Alerts@hilton.com
- Ensure your support team and leadership are included in your emergency alert distro provided to Hilton.
 - This distribution listing should be kept up to date by each Integrator.
- Ensure your support teams are fully aware of these protocols across all shifts.
- Set up and maintain an email distribution listing of your supported CA properties for outage notifications.
 - This distro should include the generic GM email and the GM's hotel-specific email address.
 - Recommend adding a secondary email address such as a front desk distribution listing if applicable, Assistant General Manager, or an Engineering contact.
- Set up either through a script or an application with the ability to disable/enable AAA on the network gateway at all supported properties within an hour's notice.

Central Authentication Emergency Protocols

The following are protocols for extended outages that affect the Eleven OS CA guest authentication process.

Red Alert Status

Outage Condition #1

Eleven OS Central Authentication (CA) is down and unable to communicate with the hotel gateways. Hotel guests are unable to authenticate onto the network.

Please note: Guests that have already authenticated onto the Wi-Fi network are not impacted.

Protocol

- Eleven OS will alert the Integrators via a service alert to disable the AAA function on the payment gateway.
- All Integrators will be required to send an acknowledgment of this alert within 30 minutes of issuance to both Eleven OS and the Hilton StayConnected teams at the following email addresses:
 - Eleven OS – customersuccess@elevensoftware.com
 - Hilton – Hilton_Alerts@hilton.com
- All Eleven OS CA Integrators will be required to disable AAA at all of their CA hotels within an hour of notification.
 - A confirmation email indicating the AAA feature has been disabled at all CA hotels **must** be sent to both Eleven OS and the Hilton team once completed.
- Upon the disabling of the AAA feature, a notification to all of your supported CA hotels must be sent within **15 minutes** of the feature being disabled and every four hours until resolution.
 - The notification should include a brief description of the issue and include a statement the central authentication function has been disabled.

- The notification should also notify hotels the service plan revenue will be affected during the outage.
- Please include verbiage that an update will be provided every four hours until resolution.

Outage Condition #2

Hilton is experiencing an issue with the Hilton API Manager and guests are unable to authenticate onto the Guest Wi-Fi network.

Protocol

- Eleven will initiate the “Big Red Button” process of running a script that will set all payment gateways to “Test Mode” that are active.
- Eleven OS will alert Integrators via a service alert indicating they have set all payment gateways to “Test Mode”.
- All Integrators will be required to send an acknowledgment of this alert within 30 minutes of issuance to both Eleven OS and the Hilton StayConnected teams at the following email addresses:
 - Eleven OS – customersuccess@elevensoftware.com
 - Hilton – Hilton_Alerts@hilton.com
- Upon the payment gateways being placed into “Test Mode”, a notification to all of your supported CA hotels must be sent within 15 minutes of “Test Mode” being turned on.
 - This notification should detail that the guest splash page is still in place, but the CA server is not communicating with the hotel PMS.
 - The notification should also notify the hotels that service plan revenue will be affected during the outage.
 - Lastly, the notification should note the temporary outage will have no adverse impact on the hotel guests connecting to the Hotel Wi-Fi network.
- Hotels should be updated on the status of the outage once **every four hours** until the issue has been resolved.

Yellow Alert Status

Outage Condition #3

An intermittent Eleven OS event that is randomly affecting Central Authentication at certain hotels but not all CA hotels or all guests.

Protocol

- Eleven will alert the Integrators via a service alert to disable AAA at affected sites only.
- All Integrators will be required to send an acknowledgment of this alert within 30 minutes of issuance to both Eleven OS and the Hilton StayConnected teams at the following email addresses:
Eleven OS – customersuccess@elevensoftware.com
Hilton – Hilton_Alerts@hilton.com
- All Eleven OS CA Integrators will be required to disable AAA upon notification by the hotel of an authentication issue.
 - A confirmation email indicating the AAA feature has been disabled at the affected hotels **must** be sent to both Eleven OS and the Hilton team once completed.
- Hotels should be updated on the status of the outage once **every four hours** until the issue has been resolved.

Green Alert Status

This alert status is designated as an “All Clear” to either enable AAA or Eleven OS has taken the payment gateways (hotels) out of Test Mode when a service outage has been resolved.

Remediation Condition #1: Central Authentication has been restored on the Eleven OS platform

Eleven OS will alert the Integrators via a service alert to enable the AAA function on the payment gateway.

- All Integrators will be required to send an acknowledgment of this alert within 30 minutes of issuance to both Eleven OS and the Hilton StayConnected teams at the following email addresses:
 - Eleven OS – customersuccess@elevensoftware.com
 - Hilton – Hilton_Alerts@hilton.com
- All Eleven OS CA Integrators will be required to enable AAA at all of their CA hotels within an hour of notification.
 - A confirmation email indicating the AAA feature has been enabled at all CA hotels **must** be sent to both Eleven OS and the Hilton team once completed.
- Upon enabling the AAA feature, a notification to all of your supported CA hotels must be sent within 15 minutes of the feature being enabled.
 - This notification should indicate that guest central authentication has been restored and service plan revenue reporting has been resumed.

Remediation Condition #2: Hilton API Manager issue is resolved

- Eleven OS will rerun the “Big Red Button” script to turn off “Test Mode” at the sites they **originally** placed into test mode.
 - **Note:** this function will not apply to hotel networks that were already placed into “Test Mode” by the Integrator before the outage.

- All Integrators will be required to send an acknowledgment of this alert within 30 minutes of issuance to both Eleven OS and the Hilton StayConnected teams at the following email addresses:
 - Eleven OS – customersuccess@elevensoftware.com
 - Hilton – Hilton_Alerts@hilton.com
- Confirm that each hotel has been taken out of “Test Mode” by Eleven OS. Send a confirmation email to both Eleven OS and the Hilton team once confirmation has been completed.
- Upon confirmation, the “Test Mode” feature has been turned off, a notification to all of your supported CA hotels must be sent within 15minutes.
 - This notification should indicate that guest central authentication has been restored and service plan revenue reporting has been resumed.
 - Note: a notification is not required to a hotel whose network was in Test Mode before the service outage.

Eleven OS Kbase Reference Materials

Meraki AAA Article

<https://eleven.zendesk.com/hc/en-us/articles/223707188-Enabling-RADIUS-Failover-in-Meraki-OS-Solution>

Nomadix AAA Article

https://eleven.zendesk.com/hc/en-us/articles/115001238748-Nomadix-Configuration-Guide#toc_2

Aruba

<https://eleven.zendesk.com/hc/en-us/articles/115001688311-Aruba-AAA-Disable-Add-Single-User>

Test Mode Articles

<https://eleven.zendesk.com/hc/en-us/articles/115001207512-Hilton-Central-Authentication-Support-Triage-Process>

<https://eleven.zendesk.com/hc/en-us/articles/360039244732-Error-350-Invalid-Credentials-400-Status-Code-in-the-Loyalty-PMS-Activity-Report->

<https://eleven.zendesk.com/hc/en-us/articles/4412020841357-Enabling-Test-Mode>

Eleven OS Support

- Outage support is provided 24/7/365
- General telephone support is provided from 7:00 AM – 5:00 PM Pacific Standard Time Monday - Friday.

Telephone Support

Toll +971-242-4799 or Toll Free 866-4eleven (866 435-3836)

Email Support

support@elevensoftware.com

If you open a ticket via email, please remember to provide as a minimum the following information.

- Location(s) affected
- Exact error messages or error behavior reported
- Is this affecting all guests/users or a subset? Please provide details.
- Have you verified and reproduced the issue?
- What steps have been taken to resolve the issue?
- If you have screenshots please include those if you have not already.

Global Guest Internet Access Standards



Version 3.2

Global Network Engineering

Document Version Control

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Introduction

This document sets out the standard network and device standards, which are to be used when deploying Internet Access Networks, globally, within any Hilton Family of Brands hotel. It applies to all future Hilton brands, unless specific written guidance is provided by Hilton's designated Guest Internet Access program manager.

There are many systems and components involved in a successful deployment. This includes Internet circuit provisioning, WAN, LAN, AP cloud configurations, site surveys and AP implementations. A successful deployment also includes elements of other disciplines which must be taken into consideration including HVAC, electrical, and the physical copper cabling and fiber plant. Each element needs to be planned for and carefully executed in a timely manner to ensure a successful deployment.

The goal of this standard is to ensure the delivery and reliability of the services enabled on Hilton's UnoNet Platform and to meet the modern technological demands of our guest's dynamic technological requirements while ensuring compliance with the Hilton Family of Brands requirements.

Note: This document will contain external links to other documents maintained by other departments. Non-Hilton teams may not have access to these links. In such cases, you will need to request this document from your Hilton sponsor.

1.0 Scope

This document is applicable to any Hilton Family of Brands hotel that is deploying the UnoNet platform for a new opening as well as a retrofit of a property with the UnoNet platform / modifying an existing wireless guest network. The scope includes managed and unmanaged locations and franchises at all Hilton Family of Brands globally. The standards that contained herein have been communicated to Hilton's preferred Guest Internet Access vendors, who are all required to uphold Hilton's standards. For Hilton to continue to be the leader in guest wireless in the hospitality market we need to make sure that our standards provide our guests with the best user experience possible. We must make sure that our hotels continue to have strong signal coverage with best-in-class equipment that meets the ever-growing needs of modern mobile devices and our guest's evolving requirements.

1.1 Effective Date

This document 3.2 revision goes into effect globally on 05 February 2021.

1.1.1. UnoNet Vendor Addendum

This Addendum, CHN-2021213-001 went into effect on 12 August 2021. The addendum serves as additional documentation of program details that are specific only to China.

1.1.2. Attestation, Access, and Training.

Attestation

Hilton will periodically and randomly require integrator attestation for compliance with wireless integrator policy. If found non-compliant, integrator will have 45 business days to remediate and submit proof of compliance.

Hilton's Cisco Meraki Dashboard User Policy

Please refer to the document entitled [Hilton's Cisco Meraki User Policy](#) This document lists requirements for gaining access to Hilton's Cisco Meraki Dashboard instances.

Ekahau and CWNP Mandatory Training:

- Each vendor must have 100% Ekahau ECSE Design, or better, certified technicians that are performing site surveys and performing predictive design work. We recommend that you have individuals on staff that have completed the higher level ECSE Advanced and ECSE Troubleshooting training as well.
- Within each region supported by integrator, the integrator must maintain a minimum of (2) CWNP Certified Engineers on staff at any time. Integrator must support a ratio of no more than 4:1 ECSE technicians (submitting surveys) to CWNA or CWDP Certified Engineers.
- Prior to any design presentation to customer, the design(s) must be signed off, in writing, by the ECSE surveyor and an integrator on staff engineer that is a CWNA CWSP, CWDP, CWAP or CWNE.

1.2 What Are the Changes?

Wireless fundamentals remain the same. This revision includes the retirement of MR30H and introduction of the MR36H. As well memorializing dashboard user and training policies. It is recommended that you review this document in its entirety. The previous edition major changes are located below for reference

- Section 1.1.1 and Section 8.2 added.
- 12 August 2021 UnoNet Vendor Addendum, CHN-2021213-001, issued for China
- 27 January 2021 announcement of End of Sale Period for Cisco's Meraki 802.11ac AP's (WiFi 5) - MR33, MR42, MR42E, MR52, MR53, MR53E, MR74, and MR84. Last Day that anyone can place WiFi 5 order 21 July 2021, so plan accordingly. Orders must be placed by close of business 5:00pm EST. https://meraki.cisco.com/lib/pdf/eol/meraki_eos_mr.pdf
- Introduction of 802.11ax AP's (WiFi 6)
- Ekahau Site Survey Pro with Ekahau Sidekick minimum of version of 10.3.1 at the time of this documents publishing
 - Continuous data point collection surveys now permitted as well as Auto-Pilot surveys
 - Reminder always make sure you are collecting spectrum data with Sidekick.
- Enforcement of Dashboard Map/Floorplan/Location use. (Section 7)
- Hotels still need a dedicated Cat6 cable for each guest room TV. Wired connectivity must be provided behind the TV in each guest room TV location. This cat6 or better run may be shared with the currently prescribed Wall Plate AP model; however, it DOES NOT have to be shared, nor does this mean the AP must be physically located behind the TV. Survey and Plan accordingly.
 - If you have an existing Cat5e or better cable in the guest room at the desk you can relocate the cable or elect to use a patch cord to get a wired connection behind the TV. These choices must be discussed with property representative prior to design fulfillment.
 - All AP runs must be fed with a minimum of 30W of power (PoE+, 802.3at).

1.3 Where Are We Going? 6GHz and Beyond.

All roads lead to "roam" and alphabet soup. The soup gets tastier with WiFi-6 adding OFDMA, OBSS, RU's, tone, WPA3, and 1024 QAM. WiFi 6E (802.11ax + 6GHz) will add even more ingredients- AFC, RLAN, UNII-5, UNII-6, UNII-7, and UNII-8 to deliver a brand-new continuous, yet malleable 1200MHz of 6GHz spectrum for WiFi use in the US, (5.925–7.125 GHz). The U.K., Europe, South Korea, Chile, Brazil, and the United Arab Emirates are working to deliver 6GHz for their citizens as well.

The ability to leverage this new 6GHz band for unlicensed Wi-Fi operation will deliver faster connectivity speeds and improved capacity when compared to both 2.4 GHz and 5 GHz Wi-Fi, making it ideal for smartphones, tablets, laptops, as well as virtual/augmented devices. The new 6GHz frequency range is complementary to the current WiFi 6 standards.

In preparation for the forthcoming 6GHz WiFi 6E revolution, GIA vendors must begin their budgeting process to acquire and equip their workforce with WiFi 6E survey and spectrum analysis tool sets. In a forthcoming release, Ekahau Survey Pro software release will support BLE, 2.4, 5 and 6GHz predictive designs, surveys, and spectrum analysis. Our current spectrum analysis and spectrum intelligence tool Ekahau Sidekick, ESK-1, will need to be replaced with a forthcoming model that has 6GHz radios.

The use of WiFi 6E APs is not permitted at this time. Once our hardware partner has a complete 6E offering Hilton will publish documentation around their use.

2.0 General

2.1 Removal of End-of-Life Technology

DSL - DSL deployments or “upgrading” of existing DSL of any type is strictly prohibited, it must be replaced with dedicated and homerun OM3 or better fiber between homerun IT closets with home run cat6 or better cabling serving the guest room data, IPTV, and telephony feeds.

Mesh - This prohibition also applies to wireless point to point or wireless point to multipoint backhauls. Wireless mesh, in any form, is prohibited from being used in the delivery of any services.

If wireless mesh is present, it must be replaced with dedicated, and home ran cabling to each guest room TV within the property. If wireless point to point or wireless point to multipoint backhauls are present they must be replaced with program complaint fiber backhauls.

CMTS – CMTS deployments or “upgrading” of existing CMTS of any type is strictly prohibited. CMTS installs must be replaced with dedicated and homerun OM3 or better fiber between homerun IT closets with homerun cat6 or better cabling serving the guest room data, IPTV, and telephony feeds.

Load Balancers - Third party load balancing devices and solutions are not supported.

2.2 Cabling Standards

Hotel cabling for Guest Internet Access must comply with Hilton’s [Global Design & Construction Standards for Technology](#) documents, which are listed, by brand and region, on The Lobby. Sometimes you may hear reference to “2518”; this generically refers to the cabling section number in the above linked standards. Note: Non-Hilton teams may not have access to The Lobby. They will need to request this document from Hilton.

2.3 Power Requirements

All electrical for GIA must meet Hilton’s Brand Standards and comply with the host country’s jurisdictional electrical and building codes. In general, each Guest Internet Access (GIA) MDF and IDF closet locations requires a separate, dedicated, 20A minimum, quad-ganged NEMA-5-20R with an isolated ground or jurisdictional equivalent outlets. Some closets may require higher amperage and/or multiple AC circuits. In each closet, the GIA outlets must be located within 2 feet and on the same wall or on the top rear of the ladder/rack where the GIA equipment will be installed. Properties should speak with their selected GIA vendor early on to receive power requirements and relay this information to their electrician(s) to ensure the correct type and quantity of circuits are installed prior to GIA system installation.

2.4 Power & BTU Calculations

Common units here include volts, amps, VoltAmps, watts, and British Thermal Units (BTUs). This section will address Kilo-Volt-Amps (kVA), Kilowatts (kW) and BTUs. Power and BTU calculations must be performed by the GIA vendor on a per IT closet basis in preparing designs and quotations. Most, if not all, of these criteria can be obtained from the equipment’s datasheet. If you can’t find the information

on the datasheet you should call the manufacturer's help desk and open a ticket to get the answer you need to make your calculations. Order of precedence for data is manufacturer's datasheet followed by the manufacturer's FAQ.

2.5 UPS Requirements

UPS units must be supplied with each IT closet. ALL UPS units used must be 19-inch, rack mounted Line Interactive-for Networks or On-Line type or better units. A site may also elect to install a whole building/multi closet UPS system. A single closet may have multiple rack units of UPS and battery packs. UPS UNITS ARE HEAVY, so you must plan for and accommodate for this weight and use 4 post to 2 post rack conversion kits to spread UPS weight evenly or use 4 post racks and rail kits. As mentioned above, UPS must be loaded to no more than 80% of their stated output wattage. Whole building generator sites still require UPS units for power conditioning during and after power transfer.

Make sure that the UPS system can handle the total electrical load of the equipment that you want to connect to it. Create a spreadsheet to determine your total load, and then choose a UPS with an output wattage capacity 20-25% higher than that total. BTU calculation must account for the presence of the UPS units. Reputable UPS Manufacturers include, but are not limited to, TrippLite, APC, Eaton, and CyberPower.

Do not use standby UPS units. Standby UPS units are made expressly for desktop computers and home networks. They are cheap consumer grade quality with very low output wattage; therefore, you can find them at Big Box retail or Club Warehouses. They are easily identifiable by their low cost and small rectangular or small tower footprint. They are usually not rack mountable.

2.6 Circuit Monitoring

Circuit monitoring must take place with the GIA vendor to ensure a seamless and stable connection for all client connections.

When bandwidth utilization of the GIA circuit reaches 80% of the available capacity of the connection, during three or more consecutive days in any calendar month, the hotel circuit will be considered saturated and non-compliant. Upon such an occurrence, the Hotel will be required to upgrade the circuit. Circuit(s) must be upgraded by contract within 45 days of the hotel being notified as having a "saturated circuit".

Circuit uptime should also be monitored. Contractual SLAs will determine the maximum deliverable before further investigation can be requested by the Guest Internet Access Vendor.

2.7 Third Party Devices and Applications

It is technically possible to run third party devices and applications over the Guest Internet Access (GIA) network. However, it's important to understand the network and security implications, as well as the permissions a device or application requests and what it does or does not do with the data it can access. For each device and/or application it is necessary to gain Hilton and GIA vendor approval prior to installation. When approval is granted for the installation of 3rd party devices and/or applications, this will always be on a best effort basis. Third Party devices/applications are prohibited from using HR and DSSS rates they must also be able to communicate at a required minimum data rates between 12 and 24Mbps and be capable of utilizing 802.1x. Hilton maintains a repository of approved 3rd party devices along with required architectural diagrams. If your device or app is not one that is currently approved, A Cyber Security review may be needed and could take some time to complete. Plan accordingly.

3.0 Network

3.1 Approved Hardware Manufacturer

All wireless access points, antennae, switches, associated peripherals, and licensing will be sourced and manufactured from Cisco's Meraki line.

All Cisco Meraki hardware must comply with the requirements set forth in this document and all pieces must be sourced and covered by a 5-year initial license.

3.2 Required Security Appliance / SD-WAN Device

Currently there are three models of SD-WAN appliance available, the MX105, MX250, and the MX450. Please refer to the latest version of the ***Corporate and Hotel Meraki Network Hardware Standards*** document for specifics on where and how these are used.

3.3 Required Switches

All switching infrastructure used must comply with ***Corporate and Hotel Meraki Network Hardware Standards document***.

3.4 Wi-Fi Alliance Certification

Whether deploying a new infrastructure or integrating new equipment into an existing infrastructure, using Wi-Fi CERTIFIED products ensures interoperability of Wi-Fi products from multiple vendors. Fewer network problems and support calls are often additional advantages of using Wi-Fi CERTIFIED products. In general, Hilton will not approve the deployment of a new AP or third-party vendor resident wireless device until after a valid Wi-Fi Alliance Certificate is issued. The Wi-Fi CERTIFIED™ logo is an internationally recognized seal of approval for products indicating that the product has met industry-agreed standards for interoperability, security, and a range of application specific protocols.



Wi-Fi CERTIFIED™ products have undergone rigorous testing by an independent Authorized Test Laboratory. When a product successfully passes testing, the manufacturer or vendor is granted the right to use the Wi-Fi CERTIFIED logo. Certification means that a product has been tested in numerous configurations with a diverse sampling of other devices to validate interoperability with other Wi-Fi CERTIFIED™ equipment operating in the same frequency band(s).

Certification is available for a wide range of consumer, enterprise, and operator-specific products, including smartphones, appliances, computers and peripherals, networking infrastructure, and consumer electronics. The Wi-Fi CERTIFIED logo gives consumers confidence that a product will deliver a good user experience and meet industry standards.

3.5 Required Access Points

Hilton requires the exclusive use of Cisco Meraki 802.11ax WiFi 6 in all areas that are covered by Wi-Fi. This requirement is applicable to Hilton's Family of Brands globally and without exception. APs are for all areas including, but not limited to, all public, indoor, outdoor, Heart of Hilton, and meeting space/areas indoors and/or outdoors. Each AP is required to have a dedicated scanning radio for WIDS/WIPS, BLE radios and secure mounting brackets. Retired AP models are shown in **Table 1 – Retired AP's (802.11ac Wave 2)**. All current models are shown in **Table 2 – WiFi 6 Access Points (802.11ax)**. For all AP's, ensure your RF design model and validation survey accurately represent the actual physical AP deployment scenario and assumptions prior to ordering equipment.

A physical controller /appliance is not required on premise with Meraki AP's. The Meraki Cloud Controller features centralized management and eliminates the need for costly on-site hardware controllers which constantly require upgrades, power, and rack space. The Meraki Cloud Controller offers superior network-wide visibility, control and is massively scalable. The wireless network traffic does not pass through the cloud controller, so the network stays up even if the connection to the cloud is lost. Some key features include automatic RF optimization, network monitoring and alerting including seamless over-the-web firmware and security updates that continually protects our guests, our hoteliers, and Hilton from emerging threats. **Do not mix coverage areas with WiFi 5 and WiFi 6.**

WiFi 5 - 802.11ac Wave 2 – Legacy designs and deployments. Limited Supply, last day to place order is 21 July 2021

Device Type Family	Model	Purpose
AP, Wall Plate, Indoor use	MR30H	In-Room Wireless
AP, Traditional Style, Indoor use	MR33 ^{1,5}	In-Room Wireless – Group 2 Countries or for additional coverage
AP, Traditional Style, Indoor use	MR42/42E ^{2,4}	In Room Wireless, Hallway Coverage and low capacity areas only
AP, Traditional Style, Indoor use	MR52/53/53E ^{2,4}	Lobbies, Public Space and Gathering areas
AP, Traditional Style, Indoor use	MR52/53/53E ²	Conference facilities
AP, Traditional Style, Outside use	MR84 ^{3,4}	High-density outdoor, garages, etc.
AP, Traditional Style, Outside use	MR74 ^{3,4}	Low-density outdoor, garages, etc.

Table 1 – Retired AP's (802.11ac Wave 2)

WiFi 6 - 802.11ax – May be used now, but mandatory for all designs and deployments beginning 01 June 2021

Device Type Family	Model	Intended Purpose
AP, Wall Plate, Indoor use WiFi 6	MR36H	In-Room Wireless
AP, Traditional Style, Indoor use	MR36 ^{1,5}	In-Room Wireless ⁵ , Hallways
AP, Traditional Style, Indoor use	MR44 ⁵	In-Room Wireless ⁵ , Hallways Lobbies, Public Space, Gathering Areas
AP, Traditional Style, Indoor use	MR46 ⁵	In-Room Wireless ⁵ , Lobbies, Public Space, Gathering Areas
AP, Traditional Style, Indoor use	MR46E ^{2,4}	Lobbies, Public Space, Gathering Areas. Anywhere directional is needed
AP, Traditional Style, Indoor use	MR46/46E	Conference facilities MVP
AP, Traditional Style, Indoor use	MR56	Anywhere Upon Property Request
AP, Traditional Style, Outside use	MR76 ^{3,4,5}	Low-density outdoor, pools, garages, breezeways (IP67 Rated)
AP, Traditional Style, Outside use	MR86 ^{3,4,5}	High-density outdoor, pools, garages, breezeways (IP67 Rated)

Table 2 – WiFi 6 Access Points (802.11ax)

- Primarily for use in Group 2 countries in room lieu of Wall Plate AP. Can also be used to supplement coverage in large rooms in rest of world. Ensure your predictive RF design model and validation survey accurately represent the actual physical AP deployment scenario and assumptions prior to ordering equipment
- Uses external antennae for indoor and are to be used as indicated in areas where directional coverage is needed.
- Uses only outdoor external antennae for ruggedized APs only.
- Do not use 3rd Party Antennae unless you have received a waiver from Hilton to do so.
- Can be used in lieu of or in addition to a wall plate, worldwide, within guest rooms. AP Model determined by use case.

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WiFi 6 AP	Radio Chain	Internal Ant Gain 2.4/5.0GHz	PoE Type	WAN Interface	Low Pwr Mode	Op Temp	Datasheet	Install Guide	WFA Cert	Ekahau	Size	Weight	Warranty
MR36H	2x2:2	5.4 / 6dBi	802.3at ¹	1Gbps	Yes ¹	32 °F to 104 °F (0 °C to 40 °C)	MR36H Data Sheet	MR36H Guide	MR36H Cert	Yes	9.84" x 4.72" x 1.42" (25 cm x 12 cm x 3.6 cm)	17.35oz (492g)	Lifetime
MR36	2x2:2	5.4 / 6dBi	802.3af	1Gbps	NA	32 °F to 104 °F (0 °C to 40 °C)	MR36 Data Sheet	MR36 Guide	MR36 Cert	Yes	9.84" x 4.72" x 1.42" (25 cm x 12 cm x 3.6 cm)	17.35oz (492g)	Lifetime
MR44	2x2:2 + 4x4:4 ¹	5.1 / 5.9dBi	802.3at ^{1, 3}	1 / 2.5Gbps ¹	Yes	32 °F to 104 °F (0 °C to 40 °C)	MR44 Data Sheet	MR44 Guide	MR44 Cert	Yes	12.05" x 5.06" x 1.74" (30.6 cm x 12.84 cm x 4.43 cm)	26.07oz (739g)	Lifetime
MR46	4x4:4	5.4 / 6dBi	802.3at ³	1 / 2.5Gbps	No	32 °F to 104 °F (0 °C to 40 °C)	MR46 Data Sheet	MR46 Guide	MR46 Cert	Yes	12.05" x 5.06" x 1.74" (30.6 cm x 12.84 cm x 4.426 cm)	28.22oz (800g)	Lifetime
MR46E	4x4:4	N/A ²	802.3at ³	1 / 2.5Gbps	No	32 °F to 104 °F (0 °C to 40 °C)	MR46E Data Sheet	MR46E Guide	MR46E Cert	Yes	9.84" x 4.72" x 1.42" (30.72 cm x 15.62 cm x 3.49 cm)	29.98oz (850g)	Lifetime
MR56	8x8:8 4x4:4	5.4 / 6dBi	802.3at ³	1 / 2.5 / 5Gbps	No	32 °F to 104 °F (0 °C to 40 °C)	MR56 Data Sheet	MR56 Guide	MR56 Cert	Yes	12.83" x 5.54" x 1.76" (32.6 cm x 14.079 cm x 4.47 cm)	35.27oz (1Kg)	Lifetime
MR76	2x2:2	N/A ²	802.3af	1Gbps	NA	-40 °F to 131 °F (-40 °C to 55 °C)	MR76 Data Sheet	MR76 Guide	MR76 Cert	Yes	11.81" x 6.02" x 2.16" (30.0 cm X 15.3 cm X 5.5 cm)	47.26oz (1.34Kg)	1 Year
MR86	4x4:4	N/A ²	802.3at ³	1 / 2.5Gbps	No	-40 °F to 131 °F (-40 °C to 55 °C)	MR86 Data Sheet	MR86 Guide	MR86 Cert	Yes	11.81" x 6.02" x 2.16" (30.0 cm X 15.3 cm X 5.5 cm)	47.26oz (1.77Kg)	1 Year

Table 3 – WiFi 6 Access Point Details

¹ Review datasheet before deploying for specifics.² Review Antennae Data Sheet for gain.³ 802.3at power is required. AP will not operate without it.

Indoor Models	Link	WiFi5 (nac)	WiFi 6 (nax)
MA-ANT-3-A1, A5, & A6*	Data Sheet	MR42E & MR53E	A6: MR46
MA-ANT-3-B1, B5, & B6*	Data Sheet	MR42E & MR53E	B6: MR46
MA-ANT-3-C5 & C6	Data Sheet	C5 MR42E C6 MR53E	C6: MR46
MA-ANT-3-D5 & 6	Data Sheet	D5: MR42E D6: MR53E	D6: MR46
MA-ANT-3-E5 & 6	Data Sheet	E5: MR42E E6: MR53E	E6: MR46
MA-ANT-3-F5 & 6	Data Sheet	F5: MR42E F6: MR53E	F6: MR46

Table 5 – Indoor External Antenna Models

Outdoor Models	Link	WiFi 5 (nac)	WiFi 6 (nax)
MA-ANT-20 (Dual)	Data Sheet	MR74 & MR84	MR76
MA-ANT-21 (5GHz)	Data Sheet	MR74 & MR84	MR76
MA-ANT-23 (2.4GHz)	Data Sheet	MR74	MR76
MA-ANT-25 (Dual)	Data Sheet	MR74 & MR84	MR76
MA-ANT-27 (Dual)	Data Sheet	MR74 & MR84	MR76
AIR- ANT2513P4M-N (Dual)	Data Sheet	MR84	MR86

Table 4 – Outdoor External Antenna Models

3.6 Access Point Accessories

All newly purchased AP's will ship with their standard mounting brackets and accessories. It may be necessary to purchase additional mounting hardware and accessories based upon each property's unique needs. Use the vendor accessories below when needed for mounting AP's and external AP antennas.

Item	Description	Info	Link	Use With
MA-MNT-ANT-3	Fixed Mounting Bracket	MA-MNT-ANT-3 (Horizontal Mounting Bracket)	Data Sheet	MA-ANT-3-C5 & C6
MA-MNT-ANT-4	Fixed Mounting Bracket	MA-MNT-ANT-4 (Vertical Mounting Bracket)	Data Sheet	MA-ANT-3-D5 & D6
MA-MNT-ANT-1	Articulating Arm Mount	MA-MNT-ANT-1 (Standard Mounting Arm)	Data Sheet	MA-ANT-3-E5 & 6
MA-MNT-ANT-2	Articulating Arm Mount	MA-MNT-ANT-2 (Long Mounting Arm)	Data Sheet	MA-ANT-3-F5 & 6
MA-MNT-MR-H1	Spare	Spare bracket	Data Sheet	MR30H
MA-MNT-MR-H1A	Spare	Spare bracket	NA	MR36H
MA-MNT-MR-H2	Wall Plate Surface Mounting Bracket	Use to relocate AP on the wall where no dedicated single-gang surface mount box is installed or over single gang boxes with shared service to allow physical pass-through of connections. Requires the use of Panduit cable locks.	Data Sheet	MR30H
MA-MNT-MR-H3	Wall Plate Mounting Bracket w/ Integral Wired Switch Port Security	Cannot be used without a single-gang flush mounted opening	Data Sheet	MR36H
MA-MNT-MR-H3A	Wall Plate Mounting Bracket w/ Integral Wired Switch Port Security	Use with single gang box or with three gang box, vertically, for securing cabling within the bulkhead	NA	MR36H
MA-MNT-CLG-1	T-Rail Mount Kit	T-rail kit with standard and deep drop ceiling clips	Data Sheet	ALL indoor MR and MV except MR30H
MA-MNT-MR-7	Spare	Replacement mount plate kit	Data Sheet	MR74
MA-MNT-MR-8	Spare	Replacement mount plate kit	Data Sheet	MR42
MA-MNT-MR-9	Spare	Replacement mount plate kit	Data Sheet	MR52 and MR53
MA-MNT-MR-10	Spare	Replacement mount plate kit	Data Sheet	MR84
MA-MNT-MR-11	Spare	Replacement mount plate kit	Data Sheet	MR33
PSL-DCxxx	Panduit Cable Locks	Used to secure Ethernet cables to Data Jacks	Data Sheet	MA-MNT-MR-H2 / MR30H, Edge Controller
MA-MNT-MR-17	Spare	Replacement mount plate kit	Data Sheet	MR36
MA-MNT-MR-15	Spare	Replacement mount plate kit	Data Sheet	MR44, 46
MA-MNT-MR-18	Spare	Replacement mount plate kit	Data Sheet	MR46E
MA-MNT-MR-14	Spare	Replacement mount plate kit	Data Sheet	MR56
MA-MNT-MR-16	Spare	Replacement mount kit	Data Sheet	MR76, 86
MA-UMNT-MR-A2	Catalyst/Aironet Adapter	Universal bracket adapter for Cisco Aironet and Catalyst APs	Data Sheet	MR33,36,42,42E,44,46,46E,52,53,53E,56

MA-UMNT-MR-A3	Aruba Adapter	Universal bracket adapter for Aruba APs	Data Sheet	MR33,36,42,42E,44,46,46E,52,53,53E,56
UTP28SP*^	Panduit Cat6 28 AWG Patch Cords	Patch Cords	Data Sheet	APs and Accessory Mounts, Cat6

Table 6 – Access Point Accessories

3.7 Physical Security and Labelling

All network gear deployed within a hotel must be secured so that no one can remove or tamper with the equipment, its power, and its cabling. GIA network closets (MDF and IDF's) must be physically secured with locks and only be accessible by authorized personnel. If an IDF must be in a guest accessible area then all equipment, patch panels, terminations, electrical, UPS etc. must be fully contained within an appropriately rated, locking, and properly ventilated enclosure. If wireless AP's are accessible to non-hotel personnel, then they should be properly mounted to the wall or ceiling using manufacturer provided secure mounting brackets. All AP's must be physically secured to their individual mounting bracket with an appropriate physical security mechanism that is not plainly visible, and that Hilton deems is aesthetically pleasing. The security torx screw that is included with each AP meets security and aesthetic requirements. All AP's will be labeled as described below. Host country's jurisdictional, low voltage cabling, electrical, and building codes must be strictly followed.

All Guest Internet Access equipment, including UPS units, must be rack mounted, and clearly and discretely labelled with their respective designations. All labels for GIA equipment must be made using a white background, do not use paper labels. The label must be machine printed in black, with all capital text onto plastic, self-adhesive, thermal, or laser printed labels. Label height must be between 1/4" and 1/2". This standardized labelling ensures all equipment is easily identifiable for maintenance and support purposes. Example MEMHQ-MR30H-MDF-AP001, MEMHQ-MS350-IFD01-SW001, MEMHQ-2902-MDF-RTR001, MEMHQ-MX250-MDF-MX01. Failure to comply with racking and labelling requirements could mean a revisit, at vendor's expense, to make corrections.

4.0 RF Requirements

4.1 Signal

Wireless signal strength is a useful criterion and is generally indicative of the reliability and speed of a wireless connection. A strong RF signal from the AP to the cell edge is one of the key elements that clients need to receive a stable connection. The higher the signal, the more stable the connection, the less retransmits. The less retransmits, the greater the download speeds. All these combined enables an enhanced guest/user experience.

Hilton requires all wireless implementations to deliver -65dBm on the 5GHz and 2.4GHz (and 6GHz for 6E) frequency bands to the target areas with a minimum modulation of 64-QAM 2/3 @30dB¹ SNR or greater. Required coverage areas include the “four corners” of the guest room, defined as all indoor space assigned to a guest room with the exception of the guest room bathroom.² Coverage area must also include all guest facing/public areas, i.e. meeting rooms, pools, spas, hotel restaurants/dining areas, and lobbies under the control of the hotel. A Hotel may specifically request additional coverage areas at their discretion. Some examples of additional hotel discretionary coverage areas include but are not limited to vendor spaces, guest room bathrooms,² public bathrooms, elevator landings, exterior hallways, courtyards, outdoor areas, service corridors, garages, parking lots, retail shops, guest room balconies, back-office areas, employee cafeterias/breakrooms etc. All Hotel Designated coverage areas must be compliant with the signal requirements mentioned previously. GIA vendors are required to conduct a pre-survey interview with property and must include questions about property required coverage areas. Vendor must speak directly about special or large guest rooms and VIP spaces to include the bathrooms inside of suites, boardrooms, presidential suites, penthouses, special purpose rooms etc. These conversations must include the implications that discretionary coverage has on equipment cost and labor.

¹ You must design with 30dB SNR in mind. If your post install survey reveals a value below 25dB SNR on either band, it must be clearly called out and documented in your post install analysis report.

² The intent here is not to exclude guest bathrooms from coverage. The intent is to allow the property some flexibility in signal strength requirements based upon a property's unique guest bathroom, materials/construction scenarios. Most of the coverage within a guest bathroom will be just as good on all frequency bands as the rest of the guest room, in most hotels. If a guest room bathroom is not covered with 2.4 and 5GHz coverage at -65dB (and 6GHz in the case of 6E), this will not be reason for an audit or design failure. Likewise, if a bathroom does not have coverage from either band at -65dBm this is not a reason to fail an audit, unless the coverage was explicitly designated by property and contracted as a coverage area.

4.2 SNR (Signal to Noise Ratio 30dB)

SNR is the ratio between the maximum signal strength that a wireless connection can achieve and the ambient noise present in the connection. Noise is defined as any overlapping frequency that cannot be demodulated by the AP's radios. Noise can be caused by natural phenomena, stray frequencies - like malfunctioning wireless networks in the area, Bluetooth, wireless cameras, DECT phones, electrical wiring, and microwaves. When a wireless signal is received, the amplitude of the signal is important. However, the usefulness of that Wi-Fi signal is determined by its distinction/measurement relative to the amount of noise (noise floor) and other RF interference that may be present. For example, if signal level is measured from an AP @-65dBm and the noise floor is at -95dBm we have an SNR of 30dB. If the same AP gives the same signal level of -65dBm but our noise floor has elevated to -75dB, the signal quality would be severely degraded or will not work at all, (SNR of 10dB). These differences will cause transmission errors, resulting in rate shifts that decrease the wireless data connection speeds which will degrade the wireless network. SNR of the wireless network needs to be as high as possible in order to allow higher data throughput which reduces a client's airtime. (Reduced airtime is good) Technology has evolved and people expect to be able to stream high quality video, which requires higher throughput than casual web browsing. If a hotel has a low SNR, AP placement is critical and APs at a higher density are usually needed with appropriately managed power settings.

4.3 Survey Power

Mobility centric devices like smartphones, watches, and laptops/tablets must have adequate power to transmit back to the Access Point; even though the AP's transmitted signal to the client device is strong doesn't necessarily mean the client device performance is going to be good. To make sure client devices don't have this issue, we need to survey with an RF signal that is at less than full power. All site predictive designs and APoS validation surveys will be taken with survey Access Points' transmit power set no higher than 14dBm on either band. A key advantage of surveying at lower power levels is that it allows for a "self-healing" network. As the noise floor increases over time, this allows for power to be dynamically adjusted to compensate for interference and environmental variables that are out of anyone's control. In general, the closer the APs are to the actual user's device(s) the better the endpoint/user device will perform, and this equates to an enhanced user experience. Hilton's survey standards and methodologies will be managed and dictated by our preferred Guest Internet Access (GIA) vendors.

4.4 Channel Bonding

Hilton requires all predictive designs and AP on a stick (APoS) surveys to be conducted at 40MHz wide on the 5GHz frequency band with the required signal strength and minimum SNR as previously stated within this document. Channel bonding on 2.4GHz is prohibited.

In general, channel bonding on 5GHz frequency bands on WiFi 4, 5 and 6 requires a "cleaner" SNR than that which is required for a standard 20MHz wide channel to achieve the same MCS rate. Basically, the channel width doubles the noise to which a bonded channel is exposed so the net result of the doubling/bonding is that SNR is effectively decreased by one-half, which is +3dB. This equates to a legacy 40MHz wide having a +3dB louder noise floor. Channel bonding on 5GHz with multi spatial stream AP's is what delivers higher throughput to the clients.

When available, 6GHz (WiFi6E) will introduce the concept of constant power spectral density, meaning that when the channels are doubled, they are still twice as wide and exposed to the +3dB penalty; HOWEVER, the standard allows the AP to DOUBLE the EIRP by +3dBm @40MHz wide. The same holds

true when going from 40 to 80 and from 80 to 160. That's +6dBm EIRP @80MHz wide, and +9dBm EIRP @160MHz.

4.5 Data Rates

Hilton requires the disablement of HR/ DSSS 802.11b rates (1, 2, 5.5 and 11Mbps). 802.11b severely hampers the channel use and slows the entire wireless network, impacting all wireless devices that use the 2.4GHz band.

We also recommend that the base OFDM and OFDMA data rates no higher than 24Mbps and at a minimum of 12 Mbps on all frequency bands. Management frames will be sent out at the lowest selected rate. When associating, clients must use either the lowest selected rate or a faster one. Selecting a Minimum bitrate of 12Mbps or greater prevents 802.11b clients from joining and will increase the efficiency of the RF environment by sending broadcast frames at a higher bitrate.

5.0 Survey and Deployment

5.1 Ekahau Site Survey Pro & Ekahau Sidekick

All GIA vendors must acquire and train it's teams to perform site surveys with Ekahau Site Survey Pro with the Ekahau Sidekick and survey for 2.4 GHz, 5 GHz and spectrum analysis concurrently using the latest version ESS Pro which was at v10.4.1 at the time the document was updated. **To be prepared for the forthcoming 6GHz WiFi 6E revolution, vendors must begin their budgeting process to acquire and equip their workforce with WiFi 6E survey and spectrum analysis tools.**

The first step in a wireless LAN (WLAN) deployment is to ensure that desired operation begins with a site survey to ascertain the Radio Frequency behavior in the environment. Many guest issues can arise in a wireless network due to poor planning and coverage. **As stated in previously, all survey AP's transmit power on each band must be set to no higher than 14dB (half-power) while conducting the site survey to determine AP locations.**

Hilton requires that each band be given a unique SSID for APoS survey purposes:

- UnoNet-2.4GHz
- UnoNet-5GHz
- UnoNet-6GHz

Hilton requires a physical Passive and/or Active Site Survey with Spectrum Analysis prior to any wireless installation, remediation, refresh, or MACD (Move, Add, Change, or Delete) .A predictive design can save you lots of time and headache if properly completed. Complete predictive designs using ESS Pro are required in 100% of new construction and renovations.

Physical Site Surveys (APoS) required if:

- New Install existing structure
- Refresh
- AP location changes / MACD
- Structural changes to building / MACD
- When Troubleshooting RF related issues

Predictive Designs with ESS Pro are required for:

- New construction or renovations /additions.

Post installation validation surveys with spectrum data are required for all installations.

In all instances, the hotel must provide a complete, accurate, scaled, and properly labelled digital floor plans for each floor and desired coverage area to the GIA vendor. No plans = no design, no predictive design and/or APoS survey.

Better results are achieved with Ekahau when using .dwg CAD files. Using .dwg files will save you time, particularly, with predictive modelling surveys. ***DO NOT USE FIRE ESCAPE PLANS OR ANY OTHER UNSCALED OR INACCURATE DRAWINGS.***

5.2 Basic Setup of ESS Pro for a Survey

1. Open ESS Pro
2. Connect Sidekick
 - a. Power on Sidekick.
 - b. Sidekick should be worn on user hip at the beltline. Ensure cooling fins face outward and remember to always wear Sidekick in same location from floor to floor.
 - c. Fully charged sidekick should last you between 7 and 8 hours.
3. Insert the maps (a.k.a. floor plans)
4. Verify the scale on you maps (.dwg files should scale automatically)
5. Choose Continuous or Stop-and-Go Survey as appropriate
6. Left click on map at your current location, walk at a steady pace and move mouse cursor as you move (green halo will appear around dotted line as data is collected), left click at every stop or turn.
7. Right click (or click survey Icon) to stop the survey
8. If multiple surveys are performed on the same project, they can be displayed simultaneously by checking "Primary" or "Secondary" on the survey tab. Unwanted surveys can also be deleted from the survey tab.
9. Define coverage/capacity requirements.
10. Review network performance based on defined requirements.

Basic Setup of ESS Pro for a Predictive Design

1. Insert the maps (a.k.a. floor plans)
2. Scale the maps
 - a. When all maps are imported:
 - i. Add them to a building
 - ii. Select three alignment points on all maps so the tool can visualize the data in three dimensions
3. Draw the wall and/or attenuation areas
4. Draw Coverage Areas
5. Define Coverage/capacity requirements
6. Place Access Points (APs) – Manually or using Auto-planner
 - a. Define AP make and model from AP library.
 - b. Adjust power levels per band
 - c. Remember to set AP height
7. Optimize the design (Adjust AP placement, channels, power levels etc.)

Analyze

1. Verify coverage/capacity requirements
2. Review each visualization to conform performance meets or exceeds requirements.
3. If a particular requirement fails, modify the design to optimize performance. This could require any number of things, including but not limited to, moving APs, changing channel plans, power levels, antennae types, channel bandwidth, disabling radios, and other methods to improve predicted Wi- Fi performance.
4. **PLAN and COMPLETE your APoS Validation of predictive design model. PLAN ACCORDINGLY.**

NOTE: For Post Installation Surveys you must allow adequate time for the network to converge. Allow at least 3 hours between last AP install and power adjustment start of survey. If you have surveyed and modelled properly.

Generate Report.

Reports are available in the default format or an extensive templated format with many customizations available to the vendor. Ensuring the wireless network is functioning properly is often an iterative process and it may take several attempts tweaking various settings to achieve the desired results.

The items below relate to ESS Pro settings and are included for reference.

- **Channels and Scan Interval** – This is handled automatically by the ESS Pro Software and Sidekick
- **Calibration** – Define the correct distance between either two x or y axis points on each floor plan map. If the map is not properly calibrated the heat maps generated from the AP do not represent the correct distance.
- **Signal Propagation** – This calculation is handled automatically using ESS Pro and the Sidekick
- **Survey Path** – It is important to verify the survey path on which the data points were taken. The survey path should follow a valid walking path and should not have paths that go through walls. The survey path should also have a walking path that shows data points collected inside rooms and offices where there is desired coverage. It is possible that you do not have proper coverage in a room or area that shows coverage but does not have a walking path or data point. You should also verify that the doors to the rooms and offices were closed when the data points were collected. Assess the survey path to verify how often data points are collected.
- **Post installation RF survey is required for all installations.** This post install survey must include a minimum of three consecutive guest floors in each unique “tower”, lodge, building, cabin, casita bungalow, etc. Post install survey must include 100% of all restaurants, public gathering places and meeting space and any back of house coverage and all property specifically requested areas.

5.3 In Room Wireless

Hilton requires Guest Internet Access (GIA) vendors to survey with and deploy Cisco Meraki’s 100% cloud managed and controlled wireless access points, primarily within guestrooms. In all cases, vendors will conduct complete predictive design models of ALL areas intended to be covered wirelessly using Ekahau Survey Pro. Like all design, Wi-Fi design is an iterative process, so once you have completed your predictive design, you must validate it. Predictive design validation is done by performing an AP on a Stick (APoS) survey which will validate or disprove assumptions the RF specialist has made and records actual attenuation values which are used to update the full predictive design model prior to deployment. Survey software and hardware is detailed in *What are the Changes? & Ekahau Site Survey Pro & Ekahau Sidekick*. APoS surveys can be “click and go” / “sample on click” physical surveys or continuous data point collection / Auto Pilot. As a reminder, predictive designs followed by APoS validation surveys will dictate RF design and AP density.

All “Wall Plate” style AP mounting locations in guest rooms will be generally indicated by a room’s individual TV location(s) when the intent is to share the cable run with a Wall Plate AP. Note: The Ethernet connection may be behind the TV or case goods but this does not mean that the AP must be physically mounted behind the TV and/or case goods. Mounting AP’s behind ANY obstruction can increase cost and degrade performance. Vendors are directed to discuss each property’s situation with

authorized property representatives to discuss aesthetics, cabling – both shared and unshared, and AP mounting scenarios and how the RF, AP, switch and UPS budget is affected with each scenario. Wall Plate AP mounting scenarios can be further defined AS Legacy Wall Plate and Greenfield which are described further

1. **Legacy Wall Plate Locations** are defined as those locations that may have a previously low or high mounted Wall Plate style access point from a previous installation. It is ok to reuse some or all these AP mounting locations with the wall plate AP if all the following is true:
 - a. Post installation Wireless signal on 2.4 and 5GHz meets Hilton's minimum requirements as set forth in this document.
 - b. A patch cord can be discretely ran from the wall plate's PoE out port "Eth1" to the back of the television set. Patch cord must be easily concealable within the junction where the flooring and baseboard meet the wall, completely concealed within the cavity of the wall, OR left neatly in open at brand and GM's discretion. ***Note: If an AP endpoint location is left in open or at desk level or above built in case goods the cabling may have to be concealed or relocated to meet brand's specific aesthetic requirements.***
2. **Greenfield Location**, in this context, applies to physical rooms which are newly built (new construction) or ***any existing room locations where any cat5e or cat6 or better Ethernet cable has not been previously ran.*** If you encounter a room without an existing hardwired gigabit certified Ethernet run to the TV, then a new run must be installed and accessible to each TV within the guest room. Certain case goods and case goods with integral TV mount types may require mounting the AP (if present) off to one side or above or below. In these cases, an AP surface mounted security bracket will be required along with Panduit small diameter patch cords and Panduit cable locks. Cable color to be coordinated with Hotel representative. As mentioned previously, just because the cable run/data jack is behind the TV does not mean the AP must be mounted behind the TV and/or case goods.

5.4 Outdoor Coverage

All outdoor AP antennae's MUST BE selected within the dashboard to ensure legally allowed Tx power is maintained, failure to do this will result in the devices TX power being automatically set to the lowest level permissible by governing regulatory domain in which the network is geographically located.

All outdoor coverage locations or indoor areas that are exposed to the elements or where weather, water, and/or dust ingress is a concern, including kitchens, food prep areas, garages, pool areas, loading docks, cold storage, etc. will utilize Cisco Meraki outdoor/ruggedized AP's that are purpose built for withstanding the environmental requirements of the physical and geographical location in which they will be installed. All Cisco Meraki outdoor APs are IP67 rated and tested to protect against dust and moisture ingress, shock and vibration. etc. ***It is never permissible to install an indoor rated AP outside of an interior conditioned space under any circumstances.*** Outdoor AP models are listed on page 10.

Outdoor AP locations with exposed cabling must use Outside Plant-Shielded Twisted Pair (OSP-STP) cabling and utilize OSP rated patch cords from cable termination and the AP's supplied cable gland that maintain the AP's IP rating. All outdoor AP locations must be grounded/bonded using a dedicated earth ground with a reading of 5 ohms or less and utilize manufacturer (Meraki) approved and appropriately rated antennae with proper lightning arrestors. All host country jurisdictional electrical and building codes will be strictly adhered to and followed.

If the Meraki outdoor AP is installed and exposed to the elements, it must be properly grounded to prevent damage to the AP, connected networking equipment, and the mounting structure. The outdoor AP can suffer several types of failure in the field due to a lack of grounding.

Protecting the Antenna - A direct strike will destroy any antenna. The best chance of avoiding damage to an antenna from a lightning strike is to prevent a strike from occurring. Structures can be equipped with structural "lightning-rods" in accordance with building codes and recommendations for the area.

Protecting the Access Point - The best way to protect the AP itself from direct strike is to avoid a strike. However, in the event of a strike, some protection for the hardware and most importantly the structure, is achieved through the use of a surge arrestor. A lightning surge arrestor generally installs on the base of the antenna, between the antenna and the RF connector on the AP housing. It contains a fuse device (generally a fast-acting gas discharge fuse) that triggers during a strike and channels the energy to a dedicated local grounding point. Surge arrestors have a small amount of signal loss but are a worthwhile tradeoff for access points installed in hard-to-reach areas or high up and likely to attract strikes. Design accordingly.

Protect the Structure -The ground structure for the access point, the antennas, and the cables must be built in accordance with building codes. On any given mounting structure, a protection system typically includes a rooftop network of conductors, multiple paths to the ground, connections to the metallic portion of the structure and a grounding network.

Static Build-up - Static build-up can cause slow and irreversible damage to the access point. This may present itself as a reduction in Transmit Power and Receive sensitivity over time or may show as a sudden death of Ethernet communication on the active port(s). Excess static in the environment builds up on the antenna element or system ground, damaging the sensitive components when the concentration is high.

Static is especially noticeable when conditions are suitable for thunderstorms. Warm, dry, and windy conditions dramatically increase the failure rate of unprotected equipment. Damage from static build-up can be prevented with proper grounding. It is suggested to install a grounding strap from the antenna ground to a well-designed local earth ground. A grounding strap can be made from a ring lug terminal (1/4" thin metal ring) and a medium length stranded copper wire (no more than 5 meters, suggested gauge AWG 14 or lower). It can be connected to the antennae connectors below the antennae. (There is 1-2mm of space below the bottom of the antenna and above the enclosure nut). The other end of the wire should be firmly attached to a grounding structure.

Protecting the Interior Network and Electronics - In the event of a strike that damages or destroys the access point installed outside, it is important to isolate and protect any equipment inside. Excess energy on the access point that can't find its way to local earth ground will transfer to the interior equipment over the communication and power cable. A surge arrestor designed for use with Cat-6 cable must be used to prevent damage to equipment that is not directly exposed to the elements.

Note: When surveying with outdoor AP's with external antenna you must make sure that your antenna has lightning protection installed on each element to account for the slight signal loss they induce. It is never acceptable to survey for outdoor locations using an indoor AP and antenna.

5.5 AP Installation Best Practices

It is important to locate APs close enough to each other to provide ample wireless coverage but far enough apart, so they do not cause CCI or ACI with one another. The actual distance needed between any two APs depends upon a combination of factors, including, but not limited to, AP type and type of AP antenna, the construction of the building, sources of signal degradation, shielding, and reflection. The key thing to remember here is to always validate your predictive survey with actual APoS data from the site. Gather your attenuation data and update the model **BEFORE AP DEPLOYMENT**. The more you refine the less the design will suffer from the “unknown”

- Model your installation using Ekahau Site Survey Pro with the model specific APs and antennae orientations utilizing appropriate output power.
- For Meeting space and public space AP's the best signal coverage it is recommended to place the AP no higher than 18ft and below the ceiling in plain view.
- In room APs will usually be of the wall plate variety. Always use the manufacturer provided mounting brackets.
- Mount the antennae to utilize its engineered antennae propagation characteristics. Internal antenna models, non-wall plate (traditional), AP's should be mounted horizontally (logo to the ground), not on the wall. Consistency in AP and antennae, placements are one of the hallmarks of a successful design, implementation, and Wi-Fi turn up. If you must use the wall mount, make sure you have surveyed and modelled for this. Use the antennae “splat” patterns provided by Cisco.
- Keep the antennae away from metal obstructions such as heating and air-conditioning ducts, large ceiling trusses, building superstructures, and major power cabling runs. If necessary, use a rigid conduit to lower the AP / antenna away from these obstructions.
- The density of the materials used in a building's construction determines the number of walls the signal must pass through and still maintain adequate coverage. Consider the following before choosing the location to install your antenna:
 - Paper and vinyl walls have very little effect on signal penetration.
 - Solid and pre-cast concrete walls will limit signal penetration.
 - Concrete and wood block walls will limit signal penetration.
 - Any metal clad walls/ heavy mirrors may cause undesired effects resulting in poor penetration.
 - Signals will likely reflect off a chain link fence or wire mesh spaced between 1 and 1 1/2 in. (2.5 and 3.8 cm). The fence acts as a harmonic reflector that blocks the signal. Likewise, metal lathe/mesh, of all sizes, will severely degrade signal.
- Install the antennae /AP away from microwave ovens and 2.4-GHz & 5GHz cordless phones. These products can cause signal interference because they operate in the same frequency range as the device your antenna is connected to.
- Outdoor Coverage AP's must comply with *Outdoor Coverage* section so that they can withstand the environmental conditions for a given location.

6.0 SSIDs

This section sets out the UnoNet/StayConnected (SC) standards for deploying Service Set Identifiers (SSIDs) and naming conventions in both single and multi-branded Hilton hotels. The SSID standard is global and required for all UnoNet installs SSID stands for “Service Set Identifier”. Under the IEEE 802.11 wireless networking standard, a “service set” refers to a collection of wireless networking devices with the same configuration. The SSID is the identifier (name) that advertises which service set (network) to join

6.1 Basics

Each SSID can be thought of as virtual AP, operating with the same channels onto which the AP is physically set. Enabling ‘x’ SSID’s on a single AP is somewhat like deploying ‘x’ physical APs with one SSID each. The downside to multiple SSIDs is that it creates additional channel utilization and admin overhead that can cause latency and bandwidth degradation for users. To prevent latency and bandwidth degradation, Hilton requires that **NO MORE THAN FOUR (4) SSIDs can be broadcast on any single AP at any given time.** The four (4) SSID limit is not inclusive of wired port enablement on multi-Ethernet port AP’s or for temporary event SSID’s.

Compliance with the SSID standard set forth in this document is mandatory. Hilton and its integrators will maintain tight control over the SSID names, client isolation, and numbers of SSIDs used. All SSIDs, including Wall Plate Ethernet ports, are required to be distributed to the AP’s utilizing Cisco’s Meraki Tag system. No deviation from the supplied SSID names will be used without prior written approval from Hilton’s Global Network Engineering Team

- No more than four SSIDs should be enabled on any single AP.
- Each SSID should have [band-steering enabled](#).
- [Legacy bit rates should be disabled](#) on each SSID.
- Only enable an SSID on an AP if needed.
- Each SSID should be configured to [tag a separate VLAN](#).
- **Layer 2 Isolation is not optional it is required or all clients and devices. Note: A customer may request that this element be disabled for specific temporary events when a vanity SSID is employed.**
- SSID availability. This feature provides the ability to specify which AP an SSID operates on, and to specify certain times that the SSID will be available. For example, this may be used to create a guest access SSID that only broadcasts on one AP or only during business hours. These features can be found under Wireless > Configure > SSID Availability.
- All SSID must use Tags to Broadcast SSIDs from Specific APs
- All APs in guest rooms must have the or LED’s disabled post install

6.2 Meraki SSID slots

Meraki APs have 15 SSID slots and one hidden mesh slot that is unconfigurable. Meraki APs will use this hidden SSID to create secure links to other APs in the event of a cabling issue. While this is great for initial AP installation to vet bad cables it takes up airtime that we can better utilize for clients. Disable MESH on the Meraki Dashboard after AP's and cables are all verified as working properly BEFORE placing network into production. To disable mesh on the Meraki Access Points. The toggle is a network-wide setting and is configured under **Network-wide > Configure > General > Device configuration**

The basic properties of a Cisco Meraki wireless network, such as network name and SSID name, can be updated from Dashboard on the SSID page. This can be beneficial if you want to create additional SSIDs for whatever reason or if you simply want to update the current SSID.

To configure or update the name of an SSID, navigate to **Wireless > Configure > SSIDs**.

To enable or disable the SSID:

1. Begin by making a selection in the **Enable** drop-down menu.
2. Click **Save Changes**.

Allocate the SSIDs using the slots shown below. Note that slot 3 was previously labelled as *PEP/Corp Travel Wireless*. This slot has changed.

Slot	Type	Name/SSID	Use
0	Standard	Hilton Honors	Guest Wireless
1	Standard	Hilton Honors Lobby	Lobby Wireless
2	Standard	Hilton Honors Meeting	Meeting Wireless
3	Standard	<Reserved>	Reserved
4	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
5	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
6	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired,
7	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
8	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
9	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
10	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
11	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
12	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
13	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired
14	Utility	TBD	Dual Brand, POS, Vanity, 3rd Part Apps, Wired

Table 7 – Access Point SSID Slot Allocation

6.3 Port Security/Port Isolation

It is imperative that guests and resident devices not be able to directly communicate over the GIA network to prevent possible security breaches between clients and/or devices. Port security and port isolation will be used to protect guest and resident devices across the Guest Internet Access network. Protected ports provide a form of security by not forwarding ANY traffic to any other port that is also protected on the same switch. All traffic passing between protected ports must be forwarded through the security appliance for disposition.

The Meraki APs feature a firewall on each AP, so they establish their layer2 isolation a little differently than the previous generation of legacy AP's. Navigate here for a full description of the Wireless Client Isolation feature (aka Layer 2 LAN Isolation) documentation: [Wireless Client Isolation](#)

Note that the doc says that this feature is available in 25.8. **All Meraki AP's must have the latest stable production release available from Meraki.** Once upgraded, you will see the Layer 2 isolation feature within the dashboard here: ***Wireless>Configuration>Firewall & traffic shaping***. Below is a screenshot of what it looks like, including an additional firewall rule to allow pinging the gateway.

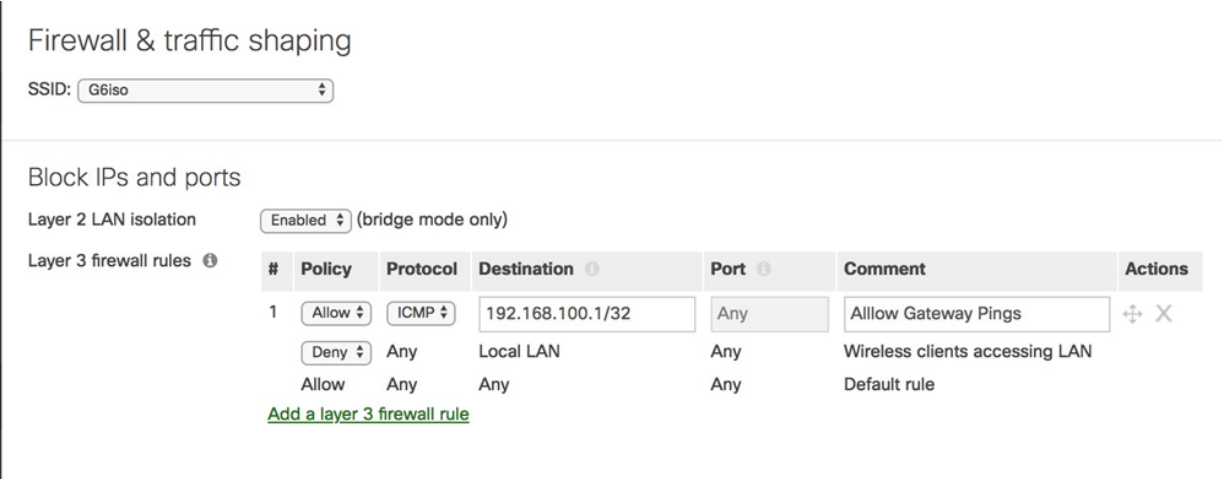


Figure 1 – Layer 2 Isolation Enablement

When a SSID is configured for bridge mode, clients are bridged through the Access Point to a specific VLAN. Upon connection to the AP, clients will be permitted to make a DHCP request on the VLAN to which they are assigned. After DHCP is completed, the MAC address of the default gateway is tracked for the client. The MAC address of the default gateway is then permitted in a layer 2 firewall that restricts all other traffic to and from the wireless client. Since this feature relies on DHCP, clients with a statically assigned IP address connected to an SSID with Client Isolation enabled will not be able to pass meaningful traffic. See also [Deny Local LAN](#)

Even though the client traffic is dropped at the AP edge, port protection mechanisms must still be set on all switches to prevent clients and resident devices from direct communication.

Where to enable switchport protected

- Enable on trunk ports to downstream switches
- Enable on access ports to wired guestrooms
- Enable on ALL guest facing WLANS
- Enable on Parent EtherChannel trunk ports on switches

Where not to enable switchport protected

- Do not enable on trunk ports to Access Points
- Do not enable on switch port uplinks to the core.
- Do not enable on Security Appliance ports

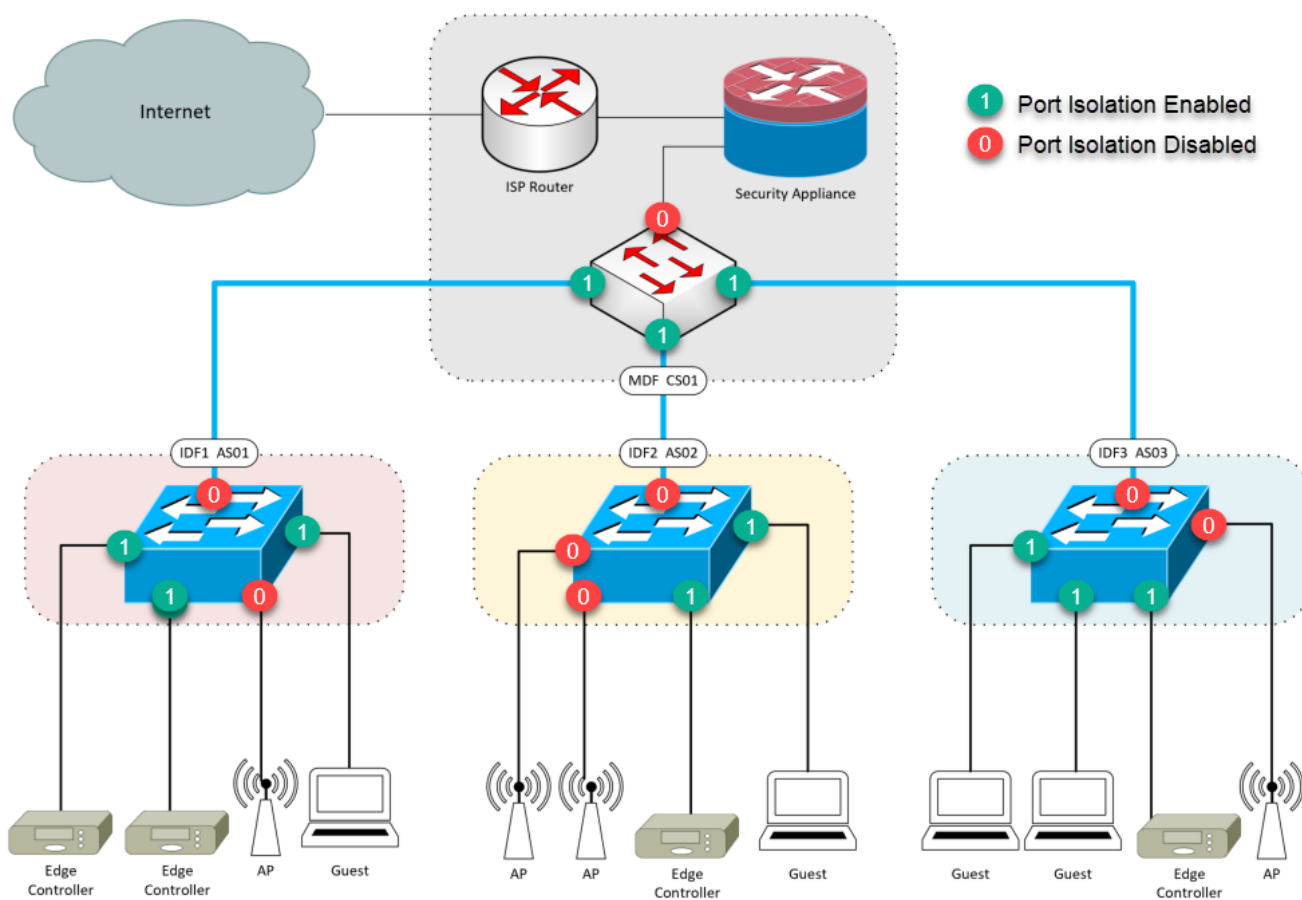


Figure 2 – Port Isolation Diagram

6.4 First Come First Served SSID Slots

Our standard requires that only 4 SSIDs are active on any one AP at a time. Full responsibility for adhering to this SSID standard lies directly with Hotel working with their StayConnected integrator, utilizing **Figure 3** for guidance.

We do recognize that from time to time an additional SSID may be desired for various reasons. A property and their StayConnected integrator may collectively choose to permanently broadcast more SSIDs then allowed (four). When the SSID limit is exceeded, the property takes full responsibility for network performance. All configurations will occur through the integrators’ NOC. GIA integrators are instructed to log the date and time along with requestor’s name for each permanent change in the event this is needed. The use of the first come first serve is not to be used on 3rd Party Devices or applications that have not passed the PPOPS 3rd party Architecture review and/or

SSID Requirements	
Priority One	First Come First Serve



Figure 3 – First Come, First Served SSID Allocations

6.5 Application of the StayConnected SSID's

UnoNet/Meraki installs only

6.6 Single Brand Hotels: SSID Naming Conventions

- 'Hilton Honors' is the convention covering guest rooms and public spaces. ***There is a space between each word.*** If there is bleed over from guest rooms to the public space, the convention <Hilton Honors Lobby> is permissible.
- 'Hilton Honors Meeting' is the convention covering the meeting space. ***There is a space between each word.***
- 'Hilton Honors Lobby' is the convention the lobby only.
- Vanity SSID's are permissible in the meeting space at the client's request. In these cases, flexibility and common sense should be exercised if the client insists on a SSID outside of the established naming convention.
 - SSID names must be congruent with Hilton's highest standards of integrity, ethics and service excellence.
 - SSID names contrary to Hilton's culture and core values WILL NOT be used.
- SSID's are case-sensitive, therefore, be sure the first letter in each word of the SSID is **Capitalized**. (Example, Hilton Honors).

6.7 Multi-Branded Hotels: SSID Naming Conventions

The following SSID's are pre-approved SSID deviations for use within Hilton's multi-branded locations.

Hilton Honors Canopy	Hilton Honors Home2
Hilton Honors Conrad	Hilton Honors Homewood
Hilton Honors Curio	Hilton Honors Motto
Hilton Honors Doubletree	Hilton Honors Tapestry
Hilton Honors Embassy	Hilton Honors Tempo
Hilton Honors Hampton	Hilton Honors Tru
Hilton Honors HGI	Hilton Honors Waldorf-Astoria
Hilton Honors Hilton	

- 'Hilton Honors <**Brand Name**>' is the convention covering guest rooms and public spaces. (Example, Hilton Honors Hampton.) ***There is a space between each word.***
- 'Hilton Honors <**Brand Name**>' Meeting is the convention covering the meeting space. (Example, Hilton Honors Hampton Meeting) ***There is a space between each word.***
- 'Hilton Honors Lobby <**Brand Name**>' is the convention the lobby only.
- Vanity SSID's are permissible in the meeting space at the client's request. In these cases, flexibility and common sense should be exercised if the client insists on a SSID outside of the established naming convention.
 - SSID names must be congruent with Hilton's highest standards of integrity, ethics and service excellence.
 - SSID names contrary to Hilton's culture and core values WILL NOT be used.
- Use of vanity SSID is governed by the understanding they are temporary and must be disabled from broadcasting upon conclusion of the event.

SSID's are case-sensitive, therefore, be sure the 1st letter in each word of the SSID is **capitalized**. (Example, **Hilton Honors Tru**). Note, for Hilton Garden Inn, use HGI with each letter in "HGI" capitalized. (Example, **Hilton Honors HGI**).

6.8 Multi-Branded Hotels

Installations involving **dual-branded or multi branded properties** may share some, all, or none of the network infrastructure. Considerations:

- Gateway sizing
- Closely following 11OS' currently prescribed method for multi-branded sites.
- Is hared circuit, split at the router or dedicated pipe for each inncode
- Individual brand meeting room requirements.
- Use dedicated VLANs to direct the appropriate wired and wireless traffic to the correct Gateway (shared APs, switches)
- Multiple SSIDs on each AP (example: Hilton Honors Hampton & Hilton Honors HGI)
 - Limit the use of SSIDs to where they are specifically needed.
 - SSIDS must be broadcast by using a tag.
- Each brand has its own separate landing page.

7.0 Maps and Floor Plans

Scaled floorplans must be loaded and overlain with the individual device locations for each element of the network, to include photographs of EACH item as deployed. Photos must be perspective shots of the item that clearly shows the device in its environment. Do not post unscaled floorplans, close ups /overly zoomed, pixelated, or blurry photos of a device.

Placing devices on a map and floor plan allows administrators additional visual datapoints for network monitoring and day to day operation and management of the network. In the case of MRs, device placement helps the units approximate the location of client devices on the network. In addition, The Location Analytics feature for Meraki MRs also leverages maps to overlay its data on a floor plan which provides valuable information on anonymized guest/user foot traffic flows within the of the property.

Tip: Prepopulate your floor plans prior to site arrival using the scaled plans exported directly from the Ekahau Survey software.

Tip: Device mounting photos can be added via the mobile app or the standard dashboard web GUI. Take the photo as you are physically deploying/mounting, tagging, and naming the device immediately after mounting the device with a tablet or smartphone using the time saving processes afforded by the dashboard.

Please see the following documentation from Cisco regarding the use of maps and the importance of using them.

https://documentation.meraki.com/General_Administration/Monitoring_and_Reporting/Placing_Devices_on_the_Map_in_Dashboard

8.0 Appendix

8.1 Circuit Standards - Requirements

Please ensure any vendor you contact understands the Internet circuit must follow the below listed requirements in order to meet Hilton Standards:

- Bandwidth requirements must meet or exceed Hilton Internet Circuit Matrix for the GIA Program (Your Guest Internet Access VENDOR Service Executive will alert you to the bandwidth requirement per property)
- Viable Circuit Types include Fiber, DS3, OC3, and Ethernet and any fractional offerings of those types. No DSL/cable/wireless - a.k.a. microwave). Circuits must provide synchronous up/down speeds.
- LOA-Letter of Authorization from ISP
- Availability SLA must be 99.9% annually and a MTTR of 4 hours or less and stated in the contract
- Must provide at least a /28 (16 IPs / 14 Usable IPs) or a number of public IP addresses sufficient to meet needs for hotel's back office or other systems.
- SNMP protocol enabled for monitoring (Hilton GIA will need IP Port 162 open past the ISP hardware/router for SMNP access to GIA equipment)
- SNMP protocol enabled for monitoring of Internet router via a read-only community string (exceptions considered on an individual basis)
- Vendor support and escalation contact information. 24 x 7 live person support for circuit and equipment if managed by ISP.
- Hotel will provide a letter of agency so that Guest Internet Access Vendor can act on behalf of the hotel to report troubles and make changes to the circuit.

No MAC BINDING, DHCP, NAT, PAT, firewalls, filtering, shaping, or throttling by the ISP IS ALLOWED.

Routers are recommended but NOT a requirement. However, if provided and/or required then the Hardware/router that terminates circuit at customer premise must be managed, maintained and supported by ISP in total or by approved 3rd Party Vendor. Hardware must have current maintenance agreement that provides for repair/replacement within 24 hours.

What is required for Hilton to approve this 3rd party solution?

1. Must provide circuit vendor's SLA (service level agreement) to Guest Internet Access VENDOR for Hilton approval
2. Must complete existing circuit worksheet with all needed information on the Potential New Internet circuit
3. Must approve LOA (Letter of Agency) for Hilton GIA integrators to call the provider in the event of circuit trouble
4. Must submit all documents for Hilton's approval

8.2 Table of Addenda

Country	Addendum ID	Description
CHN	CHN-2021213-001	China specific UnoNet information.

Guest Facing Technologies Operational Standards

Version 1.0



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Background

This document provides an overview of the Hilton Hotel Guest Facing Technologies Operational Standards. It describes operational policies and processes within the Hilton StayConnected program.

1. Policies

1.1. Global UnoNet Management Process

- 1.1.1. Project Case Management must be kept up to date.
- 1.1.2. Ordering - When a Meraki order is placed, the physical "Ship To" address must contain the INNCODE in the first line.
- 1.1.3. Claiming - Networks are built on Wednesdays and Fridays and only fully formed networks will be built that consist of a minimum of 1 switch, 1 MR and 1 MX with licenses.

1.2. Deployment

- 1.2.1. Site Readiness Report – Integrator will obtain documentation validating the following site prerequisite:
 - 1.2.1.1. Network Rack installation pictures
 - 1.2.1.2. Rack grounding evidence
 - 1.2.1.3. Cabling certification
 - 1.2.1.3.1. Fiber
 - 1.2.1.3.2. Copper
 - 1.2.1.4. Circuit Report
 - 1.2.1.4.1. Status
 - 1.2.1.4.2. Bandwidth validation
 - 1.2.1.5. Uptime
 - 1.2.1.6. MDF/IDF Electrical circuit confirmation
 - 1.2.1.7. Floor plan with AP locations defined
 - 1.2.1.8. Port map
 - 1.2.1.9. Install network diagram
 - 1.2.1.10. Connected Room checklist (where applicable)
 - 1.2.1.11. Connected Room Port Map
- 1.2.2. Pre-Deployment Certification – Guest Facing Technologies will audit basic network configuration prior to enabling guest networks.
- 1.2.3. GIA network certifications – Guest Facing Technologies will audit the network configuration once a new build or refresh is completed. This audit will check the configuration against all Global Network Engineering standards as well as Global Information Security guidance.
- 1.2.4. Other information uploaded includes:
 - 1.2.4.1. As-built documentation
 - 1.2.4.2. Pictures
 - 1.2.4.3. Designs

1.3. Crisis Event protocol

- 1.3.1. During crisis events that include but not limited to tornados, hurricanes and flooding, Integrators will be asked to contact hotels in impacted areas and report on their operational status.

1.4. Firmware

- 1.4.1. All network devices managed by Integrators must be current production revisions as defined by Hilton. No beta versions are allowed.

2.General

2.1. Service Level Agreement (SLA)

2.1.1. The Integrator will provide no later than the 15th day of the month, the SLA Audit Report of the previous month's network performance for each of the Hilton hotels they are currently supporting. Failure to provide the report may result in a financial penalty.

2.2. Proactive Monitoring – SOW 5.7 Service Management

2.2.1. The Integrator will provide 24x7x365 network monitoring Services to identify and address system performance issues before Hotel Property intervention is required.

2.2.1.1. The Integrator will respond when an issue is identified through monitoring software by automatically opening a ticket and beginning the escalation and resolution process.

2.2.1.2. The Integrator will validate/update resolution of tickets as appropriate such that when a problem is resolved, the ticket will be closed, and the resolution will be documented in the ticket.

2.2.1.3. The Integrator will analyze ticket data to look for trends or reoccurring problems so that such chronic problems will be isolated and corrected.

2.2.1.4. For hardware failures and/or outages that trigger a Severity Level event The Integrator will communicate alerts to the Hilton IT organization and the Hotel Property. For all other hardware failures and/or outages The Integrator will communicate alerts to the Hotel Property only.

2.2.1.5. The Integrator will receive monitoring alerts, review those alerts, and take appropriate actions to remedy the cause of such alerts.

2.2.1.6. The Integrator will notify Hilton and the Customer within thirty (30) minutes of any Severity Level issues and continuing to update Hilton and the Customer consistent with the notification requirements defined in Section 7 (Service Levels). The Integrator is not required to send any additional notifications between the time of issue resolution identification, and issue resolution application, at which time a final notification must be issued alerting all parties to the application of resolution and closure of the Severity Level issue.

2.3. Meraki Dashboard Administration

2.3.1. Meraki Dashboard Access Request

2.3.1.1. A request for Meraki Dashboard access must be submitted by an authorized Meraki Dashboard administrator. All requests must be submitted on the Meraki Dashboard request form along with proof of Cisco Meraki training to the GFT_Meraki@hilton.com distribution email. The form is available on the [TS StayConnected Integrator SharePoint site](#). Requests are completed on Tuesday and Thursday of each week unless modified by the Guest Facing Technology Team.

2.3.2. Certification

2.3.3. All Cisco Meraki Dashboard admins must provide proof of training as specified in the training section of this document. CMSS certification is valid for a three-year period. The Integrator is responsible for ensuring all required CMSS certification remains valid.

2.3.4. Two-Factor Authentication

2.3.4.1. Hilton requires two-factor authentication for all Cisco Meraki Dashboard Admins. All admins are required to notated through a secured application of choice, the one-time access code in the event their two-factor authentication method is not accessible. Failure of an admin to securely record and have access to these codes may result in removal from the Meraki Dashboard and may be subject to financial penalties.

2.3.5. Meraki Dashboard Password Reset

2.3.5.1. Hilton does not have the capability to reset a Cisco Meraki Dashboard admin's account. The admin will need to select the forgot password option on the Cisco Meraki Dashboard and have access to their two-factor authentication device or application and reset their password. If additional support is required, please contact Cisco Meraki directly.

2.3.6. Terminated Employees

2.3.6.1. All Integrators are required to notify Hilton via the Meraki Dashboard request form to remove all recently terminated employees within 2 business of their last day of employment. This is for security purposes and non-adherence may result in financial penalties.

2.3.7.Inactive Dashboard Admins

2.3.7.1.Meraki Dashboard access is granted with the expectation that the admin requires active access. Hilton has implemented a protocol that identifies any network admin that has not accessed any of their assigned network orgs within a 90-day period. The daily Meraki risk report identifies inactive admins, and the Integrator will need to attest that continued access is required within 48 hours of notification. If an attestation is not received by an approved Meraki Dashboard Authorized Administrator, the admin will be removed from the Meraki Dashboard.

2.4. Third Party Network Integrators

2.4.1.All companies acting as a sub-contractor to a preferred Integrator must first receive approval from the Guest Facing Technologies Team. A request must be submitted via the PMO Vendor Manager. The request for approval should include the following:

2.4.1.1. Legal Name of the Company

2.4.1.2.Business Address

2.4.1.3.Point of Contact

2.4.1.4.Company EIN

2.4.1.5. Number of years working with vendor

3. Training

3.1. Requirements

- 3.1.1. All Integrators are required to ensure their network support teams are duly trained as specified by the Global Network Engineering Team.
- 3.1.2. GFT establishes the standard based on GNE policy.

3.2. ESCE

3.2.1. Ekahau Mandatory Training

- 3.2.1.1. Each vendor must have 100% ECSE certified technicians performing site surveys.

3.3. Industry Standard Certifications

- 3.3.1. Each vendor must have a minimum of (2) CWNA or CWDP Certified Engineers on staff at any time. Additionally, they must support a ratio of no more than 4:1 ECSE technicians (submitting surveys) to CWNA or CWDP Certified Engineers.
- 3.3.2. Every approved design must be signed off on by the ECSE surveyor and CWNA or CWDP or higher in writing before going to the customer.

3.4. Cisco Meraki Mandatory Training

- 3.4.1. All Hilton Employees, Vendors, and other technical resource requesting access to the Meraki Dashboard must complete either ECMS1, or ECMS2 training, or have obtained a CMNA, CMNO, or CMSS certification. In addition, all vendors must also have a minimum of two certified CMSS technicians on their team per region.

4. Communications

4.1. Accepted Video Conference Tools

- 4.1.1. Microsoft Teams (Preferred)
- 4.1.2. WebEx Teams
- 4.1.3. Go-To Meeting

4.2. Emails

- 4.2.1. Include INNCODE in the subject of emails referencing a particular property
- 4.2.2. Distributions Groups

Email	Notes
#global-unonet-mso@hilton.com	Claiming
gft_meraki@hilton.com	Meraki Administration
stay_connected@hilton.com	General inquires. Primary US
stayconnected_international@hilton.com	General inquires. Primary International

4.3. Integrator Points of Contact

- 4.3.1. The Hilton GFT Team maintains a master Integrator contact lists based on the area of service such as support, security, implementation and Governance. Each Integrator will need to supply updates to contacts, including name, e-mail or distribution list as needed for the following:
- 4.3.2. Network Escalations
- 4.3.3. General Program Information
- 4.3.4. Security Violation Notifications
- 4.3.5. Program Directives

4.4. SharePoint Repository

- 4.4.1. Hilton utilizes MS SharePoint as our program repository that retains our knowledgebase, directive communications, technical standards, templates, Lunch-N-Learn recordings and reference documentation. All Integrators are encouraged to have their key Hilton dedicated team members have access to this site. Site access does require accessing the site at minimum once every 30-days.

4.5. Knowledge Base

- 4.5.1. framework documentation and answers to common questions can be found on the [GFT Integrator SharePoint site](#).

4.6. Directives

4.6.1. The GFT team regularly sends program directives to all Integrators on a weekly basis. Special directives are issued for program updates that require immediate communication. All directives require acknowledgment by a minimum of one team member per Integrator. This acknowledgment must be received within the timeframe specified in the directive. Failure to acknowledge a directive may result in a financial penalty.

A repository of past directives can be found on the [IS StayConnected Integrator SharePoint site](#) for reference.

4.7. Reporting

4.7.1. Public IP Address Inventory Report

4.7.1.1. The Hilton GIS Team requires all approved Integrators to maintain a list of public IP addresses associated with hotel GIA circuits and upload to Hilton GIS weekly through secure means as specified in the [Hilton Public IP Guidance documentation](#).

4.7.2. Annual Malware Acknowledgement

4.7.2.1. Integrator is required to provide annual attestation of compliance with the Anti-Malware and Vulnerability Scan requirements as defined in the Master Services Agreement.

4.7.3. Security Risk Report Response

4.7.3.1. Response for high and medium risk level entries require a response within one business day or are subject to penalties.

4.8. General Violations

4.8.1. GFT governance will issue general warnings if an Integrator is not operating in compliance of the Master Service Agreement

HILTON SERVICE PROVIDER – PUBLIC IP INVENTORY

PURPOSE AND OBJECTIVE SUMMARY

Hilton Security and Network Architecture teams require a regularly updated data feed of public IP / subnet information from all HSIA/GIA Service Providers.

- The required export format is .csv (Comma-Separated Values) as defined in RFC4180.
The preferred transit method is Service Provider hosted SFTP with AES-256 Encryption.
- The preferred security controls are pub-key authentication and IP whitelisting.

SCOPE OF WORK REQUESTED

Hilton HSIA/GIA Service Providers will work with Hilton to provide a weekly updated data export in the .csv format described below.

Hilton HSIA/GIA Service Providers will work with Hilton to modify data feed format where needed to ensure proper indexing within Hilton's systems.

Hilton HSIA/GIA Service Providers will ensure that the SFTP server hosting the export is authenticated with a Hilton specific public/private certificate. Service Providers will be responsible for providing the public key to Hilton for use during authentication.

Hilton HSIA/GIA Service Providers will ensure that SFTP servers only accept authentication requests from Hilton public IP space. Hilton will be responsible for providing public IP space to Service Providers and updating with new public IP space when necessary.

Hilton HSIA/GIA Service Providers will ensure that hosted SFTP solution supports AES-256 encryption.

Hilton will be responsible for establishing a connection and retrieving the public IP export on a weekly basis.

Hilton HSIA/GIA Service Providers will provide appropriate acceptance testing resources to support testing of both SFTP connectivity and the data feed format by Hilton.

REQUESTED TIMELINE:

Q4 2018.

EXPORT .CSV FORMAT

The required export format is .csv (Comma-Separated Values) as defined in RFC4180.

- **HOTEL_INNCODE**
 - Description: This is Hilton's authoritative code that identifies an individual hotel property.
 - Column Name: HOTEL_INNCODE
 - Data Type: Alphanumeric [Min: 3, Max: 5]
 - Sanity Check: This should be a 5 character (or less) value. Please do not use the 7 character CityHocn code. (The CityHocn code is usually the Inncode with a 2 additional char suffix value.)
- **VENUE_NAME**
 - Description: The property name (incl. Brand). (Ex: Hilton Garden Inn Coppell DFW North)
 - Column Name: VENUE_NAME
 - Data Type: Alphanumeric [Max: 255]
- **VENUE_STATUS**
 - Description: Status of the property.
 - Column Name: VENUE_STATUS
 - Data Type: Alphanumeric [Max: 15]
 - Valid Options: (Active or InRevenue) | (Pending or Staging) | (Cancelled or NonRevenue)
- **PRIMARY_INTERFACE_IP_ADDRESS**
 - Description: Network base address for allocated subnet(s). This address along with the NETMASK field will define the individual IP or subnet range. If there are multiple subnets or non-consecutive IPs defined for a property, each one should be its own record. (Multiple records for a single property are allowed.). (In the rare instances where a dual property shares the same IP range(s), there should be at individual record(s) created for each property even if it has the same IP information.)
 - Column Name: PRIMARY_INTERFACE_IP_ADDRESS

HILTON SERVICE PROVIDER – PUBLIC IP INVENTORY

- Data Type: IPv4 Address in Quad-Dotted decimal format (###.###.###.###) (Don't include the CIDR netmask)
- Sanity Checks:
 - This should be the routers external IP allocations.
(This SHOULD NOT be the properties internal private IP address space)
 - Typically the IPs should be within the Public IP range. Any IPs that are within the RFC1918 defined private IP range will be questioned.
- **NETMASK**
 - Description: CIDR mask for allocated subnet(s).
 - Column Name: NETMASK
 - Data Type: Integer value only (don't include the / prefix)
 - Valid Value: [0 to 32]
 - Sanity Check: Anything larger than a 24 will be questioned (255 addresses).
- **ADDRESSES**
 - Description: Total number of IP addresses for allocated subnet(s). (Provides a sanity check for the NETMASK)
 - Column Name: ADDRESSES
 - Data Type: Long Integer
 - Valid Value: [1 to 4294967295]
 - Sanity Check: Anything larger than 256 addresses will be questioned (/24 netmask)
- **HOSTS**
 - Description: Total number of assignable IP addresses for allocated subnet(s). (Provides a sanity check for the NETMASK)
 - Column Name: HOSTS
 - Data Type: Long Integer
 - Valid Value: [1 to 4294967293]
 - Sanity Check: Anything larger than 254 hosts will be questioned (/24 netmask).
- **NAT_IPS**
 - Description: List all ingress and egress NAT IPs the service provider is NAT'ing back into the hotel private address space for hotel operational use. Based on the providers implementation, these IPs may or may not fall within the PRIMARY_INTERFACE_IP_ADDRESS/NETMASK. It is also possible that not all allocated IPs are actually in use. The goal of this field is to be able to track ALL public IP where we have inbound or outbound traffic to/from the Internet.
 - Column Name: NAT_IPS
 - Data Type: Comma delimited list of IPv4 Address in Quad-Dotted decimal format (###.###.###.###, ###.###.###.###, ...)
 - NOTE: This should NOT be in CIDR notation.
 - Sanity Checks:
 - Typically the IP addresses in the list should reside within the Primary IP Address/Netmask IP range. Any IPs listed outside of this range will be questioned.
 - The IPs must be within the Public IP range. Any IPs that are within the RFC1918 private IP range are invalid.
- **GUEST_IPS**
 - Description: The guest IPs should be a subset of the NAT_IPS that are designated for our Hotel guest use only such as guest WiFi. The goal of this field is for us to be able to identify the IP addresses where we have no control over content and need to exclude them from any external monitoring processes.
 - Column Name: GUEST_IPS
 - Data Type: Comma delimited list of IPv4 Address in Quad-Dotted decimal format (###.###.###.###, ###.###.###.###, ...)
 - NOTE: This should NOT be in CIDR notation.
 - Sanity Checks:
 - The IP addresses in the list should be a subset of the IPs provided in the NAT_IPS field. Any IP not also listed in the NAT_IPS will be questioned.
 - The IPs must be within the Public IP range. Any IPs that are within the RFC1918 private IP range are invalid.

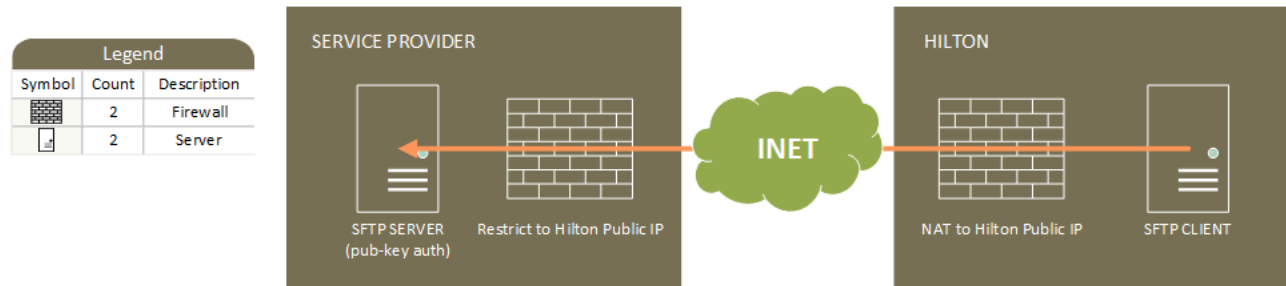
HILTON SERVICE PROVIDER – PUBLIC IP INVENTORY

EXPORT EXAMPLE

HOTEL_INNCODE	VENUE_NAME	VENUE_STATUS	PRIMARY_INTERFACE_IP_ADDRESS	NETMASK	ADDRESSES	HOSTS	NAT_IPS	GUEST_IPS
ABCDE	Hampton Inn & Suites Small Town Research Park	Active	12.29.34.0	27	32	30	12.29.34.3,12.29.34.4,12.29.34.30,12.29.34.31	12.29.34.30,12.29.34.31
BCDEF	Hilton Garden Inn Mooresville HW-106	Pending	51.94.112.128	27	32	30	51.94.112.129,51.94.112.130,172.32.4.1	172.32.4.1
CDEFG	Home2 Suites Breat Bend Kansas	Active	66.144.47.101	32	1	1	66.144.47.101	
CDEFG	Home2 Suites Breat Bend Kansas	Active	67.124.57.31	32	1	1	67.124.57.31	67.124.57.31
RBDDV	Embassy Suites - Casper WY	Active	52.34.132.192	26	64	62	52.34.132.220,52.34.132.221,52.34.132.222	52.34.132.195
CATDV	Hilton Garden Inn - Casper WY	Active	52.34.132.192	26	64	62	52.34.132.220,52.34.132.221,52.34.132.222	52.34.132.222

TRANSIT METHOD DIAGRAM

The preferred transit method is Service Provider hosted SFTP with AES-256 Encryption.



Once the service provide has stood up their SFTP server and provisioned Hilton's access, the service provider shall provide Hilton with the required credentials / keys.

At this time (2021-06-08), Hilton's egress IPs that would be used to connect to the integrators SFTP server would be one of the following (you can use this list to add additional security to your SFTP server):

- 52.5.36.32/32
- 52.205.181.200/32
- 52.205.38.151/32

Hilton's automated procssing system will download the .csv file with the "lastest write date". It will be this file that will be processed and imported into our system.

Meraki Network Configuration Standards

Global Network Engineering

Disclosure: This document frequently changes. Please download the latest version of this document from GNE's SharePoint [here](#).

Document Version Control

Date	History	Editor	Version
10/4/2018	Created Draft	Bryan Segura	Draft
10/17/2018	Reviewed Draft	Nic Penny	Draft
10/18/2018	Moved to Live Status	Bryan Segura	1.0
11/1/2018	Added requirements around LSP	Bryan Segura	1.1
2/27/2019	Added BPDU guard requirements, Syslog server information, and revised the password requirement for the LSP.	Brandon Henning	1.2
6/11/2019	Updated the syslog server info, added DHCP snooping requirements, shutting down all unused ports requirements, and revised stacking section to allow for stacking switches for ADM and corporate networks.	Brandon Henning	1.3
6/27/2019	Revised stacking section to allow for stacking across all networks, revised twinax usage, and added combined power.	Brandon Henning	1.4
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12/22/2021	Added AMP and Threat Protection section.	Brandon Henning	1.6
4/28/22	Added Section 18, Access Policies	Virginia McGinnis	1.7

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1. Background

This document is a best practices configuration guide for the Hilton enterprise network. This document outlines the base configuration standards for Hilton network infrastructure including various Meraki switches and MX security appliances in Hotels and Corporate offices. Any questions or concerns regarding the guidelines provided should be directed to the [Hilton Network LAN/WAN Architecture team](#).

2. Network Device Hostnames

To maintain consistency of network device nomenclature, devices should be named using the following format:

Broken Down Format

HLT-<Inncode>-<Base Device Model>-<Location>-<Device Acronym><Device Number>[-<Stack Number>]

Base Device Models

Cisco Meraki MS350 - 350

Cisco Meraki MS425 - 425

Cisco Meraki MX450 - 450

Cisco Meraki MX250 - 250

Locations

The location information can be an MDF or IDF number, specific closet ID, building name acronym, building number, or floor number. It can be any information that makes the device easy to identify and locate. Please leave out vowels (A, E, I, O, U) on this section in an effort to keep the name compact. The only exception is if a vowel is used in an acronym.

Device Acronyms

Core Switch – CS

Distribution Switch – DS

Access Switch – AS

Access Point – AP

Security Appliance – MX

Virtual Stacks

Cisco Meraki handles stacks a bit differently compared to other switches like traditional Cisco switches. All Cisco switches belonging to one stack inherit the same device name. Cisco Meraki switches need to be connected individually and then we have the option to create a virtual stack, so that means that every switch will have its own device name. Therefore, if there is more than one switch in the same closet, to tell them apart, we will use a “stack number” as part of the device name. If the switch is the first switch in the stack from top to bottom, then add “-1” to the device name, if the switch is the second switch in the stack, then add “-2” and so on.

Overall Examples

HLT-DALMD-425-FL5-CS01-1

HLT-BCTRC-350-IDF5-AS04-1

HLT-LASVS-250-MDF-MX01

HLT-DALRS-350-IDF1-AS01-2

HLT-MEMHQ-350-MDF-CS01

Note: Capital letters are *required* for legibility. InnCodes must match a valid InnCode in [The Lobby](#).

Following the given format makes devices easy to identify and locate no matter what type of facility devices reside in.

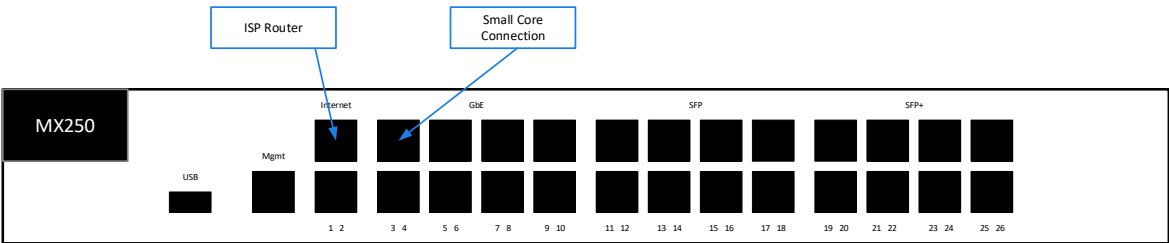
3. Infrastructure Interconnects

Infrastructure interconnects are often referred to as “links,” “uplinks,” or “downlinks.” These terms refer to cabling which interconnects physical network devices. The following sections outline the different kind of interconnects used across the Hilton Enterprise network and how the different interconnects are used.

3.1 Copper Interconnects

Copper interconnects mainly apply to MX security appliances (small core deployment), WAN routers, VPN routers, wireless access points, or firewall interfaces.

Here is a high-level diagram using a skeleton Cisco Meraki MX250 security appliance showing the ports that would be used to connect it to a small core switch (MS350), with blue representing copper connections:



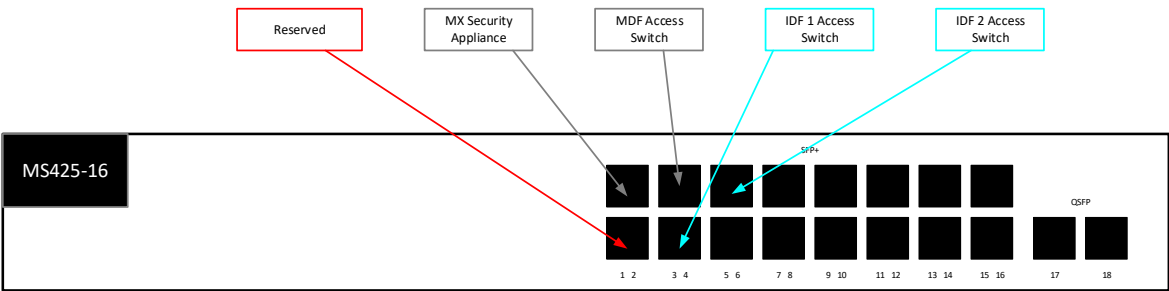
Note: A copper SFP will be needed for the “Internet” SFP port, so it can be connected via copper to the ISP.

3.2 Fiber Interconnects

Cabling for the switching backbone is primarily fiber. Fiber can also be used for connecting a router to a switch but will not always be available.

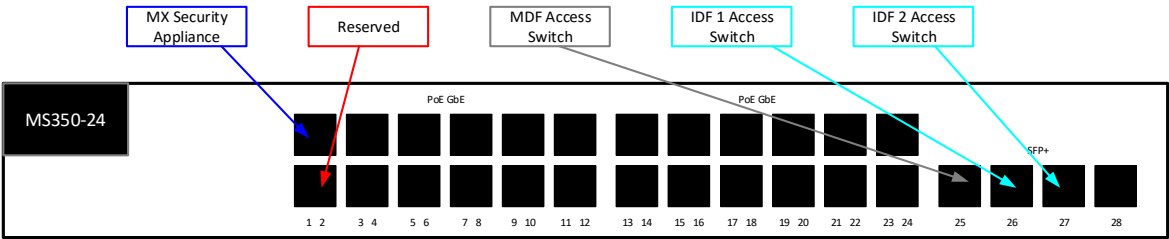
3.3 Interconnecting Network Devices

When interconnecting devices, core switches should predominantly have fiber interconnects. Upstream network devices such as a router or an MX security appliance should be connected to the first available port on a core switch. We will also leave the second port on the core switch disabled and reserved for future use. Downstream access switches should be connected to the ports following the router. Start with the first port on the left and work to the right. Below is a high-level diagram using a skeleton 16-port Cisco Meraki MS425 as a core switch example, with aqua representing fiber connections and grey for twinax cables:

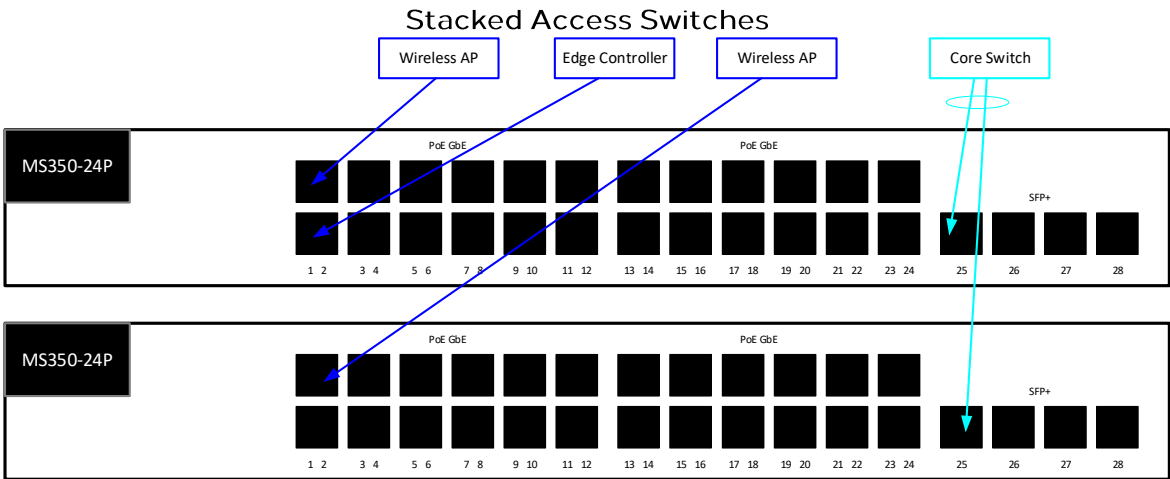
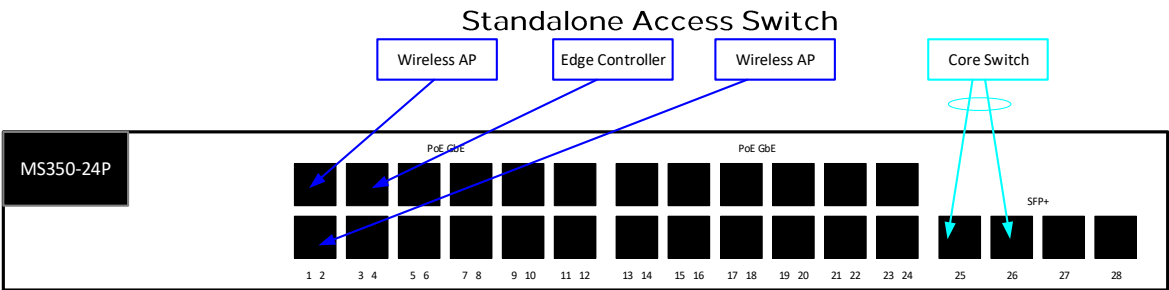


Note: LAN firewalls are the exception in this case, as they likely will not have fiber interface availability unless it is a higher capacity model.

Here is a high-level diagram using a skeleton 24-port Cisco Meraki MS350 as a small core example, with aqua representing fiber connections, blue for copper and grey for twinax cables:



Access switches should also predominantly have fiber interconnects with the exception of wireless access points and LAN firewalls, which usually require copper interconnects to the access switches. Access switches should always have fiber connectivity to core switches. Access switches should be interconnected to core switches using the first available SFP based port on the access switch. Below are two skeleton diagrams of Cisco Meraki MS350-24P switches, with aqua for fiber connections and blue for copper connections:

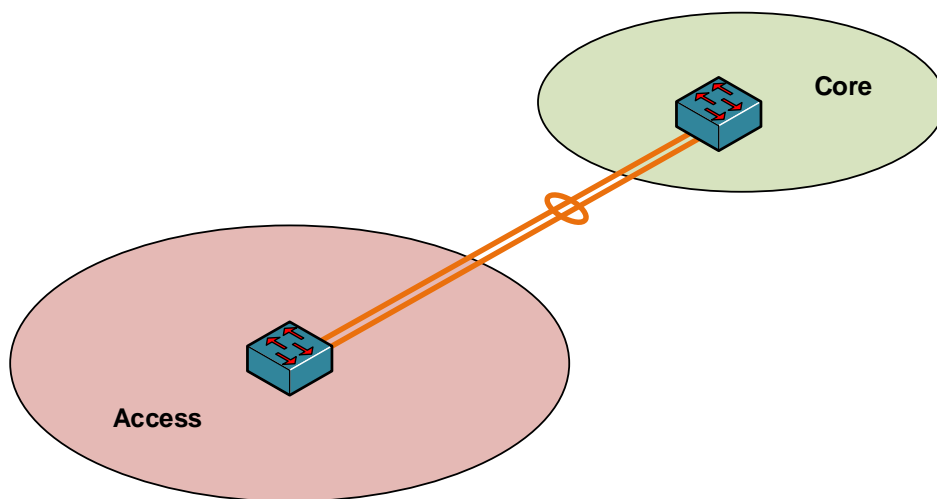


As shown above if there is a standalone access switch it should have two interconnects to the core switch. If there are two access switches in a stack, there should be two interconnects to the core.

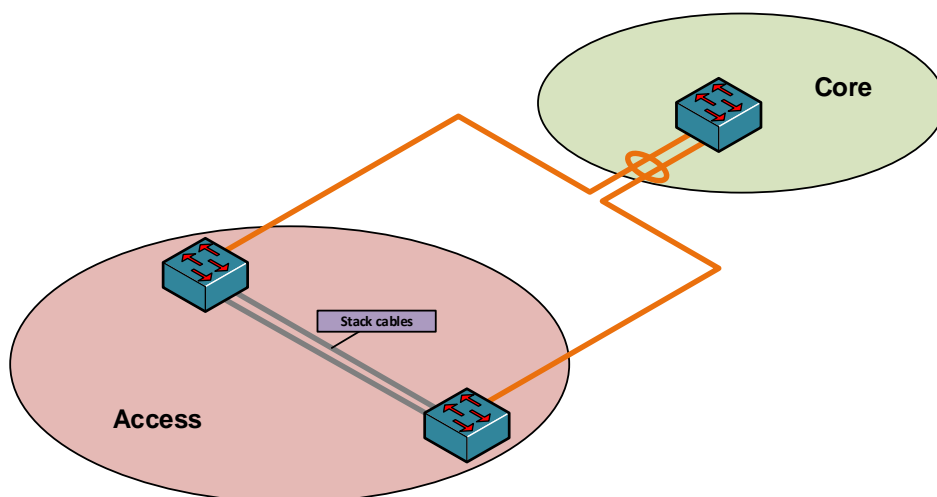
Note: It is recommended for Hotel Guest Networks to run redundant fiber uplinks to the core.

Below are some examples of the architecture at a higher-level.

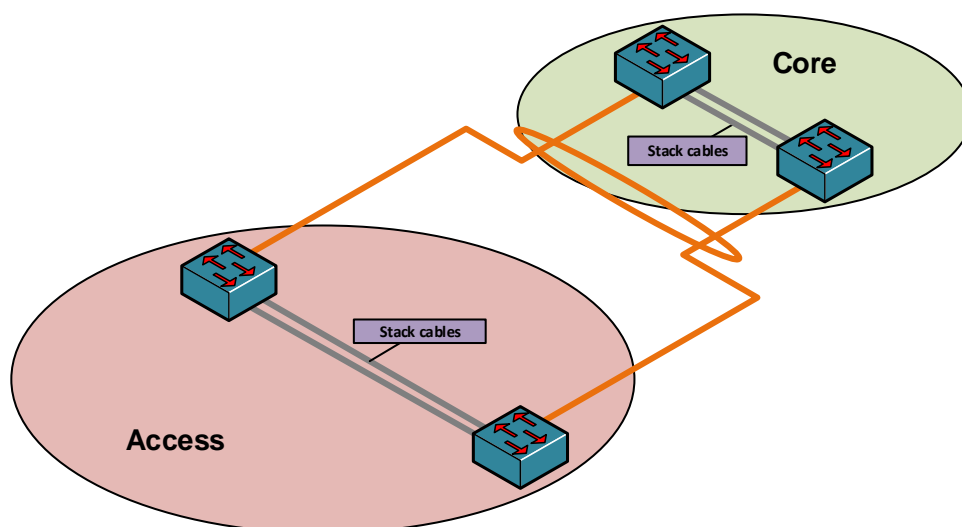
A standalone core switch and standalone access switch should have two interconnects:



A standalone core switch connected to stacked access switches should have one interconnect to each access switch:



Likewise, if there are two access switches stacked together, interconnected to two core switches also stacked together, each core switch should have one interconnect to one of the access switches:

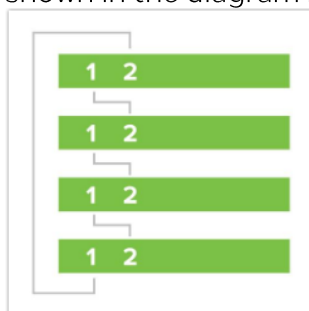


The connectivity models above are resilient because there are redundant paths from the access layer to the core layer. End-devices connected to the access switches will not lose access to network resources if one interconnect fails. In cases where the core switches are stacked, there is also hardware redundancy upstream from the access layer in addition to the redundant interconnects. Stacking cables used to stack Cisco Meraki switches provide a unified data plane across multiple stacked switches.

Note: Only like-models can be stacked. For example, an MS350-48FP switch can be stacked with an MS350-48, but an MS425-16 switch cannot be stacked with an MS350-48. It should be stated that mixing of switches with different port count is not permitted as a standard.

When stacking switches to add port capacity, a stack should be limited to four switches from an architectural perspective. If a stack requires more than four, this requires sign-off from the LAN/WAN Architecture team. If a stack has more than two switches and redundancy is being used, there should be two interconnects connected to the first and last switch in the stack. One interconnect will be connected to the top switch, then the second interconnect to the bottom switch.

Stacked Cisco Meraki switches should have the stack cables arranged in a ring topology as shown in the diagram below.



3.4 Stack Provisioning

Meraki supports two different types of stacking:

- Physical
- Flexible: Only available with the MS425. Because the MS425 does not have physical stacking ports in the back, flexible stacking allows for any two SFP+ ports to be configured as stacking ports. It is a requirement to use the QSFP ports to stack MS425 switches.

The following steps explains how to configure a stack using physical stacking.

Note: Before configuring any stacks, each individual switch must have an uplink to communicate with the dashboard. Ensure the proper firmware is being ran on each switch before proceeding.

1. Connect the switches together via stacking cables in a ring topology (as shown in the diagram above).
2. Disconnect all uplinks except for the one uplink to be used for the entire stack
3. Navigate to **Switch > Monitor > Switch stacks**.
4. Configure the switch stack in Dashboard. If Dashboard has already detected the correct stack under **Detected potential stacks**, click **Provision this stack** to automatically configure the stack.

Switch stacks overview

Configured stacks

There are no configured stacks in this network. If you [add one](#), we can help you configure it.

Detected potential stacks

Stack Members	Actions
Switch 3 Switch 8	<button>Provision this stack</button>

Otherwise, to configure the stack manually:

5. Navigate to **Switch > Monitor > Switch stacks**.
6. Click **Add a stack**:

[Switch stacks](#)

Create new stack

Name:

Stack members

Search switches... 1 switch

<input type="checkbox"/>	Name	Serial number	Model
<input type="checkbox"/>	FD-3.3	<input type="text"/>	MS350-48FP

Create

7. Select the checkboxes of the switches you would like to stack, name the stack, and then click **Create**.

The following steps explains how to configure a stack using flexible stacking.

Note: Before configuring any stacks, each individual switch must have an uplink to communicate with the dashboard. Ensure this uplink port is not one of the intended stacking ports. Ensure the proper firmware is being ran on each switch before proceeding.

- 1. Navigate to **Switch -> Switch ports**. Choose (but do not yet connect) two ports per switch to be used as stacking ports.
- 2. Configure the intended ports for stacking in Dashboard under **Switch > Configure > Switch ports**:

Update 2 ports

Note: you cannot edit configuration settings for stacking ports.

Settings are applied to all ports selected, including all ports in aggregate groups

Switchports

HLT-MEMIL-425-IL-CS01-1 / 15
HLT-MEMIL-425-IL-CS01-1 / 16

Name

Stacking

Enabled

Disabled

Cancel

Update

- 3. Disconnect all uplinks except for the one uplink to be used for the stack and connect the switches together via stacking cables in a ring topology (as shown in the diagram above).
- 4. Navigate to **Switch > Monitor > Switch stacks**.
- 5. Configure the switch stack in Dashboard. If Dashboard has already detected the correct stack under **Detected potential stacks**, click **Provision this stack** to automatically configure the stack.

Switch stacks overview

Configured stacks

There are no configured stacks in this network. If you [add one](#), we can help you configure it.

Detected potential stacks

Stack Members	Actions
Switch 3 Switch 8	<div>Provision this stack</div>

Otherwise, to configure the stack manually:

- 6. Navigate to **Switch > Monitor > Switch stacks**.
- 7. Click **Add a stack**:

Switch stacks

Create new stack

Name:

Stack members

Search switches...

1 switch

Name

Serial number

Model

FD-3.3

MS350-48FP

Create

8. Select the checkboxes of the switches you would like to stack, name the stack, and then click **Create**.

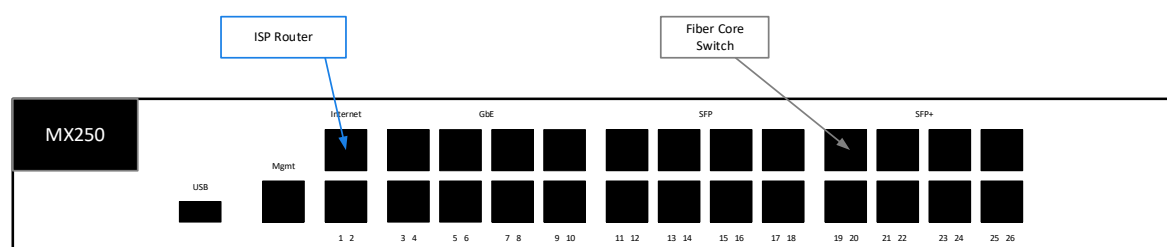
3.5 Use of Twinax Cables

Twinax cables support a 10 Gigabit throughput and can be used to interconnect devices in the same closet where we would normally use SFPs and fiber patch cord to achieve that speed.

Here are some scenarios where Twinax cables can be used:

- Between an MX security appliance and an MS425 core switch.
- Between the core switch and the access switch in the same closet (normally MDF).

Here is a high-level diagram using a skeleton Cisco Meraki MX250 security appliance showing the ports that would be used to connect it to a fiber core switch (MS425), with grey representing Twinax cable connections and blue for copper:



Note: A copper SFP will be needed for the “Internet” SFP port, so it can be connected via copper to the ISP.

Note: For information regarding Twinax cable part numbers, see the “Corporate and Hotel Meraki Network Hardware Standards” document.

3.6 Port Isolation

Port isolation allows a network administrator to prevent client communication within the same VLAN. This is essential to be configured as in the case of hotel networks, we do not want a guest in one guest room to be able to communicate via the network to another guest in another guest room. Port isolation is required to be enabled for Hotel Guest Networks, however it is not required for the ADM network.

Note: Port isolation is only supported on switches running firmware version 11.22 or later.

To configure port isolation, navigate on the dashboard to **Switch**, and then go to **Switch ports**, then select the port(s) that need to be configured and under **Isolation**, select **enabled** and click **Update x port(s)**. See below:

Update 1 port

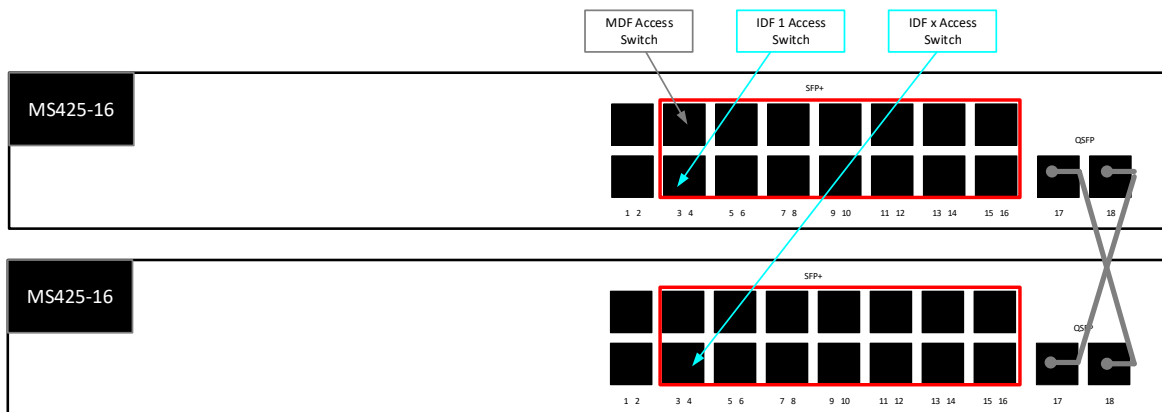


Switch ports:	HLT-MEMIL-425-IL-CS01/15
Name:	
Tags:	eg. "email-alerts phone"
Enabled:	enabled
Stacking:	disabled
RSTP:	enabled
STP guard:	disabled
PoE:	disabled
Link:	auto
Port schedule:	Unscheduled
Isolation: ⓘ	enabled
Type:	trunk
Native VLAN:	1
Allowed VLANs: ⓘ	all
Trusted: ⓘ	disabled
UDLD: ⓘ	Alert only

Cancel

Update 1 port

Here is a high-level diagram using two 16-port Cisco Meraki MS425's, being used in a GIA MDF, that were "stacked" using stacking cables. All of the ports outlined by a red square box should have port isolation enabled on:



Here is a high-level diagram using four Cisco Meraki MS350-24P being used in a hotel guest network IDF, that were "stacked" using stacking cables. All of the ports outlined by a red square box should have port isolation enabled on:



3.7 Disabling ports

All ports that are not currently in use should be disabled to prevent unwanted devices from being able to access the network. This should be done on all networks.

To disable multiple ports at once, navigate to **Switch** -> **Switch ports**, select the boxes next to all the ports needing to be disabled, click **Edit**, and under **Port enabled** select **disabled**.

4. Port Speed and Duplex

When configuring port speed and duplex on network devices, the Hilton standard is to use port speed auto and duplex auto to negotiate the terms. However, there will be certain limitations due to gaps in interoperability or service provider requirements. In these cases, requirements must be discussed to determine the most accurate speed and duplex configuration to be used on each end.

Although ports are set to auto-negotiate by default, ports can be configured explicitly from interface configuration mode in most cases if the port speed and duplex are configured otherwise or “hardcoded.” Here is an example:

Update 1 port ✕

You are modifying a switch that is bound to a profile. Changes you set will override the profile settings.

Switch ports:	HTL-MEMIL-350-IL-AS01-1/3
Name:	
Tags:	eg. "email-alerts phone"
Enabled:	enabled ▼
Stacking:	disabled ▼
RSTP:	enabled ▼
STP guard:	disabled ▼
PoE:	enabled ▼
Link:	auto ▼
Port schedule:	1Gbps (auto)
Isolation: ⓘ	100Mbps (auto)
Type:	100Mbps fdx (forced)
Native VLAN:	700
Allowed VLANs: ⓘ	100,700,1400
Trusted: ⓘ	disabled ▼
UDLD: ⓘ	Alert only ▼

Cancel Update 1 port

5. VLANs

Virtual LANs (VLANs) are used to divide the network into separate logical areas, each serving as a separate broadcast domain.

5.1 Hotel VLANs

For information about defining VLAN IDs and VLAN associations as applied to hotels, please refer to [the Hotel Network IP Addressing and VLAN Standards](#).

5.2 Corporate VLANs

VLANs can be created following the same principles at corporate offices; however, this standard may not be applicable depending on the number of network devices needed for various wiring closets and floors in the building. The [Hilton Network LAN/WAN Architecture team](#) must review before any final design decisions are made.

5.3 Management VLAN

The Management VLAN is the VLAN assigned for all switch management traffic. The default Management VLAN in Meraki switches is VLAN 1. It is a best practice not to use VLAN 1, so it is required to change it to the Management VLAN listed on the Hotel Network VLAN Standards document.

To configure this via the dashboard, under **Switch**, go to **Switch Settings**, and under **VLAN configuration**, type in the Management VLAN number and click **Save Changes** at the bottom of the page.

Here is an example where VLAN 700 was used as the Management VLAN for the network:

Switch settings

VLAN configuration

Management VLAN ⓘ

700

6.Spanning Tree

Spanning Tree Protocol (STP) is a layer two protocol that runs on switches, working to ensure a loop free topology when redundant paths are available. To ensure STP paths are deterministic, it is critical to make sure this gets configured.

To configure this via the dashboard, under **Switch**, go to **Switch Settings**, and under **STP configuration**, select the switch that has the core switch role and assign it any bridge priority that is lower than the default 32768 and click **Save Changes** at the bottom of the page.

Here is an example where 24576 was used as the bridge priority for the only core switch on the network:

STP configuration

Spanning tree protocol

Enable RSTP

STP bridge priority

STP bridge priority will determine which switch is the STP root in the network. The switch with the lowest priority will become the root (MAC address is the tie-breaker).

Switches/Stacks	Bridge priority
HLT-MEMIL-425-IL-CS01	24576
Default	32768

Set the bridge priority for another switch or stack

Here is a redundant example where 24576 was used as the bridge priority for the primary core switch and 28672 was used for the secondary core switch:

STP configuration

Spanning tree protocol

Enable RSTP

STP bridge priority

STP bridge priority will determine which switch is the STP root in the network. The switch with the lowest priority will become the root (MAC address is the tie-breaker).

Switches/Stacks	Bridge priority
HLT-MEMIL-425-IL-CS01-1	24576
HLT-MEMIL-425-IL-CS01-2	28672
Default	32768

Set the bridge priority for another switch or stack

As shown above the switch configured with the lowest priority will be the STP root. It is important that core switches maintain their status as primary and secondary root switches to maintain path predictability.

7. DHCP Snooping

DHCP snooping is used to detect and block rouge switches that connect to the network. This setting is required to be enabled on all GIA networks. It is recommended but not required to be enabled for all ADM networks.

To turn this on, navigate to **Switch -> DHCP servers & ARP**. Under the **Default DHCP server policy** select **Block DHCP servers**.

After doing this step, all DHCP servers seen by a switch will be blocked by default, including DHCP servers from the MX appliance. They will also appear in the list at the bottom. To allow a DHCP server, hover over the trusted server in the list, and at the far right click **allow**. Only trusted DHCP servers should be allowed.

DHCP servers & ARP

DHCP servers

Configure DHCP servers

DHCP servers running on layer 3 switches in this network can be configured on the [Routing and DHCP](#) page.

Email alerts

Do not send email alerts

Default DHCP server policy

Allow DHCP servers

Allow DHCP servers

Block DHCP servers

configured DHCP servers are always allowed.

Blocked DHCP servers

DHCP servers & ARP

DHCP servers

Configure DHCP servers

DHCP servers running on layer 3 switches in this network can be configured on the [Routing and DHCP](#) page.

Email alerts

Do not send email alerts

Default DHCP server policy

Block DHCP servers

Note: Switches with configured DHCP servers are always allowed.

Allowed DHCP servers

DHCP servers for the last day

Description	MAC	VLAN	Subnet	IP	Last seen*	Recent packet	Policy	
		20	10.1.0.0/24	10.1.0.1	1.8 hours	view packet	blocked	allow
		10	10.0.0.0/24	10.0.0.1	3.3 hours	view packet	blocked	

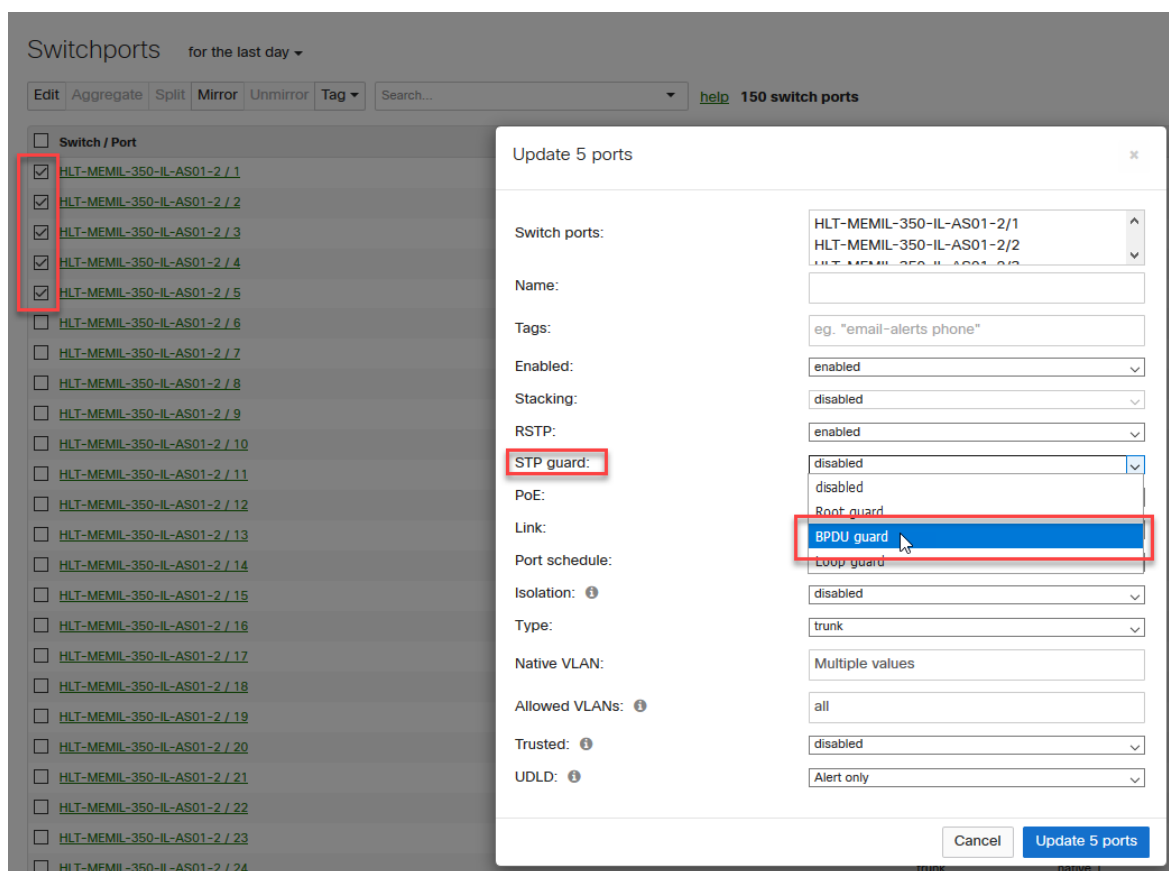
8. Port Security

8.1 BPDU Guard

BPDU guard is a feature that prevents unwanted rogue switches from being plugged into a network by disabling any port that receives BPDU data messages. This is required to be enabled on all corporate and ADM network switches. It is also highly recommended to enable this on all GIA network switches as well, but not required.

To enable BPDU guard via the dashboard, under **Switch -> Switchports**, select all ports that need BPDU guard enabled, select **edit**, and under the **STP guard** dropdown, select **BPDU guard**, and **update ports**.

Below is an example where we enabled BPDU guard on ports 1-5:



9. Access Ports

Access ports exist at the network edge, providing connectivity to various end-devices. The following sections provide the various standards for hotels and corporate offices.

9.1 Hotel Access Ports

There are a few base access port configurations for workstations, servers, printers, and IP phones. Here are the templates:

9.1.1 Workstation, Server, or Printer on the Back Office Network

Name: <Device name> - <IP address> (for a server or printer)

Isolation: Disabled

Type: Access

VLAN: <Back Office Network VLAN>

9.1.2 Point of Sale, Parking or other 3rd Party Device

Name: PoS Device (Point of Sale) or Parking Device (Parking system)

Isolation: Disabled

Type: Access

VLAN: <POS, Parking or 3rd Party VLAN>

9.1.3 IP Phone with Workstation Connected

Name: OnQ Admin device and phone

Isolation: Disabled

Type: Access

VLAN: <Back Office Network VLAN>

Voice VLAN: <Voice VLAN>

9.1.4 Server in Voice VLAN

Name: IPT Infrastructure - L2 interface

Isolation: Disabled

Type: Access

VLAN: <Voice VLAN>

9.1.5 Wireless Access Point

Name: <Access Point Name>

Isolation: Disabled

Type: Trunk

Native VLAN: <Management VLAN>

Allowed VLANs: <List of Allowed VLANs>

9.1.5.1 Location ID & Usage for Guest Room Access Points (for Wired Guest Internet deployment)

Name: GIA-RM-<Room Number>-<Location ID>

Isolation: Enabled

Type: Access

VLAN: <Guest Wired VLAN>

The ID's listed below will be used to determine the port name / label on all wired access ports serving guest rooms from via a wall plate access point

Location ID	Location	When to use
AA	Master Bedroom	For a hotel room installation that has one bedroom or the primary bedroom within a multi-bedroom suite most commonly used
BB	Living Room	For a hotel room installation that has a living room space separate from the bedroom
CC	Secondary Bedroom	For a hotel room installation with more than one bedroom, Master Bedroom is used as a location for the main bedroom
DD - HH	Tertiary Bedroom	For a hotels room installation with more than two bedrooms, use DD, EE, FF, GG, or HH. MUST be used in sequence. If more than 8 bedrooms, then continue with DE, DF, DG etc.

9.1.5.2 Location ID & Usage for Guest Room Access Points (for Connected Room Edge Controller deployment)

Name: EDGE-CRA-RM-<Room Number>-<Location ID>

Isolation: Enabled

Type: Access

VLAN: <Edge Controller VLAN>

The ID's listed below will be used to determine the port name / label on all wired access ports serving guest rooms from via a wall plate access point

Location ID	Location	When to use
AA	Master Bedroom	For a hotel room installation that has one bedroom or the primary bedroom within a multi-bedroom suite most commonly used
BB	Living Room	For a hotel room installation that has a living room space separate from the bedroom
CC	Secondary Bedroom	For a hotel room installation with more than one bedroom, Master Bedroom is used as a location for the main bedroom
DD - HH	Tertiary Bedroom	For a hotels room installation with more than two bedrooms, use DD, EE, FF, GG, or HH. MUST be used in sequence. If more than 8 bedrooms, then continue with DE, DF, DG etc.

9.1.6 Edge Controller (for Connected Room deployment)

Name: EDGE-CRA-RM-*<Room Number>*-*<Location ID>*

Isolation: Enabled

Type: Access

VLAN: *<Edge Controller VLAN>*

9.1.6.1 Location ID & Usage

The ID's listed below will be used to determine the port name / label on all wired access ports serving guest rooms

Location ID	Location	When to use
AA	Master Bedroom	For a hotel room installation that has one bedroom or the primary bedroom within a multi-bedroom suite most commonly used
BB	Living Room	For a hotel room installation that has a living room space separate from the bedroom
CC	Secondary Bedroom	For a hotel room installation with more than one bedroom, Master Bedroom is used as a location for the main bedroom
DD - HH	Tertiary Bedroom	For a hotels room installation with more than two bedrooms, use DD, EE, FF, GG, or HH. MUST be used in sequence. If more than 8 bedrooms, then continue with DE, DF, DG etc.

9.1.7 Guest Room Port on the Guest Wired Network (for GIA deployment)

Name: GIA-RM-*<Room Number>*-*<Location ID>*

Isolation: Enabled

Type: Access

VLAN: *<Guest Wired VLAN>*

9.1.7.1 Location ID & Usage

The ID's listed below will be used to determine the port name / label on all wired access ports serving guest rooms

Location ID	Location	When to use
AA	Master Bedroom	For a hotel room installation that has one bedroom or the primary bedroom within a multi-bedroom suite most commonly used
BB	Living Room	For a hotel room installation that has a living room space separate from the bedroom
CC	Secondary Bedroom	For a hotel room installation with more than one bedroom, Master Bedroom is used as a location for the main bedroom
DD - HH	Tertiary Bedroom	For a hotels room installation with more than two bedrooms, use DD, EE, FF, GG, or HH. MUST be used in sequence. If more than 8 bedrooms, then continue with DE, DF, DG etc.

9.1.8 Workstation on the Guest Wired Network

Name: *<Device name>* - Guest Wired VLAN

Isolation: Enabled

Type: Access

VLAN: *<Guest Wired VLAN>*

Note: For details about PortFast see the [PortFast](#) section.

9.2 Corporate Access Ports

The same standards apply to access ports at corporate offices. The differences are the need for more data and voice VLANs in most cases, due to the number of access switches, floors, and users, and also the port descriptions will be different since OnQ VLANs do not exist in corporate offices:

9.2.1 Workstation, Server, or Printer

Name: <Device name> - <IP address> (for a server or printer)

Isolation: Disabled

Type: Access

VLAN: <Corporate Data or Static VLAN>

9.2.2 IP Phone with Workstation Connected

Name: User data and voice access

Isolation: Disabled

Type: Access

VLAN: <Corporate Data VLAN>

Voice VLAN: <Corporate Voice VLAN>

9.2.3 Server in Voice VLAN

Name: IPT Infrastructure - L2 interface

Isolation: Disabled

Type: Access

VLAN: <Corporate Voice VLAN>

9.2.4 Wireless Access Point

Name: <Access Point Name>

Isolation: Disabled

Type: Trunk

Native VLAN: <Management VLAN>

Allowed VLANs: <List of Allowed VLANs>

9.2.5 TelePresence Video Conferencing Unit / Spark Board / Room Kits

Name: <Unit Hostname> - <IP address>

Isolation: Disabled

Type: Access

VLAN: <Corporate Voice VLAN>

Note: For details about the VLANs used in these examples, please refer back to the [VLANs](#) section. Telepresence unit VLAN placement should be taken case by case and should have QoS carefully configured as well. Please see the [Quality of Service](#) section for details.

10. Trunk Ports

Trunk ports forward tagged packets across interconnects to other switches, autonomous wireless access points, and ESX hosts, with the 802.1Q header or VLAN tags set to a given VLAN ID. Here is an example of a standard trunk port configuration:

Backbone Interconnect

Name: Uplink Port

Isolation: Disabled

Type: Trunk

Native VLAN: <Management VLAN>

Allowed VLANs: <List of Allowed VLANs>

Note: For information about grouping multiple trunks into one logical Port Channel, refer to the [Port Aggregation](#) section. Trunk ports being used for downlinks might need to have Port Isolation enabled, please refer to the [Port Isolation](#) section.

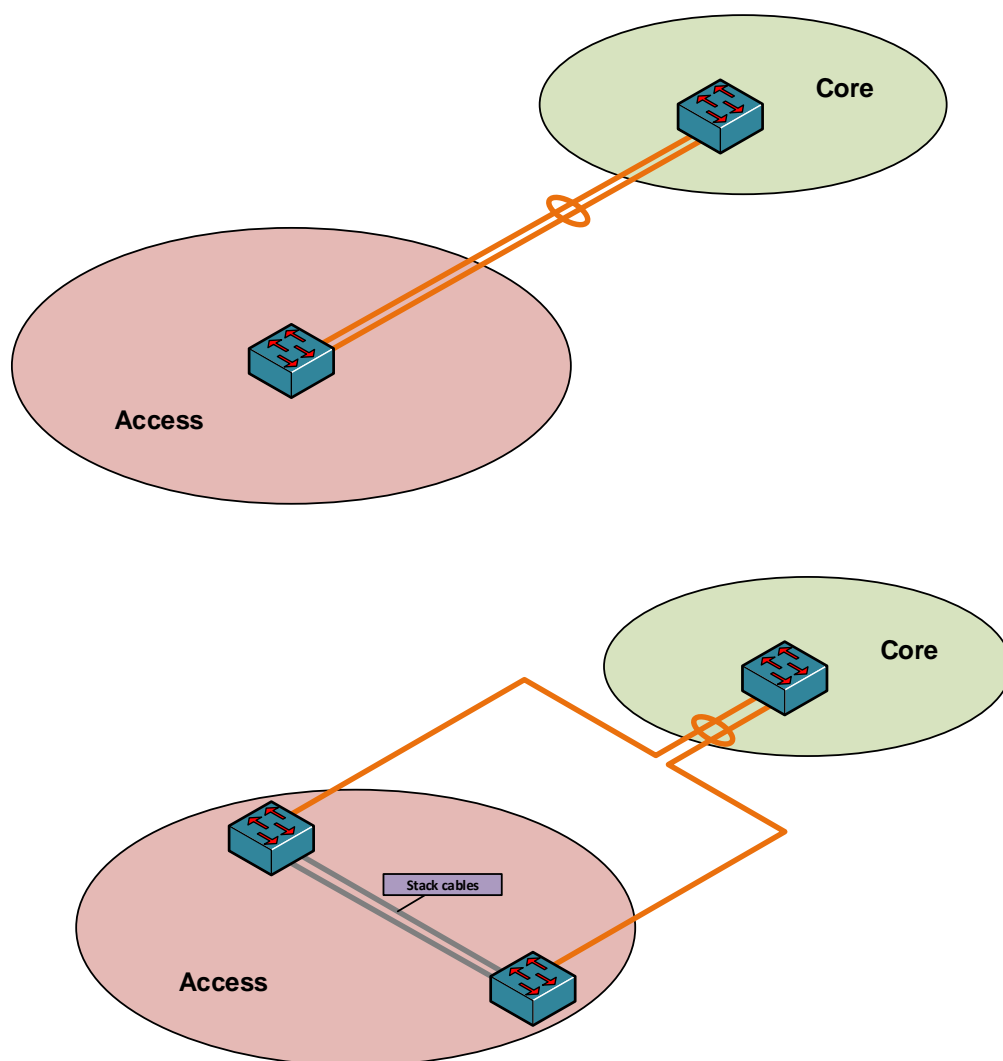
11.PortFast

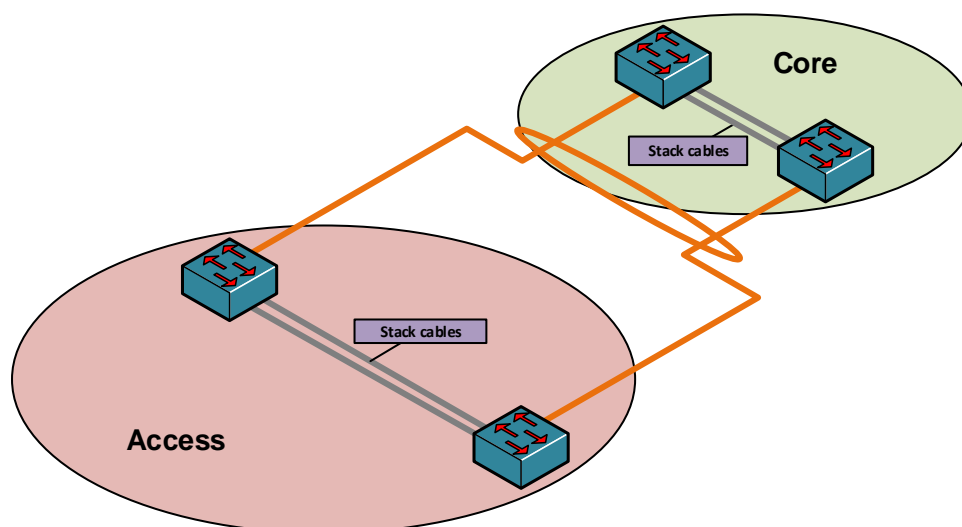
PortFast is a Spanning Tree feature used on switches to bring an access or trunk port into a forwarding state immediately from a blocking state, bypassing the listening and learning convergence states. PortFast is enabled by default on all ports configured as access ports.

12. Port Aggregation

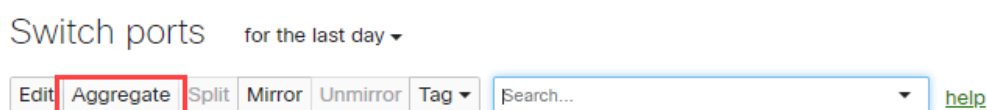
Port Aggregation is used to provide fault tolerant, high-speed links between interconnected switches. It can also be used to increase bandwidth by using multiple interconnects between access and core switches. Other benefits include load balancing across multiple interconnects in a port channel, and all interconnects in a port channel remain in a forwarding state from a Spanning Tree perspective. This flattens out the architecture, making the network more deterministic. Moreover, Port Aggregation is able to recover from an interconnect failure by redistributing traffic from a failed interconnect to another active interconnect in a port channel.

Below are the same diagrams from section [3.3](#), only now demonstrating how physical interconnects are bonded to form a logical port channel:





As mentioned in section [3.3](#) interconnects between switches should be connected to the first available SFP based port. To configure link aggregation in Meraki we need to go on the dashboard to **Switch**, then to **Switch ports**, then select the ports that will be aggregated and click on **Aggregate**. This needs to be done on both sides (core and access switch). See below:



If a stack has more than two switches, such as a stack with four switches, the two interconnects in the port channel should be connected to the first and last switch in the stack (top and bottom in the rack). One interconnect will be connected to the first switch, then the second interconnect to the last switch. The port channel configuration should be in place prior to connecting interconnects to the switches to prevent loops in the network. If more than two interconnects are needed for more capacity, approval is required from the [LAN/WAN Architecture team](#).

13. IP Addressing

The IP addressing scheme used at each location is critical not only to the hotel or corporate office the scheme is being applied to, but to the enterprise network as well. Careful planning is critical to ensure a hierarchical scheme is used at each location. Since this topic is more extensive, please refer to [the Hotel Network IP Addressing and VLAN Standards](#) for further details.

14. Combined Power

With Combined Power, the second power supply module will provide power for PoE up to its maximum rated limit, while still acting as a stand-by power supply for the switch control system. If the main power supply was to lose power, the secondary power module will ensure the switch remains powered on. This feature is only available for the MS350.

Note: Combined power is only available for switches running firmware version 11.22 or later.

To configure Combined Power, under **Switch -> Switch Settings -> Power supply settings** select **Combined power**.

Power supply settings

Default power supply settings

This setting will only apply to switches with multiple power supplies.



Redundant power

Redundant power uses a secondary power supply as a backup source of power in case of failure of the first power supply.



Combined power

Uses secondary power supply as an additive power supply to support PoE for more ports at once. This setting will only apply to [switches that support combined power](#).

If either power supply fails, PoE ports may lose power. Higher number ports will lose power first.

15. Meraki Local Status Page

Most Meraki devices have a Local Status Page (LSP) that can be accessed via a web browser to make local configuration changes, monitor device status and utilization, and perform local troubleshooting.

The default credentials are the Serial Number of the device (all upper-case with dashes) as the username, and a blank password. This should be modified to have an admin defined password. The password should **not** include the inncode or have any self-identifying aspect of the property in the password, i.e. address, hotel name, brand, etc. Please review Meraki's documentation to determine the URL/IP address needed to access the Meraki device.

The option to enable/disable the local status page is available in the Dashboard under **Network-wide > General > Device configuration**.

Note: The Meraki LSP is enabled by default and needs to be disabled as soon as a network installation is complete.

16. MX Security Appliance Configuration

The MX Security Appliance will be used as the default gateway for the Hotel Guest Networks. The following describes the main items that need to be configured.

16.1 Internet (WAN) Ports

Internet (WAN) port 1 will be used as the main uplink port connected to the ISP equipment. A copper SFP will be needed to connect the MX Security Appliance via copper. We have the option of configuring the public IP using DHCP or static IPs. It is recommended to use DHCP.

16.2 Addressing & VLANs

The MX Security Appliance will use the first available IP address for every subnet that gets configured on the unit. Please refer to the other sections that describe the IP addressing and VLANs needed to be used. Please make sure to remove VLAN 1.

16.3 DHCP

The MX Security Appliance will be used to provide DHCP to any subnet that gets configured on the unit.

16.4 Firewall

The MX Security Appliance performs routing by default, so for Hotel Guest Networks it is very important to configure firewall rules between the subnets to restrict layer 3 communication (unless it is required). Here is an example showing how to restrict communication between the subnets 192.168.170.0/24 and 192.168.100.0/24:

Firewall

Layer 3

Inbound rules

Inbound traffic will be restricted to the services and forwarding rules configured below.

Outbound rules

#	Policy	Protocol	Sources	Src port	Destinations	Dst port	Comment	Actions
1	Deny	Any	192.168.100.0/24	Any	192.168.170.0/24	Any		
2	Deny	Any	192.168.170.0/24	Any	192.168.100.0/24	Any		
	Allow	Any	Any	Any	Any	Any	Default rule	

[Add a rule](#)

16.5 AMP (Advanced malware protection)

The MX Security Appliance will inspect and potentially block HTTP-based file downloads based on the disposition received from the AMP cloud. If the MX receives a disposition of **malicious** for the file download, it will be blocked.

To enable AMP under **Security & SD-WAN** select **Threat protection**. In the **Advanced Malware Protection (AMP)** section, select **Enabled** in the Mode dropdown.

Please refer to the below screenshot for enabling AMP.

 Search Dashboard

Threat protection

Advanced Malware Protection (AMP)

Mode ⓘ	Enabled ▼
Allow list URLs ⓘ	There are no URLs on the Allow list. Add a URL to the Allow list
Allow list files	There are no files on the Allow list. Add a file to the Allow list

Note: AMP should only be enabled on ADM networks.

Note: AMP is not available for networks based in China.

16.6 Threat Protection and Prevention

Threat protection is used to block malicious packets by using the SNORT intrusion detection engine.

To enable Threat Protection, under **Security & SD-WAN** select **Threat protection**. In the **Intrusion detection and prevention** section, select **Prevention** in the mode dropdown. Select **Security** in the Ruleset dropdown.

Please refer to the below screenshot for enabling threat protection and prevention.

Intrusion detection and prevention

Mode ⓘ	Prevention ▼
Ruleset ⓘ	Security ▼
Allow list rules ⓘ	There are no IDS rules on the Allow list. Add an IDS rule to Allow list

Note: The Threat Protection and Prevention options should only be enabled on ADM networks

17. Syslog server

Syslog is a way for network devices to send event messages to a logging server. The following should be added to all ADM networks and **ONLY** applies to the ADM networks.

To configure both syslog servers, go to **Network-wide, General**, and scroll down to the **Reporting** section, click **Add a syslog server**. Enter the IP **10.85.199.13** and port **1514**, and select the appropriate roles.

Logging

Syslog servers

Server IP	Port	Roles	Actions
10.85.199.13	1514	Switch event log x	X

Add a syslog server

18. Access Policies

These access policies below are typically applied to ports on access-layer switches, to prevent unauthorized devices from connecting to the network. The following should be added to **ONLY** franchise property networks and **ONLY** applies to the ADM networks.

18.1 Authenticating Ports

The critical authentication VLAN can be used to provide network connectivity to client devices connecting on switchports controlled by an access-policy when all the RADIUS servers for that policy are unreachable or fail to respond to the authentication request on time.

Region	IP Address	Authenticating Port	Accounting Port
North America	13.90.229.234	10474	10475
EMEA	52.232.122.157	10394	10395

Access policies

Name

Portnox

Authentication method

my RADIUS server

RADIUS servers

#	Host	Port	Secret	Actions
1	13.90.229.234	10474	<div><div></div><div></div></div> <div>Test</div>

Add a server

RADIUS testing

RADIUS testing disabled

RADIUS CoA support

RADIUS CoA disabled

RADIUS accounting

RADIUS accounting enabled

RADIUS accounting servers

#	Host	Port	Secret	Actions
1	13.90.229.234	10475	<div><div></div><div></div></div> <div>Test</div>

Add a server

RADIUS attribute specifying group policy name

None

Host Mode

Multi-Host

Access policy type

Hybrid authentication

☐ Increase access speed

Enabling this option will make switches execute 802.1X and MAC-bypass authentication simultaneously so that clients authenticate faster. However, it will increase load on your RADIUS servers.

Guest VLAN

Failed Auth VLAN

BETA

Re-authentication Interval

BETA

86400

Critical Auth VLAN

BETA

Data	Voice
15	

Suspend Port Bounce

BETA

Disabled

Voice VLAN clients

Require authentication

URL redirect walled garden

Walled garden is disabled

Systems Manager enrollment:

Systems Manager Enrollment disabled

****GIS will provide "shared secret" when requested**

19. Quality of Service

Quality of Service is a technique used on network devices to manage delay, delay variation (or jitter), bandwidth, and packet loss. It is leveraged to provide improved service during periods of contention, ensuring end-to-end delivery of critical network traffic.

To configure QoS on the Meraki dashboard, we need to go to **Switch**, then click on **Switch settings** and configure it per the screen shot below:

Quality of service

Quality of service

QoS allows for prioritization traffic within the network. The Differentiated Services Code Point (DSCP) bits in the packet header are set to inform the switches which Class-of-Service (CoS) queue should be used.

	VLAN	Protocol	Source port ⓘ	Destination port ⓘ	DSCP Edit DSCP to CoS map	
1	Any	Any ▾			Trust incoming DSCP ▾	<div>⊕ ✕</div>

[Add a QoS rule for this network](#)

20. Appendix

20.1 Network Architecture Contacts

Inquiry	Contact
LAN Switch configuration – Americas	#Global-Network-LAN-Architecture-Americas@hilton.com
WAN Router configuration – Americas	#Global-Network-WAN-Architecture-Americas@hilton.com
LAN Switch configuration – International	#Global-Network-LAN-Architecture-International@hilton.com
WAN Router configuration – International	#Global-Network-WAN-Architecture-International@hilton.com

20.2 Standard Device Software

For further information about standard IOS images please reference the “Meraki Software Standards” document.

20.3 Standard Device Hardware

For further information about the standard hardware devices, please reference the “Corporate and Hotel Meraki Network Hardware Standards” document.

Corporate & Hotel Meraki Network Hardware Standards

Global Network Engineering

Document Version Control

Date	History	Editor	Version
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06/27/2018	Reviewed Draft	Nic Penny	Draft
06/27/2018	Moved to Live Status	Bryan Segura	1.0
09/25/2018	Added MS350-24, MS350-24P, MS350-48 and MS350-48FP switches to the standard, made redundant power supplies mandatory for all PoE switches and added the requirement to use stacking cables and disable the stacking ports	Bryan Segura	1.1
2/26/2019	Added the MS120-8FP-HW and MS120-8-HW switches to the standard, along with the required accessories, and updated the SFP+ Distances. Updated the license for the MS350-24-HW and MS350-48-HW.	Brandon Henning	1.2
4/17/2019	Added caveats for the location that the 8-port switch can be used.	Brandon Henning	1.3
10/14/2019	Added MV-22 to the standard.	Brandon Henning	1.4
7/1/2020	Updated MS350 and MS120 license tables for ADM vs. GIA deployments	Nic Penny	1.5
1/14/2021	Added camera MV32-HW	Virginia McGinnis	1.6
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5/10/2021	MS390 Hardware Requirements	Virginia McGinnis	1.8
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12/20/2021	Added MX67	Bryan Segura	2.2

Approval for Distribution

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1. Background

This document provides an overview for Hilton Corporate and Hotel Meraki Network Hardware Standards. It is to be used as a guide to determine the best possible hardware solutions for corporate offices and hotels. It is also a roadmap for hardware refresh projects, when replacing end of life hardware, and building out new designs. Any hardware design decisions made outside the guidelines in this document are to be reviewed by appropriate elements comprised of [Hilton's Global Hilton's Network Engineering LAN/WAN/Security/Wireless Architecture Teams](#).

1.1.1 UnoNet Vendor Addendum

This Addendum, CHN-2021213-001 goes into effect on 12 August 2021. The addendum shall serve as additional documentation of program details that are specific only to China.

2. Switches

The following sections break out the different Hilton standard network switch models; describe their functions, and how they fit into Hilton's architecture.

Core Switches

The following switches are primarily used for backbone interconnectivity at offices and hotels with multiple downstream access switches:

Type of Implementation	Switch Model	Licensing	Network	SFP+ Interfaces	Redundant PSU Required
Fiber Core	MS425-16-HW	LIC-MS425-16-1YR*	GIA	16	Yes
	MS425-16-HW	LIC-MS425-16-3YR*	GIA	16	Yes
	MS425-16-HW	LIC-MS425-16-5YR	GIA/ADM	16	Yes
	MS425-32-HW	LIC-MS425-32-1YR*	GIA	32	Yes
	MS425-32-HW	LIC-MS425-32-3YR*	GIA	32	Yes
	MS425-32-HW	LIC-MS425-32-5YR	GIA/ADM	32	Yes
Small Core	MS350-24-HW	LIC-MS350-24-1YR*	GIA	4	Yes
	MS350-24-HW	LIC-MS350-24-3YR*	GIA	4	Yes
	MS350-24-HW	LIC-MS350-24-5YR	GIA	4	Yes
	MS350-24-HW	LIC-MS350-24-7YR	ADM	4	Yes
	MS350-48-HW	LIC-MS350-48-1YR*	GIA	4	Yes
	MS350-48-HW	LIC-MS350-48-3YR*	GIA	4	Yes
	MS350-48-HW	LIC-MS350-48-5YR	GIA	4	Yes
	MS350-48-HW	LIC-MS350-48-7YR	ADM	4	Yes
	MS390-24-HW**	LIC-MS390-24E-1YR*	GIA	2/4 (modular)	Yes
	MS390-24-HW**	LIC-MS390-24E-3YR*	GIA	2/4 (modular)	Yes
	MS390-24-HW**	LIC-MS390-24E-5YR	GIA	2/4 (modular)	Yes
	MS390-24-HW**	LIC-MS390-24E-7YR	ADM	2/4 (modular)	Yes
	MS390-48-HW**	LIC-MS390-48E-1YR*	GIA	2/4 (modular)	Yes
	MS390-48-HW**	LIC-MS390-48E-3YR*	GIA	2/4 (modular)	Yes
	MS390-48-HW**	LIC-MS390-48E-5YR	GIA	2/4 (modular)	Yes
	MS390-48-HW**	LIC-MS390-48E-7YR	ADM	2/4 (modular)	Yes

*Please contact Guest Facing Technology & Global Network Engineering at
GFT_team@hilton.com &
#Global-Network-LAN-Architecture-Americas@hilton.com
before quoting any product from the MS390 platform.*

- *** ALL ADMIN (ADM) HARDWARE IS REQUIRED TO BE ORDERED WITH A 7YR LICENSE
- *** ALL GUEST INTERNET (GIA) HARDWARE IS REQUIRED TO BE ORDERED WITH A 5YR LICENSE (unless requirements above are met for a different licensing term)
- * One year and three-year license may only be purchased for GIA use and only for a per device license organization. If unsure the status of the organization you are in, please contact GFT and GNE.
- **Stacking Cables and uplink modules are **not** included for MS390 switches and must be ordered separately.
- All the Meraki core switches have a 1RU form factor. These switches require SFP+ transceivers for each port to interconnect access switches.
- Secondary power supplies **are required** for all PoE switches for the GIA (guest networks). Secondary power supplies are **not required but recommended** for PoE switches for the ADM (back office) network.
- One 0.5m stacking cable is included with every MS350 switch.

Please see the corresponding [Accessories](#) section for SFP+ details, stacking hardware, Twinax cable part numbers and additional hardware build information. Twinax cable part numbers and additional hardware build information.

Fixed Access Switches

The following switches are primarily used for end-device access connectivity at offices and hotels:

Type of Implementation	Switch Model	Licensing	Network	Redundant PSU Required
PoE (Access Points and/or IP Phones and/or Edge Controllers)	MS350-24P-HW*	LIC-MS350-24P-7YR	ADM	Yes
	MS350-24P-HW*	LIC-MS350-24P-1YR*	GIA	Yes
	MS350-24P-HW*	LIC-MS350-24P-3YR*	GIA	Yes
	MS350-24P-HW*	LIC-MS350-24P-5YR	GIA	Yes
	MS350-48FP-HW*	LIC-MS350-48FP-7YR	ADM	Yes
	MS350-48FP-HW*	LIC-MS350-48FP-1YR*	GIA	Yes
	MS350-48FP-HW*	LIC-MS350-48FP-3YR*	GIA	Yes
	MS350-48FP-HW*	LIC-MS350-48FP-5YR	GIA	Yes
	MS390-24P-HW**	LIC-MS390-24E-7YR	ADM	Yes
	MS390-24P-HW**	LIC-MS390-24E-1YR*	GIA	Yes
	MS390-24P-HW**	LIC-MS390-24E-3YR*	GIA	Yes
	MS390-24P-HW**	LIC-MS390-24E-5YR	GIA	Yes
	MS390-48P-HW**	LIC-MS390-48E-7YR	ADM	Yes
	MS390-48P-HW**	LIC-MS390-48E-1YR*	GIA	Yes
	MS390-48P-HW**	LIC-MS390-48E-3YR*	GIA	Yes
	MS390-48P-HW**	LIC-MS390-48E-5YR	GIA	Yes
Non-PoE (Workstation Access)	MS350-24-HW*	LIC-MS350-24-7YR	ADM	No
	MS350-24-HW*	LIC-MS350-24-1YR*	GIA	No
	MS350-24-HW*	LIC-MS350-24-3YR*	GIA	No
	MS350-24-HW*	LIC-MS350-24-5YR	GIA	No
	MS350-48-HW*	LIC-MS350-48-7YR	ADM	No
	MS350-48-HW*	LIC-MS350-48-1YR*	GIA	No
	MS350-48-HW*	LIC-MS350-48-3YR*	GIA	No
	MS350-48-HW*	LIC-MS350-48-5YR	GIA	No
	MS390-24-HW**	LIC-MS390-24E-7YR	ADM	No
	MS390-24-HW**	LIC-MS390-24E-1YR*	GIA	No
	MS390-24-HW**	LIC-MS390-24E-3YR*	GIA	No
	MS390-24-HW**	LIC-MS390-24E-5YR	GIA	No
	MS390-48-HW**	LIC-MS390-48E-7YR	ADM	No
	MS390-48-HW**	LIC-MS390-48E-1YR*	GIA	No
	MS390-48-HW**	LIC-MS390-48E-3YR*	GIA	No
	MS390-48-HW**	LIC-MS390-48E-5YR	GIA	No

Special Cases	MS350-24X-HW	LIC-MS350-24X-1YR *	n/a	Yes
	MS350-24X-HW	LIC-MS350-24X-3YR *	n/a	Yes
	MS350-24X-HW	LIC-MS350-24X-5YR	n/a	Yes
	MS390-24UX-HW	LIC-MS390-24E-1YR*	n/a	Yes
	MS390-24UX-HW	LIC-MS390-24E-3YR*	n/a	Yes
	MS390-24UX-HW	LIC-MS390-24E-5YR	n/a	Yes
	MS390-48UX-HW	LIC-MS390-48E-1YR*	n/a	Yes
	MS390-48UX-HW	LIC-MS390-48E-3YR*	n/a	Yes
	MS390-48UX-HW	LIC-MS390-48E-5YR	n/a	Yes

Please contact Guest Facing Technology & Global Network Engineering at GFT_team@hilton.com & Global-Network-LAN-Architecture-Americas@hilton.com before quoting any product from the MS390 platform.

- * One year and three-year license may only be purchased for GIA use and only for a per device license organization. If unsure the status of the organization you are in, please contact GFT and GNE.
- One 0.5m stacking cable is included with every MS350 switch.
- *** ALL ADMIN (ADM) HARDWARE IS REQUIRED TO BE ORDERED WITH A 7YR LICENSE
- *** ALL GUEST INTERNET (GIA) HARDWARE IS REQUIRED TO BE ORDERED WITH A 5YR LICENSE (unless requirements above are met for a different licensing term)
- **Stacking Cables and uplink modules are **not** included for MS390 switches and must be ordered separately
- All the Meraki access switches have a 1RU form factor. SFP+ transceivers are a requirement for interconnectivity to upstream core switches.
- Secondary power supplies **are required** for all PoE switches for the GIA (guest networks). Secondary power supplies are **not required but recommended** for PoE switches for the ADM (back office) network.

Please see the corresponding Accessories sections for the [MS390](#) and [MS350](#) for SFP/SFP+ details, stacking hardware, Twinax cable part numbers and additional hardware build information. and additional hardware build information.

Compact Switches

The following switches are primarily used for a small number of end-device access connectivity at offices and hotels:

Type of Implementation	Switch Model	Licensing	Network	Redundant PSU Required
PoE (Access Points and/or IP Phones and/or Edge Controllers)	MS120-8FP-HW	LIC-MS120-8FP-7YR	ADM	N/A
	MS120-8FP-HW	LIC-MS120-8FP-1YR *	GIA	N/A
	MS120-8FP-HW	LIC-MS120-8FP-3YR*	GIA	N/A
	MS120-8FP-HW	LIC-MS120-8FP-5YR	GIA	N/A
Non-PoE (Workstation access)	MS120-8-HW	LIC-MS120-8-7YR	ADM	N/A
	MS120-8-HW	LIC-MS120-8-1YR *	GIA	N/A
	MS120-8-HW	LIC-MS120-8-3YR *	GIA	N/A
	MS120-8-HW	LIC-MS120-8-5YR	GIA	N/A

- * One year and three-year license may only be purchased for GIA use and only for a per device license organization. If unsure the status of the organization you are in, please contact GFT and GNE.
- One 0.5m stacking cable is included with every MS350 switch.
- *** ALL ADMIN (ADM) HARDWARE IS REQUIRED TO BE ORDERED WITH A 7YR LICENSE
- *** ALL GUEST INTERNET (GIA) HARDWARE IS REQUIRED TO BE ORDERED WITH A 5YR LICENSE (unless requirements above are met for a different licensing term)
- SFP transceivers are a requirement for interconnectivity to upstream core switches.
- One 1G SFP uplink is included with every MS120 switch.
 - ***The MS120 does not support 10G Uplinks***
- These switch models do **NOT** support redundant power supplies or backplane stacking.
- *** THE ONLY TIME A 1G SFP UPLINK MAY BE USED IS WHEN CONNECTING A MS120 TO A CORE SWITCH. ***
- *** THE 8-PORT SWITCHES SHOULD ONLY BE USED INSIDE GUEST ROOMS, CABANAS, OR CONDOS. IT CANNOT BE USED IN PUBLIC AREAS SUCH AS HALLWAYS, LOBBIES, ETC. ***

Please see the corresponding [Accessories](#) section for SFP details, stacking hardware, Twinax cable part numbers and additional hardware build information.

3. Security Appliances

The following sections break out the different Hilton standard security appliances. It also describes their functions, and how they fit into Hilton's architecture.

Hotel Security Appliances

The following Security Appliances listed are primarily used as a gateway for all hotel networks, including the Guest network:

Appliance Model	Licensing	Hotel Size	Firewall Throughput	VPN Throughput	Recommended Clients
MX67-HW	LIC-MX67-SDW-5Y	N/A	450 Mbps	200 Mbps	<50
MX105-HW	LIC-MX105-SEC-1YR*	Small	3 Gbps	1 Gbps	< 750
MX105-HW	LIC-MX105-SEC-3YR*	Small	3 Gbps	1 Gbps	< 750
MX105-HW	LIC-MX105-SEC-5YR	Small	3 Gbps	1 Gbps	< 750
MX250-HW	LIC-MX250-SEC-1YR*	Medium	4 Gbps	1 Gbps	< 2,000
MX250-HW	LIC-MX250-SEC-3YR*	Medium	4 Gbps	1 Gbps	< 2,000
MX250-HW	LIC-MX250-SEC-5YR	Medium	4 Gbps	1 Gbps	< 2,000
MX450-HW	LIC-MX450-SEC-1YR*	Large	6 Gbps	2 Gbps	< 10,000
MX450-HW	LIC-MX450-SEC-3YR*	Large	6 Gbps	2 Gbps	< 10,000
MX450-HW	LIC-MX450-SEC-5YR	Large	6 Gbps	2 Gbps	< 10,000
vMX-L	LIC-VMX-L-ENT-5Y	N/A	N/A	1 Gbps	N/A

The listed Meraki MX Security Appliances come standard with the Advanced Security license, enabling the latest encryption standards for VPN security, Stateful Firewall, Advanced Malware Protection, Content Filtering, Intrusion detection / prevention and other features.

- * One year and three-year license may only be purchased for GIA use and only for a per device license organization. If unsure the status of the organization you are in, please contact GFT and GNE.
- *** ALL GUEST INTERNET (GIA) HARDWARE IS REQUIRED TO BE ORDERED WITH A 5YR LICENSE (unless requirements above are met for a different licensing term)
- MX67 and vMX appliances can only be used for ADM networks. MX67 comes with the Secure SD-WAN Plus license which includes all advanced security features plus Advanced analytics with ML Smart, SaaS quality of experience, and tag-based segmentation.

Please see the corresponding [Accessories](#) section for additional hardware build information.

4. Access Points

The following sections break out the different Hilton standard Access Points. It also describes their functions, and how they fit into Hilton's architecture. *For more information regarding guest internet access standards, please refer to the [Hilton Global Guest Internet Access Standards](#) document.*

Access Point Licensing Information

AP Model	Licensing
Meraki MR Enterprise License	LIC-ENT-1YR*
Meraki MR Enterprise License	LIC-ENT-3YR *
Meraki MR Enterprise License	LIC-ENT-5YR

- * One year and three-year license may only be purchased for GIA use and only for a per device license organization. If unsure the status of the organization you are in, please contact GFT and GNE.
- *** **ALL GUEST INTERNET (GIA) HARDWARE IS REQUIRED TO BE ORDERED WITH A 5YR LICENSE (unless requirements above are met for a different licensing term)**

1. Wi-Fi 5 & 6 Background

Hilton requires the exclusive use of Cisco Meraki 802.11ac Wave 2 AP's or 802.11ax WiFi 6 in all areas that are covered by Wi-Fi. This requirement is applicable to Hilton's Family of Brands globally and without exception. APs are for all areas including, but not limited to, all public, indoor, outdoor, Heart of Hilton, and meeting space/areas indoors and/or outdoors. Each AP is required to have a dedicated scanning radio for WIDS/WIPS, BLE radios and secure mounting brackets. **Do not mix WiFi 5 & WiFi 6 AP's, except as noted in this document.**

A physical controller /appliance is not required on premise with Meraki AP's. The Meraki Cloud Controller features centralized management and eliminates the need for costly on-site hardware controllers which constantly require upgrades, power, and rack space. The Meraki Cloud Controller offers superior network-wide visibility, control and is massively scalable. The wireless network traffic does not pass through the cloud controller, so the network stays up even if the connection to the cloud is lost. Some of its key features include automatic RF optimization, network monitoring and alerting that include seamless over-the-web firmware and security updates that continually protects our guests, our hoteliers, and Hilton from emerging threats.

All newly purchased AP's will ship with their standard mounting brackets and accessories. It may be necessary to purchase additional mounting hardware and accessories based upon each property's unique needs. Use the vendor AP accessories in the table found [here](#) when needed for mounting AP's and when specifying external antennae for [external antenna model AP's](#).

2. WiFi 5 - 802.11ac Wave 2

WiFi 5 AP are used, primarily, in legacy designs and deployments. There is a limited supply, with the exception of the MR30H, the last day to place order for WiFi 5 was 21 July 2021. Please click here for the [details on End of Sale Announcement](#).

AP Model	Device Type Family	Intended Purpose
MR30H	AP, Wall Plate, Indoor use	In Room Wireless
MR33 ^{1,5}	AP, Traditional Style, Indoor use	In Room Wireless – Group 2 Countries or for additional coverage
MR42/42E ^{2,4}	AP, Traditional Style, Indoor use	In Room Wireless, Hallway Coverage and low capacity areas only
MR52/53/53E ^{2,4}	AP, Traditional Style, Indoor use	Lobbies Public Space and Gathering areas
MR52/53/53E ²	AP, Traditional Style, Indoor use	Conference facilities
MR84 ^{3,4}	AP, Traditional Style, Outside use	High-density outdoor, garages, etc.
MR74 ^{3,4}	AP, Traditional Style, Outside use	Low-density outdoor, garages, etc.

- ¹ Primarily for use in Group 2 countries in room lieu of Wall Plate. Can also be used to supplement coverage in large rooms in rest of world. Ensure your predictive RF design model and validation survey accurately represent the actual physical AP deployment scenario and assumptions prior to ordering equipment
- ² Uses external antennae for indoor and are to be used as indicated in areas where directional coverage is needed.
- ³ Uses only outdoor external antennae for ruggedized APs only.
- ⁴ Do not use 3rd Party Antennae unless you have received a waiver from Hilton to do so.
- ⁵ Can be used in lieu of or in addition to a wall plate, worldwide, within guest rooms. AP Model determined by use case

WiFi 6 - 802.11ax

WiFi 6 is mandatory for all designs and deployments beginning June 1, 2021. Ensure your RF design model and validation survey accurately represent the actual physical AP deployment scenario and assumptions prior to ordering equipment

AP Model	Device Type Family	Intended Purpose
TBD	AP, Wall Plate, Indoor use WiFi 6	In-Room Wireless (WiFi 6 Wall Plate not available yet, use MR30H)
MR36 ^{1,5}	AP, Traditional Style, Indoor use	In-Room Wireless ⁵ , Hallways
MR44 ⁵	AP, Traditional Style, Indoor use	In-Room Wireless ⁵ , Hallways Lobbies, Public Space, Gathering Areas
MR46 ⁵	AP, Traditional Style, Indoor use	In-Room Wireless ⁵ , Lobbies, Public Space, Gathering Areas
MR46E ^{2,4}	AP, Traditional Style, Indoor use	Lobbies, Public Space, Gathering Areas, anywhere directional is needed
MR46/46E	AP, Traditional Style, Indoor use	Conference facilities MVP
MR56	AP, Traditional Style, Indoor use	Anywhere, upon property request
MR76 ^{3,4,5}	AP, Traditional Style, Outside use	Low-density outdoor, pools, garages, breezeways (IP67 Rated)
MR86 ^{3,4,5}	AP, Traditional Style, Outside use	High-density outdoor, pools, garages, breezeways (IP67 Rated)

1. Primarily for use in Group 2 countries in room lieu of Wall Plate. Can also be used to supplement coverage in large rooms in rest of world. Ensure your predictive RF design model and validation survey accurately represent the actual physical AP deployment scenario and assumptions prior to ordering equipment
2. Uses external antennae for indoor and are to be used as indicated in areas where directional coverage is needed.
3. Uses only outdoor external antennae for ruggedized APs only.
4. Do not use 3rd Party Antennae unless you have received a waiver from Hilton to do so.
5. Can be used in lieu of or in addition to a wall plate, worldwide, within guest rooms. AP Model determined by use case.

WiFi 6 Access Point Details

WiFi 6 AP	Radio Chain	Ant Gain 2.4/5.0GHz	PoE	WAN	Op Temp	WFA Cert	Ekaha u	Size	Weight	Warranty
MR36	2x2:2	5.4 / 6dBi	802.3af	1Gbps	32 °F to 104 °F (0 °C to 40 °C)	MR36 Cert	Yes	9.84" x 4.72" x 1.42" (25 cm x 12 cm x 3.6 cm)	17.35oz (492g)	Lifetime
MR44	4x4:4 2x2:2 ¹	5.1 / 5.9dBi	802.3at ¹	1 / 25Gbps ¹	32 °F to 104 °F (0 °C to 40 °C)	MR44 Cert	Yes	12.05" x 5.06" x 1.74" (30.6 cm x 12.84 cm x 4.43 cm)	26.07oz (739g)	Lifetime
MR46	4x4:4	5.4 / 6dBi	802.3at ³	1 / 2.5Gbps	32 °F to 104 °F (0 °C to 40 °C)	MR46 Cert	Yes	12.05" x 5.06" x 1.74" (30.6 cm x 12.84 cm x 4.426 cm)	28.22oz (800g)	Lifetime
MR46E	4x4:4	N/A ²	802.3at ³	1 / 2.5Gbps	32 °F to 104 °F (0 °C to 40 °C)	MR46E Cert	Yes	9.84" x 4.72" x 1.42" (30.72 cm x 15.62 cm x 3.49 cm)	29.98oz (850g)	Lifetime
MR56	8x8:8 4x4:4	5.4 / 6dBi	802.3at ³	1 / 2.5 / 5Gbps	32 °F to 104 °F (0 °C to 40 °C)	MR56 Cert	Yes	12.83" x 5.54" x 1.76" (32.6 cm x 14.079 cm x 4.47 cm)	35.27oz (1Kg)	Lifetime
MR76	2x2:2	N/A ²	802.3af ³	1Gbps	-40 °F to 131 °F (-40 °C to 55 °C)	MR76 Cert	Yes	11.81" x 6.02" x 2.16" (30.0 cm X 15.3 cm X 5.5 cm)	47.26oz (1.34Kg)	1 Year
MR86	4x4:4	N/A ²	802.3at ³	1 / 2.5Gbps	-40 °F to 131 °F (-40 °C to 55 °C)	MR86 Cert	Yes	11.81" x 6.02" x 2.16" (30.0 cm X 15.3 cm X 5.5 cm)	47.26oz (1.77Kg)	1 Year

- ¹. Review datasheet before deploying for specifics.
- ². Review Antennae Data Sheet for gain.
- ³. 802.3at power is required. AP will not operate without

External Antenna Models

Indoor Antenna Models	Link	WiFi5 (nac)	WiFi 6 (nax)
MA-ANT-3-A1, A5, & A6*	Data Sheet	MR42E & MR53E	A6: MR46
MA-ANT-3-B1, B5, & B6*	Data Sheet	MR42E & MR53E	B6: MR46
MA-ANT-3-C5 & C6	Data Sheet	C5 MR42E C6 MR53E	C6: MR46
MA-ANT-3-D5 & 6	Data Sheet	D5: MR42E D6: MR53E	D6: MR46
MA-ANT-3-E5 & 6	Data Sheet	E5: MR42E E6: MR53E	E6: MR46
MA-ANT-3-F5 & 6	Data Sheet	F5: MR42E F6: MR53E	F6: MR46

Outdoor Antenna Models	Link	WiFi 5 (nac)	WiFi 6 (nax)
MA-ANT-20 (Dual)	Data Sheet	MR74 & MR84	MR76
MA-ANT-21 (5GHz)	Data Sheet	MR74 & MR84	MR76
MA-ANT-23 (2.4GHz)	Data Sheet	MR74	MR76
MA-ANT-25 (Dual)	Data Sheet	MR74 & MR84	MR76
AIR- ANT2513P4M-N (Dual)	Data Sheet	MR84	MR86

5. Cameras

The following section breaks out the different Hilton standard network camera models; describe their functions, and how they fit into Hilton’s architecture.

Corporate Office Cameras

The following camera can be used in networking closets such as an MDF and IDF.

Camera Model	Licensing
MV22-HW	LIC-MV-5YR
MV32-HW	LIC-MV-5YR

Note: Meraki Cameras are only allowed in public areas at corporate office locations, not hotels.

6. Accessories

Each switch will need parts ordered in certain situations depending on requirements. The following sections outline the standard parts for each switch. Some parts may be found under all switches depending on compatibility.

Meraki MS425

Modules

Part Number	Description	Notes
MA-PWR-250WAC	Meraki - 250-Watt Power Supply	Secondary PSU must be requested with the order.
MA-SFP-1GB-TX	Meraki - 1 GbE SFP Copper Module	Needed for routers or any other device that interconnects via copper.
MA-SFP-10GB-SR	Meraki - 10 GbE SFP+ SR Fiber Transceiver	Needed for switch interconnects. See Appendix for distance information.
MA-SFP-10GB-LR	Meraki - 10 GbE SFP+ LR Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.
MA-SFP-10GB-LRM	Meraki - 10 GbE SFP+ LRM Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Notes
MA-CBL-40G-50CM	Meraki - Stacking Cable (0.5m)	Stacking cable must be requested with the order.
MA-CBL-40G-1M	Meraki - Stacking Cable (1m)	Optional (longer cable). Useful when switches cannot be stacked tightly.
MA-CBL-40G-3M	Meraki - Stacking Cable (3m)	Optional (longer cable). Useful when switches cannot be stacked tightly.
MA-CBL-TA-1M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (1m)	Needed to interconnect switches in the same MDF, due to port isolation limitation. Also, useful to connect MX security appliance to MS425 switches.
MA-CBL-TA-3M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (3m)	Needed to interconnect switches in the same MDF, due to port isolation limitation. Also, useful to connect MX security appliance to MS425 switches (longer cable).
MA-PWR-CORD-US	Meraki - Power Cord (US Plug)	Included by default.
MA-PWR-CORD-EU	Meraki - Power Cord (EU Plug)	N/A
MA-PWR-CORD-UK	Meraki - Power Cord (UK Plug)	N/A
MA-PWR-CORD-AU	Meraki - Power Cord (AU Plug)	N/A
MA-PWR-CORD-IN	Meraki - Power Cord (India Plug)	N/A
MA-PWR-CORD-CN	Meraki - Power Cord (China Plug)	N/A
MA-PWR-CORD-BR	Meraki - Power Cord (Brazil Plug)	N/A
MA-PWR-CORD-AR	Meraki - Power Cord (Argentina Plug)	N/A

Meraki MS350

Modules

Part Number	Description	Notes
MA-PWR-250WAC	Meraki - 250-Watt Power Supply for MS350-24 & MS350-48	Secondary PSU must be requested with the order if the switch will be used as a small core.
MA-PWR-640WAC	Meraki - 640-Watt Power Supply for MS350-24P	Secondary PSU must be requested with the order.
MA-PWR-1025WAC	Meraki - 1025-Watt Power Supply for MS350-24X and MS350-48FP	Secondary PSU must be requested with the order.
MA-SFP-1GB-TX	Meraki - 1 GbE SFP Copper Module	Needed for routers or any other device that interconnects to core switches via copper.
MA-SFP-10GB-SR	Meraki - 10 GbE SFP+ SR Fiber Transceiver	Needed for switch interconnects. See Appendix for distance information.
MA-SFP-10GB-LR	Meraki - 10 GbE SFP+ LR Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.
MA-SFP-10GB-LRM	Meraki - 10 GbE SFP+ LRM Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Notes
MA-CBL-40G-50CM	Meraki - Stacking Cable (0.5m)	Optional. MS350 switches ship with one stacking cable.
MA-CBL-40G-1M	Meraki - Stacking Cable (1m)	Optional (longer cable). Useful when switches cannot be stacked tightly.
MA-CBL-40G-3M	Meraki - Stacking Cable (3m)	Optional (longer cable). Useful when switches cannot be stacked tightly.
MA-CBL-TA-1M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (1m)	Needed to interconnect switches in the same IDF, due to port isolation limitation.
MA-CBL-TA-3M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (3m)	Needed to interconnect switches in the same IDF (longer cable), due to port isolation limitation.
MA-PWR-CORD-US	Meraki - Power Cord (US Plug)	Included by default.
MA-PWR-CORD-EU	Meraki - Power Cord (EU Plug)	N/A
MA-PWR-CORD-UK	Meraki - Power Cord (UK Plug)	N/A
MA-PWR-CORD-AU	Meraki - Power Cord (AU Plug)	N/A
MA-PWR-CORD-IN	Meraki - Power Cord (India Plug)	N/A
MA-PWR-CORD-CN	Meraki - Power Cord (China Plug)	N/A
MA-PWR-CORD-BR	Meraki - Power Cord (Brazil Plug)	N/A
MA-PWR-CORD-AR	Meraki - Power Cord (Argentina Plug)	N/A

Meraki MS390

Modules

Part Number	Description	Notes
MA-PWR-350WAC	Meraki - 350-Watt Power Supply for MS390-24 & MS390-48 ONLY	Secondary PSU must be requested with the order if the switch will be used as a small core.
MA-PWR-715WAC	Meraki - 715-Watt Power Supply for MS390-24 and MS390-48	Secondary PSU must be requested with the order.
MA-PWR-1100WAC	Meraki - 1100-Watt Power Supply for MS390-24 and MS390-48	Secondary PSU must be requested with the order.
MA-SFP-1GB-TX	Meraki - 1 GbE SFP Copper Module	Needed for routers or any other device that interconnects to core switches via copper.
MA-SFP-10GB-SR	Meraki - 10 GbE SFP+ SR Fiber Transceiver	Needed for switch interconnects. See Appendix for distance information.
MA-SFP-10GB-LR	Meraki - 10 GbE SFP+ LR Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.
MA-QSFP-40G-SR-BD	Meraki - 40 GbE QSFP+ SR-BD Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.
MA-QSFP-40G-CSR4	Meraki - 40 GbE QSFP+ CSR4 Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.
MA-QSFP-40G-LR4	Meraki - 40 GbE QSFP+ LR4 Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.
MA-MOD-2X40G	Meraki- 2x 40G Uplink Module	Optional. MS390 switches does not ship with uplink module. Expansion provides eight additional ports of 10 Gigabits.
MA-MOD-8X10G	Meraki- 8 x 10G Uplink Module	Optional. MS390 switches does not ship with uplink module. Expansion provides eight additional ports of 10 Gigabits.

Cables

Part Number	Description	Notes
MA-CBL-120G-50CM	Meraki - 120G Stacking Cable (0.5m)	Required. MS390 switches does not ship with stacking cable.
MA-CBL-120G-1M	Meraki - 120G Stacking Cable (1m)	Optional (longer cable). Useful when switches cannot be stacked tightly.
MA-CBL-120G-3M	Meraki -120G Stacking Cable (3m)	Optional (longer cable). Useful when switches cannot be stacked tightly.
MA-CBL-SPWR-30CM	Meraki MS390 30CM StackPower Cable	Optional. Used to carry power across switches in case of PSU failure.
MA-CBL-SPWR-150CM	Meraki MS390 150CM StackPower Cable	Optional (longer cable). Used to carry power across switches in case of PSU failure.
MA-CBL-TA-1M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (1m)	Needed to interconnect switches in the same IDF, due to port isolation limitation.
MA-CBL-TA-3M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (3m)	Needed to interconnect switches in the same IDF (longer cable), due to port isolation limitation.
MA-PWR-CORD-US	Meraki - Power Cord (US Plug)	Included by default.
MA-PWR-CORD-EU	Meraki - Power Cord (EU Plug)	N/A
MA-PWR-CORD-UK	Meraki - Power Cord (UK Plug)	N/A
MA-PWR-CORD-AU	Meraki - Power Cord (AU Plug)	N/A
MA-PWR-CORD-IN	Meraki - Power Cord (India Plug)	N/A
MA-PWR-CORD-CN	Meraki - Power Cord (China Plug)	N/A
MA-PWR-CORD-BR	Meraki - Power Cord (Brazil Plug)	N/A
MA-PWR-CORD-AR	Meraki - Power Cord (Argentina Plug)	N/A

Meraki MX67, MX105, MX250 & MX450

Modules

Part Number	Description	Notes
MA-PWR-30WAC	Meraki - 30-Watt Replacement Power Adapter	Optional. MX67 ships with one.
MA-PWR-150WAC	Meraki - 150-Watt Power Supply	Optional. MX105 security appliances ship with two PSUs.
MA-PWR-250WAC	Meraki - 250-Watt Power Supply	Optional. MX250 & MX450 security appliances ship with two PSUs.
MA-SFP-1GB-TX	Meraki - 1 GbE SFP Copper Module	Needed for routers or any other device that interconnects via copper.
MA-SFP-10GB-SR	Meraki - 10 GbE SFP+ SR Fiber Transceiver	Needed for switch interconnects. See Appendix for distance information.
MA-SFP-10GB-LR	Meraki - 10 GbE SFP+ LR Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Notes
MA-CBL-TA-1M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (1m)	Optional. Useful to connect MX security appliance to MS425 switches.
MA-CBL-TA-3M	Meraki - 10 GbE Twinax Cable with SFP+ Modules (3m)	Optional. Useful to connect MX security appliance to MS425 switches (longer cable).
MA-PWR-CORD-US	Meraki - Power Cord (US Plug)	Included by default.
MA-PWR-CORD-EU	Meraki - Power Cord (EU Plug)	N/A
MA-PWR-CORD-UK	Meraki - Power Cord (UK Plug)	N/A
MA-PWR-CORD-AU	Meraki - Power Cord (AU Plug)	N/A
MA-PWR-CORD-IN	Meraki - Power Cord (India Plug)	N/A
MA-PWR-CORD-CN	Meraki - Power Cord (China Plug)	N/A
MA-PWR-CORD-BR	Meraki - Power Cord (Brazil Plug)	N/A
MA-PWR-CORD-AR	Meraki - Power Cord (Argentina Plug)	N/A

Meraki MS120

Modules

Part Number	Description	Notes
MA-SFP-1GB-TX	Meraki - 1 GbE SFP Copper Module	Needed for routers or any other device that interconnects to core switches via copper.
MA-SFP-1GB-SX	Meraki - 1 GbE SFP SX Fiber Transceiver	Needed for switch interconnects. See Appendix for distance information.
MA-SFP-1GB-LX10	Meraki - 1 GbE SFP LX Fiber Transceiver	Needed for switch interconnects at longer distances. See Appendix for distance information.

Cables

Part Number	Description	Notes
MA-PWR-CORD-US	Meraki - Power Cord (US Plug)	Included by default.
MA-PWR-CORD-EU	Meraki - Power Cord (EU Plug)	N/A
MA-PWR-CORD-UK	Meraki - Power Cord (UK Plug)	N/A
MA-PWR-CORD-AU	Meraki - Power Cord (AU Plug)	N/A
MA-PWR-CORD-IN	Meraki - Power Cord (India Plug)	N/A
MA-PWR-CORD-CN	Meraki - Power Cord (China Plug)	N/A
MA-PWR-CORD-BR	Meraki - Power Cord (Brazil Plug)	N/A
MA-PWR-CORD-AR	Meraki - Power Cord (Argentina Plug)	N/A

Meraki MR Accessories

All newly purchased AP's will ship with their standard mounting brackets and accessories. It may be necessary to purchase additional mounting hardware and accessories based upon each property's unique needs. Use the vendor AP accessories below when needed for mounting AP's and external AP antennas.

Item	Description	Info	Use With
MA-MNT-ANT-3	Fixed Mounting Bracket	MA-MNT-ANT-3 (Horizontal Mounting Bracket)	MA-ANT-3-C5 & C6
MA-MNT-ANT-4	Fixed Mounting Bracket	MA-MNT-ANT-4 (Vertical Mounting Bracket)	MA-ANT-3-D5 & D6
MA-MNT-ANT-1	Articulating Arm Mount	MA-MNT-ANT-1 (Standard Mounting Arm)	MA-ANT-3-E5 & 6
MA-MNT-ANT-2	Articulating Arm Mount	MA-MNT-ANT-2 (Long Mounting Arm)	MA-ANT-3-F5 & 6
MA-MNT-MR-H1	Spare	Spare bracket	MR30H
MA-MNT-MR-H2	Wall Plate Surface Mounting Bracket	Use to relocate AP on the wall where no dedicated single-gang surface mount box is installed or over single gang boxes with shared service to allow physical pass-through of connections. Requires the use of Panduit cable locks.	MR30H
MA-MNT-MR-H3	Wall Plate Mounting Bracket w/ Integral Wired Switch Port Security	Cannot be used without a single-gang flush mounted opening	MR30H
MA-MNT-CLG-1	T-Rail Mount Kit	T-rail kit with standard and deep drop ceiling clips	ALL indoor MR and MV except MR30H
MA-MNT-MR-7	Spare	Replacement mount plate kit	MR74
MA-MNT-MR-8	Spare	Replacement mount plate kit	MR42
MA-MNT-MR-9	Spare	Replacement mount plate kit	MR52 and MR53
MA-MNT-MR-10	Spare	Replacement mount plate kit	MR84
MA-MNT-MR-11	Spare	Replacement mount plate kit	MR33
PSL-DCxxx	Panduit Cable Locks	Used to secure Ethernet cables to Data Jacks	MA-MNT-MR-H2 / MR30H, Edge Controller
MA-MNT-MR-17	Spare	Replacement mount plate kit	MR36
MA-MNT-MR-15	Spare	Replacement mount plate kit	MR44, 46
MA-MNT-MR-18	Spare	Replacement mount plate kit	MR46E
MA-MNT-MR-14	Spare	Replacement mount plate kit	MR56
MA-MNT-MR-16	Spare	Replacement mount kit	MR76, 86
MA-UMNT-MR-A2	Catalyst/Aironet Adapter	Universal bracket adapter for Cisco Aironet and Catalyst APs	MR33,36,42,42 E,44,46,46E,52, 53,53E,56
MA-UMNT-MR-A3	Aruba Adapter	Universal bracket adapter for Aruba APs	MR33,36,42,42 E,44,46,46E,52, 53,53E,56
UTP28SP* ^A	Panduit Cat6 28 AWG Patch Cords	Patch Cords	APs and Accessory Mounts, Cat6

**For more information regarding guest internet access standards, please refer to the [Hilton Global Guest Internet Access Standards](#) document.*

7. Appendix

This section provides additional information references.

Network Architecture Contacts

Inquiry	Contact
LAN Switch hardware – Americas	#Global-Network-LAN-Architecture-Americas@hilton.com
WAN Router hardware – Americas	#Global-Network-WAN-Architecture-Americas@hilton.com
LAN Switch hardware – International	#Global-Network-LAN-Architecture-International@hilton.com
WAN Router hardware – International	#Global-Network-WAN-Architecture-International@hilton.com
Global Network Wireless	#Global-Network-Wireless@hilton.com

SFP/SFP+ Distances

Model	Fiber Type	Core Size (Microns)	Fiber Description	Cable Distance
MA-SFP-10GB-SR	MMF	62.5	OM1	26m
		50	OM2	82m
		50	OM3	300m
		50	OM4	400m
MA-SFP-10GB-LR	SMF	9	OS1/OS2	10km
MA-SFP-10GB-LRM	MMF	62.5	OM1	220m
	MMF	50	OM2	220m
	MMF	50	OM3	220m
	SMF	9	OS1/OS2	300m
MA-SFP-1GB-TX	N/A	N/A	N/A	100m
MA-SFP-1GB-SX	MMF	62.5	OM1	220m
		50	OM2	550m
		50	OM3	550m
		50	OM4	1km
MA-SFP-1GB-LX10	SMF	9	OS1/OS2	10km
	MMF		With LC mode-conditioning cable	550m

Standard Device Configuration

For information regarding device configuration standards, please refer to the Hilton [Meraki Network Configuration Standards](#) document.

Standard Device Software

For information regarding standard PCI compliant firmware images for each hardware platform, please reference the Hilton [Meraki Software Standards](#) document.

Meraki Hardware Availability

For information regarding hardware availability in your country, please refer to the [Meraki Hardware Availability by Country](#) page which is updated periodically throughout the year.

Global GIA Standards

For information regarding Global Guest Internet Access Standards please reference Hilton's Global Guest Internet Access Standards.

Meraki End of Sale & End of Life Announcements

Model	End of Sale	End of SW Maintenance Release	End of Routine Failure HW	End of Security/ Vulnerability Support	End of Service Contract Renewal HW	End of Life HW

Corporate and Hotel Meraki Software Standards



Network Engineering
LAN/WAN/Security Architecture

Document Version Control

Date	History	Version
06/07/2018	Bryan Segura – Created Draft	Draft
08/20/2018	Nic Penny – Reviewed Draft	Draft
08/20/2018	Bryan Segura – Moved to Live Status	1.0
02/19/2020	Virginia McGinnis- Beta Firmware	1.1

Approval for Distribution

Date	Approval Name	Version
08/20/2018	Nic Penny	1.0

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1. Background

Centralized deployment and management of firmware upgrades is one of the benefits of the Cisco Meraki platform. This document provides an overview for Hilton Corporate and Hotel Meraki Software Standards. The scope of this document is for all Meraki network devices across the enterprise. It is to be used as a guide to determine the software versions to use for corporate offices, Call Centers, Data Centers and Hotels in order to comply with PCI and any other regulation. Any software decisions made outside the guidelines in this document are to be reviewed by the [Hilton Network LAN/WAN/Security Architecture team](#) prior to implementation.

2. MX Security Appliances

It is required to run the latest stable release for Meraki MX Security Appliances. Cisco Meraki device firmware is managed via the Meraki cloud, allowing the latest upgrades to be scheduled and performed remotely.

Meraki releases new firmware approximately once a quarter. When new firmware is released, the network will be scheduled for an upgrade, and an email notification will be sent 2 weeks in advance. Once scheduled, there is an option to reschedule. Administrators can choose to reschedule the upgrade for up to one month or perform it manually via the Dashboard on the same page where the firmware upgrade window is configured. If no further action is taken, the upgrade will be scheduled within the firmware upgrade window specified by the network administrator(s).

While installing a firmware update, Cisco Meraki devices continue to operate normally until they reboot as the final step in the upgrade process. The reboot takes 1-2 minutes, so it is best to pick an upgrade time with minimal expected network usage.

Note: Running beta firmware is not allowed.

3. MS Switches

It is required to run the latest stable release for Meraki MS Switches. Cisco Meraki device firmware is managed via the Meraki cloud, allowing the latest upgrades to be scheduled and performed remotely.

Meraki releases new firmware approximately once a quarter. When new firmware is released, the network will be scheduled for an upgrade, and an email notification will be sent 2 weeks in advance. Once scheduled, there is an option to reschedule. Administrators can choose to reschedule the upgrade for up to one month, or perform it manually via the Dashboard on the same page where the firmware upgrade window is configured. If no further action is taken, the upgrade will be scheduled within the firmware upgrade window specified by the network administrator(s).

While installing a firmware update, Cisco Meraki devices continue to operate normally until they reboot as the final step in the upgrade process. The reboot takes 1-2 minutes, so it is best to pick an upgrade time with minimal expected network usage.

Note: Running beta firmware is not allowed.

4. MR Access Points

It is required to run the latest stable release for Meraki MR Access Points. Cisco Meraki device firmware is managed via the Meraki cloud, allowing the latest upgrades to be scheduled and performed remotely.

Meraki releases new firmware approximately once a quarter. When new firmware is released, the network will be scheduled for an upgrade, and an email notification will be sent 2 weeks in advance. Once scheduled, there is an option to reschedule. Administrators can choose to reschedule the upgrade for up to one month, or perform it manually via the Dashboard on the same page where the firmware upgrade window is configured. If no further action is taken, the upgrade will be scheduled within the firmware upgrade window specified by the network administrator(s).

While installing a firmware update, Cisco Meraki devices continue to operate normally until they reboot as the final step in the upgrade process. The reboot takes 1-2 minutes, so it is best to pick an upgrade time with minimal expected network usage.

Note: Running beta firmware is not allowed.

5. MV Cameras

It is required to run the latest stable release for Meraki MV Cameras. Cisco Meraki device firmware is managed via the Meraki cloud, allowing the latest upgrades to be scheduled and performed remotely.

Meraki releases new firmware approximately once a quarter. When new firmware is released, the network will be scheduled for an upgrade, and an email notification will be sent 2 weeks in advance. Once scheduled, there is an option to reschedule. Administrators can choose to reschedule the upgrade for up to one month, or perform it manually via the Dashboard on the same page where the firmware upgrade window is configured. If no further action is taken, the upgrade will be scheduled within the firmware upgrade window specified by the network administrator(s).

While installing a firmware update, Cisco Meraki devices continue to operate normally until they reboot as the final step in the upgrade process. The reboot takes 1-2 minutes, so it is best to pick an upgrade time with minimal expected network usage.

Note: Running beta firmware is not allowed.

6. Appendix

This section provides additional information references.

Network Architecture Contacts

Inquiry	Contact
MS/MV Hardware – Americas	#Global-Network-LAN-Architecture-Americas@hilton.com
MX Hardware – Americas	#Global-Network-WAN-Architecture-Americas@hilton.com
MS/MV Hardware – International	#Global-Network-LAN-Architecture-International@hilton.com
MX Hardware – International	#Global-Network-WAN-Architecture-International@hilton.com
MR Hardware – Global	#Global-Network-Wireless@hilton.com

Mandatory StayConnected Training Requirements

Cisco Meraki Dashboard User Requirements

All Hilton Vendors or other vendor managed 3rd party technical resources requesting access to the Meraki Dashboard must complete and provide proof of training of either ECMS1, or ECMS2 training, or have obtained a CMNA, CMNO, or CMSS certification.

In addition, all vendors must also have a minimum of two certified CMSS technicians on their team per region.

Course Information

ECMS 1 is a full day of instruction and hands on learning which equips the user with technical knowledge and skill to operate the dashboard. Find more information [here](#).

ECMS 2 is a more advanced technical training course which elevates your knowledge of the dashboard to the next level. This course is three days of instruction and hands on learning. Find more information [here](#).

Use these course links to complete the requirements above.

- [ECMS 1](#)
- [ECMS 2](#)
- [CMSS](#)

Ekahau Wireless Training:

Each vendor must have 100% ECSE certified technicians performing site surveys.

Each vendor must have a minimum of (2) CWNA or CWDP Certified Engineers on staff at any time. Additionally, they must support a ratio of no more than 4:1 ECSE technicians (submitting surveys) to CWNA or CWDP Certified Engineers.

Every approved design must be signed off on by the ECSE surveyor and CWNA or CWDP or higher in writing before going to the customer.



StayConnected Post-Install Acceptance

This checklist should be completed by the integrator after all hotel installation activities have been completed. The primary purpose of the checklist is to confirm StayConnected is fully deployed and operational in accordance with the StayConnected SOW and is compliant with all Hilton standards.

The checklist, once completed by the integrator, should be reviewed and accepted by the hotel's on-site point of contact identified for the guest network implementation. Upon acceptance by the hotel, copies of the accepted checklist should be distributed as follows:

- Hotel – Hard copy (delivered during acceptance process)
- Integrator – digital copy held for records retention purposes
- Hilton StayConnected team – digital copy delivered via email to Stay_Connected@hilton.com.
- Hilton A&C team – digital copy delivered via email to hotel's A&C contact (only applicable for new builds and conversions)

Wireless SSID Functionality Checks

Guest Room (Hilton Honors)

- ☐ Confirm guests are prompted with a sign-in page with the correct pricing/log-in options
- ☐ Verify device can reconnect automatically after forgetting the network
- ☐ Verify bandwidth requirements are met
- ☐ Confirmation of brand standard compliant pricing and bandwidth options implementation
- ☐ Confirmation of access point-to-access point roaming
- ☐ Confirmation of security settings
- ☐ Completed post-install Ekahau wireless survey showing 2.4 and 5 GHz coverage as well as SNR readings per global standards

Meeting/Conference Room (Hilton Honors Meeting)

- ☐ Confirm guests are prompted with a sign-in page with the correct log-in options
- ☐ Verify device can reconnect automatically after forgetting the network
- ☐ Confirmation that bandwidth and density requirements are being met
- ☐ Confirmation of access point-to-access point roaming
- ☐ Confirmation of security settings
- ☐ Completed post-install Ekahau wireless survey showing 2.4 and 5 GHz coverage as well as SNR readings per global standards

Lobby/Public Space (Hilton Honors Lobby)

- ☐ Confirm guests are prompted with a sign-in page with the correct log-in options
- ☐ Verify device can reconnect automatically after forgetting the network
- ☐ Verify bandwidth requirements are met
- ☐ Confirmation of brand standard compliant bandwidth implementation
- ☐ Confirmation of access point-to-access point roaming
- ☐ Confirmation of security settings
- ☐ Completed post-install Ekahau wireless survey showing 2.4 and 5 GHz coverage as well as SNR readings per global standards

Wired Functionality Checks (where applicable)**Guest Room**

- ☐ Confirm guests are prompted with a sign-in page with the correct pricing/log-in options
- ☐ Verify device can reconnect automatically after forgetting the network
- ☐ Verify bandwidth requirements are met
- ☐ Confirmation of brand standard compliant pricing and bandwidth options implementation
- ☐ Confirmation of security settings

Verify Guest Sign-In Functionality

- ☐ Verify that you can sign-in using a promotional code
- ☐ Verify that you can sign-in using your last name and room #
- ☐ Verify that you cannot sign in using an incorrect last name and room #
- ☐ Verify that billing is working by signing in using your last name/room # and attempt to purchase a paid internet offering. You should check the guest folio for a charge and ensure it is for the proper amount and is posting in the proper section of the folio and with the correct title (usually Guest Internet Charge or similar). Print a copy of the test folio and have the StayConnected PoC sign and date for verification.

Integrator Sign-Off (To be completed by lead installer only)	
Integrator Name:	
Lead Installer Name (printed):	
Lead Installer Name (signed):	
Date:	

Additional Functionality Checks

- ☐ Successfully execute three or more simultaneous log-ins using a single set of credentials on three or more devices
- ☐ Confirmation that network monitoring is set up for all installed devices
- ☐ Completion of Help Desk “test call”. Note the ticket number: _____
- ☐ Confirmation the hotel property has access to the authentication vendor’s reporting and configuration portal.
- ☐ Validation that all non-guest devices are appropriately permissioned for internet access within GIS guidelines and details of non-guest devices are appropriately recorded within the handoff document (as applicable).
- ☐ Admin Gateway Port – Configured and labeled with Port#, Device Name, and IP Addressing. Test by connecting laptop to port and ping from another device. Complete the following information.

Admin Gateway (ANIRA/SD-WAN) Check List		Data	
Room (indicate MDF or other location)			
Switch Name and Port #			
Public IP Address			
Subnet			
Gateway			
DNS1 and DNS2			
Port has pink cable and Appropriate Labeling?	Yes		No
Reachability Testing Successfully Completed?	Yes		No

Verify Documentation and Training Delivery

(To be completed by hotel point of contact)

- ☐ I have received the documentation from the integrator, including IP addresses, port configurations, PMS configuration, physical and logical network diagrams, training documentation, and any other documentation i.e. *Official Hand Off Document*.
- ☐ At least one staff member has received links to the authentication training videos and materials, and an ElevenOS administrative account.
- ☐ The installer has walked through all training with me or a member of my team, including Day 2 support procedures.
- ☐ The installer has reviewed this document with me or a member of my team and I am in agreement with all statements made by the installer in this document.

Verify Work Site Cleanliness and Cabling to Brand Standards

(To be completed by hotel point of contact)

The installer, along with the POC, conducted a final walk-through of the post-install work site and verified:

- ☐ All equipment and accessories boxes are properly disposed of.
- ☐ The work site is clean and aesthetically acceptable to the reviewing StayConnected POC.

The installer, along with the POC, conducted a final walk-through of the work site and the **POC confirms**:

- ☐ The wiring vendor and hotel were provided, at project kick-off, a copy of Brand Wiring Standards, specifically, 2518.00, if new build or 2514.08.H, if existing property.
- ☐ The integrator provided direction to the POC and wiring vendor in accordance with Brand standards 2518.00, if new build, and 2514.08, if existing property.
- ☐ No exposed cabling (including wire mold and conduit) is visible to the public.
 - If exposed cabling is found during the pre-install walk-around, it must be documented below as part of this post-install acceptance.

Itemize any cabling which does not meet brand standards:

CANCELLATION NOTICE: PREVIOUS INTERNET SUPPORT INTEGRATOR

- ☐ The purpose of this close-out activity is to ensure the hotel is aware guest internet service deactivation requires action on their part.
- ☐ Hotel Responsibility: As the point of contact for the hotel, I understand that it is my responsibility to notify the previous Internet supplier to discontinue support services. I agree to return any equipment owned by the previous internet supplier.

Hotel Sign-Off (To be completed by on-site hotel point of contact (POC) only)	
Hotel Name:	
Hotel POC Name/Title (printed):	
Hotel POC Name (signed):	
Date:	

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE C to SUPPLEMENT No. 2

UNONET AND STAYCONNECTED

PRICING AND FINANCIAL PROVISIONS

SCHEDULE C TO SUPPLEMENT NO. 1
PRICING AND FINANCIAL PROVISIONS

1. Introduction

1.1 **Agreement.** This Schedule C to Supplement No.2 (this “**Schedule**”) is attached to and incorporated by reference in that certain Master Services Agreement by and between Hilton and Supplier (collectively, the “**Parties**” and each, a “**Party**”) (the “**MSA**” or the “**Agreement**”).

1.2 **Precedence of Obligations.** The Parties acknowledge that certain obligations may be set forth in both this Schedule and elsewhere in the Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with Section 21.13 of the MSA.

1.3 **References.** All references in this Schedule to articles, sections and exhibits shall be to this Schedule, unless another reference is provided.

1.4 **Definitions.** Terms used in this Schedule with initial capitalized letters but not defined in this Schedule shall have the respective meanings set forth in Exhibit 1 to the MSA, or as otherwise set forth in the Agreement.

2. General

2.1 In addition to the requirements specified in the MSA (including Articles 11 and 12 of the MSA), this Schedule contains pricing and financial provisions applicable to Services to be provided under the MSA. There shall be no Charges to Hilton except those expressly provided for in the Agreement.

2.2 The following Attachment is attached to this Schedule C and is hereby incorporated by reference:

Attachment C-1 (Pricing)

Supplier may charge Charges for the Services up to and equal to those amounts listed in Attachment C-1 but may not charge amounts in excess of those amounts listed in Attachment C-1.

3. Charges, Credits and Payments

3.1 Generally.

Each Party is financially responsible for all costs and expenses associated with its responsibilities under the Agreement, including the applicable Supplement, unless the MSA or such Supplement expressly states otherwise.

The Charges shall fully compensate Supplier for providing the Services. Hilton will not be required to pay Supplier any amounts for the Services in addition to the Charges.

All Charges will be computed on a calendar month basis (prorated for any partial month), unless the MSA or the applicable Supplement expressly states otherwise.

3.2 Pricing Models.

The following are pricing models which may be applied to each Supplement:

(a) **Standard Time & Materials (T&M):** The Charges will be calculated by multiplying the number of productive hours expended by each billable resource by the rate specified in the applicable Supplement (a “**Standard T&M Structure**”).

(b) **Fixed Fee:** This may take the form of a fixed base Charge for a defined scope of Services or a fixed charge for an approved Project (a “**Fixed Fee Structure**”). In either case, the fixed fee shall be invoiced, in accordance with the applicable Supplement, (i) in installments over the term of the Supplement, (ii) based upon Acceptance of milestone Deliverables, (iii) using a percentage of completion model, or (iv) as otherwise specified in the applicable Supplement. For the avoidance of doubt, the Services must be provided even if Supplier has incorrectly estimated the resources or level of effort required to perform such Services. With respect to Services to be performed on a fixed fee basis, Supplier shall provide a breakdown of the estimated effort required to complete each milestone or Deliverable, by resource category, skill type, skill level, location, or as otherwise listed in a Statement of Work and/or the applicable Supplement. The fixed fee must be based on the applicable rates, with an additional disclosed risk contingency applied as appropriate.

(c) **Capped T&M:** The Charges will be determined in accordance with this Schedule or the applicable Statement of Work, but may be subject to specified cap. (a “**Capped T&M Structure**”). The cap represents the maximum amount that may be charged, even if the resources or productive hours required to perform the Services would otherwise have resulted in higher charges. For the avoidance of doubt, Supplier must complete the Services even if it incorrectly estimated the resources or level of effort required to perform such Services.

(d) **Flex Pool:** Hilton may elect to pay a fixed monthly charge for a defined pool of FTE resources to perform Project Services (“**Flex Pool**”). The Flex Pool may consist of both dedicated and virtual resources. The fixed monthly charge will be calculated on a T&M basis based on a defined discount from the specified labor rates. Hilton may increase or decrease the size of the Flex Pool by providing notice at least fifteen (15) days in advance. Hilton also can reduce any Flex Pool to zero without incurring any Termination Charges.

3.3 Travel Expenses

Except as provided below, Supplier shall not be entitled to reimbursement of travel expenses incurred by Supplier Personnel in connection with Supplier’s performance of the Services.

To the extent a particular Supplement or Order expressly provides for reimbursement by Hilton of actual and necessary travel expenses reasonably incurred by Supplier Personnel, such reimbursement shall be subject to and in accordance with the terms set forth below:

(a) Except as provided in subsection (h), Hilton shall not be obligated to reimburse Supplier for travel expenses incurred by Supplier Personnel in traveling to or from or residing in the metropolitan area in which the Hilton Facility to which he or she is principally assigned is located.

(b) In addition, under no circumstances shall Hilton be obligated to reimburse Supplier for travel expenses incurred by Supplier Personnel in performing such Services (i) at a Hilton Facility located within fifty (50) miles of that individual's place of residence or (ii) from any Supplier Facility.

(c) Unless otherwise expressly provided in the applicable Supplement, Supplier shall not be entitled to reimbursement of travel expenses in connection with Services.

(d) Unless otherwise expressly approved by Hilton, to the extent a Supplement or Order for Services to be performed under a Standard T&M Structure or Capped T&M Structure provides for reimbursement of travel expenses, the travel expenses to be reimbursed by Hilton shall not exceed the cap to be agreed upon and specified in such Supplement or Order.

(e) Supplier and Supplier Personnel shall adhere to the Hilton travel policy with respect to travel expenses to be reimbursed by Hilton.

(f) Hilton shall not be obligated to pay or reimburse Supplier or Supplier Personnel for travel time.

(g) It is also understood and agreed that any air transportation reimbursable hereunder shall be coach-economy and that any entertainment by or on behalf of Supplier Personnel shall be at no cost to Hilton.

(h) Supplier shall invoice monthly, in arrears, for reasonable travel expenses necessarily and actually incurred by Supplier in the performance of the Services and for which it is entitled to reimbursement under this provision. Such expenses shall be invoiced on an Out-of-Pocket Expense basis, without Supplier markup.

(i) Supplier shall provide copies of supporting documentation for all invoiced travel expenses. Supplier also shall provide a summary report of expenses broken down by major categories. Eligible Recipient-specific requirements for this report may vary by Supplement.

3.4 Non-Chargeable Overhead Functions

The performance of contract management, contract administration and other such overhead functions is included in Supplier's base rates and other applicable Charges. Accordingly, time expended by Supplier Personnel in the performance of such functions is not separately chargeable by Supplier. The following are examples of overhead functions that are not separately chargeable by Supplier:

(a) Performing Supplier back office functions.

(b) Supplier account management office or program management office.

(c) Supplier managers (excluding Project managers to the extent responsible for and involved in the delivery of Services under a specific Project).

(d) Service Level administration, monitoring, metrics/measurement, and reporting as required by the Agreement, including the applicable Supplement.

(e) Preparation of Supplements and/or proposals.

(f) Resource management or administration, staffing, HR-related functions.

(g) Supplier financial management.

(h) Administrative functions, including administrative assistants and/or secretaries, promotion, publicity, and internal management.

(i) Management reporting to the extent required by the MSA.

- (j) Planning-related activities (including technology, business, financial/budget, data center capacity and support).
- (k) Training of Supplier Personnel.
- (l) Implementation and customization of standard project management processes and methodologies.
- (m) Activities and tools implemented by Supplier either at its discretion or as required to meet its obligations under the Agreement.
- (n) Work to develop action plans as a result of any Supplier performance failures.
- (o) Support of any chargeback or allocation of Supplier's invoice to the extent required by the Agreement.

4. ADJUSTMENTS FOR INFLATION AND DEFLATION

4.1 The Supplier will calculate and apply the Economic Change Adjustment ("ECA") as described below following the twelfth (12th) month after the commencement of providing Services under Schedule B ("Services Commencement Date"). The ECA will be payable on a prospective basis (for example, the actual inflation for the Services for year 3 of the term ("Services Year 3") will determine the ECA that may be applicable to fees payable during Services Year 4). The ECA shall be applicable only to the charges for Services provided after installation is complete (the "ECA Affected Charges"). The ECA will not apply to one-time charges, project charges (unless otherwise provided in the statement of work for the project), pass through expenses and termination charges. The ECA will be determined as soon as practicable after the end of each Services Year using the formula below (the "ECA Factor"). An ECA Factor will be established for each Services Year in accordance with the calculations set forth below and be applicable for each month within such Services Year.

4.2 The Parties agree to use the Consumer Price Index-All Urban Consumers (current series) released by the Bureau of Labor Statistics, U.S. Department of Labor for purposes of determining inflation (the "Price Index"). For Schedule B, the "Base Month" shall be the calendar month preceding the Services Commencement Date. In the event such Price Index is no longer published or its content and format is substantially changed, Hilton and the Supplier will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index to another year, Hilton and the Supplier will continue to use the Price Index, but will convert the Base Month Price Index to the new base month/year by using an appropriate conversion formula.

4.3 The Supplier will determine the total aggregate adjustment to the Price Index from the Base Month, subject to the limitations described below to obtain the ECA Factor.

- (a) The Base Month Index is the Price Index as of the Base Month.
- (b) The percentage increase in the Price Index for each Services Year subject to the foregoing limitations (each an "Adjusted Year-to-Year Price Index Percentage" or "AYYPIP") will be determined as follows:
 - (i) if the year-to-year change in the Price Index for a given Services Year is determined to be equal to or less than three percent (3.0%), then such actual year-to-year change in the Price Index will be applied,

(ii) if the year-to-year change in the Price Index for a given Services Year is determined to be greater than three percent (3.0%), then the change in the Price Index shall be deemed to be three percent (3.0%), or

(iii) if the year-to-year change in the Price Index for a given Services Year is determined to be less than zero percent (0.0%) then the change in the Price Index shall be deemed to be zero percent (0.0%).

(c) The ECA Factor will be expressed as a percentage and determined by (i) obtaining the product of (a) 1 plus AYYPIP for the current Services Year and (b) 1 plus AYYPIP for each prior Services Year that was subject to ECA and (ii) subtracting 1 from the result of the calculation in subsection (i).

(d) The ECA Example Table set forth below includes an example of how the ECA Factor is calculated.

4.4 **ECA Calculation.** Hilton The ECA is equal to the ECA Factor times the fees subject to the ECA (as described above) due the Supplier for each month of the Participation Agreement following the twelfth (12th) month after the Services Commencement Date. The ECA will be calculated as follows:

$$\text{ECA} = (\text{ECA Factor}) \times (\text{ECA Affected Charges})$$

The following table sets forth an example of how the ECA, ECA Factor and constituent elements are calculated.

ECA Example Table				
	Services Year 1⁽¹⁾	Services Year 2	Services Year 3	Services Year 4
Starting Price Index	215 Base Month Index	223	221	225
Actual Price Index	223	221	225	227
Actual Percentage Increase in Price Index	3.721%	-0.897%	1.810%	0.889%
Adjusted Year-to-Year Price Index Percentage	3.0%	0.0%	1.810%	0.889%
ECA Factor	3.0%	3.0%	4.864%	5.796%
ECA Affected Charges	\$1,000	\$2,000	\$1,800	\$2,500
ECA	\$18.00	\$36.00	\$52.53	\$86.95

⁽¹⁾ The ECA becomes applicable in the twelfth (12th) month after the Services Commencement Date. For example, if the Services Commencement Date is April 1, 2023, the ECA will not be applicable until April 1, 2023.

In order to determine the ECA Factor applicable to Services Year 4 above:

(a) Determine the Adjusted Year-to-Year Price Index Percentage for each year.

(i) Services Year 1 equals 3.00%, because the AYYPIP is greater than 3% $[(223-215)/215 = 3.721\%]$

(ii) Services Year 2 equals 0.0%, because the AYYPIP is less than 0.0% $[(221-223)/223 = -0.897\%]$

(iii) Services Year 3 equals 1.810% $[(225-221)/221 = 1.810\%]$

(iv) Services Year 4 equals 0.889% $[(227-225)/225 = 0.889\%]$

(b) The ECA Factor for Services Year 4 is determined as follows:

$(1 + .03) \times (1 - .00) \times (1 + .0181) \times (1 + .00889) = 1.05796$ or (5.796%)

The ECA is determined by the product of the ECA Factor and the ECA Affected Charges for each month during the applicable Services Year.

4.5 **Application to Rates.** Each rate card agreed by the Property and Supplier, if any, shall be adjusted following the twelfth (12th) month after the Services Commencement Date by the ECA Factor. For example, if there is a rate for an individual resource equal to \$25, this rate would be equal to \$25.75 for Services Year 2 ($1.03 \times \$25$), \$25.75 for Services Year 3 ($1.03 \times \$25$), \$26.22 for Services Year 4 ($1.04864 \times \$25$), and \$26.45 for Services Year 5 ($1.05796 \times \$25$).

5. INVOICING AND PAYMENT

5.1 Supplier shall invoice Hilton, and Hilton shall pay Supplier, for the Charges in accordance with this **Schedule C** to the MSA, **Article 12** of the MSA and the applicable Supplement.

5.2 Unless otherwise agreed in the applicable Supplement or Companion Agreement, all Charges will be stated, invoiced and paid in United States dollars. Unless otherwise agreed to in the applicable Supplement, the Charges are inclusive of, and shall not be adjusted for any global economic factors, such as currency fluctuations.

6. OUT-OF-POCKET EXPENSES

6.1 Supplier acknowledges that, except as expressly provided otherwise, Out-of-Pocket Expenses that Supplier incurs in performing the Services are included in Supplier's rates and charges and are not separately chargeable or subject to reimbursement.

7. SUPPLIER FINANCIAL RESPONSIBILITIES

7.1 Supplier will provide and be financially responsible for all Software, Equipment, systems, facilities and other resources required to perform the Services (and any upgrades, improvements, replacements or additions thereto) unless Hilton is identified in the MSA or applicable Supplement as responsible for such items.

7.2 Unless otherwise expressly provided in the applicable Supplement, Supplier shall provide and be financially responsible for the Supplier network and the data connections between and among Supplier Facilities. The applicable Supplement shall specify which Party shall provide and be financially responsible (or in the event of the failure of the applicable Supplement to so specify, Provider shall provide and be financially responsible) for the data connection between the Hilton network and the Supplier network (including any costs associated with the establishment of

such connection to the Hilton network), including, in each case, last mile connectivity with primary and backup redundancy. Hilton and/or the applicable Eligible Recipient shall provide and be financially responsible for the internal Hilton/Eligible Recipient network.

7.3 Supplier shall be financially responsible for long distance calls made by Supplier Personnel and, to the extent applicable, Hilton representatives from Supplier Facilities. Hilton or the applicable Eligible Recipient shall be financially responsible for long distance calls made by Hilton personnel and Supplier Personnel from Hilton Facilities (with the express understanding that such calls will be directed to a Supplier Facility in the United States and then routed to their ultimate destination over Supplier's network).

8. TAXES

Each Party shall be financially responsible for taxes as and to the extent provided in **Section 11.3** of the MSA.

9. MISCELLANEOUS

This Agreement, including any Supplement executed hereunder, shall not impose any minimum volume or minimum revenue requirements on Hilton. Unless otherwise specified in a Supplement, there are no restrictions on Hilton's right under **Section 4.5** of the MSA to in-source or use third parties for the provision of the Services.

CONFIDENTIAL

Final Execution Version

Monthly Support Charge - Guest Room						
Region	Full Support Model		Partial Support Model		Remote Only Support Model	
	[per guest room per month]		[per guest room per month]		[per guest room per month]	
	Not To Exceed		Not To Exceed		Not To Exceed	
US/CAN	\$3.50		\$2.98		\$2.73	
UK	\$4.00		\$3.40		\$3.12	
CALA	\$3.50		\$2.98		\$2.73	
EMEA	\$4.00		\$3.40		\$3.12	
CHINA	\$4.10		\$3.49		\$3.20	
JAP/KOR	\$4.10		\$3.49		\$3.20	
ASIA	\$4.10		\$3.49		\$3.20	
AUSTRALIA	\$4.10		\$3.49		\$3.20	
Monthly Support Charge - Public Space						
Region	Full Support Model		Partial Support Model		Remote Only Support Model	
	[per AP per month]		[per AP per month]		[per AP per month]	
	Not to Exceed		Not to Exceed		Not to Exceed	
US/CAN	\$8.00		\$6.80		\$5.60	
UK	\$8.50		\$7.23		\$5.95	
CALA	\$8.00		\$6.80		\$5.60	
EMEA	\$8.50		\$7.23		\$5.95	
CHINA	\$8.60		\$7.31		\$6.02	
JAP/KOR	\$8.60		\$7.31		\$6.02	
ASIA	\$8.60		\$7.31		\$6.02	
AUSTRALIA	\$8.60		\$7.31		\$6.02	
Monthly Support Charge - Meeting & Events						
Region	StayConnected		EventConnected			
	[per AP per month]		[per AP per month]			
	Not to Exceed		Not to Exceed			
US/CAN	\$18.00		\$22.50		Includes the \$.317 per Guest Room Eleven OS fee and \$3.50 per public access point Eleven OS fee.	
UK	\$18.50		\$23.13			
CALA	\$18.00		\$22.50			
EMEA	\$18.50		\$23.13			
CHINA	\$18.60		\$23.25			
JAP/KOR	\$18.60		\$23.25			
ASIA	\$18.60		\$23.25			
AUSTRALIA	\$18.60		\$23.25			

		Network Installation - Guest Room	Network Installation - Guest Room
		Regional Pricing	Regional Pricing
		New Network Implementation Model	Network Takeover Model
Region	Hotel Model	Not to Exceed	Not to Exceed
US/CAN	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
UK	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
CALA	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
EMEA	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
CHINA	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
JAP/KOR	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
ASIA	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
AUSTRALIA	100 room	\$79.21	\$15.84
	300 room	\$69.67	\$13.93
	900 room	\$56.58	\$11.32
Please Include the per room not exceed charge for all installation services as defined in supplment(SOW). Onsite surveys are not chargeable		Network Installation - Public Space, Meeting & Events	Network Installation - Public Space, Meeting & Events
		Regional Pricing	Regional Pricing
		New Network Implementation Model	Network Takeover Model
Region		Installation Services per AP Not to Exceed	Installation Services per AP Not to Exceed
US/CAN		\$70.00	\$70.00
UK		\$70.00	\$70.00
CALA		\$70.00	\$70.00
EMEA		\$70.00	\$70.00
CHINA		\$70.00	\$70.00
JAP/KOR		\$70.00	\$70.00
Asia		\$70.00	\$70.00
Australia		\$70.00	\$70.00

Not To Exceed	Remote Software Configuration Changes*	On - Site Configuration Changes**	
Region	Hour (weekday)	Day (weekday)	Hour (weekday)
US/CAN	\$135.00	\$1,341.97	\$167.75
UK	\$105.00	\$1,135.57	\$141.95
CALA	\$85.00	\$1,354.40	\$169.30
EMEA	\$100.00	\$1,138.72	\$142.34
CHINA	\$130.00	\$1,026.91	\$128.36
JAP/KOR	\$100.00	\$1,283.50	\$160.44
ASIA	\$130.00	\$1,268.50	\$158.56
AUSTRALIA	\$120.00	\$1,168.40	\$146.05

MACD Event Type		MACD Event	Description	Duration to Complete (Hours)***
1	Remote Software Configuration Change	Static IP	Manual pre-allocation of an IP address to a specific device.	Input Hours
2	Remote Software Configuration Change	VLAN/SSID	Configuration of additional VLAN/SSID or re-configuration of existing VLAN/SSID.	Input Hours
3	Remote Software Configuration Change	Zone Modification	Configuration of additional zones within the Hotel Property or re-configuration/removal of existing zones.	Input Hours
4	Remote Software Configuration Change	Landing Page Bypass	Enabling or disabling landing page bypass for third party systems.	Input Hours
5	Remote Software Configuration Change	Port Configuration	Port configuration for third party systems for which an existing network port/cable drop is already available for use.	Input Hours
6	Remote Software Configuration Change	Circuit Turn-Up	Configuration works to facilitate transition to newly installed Hotel Property internet circuit.	Input Hours
7	Remote Software Configuration Change	Interface	Configuration works related to the implementation of a new PMS interface or modification of existing PMS interface	Input Hours
8	On-site Configuration Change	Replace AP	Removal of existing AP and installation of replacement AP, inclusive of any required software or configuration changes required to support the usage of the replacement AP.	Input Hours
9	On-site Configuration Change	Add AP	Installation of net-new AP, inclusive of any required software or configuration changes required to support the usage of the new AP.	Input Hours
10	On-site Configuration Change	Move AP	Removal of existing AP and installation of same AP in a new location, inclusive of any required software or configuration changes required to support the usage of the existing AP in a new location.	Input Hours
11	On-site Configuration Change	Port Addition	Addition of new wired network port for third party systems or general network usage, inclusive of any required software or configuration changes required to facilitate usage of the port.	Input Hours
12	On-site Configuration Change	Renovation	Enablement/disablement of APs and other equipment as a result of hotel Renovation or other similar event that takes a number of rooms out of service for a period of time, inclusive of any required software or configuration changes.	Input Hours
13	On-site Configuration Change	Event Takeover	Complete or partial network turn-off to accommodate a group’s usage of their own network infrastructure and/or circuit for a period of time, inclusive of any required software or configuration changes. Event Takeover events will have a hard turn on/turn off date that must be adhered to by the Supplier.	Input Hours

Notes:

*MACD events that can be accomplished using a combination of remote resources and software tools only. All rates should include all applicable fees relating to the MACD event (no separate PM fees can be assessed).

**MACD events that require the dispatch of a resource to the Hotel Property in addition to the usage of remote resources and tools to complete. All rates should be quoted in daily or hourly increments depending upon the time expended by the Supplier resource to perform the requested MACD and using the charging unit that yields the least cost for the Customer. All rates should include all applicable fees relating to the MACD event (no separate PM fees can be assessed).

***As detailed in the “Statement of Services Schedule”, completion of work by Supplier for Remote Software Configuration Changes is required within 24hour and all On-site Configuration Changes is required within 7 days post Hotel Property agreement, otherwise Charges will be forfeited by Supplier.

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SUPPLEMENT NO. 3

FREE TO GUEST TV

Supplement No. 3

This Supplement No. 3 (the “**Supplement**”) is entered into by and between Hilton Domestic Operating Company Inc., a Delaware corporation having a principal place of business in McLean, Virginia (“**Hilton**”) and Pinnacle Communications Corporation a Maryland corporation having a place of business in Germantown, Maryland (“**Supplier**”), pursuant to and subject to that certain Master Services Agreement dated as of March 1, 2023 by and between Hilton and Supplier (the “**MSA**”), the terms of which are incorporated herein by reference. Except as expressly set forth in this Supplement, all terms and conditions of the MSA shall govern the obligations of Hilton and Supplier under this Supplement.

This Supplement describes the Services Supplier shall perform and deliver in accordance with this Supplement and the MSA.

IN WITNESS WHEREOF, Hilton and Supplier have each caused this Supplement to be executed by its duly authorized representative, effective as of the Supplement Effective Date set forth in **Section 2** below.

Hilton Domestic Operating Company Inc.

By:	<div>DocuSigned by: <i>Linda Theisen</i></div>
Print Name:	<div>1B5647D148164FD Linda Theisen</div>
Print Title:	<div>Vice President</div>
Date:	<div>March 9, 2023</div>

Pinnacle Communications Corporation

By:	<div>DocuSigned by: <i>Justin Hannesson</i></div>
Print Name:	<div>CC708A3EA1F447F... Justin Hannesson</div>
Print Title:	<div>Partner/Operations</div>
Date:	<div>March 8, 2023</div>

1. Introduction.

Supplier has carefully reviewed Hilton's requirements and has performed the due diligence it deems reasonably necessary prior to execution of this Supplement.

2. Supplement Term.

The term of this Supplement shall begin on March 1, 2023 ("**Supplement Effective Date**") and continue for a period of 60 months following the Supplement Effective Date unless extended or terminated earlier in accordance the terms of the Agreement ("**Supplement Term**"). The Supplement Term shall automatically renew for two (2) 12 month terms (each an "**Extension Term**") unless Hilton gives Supplier not less than 60 days prior written notice before the commencement of an Extension Term that it does not want such Extension Term to occur. Supplier shall give Hilton not less than 90 days prior written notice of the commencement of each Extension Term.

3. Definitions.

Any capitalized terms used in this Supplement or its Schedules or Attachments but not defined herein or in **Schedule A** (Supplement Definitions) shall have the meaning ascribed to such terms in **Exhibit 1** (Definitions) or otherwise in the Agreement.

4. Services.

Supplier shall provide the Services to Hilton and the Eligible Recipients in accordance with the Agreement (including Exhibits and Attachments thereto) as it may be modified and/or supplemented in this Supplement (including the Schedules and Attachments hereto).

5. Services

The Services set forth in **Schedule B** are in scope under this Supplement.

6. Key Supplier Personnel.

In accordance with **Section 8.1** of the MSA, the following positions shall be held by Key Supplier Personnel and the Key Supplier Personnel listed for each such position are approved as of the Supplement Effective Date.

Position	Key Supplier Personnel	Committed Period	Level of Effort	Location
Relationship Manager	Eric Hannesson	5 Years	Stakeholder	Fargo, ND
Program Manager	Stacy Hoffman-Heck	5 Years	Manager	Fargo, ND

7. Subcontractors.

In accordance with **Section 9.11** of the MSA, Supplier may use the following Subcontractors to provide the Services specified for such Subcontractor:

Subcontractor	Description/Scope of Services	Location	Subcontractor Audit Restrictions (if any)

8. Schedules and Attachments.

The following Schedules and Attachments that are indicated with a checkmark are appended to this Supplement and are hereby incorporated by reference:

Included Attachments	Schedule or Attachment	Title of Schedule or Attachment
X	Schedule A	Definitions (except for DISH and COX)
X	Schedule B	Service Description
X	Schedule C	Pricing and Financials

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE A1 to SUPPLEMENT No. 3

Free to Guest- DirecTV

DEFINITIONS

1. Introduction

This **Schedule A1** (this “**Schedule**”) is attached to and incorporated by reference into Supplement No. 3 to that certain Master Services Agreement by and between Hilton Domestic Operating Company Inc., a Delaware corporation (“**Hilton**”) and Pinnacle Communications Corporation (“**Supplier**”) (the “**Master Agreement**” or “**MSA**”).

2. Definitions

The following terms, when used in the Agreement, have the meanings specified below.

Brand	means a hotel brand owned by Hilton Worldwide Holdings Inc. (e.g., Hilton, Waldorf Astoria, Conrad, Curio, Canopy, Homewood Suites, Home2 Suites, Hilton Garden Inn, Hampton, Embassy Suites, DoubleTree, Tempo, LXR, Signia, Tapestry, Motto, Tru, and Hilton Grand Vacations).
Brand Standards	means those standards promulgated by Hilton from time to time for each Brand which must be complied with by all Properties operating under such Brand and by providers performing services for each such Property.
End User	means a user of the Free to Guest Services, including Guests.
Incident	has the meaning given in the ITIL standards.
ITIL	means Information Technology Infrastructure Library.
Problem	has the meaning given in the ITIL standards.
Property	means any lodging facility operated under any Brand.
Public Space	means all interior publicly accessible non-Guest Room and non-Meeting Room areas of the Property inclusive of fitness centers, business centers, food and beverage areas, and retail outlets. Properties may optionally elect to include guest accessible outdoor areas such as pools or beaches and/or specific non-guest accessible back of house areas such as employee break rooms within their specific Public Space scope.

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE B1 to SUPPLEMENT No. 3

Free to Guest- DirecTV

SERVICE DESCRIPTION

SCHEDULE B1

SERVICE DESCRIPTION

1. Introduction

This Schedule B1 (this “Schedule”) is attached to and incorporated by reference into Supplement No. 3 to that certain Master Services Agreement by and between Hilton Domestic Operating Company Inc., a Delaware corporation (“Hilton”) and Pinnacle Communications Corporation (“Supplier”) (the “Master Agreement” or “MSA”).

1.1. Precedence of Obligations. The Parties acknowledge that certain obligations may be set forth in both this Schedule and elsewhere in the Master Agreement, and that in the event of a conflict, such conflict shall be resolved in accordance with Section 21.13 of the MSA.

1.2. References. All references in this Schedule to articles, sections, attachments supplements and exhibits shall be to this Schedule, unless another reference is provided.

1.3. Definitions. Terms used in this Schedule with initial capitalized letters but not defined in this Schedule shall have the respective meanings set forth in Schedule A1 (Definitions) to this Supplement No. 3, Exhibit 1 to the Master Agreement, or as otherwise set forth in the Master Agreement.

2. Executive Overview. Supplier shall perform the Services described in this Schedule B1 and the MSA (collectively, the “Free to Guest Services”) for Properties which have entered into Participation Agreements with Supplier under the MSA.

3. Prerequisites. The following are prerequisites to Supplier’s performance of the Free to Guest Services:

3.1. Participation Agreement. Supplier must have entered into a Participation Agreement with that Property.

3.2. Information Gathering. Supplier must undertake information gathering to determine cost, scope and inventory of equipment needed for installation. This information must be presented to the Property point of contact for review and confirmation.

3.3. Fixed Price and Installation Schedule. Supplier must propose to Property a fixed price proposal (“Proposal”) for the provision of Free to Guest Services and Property must have accepted that Proposal. Supplier’s Proposal will include the price of all hardware that will be installed and will include a schedule for the installation services, including the date by which the Free to Guest Services installation will be completed. The Proposal will be consistent with the MSA and this Schedule B1 and will not include as preconditions or contingencies to Supplier’s performance the performance by Property, or occurrence of any events, that are not within the full control of the Property.

4. Use of Hilton ServiceNow Instance. At Hilton’s direction, Supplier will use Hilton’s instance of ServiceNow (“ServiceNow”) as the issue ticketing system related to the Free to Guest Services, to record Supplier’s performance against the Service Levels associated with the Free to Guest Services, to track sales and installation data, and for such other purposes as are identified by Hilton to Supplier. Hilton will provide Supplier with the necessary access and directions to use ServiceNow for these purposes.

5. Scope Of Services

5.1. Free To Guest (FTG) Service

The Supplier’s minimum responsibilities include:

5.1.1. Providing Hilton Brand-approved lineups, which may differ from Brand to Brand, of broadcast television content including high definition (HD) or 4K delivered via coax or IP, to meet Hilton Brand Standards set forth in the Channel Lineup Attachment to this Schedule B1. Updates to the Channel Lineup Attachment will be made upon written notification to Supplier. For clarity, Guest Room channel lineups will be the minimum 40 HD

channels (or may be 35 HD channels for Hotels installed with Connected Room) listed in the Channel Lineup Attachment. In no event can the Property-specific list be less than the channel lineup set forth in the Channel Lineup Attachment.

5.1.2. Supplier must follow the channel lineup (in HD) set forth in the Channel Lineup Attachment as it may be updated by Hilton from time to time.

5.1.3. Providing at no additional cost to each Property: prompt maintenance, repairs, and replacement of the existing free to guest system equipment and materials necessary to ensure satisfactory operation of the free to guest system Supplier is obligated to install and maintain as part of the Free to Guest Services under this Schedule (the "System"). The Free to Guest Services and the System must meet the Service Levels contained in MSA Exhibit 3 Service Level Methodology.

5.1.4. Providing (at no cost to each Property) a channel lineup modification (e.g., channel swap or label change) via central management device.

5.1.5. Channel lineup modifications may be made by Hilton to one or more Properties' channel lineups and each Property will have the right to make changes to its channel lineup (both, for example, by adding or removing optional channels or by adding, removing or substituting channels above and beyond the minimum channel requirements set forth in the Channel Lineup Attachment to this Schedule B1. Such changes must be made as promptly as practical, but in any event within 7 days from the written request.

5.1.6. Providing (at no cost to each Property) a data feed of the channel lineup guide, content and information for the channels (including all updates to such data feed as the channel lineup changes from time to time) for use by Hilton and/or its designee to create and maintain an interactive programming guide on Hilton's Connected Room platform. To the extent that the channel lineup programming guide is tailored to each Property's channel lineup, Supplier will ensure that the correct data feed content and information is provided to the Property(ies).

5.1.7. Providing to Properties at no charge the then-latest version of COM3000 (or subsequent release of the Technicolor COM platform), which will be capable of supporting 40 HD QAM/IPTV channels with the ability to also receive off-air local channels.

5.1.8. Ability to invoice and collect all related service fees and credits as outlined Schedule C1 (Pricing and Financials) to Supplement No. 3 and the Participation Agreements.

5.1.9. Providing all of the reports in a timely fashion and as required by the MSA as well as any new reports required as a function of providing the Services to the Hilton Group and as requested by Hilton. The baseline reports required are set forth in MSA Exhibit 3 Service Level Methodology..

5.2. Property Installation

The Supplier's minimum responsibilities include:

6.1.1 Receiving notification from Hilton of new Properties available for implementation.

6.1.2 Scheduling Property for installation or design by working in concert with Hilton and the Property.

6.1.3 Completing the survey (existing properties only) including Guest Rooms, Public Spaces (i.e., meeting rooms, conference rooms, fitness centers) and any other defined areas of Property as further described herein.

6.1.4 Providing results of the survey to the Property; including any diagrams, notes, key findings, etc.

6.1.5 Flag and report any Properties or Guest Rooms with:

- RG59 jumper cables
- Voltage running over COAX
- Damaged jumper cables (e.g., loose fittings, frayed endings, crimp on connectors, etc.)
- Free-To-Guest Management Appliance
- Scrolling guide
- Property provided channels

6.1.6 Generating a Property network free to guest (“FTG”) system design describing the system, its outputs, and other key components, based on information gathered through blueprints or the Property survey.

6.1.7 Staging and load testing all equipment to be installed in the Property prior to shipping equipment to the Property.

6.1.8 Shipping equipment to the Property.

6.1.9 Traveling to the Property.

6.1.10 Arriving on-site at the Property, with appropriate Supplier- or subcontractor-issued identification at all times, and dressed in suitable attire.

6.1.11 Performing a complete inventory of all equipment to be installed.

6.1.12 Perform a General Manager pre-install planning walkthrough before beginning installation.

6.1.13 Installing all equipment (e.g., in-room, head end, satellite, patch cables, etc.). The Supplier will be permitted, but not required, to use existing Property rack space where available. In this case, Supplier will not charge Property for a rack. In the event there is no available space in the existing racks, the Supplier will be expected to provide an additional rack

6.1.14 Configuring and testing the PMS billing interface to ensure charges are successfully posted to the Property’s PMS server (if applicable).

6.1.15 Programming all television sets using the central TV management appliance, including training key Property personnel on how to program the first 5 televisions.

6.1.16 Performing testing and performance tuning of all televisions (including but not limited to picture quality, response time, signal strength, and remote functions). Supplier will provide a digital analyzer report for 10% of Guest Rooms that are furthest from the headend signal distribution point.

6.1.17 Testing and recording signal levels at least 5% of Guest Rooms visited before full system deployment.

6.1.18 Disconnecting and, at Property's option, relocating within the Property all legacy head-end equipment as deemed appropriate by the Property. This includes any equipment that is not re-usable. Removing all existing FTG in-room equipment (e.g., set top boxes, remotes) and disposing of by the Supplier in accordance with applicable Law and in an industry-accepted sustainable manner or shipped by Supplier to original suppliers. For the avoidance of doubt, this obligation does not extend to Edge Controllers or remotes that support Hilton's Connected Room platform and service.

6.1.19 Distributing a link to a Hilton created post-installation satisfaction survey to ensure functionality and appropriate Property and guest satisfaction.

6.1.20 Obtaining Property and Hilton acceptance of installation completeness (Sign Off Form). Acceptance will not occur until all training is completed, all collateral provided, and all appropriate documentation completed.

6.1.21 Compiling and providing all documentation of the installation to Hilton and Properties.

6.1.22 Issuing an invoice to the Property for equipment and services rendered.

6.2 Survey & Design

The Supplier's minimum responsibilities include:

6.3.1 Obtaining floor plans or blueprints for the entire Property from Hilton or Property prior to arriving onsite for survey (if available).

6.3.2 Conducting site surveys (that follow a standardized survey and design process for all Properties) to thoroughly evaluate and create/deliver the design for each Property (if applicable).

6.3.3 Compiling an inventory of all head-end equipment and related system assets installed on Hilton's premises related to TV infrastructure.

6.3.4 Designing the infrastructure based on the inventory of TV equipment onsite (if reuse applicable and/or required).

6.3.5 Providing an outline based on Hilton or Property-provided Property diagram describing the location of all equipment contained in the design with legible room numbers and naming conventions.

6.3.6 Completing the survey of rooms, Public Spaces, meeting rooms and any other defined areas of the Hotel.

6.3.7 Providing to Hilton post survey documentation to consist of existing and proposed equipment and design layout, existing and proposed cabling locations, summary overview of existing state of Property, proposed head end locations to include location, type, model, port and patch panel termination points.

6.3.8 Communicating to Hilton if improvements to Property rooms housing key equipment require infrastructure improvements (e.g., HVAC, power, etc.).

6.3.9 Making the survey results available to Hilton in an electronic format reasonably agreed to by the Parties.

6.3.10 Using the results of the site surveys to design, develop, or revise the TV infrastructure at each Property so that it conforms to the technical standards set forth in Section 13 below and as may be amended or supplemented by Hilton ("Technical Standards") provided, however, for new Properties, Hilton may, in its sole discretion, approve in writing compliance waivers by any specific Property based on technical and/or financial infeasibility.

6.3.11 Ensuring any created documentation/floor plans/blueprints/as-builts are the property of the Property and remain in possession of the Property or are made available by the Supplier free of charge as needed by the Property.

6.3 Equipment Staging

The Supplier's minimum responsibilities include:

6.3.1 Unpacking and visually inspecting all equipment.

6.3.2 Ensuring all equipment is new and not refurbished or used. (Note: this does not apply to COM2000 reuse installations.)

6.3.3 Testing (load, etc.) all equipment to ensure proper functionality. Any components that do not pass load testing should be sent back to the equipment provider for repair or replacement. Equipment that fails load testing should never be sent to the Property for installation.

6.3.4 Installing the proper configurations on all equipment.

6.3.5 Re-packing and prepping equipment for shipment to the Property.

6.4 MACD – Move, Add, Change, Delete Process

The Supplier's minimum responsibilities include:

6.4.1 Creating a cost proposal for Hilton- or Property-submitted MACD request in accordance with any applicable rates and/or charging methodologies in this Schedule or the MSA (to the extent the MACD is chargeable).

6.4.2 Communicating completed cost proposal to Property as well as to Hilton if applicable.

6.4.3 Obtaining approval of cost proposal from Property as well as from Hilton, if applicable.

6.4.4 Scheduling the execution of the MACD request by working with Property.

6.4.5 Executing MACD request and obtaining completeness acceptance from Property.

6.4.6 Communicating successful completion of MACD request to Hilton and Property.

6.4.7 Issuing bill to Property for MACD request and collecting payment for services rendered, if applicable.

6.5 Training

The Supplier's minimum responsibilities include:

6.5.1 Creating PDF based training materials that cover all administrative aspects of the System and storing those materials in an online repository that is accessible to Hilton and all Properties.

6.5.2 Updating the training materials within 24 hours of any changes made to the System due to a code release.

6.5.3 Providing hands-on training covering all administrative functions of the System to Property staff at the time of Property installation.

6.5.4 Hosting additional training sessions on an as-required basis via conference call and/or screen sharing technologies to ensure training is propagated to all Property staff members as turnover occurs.

6.6 Service Management

The Supplier's minimum responsibilities include:

6.6.1 Support Services

- (a) For all Properties, the Supplier will provide:
 - (i) 24x7x365 support for Incidents, Problems and other issues.
 - (ii) Dedicated Hilton support phone number.
 - (iii) Ability to send trouble tickets via email.
- (b) Resolving hardware/network related Incidents, Problems and issues.
- (c) Communicating resolution to Hilton and the Property.
- (d) Escalating issues to Hilton for collaboration as needed.
- (e) If a call pertains to a Hilton Connected Room issue, Supplier will forward the call to the appropriate number provided by Hilton and will track the transfer of the call and its resolution.

6.6.2 Service Delivery

- (a) Monitoring Incident and Problem management tickets such that Supplier will take appropriate action (including on-site dispatch and remote diagnostics) from start to finish of resolution of the Incident/Problem, including chronic trends and/or immediate issues.
- (b) Ensuring compliance with the Service Levels and other performance requirements of the MSA.
- (c) Utilizing process quality reviews to determine and remediate gaps and to document process changes such that if/when chronic or continued issues occur, an enhanced resolution process will be in place and Supplier will execute against that process to handle and resolve the issue through normal channels.
- (d) Providing a Guest Usage Report (FTG channels) to enable a periodic review of user trends and appropriate Hilton support and product performance adjustments (if supported by the System).
- (e) Performing root cause analysis to determine the underlying Problem(s) in connection with Incidents.
- (f) Generating support metric documents to gauge actual support performance against pre-determined performance metrics.
- (g) Identifying, tracking, and resolving issues at Properties that have been classified as chronic, repeating and/or poor performing.

6.6.3 Incident Management

- (a) Proactively identifying Incidents within Supplier scope of Services and logging Incidents identified by Hilton and Properties.
- (b) Resolving all Incidents.
- (c) Closing the associated trouble ticket and entering all appropriate data into the ticketing tool. Supplier will not close a ticket unless (1) all elements of the ticket are resolved and Supplier confirms that the affected equipment and Service is fully operational in accordance with performance specifications and the requirements of this Schedule, or (2) a representative at the affected Property confirms that the Incident has been resolved to the Property's reasonable satisfaction.

- (d) Updating all trouble tickets in a timely fashion.
- (e) Providing timely updates through the trouble ticket system.
- (f) Notifying the affected Property representative when Supplier determines that an Incident is resolved and ready for verification by the Property.
- (g) Maintaining trouble ticket history archives and providing access to such archives upon request. Unless otherwise authorized by Hilton in writing, such archives shall be retained online by Supplier for a period no less than the term of the MSA or as otherwise required by the MSA.
- (h) Tracking all properly logged trouble tickets received by the Supplier's dispatch center through to resolution.

6.6.4 Problem Management

- (a) Identifying all Problems and clearly determine if due to Supplier Service or TV hardware failure (by using a 3rd party set top box or TV).
- (b) Resolving all Problems.
- (c) Assessing and addressing chronic issue notifications and determining if the issue requires an onsite resource to resolve.
- (d) Coordinating with the Property onsite contact for all equipment maintenance such that if/when equipment is repaired or replaced by an on-site technician, the repair will be communicated to Supplier by the on-site technician.
- (e) Identifying issues, which require repair/replacement of defective equipment, and addressing such issues via an onsite dispatch and repair or replacement of the defective equipment.
- (f) Dispatching appropriate resources to Properties to resolve equipment Problems in a timely manner. Reference MSA Exhibit 3 Service Level Methodology for specific requirements.
- (g) Responding to alarms to remotely restore Services at a given Property where possible or providing on-site support as appropriate.
- (h) Communicating to the Property and Hilton once all detected issues (including Incidents and Problems) have been resolved.
- (i) Validating resolution of tickets and closing tickets when the Incident or Problem or change giving rise to the ticket is resolved or completed.
- (j) Documenting the resolution and communicating the resolution to Hilton and the Property.

6.6.5 Change Management

- (a) Providing and following a process for contacting the appropriate operations center or account management contact to support change requests so that if Property personnel would like to request a new feature or other configuration settings, the correct role within the Supplier's organization will gather the information needed to begin the process to complete the change.
- (b) Working with the Property and/or Hilton as applicable to schedule approved change requests.
- (c) Executing scheduled change requests.

(d) Communicating to Property and Hilton once a scheduled change request has been successfully executed.

(e) Logging change requests received from Property and communicating requested changes to Hilton for approval.

(f) Testing the change prior to execution and communicating to Hilton the results of said testing.

(g) Validating that System will be unavailable during maintenance windows only to the extent necessary for systems maintenance purposes.

(h) Scheduling System maintenance during intervals to minimize impact to End Users. Maintenance that is not planned to have an impact to End Users can be performed at any time; provided, however, that any unplanned maintenance activity that impacts End Users or otherwise qualifies as a Severity Level 1, 2, or 3 Incident shall be included in the measurements used to determine Supplier's compliance with the Service Levels.

(i) Any System maintenance that is planned to have 60 minutes or less of expected impact to End Users will be scheduled between the hours of 2:00AM and 5:00AM local time.

(ii) Any System maintenance that is planned to have greater than 60 minutes of expected impact will be scheduled between the hours of 2:00 AM and 5:00AM local time on Saturday or Sunday.

(iii) The total planned maintenance window outage time per week will be less than 2 hours aggregate for all windows in a month, without prior approval by Hilton.

(iv) Obtaining Hilton's approval prior to performing urgent maintenances impacting End Users.

(v) Any planned maintenance window outages that require more than 120 minutes will be discussed with the Property and jointly planned prior to execution.

(i) Allowing Hilton or affected Properties to specify "freeze" periods during which the Supplier will not make any changes. Such freeze periods must be specified at least 120 days in advance and may not exceed 30 contiguous days. On an emergency basis, Hilton and Properties may require and request an emergency freeze which will be granted without meeting the advance notice requirements set forth herein.

(j) Providing the affected Property(ies) with as much notice as reasonably practicable for any emergency changes, and performing such maintenance so as to minimize interference with the business and operational needs of Hilton and the Properties.

(k) Reasonably testing changes to the environment and resolving faults prior to production startup, including inter-operability testing.

6.6.6 Project Management

(a) Providing a dedicated Supplier project manager for the duration of the installation for all Properties. The project manager's responsibilities include:

(i) Working with the Property and Hilton to schedule Property installations.

- (ii) Ensuring that installation timeline schedules agreed to by Hilton, Property, and Supplier prior to the start of each Property installation are met.

6.6.7 Account Management

- (a) Obtaining Property acceptance of installation completeness.
- (b) Generating and issuing bills for services on a monthly basis.
- (c) Overseeing the development and distribution of required operational materials including training materials and operational procedure manuals.
- (d) Ensuring that all Technical Standards are adhered to in each Property installation and in all Property surveys and designs.
- (e) Escalating issues requiring Brand involvement or approval to Hilton.
- (f) Continuously working with Hilton to ensure that industry standard best practices are adhered to in connection with the Services.
- (g) Continuously working to ensure best practices procedures are updated and communicated to all field staff.
- (h) Meeting via phone or Teams/Zoom type applications with Hilton and Supplier's account manager once a month to ensure best practices are being met and to review account health and status.
- (i) Pro-actively visiting Property within each geographic region and ensuring that there is a local Supplier representative across each region.
- (j) Providing monthly Service Level and performance reporting to Hilton.
- (k) Continuing to perform all roles and responsibilities of the 'Project Manager' function once installation has been completed.

6.6.8 Asset Management

- (a) Providing Hilton and Properties a diagram displaying the location of all System equipment that is deployed within each installed Property and included as part of the Property's documentation.
- (b) Providing Hilton and Properties a monthly report of all System equipment installed in each Property with serial numbers and deliver such Report to the Property and store a copy of the Report electronically in the Hilton database with InnCodes.
- (c) Performing asset database changes resulting from changes to during the month, if any hardware has changed. This report should include hardware installed as part of a new deployment, as well as any hardware installed as part of a MACD or break/fix event. The monthly report shall bring forward/current the initial diagram and equipment reports provided for each Property upon installation.

6.6.9 Configuration Management

- (a) Utilizing common processes, tools, and methods to configure the interfaces, systems and other portions of the Services properly.
- (b) Verifying that the configuration of in-scope equipment and software that Supplier installs meets the applicable Technical Standards.

6.6.10 Proactive Management

- (a) Providing 24 x 7 x 365 network monitoring to proactively identify and address system performance issues before Property intervention is required. Supplier will poll and verify connectivity and health of system at least every 5 minutes.
- (b) Managing, documenting and keeping current all configuration settings as changes occur such that if/when a Property has a failure the configuration can be restored quickly on a replacement device resulting in the downtime for the Property being minimized.
- (c) Verifying that components of devices are appearing correctly in the monitoring and reporting tool(s).
- (d) Responding when an issue is identified through monitoring software by opening a ticket and beginning the escalation and resolution process.
- (e) Validating/updating resolution of tickets as appropriate such that when a Problem is resolved, the ticket will be closed and the resolution will be documented in the ticket.
- (f) Updating the monitoring tools such that newly added equipment is added to the monitoring tool by Supplier when the equipment is installed and prior to its use in production.
- (g) Analyzing ticket data to look for trends or reoccurring Problems so that such chronic Problems will be isolated and corrected.
- (h) Configuring monitoring parameters to ensure applications and systems are performing to the Service Levels and other performance requirements under the MSA.
- (i) Configuring notifications via automated alerts when set monitoring thresholds are exceeded in any of the monitoring tools.
- (j) Communicating alerts to Hilton IT organization when outages or hardware failures (excluding card or minor failures) are detected.
- (k) Configuring the monitoring tools to generate monthly and yearly performance and uptime reports required in MSA Exhibit 3 Service Level Methodology.
- (l) Providing a system to monitor equipment on Hilton's premises and to configure such system to gather the required statistics needed to determine Service Level fulfillment.
- (m) Receiving monitoring alerts, reviewing those alerts and taking appropriate actions to remedy the cause of such alerts.
- (n) Notifying Hilton within 15 minutes of any Severity 1 issues, and continuing to update Hilton every 2 hours until resolution of said Severity 1 issue is reached.

7. Equipment Use / Re-use / Removal

7.1 Use Standards.

Properties will have the right to use or reuse, and the Supplier agrees to support as part of the Services, any equipment meeting the "Use Standards" set forth in this Section 7.1.

7.1.1 The equipment must be a COM2000 system, COM3000 system or a subsequent release of the Technicolor COM platform.

7.1.2 The equipment must either be purchased from Supplier or a Supplier subcontractor or approved by Supplier. The Supplier will not unreasonably withhold its approval of any equipment requested to be used by a Property, and the Supplier agrees that it must demonstrate to the Property's reasonable satisfaction why any equipment not approved will not enable the Supplier to perform the Services in accordance with the Service Levels and satisfy its other obligations under the MSA.

7.2 Equipment Removal.

7.2.1 In the event Hilton notifies Supplier that it has found any equipment not approved by Hilton under this MSA and installed by Supplier at a Property without Hilton's knowledge to be objectionable for any business reason or other legitimate cause ("Unapproved Equipment"), Supplier shall remove all such Unapproved Equipment at no charge. This right is expressly reserved to Hilton.

7.2.2 In the event Supplier is notified or discovers a Property has equipment that is not necessary for the Services or other functions ("Unnecessary Equipment"), Supplier shall identify and disconnect such Unnecessary Equipment and inform the Property.

7.2.3 Upon request from the Property or other member of the Hilton Group, Supplier will remove and either relocate or dispose of any Unnecessary Equipment. Supplier will relocate or dispose of all such equipment at no charge where such removal is taking place during a new installation. If such removal of Unnecessary Equipment is taking place at another time due to Hilton's request and not for any reason caused by Supplier, then such removal service may also include a fee as set forth in the Pricing Supplement to Schedule C, Pricing and Financials ("Truck Roll Charge").

7.3 Equipment not Meeting Use Standards.

For purposes of this Service Description, any equipment reused by a Property that does not meet the Use Standards set forth in Section 7.1 shall not be subject to the Service Levels requirements set forth in MSA Exhibit 3 Service Level Methodology.

7.4 Connected Room

Supplier acknowledges and agrees that the System equipment utilized to deliver the Services to the Properties must be compatible with Hilton's Connected Room platform. To that end, Supplier agrees as follows:

7.4.1 If DRM is required to deliver FTG channels on the System, the System must support both Pro:Idiom and Pro:Idiom Media DRM options.

7.4.2 Supplier shall support testing by Hilton of new DRM software and other new Connected Room functionality (including, but not limited to, new streaming content and guest room features), and Supplier shall jointly participate in that testing to test compatibility with the System and Services. Supplier shall enable additional DRM software as it becomes available and is determined to be compatible.

7.4.3 If Hilton updates its Connected Room DRM technology, and the updated technology is no longer compatible with the Supplier's system or Services, Hilton shall have the right to terminate this Service Description and to directly, or indirectly through the Properties, terminate all affected Participation Agreements.

7.4.4 Supplier shall update its technology, products and system offerings in accordance with best practices and technology standards. Should Supplier's products/systems become incompatible with Hilton's Connected Room platform as a result of any such changes, Hilton shall have the right to terminate this MSA and to directly, or indirectly through the Properties, terminate all affected Participation Agreements.

7.4.5 As soon as commercially possible, Supplier shall provide Hilton and the Properties with options to deliver content via the Internet to Hilton's Connected Room edge controller devices (the "Edge Controller(s)") without the use of Supplier head-end equipment.

7.4.6 Once the integration is complete, all Properties will have the option to convert from the satellite delivery model to the online content delivery model, and an option to revert to the original satellite model if necessary. If such conversion will require more than a minimal amount of Supplier's time and/or require Supplier to make a change to existing equipment, the Parties shall discuss and agree in good faith on the reasonable cost for such conversion based upon the rates set forth in the Pricing Supplement in Schedule C and the applicable rate card.

7.5 Transfer of Equipment, Software and Warranties

7.5.1 Upon the earlier of installation or delivery, and payment in full of all equipment fees, Supplier will transfer all right, interest and title to the equipment provided under this Service Description (other than equipment designated in this Service Description as being proprietary and specifically reserved to Supplier).

7.5.2 Supplier shall provide such equipment to Hilton free of all liens and encumbrances other than payment of the fees owed to Supplier and will pass through any and all available manufacturer's warranties. Supplier shall permit Hilton to take an assignment of any third-party maintenance agreement covering such equipment.

7.5.3 Supplier shall transfer or assign, and Hilton will take a transfer or assignment of, any licenses to firmware and other software installed on such equipment upon transfer of title to the equipment.

7.5.4 The Supplier agrees that this Section 7.5 (Transfer of Equipment, Software and Warranties) applies to all amplifiers and any other equipment and infrastructure installed at the Properties and required to deliver Services to the applicable Properties. Accordingly, upon the earlier of installation or delivery, Supplier agrees to transfer all rights, interests and title it has to such amplifiers and other equipment and infrastructure to Hilton free of all liens and encumbrances and will pass through any manufacturer's warranties.

6. Other Equipment and System Requirements

8.1 As further set forth in Schedule A, Services and Deliverables, Supplier must ensure that the System is capable of delivering HD, analog and 4K (when available) content via QAM and IP output (the installation of the IP network itself is not part of the scope) delivery methods and the System must be able to output both QAM and IP simultaneously. Further, the System must be able to receive off-airS and satellite Local Channels (satellite is preferred and to be used by default) excluding the antenna. Supplier will convert from QAM to IPTV at no cost to Hilton or a Property as and when IP delivery methods are made available to the Properties.

8.2 With regard to the System and as further set forth in Schedule A, Services and Deliverables, Supplier must verify that it is: (a) certified compliant with the Hilton Connected Room Edge Controller; (b) compatible in all Public Spaces; and (c) meets Hilton Engineering IPTV specifications and settings.

8.3 As further set forth in Schedule A, Services and Deliverables, Supplier shall enable appropriate digital rights management for all Guest Rooms and Public Spaces and further procure all required and necessary licenses, training, updates, and other tools to enable the latest features and DRM supported by the System as further described in the MSA and this Service Description.

8.4 Hilton may discontinue and remove COM2000 equipment from the Use Standards set forth in Section 7.1 of this Service Description in its sole discretion and at any time. Supplier may request that Hilton discontinue and remove COM2000 equipment from the Use Standards for future Participation Agreements if it has legitimate and verifiable concerns that (a) costs materially exceed the higher fees allowable for the COM2000 equipment as set forth in the Pricing Forms Supplement to Schedule C, Pricing and Financials, or (b) COM2000 equipment failure rates spike and are significantly higher than reasonably expected based upon historical projections. Hilton will review Supplier's request and agrees that it will in good faith negotiate with Supplier to either discontinue future inclusion of the COM2000 equipment in the Use Standards or to further modify applicable exceptions and/or pricing for the use of COM2000 equipment.

7. ThisRemoval of Content

Within forty-eight (48) hours of notification by Hilton, the Supplier shall remove any channel(s) and/or inserted materials or content from the Services that any member of the Hilton Group finds objectionable for any business reason or other legitimate cause. This right will be reserved to Hilton and will not be exercisable by other members of the Hilton Group.

8. Application to Hilton Group Members Currently under Contract with Supplier

Any Hilton Group member under a separate contract with the Supplier, a Supplier affiliate or a Supplier subcontractor (the "Current Supplier") for services similar to the Services will have the right to take advantage of the pricing under this Service Description, subject to and in accordance with the following terms.¹ The Hilton Group member may elect to terminate its contractual arrangement with the Current Supplier and enter into a Participation Agreement for a term not to exceed 60 months under this Service Description. If the Hilton Group member terminates the Current Supplier contract and enters into a Participation Agreement under this Service Description, notwithstanding the terms of such Current Supplier agreement, Supplier agrees that:

- (a) the only termination fee that the Current Supplier may charge is the pro-rata portion, or the "un-earned" portion, of the original subsidy, if any, received by such Hilton Group member, which shall not exceed \$35 per applicable Guest Room. For example, if the Hilton Group member's Current Supplier contract is terminated in the 13th month, and such Hilton Group member has 100 applicable Guest Rooms and the original subsidy received was \$35 per applicable Guest Room, the Hilton Group member would owe an early cancellation fee equal to \$2,800.00 [$\$35 * 100 * (60 - 12) / 60$];
- (b) all outstanding equipment charges under the Current Supplier contract will be paid off by the Hilton Group member or financed (along with any new equipment) by the Supplier through the new Participation Agreement as follows: (i) if such equipment is COM2000 or older the Hilton Group member may upgrade to new, replacement COM3000 (or newer generation of equipment) from Supplier under the new Participation Agreement provided that the Hilton Group member pays such outstanding unpaid portion of the equipment (if any); or (ii) if such equipment is either COM2000 or COM3000 the Hilton Group member may keep such equipment and any remaining balance outstanding will either, at the Hilton Group member's option, be paid off by the Hilton Group member or financed by Supplier under the new Participation Agreement;
- (c) notwithstanding any terms to the contrary, no further termination fees or payments will be due or owing and Supplier will ensure that the Current Supplier waives its right to any such fees or payments; and
- (d) the Hilton Group member will receive all of the benefits and incentives of entering into a new Participation Agreement including, without limitation, any start-up subsidy.

9. Television Channel Lineup and Pricing Changes

For any Supplier - or Supplier subcontractor-initiated change that triggers a change in the television channel line-up for any Property, Hilton or the Property will have the ability to request, and the Supplier shall provide, replacement channel(s) that are reasonably consistent in terms of ratings, language, content and viewership, and neither Hilton nor the Property will be responsible for any transition or other costs (such as reprogramming channel lineup) associated with the change. Hilton or Property will first look to its current television programming package for replacement channels and will only go outside the package in the event there are not reasonably consistent replacement channels within the package.

10. Television Programming Licensor Disputes

In the event that Supplier or any Supplier subcontractor has a channel outage due to a dispute with the licensor of the television content affecting all Supplier or Supplier subcontractor subscribers to the affected channel(s), Supplier shall minimize the impact of the outage on the Hilton Group, including by doing the following:

12.1 In the case of any dispute that could reasonably be expected to lead to an outage of any channel, Supplier shall promptly notify Hilton of the dispute and the potential impact (channel(s) and regions affected) and shall keep Hilton informed as to the progress of the resolution of the dispute.

12.2 In the case of an outage of any channels outside of the ESPN family of channels, Supplier shall replace each affected channel with either a premium movie channel (e.g., Showtime, HBO, Starz, etc.) or another channel in the package that provides reasonably consistent content. The number of affected channels will be replaced with an equal number of channels within the premium group subscribed to by each affected Property. If the number of affected channels exceeds the number of premium group channels available, other mutually agreed upon premium channels will be selected and used as the replacement(s). Should any ESPN channels become unavailable, Supplier shall replace those channels with the following channels in the order listed depending upon the number of ESPN channels affected: NFL Network, Golf Channel, and MLB Network.

12.3 In the case of an outage of any premium movie channel(s) that persists for 30 days or more, each affected Property shall at its option, be entitled to either (i) swap the premium movie channel for another channel of its choosing or (ii) elect a credit for the cost of the affected channel or package for the entire duration of the outage, prorated for the number of days of the outage. If a credit is elected, the credit will be applied on the billing cycle immediately following the 30th day of the outage and monthly thereafter until the channel(s) is/are restored. Supplier shall proactively notify the affected Properties of the outage and their remedies and to implement the foregoing channel swaps or credits.

12.4 For Properties with remote channel reprogramming capabilities, Supplier shall complete all channel replacements within 24 hours of the outage if not sooner if circumstances (e.g., prior knowledge of a pending outage) permit. For Properties without remote channel reprogramming capabilities, Supplier shall complete the channel replacement within 72 hours of the outage if not sooner if circumstances (e.g., prior knowledge of a pending outage) permit. When the outage of the original channel(s) has been remediated, Supplier shall restore the original channel(s) on the same timeframes, i.e., within 24 or 72 hours depending upon whether or not the affected Property has remote programming capabilities.

12.5 In the case of an outage of any Local Channels (ABC, CBS, NBC, CW, FOX and/or PBS affiliates) Supplier will implement and provide an off-air Local Channel equivalent at all affected Properties within three (3) days of the commencement of the outage and will install at Supplier's sole cost an off-air antenna capable of providing such Local Channels to the affected Properties. If an outage of any Channel (see Channel Lineup Supplement to this Schedule B1) persists for sixty (60) consecutive days, the Property(ies) affected will have the right to terminate their Participation Agreement for cause.

12.6 The acknowledgment that the licensor dispute outages described in this Section may arise during the term of the MSA is not intended to, nor will it be deemed or interpreted to, diminish or alter any rights or remedies of any member of the Hilton Group in connection with any such outage.

13. TECHNICAL STANDARDS

The Supplier shall at all times adhere to the "Technical Standards" set out in this Section 13 in its performance of the Services.

13.1 Infrastructure

13.1.1 System must be able to operate over the following infrastructures: Coaxial Cable MATV (homerun or loop-through wiring) and Ethernet.

13.1.2 System must be capable of delivering HD, analog and 4K (when available) content via QAM and IP delivery. The System must be able to output both QAM and IP simultaneously.

13.1.3 System must be capable of receiving off-air and satellite Local Channels (satellite delivery is preferred and to be used by default).

13.1.4 Supplier should provide certifications for all major upgrades to the above systems, as well as all subsequent revisions of each above system within 30 days of release of the upgrade or updated revision.

13.2 Digital Rights Management

13.2.1 It is Supplier's responsibility to ensure compatibility with Hilton's television system and Hilton's Connected Room system at Supplier's full cost.

13.2.2 Supplier must certify that System is using a final, approved version of the agreed-upon encryption and is not considered a "Beta" or contingent on any future conditions.

13.2.3 Any required changes to software and/or firmware required to address changes in broadcast CODECs (e.g., from MPEG4 to a newer standard) during the term of the MSA will be executed by the Supplier at no cost.

13.2.4 Any required changes to hardware and/or software required to address changes in DRM standards during term of the MSA will be executed by the Supplier at no cost to the Property.

13.3 Equipment

13.3.1 If the System utilizes a head-end infrastructure, the equipment will be located in the central equipment room. All of the specified equipment required to operate the System must be able to co-exist with other systems/equipment. This includes but is not limited to the space allocation, A/C requirements, power requirements and rack enclosures.

13.3.2 All equipment installed by Supplier needs to be approved by Supplier's programmer source and in full compliance with minimum standards set by such programmer.

13.3.3 All equipment supplied by Supplier must be new and not refurbished or used.

13.4 Televisions

13.4.1 System must be compatible with any hospitality, Pro:Idiom. MPEG4 TV and Hilton's Connected Room DRM requirements as specified by Hilton from time to time.

13.4.2 The lineup and "channel map" must be easy to modify from a central location on property and should not require a room visit in order to change the channel lineup. (Supplier can also manage central programming from its offices.)

13.4.3 Supplier must provide DRM key maintenance if and as required.

13.4.4 System must adhere to industry standards for audio transmission and for Closed Captioning.

13.5 Software/Firmware Updates

13.5.1 All software and/or firmware updates required for equipment or any other component of system will be available within 96 hours of production.

13.5.2 Deployment of critical software/firmware updates will be sequenced by size of property; larger properties will be given precedence.

13.5.3 Before deployment of update, Supplier must notify Hilton with summary of changes and potential impacts. Hilton approval required before deployment.

13.5.4 If equipment is made obsolete via update, Supplier is responsible for replacing equipment at no cost to Hilton or any Property.

13.6 Other FTG System and DRM Minimum Requirements

13.6.1 Supplier must verify that the FTG System installed (a) is certified compliant with the Hilton Connected Room Edge Controller; (b) is compatible with all Public Spaces; and (c) meets Hilton Engineering IPTV specifications and settings.

13.6.2 Supplier must also:

- a. Enable appropriate DRM for Guest Rooms and Public Spaces;
- b. Procure all necessary licenses, training, updates, and tools to enable latest features and DRM supported by the System;
- c. For RF/Coax: Provide Hilton with the channel lineup, including but not limited to channel code, name, physical number, and frequency in a shared format to be jointly agreed (e.g., a shared database or shared file);
- d. For IPTV: provide Hilton with URL's, DHCP addresses, and any other settings needed to deliver the FTG IPTV in a shared format to be jointly agreed (e.g., a shared database or shared file);
- e. Test IPTV System functionality with Hilton's Connected Room supplier / subcontractors;
- f. Use same/consistent settings whenever possible for all Properties on Coax and IPTV to make channel lineup setup streamlined. Hilton will communicate the settings to the Properties;
- g. Integrate with a welcome channel, if required by Hilton;
- h. Integrate with Hilton's Connected Room interactive program guide, if required by Hilton;
- i. Test in at least 5 rooms that programming is working on Hilton's Connected Room Edge Controller (if available) and channel change speed does not exceed an average of 2.5 seconds;
- j. Alert Hilton's Connected Room team if it becomes aware of any issues with the FTG such as excessive TV channel change on the Edge Controller, or other inconsistent behavior; and
- k. Cooperate fully with Hilton's Connected Room and UnoNet installers in FTG-installed Properties, including resolving Property-specific issues in a proactive manner.

13.7 Guest Facing Design Changes

Initial release or any subsequent releases (with updates, enhancements, etc.) to a guest facing FTG GUI cannot be deployed until approved by Hilton, in accordance with MSA.

13.8 Remote Diagnostics

The Supplier must be able to provide remote support to aid in the diagnostic of devices installed within the Property in case of Problems. This support should be available 24x7x365 days of the year. Remote access to devices should be restricted to authorized members of the Supplier's Network Support staff through the use of secure connections or similar technology.

13.9 Infrastructure Diagrams

The Supplier should at all times keep all infrastructure components in a format accessible and modifiable using commercially available software. If created, a copy of this diagram should be provided to Hilton and Property.

13.10 System Data

For the avoidance of doubt, any data related to any activity on the System (e.g., guest usage, consumption trends, etc.) is Hilton – owned data and may only be used by Supplier with Hilton’s express written permission for the purpose specifically requested and approved by Hilton.

14. Proper Staffing. Supplier will ensure that all members of its implementation team are skilled and experienced in the Free to Guest Services. Supplier will ensure that proper Supplier expertise is onsite at the Property during the deployment and that its team members are properly supervised.

15. Installation Error Remediation. Supplier will return to the Property to remediate (fix) any incomplete, incorrect or unsuccessful Free to Guest Services, including without limitation installation that don’t operate properly (each, a “Non-Conformity”) within three (3) days of being notified by the Property of such Non-Conformity. Supplier will fix each Non-Conformity within five (5) days of being told about it by the Property and will do so at no charge to the Property. If remediation activities require entry by Supplier into 10% or more of the Property’s guest rooms to fix Non-Conformities the Property may deduct 25% from the Supplier’s charges for the Free to Guest Services.

16. Supplier Warranty. Supplier warrants that it will fix all Non-Conformities for the first 90 days after completion at no charge.

17 Accommodations. During installation, the Property, at its discretion, shall provide a complimentary room on site, at such Property, to Supplier's project supervisor and for Supplier’s other installation personnel, based upon the schedule set forth below. The complimentary accommodations shall not exceed the maximum limit set forth below except with the prior consent of the Property. After the above room nights have been used, in the event that the Property occupancy exceeds 90% for any given night, the Property shall have the right (but not the obligation) to charge Supplier 50% of the then current minimum Property room rate for each room for each night that Property occupancy exceeds 90%. Supplier and Property shall use commercially reasonable efforts to schedule installations at a time when Property occupancy is expected to be less than 90%. All other expenses incurred by the Supplier installation team will be paid by the Supplier team members or the Supplier.

SUPPLIER PERSONNEL REQUIREMENTS	MAXIMUM ACCOMMODATION REQUIREMENTS
2 to 4 techs + 1 supervisor x 3 nights	Up to 15 room nights

Channel Lineup Supplement to Schedule B1

LOCAL CHANNELS	1 ABC HD 2 CBS HD 3 NBC HD 4 FOX HD 5 CW HD
PREMIUM MOVIE CHANNELS SELECT A MINIMUM OF 5 CHANNELS (Properties with Connected Room installed may opt not to carry Premium Movie Channels. They may reduce their lineups to 35 channels or may select up to an additional 5 channels from any programming package to which they subscribe.)	6- STAR MAX HD 10 CINEMAX HD HBO East/West HD HBO2 East/West HD HBO Comedy HD HBO Family HD HBO Latino HD HBO Signature HD HBO Zone HD IFC HD The Movie Channel HD Showtime East/West HD Showtime 2 HD Showtime Family Zone HD Showtime Next HD Showtime Showcase HD Showtime Women HD Showtime X BET HD STARZ Encore HD
NEWS CHANNELS	11 MSNBC HD 12 CNN HD 13 CNBC HD 14 Fox News HD

SPORTS CHANNELS

- 15 Headline News HD
- 16 Weather Channel HD or equivalent

ENTERTAINMENT & FAMILY
CHANNELS

- 17 ESPN HD
- 18 ESPN2 HD
- 19 Fox Sports 1 HD
- 20 TBS HD
- 21 TNT HD
- 22 USA HD
- 23 Comedy Central HD
- 24 Discovery HD
- 25 FX HD
- 26 Food Network HD
- 27 HGTV HD
- 28 A&E HD
- 29 Cartoon Network HD
- 30 AMC HD
- 31 Bravo HD
- 32 History HD
- 33 National Geographic HD
- 34 MTV HD or Chinese channel
- 35 E! Entertainment HD or Chinese channel
- 36 Lifetime HD
- 37 Disney HD
- 38 Nickelodeon HD
- 39 Freeform HD
- 40 PBS HD

MASTER SERVICES AGREEMENT

by and between

HILTON DOMESTIC OPERATING COMPANY INC.

and

PINNACLE COMMUNICATIONS CORPORATION

Effective as of March 1, 2023

SCHEDULE C to SUPPLEMENT No. 3

Free to Guest- DirecTV

PRICING AND FINANCIALS

SCHEDULE C

PRICING AND FINANCIALS

1. INTRODUCTION

This Schedule C, Pricing and Financials (this “Schedule”) is attached to and incorporated by reference into Supplement No. 3 to that certain Master Services Agreement by and between Hilton Domestic Operating Company Inc., a Delaware corporation (“Hilton”) and Pinnacle Communications Corporation (“Supplier”) (the “Master Agreement” or “MSA”). All capitalized terms used herein without definition shall have the meanings given to such terms in this Schedule, Schedule A, Definitions or elsewhere in the MSA.

2. SUPPLEMENTS TO THIS SCHEDULE

The following Supplement is attached to this Schedule C and is hereby incorporated by reference:

Pricing Supplement

Supplier may charge Charges for the Services up to and equal to those amounts listed in the Pricing Supplement but may not charge amounts in excess of those amounts listed in the Pricing Supplement.

3. GENERAL PRICING TERMS

3.1 There are no fees or other charges for the Services under Schedule B except for the fees expressly set out in this Schedule. The fees described in this Schedule are exclusive of any taxes payable by Hilton pursuant to the MSA and of freight charges for shipping equipment to the Properties, which shall be billed on a pass-through basis.

3.2 The fees in this Schedule C are specified in United States dollars.

3.3 Except as otherwise provided in the MSA, the fees will remain fixed for the term of the MSA.

3.4 Fees or other amounts payable by one party to the other shall be paid within 60 days of the invoice due date as set out in the MSA.

3.5 References in this Schedule C to other schedules are, unless otherwise noted, references to other Schedules under Supplement 3.

3.6 References in this Schedule C to DIRECTV are deemed to be references to Supplier’s subcontractor DIRECTV, or any replacement subcontractor approved by Hilton pursuant to the MSA.

3.7 Once the Supplier implements and makes available to the Hilton Group an application based deployment model for the Free to Guest Services, the fees described and referenced in Section 6 through Section 8 and in Sections 11 and 12 below shall be eliminated to the extent no longer applicable (e.g., head-end equipment and related fees will no longer be required) or equitably reduced to reflect the reduced cost and level of effort associated with the new deployment model.

4. MONTHLY PROGRAMMING FEES

4.1 Each Property shall pay a “Monthly Programming Fee” equal to the amount specified in the applicable Participation Agreement, which shall be derived, as determined by the Property, from the Programming Fees listed on the ‘Programming’ tab of the Pricing Supplement. The Monthly Programming Fee will be calculated on a per-room basis against the number of available rooms at such Property reported by Hilton through its PMS each month.

4.2 Fitness centers, lobbies and executive lounges that do not qualify as a Public Space will each be charged as 1 available room. Public Space fees (set forth in Section 11 below) will apply to: (i) lobbies with more than 5 TVs, (ii) fitness centers with more than 10 TVs or personal viewing screens in the aggregate, and (iii) Public Spaces that sell food and beverage for immediate consumption.

4.3 The DIRECTV programming offered by the Supplier under this Service Description is grouped into packages. A Property that subscribes to any package is eligible to receive any or all channels within the package for the same Monthly Programming Fee.

4.4 The Monthly Programming Fee for any additional programming packages not listed on the 'Programming' tab of the Pricing Supplement selected by the Property will be provided on a pass-through basis from the DIRECTV rate card provided by Supplier. The rates charged on a passthrough basis may not be increased from those in the DIRECTV rate card, but such rates are subject to any reductions provided by DIRECTV or Supplier.

4.5 Properties may modify their programming packages by:

(a) adding or substituting channels from a package they already subscribe to, which will incur no additional Monthly Programming Fee;

(b) adding channels from a package to which they are not already subscribed, for which the Monthly Programming Fee may be increased by the amount of that programming package on a pass-through basis from DIRECTV;

(c) eliminating channels from their channel lineup and therefore no longer subscribing to a particular package, for which the Monthly Programming Fee will be reduced by the amount set out in the 'Programming' tab of the Pricing Supplement, or if no amount is specified for that channel in the 'Programming' tab of the Pricing Supplement, on a pass-through basis from DIRECTV; and/or

(d) increasing the number of HD channels, which will incur no additional Monthly Programming Fee for any and all channels included in that package.

4.6 Invoicing for the Monthly Programming Fee for each Property will commence when Services are activated and available for use by Guests as designed at the applicable Property and will occur in accordance with the MSA.

4.7 In the event of a price increase under, or the expiration or termination of, Hilton's Strategic Relationship Agreement with DIRECTV, Supplier shall have the right to pass through to the Properties any increases in the Monthly Programming Fees it incurs from its subcontractor DIRECTV, provided that such increases (i) are applied generally across DIRECTV's hospitality subscriber base, (ii) will not exceed 5% per Service Year and (iii) will not take effect until 45 days following receipt of notice from the Supplier of the proposed increase.

5. MONTHLY SUPPORT

5.1 Each Property shall pay a "Monthly Support Fee" equal to the amount specified in the applicable Participation Agreement, which shall be derived, as determined by the Property, from the Monthly Support Costs listed on the 'Monthly Costs' tab of the Pricing Supplement. The Monthly Support Fee will be calculated on a per-room basis against the number of available rooms at such Property reported by Hilton through its PMS each month and covers support, maintenance, equipment, installation and other Services described in Schedule B not otherwise separately priced in this Schedule C.

5.2 For the avoidance of doubt, no portion of the Monthly Support Fee will be charged for public viewing areas such as fitness centers, lobbies, bars, or restaurants, regardless of number of TVs in those public viewing areas.

5.3 The Monthly Support Fee includes all hardware, software and Services necessary to achieve the Technical Standards and the other requirements of Schedule B including all dishes, receivers, modulators, transcoders, software licenses, and controllers. Supplier will supply Properties at no charge the then-latest version of the COM3000, which will be capable of supporting 40 HD QAM/IPTV channels with the ability to also receive off-air local channels.

(a) The Monthly Support Fees include the then-latest version of the COM3000 equipment configurations as released and offered by Supplier:

	Chassis	HD Blade	COM51 SW License	QAM 20	QAM2
40 HD QAM	1	3	16	1	0
60 HD QAM	1	4	28	1	0
40 HD Ethernet	1	3	16	0	0
60 HD Ethernet	1	4	28	0	0

(b) All references herein to COM3000 equipment solution shall include all newer generations of equipment solutions offered by Supplier. Supplier shall use the latest generation of equipment configurations including all software and firmware Sfor all Properties within ninety (90) days of use of such equipment configuration including all software and firmware by Supplier in its general operations.

(c) Supplier will upgrade all Properties from QAM to IPTV as requested and available for the Properties at no charge.

5.4 The Monthly Support Fees may vary from those set out in the Pricing Supplement only in the event that Hilton or Property requests a design other than that which is required to satisfy the requirements of Schedule B or in the event a different design is required to satisfy the requirements of Schedule B due to environmental considerations or equipment not meeting the Use Standards, at the Property. The Provider must demonstrate any such deviations to Hilton's reasonable satisfaction before it shall be entitled to equipment or Installation Fees higher or lower than those that would otherwise be payable under this Schedule C and the Pricing Supplement.

5.5 Supplier shall offer financing for Participation Agreements itself or via third party leasing companies, covering the full cost of the relevant Service Description initial cost.

5.6 Invoicing for the Monthly Support Fee for each Property will commence when Services are activated and available for use as designed at the applicable Property and will occur in accordance with the MSA.

5.7. For the avoidance of doubt, cabling and distribution equipment belonging to the Property are the responsibility of the Property to install and maintain and are not included in the Monthly Support Fee. However, if requested by the Property, Supplier will repair any cabling or equipment distribution issues that arise if requested to do so by the Property on a time and material basis payable by the Property as agreed to between Supplier and Property.

6. CABLING DESIGN

6.1 The fees for the cabling, site survey and other professional services, are listed on the 'Cabling Design' tab in the Pricing Supplement.

6.2 Site survey fees are included within the scope of the Services at no additional cost for a Property that has as an active Video-on-Demand and/or Free to Guest Services system serviced by Supplier and for Properties executing a Participation Agreement with Free to Guest Services.

7. ADDITIONAL SERVICES TAB

7.1 Any fees that apply to additional, non-core services (MACD) above and beyond what has been included in the Monthly Support Fees are set forth exclusively in the 'Additional Services' tab of the Pricing Supplement. For the avoidance of doubt, the fees in the "Additional Services" tab portion of the Pricing Supplement are not-to-exceed fees, and the Supplier agrees that it will in all instances charge Hilton Additional Services Fees that are market competitive, subject to those not-to-exceed fees. The rates in the Additional Services tab portion of the Pricing Supplement shall only be chargeable for the specific events set forth in the following description of such rates and only in connection with a Hilton approved change request reflecting such rates and the corollary fees.

8. ADDITIONAL EQUIPMENT RATE CARD

8.1 Any fees that apply are set forth exclusively in the "Additional Equipment" tab of the Pricing Supplement. For the avoidance of doubt, the fees in the Additional Equipment tab portion of the Pricing Supplement are not-to-exceed fees, and the Supplier agrees that it will in all instances charge Hilton Additional Equipment Fees that are market competitive, subject to those not-to-exceed fees. The rates in the Additional Equipment Rate Card portion of the Pricing Supplement shall only be chargeable for the specific events set forth in the following description of such rates and only in connection with a Hilton approved change request reflecting such rates and the corollary fees.

9. FTG PROGRAMMING & HARDWARE INCENTIVES

9.1 Provider will extend to all Properties any and all future financial programming incentives, financial hardware incentives and any other considerations afforded to the Supplier from DIRECTV, Premium Channel Content Providers, or hardware manufacturers during the term of the MSA.

9.2 Supplier will use commercially reasonable efforts to identify and notify Hilton and Properties concerning any available price reductions and incentives offered by Supplier or DIRECTV and shall assist the Properties in taking advantage of all available incentives (hardware, programming, etc.) at no additional cost to the Hilton Group.

9.3 Supplier will supply Properties the then-latest version of the COM3000, which will be capable of supporting 40 HD QAM/IPTV channels with the ability to also receive off-air local channels. If a Property already has a COM3000 that meets the requirements for equipment re-use terms of Schedule B, such equipment may be used.

9.4 For each Property that enters into a sixty (60) month Participation Agreement, Supplier shall provide a credit to the Property equal to \$35 times the number of applicable Guest Rooms (including Public Spaces) at the Property to be applied by Supplier in the Property's charges under the Participation Agreement (the "Start-up Subsidy").

10. TERMINATION CHARGES

10.1 Unpaid portion of equipment. In the event equipment financing obligations remain at the time of termination, at Hilton's option and sole discretion, such unpaid portion of the equipment and the financing obligations may be satisfied by either (i) continued payments according to the financing terms; or (ii) a one-time final payment in full of the remaining balance owing subject to the early payment terms of the financing terms.

10.2 If the termination is solely for the Property's convenience under the MSA, then in addition to the termination charges described in Section 10.1 above:

(a) A Property that received a start-up subsidy may be charged a pro-rata portion, or the “un-earned” portion, of the start-up subsidy received by such Property. For example, if the Property’s Participation Agreement is terminated in the 13th month of its initial Participation Agreement, and such Property has 100 applicable Guest Rooms, the Property would owe an early cancellation fee equal to \$2,800.00 [$\$35 * 100 * (60 - 12) / 60$].

10.3 The termination charges described in Section 10.1 and 10.2 above will not be payable in the event the affected Property(ies) agree to continue using DIRECTV service for the remainder of their subscription with DIRECTV or an authorized reseller of DIRECTV services following the effective date of termination.

11. PUBLIC SPACE FEES

11.1 Each Property that elects to receive Public Space Services (with the exception of the fitness centers, lobbies and executive lounges described in Section 4.2 above which shall each be treated as one available room) in the applicable Participation Agreement for a public viewing area where food and beverage are sold for immediate consumption shall pay a Monthly Programming Fee equal to the amount stated in the applicable Participation Agreement, which shall be derived from the Programming Fees listed on the ‘Public Space’ tab of the Pricing Supplement.

(a) Each Property will choose from one of the ‘Commercial’ packages listed on the ‘Public Space’ tab of the Pricing Supplement.

(b) Each Property subscribing to the Public Space Services packages listed above may also choose to add NFL Sunday Ticket at no charge for the first 12 months of the applicable Participation Agreement term. After that 12-month period, the Fee for NFL Sunday Ticket will be equal to the rate charged by DIRECTV for NFL Sunday Ticket pursuant to its published hospitality rate card.

(c) Each Property may choose to add satellite music at no charge for the first 3 months of the applicable Participation Agreement term. After that 3-month period, the fee for satellite music will be as set out in the ‘Public Space’ tab of the Pricing Supplement.

(d) Each Property that elects to receive its applicable Public Space Services packages in HD shall pay a monthly HD Access Fee as set out in the ‘Public Space’ tab of the Pricing Supplement.

11.2 Installation and Equipment Fees are set out in the ‘Public Space’ tab of the Pricing Supplement. These fees include all hardware, software, professional and other Services necessary to achieve the Technical Standards and the other requirements of Schedule B for the covered public viewing areas.

12. MASTER ANTENNA TELEVISION FEES

12.1 A Property may elect to have the Supplier perform cabling installation Services at its Property, which Services are referred to herein as Master Antenna Television System (MATV) Services. Any fees that apply to MATV Services are set forth exclusively in the “MATV” tab portion of the Pricing Supplement. For the avoidance of doubt, the fees in the MATV tab portion of the Pricing Supplement are not-to-exceed fees, and the Supplier agrees that it will in all instances charge Hilton MATV fees that are market competitive, subject to those not-to-exceed fees. The rates in the MATV tab portion of the Pricing Supplement shall only be chargeable for the specific events set forth in the following description of such rates and only in connection with a Hilton approved change request reflecting such rates and the corollary fees:

- (a) Terminate IDF/MATV distribution locations (Homerun/Trunk&Tap)
- (b) Terminate IDF/MATV distribution locations (Riser)
- (c) Inspect and test IDF/MATV distribution locations

- (d) Install/Balance broadband amplifier
- (e) Terminate Guest Room TV outlets (Homerun topology)
- (f) Replace taps and connectors in Guest Room TV outlets (Riser topology)
- (g) Check/Repair Guest Room TV outlets
- (h) Test/Repair Guest Room TV outlets
- (i) Replace coax jumpers from wall to TV
- (j) Inject, test and record TV outlet signal levels
- (k) Room access fee
- (l) Replace barrel and connector (2nd outlet location in guestroom)
- (m) Pull RG-11 trunk cable
- (n) Pull RG-6 distribution cable
- (o) Move heavy furniture
- (p) Travel, parking of installer

12.2 Fees in the MATV Rate Card are charged as labor and materials per unit and exclude the following:

- (a) Plenum rated cable
- (b) Permits
- (c) Concrete drilling, x-rays
- (d) Wall cutting/repair (drywall, wallpaper, painting)
- (e) Replacing connectors on short riser cabling
- (f) Replacing cables in damaged or blocked conduits
- (g) Lodging of installer
- (h) More than 1 trip to complete work
- (i) Replacing damaged cables.

13. ADJUSTMENTS FOR INFLATION AND DEFLATION

13.1. The Supplier will calculate and apply the Economic Change Adjustment (“ECA”) as described below following the twelfth (12th) month after the commencement of providing Services under Schedule B (“Services Commencement Date”). The ECA will be payable on a prospective basis (for example, the actual inflation for the Services for year 3 of the term (“Services Year 3”) will determine the ECA that may be applicable to fees payable during Services Year 4). The ECA shall be applicable only to the charges for Services provided after installation is complete (the “ECA Affected Charges”). The ECA will not apply to one-time charges, project charges (unless otherwise provided in the statement of work for the project), pass through expenses and termination charges. The

ECA will not apply to the DirecTV rate card. The ECA will be determined as soon as practicable after the end of each Services Year using the formula below (the “ECA Factor”). An ECA Factor will be established for each Services Year in accordance with the calculations set forth below and be applicable for each month within such Services Year.

13.2. The Parties agree to use the Consumer Price Index-All Urban Consumers (current series) released by the Bureau of Labor Statistics, U.S. Department of Labor for purposes of determining inflation (the “Price Index”). For Schedule B, the “Base Month” shall be the calendar month preceding the Services Commencement Date. In the event such Price Index is no longer published or its content and format is substantially changed, Hilton and the Supplier will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index to another year, Hilton and the Supplier will continue to use the Price Index, but will convert the Base Month Price Index to the new base month/year by using an appropriate conversion formula.

13.3 The Supplier will determine the total aggregate adjustment to the Price Index from the Base Month, subject to the limitations described below to obtain the ECA Factor.

- (a) The Base Month Index is the Price Index as of the Base Month.
- (b) The percentage increase in the Price Index for each Services Year subject to the foregoing limitations (each an “Adjusted Year-to-Year Price Index Percentage” or “AYYPIP”) will be determined as follows:
 - (i) if the year-to-year change in the Price Index for a given Services Year is determined to be equal to or less than three percent (3.0%), then such actual year-to-year change in the Price Index will be applied,
 - (ii) if the year-to-year change in the Price Index for a given Services Year is determined to be greater than three percent (3.0%), then the change in the Price Index shall be deemed to be three percent (3.0%), or
 - (iii) if the year-to-year change in the Price Index for a given Services Year is determined to be less than zero percent (0.0%) then the change in the Price Index shall be deemed to be zero percent (0.0%).
- (c) The ECA Factor will be expressed as a percentage and determined by (i) obtaining the product of (a) 1 plus AYYPIP for the current Services Year and (b) 1 plus AYYPIP for each prior Services Year that was subject to ECA and (ii) subtracting 1 from the result of the calculation in subsection (i).
- (d) The ECA Example Table set forth below includes an example of how the ECA Factor is calculated.

13.4. ECA Calculation. Hilton The ECA is equal to the ECA Factor times the fees subject to the ECA (as described above) due the Supplier for each month of the Participation Agreement following the twelfth (12th) month after the Services Commencement Date. The ECA will be calculated as follows:

$$\text{ECA} = (\text{ECA Factor}) \times (\text{ECA Affected Charges})$$

The following table sets forth an example of how the ECA, ECA Factor and constituent elements are calculated.

ECA Example Table				
	Services Year 1⁽¹⁾	Services Year 2	Services Year 3	Services Year 4
Starting Price Index	215 Base Month Index	223	221	225
Actual Price Index	223	221	225	227

Actual Percentage Increase in Price Index	3.721%	-0.897%	1.810%	0.889%
Adjusted Year-to-Year Price Index Percentage	3.0%	0.0%	1.810%	0.889%
ECA Factor	3.0%	3.0%	4.864%	5.796%
ECA Affected Charges	\$1,000	\$2,000	\$1,800	\$2,500
ECA	\$18.00	\$36.00	\$52.53	\$86.95

⁽¹⁾ The ECA becomes applicable in the twelfth (12th) month after the Services Commencement Date. For example, if the Services Commencement Date is April 1, 2023, the ECA will not be applicable until April 1, 2023.

In order to determine the ECA Factor applicable to Services Year 4 above:

(a) Determine the Adjusted Year-to-Year Price Index Percentage for each year.

(i) Services Year 1 equals 3.00%, because the AYYPIP is greater than 3% $[(223-215)/215 = 3.721\%]$

(ii) Services Year 2 equals 0.0%, because the AYYPIP is less than 0.0% $[(221-223)/223 = -0.897\%]$

(iii) Services Year 3 equals 1.810% $[(225-221)/221 = 1.810\%]$

(iv) Services Year 4 equals 0.889% $[(227-225)/225 = 0.889\%]$

(b) The ECA Factor for Services Year 4 is determined as follows:

$$(1 + .03) \times (1 - .00) \times (1 + .0181) \times (1 + .00889) = 1.05796 \text{ or } (5.796\%)$$

The ECA is determined by the product of the ECA Factor and the ECA Affected Charges for each month during the applicable Services Year.

13.5 Application to Rates. Each rate card agreed by the Property and Supplier, if any, shall be adjusted following the twelfth (12th) month after the Services Commencement Date by the ECA Factor. For example, if there is a rate for an individual resource equal to \$25, this rate would be equal to \$25.75 for Services Year 2 ($1.03 \times \$25$), \$25.75 for Services Year 3 ($1.03 \times \$25$), \$26.22 for Services Year 4 ($1.04864 \times \$25$), and \$26.45 for Services Year 5 ($1.05796 \times \$25$).

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Programming (pricing accurate as of 3/1/2023)				
Country	Package Name	Channel	Channel Description	[per available room per month]
United States	Entertainment Package			\$6.25 (without premium movie channel)
			A&E	\$5.87 (with premium movie channel)
			AMC	
			Animal Planet	
			AXS TV	
			BBC America	
			BET	
			Bloomberg TV	
			Bravo	
			C-SPAN Dig	
			C-SPAN2 Dig	
			Cartoon Network	
			CMT	
			CNBC	
			CNN	
			Comedy Central	
			Discovery Channel	
			Disney	
			Disney Jr	
			Disney XD	
			E! Entertainment Television	
			ESPN	
			ESPN2	
			ESPNews	
			ESPNU	
			Food Network	
			Fox Business Network	

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			Fox News	
			Fox Sports 1	
			Freeform	
			FX	
			FXX	
			Galavision	
			Hallmark Channel	
			Hallmark Movies Channel	
			HGTV	
			History Channel	
			HLN	
			Investigation Discovery	
			Lifetime Television	
			Motor Trend	
			MSNBC	
			MTV	
			National Geographic	
			Nickelodeon	
			Paramount Network	
			Syfy	
			TBS	
			The Learning Channel	
			TNT	
			truTV	
			Turner Classic Movies	
			TV Land	
			Univision	
			USA Network	
			VH1	
			VICELAND	
			WE Women's Entertainment	
			WeatherNation	

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United States	NFL Network + MLB Network			\$0.49
			NFL Network	
			MLB Network	
United States	NFL Sunday Ticket up to 200 Rooms - Flat Rate			DIRECTV does not currently have the NFL
United States	NFL Sunday Ticket more than 200 Rooms - Flat Rate			Sunday Ticket for L& for 2023 - More details
United States	2019 NFL Sunday Ticket - Flat Rate - Year 1*			are coming soon.
United States	2019 NFL Sunday Ticket - Flat Rate - Year 2*			
	* Available to New Hilton DIRECTV properties			
United States	HBO/Cinemax Package			\$2.75 (changes may fluctuate depending on current HBO offers. Current offer \$2.00 on new and existing)
			HBO	
			HBO2	
			HBO Comedy	
			HBO Family	
			HBO Latino	
			HBO Signature	
			HBO Zone	
			Sundance Channel	
			MAX (Cinemax)	
			ACTION MAX	
			MORE Max	
			THRILLER MAX	
United States	Showtime Package			\$2.50 (changes may fluctuate based on current Showtime offers. Current offer is \$1.99 for new and existing)
			Showtime	
			Showtime 2	
			SHO BET	
			Showtime Extreme	
			Showtime Family Zone	
			Showtime Next	
			Showtime Showcase	
			The Movie Channel	
			Sundance TV	
			Flix	

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United States	Showtime as a Second Premium Offer		\$0.99
		Showtime	
United States	STARZ Encore		\$0.75
		STARZ Encore	
United States	STARZ Encore Super Pack		\$1.75
		STARZ Encore	
		STARZ Encore West	
		STARZ Encore Action	
		STARZ Encore Black	
		STARZ Encore Classic	
		STARZ Encore Family	
		STARZ Encore Suspense	
		STARZ Encore Westerns	
		STARZ East	
		STARZ West	
		STARZ Cinema	
		STARZ Comedy	
		STARZ Edge	
		STARZ In Black	
		STARZ Kids & Family	
		Sundance TV	

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			Monthly Cost
Includes support/maintenance, equipment, and installation			
Country	Equipment Configuration	Pricing Mechanism	Price
United States	FTG Headend (MPEG4)		
	1-299 Rooms	per room per month	\$ 1.91
	300-899 Rooms	per room per month	\$ 1.64
	900 or more Rooms	per room per month	\$ 1.43

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			Headend - MPEG4 (COM 3000)	
			Available Room	
			Cabling Design	
Country	Base Price	Range of Available Rooms	CAPEX Base Price	Additional Cost per Available Room above Base Price
United States	80 rooms	0-124	\$800.00	\$10/room
	125 rooms	125-249	\$1,250.00	\$10/room
	250 rooms	250-499	\$2,500.00	\$10/room
	500 rooms	500+	\$5,000.00	\$10/room

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United States		
Service	Pricing Mechanism	Price
Technical Services (MACD / prearranged)		
On Site Technician	Hour (2 hr min.)	\$300.00
On Site Technician - One Time Trip Charge	One Time	\$150.00
Remote Technical Support - Generalist, Customer Service (configuration changes)	Hour	Per Support fee/\$0
Remote Technical Support - Specialist, Sustaining Engineering (configuration changes)	Hour	Per Support fee/\$0
Site Survey, if site does not sign PA for service	Per Event	\$0.00
Reporting Services		
Ad Hoc Reports	Hour	\$0.00
Installation Services (Full Property Installation)		
Install Public Viewing Receiver	Receiver	\$50.00
Install Televisions on credenza in the Guest Room	TV	\$35.00
Install Televisions on Hotel provided wall mount in the Guest Room	TV	\$50.00
Replace Jumper Cables and Wall Plates	TV	\$20.00
Cloning and Programming TVs	TV	\$10.00
Replace TV Remote (FTG or VOD)	Remote	\$8.00
Run Data Line <i>(includes Parts and Labor)</i>	One Time Flat Fee	\$275.00
Install LG Pro:Centric PCS400 Server, including deploying existing templates	One Time Flat Fee	\$750.00
Install LG Pro:Centric PCS400 Server requiring GUI development (e.g., digital guest directory)	One Time Flat Fee	\$750.00

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Installation Services (Standalone Installation)		
Install Public Viewing Receiver	Truck Roll + Per Receiver	\$150 + \$50
Install Antenna Heater	Truck Roll + Per Heater	\$150 + \$35
Install up to and including 55" Televisions on credenza in the Guest Room	Truck Roll + Per TV	\$150 + \$35
Install up to and including 55" Televisions on Hotel provided wall mount in the Guest Room	Truck Roll + Per TV	\$150 + \$50
Install greater than 55" Televisions on credenza in the Guest Room	Truck Roll + Per TV	\$150 + \$35
Install greater than 55" Televisions on Hotel provided wall mount in the Guest Room	Truck Roll + Per TV	\$150 + \$50
Replace Jumper Cables and Wall Plates	Truck Roll + Per Jumper	\$150 + \$15
Cloning and Programming TVs (assuming TV's had Sonifi or Cable Card and need full recycle- would not apply if utilizing REACH/P:C	Truck Roll + Per TV	\$150 +\$15/TV
Replace TV Remote (FTG or VOD) - No Installation	Per Shipment	\$15.00
Channel Relocation	Truck Roll + Per Hour	\$150 + \$50
Channel Swap (On Site)	Truck Roll + Per Hour	\$150 + \$50
Channel Swap (Remote)	Per Hour	Per Support Fee/\$0
Run Data Line	Per Drop	\$275.00
Install LG Pro:Centric PCS400 Server, including deploying existing templates	One Time Flat Fee	\$750.00
Install LG Pro:Centric PCS400 Server requiring GUI development (e.g., digital guest directory)	One Time Flat Fee	\$750.00

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		United States	
Component Required for Service		CAPEX - Pricing Mechanism	CAPEX Base Price
Channel Addition			
Each HD Channel (MPEG4)		per 8 HD Channel	\$800.04
COM51 card <i>if needed</i> (holds up to 8 channels)		per COM51	\$1,045.25
QAM Card <i>if needed</i> (only needed on FTG systems prior to COM3000)		per QAM Card	\$1,045.25
COM Chassis <i>if needed</i>		per Chassis	\$1,124.35
Ad-hoc Equipment			
Guest Room Remote Replacement		per LG ProCentric remote	\$28.00
Guest Room Remote Replacement		per universal remote	\$28.00
HD Off Air Antenna System (max. 5 channels)		6 channels; Up to 2 antennae	per current pricing
Set-Top-Box for non Pro:Idiom or MPEG 2 TVs		per TV (LG STB5500)	\$183.91
LG Pro:Centric PCS400 Server		per server	\$2,998.75
LG Pro:Centric Software Package License (Free with TV order +100)		per hotel fee	\$0.01

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DIRECTV Public Space Programming Packages (per public space per month)								
Estimated Viewing Occupancy								
Package	1-50	51-100	101-150	151-200	201-500	501-1000	1001-2000	2000+
Comercial Mas Ultra	\$112.89	\$112.89	N/A	N/A	N/A	N/A	N/A	N/A
Commercial Entertainment Pack	\$95.39	\$95.39	N/A	N/A	N/A	N/A	N/A	N/A
Commercial XTRA Pack	\$145.19	\$145.19	N/A	N/A	N/A	N/A	N/A	N/A
Commercial Choice Plus	N/A	N/A	\$339.49	\$339.49	\$339.49	\$339.49	\$339.49	\$339.49

Equipment		
Item	Pricing Mechanism	Price
HD Receiver (Includes RF Remote)	per TV	\$90.00

Installation		
Item	Pricing Mechanism	Price
HD Receiver	per TV	\$25.00

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Qty	Unit	Proposed Scope of Work	Labor Cost to Hotel	Mat. Cost to Hotel	Total Cost to Hotel
1	Outlet	Design / Terminate IDF/MATV distribution locations (Homerun/Trunk & Tap - New Construction) - Design each location with the appropriate value / quantity devices to deliver the required signal to the guestroom outlets, provide / install new 1GHz passive devices (splitters and taps), install new "compression" style connectors, identify / dress / label all cables, test as required. <i>This does not include price of Guest Room installation.</i>	per drop	\$15.00	\$15.00
1	Outlet	Design / Terminate IDF/MATV distribution locations (Homerun/Trunk & Tap) - Design each location with the appropriate value / quantity devices to deliver the required signal to the guestroom outlets, provide / install new 1GHz passive devices (splitters and taps), install new "compression" style connectors, identify / dress / label all cables, test as required. <i>This does not include price of Guest Room installation.</i>	per drop	\$20.00	\$20.00
1	Outlet	Design / Terminate IDF/MATV distribution locations (Riser) - Design each location with the appropriate value / quantity devices to deliver the required signal to the guestroom outlets, provide / install new 1GHz passive devices (splitters and taps), install new "compression" style connectors, identify / dress / label all cables, test as required. <i>This does not include price of Guest Room installation.</i>	per drop	\$20.00	\$20.00
1	Outlet	Check & Repair IDF/MATV distribution locations - Inspect each distribution location, ensure passive devices(splitters and taps) are functioning properly to deliver the required signal to the guestroom outlets, connectors are installed properly, free of corrosion and secure. Replace / repair as required. Verify all cables are labeled as needed. <i>This does not include price of Guest Room installation.</i>	per IDF/MDF	\$250.00	\$250.00
1	Each	Install / Balance broadband amplifier only - Provide / install amplifiers per manufacturer guidelines, ensure input and output signals are set up to manufacturer specifications. Adjust, equalize, label and document settings. <i>This does not include price of the actual amplifier, which is TBD at the time of sale.</i>	per Amp	\$150.00	\$150.00
1	Each	Balance existing broadband amplifier only - Ensure input and output signals are set up to manufacturer specifications. Adjust, equalize, label and document settings.	per Amp		\$75.00

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1	Outlet	Terminate guestroom TV outlets (Homerun topology) - Move furniture as required, remove TV outlet wall plate, provide/install new "compression" style connector, provide/install new wall plate and barrel, replace furniture.	per room	\$15.00	\$15.00
1	Outlet	Replace taps and connectors in guestroom TV outlets (Riser topology) - Move furniture as required, remove TV outlet wall plate, provide / replace riser taps in the wall with 1GHz devices of the proper value, provide / install new "compression" style connectors, provide/install new wall plate, replace furniture.	per room	\$15.00	\$15.00
1	Outlet	Check / Repair guestroom TV outlets - Move furniture as required, remove TV outlet wall plate in all rooms, inspect tap and connectors, replace as found defective, install new wall plate as needed, replace furniture.	per room	\$15.00	\$15.00
1	Outlet	Test / Repair guestroom TV outlets - Test signal level at TV outlet, troubleshoot/repair if signal readings are out of tolerance. Move furniture as required, remove TV outlet wall plate as required, replace taps and connectors as found defective, install new wall plate as needed, replace furniture. (No more than 25% repairs)	per room	\$15.00	\$15.00
1	Each	Replace coax jumpers from wall to TV - Provide and install new RG- 6 coax jumpers of the appropriate length with "compression" style connectors - tighten. Install security sleeves as required.		\$10.00	\$10.00
1	Outlet	Inject, test and record TV outlet signal levels - Document signal levels on lowest and highest design frequencies after completing room to ensure ample signal levels are obtained. Spot check digital MER signal levels to ensure HD channel stability.	per IDF/MDF		\$250.00
1	Outlet	Replace barrel and connector (2nd outlet location in guestroom) - Move furniture as required, remove TV outlet wall plate, provide / install new "compression" style connector, provide/install new wall plate and barrel, replace furniture.	per 2nd Outlet	\$15.00	\$15.00

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1	Foot	Pull RG-11 trunk cable - Provide / install RG-11 cable required to interconnect distribution device locations, properly secure cable, fire-seal all firewall penetrations, label, terminate and test. <i>DIFFERING CIRCUMSTANCES PER INSTALL, PRICE TBD AT SURVEY.</i>		\$20.00	
1	Foot	Pull RG-6 distribution cable - Provide / install RG-6 cable required to interconnect distribution device locations, properly secure cable, fire-seal all firewall penetrations, label, terminate and test.	per drop	\$20.00	
1	Each	TV Removal & Replacement - TVs requiring Allbridge technicians to remove and replace from wall mounts or custom furniture to access HDMI ports, Ethernet / RF port, power, etc.	per TV		\$35.00
1	Each	Move Heavy Furniture - Additional labor required for two men to move heavy furniture to gain access to TV outlet.	per Piece		\$15.00
1	Each	Project Management - Labor requirements, equipment access, site communications, meetings, material procurement, quality assurance, training and final walkthrough. (Included in pricing for above scope)			
100	Mile	Travel	Published Govt rate		Published Govt rate
5	Day	Parking (Typically Covered by Hotel)	per day		\$0.00