

THE HOTEL SYSTEMS PTE. LTD. MASTER SERVICES AGREEMENT

Last Updated: October 31, 2025

This Master Services Agreement (the "Agreement") is entered into by and between The Hotel Systems Pte. Ltd. (the "Provider") and the Customer identified in the applicable Commercial Quotation or Maintenance Proposal (collectively, the "Proposal").

This Agreement becomes effective on the date of the last signature affixed to the applicable Proposal (the "Effective Date").

These Terms and Conditions constitute the official agreement between the Customer and the Provider for the provision of the specified programs and/or services. By signing the applicable Proposal, the Customer acknowledges and agrees to be bound by these Terms and Conditions.

The version of these Terms and Conditions in effect as of the Effective Date shall govern the Agreement.

The Provider maintains the current version of these Terms and Conditions, which is always available for review, download, and printing, and which the Provider may update from time to time by posting a new version at: <https://www.thehotelsystems.com/legal/>

RECITALS

A. The Provider offers solutions specifically designed for the hospitality industry, including integration, post deployment support and other related services (collectively, the "Solutions") defined further in Article 4.

B. The Customer desires to utilize the Solutions and procure certain professional services, including implementation and support, from the Provider.

C. The Parties wish to enter into this Agreement to establish the general terms and conditions under which the Provider will provide the Solutions and Services to the Customer.

ARTICLE 1 – DEFINITIONS

1.1. Agreement: This Master Services Agreement, including all mutually executed Service Orders (SOs), Statements of Work (SOWs), and all attached Annexes and Exhibits.

1.2. Customer Data: All electronic data, text, messages, or other materials submitted to the Solutions by the Customer or by End Users.

1.3. Documentation: The Provider's standard published technical and functional documentation, user manuals, and specifications related to the Solutions.

1.4. End Users: The Customer's employees, agents, providers, or customers who are authorized by the Customer to access and use the Solutions under the terms of this Agreement.

1.5. Fees: The amounts payable by the Customer to the Provider for the Solutions and Services, as detailed in the applicable SO or SOW.

1.6. Intellectual Property Rights (IPR): All intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, and other proprietary rights, worldwide, whether registered or unregistered.

1.7. Professional Services: The specific services provided by the Provider to the Customer as described in a SOW, which may include Implementation Services, consulting, and training.

1.8. Service Order (SO): A document, which may be the executed Commercial Quotation or another separate ordering form, referencing this Agreement and describing the specific Solutions to be provided, the Subscription Term, the associated Fees, and any specific terms applicable to the Solutions. Each SO must be executed by both Parties.

1.9. Services: Collectively, the Cloud Solutions, Support Services, and Professional Services (including Implementation Services).

1.10. Statement of Work (SOW): A document, executed by both Parties, referencing this Agreement and describing the scope, deliverables, timeline, and Fees for Professional Services.

1.11. Solutions: The Provider's proprietary cloud software applications, as specified in an SO, which are hosted by or for the Provider and made available to the Customer remotely via the internet.

1.12. Subscription Term: The period during which the Customer is authorized to access and use the Solutions, as specified in the applicable SO.

1.13. Support Services: The technical assistance and maintenance provided by the Provider to the Customer concerning the Solutions, as further detailed in Annex A (Support Services Agreement).

1.14. Third-Party Products: Any hardware, software, or services provided by third parties, whether or not resold or provided by the Provider, which are necessary for the Customer's use of the Solutions.

1.15. Data Protection Laws: All applicable data protection and privacy legislation in force from time to time, including but not limited to the Singapore Personal Data Protection Act 2012 (PDPA) and its subsidiary legislation.

1.16. Personal Data: Data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the Parties have or are likely to have access.

1.17. Processing: Any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, or otherwise making available, alignment, or combination, restriction, erasure, or destruction.

1.18. Data Controller (or Organization): The Customer, which determines the purposes for which and the manner in which any Personal Data is Processed.

1.19. Data Intermediary (or Processor): The Provider, which Processes Personal Data on behalf of and in accordance with the instructions of the Data Controller.

ARTICLE 2 – ORDER OF PRECEDENCE AND SERVICE ORDERS

2.1. Order of Precedence: In the event of a conflict or inconsistency among the documents forming this Agreement, the following order of precedence shall apply, from highest to lowest:

1. The terms of a duly executed SO or SOW.
2. The terms of this Master Services Agreement.
3. The terms of any Annexes or Exhibits referenced herein (e.g., Annex A, B, C, D, E).
4. The Documentation.

2.2. Binding Effect: No Services or Solutions shall be deemed authorized or binding upon the Provider unless set forth in a duly executed SO or SOW. Each SO or SOW is incorporated into and governed by the terms of this Agreement.

ARTICLE 3 – TERM AND TERMINATION

3.1. Term of Agreement: This Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with this Article 3.

3.2. Automatic Renewal of Services: The term of each specific Solution shall be as set forth in the applicable SO (the "Subscription Term"). The Subscription Term will

automatically renew for an additional twelve (12) months unless either Party provides written notice of intent to terminate at least sixty (60) business days before the current term expires. This automatic renewal process will continue indefinitely.

3.3. Termination for Cause: Either Party may terminate this Agreement or any applicable SO or SOW immediately by giving written notice to the other Party if: (a) The other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) business days after receiving written notice of the breach; or (b) The other Party becomes insolvent, files for bankruptcy, or is subject to similar proceedings relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

3.4. Mid-term termination (SaaS): Any mid-term termination of subscription will be subject to payment for remaining months of subscription as per agreed contract term.

3.5. Termination of non-SaaS order: Will be subject to 15% penalty of contract amount towards these services/ Hardware or program.

3.6. Effects of Termination: (a) Upon termination, all rights and licenses granted to the Customer under this Agreement shall immediately cease. (b) The Customer shall pay all outstanding Fees accrued up to the effective date of termination. (c) The Provider may delete or suspend the Customer's access to all services, data, and accounts unless otherwise agreed in writing. (d) Termination shall not relieve either Party of obligations that, by their nature, are intended to survive termination, including confidentiality, payment obligations, and intellectual property rights (Articles 1, 3.5, 5, 6, 7, 9, 10, and 11).

ARTICLE 4 – SOLUTIONS AND SERVICES

4.1. Cloud Solutions Clause

4.1.1. Solution Access: Subject to the terms and conditions of this Agreement and the applicable SO, the Provider grants the Customer a non-exclusive, non-transferable right to access and use the specified Solutions and Documentation during the Subscription Term, solely for the Customer's internal business operations.

4.1.2. Cloud Service Provision: The Provider shall host the Solutions using robust, enterprise-grade data centers and infrastructure services, ensuring high availability, security, scalability, and performance standards consistent with industry best practices. Further details regarding the hosting infrastructure and compliance standards applicable to the Solutions are described in Annex D (Hosting & Infrastructure Overview).

4.1.3. Usage Restrictions: The Customer shall not (a) modify, disassemble, decompile, reverse engineer, or create derivative works of the Solutions; (b) license, sublicense, sell, resell, or transfer the Solutions; (c) use the Solutions to store or transmit infringing,

libelous, or otherwise unlawful or tortious material; or (d) interfere with or disrupt the integrity or performance of the Solutions or the data contained therein.

4.2. Implementation Services Clause

4.2.1. Scope of Implementation: Implementation Services, if purchased by the Customer as detailed in a SOW, are required to configure, integrate, and deploy the Solutions for the Customer's specific operational environment. This typically includes activities such as data migration, system configuration, user training, and final system testing.

4.2.2. Governing Terms: The specific deliverables, Customer responsibilities, timelines, milestones, and associated Fees for Implementation Services shall be governed exclusively by a separate, mutually executed SOW.

4.2.3. Travel and Reimbursement: Any travel undertaken in connection with Implementation Services shall be reimbursed by the Customer in accordance with the terms set forth in Annex E – Business Travel Agreement.

4.2.4. Detailed Requirements: The comprehensive terms, conditions, and procedures for the execution of these services are set forth in Annex B (Implementation Services Agreement), which is hereby incorporated by reference. The Customer agrees to adhere to the responsibilities outlined therein to ensure a successful implementation.

4.3. Support and Maintenance Clause

4.3.1. Provision of Support: The Provider shall provide Support Services for the Solutions during the Subscription Term to assist the Customer with technical issues and errors, and to provide necessary updates and patches.

4.3.2. Support Levels and Availability: The specifics of the Support Services, including service levels (SLAs), hours of availability, response times, escalation procedures, and exclusions, shall be governed by Annex A (Support Services Agreement).

4.3.3. Updates and Upgrades: Provider shall provide all general releases, bug fixes, and maintenance releases for the Solutions at no additional charge during the Subscription Term. Major functional upgrades may be provided at the Provider's discretion or as specified in an SO.

4.4. Technical Specifications and Security

4.4.1. Technical Details: The functional capabilities, data handling practices, infrastructure setup, and security measures of the Solutions are detailed in Annex C (Technical Specifications).

4.4.2. Security Responsibilities: Provider shall maintain appropriate administrative,

physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data.

ARTICLE 5 – FEES AND PAYMENT

5.1. Billing and Payment Structure:

- (a) **Advance Payment:** The Customer shall pay the full amount of the annual subscription Fees in advance, prior to the commencement of each Subscription Term, unless otherwise agreed in writing in an SO.
- (b) **Invoicing:** Professional Services Fees shall be invoiced as detailed in the applicable SOW.
- (c) **Payment Due Date:** Payment must be received no later than seven (7) business days after the Invoice date.
- (d) **Payment Method and Currency:** Payments shall be made via bank transfer in United States Dollars (USD), unless otherwise agreed in writing.
- (e) **Processing Fees:** The Customer shall bear any fees, charges, or costs imposed by banks, payment processors, or financial institutions in connection with the payment of Fees under this Agreement, including but not limited to wire transfer fees and currency conversion charges.
- (f) **Non-Refundable:** All subscription Fees and charges are non-refundable once paid, including in the event of termination or cancellation before the end of a Subscription Term, except where otherwise required by law or agreed in writing.

5.2. Taxes and Government Charges: All Fees are exclusive of any applicable taxes, including but not limited to goods and services tax (GST), value-added tax (VAT), withholding tax, or other governmental charges. The Customer shall be responsible for the payment of such taxes, except for taxes based on the Provider's net income. If the Provider is required to pay or collect any such taxes, those amounts shall be invoiced to and paid by the Customer.

5.3. Disputed Invoices, Late Payments, and Suspension:

- (a) **Disputed Amounts:** The Customer must notify the Provider in writing of any disputed amounts within fifteen (15) business days after the invoice date, specifying the nature and details of the dispute. The Customer shall pay all undisputed amounts by the original due date.
- (b) **Late Payment Charge:** Any undisputed amounts not paid by the due date shall incur a charge of two percent (2%) per month on the overdue amount, or the maximum rate permitted by law, whichever is lower, calculated from the due date until payment is made in full.
- (c) **Suspension:** The Provider reserves the right to suspend access to the Solutions

and Support Services if undisputed payments remain outstanding for more than fourteen (14) business days after written notice to the Customer.

5.4. Annual Fee Adjustments: Subscription Fees may be adjusted annually upon renewal to reflect inflation and increases in the cost of service delivery. Any increase shall not exceed ten percent (10%) per annum unless otherwise agreed in writing. The Customer shall be notified at least sixty (60) business days prior to renewal of any such adjustment.

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS (IPR)

6.1. Provider Ownership: The Customer acknowledges that the Provider, or its licensors, retains all rights, title, and interest in and to the Solutions, Documentation, and all IPR related thereto, including any configurations, customizations, or modifications developed by the Provider during the course of providing Services. This Agreement does not grant the Customer any ownership interest in or to the Solutions.

6.2. Customer Ownership: The Customer retains all right, title, and interest in and to the Customer Data. The Provider's use of Customer Data is limited to providing the Services and fulfilling its obligations under this Agreement.

6.3. License to Customer Data: The Customer grants the Provider a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and display the Customer Data solely as necessary to provide the Services and Solutions under this Agreement.

6.4. Feedback: If the Customer or any End User provides the Provider with feedback, suggestions, or comments regarding the Solutions or Services ("Feedback"), the Customer hereby grants the Provider a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback into its products and services without any obligation to the Customer.

ARTICLE 7 – CONFIDENTIALITY

7.1. Definition: "Confidential Information" means all non-public, proprietary, or business information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of the Provider includes the Solutions, Documentation, and pricing. Confidential Information of the Customer includes Customer Data.

7.2. Obligations: The Receiving Party agrees: (a) to use the Confidential Information of the Disclosing Party only for the purposes of fulfilling its obligations or exercising its rights under this Agreement; (b) to hold the Confidential Information of the Disclosing

Party in strict confidence and to use the same degree of care to protect it as it uses for its own Confidential Information of a like nature, but no less than reasonable care; and (c) not to disclose the Confidential Information to any third party, except to its employees, agents, or providers who have a need to know such information and who are bound by obligations of confidentiality no less protective than those set forth herein.

7.3. Exclusions: Confidential Information does not include information that: (a) is or becomes generally known to the public without breach of this Agreement; (b) was known to the Receiving Party at the time of disclosure, free of any confidentiality restriction; (c) is received from a third party who has the lawful right to disclose such information; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

7.4. Compelled Disclosure: The Receiving Party may disclose Confidential Information to the extent required by law or judicial order, provided that the Receiving Party gives the Disclosing Party prompt prior notice (to the extent legally permissible) and reasonable assistance, at the Disclosing Party's expense, to contest or limit the scope of such disclosure.

ARTICLE 8 – WARRANTIES AND COVENANTS

8.1. Mutual Warranties: Each Party represents and warrants that: (a) it has the full corporate power and authority to enter into this Agreement; (b) the execution and delivery of this Agreement has been duly authorized; and (c) this Agreement constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with its terms.

8.2. Provider Warranties: The Provider warrants that:

(a) **Solutions Conformity:** The Solutions, when used in accordance with the Documentation, will substantially conform to the specifications set forth in Annex C (Technical Specifications).

(b) **Services Performance:** The Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

(c) **No Virus/Malware:** The Solutions will not contain any viruses, worms, time bombs, or other malicious code designed to disable or impair their operation.

8.3. Customer Warranties and Covenants: The Customer represents and warrants that: (a) **Lawful Use:** It will use the Solutions and Services in compliance with all applicable local, state, federal, and international laws and regulations.

(b) **Customer Data:** It has all necessary rights, permissions, and consents to provide

the Customer Data to the Provider for use with the Solutions.

(c) **Account Security:** It is responsible for maintaining the confidentiality of its login credentials and is responsible for all activities that occur under its accounts.

(d) **No Virus/Malware:** Customer needs to ensure that devices and network used to access the solution does not contain any viruses, worms, time bombs, or other malicious code designed to disable or impair operation for both parties.

8.4. Disclaimer of Warranties: EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 8, THE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE PROVIDER DOES NOT WARRANT THAT THE SOLUTIONS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

ARTICLE 9 – INDEMNIFICATION

9.1. Provider Indemnification: The Provider shall defend the Customer against any third-party claim or suit alleging that the Customer's authorized use of the Solutions infringes any patent, copyright, or trademark of that third party ("Customer Claim"), and the Provider shall indemnify the Customer for any damages, costs, and attorneys' fees finally awarded against the Customer or agreed to in settlement of such Customer Claim.

9.1.1. Exclusions: The Provider shall have no obligation under this Section 9.1 if the Customer Claim arises from (a) the modification of the Solutions by anyone other than the Provider; (b) the combination of the Solutions with Third-Party Products not provided by the Provider; (c) the Customer's continued use of the Solutions after being notified to cease use due to an infringement claim; or (d) unauthorized use of the Solutions.

9.2. Customer Indemnification: The Customer shall defend the Provider against any third-party claim or suit arising from (a) the Customer Data; (b) the Customer's breach of Section 4.1.3 (Usage Restrictions); or (c) any violation of law or the rights of a third party by the Customer or its End Users ("Provider Claim"), and the Customer shall indemnify the Provider for any damages, costs, and attorneys' fees finally awarded against the Provider or agreed to in settlement of such Provider Claim.

9.3. Indemnification Procedure: The indemnified Party shall: (a) promptly give written notice of the claim to the indemnifying Party; (b) give the indemnifying Party sole control of the defense and settlement of the claim (provided that any settlement releases the indemnified Party from all liability); and (c) provide reasonable assistance, at the indemnifying Party's expense.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1. Exclusion of Damages: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Cap on Liability: THE TOTAL CUMULATIVE LIABILITY OF THE PROVIDER TO THE CUSTOMER, REGARDLESS OF THE FORM OF ACTION, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO THE PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3. Exceptions: The limitations set forth in Section 10.2 shall not apply to a Party's liability for (a) its indemnification obligations under Article 9; (b) breach of Article 7 (Confidentiality); or (c) its obligations to pay Fees due under Article 5.

ARTICLE 11 – GENERAL PROVISIONS

11.1. Governing Law: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of laws principles. The Parties agree to submit to the exclusive jurisdiction of the courts located in Singapore.

11.2. Dispute Resolution: The Parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives of the Parties who have authority to settle the dispute. If the dispute cannot be settled within thirty (30) business days of a written request for negotiation, either Party may pursue other available legal remedies.

11.3. Notices: All notices or communications under this Agreement shall be in writing and delivered to the respective Party at the address specified in the Preamble or via email to an authorized representative. Notices are deemed effective upon receipt.

11.4. Force Majeure: Neither Party shall be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, strikes, or government actions, or interruptions of internet or utility services. The affected Party shall notify the other Party

promptly and shall use commercially reasonable efforts to mitigate the effect of the force majeure event.

11.5. Assignment: The Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Provider, which may be granted or withheld at the Provider's sole discretion. The Provider may assign its rights or obligations without restriction.

11.6. Entire Agreement: This Agreement, including all SOs, SOWs, and Annexes, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

11.7. Amendments and Waivers: No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of any right or future enforcement of that provision.

11.8. Independent Providers: The Parties are independent providers. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

11.9. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law.

11.10. Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. Electronic signatures shall be legally binding and effective.

11.11. Quotation Validity: Any quotation or proposal provided by the Provider is valid for thirty (30) business days after the date of issue. After this period, the Provider reserves the right to revise the quotation, including pricing and terms, at its sole discretion.

11.12. Public Announcements and Press Releases: Each Party is authorized to make unilateral public disclosures concerning the existence and general nature of this Agreement and the Parties' relationship without the prior written consent of the other Party. HOWEVER, IN NO EVENT SHALL ANY PUBLIC COMMUNICATION DISCLOSE OR IMPLY ANY FINANCIAL TERMS OF THIS AGREEMENT, INCLUDING SPECIFIC PRICING, DISCOUNTS, OR VALUE OF THE TRANSACTION. Notwithstanding the foregoing, either Party may make public disclosures as required by applicable law or regulation, provided that, where legally permissible, the disclosing Party gives prior written notice to the other Party. Separately, the Provider may include the Customer's name and logo in its general marketing materials, client listings, and case studies with

the Customer's prior written approval, which shall not be unreasonably withheld or delayed.

11.13. Equitable Remedies for Publicity and Disparagement: The Parties acknowledge that any breach of Section 11.12 (Public Announcements and Press Releases) or Section 11.14 (Non-Disparagement) will cause irreparable harm to the non-breaching Party for which monetary damages alone would be inadequate. Accordingly, the Parties agree that in the event of such a breach, the non-breaching Party shall be entitled to seek temporary and permanent injunctive relief, in addition to any other remedies available at law or in equity, without the necessity of posting any bond or proving actual damages. Any such breach shall be considered a material breach of this Agreement.

11.14. Non-Disparagement: During the Term and for a period of one (1) year thereafter, each Party agrees not to make, or cause to be made, any oral or written statement that is disparaging, detrimental, or defamatory to the other Party, its products, services, or reputation. This obligation shall not apply to truthful statements made under compulsion of law or as required by a court or regulatory body.

ARTICLE 12 – DATA PROCESSING AND PERSONAL DATA PROTECTION

12.1. Roles of the Parties: The Parties acknowledge that for the purposes of this Agreement and Data Protection Laws, the Customer is the Data Controller (or Organization) and the Provider is the Data Intermediary (or Processor) with respect to the Personal Data contained within the Customer Data.

12.2. Customer Obligations (Data Controller): The Customer warrants and undertakes that: (a) it has established the legal basis (including obtaining all necessary consents and providing notices) for the collection, use, disclosure, and Processing of Personal Data by the Customer and the Provider in connection with the Services; (b) the Personal Data provided to the Provider is accurate and up-to-date; and (c) it will process Personal Data in compliance with all applicable Data Protection Laws.

12.3. Provider Obligations (Data Intermediary): The Provider shall only Process Personal Data on behalf of the Customer and in accordance with the Customer's documented instructions, including those set out in this Agreement, the relevant SO/SOW, and the Annex C (Technical Specifications).

(a) **Confidentiality:** The Provider shall ensure that its personnel authorized to Process Personal Data are bound by appropriate confidentiality obligations.

(b) **Security Measures:** The Provider shall implement and maintain appropriate technical and organisational measures, as detailed in Annex C (Technical Specifications), to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration, or disclosure.

(c) **Sub-Processing:** The Customer acknowledges that the Provider may engage third-party sub-processors, including cloud service providers, for the purpose of delivering the

Services. Specifically, the Provider engages Google LLC as a sub-processor to provide cloud hosting services through Google Cloud Platform (GCP). The Provider ensures that Google LLC is subject to contractual, organizational, and technical safeguards consistent with applicable Data Protection Laws and the standards set forth in this Agreement.

(d) **Assistance:** The Provider shall, considering the nature of the Processing, reasonably assist the Customer in fulfilling the Customer's obligations to respond to requests from individuals exercising their rights under Data Protection Laws (e.g., access, correction, withdrawal of consent).

(e) **Data Breach Notification:** The Provider shall notify the Customer without undue delay upon becoming aware of a confirmed Personal Data breach that affects the Customer's Personal Data. The Provider shall cooperate with the Customer to mitigate the effects of the breach.

(f) **Deletion or Return:** Upon termination or expiry of the Agreement, and upon the Customer's written request, the Provider shall, at the Customer's choice, delete or return all Personal Data to the Customer, and delete existing copies, unless retention is required by Data Protection Laws.

12.4. Data Transfer: The Customer acknowledges that the Provider may utilize global infrastructure, and Personal Data may be Processed or stored outside of Singapore. In such cases, the Provider warrants that it shall comply with the cross-border transfer requirements under the PDPA by taking reasonable steps to ensure that the recipient of the data provides a standard of protection to the transferred Personal Data that is comparable to that under the PDPA.

12.5. Audit Rights: The Provider shall make available to the Customer all information reasonably necessary to demonstrate compliance with this Article 12 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided that such audits are conducted at the Customer's expense, upon reasonable prior notice, and do not unreasonably interfere with the Provider's business operations or compromise the security of other customers' data.

ANNEXES INCORPORATED BY REFERENCE

The following Annexes and Schedules are hereby incorporated into and made an integral part of this Master Services Agreement (“MSA”) by reference. The current and binding versions of each document are available at the URL specified below and may be updated by the Provider from time to time in accordance with the terms of this MSA.

Annex Reference	Title	URL
ANNEX A	SUPPORT SERVICES AGREEMENT	https://www.thehotelsystems.com/legal/
ANNEX B	IMPLEMENTATION SERVICES AGREEMENT	https://www.thehotelsystems.com/legal/
ANNEX C	TECHNICAL SPECIFICATIONS	https://www.thehotelsystems.com/legal/
ANNEX D	HOSTING & INFRASTRUCTURE OVERVIEW	https://www.thehotelsystems.com/legal/
ANNEX E	BUSINESS TRAVEL AGREEMENT	https://www.thehotelsystems.com/legal/