

## API License Agreement – Expedia Local Expert

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This End-User License Agreement (“EULA”) is an agreement between you (as specified in the signature block below) and Expedia, Inc. and/or its affiliates (collectively, “Expedia”) for the Expedia LX Supplier Connectivity Services and API specifications, which includes specification documents and may include associated media, printed materials, and online or electronic documentation and data (“API Specifications”). By copying or otherwise using the API Specifications or Expedia LX Supplier Connectivity Services, you agree to be bound by the terms of this EULA. Expedia may modify the terms of the EULA at any time with or without notice. If you do not agree to be bound by the terms of this EULA, do not copy or otherwise use these API Specifications or the Expedia LX Supplier Connectivity Services.

You agree to only use the API Specifications for the following purpose: you will use the API Specifications solely for developing an electronic connection (“Connection”) that may permit Activity Providers to communicate Activity rate, availability and related information via Expedia interfaces (“Interface”) and electronically retrieve bookings made on websites specified by Expedia (collectively, the “Expedia LX Supplier Connectivity Services”) subject to the limitations and conditions described herein. “Activity” means a travel or destination product, activity and/or service available for booking through the Expedia Local Expert service. “Activity Provider” is any entity that has a current agreement with Expedia to supply Activities to Expedia.

Expedia grants you the following rights provided you comply with all terms and conditions of this EULA:

### 1. OBTAINING API SPECIFICATIONS; BUILDING THE CONNECTION:

- You must open an account with Expedia to obtain your credentials, and you will be required to provide your personal information to establish your account. You are responsible for safeguarding your credential information and for the use of your account and credentials. You shall (a) allow access to your account only to those of your employees who have a legitimate need for such access for the sole purpose of fulfilling your obligations under this EULA, (b) keep confidential, and require your employees to keep confidential, all credentials, passwords and other security measures necessary to access your account, and (c) report any unauthorized access to your account.
- The API Specifications consist of detailed technical specifications and other information required for developing a Connection to the Interface for use of the Expedia LX Supplier Connectivity Services. To be approved by Expedia, your Connection must permit an Activity Provider to communicate updated Activity rates and availability information electronically via the Interface and electronically retrieve bookings made on websites specified by Expedia.
- You may make and use an unlimited number of copies of the API Specifications. You agree not to disclose, reproduce, summarize and/or distribute the API Specifications except in good faith pursuant to your business relationship with Expedia, and only as provided hereunder.
- Expedia reserves the right, at its sole discretion, to change or otherwise modify the API Specifications and/or Expedia LX Supplier Connectivity Services at any time without prior notice. You must implement all changes required as per the most recent version of the API Specifications within 30 days of the date that Expedia provides updates to you. Your continued use of the API Specifications and/or Expedia LX Supplier Connectivity Services signifies your acceptance of the updated or modified API Specifications and EULA.
- The current and updated versions of the API Specifications will be provided to you at the email address specified below. You are responsible for ensuring that Expedia has your current email address.
- You are solely responsible for any and all costs and expenses you may incur in building your Connection and/or using the Expedia LX Supplier Connectivity Services.
- You warrant that your use of the API and Expedia LX Supplier Connectivity Services complies with all applicable law.

**1.1 TESTING REQUIREMENTS.** You must test the code you developed on the offline test tool made available by Expedia to confirm that your code complies with the then-current API Specifications. Any Connection that does not meet Expedia’s standards will be rejected. Once you have successfully completed your testing on the offline tool you must initiate test messages from Expedia’s admin portal to your endpoints to provide live validation of your endpoint in a production environment to confirm that your code complies with the then-current API Specifications.

## 1.2 CONNECTION ACTIVATION.

- Upon activation of your Connection by Expedia, you are responsible for delivering the Connection to any Activity Providers to which you intend to provide, sell, or otherwise make available, a Connection. You are solely responsible for any and all costs and expenses you may incur in distributing the Connection. Neither Expedia nor its affiliates have any obligation to assist in distribution of your Connection to any Activity Provider.
- Access to the API Specifications and/or development of a Connection does not guarantee access to or use of the Expedia LX Supplier Connectivity Services.
- You must comply with the service levels specified in the following table:

Message	TP99	Max Response Time	Max Hold Time	Required (TPS)
CheckOfferDate Availability	250 ms	500 ms	N/A	2
CreateSale	1000 ms	2400 ms	N/A	2
CommitSale	1000 ms	2400 ms	5 mins	2
ReleaseSale	250 ms	500 ms	5 mins	2
CreateSaleCancellation	1000 ms	2400 ms	N/A	1
CommitSaleCancellation	1000 ms	2400 ms	5 mins	1
ReleaseSaleCancellation	250 ms	500 ms	5 mins	1

## 1.3 CONNECTION SUPPORT SLAs.

- Upon activation of your Connection by Expedia, you are responsible for providing adequate support to Expedia in resolving any connection-related issue that have been identified and brought to your attention.
- All connection-related issues will largely result in failed bookings, failed booking cancellations, or guests being unable to redeem purchased activities.
- Prioritization is based upon percentage of bookings lost.
  - In the event of such a scenario, LX Operations will reach out to your Support Team by email.
  - The SLA time starts after LX Ops has notified your Support team by email.
  - The SLA for ticket updates are only during team business hours (Monday - Friday, 8 am - 5 pm Pacific Time) unless issue is deemed to be P1. In the case of P1 incidents, it will require a 24/7 response window.

You must comply with the service levels specified in the following table:

Priority	Description	Examples	Initial Response Time	Ticket Updates	Resolution Service Commitment
P1 (Blocker/Critical)	Incident that results in the failure of 50% or greater of bookings and/or activities for a connection.	Failure in bookings for majority of activities Failure in booking cancellations Customers not permitted access to booked activities	1 hr	Every hour	Acceptable resolution or workaround communicated to LX Ops within 2 hours  Permanent fix within 24 hours.

<p>P2 (Major)</p>	<p>Incident that results in more than 10%, but less than 50% of bookings or activities failing for a connection.</p>	<p>Failure in booking of activities for a supplier branch Failure in booking cancellations for a supplier branch</p>	<p>2 hrs</p>	<p>Every 2 hours</p>	<p>Acceptable resolution or workaround communicated to LX Ops within 4 hours. Permanent fix within 2 business days</p>
<p>P3 (Minor)</p>	<p>Incident resulting in less than 10% of bookings or activities failing for a connection.</p>	<p>Failure in booking of a small amount of activities Failure in booking cancellations of a small amount of activities</p>	<p>3 hrs</p>	<p>Once a day</p>	<p>Acceptable resolution or workaround communicated to LX Ops within 1 business day. Permanent fix within 5 business days</p>

2. FEES. You may charge Activity Providers in relation to the Connection, including for its development, installation, licensing, maintenance and support services rendered to Activity Providers. You agree that any Connection developed by you shall be made available to Activity Providers on terms that are as favorable as the terms and conditions (including as to pricing and availability) you offer connections between any other Activity Providers and third party booking interfaces (including but not limited to the Interface).

3. SUPPORT AND TRAINING TO ACTIVITY PROVIDER. It is your obligation to provide training and support, solely at your cost and expense, to any Activity Provider to which you have provided, sold, or otherwise made available, a Connection to Expedia LX Supplier Connectivity Services. Neither Expedia nor its affiliates have any obligation to provide any such Activity Provider with training and support for any reason whatsoever.

#### 4. INTELLECTUAL PROPERTY.

4.1 OWNERSHIP. Expedia is the owner of the System, anything and everything on its side of the Connection, the Confidential Information of Expedia and all related intellectual property (including, without limitation, the Expedia Marks, defined below) (collectively, the "Expedia Intellectual Property"). The "System" means the software, databases, products, and other components that make up the service that is marketed by Expedia to enable travellers to shop for, reserve, book and pay for travel services through a computer, a telephone, some other interactive device, or some other booking channel. Expedia reserves all rights to the Expedia Intellectual Property not expressly granted in this EULA. You agree not to: (a) use, or permit the use of, Expedia's Intellectual Property in a manner not authorized by this EULA (unless expressly authorized by another applicable agreement), (b) encumber the Expedia Intellectual Property in any way, (c) damage, misuse, disassemble, reverse engineer or otherwise modify, tamper with, or attempt to decrypt the Expedia Intellectual Property, (d) access data not intended for the purposes of this EULA, (e) attempt to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without prior written authorization from Expedia, (f) attempt to interfere with the Expedia LX Supplier Connectivity Services or any other user of the API Specifications, including without limitation by use of a virus or other malicious code, or (g) make any other illegitimate use of the API Specifications or Expedia LX Supplier Connectivity Services. You will not attempt to patent an invention, register copyrighted work, or obtain any other intellectual property right that is part of the Expedia Intellectual Property. You will reimburse Expedia for all costs and expenses of any legal proceeding instigated in connection with any such attempt.

4.2 LIMITED TRADEMARK LICENSE - The "Expedia Marks" mean the logo(s) depicted in the Trademark Usage Guidelines as provided to you by Expedia (the "Guidelines") and any other logos Expedia may provide. Pursuant to this EULA including the Guidelines, Expedia grants you a non-exclusive, non-transferable, limited, royalty-free license to use the Expedia Marks solely to identify that you utilize Expedia LX Supplier Connectivity Services. You acknowledge and agree that:

- a. Expedia is the sole owner of the Expedia Marks and the sole beneficiary of the goodwill associated with your use of the Expedia Marks.
- b. You will not acquire any right, title or interest in the Expedia Marks because of your use of the Expedia Marks.
- c. You will not register, adopt or use any name, trademark, domain name or other designation that includes all or part of any Expedia Mark, or any term that is confusingly similar to an Expedia Mark, or a translation or transliteration of an Expedia Mark.
- d. You may use the Expedia Marks only: (i) in the form provided by Expedia; (ii) for purposes as set forth above; and (iii) in accordance with the terms of this EULA.
- e. Any product or service you advertise in connection with a Expedia Mark must: (i) meet all terms of this EULA and be compatible with the Expedia LX Supplier Connectivity Services; (ii) meet or exceed standards of quality and performance generally accepted in the industry; (iii) meet or exceed the quality and performance of products or services distributed by you before the date of this Agreement.
- f. You will comply with all applicable laws, rules, and regulations.
- g. You may not use any of the Expedia Marks or other Expedia materials in connection with the transmission or distribution of unsolicited commercial email or in any manner that would violate local law or custom or conflict with Expedia policies.

4.3 NOTICES. You must not remove any copyright, trademark or patent notices contained in or on any Expedia materials. You must include Expedia's copyright notice on the labels for any tangible media containing licensed Expedia technology and on any documentation for licensed Expedia technology, including on-line documentation. You must use the appropriate trademark, licensed Expedia technology descriptor and trademark symbol (either "™" or "®"), and clearly indicate Expedia's (or Expedia suppliers') ownership of trademark(s) whenever a licensed Expedia technology name is first mentioned in any advertisement, brochure or in any other manner in connection with any licensed Expedia technology.

5. NO WARRANTIES; LIMITATION OF LIABILITY. Expedia makes no warranties or representations regarding the System or Expedia LX Supplier Connectivity Services. Expedia makes no warranty that (i) the Connection will meet any Activity Providers requirements; (ii) the Connection will be uninterrupted, timely, secure or error-free; (iii) the results obtained from use of the Connection will be accurate or reliable; or (iv) that any errors will be corrected. You acknowledge all Expedia Intellectual Property made available under this EULA is furnished "as is." To the fullest extent permitted by law, Expedia disclaims all warranty or condition of any kind, express, implied, statutory or otherwise, including any warranty or condition of merchantability or fitness for particular purpose, title, non-infringement, and any implied warranties and conditions arising from a course of dealing, usage of trade, or course of performance. In no event will Expedia be liable for any indirect, incidental, special or consequential damages arising out of or in any way connected with this EULA, any Expedia Intellectual Property, or for any information, product or service obtained through Expedia, the System, the Expedia LX Supplier Connectivity Services, the Expedia Intellectual Property or otherwise arising out of the use of any of these, whether based on contract, tort, strict liability or otherwise, even if Expedia has been advised of the possibility of such damages. IN THE EVENT THE LIMITATIONS IN THIS SECTION ARE HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, EXPEDIA'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL BE LIMITED TO \$100.00.

6. CHANGE OR CANCELLATION OF THE EXPEDIA CONNECTIVITY SERVICES. Expedia may change, suspend or discontinue all or any aspect of the Expedia LX Supplier Connectivity Services, including its availability, at any time, and may suspend or terminate your and/or any individual Activity Provider's use of the Expedia LX Supplier Connectivity Services at any time. In addition, Expedia may terminate the Expedia LX Supplier Connectivity Services at any time, for any reason, or for no reason including, but not limited to, if you or any Activity Provider engages in any action that reflects poorly on Expedia or otherwise disparages or devalues Expedia's reputation or goodwill.

7. TERMINATION. Expedia may terminate this EULA at any time for any reason. Upon termination of this EULA, you will immediately cease to use all Expedia Intellectual Property, immediately return to Expedia all Expedia property in your custody or control, and immediately return or destroy (and confirm in writing the return or destruction,

at Expedia's option, of) all originals, copies, reproductions, translations, compilations, notes and written summaries of the Confidential Information of Expedia. Provisions related to limitation of liability, intellectual property ownership, and confidentiality shall survive termination of this EULA along with any other provisions which by their nature are intended to survive.

8. INDEMNIFICATION. You agree, at your expense and on Expedia's request, to hold harmless, indemnify and defend Expedia or any of its directors, employees, or agents, against any third-party claim or action brought against any of them, arising from or relating to your use of the API Specification or Expedia LX Supplier Connectivity Services, or breach of this EULA.

9. CONFIDENTIALITY. Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party, or use other than as specifically permitted in this EULA, any confidential, proprietary or trade secret information ("Confidential Information") of such disclosing party. A party shall not be liable for the disclosure of Confidential Information if such information (i) becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party, (ii) became known to receiving party prior to disclosing party's disclosure of such information, (iii) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, (iv) is independently developed by the receiving party or (v) is required to be disclosed by law.

10. MISCELLANEOUS. You are solely responsible for the quality of the technical solution you have developed using the API Specifications. Expedia is not liable to you or any other party (including any Activity Provider) for damages of any sort resulting from any decision by Expedia to reject or terminate the Connection. You shall have in place physical, electronic and procedural security measures that are reasonable and appropriate to protect the security, confidentiality, and integrity of Personal Data, and that are sufficient to comply with all applicable laws. Such security measures shall also include notification of Expedia no later than one (1) day from the date of obtaining actual knowledge of any loss, unauthorized use or access or, or other act or omission that compromises the security, confidentiality or integrity of Personal Data. For purposes of this section, "Personal Data" shall include any information that can be used to identify, locate, or contact an individual, including an employee, customer, or potential customer of Expedia, such as, by way of example, first or last name, address, or telephone number. This EULA is governed by Washington law without giving effect to any conflict of law principles. Each party consents to the exclusive jurisdiction and venue of the courts in King County, Washington for all disputes arising out of or relating to this Agreement. Any waiver or modification of this EULA must be in writing and signed by Expedia to be effective.

**Accepted and Agreed:**

By: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_