



Master Services Agreement

Please read these terms and conditions of use carefully (the "Terms") before using the Service as they form a legally binding contract between the parties listed in the service contract.

Between

JOURNEY HOSPITALITY LIMITED registered in England with number 07413674 whose registered office is at Elmstone Business Park, Stoke Road, Elmstone Hardwicke, Cheltenham, GL51 9SY ("Journey" "Us" "We"); and

CLIENT ("CLIENT" "You").

Background

Journey is a hospitality-focused, ecommerce, marketing and technology agency who have developed a range of performance marketing products, technology and digital services (the "Services").

The Client wishes to acquire such Services from Journey.

1. General Terms & Definitions

- a. This Master Service Agreement ("MSA") sets out the general terms that will apply to all Services delivered by Journey ("Us") to the Client ("You").
- b. Terms that apply to individual Products, Projects, Systems, Services and Deliverables will be detailed in proposals, orders and contracts (together "Work Orders") specific to those items.
- c. "Confidential Information" includes, but is not limited to, software, technology, programming, research, financial and business information, any other piece of information that either party designates as confidential or proprietary.
- d. Client Materials ("Materials") include any data input into the System by You or Us on Your behalf, together with any and all data, imagery, content, credentials, software and other materials to Us by You.
- e. Client Marks ("Marks") are Your Intellectual Property rights including trademarks, service marks or trade names.
- f. Time Zone & Business Days - any times in this agreement are UK specific, and Business Days are Monday to Friday excluding UK bank holidays.

2. Mutual Confidentiality

- a. We recognise that You will be giving Us access to certain Confidential Information and We understand the need to keep that information confidential. We will also be giving you Confidential Information that You are also agreeing to keep confidential.
- b. Information will not be considered confidential if it becomes public knowledge, or is received by a third party, without either of us breaking our confidentiality obligations, or if the receiving party can show that they already knew the information prior to disclosure by the other party.
- c. Neither We nor You will disclose any Confidential Information without prior approval from the other party.
- d. This confidentiality agreement will survive termination of the MSA for a further five years.

3. Intellectual Property Rights

- a. You acknowledge that We own all intellectual property rights in the System and the Services.
- b. Unless explicitly stated, We do not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Systems, Services or any related documentation.
- c. We both agree to respect and protect the Intellectual Property Rights of the other party.

4. Client Materials



- a. We will treat all Your Materials as Confidential Information, unless informed otherwise by You.
 - b. You own all rights, title and interest in and to all of Your Materials, that is not personal data and are solely responsible for the legality, reliability, integrity, accuracy and quality of such Materials.
 - c. You grant Us the right to use Your Materials and Marks (trademarks and tradenames) to perform the Services for the duration of the Contract.
 - d. You warrant:
 - i. You have the right to licence the Materials and the Marks to Journey;
 - ii. You have obtained from the applicable provider of the Materials the right for Journey to host and use the Materials in accordance with the Contract; and
 - iii. Your use of Materials complies with all applicable licence terms, terms of use and other usage terms as set forth by the providers of such materials.
 - iv. That you will not introduce any Virus into the System through the Materials or otherwise.
5. Relationship Disclosure
- a. We have the right to use the Your name and logo(s) in media announcements, on our website and in our sales collateral in order to announce our relationship. We won't use the Name and Logo for any other purpose without your agreement.
 - b. We will work together to develop and publish press releases and joint user and success stories for use in our marketing activities, which may include our Website, brochures and external press. We reserve the right to determine publishing priorities.
 - c. We retain the right to reproduce, publish and display the Deliverables, to the extent they do not contain Client's Confidential Information, in Our portfolios and Websites, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project, and, if applicable, the services provided to the other party on its Website and in other professional materials, and, if not expressly objected to, include a link to the other party's Website.
6. Responsibilities & Warranties
- a. We will assign qualified personnel to perform Our Services in a professional manner, and in accordance with the standard of care, skill, and knowledge generally prevailing in the industry.
 - b. We will provide all equipment and tools necessary to perform the Services, except as otherwise agreed between both parties.
 - c. We will maintain proper security measures for our systems that we use to perform client work and maintain insurance against cyber attacks as well as any errors and omissions.
 - d. We will provide timely notice of additional expenses or required changes of scope.
 - e. You will provide timely notice of any changes You make to the original scope and duly expect a quoted fee for the reflective work to be undertaken.
 - f. You are responsible for the timely delivery of text, graphics, logos, images, copy, photographs, and all other related input requirements necessary for Us to deliver the agreed Services, and confirm Our right to host and use all these assets.
 - g. You will appoint a sole representative with full authority to provide any necessary information and approvals that may be required by Us. However It is your responsibility to notify Us of multiple representatives if more than one approval is required.
 - h. You will ensure that Your personnel assigned to the project are available as may be reasonably required by Us to efficiently complete the Services. This includes attendance and participation in scheduled calls and meetings, the provision of timely information, agreed feedback and the completion of mutually agreed responsibilities.
 - i. You acknowledge that your timely participation and cooperation is necessary for Us to provide the Services as anticipated in the applicable Work Orders, and that failure to do so may create delays, hinder the performance and results of the Services and impact the estimated cost and schedule detailed in the applicable Work Order.
 - j. If We believe that You are not meeting your responsibilities as set out above – and in specific relevant Work Orders - We shall promptly, and in any event within five (5) Business Days of



becoming aware of the alleged deficiency, notify You of such deficiency. Each such Notice shall specify, in reasonable detail, the obligations that have not been met, what is required of You, the date by which such requirement must be fulfilled, and the effect or result upon the Services and Deliverables if such requirement is not fulfilled.

- k. Reciprocally, if You believe that We are not meeting our responsibilities you will promptly notify Us of the alleged deficiency.
- l. You shall use reasonable endeavours to prevent any unauthorised access to, or use of, the System and notify Journey promptly of any such unauthorised access or use.
- m. You agree to the collection and use of statistics from Your System(s) and Service(s) in order to develop and improve the efficiency of the System(s) and Service(s).
- n. You acknowledge that:
 - i. the Service has been developed to meet the specific requirements of the hospitality sector, and that it is your responsibility to ensure that the facilities and functions of the Service meet your requirements;
 - ii. Whilst we test across a wide range of browser and device combinations (currently tested and supported devices and browsers are documented here [Journey-Browser-Policy.pdf](#) it is not possible to test the Service in advance in every possible operating combination and environment; and
 - iii. Whilst we endeavour to provide a Service with minimal issues, it is not possible to produce a Service known to be error free in all circumstances.
- o. You warrant that any material that You post or provide to the Service is not protected by a third party copyright or any third party intellectual property rights, and that We can use such material lawfully.
- p. We are not responsible for delays, errors or omissions resulting from Your breach of Your Obligations and will not be liable for any claims related to Materials provided by You for the Services.
- q. We shall not be liable to You or any third party for any unavailability or inoperability of telecommunications systems, the internet, search engines, social media sites, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind beyond Our reasonable control.

7. Support Access & Service Levels

- a. Incidents, Requests and target initial Response times are defined as follows:
 - i. Critical (Severity 1). A critical production issue that severely impacts your use of the service. The situation halts your business operations and no procedural workaround exists. For instance, the Service is down or unavailable preventing orders and payments to be completed. Severity 1 issues may require the client to have resources available to work on the issue on an ongoing basis with Journey if required. Target response time is under 4 business hours.
 - ii. Major (Severity 2). Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to business operations and no reasonable workaround exists. For instance, orders cannot be fulfilled or prices cannot be changed. Target response time is under 1 business day.
 - iii. Minor (Severity 3). There is a partial, non-critical loss of use of the service with a medium-to-low impact on your business, but your business continues to function. For instance, new products cannot be added to the system. Target response time is under 2 business days.
 - iv. Cosmetic (Severity 4). Inquiry regarding a routine technical issue; information requested on application capabilities or configuration; bug affecting edge cases. Acceptable workaround available. For instance a query on user permissions, or informing OneJourney of a change in client escalation team. Target response time is under 4 business days.
- b. Provision of Support
 - i. Journey Support operates from 9am to 5pm, Monday to Friday (excluding UK bank holidays) and are contactable through various channels following our incident management process (for latest version, see www.journey.travel/incidentmanagement)
 - ii. Journey Support provides assistance to Client Admins and Users; direct contact with Customers is managed by Client.



- iii. Technical support will only be provided for bugs or errors in the Service that are reproducible by us. You agree to provide us with full and accurate details of all bugs and errors in the Service requested by us. You acknowledge that we provide no warranty that all or any bugs or errors in the Service will be corrected.
 - c. Journey contacts and escalation path
 - i. All incidents and requests should be logged via Journey Support using the process described at www.journey.travel/incidentmanagement
 - ii. Client will provide names and contact details for their current escalation team, which will be used by the Journey Support team as appropriate. Changes to contact details should be notified by email to support@journey.travel. It is the client's responsibility to ensure the contacts are kept up to date.
- 8. Indemnity
 - a. In the event litigation from a third party results from Our breach of Our warranty, We agree to indemnify and hold You harmless for any costs, damages or liabilities associated with such breach of Our warranty. We also agree to indemnify You from third party claims resulting from Our gross negligence.
 - b. If a third party pursues litigation as a result of Your breach of Your warranty, You agree to indemnify and hold Us harmless for any costs, damages or liabilities associated with such breach of Your warranty. You also agree to indemnify Us from third party claims resulting from Your gross negligence.
- 9. Limitation of Liability
 - a. You agree that in no event shall We, including any of Our contractors, employees or owners, be liable for an amount greater than the total Fees that You have paid for Services in the last twelve months, whether the basis of Your recovery be in contract law or tort law. In no event shall We be liable for consequential, incidental, or punitive damages.
 - b. You acknowledge that these limitations of liability are agreed and appropriate and reflect the fees payable under the contract.
- 10. Charges and Payments
 - a. Any amounts set out in the Work Order(s) for the Setup Services will be invoiced on the date of signing the Work Order.
 - b. Any monthly Fees set out in the Work Order(s) shall be paid by one of the following methods and associated payment terms, which will be agreed as part of each Work Order:
 - i. Direct Debit;
 - ii. recurring card payments;
 - iii. upfront quarterly invoicing; or
 - iv. monthly invoices (for Commission agreements) via Direct Debit only.
 - c. If the Fees are commission based you agree to provide Us with visibility of, and access to, your central revenue and property management systems. Specific requirements will be detailed within the Work Order.
 - d. Any Service Fees set out in the Work Order(s) shall be paid at point of transaction via our payments platform, as detailed within the Work Order.
 - e. All amounts and Fees stated or referred to in this agreement are exclusive of VAT, which shall be added at the prevailing rate in the following circumstances:
 - i. If your place of business is within the EU and you provide us with a valid VAT registration number then we will not charge you VAT.
 - ii. If your place of business is outside of the EU then we will not charge you VAT.
 - iii. In all other circumstances if you reside or have your place of business within the EU then we will add UK VAT to our fees at the then current rate.
 - f. All Fees and any other expenses and/or costs payable, shall be made in GBP unless agreed in writing by Us.
 - g. Payment is due 14 days after the invoice date.
 - h. Nothing in these terms and conditions or the Contract as a whole, obligates Journey to extend credit to any Client.
 - i. In addition to Fees, You shall reimburse Us for all reasonable travel expenses incurred by Us in performance of the Services. These will be agreed in advance, and include, but are not limited to, travel, airfare, hotel and meals. Flights will be economy class except when the



in-flight time exceeds 6 hours or is overnight, in which case the lowest available business class air fare will apply. For each one-way flight of 12 hours or greater, a travel charge of 25% of Our daily service rates will also apply.

- j. If We have not received payment within five days of any due date, and without prejudice to any other rights and remedies:
 - i. We shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid and at Our discretion may suspend the Services.
 - ii. Interest will accrue on a daily basis at an annual rate of 8% over the Bank of England's current base lending rate commencing on the due date and continuing until fully paid.
- k. If any Fees are disputed, You should raise Your objection within five days of any due date for payment.
- l. You waive your right to bring any claims or proceedings in respect of Fees unless You have given written notice to Journey of a dispute within sixty (60) days of any due date for payment.
- m. Journey may increase the Fees on an annual basis with effect from each anniversary of the date of the specific Work Order.

11. Terminating the Agreement

- a. In the event that either party desires to terminate this Agreement or any Services hereunder, either party shall provide at least ninety (90) days prior written notice of the termination date to the other party.
- b. Individual Services may have specific terms regarding renewal, notice and termination. Unless otherwise stated or either party gives the other notice of termination, agreements will automatically renew at the end of each term for subsequent periods corresponding to the duration of the initial term.
- c. In addition to those specific terms, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - i. either party commits a material or persistent breach of these Terms which they fail to remedy (if remediable) within 14 days after the service of written notice requiring them to do so; or
 - ii. a petition for a bankruptcy order to be made against either party has been presented to the court; or
 - iii. either party become insolvent or unable to pay their debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay their debts (within the meaning of section 123 of the Insolvency Act 1986). Either Party may terminate the Contract for the other Party's material breach if not cured within thirty (30) days of written notice of the breach.
- d. Journey may suspend access to the System(s) and/or terminate the Agreement immediately for any violation by the Client of Our intellectual property rights.
- e. Journey may terminate the Agreement or temporarily suspend Services, at Our discretion, at any time if payment is more than five (5) days past due.
- f. Effects of Termination. Upon termination of the Contract:
 - i. You shall cease accessing and using the System(s) and notify all users to do the same;
 - ii. You shall delete or return any Journey Materials or equipment.
- g. Obligations that by their nature are continuing will survive termination or expiration. These include clauses 2, 3, 4, 5, 8, 9, 15, 19.

12. Transfer of rights and obligations

- a. Should the client sell their property and or have any other change of ownership for any reason, the client is due to pay one hundred percent (100%) of the unpaid contract value immediately to Journey, unless:



- i. Prior agreement with Journey has been made or
 - ii. The client has given 90 day prior termination notice or
 - iii. The new owner(s) agree to take on and renew any and all current contracts the original client has with Journey. These Terms are binding on You and Us, and on our respective successors and assigns.
- b. Neither party may not transfer, assign, charge or otherwise dispose of these Terms or any other rights or obligations arising hereunder, without prior written consent from the other party.

13. Third Party Rights

- a. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

14. Independent Contractors

- a. The relationship of the Parties is that of independent contractors, and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint ventures, co-partners, employer/employee or principal and agent.

15. Non-solicitation

- a. Neither party shall, without the prior written consent of the other party, from the date of this Agreement to the expiry of 24 months following termination of this Agreement, solicit or entice away from the other party any person who is, or has been, engaged as an employee in the provision of the Services.

16. Notices

- a. All notices must be sent to Journey Hospitality Limited at notice@journey.travel or posted to Elmstone Business Park, Stoke Road, Elmstone Hardwicke, Cheltenham, GL51 9SY. We may give notice to you at either the e-mail or postal address you provided to us when registering.
- b. These terms are subject to change at any time, 5 days notice will be issued prior to any changes.

17. Force Majeure

- a. Neither Party will be liable or responsible for any failure to perform, or delay in performance of, any of their obligations hereunder that is caused by events outside their reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, plague, pandemic, governmental action or any other event that is beyond the control of the Party in question.

18. Severability

- a. If any provision of these Terms is illegal or unenforceable, that provision will be severed from these Terms, and the other provisions will continue to be valid.

19. Data Protection

- a. Clients own their own data. Journey is registered with the Information Commissioner's Office (ICO) under the Data Protection Act and complies with the EU Data Protection Directive 95/46/EC.
- b. Customer data will not be sold to third parties.
- c. We will Both comply with all applicable requirements of the Data Protection Legislation as set out further under the Data Processor Agreement <https://journey.travel/data-processing-agreement/>

20. Governing Law And Jurisdiction

- a. This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English Courts.