

TERMS & CONDITIONS

HYP3R's Location-based Engagement Platform ("Platform") is offered through a partnership with Marriott International Administrative Services, Inc. ("Marriott") as its preferred partner for location-based social media monitoring and engagement for hotel properties. By submitting this form ("Form") you are requesting access to the Platform and accepting the following Terms and Conditions on behalf of one or multiple hotel properties ("Affiliate").

1. LICENSE GRANT.

1.1. By HYP3R. HYP3R hereby grants to Affiliate a nonexclusive, nontransferable, non-assignable license to access the Platform to collect, analyze, or aggregate social media posts generated from the Affiliate's hotel property ("Location") for the purpose of location-based social media insights, on-property guest engagement via social, or requesting permission of user generated content from guest posting on-property.

2. TERM AND TERMINATION.

Term. The license will have an initial term of one year from the effective date of submission of the Form and shall automatically extend for additional one-year periods unless Affiliate provides notice of non-renewal to Marriott at least thirty days prior to the expiration of the then current term (each one-year period, a "Term").

3. PAYMENT TERMS.

Payment Terms. The monthly license fee per property is \$250.00. Payment for the Platform will be managed through Marriott. The yearly license fees will be collected from Affiliate within 30 days of submission of the Form.

4. ONBOARDING & SUPPORT.

4.1 Onboarding. Upon submission of the Form, Affiliate will receive access to the platform and onboarding materials including but not limited to onboarding videos, frequently asked questions, and best practices. In addition, Affiliate will have access to scheduled webinars.

4.2 Support. Affiliate will have access to a support representative from HYP3R. The representative is available to answer service questions during the defined business hours of Monday through Friday from 8:00 a.m. until 6:00 p.m. EST except the following United States holidays falling on normal business days: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day. Outside of the defined business hours, each Affiliate may contact their designated contact/vendor representative in the event of unavailability of the HYP3R service platform and receive a response by the next business day. The designated representative shall provide their phone number and email address to the Affiliate.