

## MASTER SERVICES AGREEMENT

v.2018.11.30

This MASTER SERVICES AGREEMENT (the “**Agreement**”) dated as of the date Set forth in the Basic Terms, is made by and between the Client set forth in Basic Terms (together with its officers, directors, employees, administrators, personnel, executives, subsidiaries, licensees, affiliates and assigns, the “**Client Parties**”), and Go Moment, Inc., a Delaware corporation with its principal place of business at 929 Colorado Avenue, Santa Monica, CA 90401 (hereinafter, “**GM**”) (GM and Client each individually a “**Party**” and together the “**Parties**”).

WHEREAS, Client is the owner, manager, and/or operator of the Hotel(s) set forth in the Basic Terms (each hereinafter a “**Hotel**” or and collectively the “**Hotels**”), and represents and warrants to GM that it is authorized to enter this Agreement on behalf of itself and the Hotels and to bind itself and the Hotels to the terms and conditions hereof;

WHEREAS, GM is engaged in the business of providing guest engagement services to its clients through the web via its cloud-based proprietary software, application programming interfaces (“**APIs**”) and end-user interface known as Ivy (hereinafter collectively the “**Services**”);

WHEREAS, the Services provide clients with the ability to offer a virtual concierge experience for guests, enabling clients to better manage guest needs and expectations, allocate resources, promote services, increase revenue, assess guest satisfaction, and evaluate and optimize hotel operations and the overall guest experience;

WHEREAS, GM has determined to offer the Services to Client under a program for deployment and implementation in the Hotels set forth in the Basic Terms (the “**Program**”);

WHEREAS, Client has determined that the Program is consistent with its business plans for improved hotel management and guest services and therefore intends to deploy the Services in the Hotels;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. **SERVICES:**

1.1 Subject to the terms and conditions of this Agreement, GM will provide Client Parties, the Hotels, and their Authorized Users (as defined below) (all such parties hereinafter collectively the “**Users**”) with access, as agreed, to the Services through the Internet. The Services are subject to modification from time to time at GM’s sole discretion, for any purpose

deemed appropriate by GM. GM will use reasonable efforts to give Users prior written notice of any such modifications.

1.2 GM shall provide guest engagement services via the Services on a transparent basis, such that Hotel guests experience them as if provided with the high level and professional quality of care given by the Hotel directly.

1.3 GM reserves the right to suspend Users' access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event any of Users is in breach of this Agreement, including failure to pay any amounts due to GM.

1.4 Subject to the terms hereof, GM will provide reasonable support to Users for the Services seven days per week from 9 a.m. PST to 5 p.m. PST beginning after initial deployment.

1.5 The Program shall include GM's customary guest engagement and initial greeting messages and/or any other messages that Client and GM agree upon in advance to be sent to Hotel guests who have supplied mobile phone numbers upon check-in to the Hotel. The list of agreed upon messages, as well as the wording of the greeting message to be used by GM, are and shall be as set forth in the Basic Terms.

## 2. **TERM:**

The initial term of this Agreement ("**Initial Term**") will commence on the Effective Date set forth in the Basic Terms and will continue through the date set forth in the Basic Terms for the end of the Initial Term ("**Renewal Date**"). Unless terminated by giving 30-days written notice ("**Termination Notice**") prior to the end of the then current term, the Agreement will automatically renew for subsequent terms ("**Renewal Term(s)**") in accordance with the following:

- a. If the Initial Term is one year or more, the Renewal Terms shall be for one year.
- b. If the Initial Term is less than one year, the Renewal Terms shall be for a period of time equal to the Initial Term.

Notwithstanding the foregoing: i) Client may terminate during the first 60 days of the Initial Term for any reason, provided that they pay the Adjusted Fee; ii) this Agreement may not be terminated while there are outstanding Fees (as defined below); and iii) this Agreement may also be terminated by cause as more fully set forth below.

## 3. **RESTRICTIONS AND RESPONSIBILITIES:**

3.1 To access the Services, Users must create a GM account associated with a valid e-mail address. Unless authorized in advance by GM, Users may only create one account per email address. Users are responsible for all activities that occur in their accounts, regardless of whether the activities are undertaken by Users, Client Parties, Hotel staff, and/or a third party (including any contractors or agents of Client and/or the Hotels) and, except to the extent caused by GM's breach of this Agreement, GM and its affiliates shall not be responsible for unauthorized access to Users' accounts. Users will contact GM immediately if there is a concern

that an unauthorized third party may be using a Users' account or if any account information is lost or stolen.

3.2 Access to the Services may require Users to install certain software applications. Users agree to be bound by any end-user software agreements that govern the installation and use of such software applications. If GM authorizes Users to distribute any such application to third parties, Users may do so only after effectively binding such third-party users to the applicable end-user software agreements provided by GM for the benefit of GM.

3.3 Users shall not, and shall not permit any third party, to use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. Further, Users shall not, and shall not permit any third party, to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services is provided under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble or decompile the Services or apply any other process or procedure to derive the source code, object code, underlying structure, ideas or algorithms of the Services or any software, documentation or data included in or related to the Services (all of the foregoing hereinafter the "**Software**"), (c) access or use the Services or Software in a way intended to avoid incurring fees or exceeding usage limits or quotas, (d) use the Services or Software for timesharing or service bureau purposes or for any purpose other than Users' own use, or (e) resell or sublicense the Services or Software.

3.4 Hotels shall designate a specified number individual employees, administrators, personnel or contractors who shall be authorized to set up an account using the functionality of the Services (collectively, "**Authorized Users**," and each an "**Authorized User**"). Each Authorized User will be required to set up an individual GM account to access the Services. Users will be responsible for maintaining the security of all accounts, passwords (including, but not limited to, administrative and user passwords) and files, and for all uses of Users' accounts with or without Users' knowledge or consent, including any use by Authorized Users. Hotels shall ensure that their Authorized Users are familiar with and agree to all applicable obligations contained in this Agreement, and Users are responsible and liable for any breaches of this Agreement by any Authorized User.

3.5 GM will separately enter into a privacy policy agreement with Authorized Users governing GM's use of information collected directly from Authorized Users; such information shall not be deemed Proprietary Information (as defined below) of the Users hereunder, and is not subject to the terms of this Agreement, but rather is governed by the terms of such privacy policy.

3.6 Users will cooperate with GM in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as GM may reasonably request. Users will also cooperate with GM in establishing a password or other procedures for verifying that only Authorized Users have access to the administrative functions of the Services.

3.7 Client understands and agrees that in order to make most productive use of the Services, on-site deployment and training by GM shall be required in each Hotel with more than one thousand (1,000) rooms.

3.8 Client will designate an employee who will be responsible for all technical matters relating to this Agreement (“**Primary Technical Contact**”), all billing matters relating to this Agreement (“**Primary Billing Contact**”), and all other matters relating to this Agreement (“**Primary Program Contact**”). Client may change the individual designated as the Primary Technical Contact, the Primary Billing Contact, and the Primary Program Contact at any time by providing written notice to GM and one individual can act as one or more designated contacts.

3.9 This Agreement is subject to Reasonable Use Policy (the “**Policy**”) that restricts the use of the Services beyond what is considered normal in order to prevent abuse as described more fully in this paragraph. These restrictions do apply to most Clients. However, abnormal use of the Services in violation of the Reasonable Use Policy may result in service termination at Company’s sole discretion. Services are subject to the following limitations: i) unsolicited communications; ii) telemarketing or any other mass-texting for marketing purposes unless included in Client’s Services; iii) automated texting (SMS or MMS) of any kind, other than those provided unless included in Client’s Services; iv) sending same text message to large number of recipients via copy-paste or automation; v) abusive or unsolicited communications; vi) with respect to the API, 10 requests per minute maximum, 1,000 requests per day maximum, and 10,000 per month maximum; and vii) with respect to SMS: 38 segments per room per month.

#### 4. **FEES, PRE-PAID CONTRACTS, AND PAYMENT:**

##### 4.1 Fees:

4.1.1 Pre-Payment of Fees: In consideration for the Services rendered or to be rendered herein, the Client shall pay a non-refundable Setup Fee set forth in the Basic Terms. Thereafter, Client and/or Hotel shall pay the recurring non-refundable service fee (“**Service Fee**”) specified in the Basic Terms, in advance period for which Services are to be provided. GM shall invoice Client for recurring fees due and shall separately invoice Client for deployment and training fees in advance of providing those services. Payments shall be due no later than the 25<sup>th</sup> day of the calendar month prior to the period for which Services are to be rendered.

4.1.2 Cancellation: Cancellation of this Agreement for any reason prior to the end of the Initial Term or any Renewal Term shall result the re-calculation of the Service Fee based on then-current retail rates from the beginning of the relevant term to the date of cancellation. Excess Service Fees shall be refunded and any unpaid fees will be billed on the date of cancellation.

4.1.3 Invoicing: GM shall invoice Client in accordance with Basic Terms for all Fees. GM will separately invoice Client for deployment and training fees in advance of providing those services. Client also understands and agrees that Client will pay each invoice by the due date indicated on the invoice.

4.2 Prerequisite to Deployment: Client understands and agrees that payment of the Setup Fee or any other deployment and training fees set forth in the Basic Terms are a prerequisite to GM's deployment of the Services and provision of training.

4.3 Seats: With respect to the Services, the Monthly Service Fee includes the number of seats specified in the Basic Terms (i.e., a 10-seat license would provide for 10 individually named users). To the extent applicable, Client will pay GM for additional services outside the scope of this Agreement if and as they become due and in accordance with the terms and conditions agreed to by the Parties.

4.4 Payment Method: All Fees due hereunder may be paid by Client via electronic check (eCheck), Automated Clearing House (ACH), or Debit/Credit Card. For Clients on a monthly or quarterly payment arrangement paid using a Debit/Credit Card, Fees will be subject to a 3% surcharge. Clients that pay Fees late on more than two consecutive instances shall be required to pay via eCheck or ACH pursuant to an automatic payment arrangement going forward.

4.5 Late Fees: Any payments not received by the due date of said payment shall be subject to an immediate ten percent (10%) late charge on the balance due. If payment is not received within thirty (30) days of the due date of said payment, any unpaid sums due under this Agreement are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is greater, plus all expenses of collection, including reasonable attorneys' fees. Client agrees to pay any applicable taxes not otherwise included in the Fees unless Client has provided GM with a valid exemption certificate. In the case of any withholding requirements, Client will pay any required withholding itself and will not reduce the amounts paid to GM on account thereof.

## 5. **DISCLAIMER OF REPRESENTATION OR WARRANTY:**

5.1 The Parties expressly agree and understand that neither Party can guarantee any specific results or participation of Hotel guests in the Program, and therefore cannot represent or warrant any specific profit or commercial benefit to either Party. Except as expressly set forth in this Agreement, the Parties knowingly undertake their own costs in the implementation and operation of the Program.

5.2 Client expressly acknowledges and agrees that Users' use of the Services is at their own risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with Users. To the maximum extent permitted by law, the Services are provided "AS IS" with all faults and without warranty of any kind, and Client hereby disclaims all warranties and conditions with respect to the Services, either express, implied or statutory, including but not limited to the implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights. GM does not warrant against interference with Users' enjoyment of the Services, that the functions contained in the Services will meet Users' requirements, that the operation of the Services will be uninterrupted or error-free, or that defects in the Services will be corrected. No

oral or written information or advice given by GM shall create a warranty. Should the Services prove defective, Client assumes the entire cost of all necessary servicing, repair or correction.

## 6. LIMITATION OF LIABILITY:

6.1 In no case shall GM, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors be liable for any personal injury, or any indirect, incidental, punitive, special, or consequential damages arising from Client's use of the Software or for any other claim related in any way to your use of the Software, including, but not limited to, any errors or omissions in any content, loss of data, loss of profits, business interruption, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the software, regardless of the theory of liability (contract, tort, or otherwise), however caused, even if advised of their possibility.

6.2 Users acknowledge and agree that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("**Third Party Services**"). GM is not responsible for, and shall have no liability, in contract, tort, strict liability or otherwise, for any damages, including but not limited to loss of revenue, anticipated profits, business or sales, caused by or on account of the operation of any Third-Party Services or the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Users are solely responsible for procuring any and all rights necessary for them to access Third Party Services and for complying with any applicable terms or conditions thereof. GM does not make any representations or warranties with respect to Third Party Services or any third-party providers. Any exchange of data or other interaction between Users and a third-party provider is solely between Users and such third party provider and is governed by such third party's terms and conditions.

6.3 Client acknowledges that the Services constitute a communications tool designed to assist Users in responding to requests and needs of Hotel guests in a friendly, efficient, and time-saving manner and that the Services provide a platform for such communications. Client further acknowledges that the Services and GM do not make decisions or take actions in response to Hotel guest communications and that all such decisions and actions are made or taken or as directed by Users and/or their employees, administrators, staff and personnel, who shall be solely responsible for responding to Hotel guest communications. GM cannot and does not guarantee availability of Users and/or their employees, administrators, staff and personnel to respond to Hotel guest communications and GM shall not be responsible or have any liability for any decisions and actions of such parties or for the failure of such parties to respond or take action in response to guest communications. Client further agrees that GM shall have no liability for any outcomes or experiences of Hotel guests, including but not limited to any injury, harm or loss claimed to be suffered by Hotel guests that involve or relate in any way to the Program, the Services or Users' use of the Services.

6.4 Client is responsible for obtaining Guest consent for communications sent by Ivy, and certifies that all Guest data provided to GM is compliant with regulations promulgated by the Federal Communications Commission ("**FCC**"). Client further acknowledges that it will use

the Ivy platform in a manner compliant with FCC, Telephone Consumer Protection Act of 1991, and other relevant regulations. Client also agrees to follow GM Best Practices when communicating with Guests.

6.5 Except as otherwise required by law, GM's damages shall be limited to the amounts (if any) paid to it by Client in the two months preceding the assertion of the claim for damages and Users' expressly waive the right to assert that such amounts (if any) are an insufficient remedy for the alleged harm.

## 7. **INDEMNITY:**

7.1 To the fullest extent permitted by law, the Client Parties, on behalf of themselves, the Hotels and any Authorized Users, hereby agree to indemnify and hold harmless GM, its affiliates and licensors, and each of their respective officers, directors, employees, agents, representatives and assigns, against any damages, losses, liabilities, settlements and expenses (including without limitation attorneys' fees and costs) in connection with any (i) claim or action that relates to the Program or Services and/or arises out of any use of the Services by Users, their employees, administrators and personnel; (ii) third party claim, such as by a Hotel guest, that relates to and/or or arises out communications or interactions with Ivy; (iii) any injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Users' use or inability to use the Services, whatever the cause, regardless of the theory of liability (contract, tort, or otherwise); or (iv) Users' breach of this Agreement or violation of applicable law.

## 8. **PROPRIETARY RIGHTS:**

8.1 Each of the Client Parties and GM (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information"). The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees or contractors needed to fulfill the obligations and effectuate the purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that it takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information. Proprietary Information does not include information that (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, (b) was in the Receiving Party's possession or known by the Receiving Party prior to receipt from the Disclosing Party, (c) was rightfully disclosed to the Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to a valid and enforceable judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to allow Disclosing Party an opportunity to contest such order.

## 9. **INTELLECTUAL PROPERTY RIGHTS:**

9.1 Except as expressly set forth herein, GM alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services and the Software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Users or any third party relating to the Services and/or the Software, which are hereby assigned to GM. This Agreement is not a sale and does not convey to Users any rights of ownership in or related to the Services or Software, or any intellectual property rights.

9.2 GM will obtain and process content and data (including, but not limited to, guest data) provided by or on behalf of Users (“**Content**”) in accordance with its obligations under this Agreement. Client and its licensors shall (and Users hereby represent and warrant that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content distributed through the Services and the intellectual property rights with respect to that Content. If GM receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party, GM may (but is not required to) suspend activity hereunder with respect to that Content and the Client Parties will indemnify GM from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such claim, as incurred.

9.3 Client hereby grants GM an unconditional, perpetual license to use the Content or any other Client or Hotel data for any purpose. This includes the right to communicate directly with Hotel guests.

9.4 The Services may allow GM to manipulate and analyze certain Content within the Services to generate additional data (“**Resulting Data**”). GM shall have exclusive ownership and rights to the Resulting Data.

## 10. **TERMINATION:**

10.1 In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days’ prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business without a successor.

10.2 Notwithstanding anything in this Agreement to the contrary, Users’ rights under this agreement shall terminate automatically and without notice from GM should User materially breach any of the terms of this Agreement. Upon termination of the Agreement, Client, on behalf of all Client Parties and Authorized Users, agrees to destroy any copies of the Software that remain in its possession. Failure to timely pay any sums due hereunder by Client, Client Parties or Hotel shall constitute a material breach.



**10.3** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, limitations of liability and indemnities.

**11. CONFIDENTIALITY:**

11.1 The Parties shall have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such Party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

**12. IDENTIFICATION AND CO-BRANDING:**

12.1 GM may brand the Services. Hotel guests may be told that GM is providing the Services, provided, however, that all messages via Ivy to Hotel guests shall be made by GM to appear as if they come directly from the Hotel.

12.2 GM and Client agree that the Ivy will be marketed to Hotel guests using the company names of both Client and GM, that a certain minimum level of co-branding shall be part of the Program, and that all co-branding initiatives shall be consistent with the timing and content requirements set forth in the Co-Branding Guidelines set forth in the Basic Terms.

12.3 Client grants GM the limited right to make use of Client' and the Hotels' Trademarks, brand name(s) and logos for the purposes of providing the Services and engaging in co-branding of same. GM may also use such Trademarks, brand name(s) and logos for purposes of marketing the Services, including but not limited to displaying Client' and the Hotels' logos on GM's website. The goodwill in such use shall accrue solely to Client, the Hotels or, as applicable, the legal rights-holder. As between the Parties, all other materials created by GM for the purposes of providing the Services shall remain the property of GM.

**13. BILLING:**

13.1 GM will not bill Hotel guests directly for requested reservations, activities, ticketing, or any other requested items. Client acknowledges and agrees that Users remain solely responsible for billing for such items and for collecting any required payments from guests.

**14. BOOKS AND RECORDS:**

14.1 GM shall retain books and records accounting for the number of requests it receives from Hotel guests each month, the number of responses made, and the number of recommendations sent via email, text or other medium (individually, a "**Record**"). The most recent 250,000 Records shall be made available to Client or the Hotels in electronic form only,

consistent with the manner in which such Records are exported, upon fourteen (14) days prior written notice to GM at no additional cost.

## **15. ARBITRATION:**

15.1 In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties agree that final, binding arbitration shall be the exclusive means of resolving such disputes. Specifically, the Parties agree that all disputes or claims of any nature whatsoever arising out of or related to this Agreement, or the breach thereof, shall be resolved by final, binding arbitration before a single arbitrator administered in accordance with the rules of the American Arbitration Association (“AAA”) in the County of Los Angeles, California. The arbitrator shall have the authority to finally resolve all matters, including arbitrability, shall have the authority to award any and all available remedies, including legal and equitable relief, and shall decide all disputes in accordance with California law without regard to its conflict of laws rules. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. The prevailing Party will be entitled to receive from the non-prevailing Party all costs, damages and expenses, including reasonable attorneys’ fees, incurred by the prevailing Party in connection with the action or proceeding, whether or not the controversy is reduced to judgment or award. Judgment on the award may be entered in any court having jurisdiction. The Parties agree that the arbitration proceeding, and all matters addressed at arbitration, shall be maintained in strict confidence and shall not be disclosed for any purpose. The Parties choose arbitration because it is usually less expensive and quicker than litigation, and it will allow the Parties to resolve their disputes privately.

## **16. MISCELLANEOUS:**

16.1 GM may amend the terms of this Agreement from time to time. Amendments will be effective upon GM’s posting of such updated Agreement at this location or in the amended policies or supplemental terms on the applicable Services. Your continued access or use of the Services after such posting confirms your consent to be bound by the terms, as amended. If GM changes these Terms after the date you signed the Basic Terms, you may reject any such change by providing GM written notice of such rejection within 30 days of its Effective Date; provided, however, that any Renewal Term will be subject to the Agreement in effect at time such term commences. This written notice must be provided either (a) by mail or hand delivery to our address for notice set forth below, or (b) by email from the email address associated with your Account to: legal@gomoment.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to the Agreement. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of the Agreement in effect at the time of such rejection.

16.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict-of-laws provisions.

16.3 GM shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of GM. This section does not excuse Client, Client Parties and/or Hotel's obligation to pay for the Services or Program.

16.4 The Parties acknowledge and agree that each Party has reviewed and revised, and has been given the opportunity to have counsel review and revise, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments, appendices, exhibits, or schedules thereto.

16.5 All exhibits to this Agreement are incorporated herein and shall be and are an integral part of this Agreement.

16.6 Except as otherwise specifically agreed upon by the Parties, Client, Client Parties and Hotel may not assign this Agreement or transfer any of its rights, interests or obligations hereunder without the prior written consent of the other Party.

16.7 Waiver by a Party of a breach or violation of any of the terms of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach. None of the provisions of this Agreement is considered to be waived by a Party except when such waiver is given in writing.

16.8 This Agreement, together with its schedules and exhibits, constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all previous agreements and understandings of the Parties whether written or oral. No modification of this Agreement will be effective unless it is evidenced by a writing signed by the Parties' authorized representatives.

16.9 In the event that any provision of this Agreement is held to be invalid or unenforceable, all other provisions of this Agreement are deemed severable and will remain enforceable to the fullest extent permitted by law.

16.10 This Agreement may be signed in counterparts, each of which is deemed to be an original, but which together constitute one and the same instrument. Copies of signatures sent by facsimile or by PDF scan/email transmission are deemed to be originals for purposes of execution and proof of this Agreement.

16.11 No agency, partnership, joint venture, or employment is created as a result of this Agreement and, other than the promises and agreements set forth herein, the Parties have no right or authority to bind each other in any respect whatsoever.

16.12 Notices sent electronically shall be delivered to the e-mail address set forth herein and effective upon confirmed receipt by the receiving Party. Notices sent by USPS First Class

Mail shall be delivered the address for notices set forth herein and effective upon confirmed receipt by receiving Party. Notices sent by Certified Mail, Express Mail, or other form of verified delivery (i.e., UPS or FedEx), shall be effective upon confirmed receipt in accordance with the applicable policy of the respective carrier.

All notices to be given to GM hereunder will be addressed to GM at:

Go Moment  
929 Colorado Ave.  
Santa Monica, CA 90404  
Attn: Go Moment Legal  
legal@gomoment.com

All notices to be given to Client hereunder will be addressed to Client at the address set forth in Basic Terms.