

TERMS AND CONDITIONS AS FOLLOWS:

1. Grant:

a) The Owner hereby grants to the End User and the End User hereby accepts the non-exclusive right to use Radiant1 for its hotel operations in combination with services offered by the End User (together referred to as the Bundled Product) in the territories in which it operates.

b) The Owner expressly agrees that the license shall be royalty free during the term of this agreement provided Radiant1 and associated technology are solely used for purposes of using the Bundled Product for revenue management. The End User shall have no right to use Radiant1 for any other purpose other than using and working with Owner on revenue management and channel management or related operations.

c) Charges for use of Bundled product and/or any Radiant1 features are based on revenue sharing method listed in a separate appendix.

2. Term:

The initial term of this Agreement shall be one (1) year contracted in return of Radiant1 barred the costs of provides training, system integration and / or any related costing for the business, hereafter one (1) year of the grace period shall continue, herein a written notice shall be given during the grace periods with at least 180 days prior to the agreement that shall not continue deemed by any parties.

Thereafter this agreement will renew automatically for additional terms of one (1) year unless the Agreement has been breached or termination has been effected by either party giving written notice of at least 180 days prior to any such renewal that the Agreement shall not so renew. If no such written notice is given for the termination of this agreement by either party, this agreement continues to be effective.

3. Technical Information:

a) The Owner and the End User agree to abide, and agree to ensure that their employees, directors and/or business partners agree to abide by the Confidentiality provisions outlined in clause 18 of this agreement.

b) The Owner shall keep the End User informed of any material changes, additions or modifications to such information that has a material effect on the operations, costs and/or the performance of Radiant1.

4. Proprietary Rights:

a) The parties agree that this agreement does not assign or transfer to the End User any ownership rights in Radiant1, except for the rights expressly granted herein. This agreement does not transfer from the Owner to the End User any of the technology and all rights; interest in and to Radiant1 will remain solely with the Owner. The End User acknowledges and agrees that all rights arising from marketing and sales contribution of Radiant1 including but not limited to worldwide copyright, patents, inventions, confidential information, developed work, technologies, techniques, graphics created by the Owner, application designs, trade secrets, processes and all other contributions shall be considered the sole and proprietary property of the Owner and shall not to be exploited whatsoever by the End User without obtaining the prior written permission of the Owner.

5. Training of the End User:

a) The Owner will provide reasonable "train-the-trainer" training for the End User and those of its training and managerial staff that will be engaged in using Radiant1 at no cost to the End User.

b) The Owner shall permit up to two persons (unless otherwise agreed by the Owner) from each such category of personnel to engage in the training. Training shall be carried out via online demonstrations, Q&A sessions, webinars and/or other such mediums or meetings as agreed between the Owner and the End User. The Owner shall provide similar training in the event of material enhancements, developments or other material changes to Radiant1.

6. Pricing and Payment Terms:

a) The prices in for Radiant1 services listed in this agreement shall be fixed for the initial term of this Agreement. Thereafter the Owner may, with 30 days prior written notice to the End User, change the pricing.

b) The Owner will invoice the End User at the beginning of each month for revenue of the previous month.

c) In the event that payment is not received within 30 days from the invoice due date the Owner reserves the right to charge interest at the rate of ten (10) percent per annum on the total outstanding amount until the total sum due is received by the Owner.

d) The Owner reserves the right to recover all costs associated with the collection of unpaid invoices from the End User, including any reasonable legal fees and charges relating to debt collection services.

e) In the event of non-payment, the Owner shall have the right to revoke the End User's license and to discontinue service to the End User and its End Users.

f) The Owner has a choice to conduct billing to End User through a designated Distributor.

8. License to End-Users:

a) The End User shall ensure that prior to all of its employees that will be Users of Radiant1 have entered into some agreement with the End User and will use its full ability to abide by all terms of this agreement.

9. License to End User:

a) This Agreement shall operate as a license for the End User to use Radiant1, for the sole purpose of revenue management of its property that has signed the agreement with Owner only. This right shall subsist for so long as this Agreement remains in effect or until or unless otherwise revoked.

b) The End User shall not modify, amend, add to or in any way alter Radiant1 without the Owner's prior written consent.

c) The Owner shall not be required to negotiate the terms of any agreement between the End User and any End User.

10. Enhancements and Modifications:

a) The Owner will notify the End User of any enhancement or modification to Radiant1, which materially affects its operation, performance or cost. The Owner reserves the right to introduce any substitute Applications or web based technology which will fulfil the same function as that which it replaces with reasonable notice and training to the End User.

11. Owner Representations and Warranties:

a) Authority and Performance of Owner. The Owner represents and warrants that:

i) It has the legal right to enter into this Agreement and to grant the rights and perform its obligations hereunder, and

ii) to the best of its knowledge (having made due and careful enquiries) the performance of its obligations and delivery of Radiant1 to End User will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties.

b) Non-Infringement as of the Effective Date: To the best of Owner's knowledge, (having made due and careful enquiries), Radiant1 does not infringe upon any third party's patent, copyright, trade mark or trade secret enforceable globally.

c) Owner Services: The Owner warrants that it will provide Radiant1 in a manner consistent with industry standards reasonably applicable to the provision thereof.

12. Support:

(1) a) During the continuance and (if so required by the Owner) for up to 60 days after the termination of this Agreement (for whatever reason)

the Owner shall maintain an efficient and effective support facility to deal with technical issues, faults and/or other issues relating to Radiant1 raised by End Users and an efficient and effective support staff, to respond properly to such End User support requirements. b) The Owner shall provide back-up support for the End User when reasonably required and upon the terms and for charges as agreed between the End User and the Owner. c) Without prejudice to the generality of the End User's obligations the Owner shall provide End Users with the following support services: (1) Proper training for the End-Users' operators in the use of Radiant1; (2) Prompt receipt, analysis and reporting of reported faults in the operation of Radiant1; (3) Technical information and advice on the use of Radiant1.

13. Undertakings by the End User:

The End User undertakes and agrees that it will at all times during the continuance in force of this Agreement and where applicable, following termination hereof observe and perform the terms and conditions set out in this Agreement and in particular:

a) Will use at all times, Radiant1, for the sole purpose as listed in this agreement

b) applicable laws, regulations, rules and professional codes of conduct or practice when conducting the Business and performing its other obligations in the Agreement;

c) Will at its own expense provide its own hardware for use of Radiant1 and training to its employees for abiding by the terms of this contract;

d) Will promptly bring to the attention of the Owner any improper or wrongful use of the Owner's copyright rights, trademarks, emblems, designs, models or other similar industrial, intellectual or commercial property rights which come to the notice of the End User and will in the performance of its duties under this Agreement use every effort to safeguard the property rights and interests of the Owner and will at the request and cost of the Owner take all steps required by the Owner to defend such rights;

e) Will promptly bring to the attention of the Owner any information received by the End User which is likely to be of interest, use or benefit to the Owner in relation to the marketing and /or support of Radiant1.

f) The End User warrants that:

i) It has the legal right and authority to enter into this Agreement and

ii) The performance of its obligations, will not violate any applicable laws, regulations or rules and regulations or cause a breach of any agreements with any third parties.

iii) In the breach of any of the foregoing warranties subject to Clause 15 herein below, in addition to any other remedies available in law or in equity, the Owner will have the right in its sole discretion, to suspend immediately any related services if deemed reasonably necessary by the Owners to prevent any harm to the Owner and its business. It is expressly agreed that the Owners will provide reasonable notice and provide opportunity to

cure and will promptly restore the service once the cure has been remedied if practicable depending on the nature of the breach and if satisfied will promptly restore the services.

14. Warranty

a) The Owner does not warrant or represent that Radiant1 will be error-free but if Radiant1 is demonstrated to the Owner to contain an error or malfunction, or is otherwise substantially inconsistent with the documentation accompanying Radiant1, the Owner will use all reasonable endeavors to correct such error or malfunction free of charge provided that:

- i the End User has paid all fees due under this Agreement;
 - ii Radiant1 has at all times been used properly and in accordance with instructions for use;
 - iii no alteration, modification or addition has been made to Radiant1 without the Owner's prior written consent; and,
- b) Except as otherwise provided in this Clause, the Owner makes no other representations or warranties with respect to Radiant1.

15. Liability

a) subject to the indemnities in clause 16 below and except to the extent that by statute liability, may not lawfully be excluded in an Agreement of this nature and between the respective parties hereto:

i any statement, representation, condition, warranty or other term express or implied, statutory or otherwise, as to the quality, merchantability, suitability or fitness for any particular purpose of Radiant1 is hereby excluded and the Owner shall not be liable to the End User or to any other persons by reason thereof or any duty, statutory or otherwise, for any loss or damage (whether direct or consequential) arising directly or indirectly in connection with Radiant1 or any modification, variation or enhancement thereof, or any documentation, manual or training relating thereto; and

ii Without limiting clause 15(a)(i), the Owner is not liable to the End User under or in connection with this Agreement for any:

- A. loss of profit, revenue, savings, business, data and/or goodwill; or
- B. consequential, indirect, incidental or special damage or loss of any kind.

b) To avoid doubt, the End User's liability to an End User or any other person is a type of loss excluded under clause 15(a)(ii).

c) Neither party will be responsible, liable, or held to be in breach of this Agreement for any failure to perform its obligations under this Agreement or otherwise, to the extent the failure is directly caused by the other party failing to comply with its obligations under this Agreement, or by the negligence or misconduct of the other party or its personnel.

16. Indemnification

a) Each party will indemnify, defend and hold the other harmless from and against any claim or proceeding (each, an "Action") brought by any third party against the other or its affiliates to the extent the Action alleges the infringement or misappropriation of any intellectual property right relating to the delivery or use of Radiant1 (but excluding any infringement contributory caused by the other party).

b) Each party's indemnification obligations hereunder shall be subject to

- i receiving prompt written notice of the existence of any Action;
- ii being able to, at its option, conduct the defence and/or settlement of such Action;
- iii permitting the indemnified party to participate in the defence of any Action, at the indemnified party's cost where the indemnifying party has opted to conduct the defence and/or settlement of such Action; and
- iv receiving full cooperation of the indemnified party in the defence thereof.

c) The Owner is not required to indemnify the End User under clause 16(a) to the extent that the Action arises from:

- i the End User's breach of this Agreement;
- ii use of Radiant1 other than in accordance with its instructions for use;
- iii any alteration, modification or addition to Radiant1 other than by the Owner; or
- iv services offered by the End User other than use of Radiant1.

17. Copyright, Patents, Trade Marks and Other Intellectual Property Rights

a) The End User acknowledges that any and all of the copyright trademarks and other intellectual property rights subsisting in or used in connection with Radiant1 including all documentation manuals relating thereto are and shall remain the property of the Owner and the End User shall not during or at any time after the expiry or termination of this Agreement in anyway question or dispute the ownership thereof by the Owner.

b) The End User also acknowledges that such copyright, trademarks and other rights belonging to the Owner may only be used by the End User with the consent of the Owner and during the term of this Agreement. Upon expiry or termination hereof the End User shall forthwith discontinue such use, without any right of compensation for such discontinuation.

c) The End User shall not during or after the expiry or termination of the Agreement without the prior written consent of the Owner, use or adopt any name, trade name trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by the Owner.

d) If the End User or any End User provides the Owner with ideas, comments or suggestions relating to Radiant1 (together feedback):

- i all Intellectual Property Rights in that feedback, and anything created by the Owner as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Owner; and
- ii the Owner may use or disclose the feedback for any purpose.

18. Confidential Information

a) The Owner has imparted and may from time to time impart to the End User certain confidential information relating to Radiant1 or other Owner products, development of existing or future applications or products to be part of Radiant1 or other Owner applications or marketing or support thereof (including specifications thereof) and the End User may otherwise obtain confidential information concerning the business and affairs of the Owner pursuant to this Agreement. The End User hereby agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purposes of this Agreement. In the event of the prior to such disclosure, the End User will obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as the End User is so bound hereunder.

b) The End User further agrees that upon expiry or termination of this Agreement it shall not itself or through any subsidiary or agent or otherwise, use, sell, license, market, distribute or otherwise deal with Radiant1 (in whole or in part) except to the extent permitted by the applicable law or develop any cloud or web based applications or technology or have any cloud or web based applications or technology developed through use of any confidential information supplied to it by the Owner, or in any other way obtained by the End User pursuant to the Agreement.

19. Termination

a) Either party may terminate this Agreement if:

- i By giving 180 days notice in writing to the other party;
- ii The other party breaches any material term or condition of this Agreement and fails to cure such breach within 15 working days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within 5 working days after receipt of written notice from the Owner;
- iii The other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- iv The other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

b) Termination or expiry of this Agreement does not affect either party's rights and obligations accrued before that termination or expiry.

c) subject to clause 19(a), neither party will be liable to the other for any termination or expiration of the Services of this Agreement in accordance with its terms.

d) Upon the effective date of termination of this Agreement the Owner may immediately cease providing the Services or the parties may agree a transition arrangement. Any and all payment obligations of the End User under this Agreement for Services provided through to the date of termination will immediately become due, subject to receipt of an invoice from the Owner. Within 30 days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

20. Miscellaneous Provisions

a) Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Owner), provided that the delayed party:

- i gives the other party prompt notice of such cause, and
- ii uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the Owner is unable to provide Services for a period of 7 consecutive days as a result of a continuing force majeure event, the End User may terminate this Agreement.

b) The End User will seek approval from the Owner prior to the release and distribution of any material and/or press releases that include the reference or include the name of the Owner, Radiant1 or the Owner's products.

c) The Owner and the End User both agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the End-User of the End User.

d) In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

e) The End User may assign this Agreement in whole (but not part) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets provided such assignment is consented by the Owner. This Agreement will bind and inure to the benefit of each party's permitted assigns.

f) Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with a tracked courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed herein above or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

g) The Owner and the End User are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Owner and the End User. Neither the Owner nor the End User will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

h) This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, communications, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be changed only by a written document signed by authorized representatives of the Owner and the End User in accordance with this clause. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format.

i) The parties hereby agree that this Agreement and the provision hereof shall be contracted in accordance with the laws of Thailand and the Courts of Thailand shall have non-exclusive jurisdiction over all disputes herein.

j) This Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter this Agreement by signing and emailing a counterpart copy to the other party.