

ZENO CONCIERGE PRODUCT TERMS

1 LICENSED PRODUCT

- 1.1 **Zeno Concierge:** These Product Terms are for Zeno Concierge (the “Licensed Product”). They form part of the agreement between Customer and Serko, where Customer and Serko have entered an Order for the Licensed Product, These Product Terms are binding and effective from the Start Date of the relevant Order and, unless earlier terminated in accordance with the agreement continues until the expiry of all Orders for the Licensed Product.
- 1.2 **Services:**
- a. **Implementation:** Serko will provide Implementation Services for the Licensed Product in accordance with a project plan which sets out the Implementation Services, any deliverables and an indicative timeline for completing the Implementation Services.
 - b. **Support Service:**
 - i Serko will provide Support Services as set out in the Zeno Concierge Support Manual.
 - ii Where an instance of Zeno Concierge Travel made available for Customer, unless otherwise specified in the Order, Serko will provide up to 10 hours of its standard Training (in a format determined by Serko, and at times agreed between the parties) to one Travel Manager.
 - c. **Other Services:** If specified in the Order, Serko will perform:
 - i Account Management Services;
 - i Customer Optimisation Services; and/or
 - ii Additional Services.
 - d. **Serko not responsible:** Serko will not be responsible for providing:
 - i Booking Support Services to Customer;
 - ii Any Fulfilment Services; or
 - iii Support Services to Authorised Users except as set out in the Zeno Concierge Support Manual.
- 1.3 **Customer Policies:** Customers must verify that their Policies are accurately and adequately included and implemented in the Licensed Product prior to any Guest User accessing the Licensed Product. Serko has no responsibility or liability with respect to the accuracy, verification, or correction of the Customer Policies or for Customer’s failure to verify its Policies.
- 1.4 **Verification of Guest Users:** Customer must ensure that it verifies the identity of Guest Users prior to their access and use of the Licensed Product and including to comply with Applicable Law.
- 1.5 **Licensed Product Suspension:** Serko may revoke, suspend or block Authorised Users and/or Customer’s access to the Licensed Product without incurring liability to Customer:
 - a. the person engaged by Customer to provide Fulfilment Services ceases to be an Fulfilment Partner or ceases to provide Fulfilment Services;
 - b. Customer fails to comply with any third-party terms and conditions, including without limitation those imposed by a Financial Institution or as described under clause 4.3 (Third party terms);
 - c. Should the request for Funding via the ACH Debit be declined or fail; or
 - d. In accordance with clause 5.9 (Credit Limit).
- 1.6 **Product Specific Indemnities:** Subject to clause 10.6 (Limitation of liability – specific) of the agreement, Customer must indemnify and defend Serko on demand for all Losses incurred by Serko in respect of any Claim against Serko arising out of or in connection with:
 - a Customer’s failure to comply with clause 3.8 (Verification of Guest Users); and
 - b the processing of Reimbursement Requests in accordance with Customer’s and or Authorised User’s instructions.
- 1.7 **Commencement of Billing:** Serko will commence billing of the Fees on the first of the month following the earlier Go-Live Date of Zeno Concierge Travel or Zeno Concierge Expense (**‘Billing Commencement Date’**).
- 1.8 **Invoicing for Fees:** Serko will invoice Customer for:
 - a. the Service Fees monthly in arrears;
 - b. the Access Fees monthly in advance; and
 - c. the Module Fees as set out at the following link: <https://travelsupport.zeno.com/hc/en-gb>
- 1.9 **Invoicing for Third Party Fees:** Serko will invoice Customer for the Third Party Fees:
 - a. for Zeno Concierge Expense monthly in arrears; and

- b. for Zeno Concierge Travel on Serko's receipt of an invoice from the person charging for the Third Party Fees.

2 ZENO CONCIERGE TRAVEL

2.1 **Application:** The following clauses in this section 4 apply to Customer's access and use of Zeno Concierge Travel.

2.2 **Permitted Uses:** Facilitating Bookings by Authorised Users of travel, accommodation and other products and services available through Zeno Concierge Travel for an Authorised User.

2.3 **Third party terms:** Any failure to comply with terms and conditions imposed in relation to travel reservations and purchases of products and/or services offered through Zeno Concierge Travel, including without limitation, speculative, false, or fraudulent reservations or any reservation in anticipation of demand, may result in the cancellation of reservations or purchases, denial of access to any flights, hotels, vehicles or other travel services and/or forfeiture of any amount paid for such reservations or purchases.

2.4 Fulfilment Services:

a Fulfilment Partner:

- i Customer must engage a Fulfilment Partner to carry out Fulfilment Services and Booking Support Services.
- ii Customer acknowledges and agrees that Serko cannot make Zeno Concierge Travel available for use by Customer unless and until Customer has engaged an Fulfilment Partner to carry out Fulfilment Services and Booking Support Services; and
- iii Customer agrees that Fulfilment Partner acts as Customer's agent and that Serko may rely on any instructions given by the Fulfilment Partner in relation to the Customer as if those instructions were given by the Customer itself.

a **Notification of termination:** Customer must notify Serko as soon as practicable if the Fulfilment Partner engaged by Customer ceases to provide Fulfilment Services.

b **Replacement:** If Customer wishes to change its Fulfilment Partner or its Fulfilment Partner otherwise changes, Serko may require the parties to enter into a CWO to record the corresponding Fees (if any) payable and the Services required in connection with the replacement of the Fulfilment Partner, including Services:

- i required to onboard the incoming Fulfilment Partner; and

- i in connection with the retrieval of information (such as profile and cost centre information) from the outgoing Fulfilment Partner.

c **Approval:** Customer may by notice to Serko request the approval of any person as an Fulfilment Partner, and in which case Serko may give or withhold such approval in its absolute discretion and no appointment of any person will be effective unless that person meets Serko's criteria for appointment as an Fulfilment Partner.

d **Licence by Customer:** Customer hereby grants to Serko a non-exclusive, royalty-free licence of the Customer IPR to the extent necessary or desirable to enable Serko to make Zeno Concierge Travel available to the Fulfilment Partner to enable the Fulfilment Partner to carry out Fulfilment Services.

e **Sharing Customer Data:** Customer requires Serko to share Customer Personal Data with the Fulfilment Partner and/or allow the Fulfilment Partner access to Customer Personal Data in order for the Fulfilment Partner to provide Fulfilment Services to Customer, for the purposes of which:

- i Serko may share Customer Personal Data with the Fulfilment Partner and/or allow the Fulfilment Partner to access Customer Personal Data;

- i the Fulfilment Partner will not be deemed to be Serko's Subcontractor or processing Customer Personal Data on Serko's behalf because Serko is not engaging the Fulfilment Partner as a Subcontractor;

- ii Customer releases Serko from any and all liability in relation to Customer Personal Data that is shared with the Fulfilment Partner; and

- iii Customer is solely responsible for determining whether Data Protection Laws require Customer to have a data processing agreement with the Fulfilment Partner and for putting such agreement in place (if required).

f **Serko not liable:** Despite any other provision in the agreement, Serko will not be liable to Customer for any loss (direct or indirect) due to, under and/or arising out of or in connection with the acts or omissions of an Fulfilment Partner.

g **No rights conferred:** Nothing in these Product Terms is intended to confer any rights or benefits upon any Fulfilment Partner.

2.5 **Testing Bookings:** Unless specified otherwise by Serko, the following first name and last name passenger name format must be used by Authorised Users for test bookings. Failure to do so will result in Transaction Fees, Serko Module Fees and/or Third-Party Module Fees plus third party fees (e.g. cancellation charges) being charged.

First name	Last name
Any first name	Traveller Bear or Traveler Bear
Any first name	Arranger Bear
Any first name	Authoriser Bear or Authorizer Bear

3 ZENO CONCIERGE EXPENSE

3.1 **Application:** The following clauses in this section 5 apply to Customer's access and use of Zeno Concierge Expense.

3.2 **Permitted Uses:** Facilitation of: (i) requests of Guest Users for the reimbursements of legitimate expenses; and (ii) approval of such legitimate expenses by Host Users; through Zeno Concierge Expense.

3.3 **Reimbursement Currency:** Reimbursement Requests will be in the Reimbursement Currency.

3.4 **NACHA Rules:** Serko agrees to be bound by the Rules, where applicable.

3.5 **Third party terms:** Any failure to comply with terms and conditions imposed by a Financial Institution may result in termination of Zeno Concierge Expense.

3.6 **Reimbursements Service:**

- a Serko will initiate the Reimbursements and adjustments indicated on the ACH File.
- b Reimbursement Requests for Guest Users will:
 - i be accumulated weekly, on a nominated Business Day, or at such other regular interval, agreed upon in writing between the parties (each, a 'Reimbursement Period');
 - ii be sent via an ACH file to the Originating Depository Financial Institution for each Reimbursement Period; and
 - iii not be processed for any Guest User whose bank account is located outside of the United States.

3.7 **Funding for Reimbursement Requests:**

- a. Payment by Customer to Serko for Reimbursements will involve the creation of an ACH File for a Reimbursement Period to initiate an ACH Debit to the Customer's Designated Account. Customer will pay Serko a sum equal to the

Reimbursements ("Funding"), for each Reimbursement Period.

- b. Serko shall not initiate the ACH Debit for Funding until after the relevant Reimbursements have left Serko's account at the Originating Depository Institution.
- c. In the event that an ACH Debit to the Customer's Designated Account is returned or declined for reasons not caused by Serko, including but not limited to a closed account or insufficient funds:
 - i no further Reimbursements Requests be sent to the Originating Depository Institution until such time as Funding is received; and
 - ii Serko shall be entitled to charge interest at a rate of 5% per annum, compounding monthly and any penalties imposed by the Originating Depository Institution.

3.8 **Adjustments/Reversals:**

- a. Serko may reverse any entry (or where applicable Reimbursement) where there has occurred one of the following errors: (A) duplication of a previously initiated entry or Reimbursement, (B) an entry or Reimbursement was not authorized pursuant to the provisions of this agreement or was otherwise made to or for the benefit of an unintended recipient, or (C) an entry or Reimbursement was initiated for an amount different from the amount to which the Guest User was entitled pursuant to the terms of the agreement; and
- b. Serko agrees to comply with the Rules, where applicable, regarding the reversal or correction of an ACH entry, particularly the requirement that the ACH entry which is intended to reverse or correct the prior erroneous ACH entry must be made prior to midnight of the fifth banking day following settlement of the erroneous ACH entry.

3.9 **Credit Limit:**

- a. Customer will be subject to Serko's review and approval of Customer's credit. Where credit is approved, a credit limit will be provided by Serko in as set out in Attachment "A" (Approved Credit Limit), limiting the dollar value of Reimbursement Requests that will be processed by Serko before Funding is received ("Credit Limit").
- b. The Credit Limit will apply from Go-Live of Zeno Concierge Expense until the termination or expiry of the relevant Order, unless earlier unilaterally amended by Serko in its discretion upon written notice to Customer.

- c Where the total dollar value of Reimbursement Requests in any Reimbursement Period exceeds or reasonably anticipated by Serko to exceed the Credit Limit, Serko may, in its absolute discretion:
 - i make Reimbursements in excess of the Credit Limit;
 - ii process Reimbursement Requests in two or more batches; or
 - iii shorten the Reimbursement Period so that Reimbursement Requests can be processed before the Credit Limit is exceeded.
 - d Should Serko makes Reimbursements in excess of the Credit Limit, Serko will be entitled to Funding accordingly.
 - e Serko shall not be liable for any Claim arising or resulting from:
 - i a delay in making Reimbursements where the Credit Limit for the Reimbursement Period has been exceeded;
 - ii a failure to pay Reimbursements in excess of the Credit Limit.
 - f Where the dollar value of the Reimbursement Requests repeatedly exceeds the Credit Limit for each Reimbursement Period, Customer will be notified and Reimbursements may be suspended.
- 3.10 **Letter of Credit:** Should Serko determine at any time that the credit rating of the Customer be unsatisfactory or if Customer has previously missed or been late with Funding, Serko may require a Letter of Credit from the Customer covering the amount of the Credit Limit. Upon failure to pay Funding, Serko will be entitled to immediately call upon payment on presentation to the Confirming Bank of the Letter of Credit. Should Customer refuse to provide Serko with a Letter of Credit where requested, Serko may terminate Customer's access to the Licensed Product without penalty or liability to the Customer.
- 3.11 **Designated Correspondent:** Customer will:
 - a identify and notify Serko of Customer's Designated Correspondent, who will maintain updated files concerning Customer's Designated Account, and the Guest User Designated Accounts (either being an '**Account**' and collectively '**Accounts**'), as may be applicable within Zeno Concierge Expense;
 - b ensure that Customer's Designated Correspondent updates Serko of any changes to the information provided to Serko pursuant to this clause 5.11. Serko will not be responsible for any loss to Customer or Authorised Users for any failure of Customer's Designated Correspondent to provide Serko with updated information or to maintain the files and accounts within Zeno Concierge Expense; and
 - c ensure that Customer's Designated Correspondent notifies Serko immediately if an Account has been compromised.
- 3.12 **Segregation of duties:** Customer must maintain appropriate segregation of duties for Authorised Users so that Guest Users are unable to approve their own Reimbursement Requests.
- 3.13 **Processing of Reimbursement Requests:**
 - a Customer will ensure that Serko is entitled to process all Reimbursement Requests received from Guest Users via Zeno Concierge Expense, except for the following Reimbursement Requests, which Customer agrees that Serko shall have no liability for refusing Reimbursement:
 - i Any Reimbursement Request with respect to which Customer's Designated Correspondent has subsequently notified Serko, in writing either in accordance with the notice provisions of the agreement or by email, not to process;
 - ii Reimbursement Requests for which the total dollar value exceeds the Credit Limit for any Reimbursement Period;
 - iii Reimbursement Requests which would violate such other condition(s), as have been mutually agreed in writing between the parties.
 - b In the event that the above clause applies to a Reimbursement Request received, Customer consents to Serko notifying the Guest User directly of the denial of the Reimbursement Request and the reason(s) for doing so, however Serko shall have no obligation to do so.
 - c Customer agrees that Customer's Designated Correspondent shall have the right at any time to authorize, in writing the Reimbursement of a denied Reimbursement Request, notwithstanding the fact that the Reimbursement is otherwise prohibited under the terms of this agreement. However, such authorization (i) must be received by Serko from Customer's Designated Correspondent, in writing, prior to the processing of such Reimbursement Request by Serko, and (ii) must be made by Customer's Designated Correspondent prior to 1:30 PM Central Time in order for such Reimbursement to be made on the

subsequent Business Day, otherwise such authorized Reimbursement shall be initiated on the following Business Day.

- d Authorizations provided by Customer's Designated Correspondent must be received by Serko via notice in writing and the parties agree that email shall be a valid form of communication of such notice.
- e In the event Customer's Designated Correspondent directs Serko to process a Reimbursement Request via Zeno Concierge Expense which has been rejected by Serko under this section, then Serko shall not be responsible for such Reimbursement, in whole or in part.

3.14 **Not liable:** Serko will not be liable for any penalties, fines, fees and/or third-party charges related to insufficient funds, overdrafts or late payments.

4 DEFINITIONS

4.1 **Definitions in the agreement:** Expressions defined in the agreement and used in these Product Terms have the meaning set out in the agreement unless otherwise defined herein.

4.2 **Definitions in this Product Terms:** In this Product Terms, unless the context otherwise requires:

'Account Management Services' means the appointment, by Serko, of an account manager to act as primary liaison between Customer and Serko to manage the relationship between the parties, including by:

- a managing and coordinating relationships with Serko, Customer and the Fulfilment Partner;
- b documenting Customer's defined goals with respect to its travel programme;
- c identifying and working with Customer to eliminate potential hurdles and obstacles that may prevent the execution of Customer's plans;
- d measuring, analysing and supplying agreed performance indicators in connection with Customer's use of the Licensed Product; and
- e undertaking quarterly business reviews.

'Acceptance Tests' means the tests to be carried out in accordance with the relevant clause in Master Agreement.

'ACH' means Automated Clearing House, a funds transfer system governed by the Rules of the National Automated Clearing House Association (**'NACHA'**), which provides for the interbank clearing of electronic entries for participating financial institutions.

'ACH Credit' means an ACH transfer of funds into an account at a Receiving Depository Financial Institution.

'ACH Debit' means an ACH transfer of funds from an account at a Receiving Depository Financial Institution or from the Customer's Designated Account.

'ACH File' means a computer file containing data necessary to affect a transfer of funds through an ACH.

'Additional Services' mean services such as an additional services such as, without limitation, email workflow (language, template wording); Bank feed/bank file format; G/L export and Policy/approval workflow.

'Booking' means an Online Booking and/or an Offline Booking.

'Booking Support Services' means booking support in connection with use of Zeno Concierge Travel, such as support relating to booking changes and cancellations.

'Business Day' means a day (other than Saturday or Sunday) on which registered banks are open for business where the Serko entity providing the Licensed Product is located but excluding any day in the period from 24 December in any year to 5 January in the following year (both inclusive).

'Customer's Designated Account' means a Customer account at a Receiving Depository Financial Institution designated by the Customer in writing to Serko as the account from which Funding is to be pulled via ACH Debit under these Product Terms.

'Customer Optimisation Services' means the provision by Serko of a technical resource to:

- a build and maintain the configuration of Zeno Concierge Travel, in accordance with requirements and objectives agreed by the parties,
- a assist the Fulfilment Partner to enable integration points between Zeno Concierge Travel and the Fulfilment Partner's systems to operate efficiently;
- b deliver relevant operational training for the Fulfilment Partner in connection with the Fulfilment Partner's support of Zeno Concierge Travel implementation;
- c answer configuration and product questions raised through the Zeno Support Centre; and
- d identify opportunities to upskill Authorised Users in the use of Zeno Concierge Travel.

'Customer's Designated Correspondent' means the contact person designated by the Customer to engage with Serko on behalf of the Customer in accordance with these Product Terms.

'Financial Institution' means the Receiving Depository Financial Institutions and/or Originating Depository Financial Institutions as contemplated by these Product Terms.

'Fulfilment Partner' means a person engaged by Customer and authorised by Serko to provide Fulfilment Services who meets Serko's certification requirements (if applicable).

'Fulfilment Services' means services related to travel bookings made using Zeno Concierge Travel and services to support Serko to facilitate travel bookings made using Zeno Concierge Travel, including:

- a participating in implementation meetings and providing assigned deliverables in a timely manner;
- b providing configuration information to facilitate the implementation of Zeno Concierge Travel (and reviewing and updating such information at least twice a year);
- c setting up service bureau/branch access;
- d setting up GDS queues/categories for approvals, cancellations, completed records and other queue information as requested;
- e providing profile and PNR specifications for every GDS pseudo city code in which PNRs or profiles are built;
- f performing and maintaining vendor discounts;
- g providing quality assurance and active testing of profile and PNR formats and vendor discounts;
- h using the approved format for any test bookings; and
- i helping Serko troubleshoot travel booking fulfilment issues.

'General Terms' mean the terms and conditions founder here: <https://www.serko.com/legal/online-general-terms>

'Go-Live Date' has the meaning given to it in the definitions section of the General Terms.

'Guest User(s)' means an Authorised User domiciled in the Territory, who is not an employee of the Customer, invited by Host User to use the Licensed Products for the Permitted Use(s).

'Guest User Designated Account' means the Guest User bank accounts at Receiving Depository Financial Institutions designated by the Guest User (and acceptable to the Customer and to Serko) to receive ACH Debits and ACH Credits.

'Host User' means an Authorised User who is also an employee of the Customer, responsible for inviting Guest Users to use the Licensed Products for the Permitted Use(s).

'Implementation Services' has meaning given to it in the General Terms.

'Invitation' means each submission of an invite to a Guest User, whether or not Guest User accesses Zeno Concierge Travel or makes a Booking.

'Letter of Credit' means an irrevocable letter of credit satisfactory to Serko, established by the Customer in favour of Serko within 15 Business Days of Serko's request and confirmed by a bank located in United States of America acceptable to Serko (a "Confirming Bank") and shall be valid for the duration of the Initial Term and may be called upon at will.

'Offline Booking' means a passenger name record made outside of Zeno Concierge Travel but imported into Zeno Concierge Travel for fulfilment and other purposes.

'Online Booking' means the creation of a passenger name record via Zeno Concierge Travel.

'Order' has the meaning given to it in the General Terms.

'Originating Depository Financial Institution' shall mean the financial institution designated by Serko to initiate ACH Debits and ACH Credits under this agreement. Serko reserves the right to change its Originating Depository Financial Institution upon notice to Customer.

'Point of Sale' or **'POS'** means each implementation of the Licensed Product for the applicable Territories and pseudo city code (PCC).

'Policies' means the Customer's expense approval processes and information, including without limitation rules, workflow, individual and group spending limits, approval routing requirements, policies, procedures and other specifications as applicable.

'Receiving Depository Financial Institution' shall mean the banks, thrifts, savings and loans, credit unions or other financial institutions designated by Customer or Guest User, as the case may be, to be the depository institutions at which their respective designated accounts are to be credited or debited as provided in these Product Terms, provided that such financial institutions are domiciled in the United States and are participating financial institutions in the NACHA.

'Reimbursement(s)' means the funds transferred or to be transferred to the Guest User(s)'s Receiving Depository Financial Institution(s) to fulfil Reimbursement Requests.

'Reimbursement Action' means each Guest User's Reimbursement Request in the Reimbursement Period.

'Reimbursement Request' means requests for the payment of legitimate expenses by Guest Users through Zeno Concierge Expense.

'Reimbursement Services' mean the services described in clause 4.5 of these Product Terms.

'Rules' means the Rules of the NACHA.

'Serko Affiliates' means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with Serko, where 'Control' means, directly or indirectly, the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise.

'Zeno Concierge Support Manual' means the document entitled ['Zeno Concierge Support Manual'](#) or similar, as published by Serko from time to time, which sets out the parameters of the Support Services to be provided by Serko.

'Service Fees' mean the service fees set out on the Order or Product Terms.

'Start Date' has the meaning given to it in the Order.

'Supplemental Content Integration Fee' means an integration fee per PNR containing any Supplemental Content Reservation created by and/or merged in the Sabre System by a user; where:

- a **'PNR'** means a passenger name record created in the Sabre System;
- b **'Sabre System'** means the Sabre global distribution system;
- c **'Supplemental Content'** means fares of inventory available from sources other than through the Sabre System;
- d **'Supplemental Content Reservation'** means a reservation for Supplemental Content that is created as a result of a user either directly or indirectly utilizing Zeno Concierge Travel in a way that involves interfacing with the Sabre System in any manner to facilitate shopping or booking Supplemental Content. A Supplemental content Reservation also means a reservation that is made outside the Sabre System that is then recorded in the Sabre System by a User either directly or indirectly utilising the Licensed Product.

'Support Services' means technical support provided by Serko in connection with the use of the Licensed Product in accordance with the Zeno Concierge Support Manual.

'Third Party Fees' means third party fees paid or payable in connection with: (i) the use of Zeno Concierge Travel, including fees imposed by aggregators, content providers and GDS providers, including Sabre Technology Fees, PNR Fees and Supplemental Content Reservation Fees; and/or (ii) processing fees related to Reimbursement of Guests incurred by Serko from the relevant Financial Institution.

'Training' means training provided to the Travel Manager(s) in relation to the Travel Manager(s) support of Zeno Concierge Travel's configuration and how the Travel Manager(s) raise tickets to request Support Services.

'Travel Manager(s)' means Customer personnel that are designated as a 'Travel Manager'.