



910 Athens Highway Suite K-214 · Loganville · Georgia · 30052
1.877.967.7283 · www.HotelsEtc.com

Hotels Etc. Inc. License Agreement

AGREEMENT made this **day 3-25-2020** Between Priority Pass / Herbert Melvin company and **the Licensee** (hereinafter called "the Licensee") AND **Hotels Etc. The Licensors** (hereinafter called "the Licensors").

The Licensee has agreed to license the use of Hotels Etc. specified in the schedules attached to this Agreement. The Licensors has the right to license the Hotels Etc. and agrees to do so subject to the following terms and conditions:

1. Definitions and Interpretations:

1.1. In this Agreement, unless the context otherwise requires:

- i. "Agreement" means this Agreement and includes all Schedules and Appendices attached to it or incorporated in it by reference; "Effective Date" means the date this Agreement comes into force being the date on which it is signed by both parties;
- ii. "Payment Schedule" means Schedule B containing the amounts, dates and conditions of payment for Hotels Etc.;
- iii. "Hotels Etc." means the products which are covered by this License Agreement and which are named in Schedule A;
- iv. "Update" means the supply of new versions of the Hotels Etc. as they are released; iviv.

1.2. For the purposes of interpretation and construction of this Agreement:

- 1.2.1. Words importing one gender include the others;
- 1.2.2. Words importing the singular or plural number include the plural and singular number respectively;
- 1.2.3. References to Sections, Clauses, and Schedules are references to sections, clauses and schedules in this Agreement;
- 1.2.4. Any Schedules, and the provisions and conditions contained in such Schedules, will have the same effect as if set out in the body of the Agreement. In the event of any conflict between the Schedules and the body of this Agreement, the provisions and conditions of the body of this Agreement will prevail;
- 1.2.5. Headings and marginal notes are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement;

2. Scope:

- 2.1. The Licensors agrees to provide one booking engine with Club Save logo along with any relevant updates as long as each payment is due by due date. See payment schedule below



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- 2.2. The Licensor will provide the necessary codes needed to install said databases within clients closed loop program.
- 2.3. The Licensee shall have the right to sell, provide or issue memberships to their organization for client to obtain access to said discount databases.
- 2.4. For the purposes of this Agreement those entitled to use the branded travel club system is the name listed on said agreement. No other exceptions have been extended to Licensee.

3. **Charges and Payments:**

3.1. Price:

The amount payable for the licensing of the Hotels Etc. is as detailed in the Payments Schedule.

3.2. Payment:

The Licensor shall invoice the Licensee for the Hotels Etc. supplied in accordance with the Payment Schedule. Payment will become due as specified in the Payment Schedule.

3.3. Increases in Fees:

The Licensor shall remain the same and locked in according the payment terms listed in said agreement. No refunds or warranties been promised.

3.4. Charges:

Subject to clauses 3.1 and 3.3 and to any agreed variations or change requests, the License Fees specified in this Agreement constitute the total charge to the Licensee.



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4. Delivery:

- 4.1. The Licenser will deliver codes for licensee to install said databases within their network.
- 4.2. The Licenser will provide reasonable clear instructions to enable the Licensee to reap the full benefit of the Hotels Etc. member benefits.
- 4.3. The Licenser will supply new versions of the Hotels Etc. as they become available, on the stated media, to each of the Locations, provided only that the Licensee is up to date with the Update payments as defined in the Payment Schedule.

5. Confidentiality:

Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information which is confidential to the other party. The obligations of clause 5 shall survive termination or cancellation of this Agreement.

The parties shall be bound to the terms and conditions of Confidentiality for a period of three (3) years from the date of execution of this Agreement.

6. Documentation:

The Licenser will provide the Licensee with Documentation. Amendments to the Documentation will be provided with each Update to the Hotels Etc. directory.

7. Warranties. The Licenser warrants that:

- 7.1.1. It has the right and authority to grant a license for the Hotels Etc. supplied to the Licensee;
- 7.2. Notwithstanding the foregoing, the Licenser shall have no obligation to insure that all discount providers honor the Hotels Etc. agreement. No discount shall be negotiated on Hotels Etc. behalf unless that discount provider is to be included within Hotels Etc. directory. Licensee shall not be permitted to solicit new discount providers using Hotels Etc. name or brand to join another program.
- 7.3. The above warranties are in lieu of, and the Licenser disclaims, all other warranties, express or implied, which may be lawfully excluded, including, but not limited to warranties of description, design, merchantability or fitness for a particular purpose.

8. Ownership:

- 8.1. All intellectual property rights which may subsist in the Hotels Etc. and associated Documentation shall remain with the owner of such Hotels Etc. but the Licensee shall be granted a license to use said databases within their closed loop program. Licensee also understands that discounts much be attached to an enrollment fee and cannot be giving away to the general public for free, or at no charge.
- 8.2. The parties shall execute all documents and do all acts and things reasonably required for the purpose of giving effect to clause 8.1.



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9. Intellectual Property Rights Indemnity:

- 9.1.** The Licensors will indemnify the Licensee against and will at Licensors' cost defend or settle any claim, suit, action or proceeding (collectively called "Action") brought against the Licensee to the extent that the Action is based on a claim that the Licensee's use of deliverables supplied by the Licensors constitutes a breach of any patent, copyright, trade secret or other proprietary right provided that:
- 9.1** the Licensee fully co-operates with the Licensors in defending or settling the Action and makes its employees available to give statements, advice and evidence as the Licensors may reasonably request;
- 9.1.2.** the Licensors is notified promptly in writing of any Action and is given complete authority and information required for the conduct of the defiance or settlement of the Action;
- 9.1.3.** the Licensors shall have the sole control of the conduct of any Action and all negotiations for its settlement or compromise.
- 9.2.** In order to fulfill its obligations under clause 9.1 the Licensors shall forthwith at its own expense either:
- 9.2.1.** obtain for the Licensee the legal right to continue using the Hotels Etc. or part of the Hotels Etc., which is the subject of the action; or
- 9.2.2.** replace the Hotels Etc. (or the infringing parts of the Hotels Etc.) with reasonably equivalent Hotels Etc. product.

10. Limitation of Liability:

- 10.1.** The warranties in clause 7 replace all other representations or warranties (statutory, express or implied) and all such representations and warranties (save any which may not lawfully be excluded) are expressly excluded, including, without limitation, the implied warranties of merchantability and fitness for any particular purpose. The foregoing exclusions do not apply to rights granted to the Licensee under the Consumer Guarantees Act 1993 unless the Licensee is acquiring the System for the purposes of a business in which case the provisions of the Consumer Guarantees Act 1993 shall not apply.
- 10.2.** Neither party will under any circumstances be liable under the law of tort, contract or otherwise for any loss of profits or savings or for any indirect or consequential loss or damage, however caused, arising out of or in connection with the performance or non-performance of this Agreement. At no time will the Licensors be responsible to the Licensee for any amount of damages for any reason that exceed the actual amount paid to Licensors. Licensee understands that there are NO REFUNDS for any reason of any monies paid to Licensors.
- 10.3.** The Licensors' liability to the Licensee arising out of any claim for damages for any cause whatsoever will under no circumstances exceed in aggregate the total amount of the sums actually paid by the Licensee to the Licensors for the goods or services which gave rise to the



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claim.

- 10.4.** No action arising out of this Agreement, may be brought more than one year after the party bringing the action became aware, or reasonably ought to have been aware, of the circumstances giving rise to the action.

11. Termination:

11.1. Termination Period

Either party may terminate by the other party, within thirty (30) days of written notice having been given (the "Curing Period"), if such defaults as noted in the foregoing clauses have not been remedied:

- 11.1.1.** assigns its rights or obligations under the Agreement otherwise than in accordance with clause 16;
- 11.1.2.** enters into a composition with its creditors, is declared bankrupt, goes into liquidation, or a receiver, or a receiver and manager, or statutory receiver is appointed in respect of it;
- 11.1.3.** commits a breach of copyright or any other breach of intellectual property rights, or a breach of confidentiality.
- 11.2. Termination by Either Party on Notice** If one party defaults in the performance of any of its obligations under this Agreement and:
- 11.2.1.** the default is capable of being remedied, and, within ten (10) days of notice by the non-defaulting party specifying the default, is not remedied; or
- 11.2.2.** the default is not capable of being remedied the non-defaulting party may immediately terminate, or temporarily suspend the operation of this Agreement until the default is remedied, at its sole discretion.

11.3. Remedies on Termination:

If the Licensee gives notice to the Licensor to terminate this Agreement, the Licensee may, in addition to terminating this Agreement:

- 11.3.1.** recover any sums paid to the Licensor on any account under this Agreement which have not been performed or completed;
- 11.3.2.** pursue any additional or alternative remedies provided by law.
- 11.4.** Upon termination of this Agreement the Licensee shall, at the Licensor's option, return or destroy any copies of the Hotels Etc. and related Documentation in the possession or control of the Licensee.



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12. Force Majeure:

12.1. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").

12.2. The party unable to fulfill its obligations due to Force Majeure will immediately:

12.2.1. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure;

12.2.2. use all responsible endeavors to avoid or remove the cause and perform its obligations.

13. Waiver:

No delay, neglect or forbearance by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party.

14. Severability:

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect.

15. Notices:

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other party at the address as shown in Schedule A.

16. Assignment:

The Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Licensor, which shall not be unreasonably withheld.

17. Amendments:

Any modification to or variation of this Agreement must be in writing and signed by authorized representatives of the Licensor and the Licensee.

18. Survival:

The provisions of this Agreement, which are capable of having effect after termination of this Agreement shall remain in full force and effect following the termination of the Agreement.

19. Entire Agreement:



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The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior Agreements and understandings (if any) with respect to the subject matter of this Agreement.

20. Subject to United States Law:

The parties agree that the laws of United States shall govern this Agreement.

21. Disputes and Remedies:

- 21.1.** The parties agree to use their best efforts to resolve any dispute, which may arise under the Agreement through good faith negotiations. No party shall commence any litigation in relation to this Agreement unless it has first invited the chief executive of the other party to meet with its own chief executive for the purpose of endeavoring to resolve the dispute on mutually acceptable terms.
- 21.2.** Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to mediation before commencing any litigation. Either party may initiate mediation by giving written notice to the other party.
- 21.3.** The parties shall continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation.
- 21.4.** Nothing in this clause shall preclude either party from taking immediate steps to seek urgent equitable relief before a United States Court.
- 22.** All materials, manuals, trademarks, marketing materials, database, discounts and all property of Hotels Etc., must remain confidential and no direct competition will be accepted and will violate your agreement.



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EXECUTED as an Agreement on the date written below on and between:

LICENSOR INFORMATION

Company: Hotels Etc.

Name: Shawn Pigg, Chief Executive Officer

Email Address: info@hotelsetc.com

Address: 910 Athens Hwy
Suite K-214
Loganville, Ga 30052

Telephone: 1-877-967-7283

Fax: 1-866-461-5637

Hotels Etc., Inc.:

Date

By: Name and Title

Name (Print)

LICENSEE INFORMATION

Company: priority pass

Name: Herbert Melvin

Email Address: islandtravel10@gmail.com support@prioritypass.travel

Address: 14111 US Ford Rd Fredricksburg, VA 22407

Telephone: 561-400-3897

Website: www.prioritypass.com

Date

By: Name and Title

Name (Print)



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Schedule A - Hotels Etc.

Hotels Etc. to provide to the Licensee a **semi private white label system**. Licensee will receive API that must be installed in a closed loop paid membership program to ensure not to break rate parity laws.

Licensee understands that they are not permitted to sell, lease, move, link on any site unless it is listed in said agreement. Licensee will receive HTML creatives from licensor in order to properly promote said program to licensee members.

Addresses:

The contact addresses for formal correspondence between the two parties are included above:

Schedule B - Payment Schedule -fees

Licensee will pay \$4000 for 500 members per year at \$8 per member If licensee exceeds pre purchase members licensor will send an invoice based on member tier achieved as listed below. Client has 10 working days to pay for additional member count. Licensee will receive the discount directory, unlimited certificate program and red booking engine.

Licensee understands that branded systems make take a few weeks to receive API

Licensee agrees to pay the initial payment with credit card listed below for the sum of \$995 and any future payments according to the license agreement listed.

Name: _____

Signature: _____

Credit Card # _____

Exp: _____ 3/4 digit security code: _____

Name: _____

Signature: _____