

SUBSCRIPTION TERMS AND CONDITIONS



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SUBSCRIPTION TERMS AND CONDITIONS

These Subscription Terms and Conditions (“**Terms and Conditions**”) describe the terms on which Services are being provided by the Establishment to the Guest(s) via the Platform (defined herein) and shall govern the Subscriber Form entered into between Dubai Business Registration and Licensing Corporation (“**DBLC**”), also an Affiliate of Dubai Economy and Tourism (“**DET**”) amongst others and you, identified on the applicable Subscriber Form (“**Establishment**”) (each, a “**Party**” and collectively, the “**Parties**”). Upon acceptance by the Subscriber to the Terms and Conditions, the same shall be construed as a final and binding agreement between the Parties.

These Terms and Conditions are effective between the Establishment and DBLC as of the date the Establishment accepts these Terms and Conditions and specified in the Subscriber Form by: (1) clicking the box indicating acceptance, (2) executing the Subscriber Form that references these Terms and Conditions, and/or (3) use the Platform, whichever is earlier. The individual accepting these Terms and Conditions is accepting on behalf of the Establishment, and represents and undertakes that he/she has the authority to bind the Establishment to these Terms and Conditions, in which case such entity will be referred to as the Establishment.

WHEREAS

DBLC has contracted with an entity which provides identity verification and authentication software (“**Software**”) more particularly defined under the Definition clause).

DBLC licenses the Software (as defined below) and the Software has granted DBLC the right and license to receive the benefit of the Software with the authorization to integrate the applicable features of the Software (SDK/API) with Establishments through an API/SDK or any other technology to provide Guest(s) (as defined below) of the Establishments with access to certain features of DBLC System (including Software) subject to provisions of these Terms and Conditions and only for the Authorized Purpose (as defined below) either through Third- Party Compatible Partner or directly.

DBLC intends to provide a non- exclusive right to the Establishment to integrate with DBLC Systems (including Software) through the API/ SDK Integration and API/ SDK Implementation, pursuant to terms and conditions of these Terms and Conditions either directly or through Third- Party Compatible Partner for the Authorised Purpose and the Establishments intend to provide right to DBLC to integrate with Establishment’s System (either directly or through Third- Party Compatible Partner) for the Authorised Purpose and Collaboration between the Parties.



NOW, THEREFORE, IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions unless the contrary intention appears:

Affiliate means (i) in relation to DBLC, all other departments or entities owned by or associated with the Government of Dubai; and (ii) in relation to any other Party/ Person (a) an entity of which a Party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a Party, or (iii) an entity which is under common control with a Party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a Party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

Terms and Conditions means these Master Integration Terms and Conditions as well as any Ancillary Documents. In the event of conflict between the Terms and Conditions and any of the Ancillary Documents, the Ancillary Document will prevail solely with respect to the specific matters addressed therein (example: data protection).

Ancillary Document means any exhibits, annexes, schedules, appendixes and the like included as part of these Terms and Conditions including technical documentation, Guest(s) journey document (attached herewith as Schedule B (Statement of Work)).

API means an Application Programming Interface, which is a particular set of procedures and programs defined by the DBLC and followed by the Establishment System (either directly or through Third- Party Compatible Partner) to allow the DBLC System (including the Software) and Establishment's System (including Guest(s)'s platform) to integrate and send and receive specific information provided by the Parties to each other based on the set of rules and specifications defined without manual interaction.

API/SDK Implementation means the implementation and integration of the Establishment's System either directly or through System Integrators' System including its own website(s), platforms and/or mobile application(s) or any Guest(s)-facing aspects (the "**Guest(s)'s Platforms**") to enable Guest(s)s to access to the required features of the Software via the API or SDK tools for the creation of a digital identification, identity document validation, authentication of identity of Guest(s)s for the Authorised Purpose.



API/SDK Integration means software integration enabled via the Software's API/SDK rules and specifications required to allow the Establishment's System (or Third- Party Compatible Partner as the case may be) and/or DBLC's System (including Software) to communicate with the Establishment's Systems for the purpose of exchanging data required to authenticate Guest(s), creation of digital identifications, identity document validation, all for the Authorised Purpose and any other purposes authorised by DBLC.

Applicable Laws means all applicable laws, statutes, regulations, directives, regulatory requirements, guidance and codes of practice as amended, updated or replaced from time to time.

Authentication Key means the unique alphanumeric identifier issued by DBLC to the Establishment solely to integrate with the DBLC System through the API for the purposes of Collaboration and fulfilment of Authorized Purpose. The Authentication Key shall be personal to the Establishment and shall not be shared, sub-licensed (except Third- Party Compatible Partner as provided for in these Terms and Conditions) or transferred.

Authorized Purpose means the purposes as communicated by DBLC in writing, including without limitation, implementation and operation of a standardized digital guest identity verification and check- in framework (including Guest(s) onboarding documentation and Data), the creation of a digital identification, identity document validation, authentication of identity of Guest(s) of Establishments, providing Biometric Identity Management Services via the DBLC Platform.

Biometric Authentication means the identity verification of the Guest(s) on the DBLC Platform.

Biometric Credentials means the biometric credentials (including fingerprints, facial map or any other biometric data) including but not limited to emirates ID, passport DBLCails that are registered or stored on the DBLC Platform;

Biometric Identity Management includes Biometric Authentication and Biometric Registration of the Guest(s) identity documents.

Biometric Identity Management Services/ Services means the Biometric Authentication and Biometric Registration (including its related and ancillary services) provided by DBLC via the DBLC Platform, which enables the Establishment to submit and upload Personal Data through the Biometric Authentication.



Biometric Registration means the registration of Guest(s) selfie and identity documents.

Biometric Software means DBLC Platform, its software technology product and related APIs/ SDKs for the Biometric Identity Management.

Business Day means a day, excluding Saturday, Sunday and United Arab Emirates public holidays, on which licensed commercial banks are open for business in Dubai, United Arab Emirates.

Business Continuity Plan means the documented arrangements and plans, activities, decisions, with assigned responsibilities and escalations (along with any other actions or documentation which are required to be undertaken by the Establishment in order to restore any disruption to its business, including the API/SDK Integration) in respect of the Establishment's business continuity obligations in the event of a Disaster affecting the Parties.

Business Hours means the hours of business of DBLC or any of its Affiliates from time to time.

Booking shall mean reservation or scheduling of a service (including but not limited to hotels, events, attractions) by the Guest with the Establishment.

Collaboration means the creation of a digital identification, identity document validation, authentication of identity of the Guest(s) of the Establishments, including Biometric Identity Management Services, provided by the Parties to the Guest(s) in connection with the Booking (in line with the obligations mentioned in the Terms and Conditions) or otherwise, along with services ancillary or incidental thereto, more particularly described in Schedule B to the Terms and Conditions, including but not limited to the obligations of the Parties.

Commencement Date shall mean the date of commencement as provided in the Subscriber Form.

Confidential Information means information disclosed under these Terms and Conditions that is designated by the disclosing Party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure.



DBLC API/ SDK means (i) API and SDK made available by DBLC under these Terms and Conditions, (ii) documentation, materials, sample code and software (including any human-readable programming instructions) relating to an API/ SDK, (iii) data and information, including Guest(s) Data through an API or data feed including updates.

DBLC Data means data uploaded or submitted by DBLC through the DBLC Systems in the course of the Collaboration between the Parties.

DBLC Material means (i) any Intellectual Property Rights of DBLC, and/or (ii) any materials, documents, tools, data, whether personal, sensitive or otherwise, information, text, drawings, and any other property of DBLC that are embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media provided to, granted the permission to use and access, or otherwise made available by DBLC to the Establishment including but not limited to DBLC System, DBLC Data.

DBLC System means the electronic information systems comprising (inter alia) any one or more of hardware, equipment, databases, software, peripherals and communications networks that are owned, controlled, operated or used by or on behalf of DBLC or any Affiliate of DBLC including but not limited to the DBLC Digital Onboarding Platform, Software, and Tourism Dirham and may include the development, installation, integration and/or implementation (as appropriate) of Software and/or equipment which is linked to the Establishment's System (either directly or through the Third- Party Compatible Partner) and which the Guest(s) is required to use for the purpose of, amongst other items, for identity verification, Biometric Identity Management and, at any given point in time, all electronic information systems thereunder, including any one or more of hardware, equipment, software, website, mobile website, peripherals and communications networks that are owned, controlled, operated or used by or on behalf of DBLC and/or any Affiliate thereunder.

Defect means (as the context requires) any one or more of the following: (i) Establishment API/ SDK or Establishment System defect; or (ii) an event which has caused or may cause disruption to, or a reduction in, the extent or quality or functionality of the Establishment API/ SDK or Establishment System or the Services (or any part thereof);

Disaster means a material disruption to the API/SDK Integration or to the provision or receipt of the Services (or any part thereof), whether caused by a Force Majeure Event or otherwise.



Documentation means DBLC's usage guidelines and standard technical documentation for the Software provided by DBLC.

Establishment shall be the party identified as the Establishment in the Preamble located in the Territory, who is provided access to the Software by DBLC in its sole discretion in accordance with terms of these Terms and Conditions.

Establishment API/SDK means (i) the application programming interface(s), software development kit made available by the Establishment under these Terms and Conditions, (ii) documentation, materials, sample code and software (including any human-readable programming instructions) relating to an API, (iii) data and information, including Guest(s) Data through an API/ SDK or data feed including updates.

Establishment's Materials means (i) materials, documents, and any other property of the Establishment provided to, granted the permission to use and access, or otherwise made available by the Establishment to DBLC for the purpose of these Terms and Conditions; (ii) materials, documents and tools not created, developed or invented in the course of these Terms and Conditions, including the Establishment's ordinary correspondence, know-how, methodology and tools; and (iii) the Intellectual Property Rights in (i) and (ii). For the sake of clarity, Establishment's Materials shall include the Establishment's Marks.

Establishment's Representatives means employee, personnel, representatives, agents, or contractors of the Establishment that they allow to participate in the Collaboration and any related software on their behalf in the Territory in accordance with these Terms and Conditions.

Establishment's Software means any the software that forms a part of the Establishment's System, the IPR in which are owned by the Establishment or an Affiliate of the Establishment, the access and usage rights to which are licensed to DBLC and/ or any of the DBLC's Affiliates under the Terms and Conditions.

Establishment's System means the Establishment's technology platform(s), Establishment's Software, Establishment's application(s) (including interfaces provided for use by the Guest(s)), websites interface(s), hardware, database(s), network components, and any other IT infrastructure or system components developed, owned, operated, or maintained by the Establishment, which are intended to interact with or interface with DBLC's systems for the purpose of Collaboration and for the Authorised Purposes under the Terms and Conditions.



Force Majeure Event has the meaning set out in Clause 11.

Guest(s) means an identified or identifiable natural person who makes Booking with the Establishment and will ultimately provide their Biometric Credentials, personal data for the purposes of Collaboration.

Guest(s) Data means data (including documents) uploaded or submitted by the Guest(s) either pertaining to the Guest(s) or otherwise in the course of using the Software as applicable, consisting of raw data, i.e the personal data without any modifications which is processed by the DBLC through the Software.

Guest(s) Services means guest support and assistance provided by the Establishment to the Guest(s).

Good Industry Practice means the practices, methods and procedures and that best degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced professional of international repute engaged in carrying out activities the same as, or similar to, the services under the same or similar circumstances.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade- marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and Intellectual Property Rights include, without limitation, any Marks.

Link shall mean a dynamically generated link unique to each Booking and/ or services provided by the Establishment to the Guest(s) for the purposes of availing the Services under the Terms and Conditions and remains active/ available until the time required by DBLC.

Malicious Code means any software, virus, Trojan horse, time bomb or other code (which can take the form of but not be limited to Java applets, ActiveX controls, scripting



languages, browser plug-ins or pushed content) that is harmful, disabling, or which enables unauthorised access to Establishment Systems and Establishment API/ SDK or other deliverables or theft of or damage to the DBLC Systems, Confidential Information, or otherwise impairs the operation of the Software, Services or other deliverables;

Marks means (i) any trade- marks, trade names, service marks, trade dress, logos, URLs and domain names; (ii) any identifying slogans and symbols; and (iii) any abbreviation, contraction or simulation of any of the items in (i) and (ii).

Misuse means any action of the Establishment (or Third- Party Compatible Partner, as the case may be) that is in breach of the Terms and Conditions, Applicable Laws, and/or the Rules and Regulations, including any modification or creation of any derivative of the DBLC's System, Software, without the prior written consent of DBLC, reverse engineering or otherwise attempting to derive the source code of the DBLC System, Software, removal of any proprietary notice from the DBLC System, Software, use of the DBLC System, Software, or any part thereof, in an unauthorized manner.

Person means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organisation, governmental authority or other entity.

DBLC Platform/ DBLC Digital Onboarding Platform means the DBLC's platform for the purpose of Biometric Identity Management and for availing the Services which can be accessed either through the Link (through website) sent by the Establishment or Establishment's mobile application to which the Guest(s) is being granted access to the DBLC Platform or through the API/SDK Integration with the Establishment's System for the purposes of availing the Biometric Identity Management Services.

Related Parties means, in relation to the Person, such Person's affiliates, parent company, subsidiaries, predecessor, successors, related entities and divisions, assignees, transferees, and each of their respective past, present or future representatives, principals, agents, servants, personnel, employees, subcontractors, shareholders, members, officers, trustees, fiduciaries, attorneys or directors, and their respective heirs, administrators, executors, successors and assigns and all persons acting by, through, under, or in concert with them.

Response Data means, any information the Software Provider provides to DBLC, in connection with the use of the Software and DBLC Platform through DBLC Platform pursuant to the agreement between DBLC and Software Provider that is licensed to DBLC



solely for its internal business purposes. The Response Data will depend on the software functionalities purchased by DBLC and is Confidential Information and may not be reshared by DBLC with any third-party (other than pursuant to terms and condition of the agreement between Software Provider and DBLC and as otherwise permitted by Applicable Law).

Rules and Regulations means the materials, documentation, decrees, rules and/or regulations that are currently in place which impact upon or contain DBLCails relating to the operation of the DBLC's System, processes for the authentication of Guest(s)' identities and any other matters ancillary thereto.

Onboarding Session shall mean a session where one or more personal data or identity validation processes are run on the DBLC Platform.

SDK means a Software Development Kit (SDK) which is a particular set of tools and functions defined by the DBLC System and followed by the Establishment System to allow the Establishment's System and DBLC System to integrate and send and receive specific information based on the set of rules and specifications defined without manual interaction.

Security Breach means actual or reasonably suspected accidental or unauthorised access, acquisition, loss, destruction or disclosure of Guest(s) Data;

Software Provider means the provider of the Software.

System Compatibility Testing means the process of testing and validating the compatibility and interoperability of the Establishment's System- either directly or through a Third- Party Compatible Partner with the DBLC System, to ensure proper integration, functionality, and performance of the Establishment System.

Third- Party Compatible Partner means a technology consulting system integrator engaged by the Establishment which specializes in systems integration and is compatible with DBLC Systems (via the compatibility agreement entered into between DBLC and the Third- Party Compatible Partner) duly existing and doing business in the Emirate of Dubai, UAE and who shall integrate (SDK/ API) the Establishment's System (on behalf of the Establishment) with the DBLC System for the Authorised Purpose and to facilitate the Collaboration under the Terms and Conditions.

Third- Party Compatible Partner's Materials means (i) materials, documents, and any other property of the System Integrator provided to, granted the permission to use and access, or otherwise made available by the Third- Party Compatible Partner and/ or



Establishment to DBLC for the purpose of these Terms and Conditions; (ii) materials, documents and tools not created, developed or invented in the course of these Terms and Conditions, including the Third- Party Compatible Partner's ordinary correspondence, know-how, methodology and tools; and (iii) the Intellectual Property Rights in (i) and (ii). For the sake of clarity, Third- Party Compatible Partner's Materials shall include the Third- Party Compatible Partner's Marks.

Territory means Emirate of Dubai, United Arab Emirates.

Tourism Dirham means the tourism fee levied on and collected from guests for each night of occupancy at tourism establishments (Establishment in this case) in Dubai in accordance with Executive Council Resolution No. (2) of 2014.

Updates shall mean the upgrades, patches, enhancements, or fixes for the Software, DBLC Systems provided by the Software Provider and DBLC (respectively).

1.2 Interpretation

- (a) Headings, underlining and capital letters in these Terms and Conditions have been inserted for ease of reference only and do not in any way limit or govern the interpretation of these Terms and Conditions.
- (b) References to a Party includes that Party's successors and permitted assigns.
- (c) References to the singular number include the plural and vice versa.
- (d) References to a person include a corporation or company and vice versa.
- (e) Words importing a particular gender include all other genders.
- (f) References to Clauses are to clauses of these Terms and Conditions.
- (g) Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall not limit the sense of the words preceding those terms.
- (h) In the event of any conflict or inconsistency relating to the documents produced pursuant to the subject matter of these Terms and Conditions and/or use of the Software, the following shall be the order of precedence:



- (i) these Terms and Conditions including, in the order in which they appear, any Schedules hereto;
- (ii) any contractual documentation approved in writing between the Parties pursuant to or as a result of these Terms and Conditions;
- (iii) any documentation incorporated by reference to these Terms and Conditions.

2. LICENSE, PERMITTED USE, RESTRICTIONS, FEEDBACK

2.1 **Collaboration:** DBLC is hereby engaging with the Establishment in order to give effect to the Collaboration between the Parties and to fulfil the Authorized Purpose.

2.2 License:

- i. Subject to these Terms and Conditions, DBLC hereby grants the Establishment, solely for the Territory, and the Establishment hereby accepts a non-exclusive, non-transferable, personal, non- sublicensable (except to Third- Party Compatible Partner, at its own risk and cost), and revocable right and license during the Term to access and use the DBLC API/SDK solely for the purposes of the Collaboration between the Parties, Authorised Purpose and for the performance of obligations of the Parties. The Establishment shall not, and shall not permit any third party to, sublicense, transfer, or otherwise grant access to the DBLC API/SDK without DBLC's prior written consent. The Establishment shall be fully liable for any acts or omissions of the Third- Party Compatible Partner and shall defend, indemnify and hold harmless DBLC for any losses arising from such acts or omissions.
- ii. Subject to the terms and conditions of these Terms and Conditions, the Establishment hereby grants DBLC, and DBLC hereby accepts a worldwide, exclusive, transferable, royalty free, sub-licensable and irrevocable right and license during the Term to access and use the Establishment API/ SDK and Establishment's System solely for the purposes of Collaboration between the Parties, Authorized Purpose and for the performance of obligations of the Parties.
- iii. The Establishment shall be responsible for the provision of the infrastructure and communications required for the development of the API/ SDK Implementation, API/ SDK Integration, as well as all the information, connections and data required for the deployment thereof. DBLC will be responsible for and in charge of the



applicable backups, system administration with the assistance of the Establishment and/ or Third- Party Compatible Partner as the case may be.

2.3 Permitted Use:

- i. Upon acceptance of the Terms and Conditions and successful completion of the System Compatibility Testing, DBLC shall provide the Authentication Key to the Establishment in order to integrate with the DBLC System. Any misuse of the Authentication Key shall be considered material breach of the Agreement and DBLC may in addition to any other remedies available under the Agreement may terminate the Agreement for material breach.
- ii. The Establishment shall comply with and shall ensure that the Third- Party Compatible Partner complies with the obligations provided under Schedule C “Flow Down Terms” hereunder (“**Flow Down Terms**”).

2.4 Restrictions:

- i. The Establishment shall not, and shall not permit any third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the DBLC Systems, Software or any software, documentation or data related to the Services or Software (except to the extent Applicable Laws specifically prohibit such restriction); (b) modify, translate, or create derivative works based on the Services or any software contained in it; (c) copy, rent, lease, timeshare or use the DBLC Systems, Software, or any software in it for service bureau purposes or for any purpose to benefit any third party other than for the Authorized Purpose and internal benefit of its respective Guest(s)s, as applicable; (d) use the DBLC Systems, Software, or any software other than in accordance with these Terms and Conditions or in compliance with all Applicable Laws and regulations, including but not limited to any privacy laws, and laws or regulations concerning intellectual property, consumer and child protection, obscenity or defamation; (e) use or access the Software for the purposes of Biometric Identity Management for and in relation to Booking outside the Territory (except Guest(s) who may be located outside the Territory); (f) distribute any software provided hereunder, or provide access to the Software or Services, to anyone except as specifically authorized under these Terms and Conditions; (h), pledge, assign, or otherwise transfer or encumber rights to the Software; (i) remove or otherwise alter any proprietary notices or labels from any



software and Services or any portion thereof; (j) use any software provided hereunder or Software or Services, and its related Documentation, with the purpose of building a competing product or service (k) bypass any measures used to prevent or restrict access to the Software(or other accounts, computer systems, infrastructure services or networks connected to the Services); (l) sell, resell, license, sublicense, distribute or make available the software, Services or Response Data provided under the Services except as expressly authorized hereunder; (m) disclose the Services, any related software and any technical or performance information about them in violation to or in a manner not permitted under these Terms and Conditions; or (n) introduce into any software or Services any software, virus, worm, "back door," Trojan horse or similarly harmful code.

- ii. The license granted herein is not sublicensable by the Establishments except to the Third- Party Compatible Partner pursuant to the terms of this Clause 2 and other terms of the Terms and Conditions and subject to the Flow Down Term and Conditions and the Establishment shall not permit further sublicense of such license. The Establishment is responsible for all of Guest(s) activities and Third-Party Compatible Partner's activities in connection with the Collaboration, Terms and Conditions or otherwise, including but not limited to exclusively uploading Guest(s) Data and processing Guest(s) Data onto the DBLC Platform. The Establishment (i) shall Collaborate and perform its obligations under the Terms and Conditions in compliance with all the Applicable Law and (ii) shall not knowingly use the Software or DBLC's services in a manner that violates any third-party intellectual property, contractual or other proprietary rights.
- iii. The Establishment agrees and shall ensure that the Third- Party Compatible Partner shall agree to use the DBLC API/ SDK, only for the purposes set out in these Terms and Conditions and in accordance with the restrictions set forth in these Terms and Conditions.
- iv. The Establishment acknowledges and agrees that the breach of this Clause 2 shall be considered a material breach and DBLC shall (in addition to any other rights under the law for the time being in force) have the right to terminate these Terms and Conditions and/or deauthorize the Establishment and Third- Party Compatible



Partner from using the Software with no remaining rights or benefits under these Terms and Conditions.

- 2.5 **Authorized users of the Establishments:** Only authorized users of the Establishment may access the DBLC API/ SDK. The user must keep its login credentials confidential and not share them with anyone else. The Establishment is solely responsible and liable for the compliance of the user and Third- Party Compatible Partner engaged by the Establishment for these Terms and Conditions and any actions taken through respective accounts for and in relation to the Collaboration, these Terms and Conditions or otherwise including its authorized users. The Establishment shall promptly notify DBLC if it becomes aware of any compromise of any of the users' login credentials.
- 2.6 **Non-Exclusivity:** DBLC reserves the right to provide license and access to the Biometric Software, DBLC's System, DBLC Platform at its sole discretion.
- 2.7 **Feedback:** The Establishment and Third- Party Compatible Partner may (but is not obligated to) provide suggestions, comments or other feedback to DBLC with respect to the Software ("Feedback"). Notwithstanding anything to the contrary in these Terms and Conditions, Feedback shall not bind DBLC and the Software Provider to any confidentiality obligations, even if designated as confidential by any of the Contracting Parties. DBLC acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. DBLC shall have no obligation to implement or use any Feedback. The Establishment agrees that unless otherwise agreed with the DBLC, the Establishment shall in connection with Collaboration, as applicable, provide to the DBLC with a copy of machine-readable source code for any solution developed for DBLC which shall be considered as DBLC Material. The Establishment shall and shall ensure that the Third- Party Compatible Partner, hereby, grant to DBLC and the Software Provider a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid- up license to use and incorporate any Feedback provided by any of the Establishment (or Third- Party Compatible Partner) and related to the Software in any manner whatsoever.
- 2.8 **Onboarding of Establishment:**
- i. Upon acceptance of the Terms and Conditions, the Parties agree that the Establishment shall be on-boarded by DBLC to receive access to the DBLC System in accordance with the technical documentation attached as Schedule B to the



Terms and Conditions. Accordingly, the obligations of the Parties for the above, are respectively described in Schedule B of the Terms and Conditions.

- ii. The Establishment shall ensure that the Third- Party Compatible Partner and/or any party engaged by the Establishment for and in relation to (or pursuant to) the Collaboration and obligations of the Parties complies with and is bound by all of the representations, covenants, terms and conditions of these Terms and Conditions and that any non- compliance or breach of the terms and conditions contained herein by any third party (acting on behalf of the Establishment) shall be the sole responsibility of the Establishment and the Establishment shall be solely liable for the same.
- iii. The Establishment agrees that pursuant to Clause 2.2 of the Terms and Conditions, Establishment shall require the respective Third- Party Compatible Partner, to be bound by 'a written agreement with the Third- Party Compatible Partner Terms and Conditions between Third- Party Compatible Partner and the Establishment (the **"Third- Party Compatible Partner Terms and Conditions"**) that will contain, besides the terms specified in the Terms and Conditions, by the Establishment to cover the commercial relationship from the Establishment and Third- Party Compatible Partner perspective, mandatory terms related to the licensing of the Software and any services as included herein, with respect to the Software, DBLC Data, DBLC Systems, services and related software, responsibilities, obligations of the Parties including the Flow Down Terms as mentioned in Schedule C of the Terms and Conditions. The Establishment shall be responsible and liable for compliance by the Third-Party Compatibility Partner of the Flow Down Terms
- iv. The Establishment acknowledges agrees and understands, and shall require the Third- Party Compatible Partner to acknowledge, agree and understand the following:
 - i. DBLC provides no warranty and/ or guarantee whatsoever, whether express or implied, regarding the Establishment's System, its intended use and the Collaboration between the Parties.
 - ii. The Establishment and the Third- Party Compatible Partner hereby agrees to release, waive, defend, indemnify, hold harmless and discharge DBLC from any and all liability, claims, actions, demands, expenses and/or other causes of action whatsoever related to any loss or damages arising out of the



Establishment's System, DBLC's System and the Collaboration between the Parties. DBLC is not, and shall not be, a party to or involved in any actual transaction, arrangement, or engagement between the Establishment and any Third- Party Compatible Partner, and Establishment shall defend, indemnify and hold DBLC harmless from any claims arising from such arrangements regardless of whether either party expresses an intention to include DBLC in such arrangement. DBLC does not endorse, guarantee, or assume any responsibility for the performance, obligations, or conduct of either the Establishment or the Third- Party Compatible Partner. By entering into any such arrangement, the Establishment expressly acknowledges and agrees that DBLC shall have no liability whatsoever arising from or related to such transactions. The Establishment hereby releases and discharges DBLC, its affiliates, officers, employees, and representatives from any and all claims, demands, liabilities, or damages arising out of or in connection with any engagement or transaction between the Establishment and a Third- Party Compatible Partner.

- iii. For the purposes of clarity, DBLC shall not be responsible for any agreement between Establishment and the Guest(s) and matters relating to Booking, reservations etc. These Terms and Conditions pertains solely to the Collaboration between the Parties and shall not have any effect on the Tourism Dirham portal workflows including but not limited to check- in, check out, cancellation, tourism dirham financial settlement or fee structure. The same



shall continue to be governed by the law for the time being in force and the guidelines and directions of DBLC separately.

3. **TERM**

3.1 The applicability of the Terms and Conditions shall commence from the Commencement Date and shall continue until its terminated by either Party in accordance with Clause 13.

4. **DBLC'S OBLIGATIONS**

4.1 Subject to the Establishment providing the necessary Establishment's Materials and adhering to the terms and conditions of these Terms and Conditions, DBLC will provide to the Establishment:

- i. DBLC API/ SDK, solely for the purposes of the Collaboration between the Parties;
- ii. Right to API/SDK Integration and API/SDK Implementation with DBLC API/SDK, subject to the terms of these Terms and Conditions.
- iii. DBLC shall provide the Establishment with documentation specifying required data structures, technical specifications, DBLC shall not be responsible for system-



specific configurations or adjustments within the Establishment's internal infrastructure.

- iv. DBLC retains the right, at all times, to:
 - i. DBLC examine the content, appearance, design, functionality and all other aspects of the DBLC's System;
 - ii. re-design, modify, remove and alter the content, appearance, design, functionality and all other aspects of the DBLC's System; and
 - iii. make new features, functionality, applications or tools available in respect of the DBLC's System, whose use may be subject to the Establishment's acceptance of further terms and conditions (as applicable).

5. ESTABLISHMENT'S OBLIGATIONS

5.1 The Establishment shall and ensure that the Third- Party Compatible Partner shall:

- i. provide DBLC with, in a timely manner:
 - i. the Establishment's Materials;
 - ii. perform the obligations in accordance with Good Industry Practice;
 - iii. all necessary cooperation in relation to these Terms and Conditions; and
 - iv. all necessary access to such information as may be reasonably required by DBLC in order to provide access to the Software and the DBLC's System.
 - v. Ensure that the Link to the Guest(s) for the purpose of availing the Services is sent to the Guest(s);
 - vi. Integrate with the DBLC Systems through API/ SDK or any other manner either by itself or through Third- Party Compatible Partner.
 - vii. comply fully with the reasonable instructions of DBLC in relation to the Software, DBLC System, Services or related to any matter, the subject of or contemplated by these Terms and Conditions along with all information security requirements set out in Schedule A of these Terms and Conditions;



- viii. comply fully with the reconciliation and cooperate fully with DBLC, using best efforts, to rectify any failure or malfunction in the DBLC System, and/or API/SDK Integration.
- ix. ensure that it immediately addresses any issues with the API/SDK Integration, with time being of the essence, so as to ensure seamless integration with DBLC System and further the Establishment acknowledges and agrees that DBLC is not responsible or liable for any issues that may occur with the API/SDK Integration and Implementation whatsoever;
- x. provide DBLC and its employees, representatives and/or subcontractors with access to the Establishment's premises and/or systems as required for the purposes of these Terms and Conditions including, without limitation, to ensure that the API/SDK Integration is functioning as necessary in order to fulfil the objectives of these Terms and Conditions;
- xi. provide Guest(s) with the Guest(s) Services, in accordance with Good Industry Practice;
- xii. provide DBLC with DBLCails of any Guest(s) complaints and disputes for and in relation to the Collaboration and the Platform, and the steps taken to resolve those complaints and disputes;
- xiii. comply fully with all instructions of DBLC in relation to the access to DBLC's System and in relation to the Collaboration between the Parties.
- xiv. Have in place system to validate and authenticate the identities of their worldwide Guest(s) at the Establishment;
- xv. Any other obligation(s) as provided in Schedule B to the Terms and Conditions.

5.2 The Establishment grants to DBLC, its employees, agents and invitees an irrevocable right of ingress and egress to and from any areas in the control of the Establishment as may reasonably be required by DBLC for the purpose of inspecting to ensure compliance with the terms of these Terms and Conditions. DBLC shall have the right to conduct announced or unannounced audits of the Establishment's and Third- Party Compatible Partner's systems, records, and processes related to these Terms and Conditions. The Establishment shall provide DBLC with full access and cooperation, including access to personnel, systems, and documentation, as reasonably requested by DBLC. The Establishment shall bear all



costs associated with such audits if any material non-compliance is identified. DBLC may require immediate remediation of any deficiencies identified during an audit, and failure to remediate within the timeframe specified by DBLC shall constitute a material breach of these Terms and Conditions.

- 5.3 In case the Establishment is integrating with the DBLC's Systems through Third- Party Compatible Partner, the Establishment shall inform DBLC (in advance) in case of removal or re-appointment of another Third- Party Compatible Partner.
- 5.4 Any use by the DBLC's Marks in any advertising or promotional material in connection with these Terms and Conditions and Collaboration thereof shall be subject to DBLC's prior written consent.
- 5.5 The Establishment is solely responsible for:
- i. securing and backing up all the Establishment's Materials;
 - ii. all of the costs of running its own offices, including all staff costs and overheads thereof; and
 - iii. providing the Guest(s) Services and ensuring that Guest(s) complaints or requests are not directed towards DBLC.
 - iv. Integration and Implementation of Establishment's System with DBLC' s System;
- 5.6 **The Establishment must, at all times strictly comply with** all Applicable Laws;
- 5.7 The Establishment will permit DBLC, during Business Hours, to inspect, make copies of and audit all and any of the Establishment's books of account, banking records, receipts, systems, facilities, and any other document or item on which information is recorded which relates to any matter the subject of or contemplated by these Terms and Conditions, API usage, including logs related to profile verification and data handling, to ensure everything is being used in line with agreed standards including the Establishment's compliance with the Applicable Law and Data Protection Laws. Establishment shall cooperate fully with such audits and bear all reasonable costs associated with such audits.
- 5.8 The Establishment shall ensure that the Third- Party Compatible Partner, if any engaged by the Establishment has passed, and is at all times compliant with the 'System Compatibility



Testing' for compatibility with DBLC Systems and at all times comply with the requirements provided in Schedule B of the Terms and Conditions or as modified by DBLC from time to time.

5.9 **The Establishment shall ensure that the API/SDK Integration and Implementation meets the following minimum requirements** provided in Schedule B of the Terms and Conditions.

5.10 The Establishment shall at all times comply with and ensure compliance by the Third- Party Compatible Partner of the terms of the Terms and Conditions including the Flow Down Terms.

5.11 The Establishment represents, warrants and undertakes to DBLC that:

- i. it shall not use the DBLC System, DBLC API/ SDK, Software for any other purpose except to perform its obligations under these Terms and Conditions and the Authorised Purpose;
- ii. it has been duly incorporated or established and is validly existing under the laws of the jurisdiction of its incorporation or establishment and has the relevant constitutional and other approvals to perform its obligations in accordance with the terms of these Terms and Conditions;
- iii. these Terms and Conditions has been duly authorised and upon execution will constitute a valid and legally binding agreement enforceable against it in accordance with its terms;
- iv. it is not aware of any insolvency or winding-up orders made against it, nor of any threatened or pending insolvency or winding-up proceedings instituted against it and there is no action, suit or proceeding or official investigation before or by any relevant authorities, arbitral tribunal or other body pending or, threatened against or affecting it or any of its properties, rights or assets, which could reasonably be expected to result in a materially adverse effect on its ability to perform its



obligations in these Terms and Conditions or on the validity or enforceability of these Terms and Conditions;

- v. it is not bound by any agreement with any third party which is inconsistent with or may adversely affect its ability to carry out its obligations in these Terms and Conditions;
- vi. none of the information furnished by it to DBLC, including in connection to itself, its personnel and as contained in these Terms and Conditions, contains any untrue or inaccurate information or omits to state any fact the omission of which makes any such information to be misleading, and it is not aware of any material facts or circumstances that have not been disclosed to DBLC which might, if disclosed, adversely affect the decision of DBLC to enter into these Terms and Conditions;
- vii. it possesses, all requisite certificates, licences and authorisations for the performance of its obligations under these Terms and Conditions which includes compliance with all authorisations and permits;
- viii. it will keep itself and will ensure that its personnel, agents and subcontractors will keep themselves acquainted with and comply fully at all times with the Rules and Regulations;
- ix. it will comply with and discharge all reasonable instructions received from DBLC in relation to the carrying out of its obligations;
- x. it will not Misuse, abuse or otherwise do any unauthorised act with respect to Software, the DBLC System and/or materials, equipment or Confidential Information belonging to DBLC or its Affiliates and shall only use the DBLC System and/or materials, equipment and such Confidential Information for the purposes of these Terms and Conditions and in accordance with the conditions, restrictions and/or instructions imposed by DBLC;
- xi. it recognizes the goodwill attached to DBLC's and any Affiliate's name and will not knowingly or negligently take or do any action or permit or suffer any action that would be DBLCriminal to the goodwill associated with the DBLC System and DBLC's and/or any Affiliate's name or create unfavourable publicity or bring



- disrepute to DBLC and/or any Affiliate. It undertakes to fully protect the goodwill, reputation and image of DBLC and its Affiliates;
- xii. it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the DBLC System and, in the event of any such unauthorised access or use, will promptly notify DBLC;
 - xiii. it (including Establishment API/ SDK) will not infringe on the Intellectual Property Rights of any third party;
 - xiv. it owns all Intellectual Property Rights in its trademarks or logos, and shall ensure that the Third- Party Compatible Partner owns the Intellectual Property Rights in its trademarks or logo;
 - xv. The Establishment API/ SDK, Establishment System shall in all circumstances be fit for purpose, in brand new condition, free of Defect and Malicious Codes, and meet the standards of Good Industry Practice;
 - xvi. it shall ensure, in its processing of Guest(s) Data and any other personal data in connection with these Terms and Conditions, that the Privacy Policy is adhered to at all times; and
 - xvii. it has sufficient technical security measures in place to protect the Guest(s) Data against any potential security incident and/or security breach, which shall include access controls on information systems (for instance, access rights policies, authorisation procedures, authentication credentials and procedures) and data management controls (for instance, data encryption, data transfer, transport and transmission control, software patching, backup, retention and recovery procedures).
 - xviii. The Establishment's Material and Establishment's System shall be in accordance with the specifications and Guest(s) journey set forth in the Terms and Conditions (Schedule B), and shall in all circumstances be fit for purpose, in brand new condition, free of Defect and Malicious Codes, and meet the standards of Good Industry Practice;
 - xix. The Establishment shall ensure the Establishment's Materials, Establishment's System shall be subject to the standard and third- party warranties and will not



- include open- source software or other software whose source code is freely available in the public domain, without DBLC's express prior written consent;
- xx. it shall carry out a security assessment annually, in line with Good Industry Practice at regular intervals during the Term and it shall notify DBLC immediately of any actual or suspected security incident, security infringement, security violation or security breach in connection with the Terms and Conditions;
- xxi. in the event of a Disaster affecting the Establishment, the Establishment confirms that it has in place, and shall activate and implement, its Business Continuity Plan tools and processes so that potential disruption to continuity of delivery of the services to DBLC (by Establishment and/or Third- Party Compatible Partner) is minimised and DBLC must be informed immediately of what has happened and what is being done to manage the continuity of the activities under the Collaboration;
- xxii. all hardware, software, documents and materials furnished to the Establishment by DBLC or specifically purchased by the Establishment with funds wholly provided or reimbursed by DBLC shall be regarded as DBLC's Material, shall remain the property of DBLC and shall be so marked by the Establishment and Third- Party Compatible Partner; and
- xxiii. it will ensure that the Establishment's personnel sign and submit to DBLC any assignment of Intellectual Property Rights forms as required by DBLC in relation to any work undertaken by the Establishment's personnel during the Term.
- xxiv. The Establishment acknowledges and agrees that it has no property, ownership, interest or estate of any nature in the DBLC Material, DBLC System and/or API Integration other than the Establishment's Materials, this includes (without limitation) any Intellectual Property Rights, and further acknowledges and agrees that all such Intellectual Property Rights vest fully in DBLC and/or DBLC's Affiliates whether at the Commencement Date or at any other date in the future, except in relation to the Establishment's Materials. The Establishment acknowledges and agrees that DBLC does not, under these Terms and Conditions, acquire any Intellectual Property Rights in the Establishment's Materials. All intellectual property rights in and to the DBLC Material, DBLC System, DBLC Data, and any modifications, enhancements, or derivative works created in connection with these Terms and Conditions shall vest exclusively in DBLC. The Establishment hereby assign and shall ensure that its Third- Party Compatible Partner shall assign to



DBLC all such rights and shall execute any documents necessary to effectuate such assignment for and in relation to the works qualifying to be “works made for hire” mentioned hereunder.. The Establishment and its Third- Party Compatible Partner shall not claim any ownership or rights in any DBLC Material, and any modifications, enhancements, or derivative works created during the integration or operation of the DBLC System shall be deemed “works made for hire” for DBLC. The Establishment shall ensure that all personnel, contractors, and agents involved in the integration execute written assignments of Intellectual Property Rights in favour of DBLC as a condition of their engagement.

6. FEES AND PAYMENT

In consideration of the Software Provider providing the Software through DBLC for the purposes of Collaboration between the Parties, the Establishment shall pay the Software fees, operational fees and any other associated charges or fees as applicable (the “Fees”) in accordance with the payment mechanism provided by DBLC. DBLC shall not in any case be liable for payment of any monies under any head whatsoever for the provisioning of the Software to the Establishment. Without prejudice to any other remedy that DBLC may have under the law, failure to make payment of Fees by the Establishment shall lead to termination of these Terms and Conditions for material breach and Collaboration between the Parties along with immediate termination of access to DBLC Systems by the Establishment and Third- Party Compatible Partner.

7. PERFORMANCE AND SERVICE STANDARDS

- 7.1 The Establishment shall ensure that all of its employees, representatives or agents who deal with DBLC’s System or are involved in the subject matter of these Terms and Conditions are familiar with, and can demonstrate knowledge of, the Rules and Regulations and the Applicable Laws. Failure to comply with the requirements of this clause will be a material breach of these Terms and Conditions.
- 7.2 The Establishment shall at all times provide Services to the Guest(s) in accordance with the service commitment levels as informed by DBLC from time to time.
- 7.3 The Establishment acknowledges and agrees that:
- (a) if processing any Onboarding Session within the System via the API/SDK Implementation, ensure that the Establishment’s account contains the necessary functionality to collect the Guest(s) Data as per the terms of these Terms and



Conditions and requirements under the Rules and Regulations, and must ensure that such Guest(s) Data is automatically sent to DBLC and/or any Affiliate via the API Implementation as per the instructions of DBLC.

- (b) the System may be unavailable from time to time for scheduled maintenance and the Establishment acknowledges and agrees that DBLC and its Affiliates shall not be held liable for any issues in or unavailability of the System;
- (c) DBLC shall not be in breach of these Terms and Conditions to the extent that DBLC is not able to meet its obligations under these Terms and Conditions due to the acts or omissions of a third party connected to the obligations of DBLC under the Terms and Conditions;
- (d) DBLC shall be entitled to suspend provision of the DBLC System (or part thereof) if such suspension is, in DBLC's sole discretion, necessary to ensure compliance with any Applicable Laws, or where the System may be infringing the rights of any third party or any for any other reason in the sole discretion of DBLC.

8. DATA PROTECTION

8.1 In this Clause 8:

Complaint means a complaint or request relating to either party's obligations under Data Protection Laws relevant to these Terms and Conditions and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority relating to the foregoing (and Complainant means the Supervisory Authority, Data Subject or other person initiating or conducting a Complaint).

Disclosing Party means the Establishment, the Party sharing Personal Data pursuant to these Terms and Conditions.

Data Controller or Controller shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which DBLC determines the purposes and means of the Processing of Personal Data.

Data Protection Laws means all applicable data protection and privacy laws in force from time to time relating to the Processing of Personal Data, including without limitation: (i) the UAE Federal Law No. 45 of 2021 on the Protection of Personal Data, UAE Federal Law No.



15 of 2020 on Consumer Protection, (ii) in the United Kingdom, the Data Protection Act 2018; the UK GDPR; the Data (Use and Access) Act 2025, the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) (as amended); (iii) in the European Union, the General Data Protection Regulation ((EU) 2016/679) ('GDPR'), the Privacy and Electronic Communications Directive 2002/58/EC (as amended), together with any applicable national implementing laws, regulations and secondary laws; and (iv) in Switzerland, the Swiss Federal Data Protection Act of 25 September 2020 including its implementing ordinances (Bundesgesetz über den Datenschutz) ('FADP'); in each case as amended, superseded and replaced from time to time and together with the guidance and codes of practice issued by any relevant Supervisory Authority and applicable to a party.

Data Subject shall be as defined by the applicable Data Protection Laws. Where not defined it means the individual to whom Personal Data relates.

Permitted Purposes means the permitted purposes as set out in DBLCail in *Schedule E (Data Sharing Information)* of these Terms and Conditions.

Personal Data shall be as defined by the applicable Data Protection Laws. Where not defined it means any information which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws.

Personal Data Breach shall be as defined by the applicable Data Protection Laws. Where not defined it means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. This includes breaches that are the result of both accidental and deliberate causes.

Processing shall be as defined by the applicable Data Protection Laws. Where not defined it means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organisation, storage,



adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction.

Receiving Party means DBLC, the Party receiving Personal Data pursuant to these Terms and Conditions.

Shared Personal Data means Personal Data received by the Receiving Party from or on behalf of the Disclosing Party, or otherwise made available by the Disclosing Party for the Permitted Purposes.

Supervisory Authority means any regulator, authority or body responsible for administering Data Protection Laws.

8.2 For the avoidance of any doubt each Party shall be a Controller of (i) the Shared Personal Data which will be shared and managed in accordance with the terms of these Terms and Conditions and (ii) any other Personal Data it may Process pursuant to these Terms and Conditions.

8.3 Compliance with National Data Protection Laws

(a) Each Party shall comply with all applicable requirements of the Data Protection Laws in the performance of its respective rights and obligations under these Terms and Conditions. These Terms and Conditions are in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

(b) If any Shared Personal Data originates from any country with one or more laws imposing data transfer restrictions or prohibitions on transfers of such data (including any data localisation requirements), Data Partner shall ensure an appropriate transfer mechanism (satisfying the country's data transfer requirement(s)) is in place, before transferring or accessing such Shared Personal Data outside of such country and compliance with any related requirements.



8.4 Lawful, Fair and Transparent Processing

- (a) Each Party will ensure that it has a legal basis under Data Protection Laws on which to process Shared Personal Data.
- (b) To the extent required by Data Protection Laws, each Party undertakes to inform Data Subjects of the purposes for which it will process their Personal Data, the legal basis for such Processing purposes and any other information which needs to be provided in order to comply with the transparency obligations under Data Protection Laws.

8.5 Data Quality

- (a) Disclosing Party will ensure that the Shared Personal Data are accurate prior to sharing such data with Receiving Party.
- (b) Disclosing Party will notify Receiving Party without undue delay in the event it transpires that any of the Shared Personal Data are not accurate and, where possible, will provide such additional information as may be necessary to rectify the Shared Personal Data.

8.6 Data Subject Requests, Personal Data Breach and Complaints

- (a) The Parties each agree to provide such assistance to one another as is reasonably required to enable the other Party to comply with requests from Data Subjects to exercise their rights under Data Protection Laws within the time limits imposed by Data Protection Laws.
- (b) If a party (“Compromised Party”) suffers a Personal Data Breach affecting Shared Personal Data received from the party (“Non-Compromised Party”), it will notify the Non-Compromised Party without undue delay after becoming aware of the Personal Data Breach.
- (c) For the avoidance of doubt, the Compromised Party will be solely responsible for complying with its obligations under Data Protection Laws in respect of such



personal data breach, including, if applicable, reporting the breach to the appropriate Supervisory Authority and / or notifying affected Data Subjects.

- (d) Subject to the remainder of these Terms and Conditions, as between the Parties, responsibility for compliance with and responding to:
- (e) each Party's respective obligations in respect of any Personal Data Breach (including notification of the Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Compromised Party (or any third party with whom it has shared such data) falls on the Compromised Party; and
- (f) each Party's respective obligations in respect of any other obligation under the Data Protection Laws (including any obligation to notify the Supervisory Authority and/or Data Subject(s) of any other Personal Data Breach) falls on each Party subject to such obligation(s).

8.7 Each Party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each Party with their respective compliance with the Data Protection Laws and in relation to all Complaints and Data Subject Requests.

8.8 Technical and Organisation Measures

- (a) Disclosing Party shall only provide Shared Personal Data to Receiving Party by using industry standard secure methods.
- (b) The Parties shall at all times implement and maintain throughout the Term appropriate technical and organisational security measures to ensure the protection of the rights of Data Subjects under Data Protection Laws and as otherwise required to meet the requirements of both parties under the Data Protection Laws to:
 - i. prevent:
 - a. unauthorised or unlawful processing of Shared Personal Data; and
 - b. the accidental loss or destruction of, or damage to, Shared Personal Data
 - ii. ensure a level of security appropriate to:



- a. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - b. the nature of the Shared Personal Data to be protected.
- (c) The parties will keep security measures under review and will carry out such Updates as they agree are appropriate throughout the Term.
- (d) Without prejudice to the foregoing, the Parties have implemented the technical and organisational security measures.

8.9 Miscellaneous

- (a) If during the Term, the Data Protection Laws change in a way that the Terms and Conditions are no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree to negotiate in good faith to review the Terms and Conditions in the light of the new legislation.
- (b) If there are any changes or updates to the main representatives or authorised representatives of either Party, such Party shall duly notify the other Party in writing.
- (c) Except as expressly stated in these Terms and Conditions, each Party shall pay its own costs and expenses incurred in connection with the performance of these Terms and Conditions.

8.10 Resolution of Disputes with Data Subjects or The Supervisory Authority

- (a) In the event of a dispute or claim brought by a data subject or Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by



telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Establishment agree that DBLC or its respective providers, as applicable, owns all right, title, and interest in and to the Software, DBLC Material, DBLC System, DBLC Data including all Updates, Documentation, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by DBLC or Software through DBLC for the purposes of these Terms and Conditions, including any copies and derivative works of the foregoing. Except as expressly set forth herein, DBLC alone (and its licensors, where applicable) will retain all intellectual property rights relating to the DBLC System, Software, DBLC Data, DBLC Platform (including its obligations thereto) or the related software, as well as any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the Establishment, Third- Party Compatible Partner and or any other party relating to the Service and/or the related software, which are hereby assigned to DBLC. The Establishment will not, and will not permit any third party to, copy, distribute, reproduce or use any of the foregoing except as expressly permitted under these Terms and Conditions.
- 9.2 For the avoidance of doubt, these Terms and Conditions are not a sale, but only a right to use under the conditions hereto and does not convey any rights of ownership in or related to the Software, DBLC System DBLC Data and/or DBLC Platform technology (including DBLC Platform), including all Updates, Documentation, products, works and the intellectual property rights in such, which are owned by DBLC, its licensors, Software Provider. Software Provider's name and logo as well as its product names associated with the Software are trademarks of the Software Provider, and no right or license is granted to use them except as otherwise specified in these Terms and Conditions.
- 9.3 The Establishment acknowledges and agrees that it has no property, ownership, interest or estate of any nature in the DBLC's System other than the Establishment's Materials (which are notified by the Establishment to DBLC), this includes any Intellectual Property Rights, and further acknowledges and agrees that all such Intellectual Property Rights vest fully in



DBLC and/or DBLC's Affiliates whether at the Commencement Date or at any other date in the future, except in relation to the Establishment's Materials.

- 9.4 The Parties acknowledge and agree that DBLC does not, under these Terms and Conditions, acquire any Intellectual Property Rights in the Establishment's Materials (which are notified by the Establishment to DBLC).
- 9.5 The Establishment hereby agrees that any modification, enhancement, or upgrade to the DBLC's System developed under the direction of DBLC or using DBLC's resources, including by the Establishments personnel, contractors, service providers, representatives, shall be the exclusive ownership of DBLC and shall be considered DBLC Material. The Establishment shall be responsible for executing any documents necessary to perfect DBLC's ownership rights.
- 9.6 For avoidance of doubt, each party retains respectively all rights, titles, and interests with respect to DBLC Data and Establishment Data and its respective API, SDKs (as applicable) including all Intellectual Property Rights embodied therein. A party may not remove or modify any proprietary marking or restrictive legends in the API, SDK, the technical documentation, or the Data of the other party. DBLC reserves all rights not expressly granted in this agreement.
- 9.7 For the avoidance of doubt, DBLC shall be entitled to fully and without restriction (except where imposed by third party) to use, modify, enhance, upgrade, adapt, copy, distribute, assign and transfer the DBLC Data, DBLC Systems (excluding Establishment's Material and Establishment's System) as well as the rights to the Software (excluding Establishment's Material) and DBLC System.
- 9.8 For the avoidance of doubt, this clause shall remain in full force and effect notwithstanding any termination or expiry of these Terms and Conditions.
- 9.9 The Establishment grants DBLC a perpetual, non-exclusive, worldwide, royalty-free, irrevocable licence to use, reproduce, perform, display, distribute, adapt, modify, and reformat the Establishment's Intellectual Property Rights (and obtain the same right for DBLC from the Third- Party Compatible Partner), included in and/or integrating with DBLC's System, for the purposes of DBLC exercising its rights and carrying out its



obligations under these Terms and Conditions and advertising and promoting the DBLC's System. The Establishment grants DBLC the right to sublicense the foregoing rights.

9.10 DBLC grants or, where the relevant Intellectual Property Rights are owned by one of its Affiliates, procure that such Affiliate grants the Establishment for the duration of the Term a non-exclusive, worldwide, royalty-free, revocable limited licence to use DBLC's Marks for the purposes of the Establishment advertising and promoting the Collaboration in accordance with these Terms and Conditions. Any such use of DBLC's Marks and DBLC's Intellectual Property shall require DBLC's prior written approval.

9.11 If DBLC provides any advertising, promotional or other material to the Establishment which contains or displays any of DBLC's Intellectual Property Rights, then the Establishment (including the Third- Party Compatible Partner) must only use such Intellectual Property Rights in accordance with the licence set out in Clause 9.10 and the Establishment must not:

- (a) alter, modify, change or edit such Intellectual Property Rights;
- (b) use the Intellectual Property Rights in a way that is, in DBLC's reasonable opinion, likely to denigrate or adversely affect the Intellectual Property Rights, DBLC and/or any of DBLC's Affiliates; or
- (c) use the Intellectual Property Rights in connection with any activities other than as contemplated under these Terms and Conditions.

9.12 **DBLC Data, Guest(s) Data & DBLC Systems.**

- (a) DBLC shall retain all right, title and interest in and to the DBLC Data, DBLC Material (subject to any limitations and restrictions provided by Applicable Law) and DBLC's Systems, and in no event, shall the Establishment have access to, or use, the DBLC Data or DBLC Material and DBLC Systems, except as expressly provided by the DBLC as per the terms and conditions herein.
- (b) The Establishment acknowledges and agrees that Guest(s) Data shall be solely hosted in the DBLC's servers and the Establishment's servers.
- (c) The Establishment shall and shall ensure that the Third- Party Compatible Partner establish information security control measures to prevent the unauthorized access to DBLC Data, DBLC Systems, DBLC Platform, Software or Guest(s) Data



or the unauthorized use of the service and/ or obligations of DBLC under the Terms and Conditions.

9.13 The Parties acknowledge and agree that any raw data- personal and specific to a Guest(s) is owned by such Guest(s).

10. ONBOARDING SESSION

10.1 Unless otherwise agreed by DBLC in writing, the Establishment shall carry out a reconciliation of the Onboarding Session(s) and the final settlement report shall be prepared and extracted by DBLC. The Parties acknowledge and agree that the reports prepared, extracted by DBLC are correct and final unless the Parties mutually agree otherwise in writing;

10.2 GUEST(S) SUPPORT

- (a) The Establishment will, amongst other aspects, be solely responsible and liable for:
- i. processing any Guest(s) requests;
 - ii. dealing with any Booking, cancellation of the Booking by the Guest(s); and
 - iii. resolving any disputes with the Guest(s)s.

11. FORCE MAJEURE

11.1 Neither Party will be in breach of its obligations under these Terms and Conditions if it is unable to perform or fulfil its obligations hereunder as a result of the occurrence of a Force Majeure Event. A "Force Majeure Event" shall mean any event or condition beyond the reasonable control of the affected Party, which arises after the date of full execution of



these Terms and Conditions and prevents its proper performance (but not arising as a result of its own fault or negligence). A Force Majeure Event includes:

- (a) war, revolution, riot or terrorism;
- (b) radiation or contamination by radioactivity from any nuclear waste or any other hazardous properties or chemicals;
- (c) interruption or failure of utility service including but not limited to electricity, gas or water;
- (d) natural catastrophe including but not limited to earthquakes, floods, fire, tsunamis, adverse weather or other serious epidemics;
- (e) criminal damage, sabotage, strike, lock out or other industrial disturbances; or
- (f) material adverse governmental action or decision of any nature whatsoever which materially and adversely affects the legal position of a Party to continue with its obligations under these Terms and Conditions,

but, for the avoidance of doubt, shall exclude circumstances arising from economic downturn or inability to make payment.

11.2 If any Force Majeure Event occurs which renders a Party unable to perform or complete its obligations under these Terms and Conditions, the Party so affected shall immediately notify the other in writing of the occurrence of any Force Majeure Event applicable to its obligations under these Terms and Conditions giving full details thereof and measures being taken by the Party so affected to reduce the impact of such event.

11.3 Provided that a notice under Clause 11.2 has been issued and provided further that both Parties agree that a Force Majeure Event has occurred, the Party affected by the Force Majeure Event shall not be liable for any delay in performing its obligation under these Terms and Conditions to the extent that such delay has been caused by one or more of the Force Majeure Events and the time for completion of any obligation under these Terms and Conditions shall be extended by the amount of the delay caused by such Force Majeure Event. If the Parties do not agree as to the duration of the delay, the dispute shall be dealt with pursuant to Clause 27.

11.4 If a Force Majeure Event has occurred and either Party reasonably considers such Force Majeure Event applicable to it to be of such severity or to be continuing for a period of more



than three (3) continuous months then DBLC shall have the right to terminate these Terms and Conditions upon written notice to the Establishment. If either Party does not agree that a Force Majeure Event has occurred then the dispute shall be dealt with pursuant to Clause 27.

- 11.5 If these Terms and Conditions are terminated pursuant to Clause 14.2, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claim against the other save and except for obligations which have already accrued, for any antecedent breach and any provision of these Terms and Conditions which is expressly or by implication intended to come into force or continue in force on or after termination.

12. **CONFIDENTIALITY**

- 12.1 Each Party undertakes to treat as confidential all Confidential Information relating to the other Party and their Affiliates. Confidential Information means any data, information or document in whatever form or format belonging to, in the possession of, under the control of, in the knowledge of, or howsoever related to a Party and its Affiliates (Disclosing Party), which have been disclosed or made available, directly or indirectly, to the other Party (Receiving Party) in any manner, which are (i) confidential and proprietary in nature, or (ii) which have been designated as confidential by the Disclosing Party, or (iii) the unauthorised disclosure of which would, or would be likely to, prejudice the interests of the Disclosing Party, and this includes all information relating to the System, Software, Intellectual



Property Rights, trade secrets, know-how, data and all discussions, negotiations and subject- matter relating to these Terms and Conditions.

12.2 Except as expressly provided herein, the Receiving Party will:

- (a) not use Confidential Information of the Disclosing Party for any purpose other than the fulfilment of its obligations under these Terms and Conditions;
- (b) not disclose Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party;
- (c) not make any copies of Confidential Information belonging to the Disclosing Party without the Disclosing Party's prior consent;
- (d) not reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Confidential Information other than as allowed by Applicable Law; and
- (e) protect and treat all Confidential Information of the Disclosing Party with the same degree of care as it uses to protect its own Confidential Information of like importance, but in no event with less than reasonable care.

12.3 The Receiving Party may disclose the Confidential Information to its personnel, representatives and subcontractors on a strictly need-to-know basis only and any such Person must enter into a written confidentiality undertaking on terms no less restrictive than those in this Clause 13 prior to any Confidential Information being disclosed to them.

12.4 The Receiving Party undertakes that it shall not, without the prior written consent of the Disclosing Party, permit or authorise the making of any reference to these Terms and Conditions, the System or the Disclosing Party's businesses, operations, marketing and/or other plans. Any request by the Receiving Party to make any such reference shall be made in writing to the Disclosing Party and shall be accompanied by a copy of the proposed reference and DBLCails of the time and medium for advertisement or announcement



together with such other information or documentation as the Disclosing Party may request.

- 12.5 The Receiving Party shall immediately notify the Disclosing Party of any loss or unauthorized disclosure or use of any Confidential Information of the Disclosing Party that comes to its attention.
- 12.6 Without affecting any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges that the Disclosing Party may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Receiving Party hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other similar relief in favour of the Disclosing Party may be an appropriate and necessary remedy for any threatened or actual breach of the terms of this Clause 13.
- 12.7 This Clause 12 shall not apply to any Confidential Information which:
- (a) at the time of its disclosure is in, or subsequently comes into, the public domain except through breach of any of the undertakings set out in these Terms and Conditions;
 - (b) is lawfully received by, is already in the lawful possession of or subsequently comes lawfully into the possession of a Party from a third party who does not owe and is not under any obligation to keep the information confidential;
 - (c) is independently developed by a Party;
 - (d) is required to be disclosed by law, pursuant to legal process or by any governmental or competent regulatory authority, provided that, to the extent permitted by law, the Receiving Party shall immediately notify the Disclosing Party of such requirement and consult and take into account reasonable requests of the



Disclosing Party in relation to the form, timing, content and purpose of the required disclosure.

12.8 This Clause 12 shall remain in full force and effect notwithstanding any termination or expiry of these Terms and Conditions.

13. **TERMINATION**

13.1 The Parties hereby agree that either Party shall be entitled to terminate these Terms and Conditions without cause at any time on giving not less than 30 days' prior written notice of termination to the other Party.

13.2 DBLC shall have the right to terminate the Terms and Conditions immediately in case of non- availability of the Software or alternatives for the Establishments to provide Services under the Terms and Conditions.

13.3 The Establishment and DBLC shall have the right, without prejudice to its other rights or remedies, to terminate these Terms and Conditions immediately by written notice to the other:

- (a) if the other Party is in material breach of any of its obligations in these Terms and Conditions and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven (7) days of receiving written notice requiring it to remedy that breach;
- (b) if the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;
- (c) if, in the case of the Establishment only, or any of its directors, managers, partners, representatives, subcontractors or owners is convicted of any criminal activity, in



particular, relating directly or indirectly to the performance of these Terms and Conditions or any other agreement held with DBLC or any of DBLC's Affiliates; or

- (d) if, in the case of the Establishment only (if such Establishment is a partnership or similar corporate structure involving natural persons), any of the partners dies, has a receiving order made against him or commits any act of bankruptcy.

13.4 Upon termination, the Establishment shall no longer be considered an authorized Establishment and a Party to these Terms and Conditions.

13.5 DBLC shall not be liable to the Establishment for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Establishment resulting from termination of these Terms and Conditions. Under no circumstances shall DBLC be liable to the other Party for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits, revenue or costs of capital) as a result of termination of these Terms and Conditions or otherwise. For the avoidance of doubt, any termination of these Terms and Conditions shall not affect any accrued rights or liabilities of either Party, including without limitation any antecedent breach.

13.6 Upon termination of these Terms and Conditions:

- (a) Upon termination or expiration of these Terms and Conditions, or upon DBLC's written instruction at any time, the Establishment shall promptly cease all access to and use of DBLC Systems, DBLC Data, DBLC Materials, and any Confidential Information relating to DBLC, its Affiliates, these Terms and Conditions, the Collaboration, and/or the DBLC System and all the licenses granted by DBLC to the Establishment under clause 9 shall cease. The Establishment shall, and shall ensure that its Third- Party Compatible Partner and any other recipients of DBLC Confidential Information shall, promptly deliver to DBLC or permanently destroy and erase (to the extent technically practicable) all such information, data, and materials, including all copies thereof, except as required to be retained by Applicable Law or any competent judicial, governmental, supervisory, or regulatory authority.
- (b) **Within ten (10) business days of termination or instruction, the Establishment shall provide DBLC with a certificate of destruction (in a DBLC-approved format or issued by a DBLC-approved third-party auditor) confirming full compliance**



with this clause. DBLC shall have the right to audit the Establishment's and any Third- Party Compatible Partner's systems to verify compliance.

(c) neither Party will in any way exhibit any links or display any information or make any representation that would lead any Person to believe that the Parties are linked, associated or related in any manner, in relation to the DBLC System, Software, DBLC Platform or otherwise; and

(d) the Establishment shall and shall ensure that its, subcontractor and representative and employees erase from their computers, storage devices and storage media that are retained after termination or expiry, all data, Confidential Information and any other item containing DBLC's Intellectual Property Rights.

13.7 Any termination of these Terms and Conditions shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of these Terms and Conditions which is expressly or by implication intended to come into force or continue in force on or after expiry or termination of these Terms and Conditions.

13.8 Upon expiration or earlier termination of these Terms and Conditions, all license granted to Establishments (and Third- Party Compatible Partner) will cease, and the Establishment (and the Third- Party Compatible Partner) must immediately cease using the Software, DBLC System, DBLC Material and the API/ SDK Integration and delete (or, upon request, return) all copies of the Software, DBLC System and DBLC Material. Upon DBLC's request, the Establishments shall provide a certification by a mutually agreed third party auditor certifying after its on-premises verification that the Software (if relevant), and the API/SDK Integration has been un-installed and deleted. The third-party auditor's fees shall be the sole liability of the Establishment and the scope of the audit shall be pre-approved by the DBLC. The Establishment must procure all sublicenses and other contractual arrangements with any Guest(s) arising out of or related to these Terms and Conditions to cease immediately and for all copies of the Software (if relevant), and the API Integration to be removed and deleted.

13.9 At the disclosing Party's request upon expiration or earlier termination of these Terms and Conditions, the receiving Party will delete all of the disclosing Party's Confidential Information. Confidential Information may be retained in the receiving party's standard



backups after deletion but will remain subject to these Terms and Conditions's confidentiality and non-use restrictions.

14. INDEMNITIES:

- 14.1 The Establishment shall defend, indemnify and hold harmless DBLC, its personnel, representatives and its Affiliates (the Indemnified Persons) from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any act, omission or default on the part of the Establishment (including Guest(s), Third- Party Compatible Partners) or its agents, servants, employees, contractors, licensees or invitees in breach of the terms of these Terms and Conditions, the Rules and Regulations, any Applicable Laws or arising directly or indirectly out of the performance by Establishment's obligations under these Terms and Conditions, misuse of DBLC Systems, DBLC's Data, data breaches, or third-party claims related to the Establishment's or Third- Party Compatible Partner's actions . The indemnity in this clause includes any claim which may be brought by any third party against the Establishment in respect of any Misuse or act, omission or default by the Third- Party Compatible Partner or Establishment or any of its employees, representatives, agents and/or subcontractors in (a) performing any of their obligations (including Establishment's Services (or part thereof)), and (b) errors or omissions in DBLCails or information provided to DBLC.
- 14.2 The Establishment shall defend, indemnify and hold harmless the Indemnified Persons from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with:
- (a) the Establishment's Materials or Third- Party Compatible Partner's Materials; or
 - (b) the Establishment or any Third- Party Compatible Partner's use of the DBLC System, Software.
- 14.3 In accordance with the indemnification obligations set forth in Clause 14.10 above, the Establishment shall be responsible and will compensate DBLC from any damages arising



from (i) their use of the Software, DBLC's System in violation of the license set forth in these Terms and Conditions and (ii) any use by of any product or services not licensed by DBLC or Software but used in conjunction with the Collaboration between the Parties, if liability for breach of third party intellectual property rights would have been avoided but for such combination.

15. **AUDIT**

15.1 DBLC or its designated auditor shall have the right to audit or request compliance certificates regarding Establishment's and Third- Party Compatible Partner's compliance with the obligations under these Terms and Conditions. This includes, but is not limited to, the use of Services, data handling practices, and confidentiality safeguards. The Establishment and Third- Party Compatible Partner shall cooperate fully with any such audit and provide access to relevant records, systems, and personnel, use of Services, data handling, and confidentiality.

16. **LIMITATION OF LIABILITY, WARRANTY DISCLAIMER**

16.1 To the extent permitted by Applicable Law, the Establishment acknowledges and agrees that DBLC and its Affiliates shall not be held liable for any claims, damages, liabilities, losses (including any loss of, or damage to any property of, or injury to or death of, any person) and expenses of any kind whatsoever incurred or suffered by any party using or transacting under DBLC System.

16.2 Except as expressly and specifically provided in these Terms and Conditions:

- (a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from these Terms and Conditions; and
- (b) the System is provided to the Establishment (and to Third- Party Compatible Partner, if applicable) on an "as is" basis and DBLC does not provide any guarantee that the provision of the System, will be uninterrupted or error-free or that all errors may be corrected in the manner required by the Establishment and/ or Third- Party Compatible Partner and, therefore, to the extent permitted by Applicable Law DBLC excludes any liability thereunder.

16.3 **Limitation of liability:** Only on an alternative basis, in the event that the liability cannot be excluded by law, the entire and collective liability of DBLC and its Affiliates, distributors,



agents, subcontractors and suppliers, arising out of or related to these Terms and Conditions, Collaboration, DBLC's System, DBLC's Data, the DBLC Platform, its access (including access by Guest(s)s, Third- Party Compatible Partner or any third party, use, contents, support or, or any other cause whatsoever, including without limitation on account of performance or nonperformance of obligations under these Terms and Conditions, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed AED 500 (Five Hundred UAE Dirhams). The limitation of liability under this Clause will be applied to the maximum extent permitted by Applicable Law.

16.4 THE DBLC's SYSTEM, DBLC API/SDK, SOFTWARE, DBLC's DATA, THE PLATFORM, PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY DBLC OR ITS AFFILIATES ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. DBLC (AND ITS AGENTS, AFFILIATES, AND SUPPLIERS) HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND THEREFORE, AND WITHOUT LIMITING THE FOREGOING, DBLC WILL HAVE NO LIABILITY FOR SYSTEM INTEGRATOR'S AND/OR ESTABLISHMENT'S DECISIONS BASED ON ANY RESPONSE DATA DERIVED FROM THE SERVICE, OR ANY OTHER INFORMATION PROVIDED TO SYSTEM INTEGRATOR AND/OR ESTABLISHMENT VIA THE SERVICE OR BY DBLC. DBLC WILL MAKE NO REPRESENTATION OR WARRANTY CONCERNING THE QUALITY, PERFORMANCE OR OTHER CHARACTERISTICS OF THE OBLIGATIONS OF DBLC, DBLC'S SYSTEM, SOFTWARE AND RELATED SOFTWARE, DBLC'S DATA OTHER THAN THOSE WHICH ARE CONSISTENT IN ALL RESPECTS WITH, AND DO NOT EXPAND THE SCOPE OF, THE WARRANTIES IN THE AGREEMENT.

16.5 **Warranty Limitations:** Notwithstanding anything to the contrary in these Terms and Conditions, any explicit warranties provided by DBLC under these Terms and Conditions do not apply, and DBLC shall not be liable, for any breaches of warranty resulting from: (i) errors or misuse by the Establishment's operators; (ii) Establishment's and/ or Guest(s)'s hardware or operating system failures; (iii) the combination of the DBLC Platform with products or services not provided by DBLC; (iv) the combination of the DBLC Platform with products or services not provided by DBLC; (v) Use of any portion of the DBLC Platform in a manner not permitted or contemplated by these Terms and Conditions; (vi) use of an outdated version of the DBLC Platform or failure to install all available updates. Except as



otherwise provided in these Terms and Conditions, DBLC expressly disclaims all representations and warranties (express or implied), obligations and liabilities arising by law or otherwise, including but not limited to any warranty of merchantability, non-infringement, title, or fitness for a particular purpose. DBLC will not be liable for any damages of any kind, including but not limited to damages for lost, inaccurate or incomplete Data, lost profits, lost revenue or costs of procurement of substitute goods or services, however caused and under any theory of liability, including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not the Establishment was or should have been aware or advised of the possibility of such damage and notwithstanding the failure of essential purpose of any limited remedy stated herein.

- 16.6 The Establishment shall make its own independent assessment and rely on its own judgment in reaching any conclusions or decisions with respect to the use or endorsement of the use of the DBLC Platform.
- 16.7 DBLC makes no representation or warranty, express or implied, and shall not be responsible or liable to the Establishment, in respect of:
- (a) the Establishment's access and Use of the DBLC Platform and all its related services, including any security breach arising from the Establishment's use of the DBLC Platform; or
 - (b) the availability (or non-availability) of the DBLC Platform;
 - (c) for DBLCermining whether the DBLC Platform is sufficient for Establishment's compliance with any Applicable Laws.
- 16.8 **Disclaimers:** (a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS CLAUSE AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, DBLC AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LIABILITY REGARDING DATA BREACHES, UNAUTHORISED ACCESS, OR IMPERSONATION ACCIDENTS INVOLVING BIOMETRIC IDENTITY MANAGEMENT, ESTABLISHMENT'S AND THE GUEST(S)'S ACTIVITY ON THE PLATFORM (INCLUDING



ANY ISSUES FACED BY THE GUEST(S)), GUEST(S)'S ISSUES (WHETHER RELATED TO THE PLATFORM, GUEST(S) DATA AND/ OR COLLABORATION BETWEEN THE PARTIES), BOOKING AND RESERVATION MANAGEMENT BY THE ESTABLISHMENT, GUEST(S) FACING PLATFORM, ESTABLISHMENT'S INFRASTRUCTURE AND RELATED THIRD PARTY SYSTEMS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, DBLC AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT, PLATFORM, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES (IF ANY) PROVIDED BY OR ON BEHALF OF DBLC WILL SATISFY ESTABLISHMENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT , (A) THE SERVICES PROVIDED BY PLATFORM ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) ESTABLISHMENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE PLATFORM AND ITS OWN AUDIT APPROACH OR METHODOLOGY AND FOR ANY DISATISFACTION/ DISPUTE BY THE GUEST FOR AND IN RELATION TO THE , PLATFORM, DBLC SYSTEM, DBLC'S DATA AND OBLIGATIONS OF DBLC UNDER THE COLLABORATION; (b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DBLC, ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS TERMS OF USE OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS. (c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY CLAUSE 16.5, THEN ANY DIFFERENT OR ADDITIONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF SERVICES PERFORMANCE, AS APPLICABLE.

- 16.9 In furtherance of Clause 16.5, the Establishment expressly acknowledges and agrees that each hereby forever waives, releases and forever discharges DBLC and its Affiliates (the "Released Parties") from all and any actions, complaints, grievances, claims, counterclaims, or rights of action, damages, remedies, losses, expenses, rights, demands or set off that the Establishment or its Related Parties has or may have against DBLC and its Affiliates, arising



out of, in relation to or in connection the use of the Software or DBLC System given (the “Released Claims”). The Establishment agrees not to, and shall ensure that its Related Parties do not, claim or commence any action, suit or proceeding, make any demand, claim or counterclaim, claim to liability, damages, losses, or remedies, raise any grievance, or to aid in any way or cause to be commenced or prosecuted any action, suit, proceeding, demand, or claim of liability of any nature whatsoever (based upon any legal or equitable theory, whether contractual statutory, whether known or unknown (collectively, a “Claim”) against the Released Parties arising out of, in relation to or in connection with the Released Claims in this jurisdiction or any other jurisdiction.

- 16.10 The Establishment hereby defend, indemnify, and shall keep indemnified and hold harmless, the Released Parties from and against all liabilities, fines, penalties, losses, damages and expenses or costs of any kind whatsoever (including the entire legal expenses of the Released Parties) incurred, suffered or awarded against the Released Parties pursuant to any Claim in respect of the Released Claims brought by any Person or their Related Parties against any of the Released Parties.
- 16.11 **Internet Exclusion.** THE PLATFORM MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. ESTABLISHMENT ACKNOWLEDGES AND AGREES THAT DBLC AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED ESTABLISHMENTS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE ESTABLISHMENT DATA, WEBSITES, COMPUTERS OR NETWORKS. DBLC SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.
- 16.12 **Establishment responsibility.** ESTABLISHMENT ASSUMES ALL RESPONSIBILITIES AND RISKS REGARDING THE RESULTS OBTAINED THROUGH USE OF THE PLATFORM AND ITS USE THEREOF BY THE ESTABLISHMENT AND/ OR GUEST(S), AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE PLATFORM, DISPUTES WITH THE GUEST(S)S OR ANY THIRD PARTIES, WHETHER IN RELATION TO THE COLLABORATION, PLATFORM OR OTHERWISE. DBLC AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE PLATFORM IS USED, THE RESULTS AND ANALYSIS DERIVED BY



ESTABLISHMENT BY USE OF THE PLATFORM AND ANY DECISIONS THE ESTABLISHMENT MAY TAKE BASED ON ESTABLISHMENT'S USAGE OF THE PLATFORM.

16.13 **Damages Exclusion.** EXCEPT FOR BREACH OF DBLC'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, INCLUDING WITHOUT LIMITATION, ANY BREACH BY ESTABLISHMENT OF THE LICENSE OR USAGE RESTRICTIONS OF THIS TERMS OF USE, BREACH BY ESTABLISHMENT OF DATA PRIVACY OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER DBLC OR ESTABLISHMENT, NOR THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, SERVICE PROVIDERS WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS TERMS OF USE, THE PLATFORM, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE).

17. **INSURANCE**

17.1 The Establishment shall (and shall ensure that the Third- Party Compatible Partner) shall obtain and maintain at their own expense a policy or policies of insurance with reputable insurers, valid and enforceable in the Emirate of Dubai, adequately insuring DBLC against potential liabilities under or in relation to these Terms and Conditions, to an extent and to limits that would be reasonably expected in accordance with Good Industry Practice and Applicable Laws, provided that the requirements stated herein shall not be construed in any way as limiting the System Integrator's liability under these Terms and Conditions or as constituting any waiver by DBLC of any of its rights or remedies under these Terms and Conditions. For sake of clarity such insurance shall include, at the very least, public liability, product liability, professional indemnity and employee liability insurance except as otherwise required pursuant to the Rules and Regulations. DBLC shall be named as an additional insured on all such policies, and the Establishment shall provide DBLC with



certificates of insurance and evidence of premium payment upon request. Failure to maintain such insurance shall constitute a material breach of these Terms and Conditions.

- 17.2 The Establishment shall allow DBLC to inspect such insurance policies maintained by the Establishment pursuant to Clause 17.1 and shall provide copies of the same at the request of DBLC, together with copies of renewals and evidence that all premiums due have been paid. Neither inspection nor receipt of such copies shall constitute acceptance by DBLC of the terms thereof or a waiver of the System Integrator's responsibilities hereunder.
- 17.3 The Establishment shall ensure that any employee, representative and/or agent engaged by the Establishment in relation to its use of the System and/or the subject matter of these Terms and Conditions obtains and maintains all insurances required by all Applicable Laws with reputable insurers and as would be reasonably expected in accordance with Good Industry Practice, as set out herein and all such other insurances as the System Integrator may consider necessary. Any deficiencies in the cover or policy limits of insurances of such employee, representative or subcontractor shall be the sole responsibility of the System Integrator.
- 17.4 The Establishment shall produce on demand evidence of all such insurance as required pursuant to Clause 17.2.

18. **ASSIGNMENT**

- 18.1 The Establishment shall not assign or subcontract the performance of any part of these Terms and Conditions without the prior written consent of DBLC. DBLC is not required to give reasons for any withholding of consent (except as specifically provided for in the Terms and Conditions). Any request for consent must be accompanied by DBLCailed information about the proposed assignee or subcontractor, including evidence of their technical and financial capability, compliance history, and any other information reasonably requested by DBLC. If appointed by the Establishment, the Third- Party Compatible Partner shall not subcontract any part of its obligations under these Terms and Conditions without prior written consent from both DBLC and the Establishment. Where such consent is granted,



the Third- Party Compatible Partner shall remain fully liable for the performance of any approved subcontractor.

18.2 DBLC is entitled to assign, encumber or otherwise deal with its rights and obligations under the Terms and Conditions without restriction.

19. NOTICES

19.1 Any notice to be given under these Terms and Conditions must be in writing and may be given to the other Party at the address alongside its name at the commencement of these Terms and Conditions or at such other address as that Party may notify to the other in writing.

19.2 A notice may be sent by post, courier, email, facsimile or personal delivery and will be deemed to be given or served:

- (a) if sent by courier or personal delivery, on the actual date of delivery; and
- (b) if sent by email or facsimile: on the day of transmission in legible form, with the receipt of a delivery confirmation or transmission confirmation slip indicating that the notice has been properly dispatched and transmitted successfully to the recipient's valid email address or facsimile number,

but if the delivery or receipt is on a day which is not a Business Day or if after 4.00 pm (recipient's time) it is deemed to be given at 9.00 am on the next Business Day.

19.3 A notice may be signed on behalf of the Party giving it by any director, general manager, or authorized personnel of the Party.

20. PARTIES NOT PARTNERS

It is not intended that the Parties should by these Terms and Conditions or otherwise be regarded as carrying on business in partnership or otherwise be considered to be in partnership with each other and none of the Parties shall have any authority to represent, bind or commit the other Party in any manner or to incur expenditure in the name or for the account of the other Party unless otherwise agreed in writing.



21. **ANTI-BRIBERY**

The Parties shall comply with all Applicable Laws, statutes, regulations and codes relating to anti-bribery and anti-corruption.

22. **ACKNOWLEDGMENTS**

The Establishment acknowledges DBLC's ongoing business dealings with other Establishments for and in relation to Biometric Identity Management Services and similar services. The Establishment further acknowledges that these Terms and Conditions in no way restricts DBLC in such business dealings.

23. **SEVERABILITY**

If any provision or part of these Terms and Conditions are void or unenforceable due to any Applicable Law, it shall be deemed to be deleted and the remaining provisions of these Terms and Conditions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any void or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the intended commercial result of the original provision.

24. **COSTS**

24.1 Each Party will bear its own legal and accounting costs in connection with these Terms and Conditions.

25. **AGENCY**

25.1 The Establishment and the Third- Party Compatible Partner will not hold itself out as, or act as, the agent of DBLC. It is not intended that these Terms and Conditions creates any agency arrangement.

26. **GOVERNING LAW**

26.1 These Terms and Conditions and the relationship between the Parties shall be governed by, and construed in accordance with, the laws of the Emirate of Dubai and the applicable



federal laws of the United Arab Emirates applicable to the Emirate of Dubai (excluding DIFC).

26.2 If any dispute or grievance arises out of or in connection with these Terms and Conditions, each Party agrees that the dispute or grievance will be notified in writing to the other Party and discussed between the Project Representatives of each Party and any other relevant representatives of each Party who have the authority to settle the dispute.

26.3 If the above-mentioned representatives cannot agree and are unable to resolve the dispute by direct good faith negotiation within 30 days from the date such a dispute was raised by a Party and communicated to the other Party in writing (or any other period mutually agreed between the Parties), the dispute shall be referred to and finally settled in the Dubai Courts (excluding DIFC). The Parties agree unconditionally and irrevocably that the Dubai Courts shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with these Terms and Conditions.

27. ENTIRE AGREEMENT

27.1 These Terms and Conditions contain the entirety of the contractual arrangements between DBLC and the Establishment relating to the subject matter of these Terms and Conditions and supersede any previous agreement between the Parties relating to the System. DBLC may amend these Terms and Conditions at its own discretion any time by posting the latest version of the Terms and Conditions on the DBLC website (<https://www.dubaidet.gov.ae/en/>) effective immediately upon posting, unless otherwise stated. Subscriber's continued use of the Platform following the posting of any modification signifies the Subscriber's acceptance of such modification.

27.2 The Establishment acknowledges that it has not relied on any warranty, representation or disclosure made by DBLC in relation to these Terms and Conditions apart from those expressly set out in these Terms and Conditions.

28. SURVIVAL.

28.1 All Clauses 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, indemnification, and limitations of liability.

29. **EXPORT.**

29.1 The Establishment acknowledges that the Software may be subject to export restrictions by various governments, including the United States government and import restrictions by certain foreign governments. Each of the Contracting Parties will not and will not allow any third party to remove or export from the United States or Mexico or allow the export or re-export of any part of the Software or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. DBLC agrees to the foregoing and warrants that it is not located in, under the control of or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

30. **OPEN SOURCE.**

The Software may incorporate third-party open- source software ("OSS"), as listed in the Documentation. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of these Terms and Conditions.

31. **COMPLIANCE WITH LAWS:**

The Parties warrant that they i) have and will comply with all Applicable Laws that relate to these Terms and Conditions; and ii) have use and will only use legitimate and ethical business practices when conducting its business operations and in connection with these Terms and Conditions. Both Parties undertake to comply fully with all Applicable Anti-Corruption Laws in connection with any activities conducted in relation to these Terms and Conditions and shall not take any action that would subject either of the Parties to any penalties under such Applicable Anti-Corruption Laws. This includes, without limitation,



refraining from any action that would have the purpose or effect of public or commercial bribery or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business in connection with these Terms and Conditions. "**Applicable Anti-Corruption Law**" means, all Applicable Laws, regulations and rules relating to the prevention and sanction of any forms of corrupt behaviour or practices in force and as amended from time to time as far as applicable including but not limited to (i) the relevant provisions of the UAE Federal Penal Code; (ii) any and all Applicable Laws prohibiting public corruption (including bribery of national, foreign or international officials) and private sector corruption.



SCHEDULE A

1. INFORMATION SECURITY REQUIREMENTS

1.1 Information Security Requirements for Contactless Check-in - On-premise

a. Domain 1 - Information Security Management and Governance:

- i. **Confidentiality Terms and Conditions:** Service Provider shall sign a non-disclosure agreement and a contract with all third- party service providers that they contract with to ensure the protection of all information from being leaked internally or externally.
- ii. The Service Provider shall deploy resources on the project with security clearance advised by DBLC.

iii. Securing External Parties Relations:

1. Service Provider shall inspect, account for, and work with the Third- Party Service Provider's technology supply-chain partners to correct data quality errors and associated risks.
2. Service Provider shall define shared responsibilities around information security roles associated with any service providers.
3. Service Provider shall implement and maintain appropriate information security controls and best practices in line with ISO27001 and ISR requirements.
4. Service Provider shall activate digital key for the hotel room (as applicable) only after arrival of the Guest and successful verification of the identity at the hotel reception.
5. Service Provider and hotel establishment shall comply with all applicable personal data protection laws and regulations.
6. Service Provider shall link digital key with the Guest device mac address, in order to avoid misuse or unauthorised access to the hotel room.

7. The use of AI competencies is subject to DBLC Information Security risk assessment and DESC approval.
8. All transmissions of DBLC's classified information by the Service Provider shall be performed using a secure transfer method such as encryption, secure communication channels etc.
9. Service Provider and its personnel shall comply with DBLC information security policies and procedures during the Term of the Terms and Conditions to ensure confidentiality, integrity and availability of the Services.

b. Domain 2 - Information and Information Assets Management

i. Information Assets Classification:

1. Service Provider shall be responsible for maintaining the confidentiality of the information and personal data that they may have access to during the provision of the services to the respective hotels.
2. Guest check in information is (PII) shall be considered as secret classified information. Service Provider acknowledges that for security purposes they shall meet all national security requirements. Service Provider shall ensure that such information is processed on premise in the UAE, and shall not be processed or stored on cloud regardless of the cloud hosting location.
3. Service Provider shall not share any data, including without limiting to, Guest personal information (PII) with any third party without DBLC's prior written consent. Further, Service Provider shall not in any way transfer any data outside Dubai without DBLC's prior written consent.
4. Service Provider shall implement data retention policy. Guest personal information (PII) shall not be retained by us for any other purpose than completing the check-in /out process.
5. Service Provider shall be responsible for maintaining the confidentiality, integrity and availability of the information and personal data that they may have access to during the provision of the services to the respective hotels.



6. Service Provider shall maintain Guest personal data (PII) and images (Passport/ ID/ Visa) for a maximum of 90 days from Guest checkout.

ii. Disposals of Information and Assets:

1. Service Provider shall dispose Guest personal data (PII) and images (Passport/ ID/ Visa) after 90 days from Guest checkout.

c. Domain 3 – Information Security Risk Management

- i. Information security risk assessment shall be conducted where needed

d. Domain 4 - Incident and Problem Management

i. Information Security Incident Reporting and Escalation:

1. Service Provider is obliged to notify the DBLC IT helpdesk helpdesk@dubaidet.ae and IT security Information.Security.Service@dubaidet.ae through proper channels in case of outages concerning systems that collect Guest personal information (PII).
2. Service Provider shall notify DBLC by email to: information.security@dubaitourism.ae, of any information security incidents that may impact DBLC within 72 hours of confirming such an incident and shall support and cooperate with DBLC IT and Information Security Teams for the resolution of the incident in line with the Dubai Economy and Tourism Information Security Incident Management Process.

e. Domain 5 - Access Control

i. Logical Access Control:

1. Service Provider shall obtain both physical and logical access approval as per respective Access Control Policy

2. Service Provider shall follow secure authentication mechanism if they integrate with the Department of Economy and Tourism through API integration.
3. Hotels that the Service Provider contract with shall connect to Department of Economy and Tourism through secure channels VPN, which shall be authenticated against active directory or identity and access management solution.
4. Service Provider shall implement two-factor authentication for Third Party Service Provider Guest access in the contactless application for check in process. Service Provider shall implement two-factor authentication for administrative access in the system/ OTP.
5. Service Provider shall not reuse applications nor VPN credentials shared by Department of Economy and Tourism except for the purpose credentials are used for.

ii. **Network Access Control:**

1. Service Provider shall implement SSL certificate to secure internet traffic through the web application.
2. Service Provider shall implement application load balancer for high availability of the application.
3. Service Provider shall implement Web application firewall to protect from known threats example DDoS.
4. Service Provider shall implement internal firewall between development, staging and production environment should be implemented to protect from malicious attacks.

f. **Domain 6 - Operation, Systems and Communication Management**

i. **Protection against Malicious and Mobile Code:**



1. Service Provider shall implement antivirus and malware protection on all servers supporting contactless application.
2. In case of any code changes, operating procedure on Service Provider's system shall be notified the Department of Economy and Tourism.
3. Contactless application shall have minimum capabilities to generate the following types of security logs:
 - Administrative changes performed on applications, servers, network devices, security devices, etc.
 - Critical data base transaction logs
 - All user access attempts
 - Invalid/failed access attempts
 - User login and logout events
 - Access to audit logs

- ii. **Service Provider** shall deploy a monitoring tool that notifies the respective hotels in case of any failure/delay in data transfer to the Department of Economy and Tourism.

g. Domain 7 - Business Continuity Planning

i. Disasters Recovery:

1. Service Provider shall implement high availability of each application and system associated with contactless check-in in the production environment.
2. Information backups shall be taken on regular time intervals and appropriate testing shall be performed to ensure availability of information when needed

h. Domain 8 - Information Systems Acquisition, Development and Management

i. Security Testing

1. Service Provider shall conduct annual vulnerability assessment and penetration (VAPT) testing for applications and systems. The Department of Economy and Tourism shall have the right to request reports as necessary, and has the right to conduct the VAPT.

ii. Web Security Testing



1. The Service Provider should consider to never use cookies to store classified information e.g. passwords.
2. The Service Provider consider setting a expiry date for the cookies and implement cryptographic controls where applicable.
3. The Service Provider should implement but not limited to X-XSS protection security header to prevent cross-site scripting attacks.
4. The Service Provider should consider implementing security controls to avoid exploitation of known web application vulnerabilities.

iii. **Cryptography Controls**

5. Service Provider shall implement encryption such as FTPS (File Transfer Protocol Secure), SFTP encryption (SSH File Transfer Protocol) and HTTPS (HTTP Secure) while transferring classified information internally or externally.

iv. **System Integration**

1. A full high level and low-level design shall be provided with all integration plans and integration points. before the platform development or implementation.
2. Service Provider shall provide DBLCailed list of integrations with DBLC systems along with technical DBLCails on the integration mechanism and respective integration plan.
3. Service Provider shall ensure a secure API system integration with DBLC systems including but not limited to secure API authentication, secure API communication, and secure API gateway.
4. Service Provider shall ensure a secure connectivity in place for the integration with DBLC systems/applications.
5. All integration with DBLC systems and applications shall be using middleware.
6. Service Provider shall ensure to follow secure coding guidelines, example OWASP top 10 but not limited to;



- i. Broken Object Level Authorization
- j. Broken Authentication
- k. Broken Object Property Level Authorization
- l. Unrestricted Resource Consumption
- m. Broken Function Level Authorization
- n. Unrestricted Access to Sensitive Business Flows
- o. Server-Side Request Forgery
- p. Security Misconfiguration
- q. Improper Inventory Management
- r. Unsafe Consumption of APIs

v. **Audit Logging**

1. Application should have capability to generate user activity logs for review and incident investigation.
2. Application should have capability to generate administrative and operator activity logs for review and incident investigation.
3. NTP configuration should be enabled for accurate logging and monitoring.
4. Application shall have the capability to generate, export logs to DBLC SOC/SIEM and integrate with DBLC SOC for effective security monitoring.

s. **Domain 13 - Cloud Security**

i. **Cloud Security Principles**

1. Service Provider shall host Guest personal (PII) check-in data on premise (in the UAE). Service Provider shall ensure that such information is processed on premise in the UAE, and shall not be processed or stored on cloud regardless of the cloud hosting location.

1.2 Information Security Requirements for Contactless Check-in – Cloud

a. **Domain 1 - Information Security Management and Governance:**

i. **Confidentiality Terms and Conditions:**

1. Confidentiality Terms and Conditions: Service Provider shall sign a non-disclosure agreement and a contract with all Third- Party Service Providers that



they contract with to ensure the protection of all information from being leaked internally or externally.

2. The Service Provider shall deploy resources on the project with security clearance advised by DBLC.

ii. **Securing External Parties Relations:**

- a. Service Provider shall inspect, account for, and work with the Third- Party Service Provider's technology supply-chain partners to correct data quality errors and associated risks.
 - b. Service Provider shall define shared responsibilities around information security roles associated with any service providers.
2. Service Provider shall implement and maintain appropriate information security controls and best practices in line with ISO27001 and ISR requirements.
 3. Service Provider shall activate digital key for the hotel room (as applicable) only after arrival of the Guest and successful verification of the identity at the hotel reception.
 4. Service Provider and hotel establishment shall comply with all applicable personal data protection laws and regulations.
 5. Service Provider shall link digital key with the Guest device mac address, in order to avoid misuse or unauthorised access to the hotel room.
 6. The use of AI competencies is subject to DBLC Information Security risk assessment and DESC approval.
 7. All transmissions of DBLC's classified information by the Service Provider shall be performed using a secure transfer method such as encryption, secure communication channels etc.
 8. Service Provider and its personnel shall comply with DBLC information security policies and procedures during the Term of the Terms and Conditions to ensure confidentiality, integrity and availability of the Services.



b. Domain 2 - Information and Information Assets Management

i. Information Assets Classification:

1. Service Provider shall be responsible for maintaining the confidentiality of the information and personal data that they may have access to during the provision of the services to the respective hotels.
2. Service Provider shall not share any data, including without limiting to, Guest personal information (PII) with any third party without DBLC's prior written consent. Further, Service Provider shall not in any way transfer any data outside Dubai without DBLC's prior written consent.
3. Service Provider shall implement data retention policy. Guest personal information (PII) shall not be retained by the Service Provider for any other purpose than completing the check-in /out process.
4. Service Provider shall be responsible for maintaining the confidentiality, integrity and availability of the information and personal data that they may have access to during the provision of the services to the respective hotels.
5. Service Provider shall not store any personal information of the Guest.

c. Domain 3 – Information Security Risk Management

- i. Information security risk assessment shall be conducted where needed

d. Domain 4 - Incident and Problem Management

i. Information Security Incident Reporting and Escalation:

1. Service Provider is obliged to notify Dubai Economy and Tourism IT helpdesk " helpdesk@dubaidet.ae" and Security information.security@dubaitourism.ae through proper channels in case of outages concerning systems that collect Guest personal information (PII).
2. Service Provider shall notify Dubai Economy and Tourism by email to: Information.Security.Service@dubaidet.ae, of any information security incidents that may impact Dubai Economy and Tourism within 72 hours of confirming such an incident and shall support and cooperate with Dubai Economy and Tourism IT and Information Security Teams for the resolution of the incident in line with the Dubai Economy and Tourism Information Security Incident Management Process.



e. Domain 5 - Access Control

i. Logical Access Control:

1. Service Provider shall obtain both physical and logical access approval as per respective Access Control Policy
2. Service Provider shall follow secure authentication mechanism if they integrate with the Department of Economy and Tourism through API integration.
3. Service Provider shall implement two-factor authentication for the Guest access in the contactless application for check in process. Service Provider shall implement two-factor authentication or Single Sign On for administrative access in the system/ OTP. Access to check in platform will be provided only by successfully completion of a challenge question that includes matching of last name on the reservation and reservation number.
4. Service Provider shall not reuse applications nor VPN credentials shared by Department of Economy and Tourism except for the purpose credentials are used for.

ii. Network Access Control:

1. Service Provider shall implement SSL certificate to secure internet traffic through the web application.
2. Service Provider shall implement application load balancer for high availability of the application.
3. Service Provider shall implement Web application firewall to protect from known threats example DDoS.
4. Service Provider shall implement data masking techniques such as substitution, shuffling, number and date variance in Service Provider's system where classified information is stored, to protect classified information being viewed by unauthorised users.
5. Service Provider shall ensure that the connection established between the Department of Economy and Tourism and the Service Provider is secure and data shall not traverse the public internet. Service Provider shall use VPNs or similar techniques.



f. Domain 6 - Operation, Systems and Communication Management

i. Protection against Malicious and Mobile Code:

1. Service Provider shall develop and implement change management policy and procedure to control infrastructure and application changes in production environment.
2. Service Provider shall implement Antivirus and malware protection on all cloud based servers supporting contactless application.
3. Service Provider shall develop documented operating procedures for the application / service provided to the Department of Economy and Tourism.
4. Contactless application shall have minimum capabilities to generate the following types of security logs:
 - Administrative changes performed on applications, servers, network devices, security devices, etc.
 - Critical data base transaction logs
 - All user access attempts
 - Invalid/failed access attempts
 - User login and logout events
 - Access to audit logs
5. Service Provider shall deploy a monitoring tool that notifies the respective hotels in case of any failure/delay in data transfer to the Department of Economy and Tourism.

g. Domain 7 - Business Continuity Planning

i. Disasters Recovery:

1. Service Provider shall implement high availability of each application and system associated with contactless check-in in the production environment.
2. Information backups shall be taken on regular time intervals and appropriate testing shall be performed to ensure availability of information when needed



h. Domain 8 - Information Systems Acquisition, Development and Management

i. Security Testing

1. Service Provider shall conduct annual vulnerability assessment and penetration (VAPT) testing for applications and systems. The Department of Economy and Tourism shall have the right to request reports as necessary, and has the right to conduct the VAPT.

ii. Web Security Testing

1. The Service Provider should consider to never use cookies to store classified information e.g. passwords.
2. The Service Provider consider setting a expiry date for the cookies and implement cryptographic controls where applicable.
3. The Service Provider should implement but not limited to X-XSS protection security header to prevent cross-site scripting attacks.
4. The Service Provider should consider implementing security controls to avoid exploitation of known web application vulnerabilities.

iii. Cryptography Controls

1. Service Provider shall implement open/validated formats and standard algorithms (e.g. AES-256) cryptographic keys. The Department of Economy and Tourism may review hashing scripts.
2. Service Provider shall implement encryption such as FTPS (File Transfer Protocol Secure), SFTP encryption (SSH File Transfer Protocol) and HTTPS (HTTP Secure) while transferring classified information internally or externally.

iv. System Integration

1. A full high level and low-level design shall be provided with all integration plans and integration points. before the platform development or implementation.
2. Service Provider shall provide DBLCailed list of integrations with DBLC systems along with technical DBLCails on the integration mechanism and respective integration plan.
3. Service Provider shall ensure a secure API system integration with DBLC systems including but not limited to secure API authentication, secure API communication, and secure API gateway.
4. Service Provider shall ensure a secure connectivity in place for the integration with DBLC systems/applications



5. All integration with DBLC systems and applications shall be using middleware
6. Service Provider shall ensure to follow secure coding guidelines, example OWASP top 10 but not limited to:
 - i. Broken Object Level Authorization
 - ii. Broken Authentication
 - iii. Broken Object Property Level Authorization
 - iv. Unrestricted Resource Consumption
 - v. Broken Function Level Authorization
 - vi. Unrestricted Access to Sensitive Business Flows
 - vii. Server-Side Request Forgery
 - viii. Security Misconfiguration
 - ix. Improper Inventory Management
 - x. Unsafe Consumption of APIs
- v. **Audit Logging**
 1. Application should have capability to generate user activity logs for review and incident investigation.
 2. Application should have capability to generate administrative and operator activity logs for review and incident investigation.
 3. NTP configuration should be enabled for accurate logging and monitoring.
 4. Application shall have the capability to generate, export logs to DBLC SOC/SIEM and integrate with DBLC SOC for effective security monitoring.
- xi. **Domain 13 - Cloud Security**
 - i. **Cloud Security Principles**
 1. Service Provider shall host Guest personal (PII) check-in data within the UAE. Service Provider shall ensure that this information is processed within the UAE, and shall not be processed or stored on cloud outside boundaries of the UAE.
 2. Service Provider shall implement adequate cloud security controls as per architecture and deployment model.
 3. Service Provider shall implement adequate measures and processes to support data portability whenever a hotel requires transfer of their data.
 4. Service Provider acknowledge that the Department of Economy and Tourism have the right to suspend all our services, if needed.
5. The use of AI competencies in the Cloud Solution is subject to DBLC Information Security risk assessment and DESC approval.



6. The Service Provide shall ensure the implementation of security controls as per DBLC technology stake, including architecture and deployment model.
7. The Service Provider shall be required to meet the defined and agreed service levels for in scope services. DBLC shall monitor the performance against defined SLAs.
8. The Service Provider shall have available a separate disaster recovery site, in case their business systems results in a major loss of the Cloud Service
9. The Cloud Service Provider shall return all DBLC data (in a format specified in the contract) and/or, if required by DBLC, delete or destroy all data upon the expiry or termination of the contract.

Issue Resolution Support

DBLC shall use its best efforts to support the User and System Integrator in resolving technical issues that affect the availability or functionality of the Services or related systems. Resolution timelines shall align with DBLC's incident response and service management processes.

1.1 Establishment Cloud Security

- a) DBLC Classified Information shall be handled and stored within the legal jurisdiction or geographical boundaries of the United Arab Emirates, including backup and disaster recovery site.
- b) The Establishment (including Third- Party Compatible Partner) shall ensure the implementation of security controls as per DBLC technology stake, including architecture and deployment model.
- c) System Integrator shall provide their available security certifications (e.g. ISO 27001, ISO 27017, DESC Certification, SOC2 report, etc.)

SCHEDULE B STATEMENT OF WORK

Subject to the terms of the Terms and Conditions, the scope of the Collaboration is to facilitate Establishment enabling digital identity validation and streamline guest check-in processes for the Guest(s)s. The collaboration is limited to technical and data-related coordination and does not cover booking, payment, or Tourism Dirham workflows, which continue to be governed by DBLC regulations and laws.

1. Introduction

1.1 Project Overview

Currently, Establishments conduct Guest(s) identity verification manually using physical ID documents. Establishment Staff access the DBLC TD portal to manually enter check-in, check-out, and room change DBLCails. Tourism Dirham payments are processed through a separate portal, which also provides invoices.

Some Establishments have integrated their ID scanners with the DBLC ecosystem, allowing them to transmit Guest(s) identity DBLCails via an API. However, Guest(s) is still required to verify their identity each time they check into an Establishment during their visit to Dubai.

To improve the Guest experience, DBLC plans to implement Software's identity verification solution. This enhancement will provide Guest(s) the option to verify their identity online eliminating the need for repeated verification at each check-in, across all participating Establishments in Dubai provided the ID document remains valid.

The Software solution will be hosted within DBLC's data center, reducing the need for Establishments to manually collect and store Guest(s) identity information. This initiative



aims to digitize identity verification at the pre-check-in or check-in stage, without having an impact on the existing booking and reservation processes.

Post check-in, check-out, and Tourism Dirham payment processes will continue as per the existing DBLC procedures. However, Establishments may choose to integrate directly with the Tourism Dirham ecosystem to streamline operations and minimize manual data entry.

1.2 Project Objective

The objective is to build a seamless and secure Guest(s) onboarding experience that includes:

a. Key Benefits:

- i. Streamlined check-in process for improved operational efficiency.
- ii. Eliminates the need to manually store and manage Guest identity documents.
- iii. Faster check-ins, allowing staff to dedicate more time to Guest(s) services.
- iv. Enhanced security for Guest(s) identity information.
- v. Ensures compliance with DBLC regulations and policies.

b. Core Features:

- i. Biometric-based identity verification.
- ii. Establishment access to verified Guest(s) profiles.
- iii. Capability to review and correct scanned data before submission.
- iv. Creating centralized Guest(s) profile for identity verification which can be used by Establishments in the Territory.
- v. Option to integrate seamlessly with the Tourism Dirham system.
- vi. Adherence to DBLC's design, security, and privacy standards.

2. Project Scope

2.1 In-Scope:

a. Establishment obligations

- i. Sending identity verification notifications via **email, SMS, or WhatsApp**. To Guest(s)s prior to physical check-in.
- ii. Reminder notification to be sent prior to arrival.



- iii. the verification session during the pre-check in flow, should seamlessly transfer to the Guest(s) mobile device and should be restricted to mobile only to continue the process.
- iv. When Guest(s) clicks the “Verify” link next to their name, the system should prompt them to enter their email address.
- v. Guest(s)s must read and accept the DBLC and Establishment terms and conditions before proceeding by clicking the “Continue” button.
- vi. Only passports and emirates ID are accepted on ID scanning. For the secondary Guest(s), an option to do the verification on the same mobile of the primary Guest(s) or an option to send the link to the secondary Guest(s).
- vii. Pre-check-in using DBLC-Software for new or returning Guest(s)s.
- viii. Allowing multiple Guest(s) to complete pre-check-in on the same device using DBLC-Software.
- ix. Sending a self-verification link to additional Guest(s).
- x. Updating the appropriate Establishment systems with the Guest(s) check in status and developing an interface for approval module and pre check in life cycle.
- xi. Developing integration with DBLC Consent Management System.
- xii. Ensure that the Guest(s) profile have access rights according to their age brackets per DBLC requirements.
- xiii. Ensure access matrix for the Establishment staff are identified and set with audit trail as per DBLC requirements.
- xiv. Enabling Establishments to update DBLC Tourism Dirham data, including check-in, check-out, room changes, and cancellations.
- xv. Full compliance of the Establishment solution with DBLC’s UI/UX, security, and privacy standards.
- xvi. Retention policy on PII Data hosted by the Establishment.

2.2 Out-of-Scope:

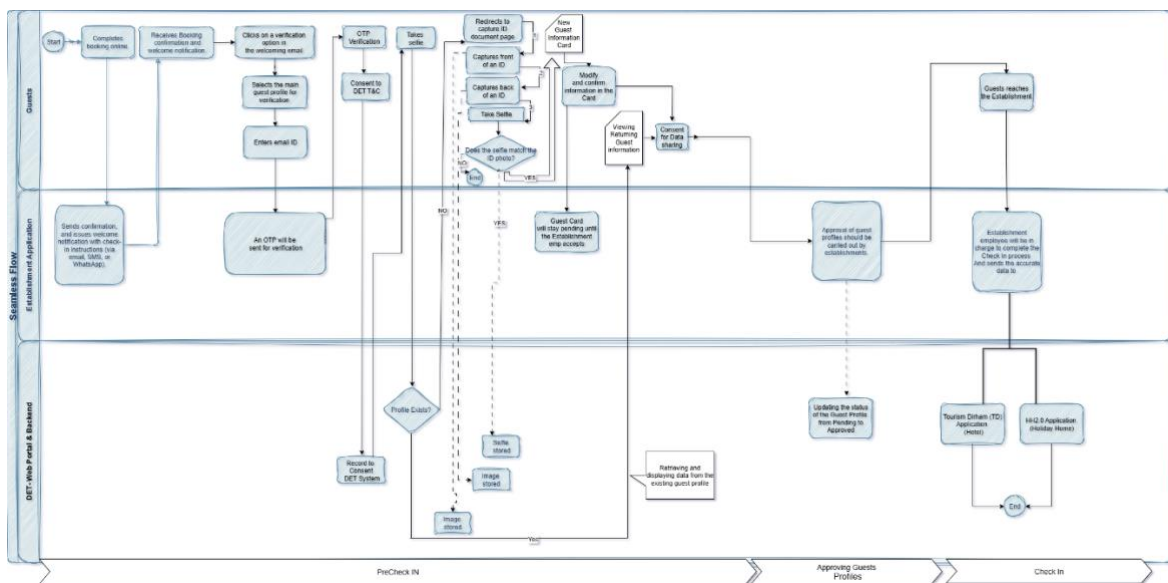
- i. Establishment booking or payment systems.
- ii. Manual check-in methods, except for exceptions like children or veiled women

3. BUSINESS PROCESS

i. As-Is Process

- a. Upon arrival, Guest(s) is required to proceed to the Establishment reception for verification. During this process, the reception staff collects the Guest(s)' ID document, scans it, assigns a room, and hands over the room key.
- b. The Establishment scanners, integrated with the Tourism Dirham system, transmit the ID document DBLCails via an API.
- c. Establishment staff then log into the portal to manually update check-in, room changes, check-out, or check-in cancellation DBLCails.
- d. Guest(s) present IDs at reception.
- e. Staff manually scans IDs and enters data into Establishment's portal.
- f. No biometric verification or pre-arrival onboarding is implemented.

3.1 TO-BE Business process diagram for Establishments



The Establishment may implement enhancements to the guest journey, by capturing a single selfie, provided that such enhancement receives prior approval from DBLC

Flow 1: Pre-Arrival Digital Onboarding

- i. Booking Confirmation.
- ii. Guest(s) receives notification (Email/SMS/WhatsApp).



- iii. Guest(s) authenticates into the establishment's mobile-only pre-check-in portal. If access is attempted from a desktop environment, the system triggers a redirect prompt with a QR code to resume the process on a supported mobile device.
- iv. Guest(s) completes ID scan, face scan, and a form will be prepopulated from the OCR scanned data and additional missing fields to be filled up. Profile changes can be made if required.
- v. Profile is verified and stored centrally.
- vi. Optional Confirmation sent to Guest(s) and Establishment.

3.2 Flow 2: Establishment Dashboard Usage

- i. Establishment staff accesses their Dashboard.
- ii. Staff Searches Guest(s) via booking or document ID.
- iii. Staff Views Guest(s) profile status (verified, pending, rejected).
- iv. Staff approves or rejects pending Guest(s) profile.

3.3 Flow 3: On Arrival Check-In

- i. Front desk verifies physical ID against the dashboard and option for face-scan using kiosk or Establishment tablet.
- ii. If verified profile matches, check-in proceeds.
- iii. If verified profile does not match, check in denied.



4. Business rules

4.1 Centralized Profile Storage

Guest(s) profiles should be centrally stored within the DBLC backend system to support future identity authentication (e.g., check-ins, logging into IID, or the Visit Dubai app).

5. Profile conflict resolution

- 5.1 If an existing profile is found where the email is associated with a different ID document (or vice versa), the Guest(s) should be prompted to perform a face scan.
- 5.2 If the face scan matches the existing profile, but the existing id has expired, the new valid document should be added to that profile.
- 5.3 If the face scan does not match, notify the Guest(s) that the email is linked to a mismatched profile and prompt them to either log in or use a different email address to proceed.

6. Features

6.1 DBLC obligations:

- a. Provide a seamless and privacy-compliant digital check-in experience that allows Guest(s) to complete Establishment check-in through a secure DBLC web interface.
- b. Provide Establishments with a digital identity-verification tool that connects to DBLC's secure biometric and ID-verification infrastructure.
- c. Collect and process Guest(s) Personal Data (including biometric data) only after obtaining their explicit consent, in DBLC's capacity as Data Controller, and strictly in accordance with the DBLC Privacy Notice and applicable data-protection laws.
- d. Ensure a secure environment for the storage and transmission of Guest(s) biometric and identity data within Dubai, UAE.
- e. Enable sharing of verified identity and biometric data with Establishments strictly after obtaining the Guest(s)' explicit consent for such sharing.
- f. Enable Guest(s) to exercise their data-subject rights, including access, rectification, erasure, restriction of processing, and withdrawal of consent, through DBLC's Data Subject Access Request mechanism or the Consent Preference Centre
- g. Ensure retention and deletion of Personal Data in accordance with the DBLC Privacy Notice, whereby such data are retained for four (4) years from the last use of a valid Passport or Emirates ID, unless the Passport or Emirates ID expires earlier, after which renewed consent is sought for continued retention.



- h. Maintain full traceability and auditability of all data-processing activities, including timestamps, system events, and user actions.

SCHEDULE C

FLOW DOWN TERMS FOR ESTABLISHMENT AND THIRD- PARTY COMPATIBLE PARTNER AGREEMENTS

The Establishment agrees that pursuant to Clause 2 of the Terms and Conditions, the Establishment shall, and shall require that the respective Third- Party Compatible Partner, to be bound by a written agreement with the Establishment (collectively the “**The Compatibility Terms and Conditions**”) that will contain, in addition to the terms specified by the Establishment to cover the commercial relationship from the Third- Party Compatible Partner perspective, substantially similar mandatory “flow down” provisions related to the licensing of the Software and Services as included herein below, with respect to the Services and related software, as the terms in this Exhibit. All capitalized terms that are not defined herein shall have the meaning set forth in the Terms and Conditions. For the purposes of this Third- Party Compatible Partner Terms and Conditions, Supplier shall mean Establishment. For the avoidance of doubt, the Third- Party Compatible Partner cannot have a right to sublicense the Services or any related software.

ESTABLISHMENT AND THIRD- PARTY COMPATIBLE PARTNER AGREEMENT FLOW DOWN TERMS:

1. Definitions.

“**Confidential Information**” means information disclosed under these Terms and Conditions that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Notwithstanding any failure to so designate it, Supplier’s Confidential Information includes the terms and conditions of these Terms and Conditions, the Services (including any Sub-processors or Subcontractors used within the Services), Software, the Documentation and any other technical or performance information about the Services and related Software.

“**Guest(s)**” means an identified or identifiable natural person who will ultimately provide their personal data to be processed through the Service.

“**Services**” means (a) access to the Services and any related software and (b) any other services provided by Supplier.

“**Software**” means the software technology product licensed by Supplier.



“**Territory**” means Emirate of Dubai, United Arab Emirates.

“**User**” means any employee or contractor of the Establishment or its Affiliates that Establishment allows to use (operate) the Services and related software on its behalf.

2. **License.** During the Term, the Software Provider hereby grants the Establishment, a nonexclusive, limited, personal, non-sublicensable, non-transferable right and license to use and access the Services, only for its internal business purposes and only in accordance with these Terms and Conditions and the applicable Documentation. No other rights or licenses are granted except as expressly and unambiguously set forth herein. For the avoidance of doubt, these Terms and Conditions are not a sale, but only a right to use under the conditions hereto and does not convey any rights of ownership in or related to the Services any related software and/or technology, including all updates, Documentation, products, works and the intellectual property rights in such.
3. **License Restrictions.** Establishment, shall not (and shall not permit the Third- Party Compatible Partner or any third party to), directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services or any software, documentation or data related to the Services or related software (except to the extent Applicable Laws specifically prohibit such restriction); (b) modify, translate, or create derivative works based on the Services or any software contained in it; (c) use the Service for the benefit of a third party; (d) use the Services or any software other than in accordance with these Terms and Conditions or in compliance with all Applicable Laws and regulations, including but not limited to any privacy laws, and laws or regulations concerning intellectual property, consumer and child protection, obscenity or defamation; (e) use or access the Services outside the Territory; (f) copy, rent, lease, distribute any software provided hereunder, or provide access to the Services, to anyone except as specifically authorized under these Terms and Conditions; (g) pledge, assign, or otherwise transfer or encumber rights to the Service or related software; (e) remove or otherwise alter any proprietary notices or labels from any software and Services or any portion thereof; (j) use any software provided hereunder or Services, and its related Documentation, with the purpose of building a competing product or service (k) bypass any measures Supplier or its suppliers may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (i) sell, resell, license, sublicense, distribute, make available, rent or lease the Service, any related software



or Response Data provided under the Services or (j) disclose Software Provider's Services, any related software and any technical or performance information about them in violation to or in a manner not permitted under these Terms and Conditions; or (n) introduce into any software or Services any software, virus, worm, "back door," Trojan horse or similarly harmful code. The software may incorporate third-party open-source software ("OSS"). To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis. Establishment, is responsible for all of Establishment's activity in connection with the Service, including but not limited to uploading Guest(s) Data onto the Service. The Establishment shall use the Services in compliance with all Applicable Laws, treaties and regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws) and shall not knowingly use the Service in a manner that violates any third-party intellectual property, contractual or other proprietary rights. Establishment acknowledges that the software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Establishment will not and will not allow any third party to remove or export (or allow the export or re-export) of any part of the software or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Establishment agrees to the foregoing and warrants that it is not located in, under the control of or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. This provision shall survive any expiration or termination of the Establishment (and Third- Party Compatible Partner) Terms and Conditions.

4. **Users.** Only authorised users may access or use the Software on behalf of the Establishment and/ or Third- Party Compatible Partner. Each Establishment must keep its login credentials confidential and not share them with anyone else. Establishment is responsible for each authorised users' compliance with these Terms and Conditions and any actions taken through Establishments' accounts. Establishment will promptly notify DBLC and/ or the Software Provider if it becomes aware of any compromise of its Establishments' login credentials.



5. **Effect of Termination.** Upon expiration or earlier termination of the agreement with the Establishment and/ or Third- Party Compatible Partner, the , all license granted to Establishment and/ or Third- Party Compatible Partner, will cease, and the Establishment (and the Third- Party Compatible Partner) must immediately cease using the Services and related software and delete (or, upon request, return) all copies of the software. At DBLC's/ Software Provider's request, the Establishment will present evidence to show the deletion of DBLC/ Software Provider's Confidential Information was performed.
6. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND THEREFORE, AND WITHOUT LIMITING THE FOREGOING, SUPPLIER WILL HAVE NO LIABILITY FOR ESTABLISHMENT'S DECISIONS BASED ON ANY RESPONSE DATA DERIVED FROM THE SERVICE, OR ANY OTHER INFORMATION PROVIDED TO THE ESTABLISHMENT VIA THE SERVICE OR BY SOFTWARE PROVIDER. THE SOFTWARE PROVIDER DOES NOT WARRANT ANY THIRD-PARTY SERVICES OR THAT ESTABLISHMENT'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THIS PROVISION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THE AGREEMENT WITH THE ESTABLISHMENT AND/ OR THIRD- PARTY COMPATIBLE PARTNER.
7. **Confidentiality.** As the receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in these Terms and Conditions and (b) only use Confidential Information to fulfil its obligations and exercise its rights in this Terms and Conditions with the Establishment and/ or agreement with the Third- Party Compatible Partner. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided the receiving party remains responsible for the compliance of such representatives with this Clause 7 and such representatives of the receiving party are bound to confidentiality obligations no less protective than this Clause 7. Notwithstanding any failure to so designate it, Service Provider's Confidential Information includes the terms and conditions of this Terms and Conditions, the Services, any related software, updates, Documentation, feedback and any other technical or performance information about the Services. These confidentiality obligations do not apply to information that the receiving party can document (i) is or becomes public knowledge through no fault of the receiving party, (ii) it rightfully knew or possessed prior to receipt under these Terms and Conditions, (iii) it rightfully received from



a third party without breach of confidentiality obligations or (iv) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose Confidential Information if required by law, subpoena or court order, provided (if permitted by law) the receiving party notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment. The Parties acknowledge that unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Clause 7.



SCHEDULE D

Data Sharing Information

<p>Shared Personal Data</p>	<p>The Establishment will share the following personal data relating to its customers:</p> <ul style="list-style-type: none"> ● Name ● Email address ● Phone number ● Date of birth ● Age ● Gender ● Nationality ● Sensitive personal data: <ul style="list-style-type: none"> ● Photograph ● Passport copy ● Emirates ID copy ● Biometric data (facial recognition) ● Child information ● Health/Medical information (accessibility) ● Geolocation
<p>Permitted Purposes</p>	<p>The Shared Personal Data shall be processed by DBLC and the Establishment strictly for the following purposes:</p> <ul style="list-style-type: none"> ● To enable seamless and secure digital Guest identity verification and check-in process for visitors to Dubai. ● To verify the identity and travel documents (passport, Emirates ID) of the Guests using Biometric Identity Management technologies



	<p>(facial recognition).</p> <ul style="list-style-type: none">• To facilitate the creation of a verified digital identity for Guests to be reused across multiple visits or interactions within Dubai, subject to the validity of the identification documents and Guest consent.• To provide DBLC with anonymized or aggregated data analytics for operational, security, and tourism planning purposes (without identifying individuals).• To assess accessibility requirements for Guests who voluntarily provide medical or health information for tailored services (e.g., accessible rooms).• To fulfill regulatory and legal obligations related to identity management, Guest registration, and tourism sector compliance within Dubai.• To allow integration with the DBLC's Digital Onboarding Platform and ensure the proper functioning and security of the Biometric Identity Management Services. <p>All processing shall be done in accordance with Applicable Data Protection Laws, limited to what is necessary, and subject to appropriate security safeguards.</p>
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