



## OpenHotel Cloud Hosting and Delivery Policies

2024

VERSION 3.0

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## Overview

These OpenHotel Hosting and Delivery Policies (these "Delivery Policies") are in consideration of the OpenHotel Services ordered by You. Any reference to "Customer" in these Delivery Policies or in such other policy documents shall be deemed to refer to "You" as defined in Your order. Capitalized terms that are not otherwise defined in these Delivery Policies shall have the meaning ascribed to them in the OpenHotel agreement, Your order or the policy, as applicable.

Your order or OpenHotel's Service Specifications (such as OpenHotel OpenHotel PMS or OpenHotel Channel Manager) may include additional details or exceptions related to specific OpenHotel Services.

OpenHotel Services are provided under the terms of the OpenHotel agreement, Your order, and Service Specifications applicable to such services. OpenHotel's delivery of the OpenHotel Services is conditioned on Your and Your users' compliance with Your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at OpenHotel's discretion; however, OpenHotel policy changes will not result in a material reduction in the level of performance, security, or availability of the OpenHotel Services provided during the Services Period of Your order.

OpenHotel Services are deployed at data centers or third-party infrastructure service providers retained by OpenHotel. OpenHotel

## 1 OpenHotel Cloud Security Policy

### 1.1 OpenHotel Information Security Practices - General

OpenHotel has adopted security controls and practices for OpenHotel Services that are designed to protect the confidentiality, integrity, and availability of Your Content that is hosted by OpenHotel in the OpenHotel Services environment and to protect Your content from any unauthorized processing activities such as loss or unlawful destruction of data. OpenHotel continually works to strengthen and improve those security controls and practices.

OpenHotel Cloud information security practices establish and govern areas of security applicable to OpenHotel Services and to Your use of those OpenHotel Services. OpenHotel personnel (including employees, contractors, and temporary employees) are subject to the OpenHotel information security practices and any additional policies that govern their employment or the services they provide to OpenHotel.

OpenHotel takes a holistic approach to information security, implementing a multilayered defense security strategy where network, operating system, database, and software security practices and procedures complement one another with strong internal controls, governance, and oversight.

### 1.2 Physical Security Safeguards

OpenHotel employs measures designed to prevent unauthorized persons from gaining access to computing facilities in which Your Content is hosted such as the use of security personnel, secured buildings, and designated data center premises. OpenHotel provides secured computing facilities for both office locations and production cloud infrastructure. Common controls between office locations and OpenHotel controlled co-locations/data centers currently include, for example:

- » Physical access requires authorization and is monitored. Only senior staff members have data center access.
- » Visitors are not allowed

Additional physical security safeguards are in place for OpenHotel-controlled Cloud data centers, which currently include safeguards such as:

- » Premises are monitored by CCTV.
- » Entrances are protected by physical barriers designed to prevent unauthorized entry by vehicles.
- » Entrances are manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and escort management.
- » Safeguards related to environmental hazards.

- » Any physical movement of equipment is controlled by hand-delivered receipts and other authorized change control procedures.
- » Network cables are protected by conduits and avoid routes through public areas.

### 1.3 System Access Controls

OpenHotel may apply among others the following controls: authentication via passwords and multi-factor authentication, documented authorization and change management processes, and logging of access.

For Cloud Services hosted at OpenHotel: (i) log-ins to Cloud Services environments are logged and (ii) logical access to the data centers is restricted and protected.

### 1.4 Data Access Controls

OpenHotel's access to Your Content is restricted to authorized staff on a need to know basis. In addition, OpenHotel provides a mechanism by which You control your access to Your Cloud Services environment and to Your Content by your authorized staff.

### 1.5 User Encryption for External Connections

Your access to OpenHotel Services is through a secure communication protocol provided by OpenHotel. If access is through a Transport Layer Security (TLS) enabled connection, that connection is negotiated for at least 128 bit encryption or stronger. The private key used to generate the cipher key is at least 2048 bits. TLS is implemented or configurable for all web-based TLS-certified applications deployed at OpenHotel. It is recommended that the latest available browsers certified for OpenHotel programs, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled programs. In some cases, a third party site that You wish to integrate with the OpenHotel Services, such as a social media service, may not accept an encrypted connection. For OpenHotel Services where HTTP connections with the third party site are permitted by OpenHotel, OpenHotel will enable such HTTP connections in addition to the HTTPS connection.

### 1.6 Input Control

The source of Your Content is under Your control and Your responsibility, and integrating Your Content into the Cloud Services environment, is managed by You.

### 1.7 Data Segregation

Your Content is logically or physically segregated from the content of other customers hosted in the OpenHotel Services environments.

### 1.8 Confidentiality and Training

OpenHotel staff that may have access to Your Content are subject to confidentiality agreements. OpenHotel staff are required to periodically complete an information protection and confidentiality awareness training course.

### 1.9 Asset Management

OpenHotel is responsible for the protection and inventory of OpenHotel's Cloud Services assets. The responsibilities may include reviewing and authorizing access requests to those who have a business need and maintaining an inventory of assets.

You are responsible for the assets You control that utilize or integrate with the OpenHotel Services, including: determining the appropriate information classification for Your Content, and whether the documented controls provided by OpenHotel Services are appropriate for Your Content, obtaining any required consents related to the collection and use of information provided by data subjects, including any such consents necessary for OpenHotel to provide the Cloud Services.

### 1.10 OpenHotel Internal Information Security Policies

OpenHotel Cloud information security policies establish and govern areas of security applicable to OpenHotel Services and to Your use of OpenHotel Services. OpenHotel personnel are subject to the OpenHotel information security policies and any additional policies that govern their employment or the services they provide to OpenHotel.

### 1.11 Internal Security Reviews and Enforcement

OpenHotel employs internal processes for regularly testing, assessing, evaluating and maintaining the effectiveness of the technical and organizational security measures described in this section.

### 1.12 External Reviews

OpenHotel may employ third parties to conduct independent reviews of Cloud Services in the following areas (the availability and scope of reports may vary by service and country):

- » SOC 1 (based on Statement on Standards for Attestation Engagements (SSAE) No 18) and/or SOC 2 reports.
- » Other Independent third-party security testing to review the effectiveness of administrative and technical controls.

### 1.13 OpenHotel Software Security Assurance

OpenHotel Software Security Assurance (OSSA) is OpenHotel's methodology for building security into the design, build, testing, and maintenance of its products and services, including the OpenHotel Services.

### 1.14 Other Customer Security Related Obligations

You are responsible for:

- » Implementing Your own comprehensive system of security and operational policies, standards and procedures, according to Your risk-based assessments and business requirements.
- » Ensuring that end-user devices meet web browser requirements and minimum network bandwidth requirements for access to the OpenHotel Services.
- » Managing client device security controls, so that antivirus and malware checks are performed on data or files before importing or uploading data into the OpenHotel Services.
- » Maintaining Customer-managed accounts according to Your policies and security best practices.

## 2 OpenHotel Service Continuity Policy

### 2.1 OpenHotel Services High Availability Strategy

OpenHotel deploys the OpenHotel Services on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services. Data centers retained by OpenHotel to host OpenHotel Services have component and power redundancy with backup generators in place, and OpenHotel may incorporate redundancy in one or more layers, including network infrastructure, program servers, database servers, and/or storage.

### 2.2 OpenHotel Services Backup Strategy

OpenHotel periodically makes backups of Your production data in the OpenHotel Services for OpenHotel's sole use to minimize data loss in the event of an incident. Backups are stored at the primary site used to provide the OpenHotel Services, and may also be stored at an alternate location for retention purposes. A backup is typically retained online or offline for a period of at least 60 days after the date that the backup is made. OpenHotel typically does not update, insert, delete or restore Your data on Your behalf. However, on an exception basis and subject to written approval, OpenHotel may assist You to restore data which You may have lost as a result of Your own actions.

## 3 OpenHotel Service Level Objective Policy

### 3.1 Hours of Operation

The OpenHotel Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during maintenance periods and technology upgrades.

### 3.2 Service Availability

Commencing at OpenHotel's activation of Your production OpenHotel Service, OpenHotel works to meet the

Target Service Availability Level, or Target Service Uptime, of 99.5%.

The foregoing is contingent on Your adherence to OpenHotel's recommended minimum technical configuration requirements for accessing and using the OpenHotel Services from Your network infrastructure and Your user work stations.

### Measurement of Availability

Following the end of each calendar month of the applicable Services Period, OpenHotel measures the Service Availability Level or Service Uptime over the immediately preceding month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime (as defined below) by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure.

### 3.3 Definition of Unplanned Downtime

“Unplanned Downtime” means any time during which the OpenHotel Services are not Available, but does not include any time during which the OpenHotel Services or any OpenHotel Services component are not Available due to:

- » A failure or degradation of performance or malfunction resulting from scripts, data, applications, equipment, infrastructure, software, performance testing or monitoring agents directed or provided or performed by You;
- » Outages caused by scheduled and announced maintenance, activation of configurations, backups or other purposes that require the OpenHotel Services to be temporarily taken offline;
- » Unavailability of management, auxiliary or administration services, including administration tools, reporting services, utilities, third party software components, or other services supporting core transaction processing, not within the sole control of OpenHotel;
- » Outages resulting from Your equipment, third party equipment or software components not within the sole control of OpenHotel;
- » Events resulting from an interruption or shut down of the OpenHotel Services due to circumstances reasonably believed by OpenHotel to be a significant threat to the normal operation of the OpenHotel Services, the operating infrastructure, the facility from which the OpenHotel Services are provided, access to, or the integrity of Your Content (e.g., a hacker or malware attack);
- » Outages due to denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and OpenHotel's other vendors), or other force majeure events or circumstances outside of OpenHotel's control;
- » Inability to access the OpenHotel Services or outages caused by Your conduct, including Your negligence or breach of Your contractual obligations;
- » Your lack of availability or unreasonable delay in responding to incidents that require Your participation for source identification and/or resolution, including meeting Your responsibilities for any OpenHotel Services; or
- » Outages caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines due to Your conduct or circumstances outside of OpenHotel's control.

OpenHotel Services are “not available” at any time during which a problem with the service prevents Your connectivity to the service as applicable in the corresponding OpenHotel Service Pillar documentation.

### 3.4 Monitoring

OpenHotel uses a variety of software tools to monitor the availability and performance of the OpenHotel Services and the operation of infrastructure and network components.

### Monitored Components

OpenHotel monitors the hardware that supports the OpenHotel Services, and currently generates alerts for monitored network components, such as CPU, memory, storage, database, and other components. OpenHotel Cloud Operations staff monitors alerts associated with deviations to OpenHotel defined thresholds, and follows standard operating procedures to investigate and resolve underlying issues.

## 4 OpenHotel Cloud Change Management Policy

## 4.1 OpenHotel Cloud Change Management and Maintenance

OpenHotel Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software that is provided by OpenHotel as part of the OpenHotel Services, to maintain operational stability, availability, security, performance, and currency of the OpenHotel Services. OpenHotel follows formal change management procedures to review, test, and approve changes prior to application in the production service.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and customer specific changes. OpenHotel Services change management procedures are designed to minimize service interruption during the implementation of changes.

OpenHotel reserves specific maintenance periods for changes that may require the OpenHotel Services to be unavailable during the maintenance period. OpenHotel works to ensure that change management procedures are conducted during scheduled maintenance windows, while taking into consideration low traffic periods and geographical requirements.

OpenHotel will provide prior notice of modifications to the standard maintenance period schedule.

For changes that are expected to cause service interruption, the durations of the maintenance periods for planned maintenance are not included in the calculation of Unplanned Downtime minutes in the monthly measurement period for Service Availability Level (see the *OpenHotel Service Level Objective Policy* above). OpenHotel uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

### 4.1.1 Emergency Maintenance

OpenHotel may be required to execute emergency maintenance in order to protect the security, performance, availability, or stability of the OpenHotel Services. Emergency maintenance may include program patching and/or core system maintenance as required. OpenHotel works to minimize the use of emergency maintenance, and to the extent reasonable under the circumstances as determined by OpenHotel, will work to provide 24 hours prior notice for any emergency maintenance requiring a service interruption.

### 4.1.2 Major Maintenance Changes

To help ensure continuous stability, availability, security and performance of the OpenHotel Services, OpenHotel reserves the right to perform major changes to its hardware infrastructure, operating software, applications software and supporting application software under its control. Each such major change event is considered scheduled maintenance and may cause the OpenHotel Services to be unavailable. Each such event is targeted to occur at the same time as the scheduled maintenance period. OpenHotel will work to provide no less than 60 days prior notice of a major change event.

### 4.1.3 Data Center Migrations

OpenHotel may migrate Your OpenHotel Services deployed in datacenters retained by OpenHotel between production data centers in the same data center region as deemed necessary by OpenHotel or in the case of disaster recovery. For data center migrations for purposes other than disaster recovery, OpenHotel will provide a minimum of 30 days' notice to You.

## 5 OpenHotel Cloud Support Policy

The support described in this *OpenHotel Cloud Support Policy* applies only for OpenHotel Services, and is provided by OpenHotel as part of such OpenHotel Services.

### 5.1 OpenHotel Cloud Support Terms

#### 5.1.1 Support fees

The fees paid by You for the OpenHotel Services include support.

#### 5.1.2 Support period



OpenHotel Cloud support becomes available upon the service start date and ends upon the expiration or termination of the Services (the "support period"). OpenHotel is not obligated to provide the support described in this OpenHotel Cloud Support Policy beyond the end of the support period.

### 5.1.3 Technical contacts

Your technical contacts are the sole liaisons between You and OpenHotel for OpenHotel support for OpenHotel Services. Those technical contacts must have, at a minimum, initial basic service training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized service/product usage, and migration.

Your technical contacts must be knowledgeable about the OpenHotel Services in order to help resolve system issues and to assist OpenHotel in analyzing and resolving service requests. When submitting a service request, Your technical contact should have a baseline understanding of the problem being encountered and an ability to reproduce the problem in order to assist OpenHotel in diagnosing and triaging the problem. To avoid interruptions in OpenHotel support for OpenHotel Services, You must notify OpenHotel whenever technical contact responsibilities are transferred to another individual.

### 5.1.4 OpenHotel Cloud Support

OpenHotel support for OpenHotel Services consists of:

- » Diagnoses of problems or issues with the OpenHotel Services
- » Reasonable commercial efforts to resolve reported and verifiable errors in the OpenHotel Services so that those OpenHotel Services perform in all material respects as intended
- » Critical support requests 24 hours per day, 7 days a week
- » Standard Support assistance during normal OpenHotel business hours (6:00 AM to 4:00 PM) Pacific Time

## 5.2 OpenHotel Customer Support Systems

### 5.2.1 Customer Support Portal

OpenHotel provides support for the OpenHotel Service acquired by You through the Customer Support Portal designated for that OpenHotel Service. Access to the Support Portal is limited to Your designated authorized users of the OpenHotel Services. Where applicable, the Customer Support Portal provides support details to Your designated technical contacts to enable use of OpenHotel support for OpenHotel Services. All service notifications and alerts relevant to Your OpenHotel Service are posted on the OpenHotel Message Alert .

### 5.2.2 Live Telephone Support

Your technical contacts may access live telephone support via the phone numbers and contact information found on OpenHotel's support tab.

## 5 OpenHotel Cloud Suspension and Termination Policy

### 6.1 Termination of OpenHotel Services

For a period of 30 days upon termination of the OpenHotel Services, OpenHotel will make available via secure protocols, Your Content residing in the production Cloud Services environment, or keep the service system accessible, for the purpose of data retrieval by You. During this retrieval period, OpenHotel's Cloud Service Level Objective Policy does not apply and the service system may not be used for any production activities. OpenHotel has no obligation to retain Your Content after this retrieval period.

If You need assistance from OpenHotel to obtain access to or copies of Your Content, You must create a service request in the Customer Support Portal applicable to the service.

Data retrieval and any related assistance by OpenHotel is not applicable for OpenHotel Services that do not store Your Content. You are responsible for ensuring that if those OpenHotel Services are dependent on separate services (such as credit card processing) for the storage of data, those separate Services must enable data retrieval.

Upon termination of the OpenHotel Services, or upon expiry of the retrieval period following termination of the OpenHotel Services, OpenHotel will delete or otherwise render unrecoverable Your Content from the OpenHotel

Services environments, in a manner designed to ensure that Your Content cannot reasonably be restored, re-created or accessed by OpenHotel (unless otherwise required by applicable law).

## 6.2 Suspension Due to Violation

If OpenHotel detects a violation of, or is informed about a violation of, OpenHotel Services-related terms and conditions or acceptable use policy, OpenHotel will assign an investigating agent. The investigating agent may take actions including but not limited to suspension of user accounts, suspension of administrator accounts, or suspension of access to the OpenHotel Services until the issues are resolved.