Hotel Beacons SaaS Contract – Terms and Conditions (Appendix 1 to the quote)

1. Scope

1.1.   The Terms and Conditions for this SaaS Contract (hereafter "**Terms and Conditions**") apply to all contracts concluded between Hotel Beacons GmbH, Ohlauer Straße 43, 10999 Berlin, Germany ("**Hotel Beacons GmbH**") and hotels, restaurants, and other catering and accommodation companies (hereafter "**Contractual Partner**"; referred to as the "**Parties**" when mentioned jointly with Hotel Beacons GmbH or "**Party**" when mentioned individually) in relation to the following:

- The lease of beacons provided to the Contractual Partner as described in the Description of Services (Appendix 2) ("**Beacons**"), which communicate with users' smartphones and tablets via an application for smartphones and tablets ("**App**" or "**conichi App**")

- The provision and operation of a web-based software platform available at www.conichi.com/CMC for administration of and access to the services listed in the Description of Services ("**conichi Merchant Center**"),

- The provision of an application for the Contractual Partner's mobile devices, as described in the Description of Services (Appendix 1) ("**Hotel App**"),

- The provision of an application for guests' mobile devices and – if requested by the Contractual Partner – as a white-label solution ("**White-Label App**")or an integrated app within the Contractual Partner's or its partners' existing applications ("**Proprietary App**").

The Terms and Conditions also apply to all future contracts concerning beacons that will be concluded between Hotel Beacons GmbH and the Contractual Partner, even if these have not yet been expressly agreed upon.

Use of the App and the Hotel App is not covered by this Contract, but rather by separate terms of use within the relevant app, which Guests must accept before use.

1.2.   These Terms and Conditions shall apply exclusively. Any deviating, conflicting, or supplementary terms and conditions on the part of the Contractual Partner shall only form part of the Contract if and to the extent that Hotel Beacons GmbH has explicitly approved their inclusion in writing. This consent requirement shall apply at all times, even in cases where Hotel Beacons GmbH performs services without reservation having knowledge of the Contractual Partner's terms and conditions. A written contract or written confirmation from Hotel Beacons GmbH is required for the inclusion of deviating, conflicting, or supplementary conditions in the Contract.

2. Subject of the Contract; conclusion of the Contract; prices and payment conditions

2.1.   For the purposes of these Terms and Conditions, "**Contract**" shall mean the SaaS Contract concluded between the Contractual Partner and Hotel Beacons GmbH in relation to the lease of Beacons and the provision of Services, consisting of the Contract components listed in Section 15, including these Terms and Conditions, the quote, and all appendices.

2.2.   By providing a quote to the Contractual Partner, Hotel Beacons GmbH submits a binding offer to conclude a contract under the conditions specified in the quote, particularly with regard to quantity, price, and proposed deployment model. Hotel Beacons GmbH shall remain bound by the quote for one month commencing from the date of the quote, provided that the quote form does not specify a different date by which the Contractual Partner must accept the quote.

2.3.   A binding order is placed by the Contractual Partner, and a contract thus concluded, by means of the following: i) sending the original version of the completed quote form, signed by authorized representatives of the Contractual Partner, to Hotel Beacons GmbH by post; ii) sending a quote form with a certified digital signature to Hotel Beacons GmbH; or iii) via email.

3. Services provided by Hotel Beacons GmbH

3.1.   For the duration of the Contract, Hotel Beacons GmbH shall provide the services defined in the Description of Services (Appendix 2) under the terms of the quote ("**Services**").

3.2.   At the beginning of the period of use, Hotel Beacons GmbH shall provide the number of Beacons specified in the quote to the Contractual Partner for use in accordance with the terms of the Contract at the place of use on the Contractual Partner's company premises as specified in the quote ("**Place of Use**"). The transfer of Beacons shall be subject to the payment of a deposit for each beacon, the amount of which is indicated in the Description of Services.

3.3.   Unless otherwise agreed, Hotel Beacons GmbH shall provide the Beacons and accessories to the Contractual Partner on the first day of the agreed period of use. The provision shall take place by means of shipping. In the event that the transfer is delayed due to causes for which Hotel Beacons GmbH is not responsible, Hotel Beacons GmbH shall not be considered to be in default. Hotel Beacons GmbH shall retain full ownership in the Beacons for the entire duration of the Contract; a transfer of ownership of the Beacons to the Contractual Partner shall not take place.

3.4.   The Contractual Partner shall receive the number of user accounts for the conichi Merchant Center specified in the quote via a website provided by Hotel Beacons GmbH for this purpose. The Contractual Partner can access the conichi Merchant Center to view information about its guests such as baseline data and preferences, as well as general data such as statistics on hotel usage.

3.5.   It is at the discretion of the Contractual Partner to decide which authorized persons or other associated persons (e.g. CEO, franchisee) shall be granted access to the provided conichi Merchant Center (all persons associated with the Contractual Partner are hereafter referred to as "**Authorized Persons**"). The Contractual Partner shall notify Hotel Beacons GmbH of the proposed usage and access

permissions within the periods defined in Section 6 of these Terms and Conditions in order to allow Hotel Beacons GmbH to enable these use and access rights. The Contractual Partner shall require all Authorized Persons with use and access rights to keep their login details safe and, in particular, not to disclose them to third parties unless expressly authorized to do so. The Contractual Partner shall be responsible for ensuring that all Authorized Persons with access to the conichi Merchant Center accept the required terms of use and are informed adequately under applicable data protection laws.

3.6.   Beacons can be used to allow the Contractual Partner to communicate with its hotel or restaurant guests (hereafter **"Guest(s)"**), provide additional services to Guests, and implement customer relation strategies.

3.7.   Hotel Beacons GmbH shall make the App needed to communicate with the Beacons available to Guests via app stores (Apple's App Store and the Google Play Store).

3.8.   Hotel Beacons GmbH shall provide the Contractual Partner with the Hotel App needed to use the Beacons as designated and to communicate with Guests.

3.9.   The Contractual Partner shall be responsible for ensuring that Authorized Persons with access to the conichi Merchant Center and the Hotel App i) accept the required terms of use and are informed adequately under applicable data protection laws, and ii) are issued with and can use the Hotel App as designated from a technical and regulatory point of view.

3.10.   Where included in the Contractual Partner's order, Hotel Beacons GmbH shall provide the Contractual Partner with all of the information and software components needed to allow the Contractual Partner to i) market the functionality contained in the App as its own app under the Contractual Partner's brand or name (*White-Label App*) or ii) incorporate the necessary components of the App into a third-party app for Guests *(Proprietary App)*.

4.   Contractual Partner's right of use

4.1.   Subject to the provisions of these Terms and Conditions and the deployment model selected Hotel Beacons GmbH shall grant the Contractual Partner the following rights of use:

   i.   The non-transferable right to use, or allow Authorized Persons to use, the Beacons provided by Hotel Beacons GmbH for the term of the Contract in accordance with the terms of the Contract. Hotel Beacons GmbH shall retain ownership of all Beacons provided to the Contractual Partner for the entire period of use. The Contractual Partner may not sublease the Beacons; and

   ii.   The limited, non-exclusive, non-transferable, non-sublicensable right, restricted to the term of the Contract, to use the functionality of the conichi Merchant Center as stipulated in the Description of Services by means of telecommunication and by means of a browser.

4.2.   If the Contractual Partner has explicitly ordered the "White-Label App" deployment model, Hotel Beacons GmbH shall grant the Contractual Partner the non-exclusive, non-sublicensable, non-transferable right, restricted to the term of

the Contract, to perform the following in relation to the White-Label App:

   i.   Use the information and software components provided by Hotel Beacons GmbH in whole or in part in object code form and, where necessary for integration, in source code form to adapt and design the White-Label App, in particular to edit and link the software components and source code with its own software components and source text, where this is a prerequisite for technical implementation. The Contractual Partner is only entitled to decompile the App in the event that, upon request, Hotel Beacons GmbH does not provide the source code within a reasonable period of time; and

   ii.   Distribute, license, and promote the White-Label App under the Contractual Partner's name or brand in connection with the Services for the duration of the Contract. In any contracts concluded with the users of this App, the Contractual Partner is obliged to protect the rights and interests of Hotel Beacons GmbH at least to the same extent that they are protected in this Contract and in the terms of use for the conichi App.

4.3.   If the Contractual Partner has explicitly ordered the "Proprietary App" deployment model, Hotel Beacons GmbH shall grant the Contractual Partner the non-exclusive, non-sublicensable, non-transferable right, restricted to the term of the Contract, to perform the following in relation to the Proprietary App:

   i.   Use the information and software components provided by Hotel Beacons GmbH in whole or in part in object code form and, where necessary for integration, in source code form to include the functionality of the conichi App in its Proprietary App, in particular to edit and link the software components and source code with its own software components, where this is a prerequisite for technical implementation. The Contractual Partner is only entitled to decompile the App in the event that, upon request, Hotel Beacons GmbH does not provide the source code within a reasonable period of time; and

   ii.   Distribute, license, and promote the Proprietary App in connection with the Services for the duration of the Contract. In any contracts concluded with the users of this Proprietary App, the Contractual Partner is obliged to protect the rights and interests of Hotel Beacons GmbH at least to the same extent that they are protected in this Contract and in the terms of use for the conichi App.

4.4.   The Contractual Partner is not entitled to use the Services in a manner other than that permitted by these Terms and Conditions, nor to allow third parties to use them, neither to make them available to third parties. In particular, the Contractual Partner is not entitled to modify or adapt the Beacons, the conichi Merchant Center software, or the apps in any way, if and to the extent that this has not been expressly authorized within these Terms and Conditions.

4.5.   In the case of an unauthorized transfer of use or grant of rights of use, the Contractual Partner must immediately upon request provide Hotel Beacons GmbH with

all information required to file a claim against the user, in particular the user's name and address and the number of Beacons provided, and must prevent any future unauthorized transfer of use. Any further claims shall remain unaffected.

4.6.   For the purposes of operating the conichi Merchant Center, the Contractual Partner shall grant Hotel Beacons GmbH the right to use any information obtained by the Contractual Partner itself or by Authorized Persons during the execution of the Contract. Hotel Beacons GmbH is also authorized to perform data backups in a disaster recovery data center.

4.7.   In the event that property rights of third parties negatively affect the use of the Services in accordance with the terms of the Contract through no fault of Hotel Beacons GmbH's, Hotel Beacons GmbH is entitled to refuse to perform the services in question. In such cases, Hotel Beacons GmbH shall notify the Contractual Partner immediately and provide the latter with appropriate access to its data. The Contractual Partner is entitled to an appropriate reduction in remuneration during any such period in which the use of the Services is negatively affected. Other claims or rights of the Contractual Partner shall remain unaffected.

5.   Data protection and data security

5.1.   The Parties are obliged to comply with the applicable provisions of the relevant legislation on data protection, particularly that in force in Germany, and to ensure that any of their employees deployed in connection with the Contract are obliged to maintain data secrecy in accordance with Section 5 of the German Federal Data Protection Act (BDSG), provided that these employees are not already under a general obligation.

5.2.   A more detailed description of the data processing operations to be carried out by Hotel Beacons GmbH as part of the Services is contained in a non-binding model privacy statement for the App and the conichi Merchant Center, which shall be provided to the Contractual Partner by Hotel Beacons GmbH.

5.3.   Where Hotel Beacons GmbH processes personal data under the terms of the Contract in commission and on behalf of the Contractual Partner, this shall only be done in accordance with the instruction of the Contractual Partner. Hotel Beacons GmbH acts as the Contractual Partner's data processor in this case. The necessary Data Processing Agreement between the Parties is provided in Appendix 3 of the Contract.

6.   Duties and obligations of the Contractual Partner

The Contractual Partner shall fulfill the duties and obligations required for the performance and implementation of the Services as specified in the Contract, or shall ensure that these duties are fulfilled by Authorized Persons. In particular, the Contractual Partner shall fulfill the following duties:

(i) conichi Merchant Center

6.1.   Notify Hotel Beacons GmbH of the permissions to be granted to the Contractual Partner's designated Authorized Persons for use of the conichi Merchant Center;

6.2.   Ensure that the use and access rights assigned to the Contractual Partner and its Authorized Persons cannot be accessed by third parties and are not passed on to unauthorized third parties;

6.3.   Ensure that neither Authorized Persons nor unauthorized third parties attempt to retrieve information or data without permission, attempt to access or allow others to access programs run by Hotel Beacons GmbH or its appointed subcontractors, or attempt to penetrate Hotel Beacons GmbH's or its appointed subcontractors' data networks without authorization;

(ii) Beacons

6.4.   Test the Beacons' functionality without delay upon receipt and report any defects. Where the quantity of Beacons received is too large to allow all Beacons to be tested, a partial quantity large enough to conduct a representative sample must be tested to ensure functionality and check for defects;

6.5.   Ensure that the Beacons provided are not used or stolen by unauthorized third parties and, in particular, that the Beacons are adequately protected against theft, especially when not in use. The Contractual Partner shall ensure that the Beacons are not removed from their Place of Use without authorization;

6.6.   Take all necessary measures to protect the Beacons against destruction or damage;

6.7.   Notify Hotel Beacons GmbH without delay upon learning that a Beacon has been lost, damaged, or stolen;

6.8.   Return to Hotel Beacons GmbH all Beacons provided after the termination of the Contract;

(iii) Services

6.9.   Fulfill all duties of cooperation detailed in the Description of Services in order to ensure reliable use of the Services;

6.10.   Ensure that the Services are not misused, and in particular that no information is collected, processed, or used if it is not covered by the Description of Services or by the Contract, or if its collection without consent is unlawful;

6.11.   Indemnify Hotel Beacons GmbH from all claims by third parties that are based on unlawful use of the Services either by the Contractual Partner or its Authorized Persons, that are caused with Contractual Partner or its Authorized Persons approval, or by third parties who obtain access to the Beacons or the login details in violation of the provisions of this Contract, as well as from claims that result in particular from data protection, copyright, or other legal disputes associated with the use of the Services. If the Contractual Partner detects or can be reasonably expected to detect such a violation, it is obliged to notify Hotel Beacons GmbH without delay;

6.12.   Reimburse Hotel Beacons GmbH for any expenses incurred for inspections carried out after a fault has been reported (cf. Service Level Agreement) if, upon examination, it turns out that there is no fault is present in Hotel Beacons GmbH's technical equipment and that this could have been recognized by the Contractual Partner or an Authorized Person with reasonable effort;

6.13.   Accept unilateral functional changes to the Services and other services by Hotel Beacons GmbH, provided that these are not unreasonable. Hotel Beacons GmbH shall notify the Contractual Partner of any major

changes one month in advance and grant an appropriate right of withdrawal;

6.14.   Cooperate with inspections and screening activities by the payment service provider (in accordance with money-laundering legislation, for example) and make all necessary information available. The Contractual Partner acknowledges and agrees that Hotel Beacons GmbH may pass on the contact details of a designated contact person for the Contractual Partner (telephone/mobile phone number, email address) to the payment service provider for these purposes. The Contractual Partner is obliged to fully inform the contact person concerned about the disclosure of their contact details in good time.

(iv) White-Label App and Proprietary App

6.15.   Distribute, promote, make available, and operate the White-Label App and the Proprietary App in a manner that does not damage the reputation or interests of Hotel Beacons GmbH or of any services associated with Hotel Beacons GmbH;

6.16.   Maintain and manage the White-Label App and the Proprietary App, in particular by means of updates and patches, in order to ensure effective communication with the Beacons and enable Hotel Beacons GmbH to provide the necessary information via the White-Label App and the Proprietary App;

6.17.   Provide a reference to Hotel Beacons GmbH in the Proprietary App indicating that the services are performed on the basis of Hotel Beacons GmbH's technology, but that Hotel Beacons GmbH is not responsible for the provision of the services or the content;

6.18.   Ensure that the White-Label App and the Proprietary App are not misused, and in particular that no information is collected or processed if it is not covered by the Description of Services or by the Contract, or if its collection is unlawful.

7.   Use of the Services in violation of the Contract

7.1.   Hotel Beacons GmbH is entitled to suspend access to the Services in the event of a violation by the Contractual Partner or Authorized Persons of any of the essential obligations defined in these Terms and Conditions, particularly in the event of a violation of the obligations specified in Sections 6.2 to 6.18. Access will only be restored when the violation has been remedied permanently or when the risk of repetition has been sufficiently addressed through the submission to Hotel Beacons GmbH of an appropriate cease-and-desist declaration with a penalty clause.

7.2.   The provisions on termination of the Contract shall remain unaffected.

8.   Payment/default

8.1.   The Contractual Partner is obliged to pay the price that has been agreed upon. The prices payable by the Contractual Partner are stipulated in the quote and are specified for each period of use. Payments to Hotel Beacons GmbH shall only be deemed to have been effected if they are made to the bank account specified in the relevant quote or the relevant invoice. Offsetting by means of counterclaims by the Contractual Partner or retention of payments as a result of such claims are only permitted if the counterclaims are

undisputed or have been legally determined and are based on the same contractual relationship.

8.2.   The Contractual Partner must pay the agreed remuneration for the Services in advance. If the Parties agree on monthly payments, payment is due on the first day of each Contract month (e.g. if the Contract is concluded on 13 January, the next monthly payment is due on 13 February). If the payment method agreed is an annual payment, payment is due on the first day of the month in which the period of use begins.

8.3.   In the event that the Contractual Partner defaults on payment for more than two consecutive monthly payments, Hotel Beacons GmbH is entitled to suspend access to the Services for the duration of the default. In the event of such a suspension, the Contractual Partner shall still be obliged to pay the monthly remuneration.

8.4.   Hotel Beacons GmbH reserves the right to file further claims arising from default of payment, and in particular to exercise the rights presented in Section 10.4.

9.   Liability

9.1.   Hotel Beacons GmbH shall be liable to the Contractual Partner in cases of intent or gross negligence for all damage caused by itself, its legal representatives, or its vicarious agents in accordance with the law. In cases of slight negligence, Hotel Beacons GmbH shall be liable in the case of death, bodily injury, or illness in accordance with the law.

9.2.   In all other cases, Hotel Beacons GmbH shall only be liable if it acts in breach of any obligations essential to the fulfilment of this Contract (cardinal duties). In such cases, liability shall be limited in nature and extent to compensation for foreseeable damages arising naturally, in the ordinary course of events. For the purposes of this provision, "cardinal duties" include the principal performance obligations stipulated in the Contract as well as any obligations which fulfilment is necessary for the proper performance of the Contract or may be expected by the client as a matter of course.

9.3.   For each individual claim under Section 9.2, liability is limited to the amount of the remuneration paid for each year of the Contract. In the first year of the Contract, the annual remuneration shall be calculated based on the quote.

9.4.   Hotel Beacons GmbH shall not be liable, regardless of fault, for compensation (as per Section 536 a of the German Civil Code [BGB]) for defects existing at the time of the conclusion of the Contract. Sections 9.2 and 9.3 shall remain unaffected.

9.5.   Hotel Beacons GmbH's liability in accordance with compulsory statutory provisions such as German Product Liability Act shall remain unaffected.

9.6.   In all other cases, liability on the part of Hotel Beacons GmbH is hereby excluded.

9.7.   Hotel Beacons GmbH shall be released from the performance of its contractual obligations if and to the extent that the non-performance of services is due to the occurrence of an event of force majeure after the conclusion of the Contract.

9.8.   Hotel Beacons GmbH shall not be liable for damages resulting from the use of apps programmed by third parties.

10.   Term of Contract; termination

10.1.   The Contract has a fixed initial term as stipulated in the quote (hereafter "**Initial Term**").

10.2.   Either Party may terminate the Contract by giving fourteen (14) days' notice, no earlier than after the Initial Term has expired. If the Contract is not terminated as specified in Sentence 1, it shall be automatically extended for one (1) month at a time, in which case it may be terminated after the respective extension period ("**Extension**") has expired, giving fourteen (14) days' notice. The Contract shall continue to be extended until it is terminated.

10.3.   The right to terminate for good cause shall remain unaffected.

10.4.   In case the Contractual Partner

- is in default on payment of the monthly remuneration or a substantial part thereof for two consecutive months; or

- is in default on payment for a period exceeding two months where the amount is equivalent to the remuneration figure for two months or 2/12 of the annual remuneration; or

- act in breach of any obligations essential to the fulfilment of this Contract and fail to rectify this breach within a reasonable period of time despite a request by Hotel Beacons GmbH

Hotel Beacons GmbH is entitled to terminate the Contract for cause without observing the period of notice.

10.5.   Terminations shall only be valid if given in writing. An email with a qualified signature shall not be sufficient.

11.   Liability for defects

11.1.   Deviations from the Services as stipulated in the Description of Services are deemed as malperformance rather than non-performance. The Contractual Partner's corresponding rights arising from defects are conclusively settled here in Section 11 of this Contract and in Section 4.7 of this Contract (reduction due to the infringement of industrial property rights). Claims for defects shall be time-barred within one year following their occurrence. This does not apply to damage claims.

11.2.   Hotel Beacons GmbH shall render the Services with all due care and skill and in accordance with industry standards. Hotel Beacons GmbH does not guarantee that the Services will be error-free and/or uninterrupted. The Service Level Agreement (Appendix 4) describes the measurable standards for the Services and the rights of the Contractual Partner in cases where these standards have not been met.

11.3.   Hotel Beacons GmbH shall replace defective Beacons free of charge for the Contractual Partner provided that the defect or the incident that rendered the Beacon inoperable was not due to the fault of the Contractual Partner or its Authorized Persons.

11.4.   Hotel Beacons GmbH shall remedy major defects in the Apps in the next release.

11.5.   Any damage claims on the part of the Contractual Partner are excluded from the above. Liability for damages is based on Section 9 of the Contract.

12.   Confidentiality

12.1.   Each Party shall keep confidential all information that has been brought to its attention by the respective other Party in connection with this Contract and its performance, or any other information received during the term of the Contract that is to be classified as confidential by its nature, and shall not make this information accessible to third parties, unless this information

(i)   is generally known at the time it is received from the other Party, or

(ii)   was disclosed to the recipient by a third party without an obligation to maintain confidentiality, or

(iii)   was known to the recipient before receiving it from the other Party or was developed independently by the recipient, or

(iv)   must be disclosed based on a final and legally binding or provisionally enforceable administrative or judicial decision.

12.2.   In accordance with Section 12 of these Terms and Conditions, "third parties" shall not mean associated companies and subcontractors of Hotel Beacons GmbH insofar as they are subject to an obligation to maintain confidentiality that is essentially equivalent in terms of content to this Section 12, or are Authorized Persons within the scope of their access rights.

12.3.   When maintaining confidentiality, the Parties shall each apply the same degree of care as they would to their own confidential information of similar importance. They mutually vouch that they have ensured that their employees or persons closely associated with them – insofar as they may become aware of confidential information of the other respective Party – are bound accordingly by the essential aspects of this confidentiality agreement.

12.4.   All rights to the confidential information remain with the informing Party – unless provided for otherwise in this Contract. The respective recipient shall use the confidential information that it receives within the scope of this Contract only for the purposes for which it is intended and for the purposes of contractual performance. Each Party is, in particular, not entitled to pass on information to the press on the existence and content of the individual contracts with the prior written consent of the respective other Party, unless expressly agreed otherwise in writing.

12.5.   The confidentiality obligations continue to exist for a term of three (3) years after the termination of the Contract.

12.6.   If the Contractual Partner is obliged to disclose confidential information due to legal provisions or a court order, the Contractual Partner shall immediately inform Hotel Beacons GmbH of this and shall grant Hotel Beacons GmbH reasonable opportunity to prevent the disclosure of the confidential information.

12.7.   If the Contractual Partner culpably violates the obligations set out in Sections 12.1 to 12.6, the Contractual Partner must pay a contractual penalty to Hotel Beacons GmbH in an amount to be set in the individual case by Hotel Beacons GmbH, the appropriateness of which is to be examined by the Regional Court (Landgericht) of Berlin in the event of a dispute.

13.   Obligations upon termination of the contractual relationship

13.1.   The Contractual Partner is obliged, immediately upon termination of the Contract, to return all e Beacons, information, and software components it received to Hotel Beacons GmbH and – insofar as is applicable – to terminate and refrain from the distribution, licensing, and promotion of the White-Label App or Proprietary App. The Contractual Partner shall bear the costs associated with termination of the Contract and returning the Beacons, information, and software components.

13.2.   Following the termination of the contractual relationship, the Contractual Partner shall have no further access to the conichi Merchant Center and the information contained therein.

13.3.   Hotel Beacons GmbH shall, upon written request by the Contractual Partner and in return for payment of the appropriate fee in accordance with the then valid price list, provide the Contractual Partner with its data from the conichi Merchant Center in a commonly used file format on a mobile storage medium or shall make the data available for download. This does not include data to which the Contractual Partner is not solely and exclusively entitled.

14.   Final provisions

14.1.   Amendments or additions to this Contract as well as to contracts and/or their appendices must be made in writing and must be signed by both Parties; this also applies to the alteration of this clause.

14.2.   Should individual clauses of the Contract be or become invalid, in whole or in part, any invalid provisions must be reworded, supplemented, or replaced such that they achieve the economic purpose that was the intention of the invalid provision. The same shall apply in the event of loopholes in these Terms and Conditions.

14.3.   The rights and obligations in this Contract apply exclusively to the Contracting Parties and, in particular, no rights are established for or granted to third parties.

14.4.   The contractual relationship between the Parties is governed by German law with the exception of its conflict-of-law rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

14.5.   The exclusive venue for all direct or indirect disputes arising from the contractual relationship between the Parties is Berlin.

15.   Contract components and definitions

15.1.   The components of the SaaS Contract are as follows:

- quote;
- These Terms and Conditions (Appendix 1);
- Description of Services (Appendix 2);
- Data Processing Agreement (Appendix 3)
- Service Level Agreement (Appendix 4)

15.2.   In the event of contradictions between the components of the Contract, the components apply in the order of priority mentioned above.

15.3.   Definitions of terms in these Terms and Conditions also apply for the other components of the Contract if these do not contain any specific definitions.

Berlin, April 2016

Hotel Beacons SaaS Contract –Data Processing Agreement (Appendix 3 to the quote)

Agreement between the Contractual Partner (hereafter referred to as the "Client") and Hotel Beacons GmbH ("Contractor"). Definitions in the Terms and Conditions or the Description of Services also apply in this Data Processing Agreement. Definitions in this Data Processing Agreement apply only for this Data Processing Agreement.

1. Object and duration of the agreement

Object of the data processing

The object of this data processing agreement is for the Contractor to carry out the following tasks in accordance with the Description of Services in Appendix 2 to the quote: Hotel services, operation of the conichi Merchant Center, targeting services (Client as co-controller alongside the Contractor), operation of the White-Label App and white-label website as well as, if applicable, other services as described in Appendix 2 to the quote.

Duration of the agreement

The duration (term) of this agreement corresponds to the duration of the Contract.

2. Specification of the agreement

Scope, type, and purpose

The scope, type, and purpose of the collection, processing, and/or use of personal data by the Contractor for the Client are described in detail in the Description of Services in Appendix 2 to the quote.

Type of data

The collection, processing, and/or use of personal data relates to the following data types/categories:

- Guest data (e.g. name, contact details, preferences),
- Data relating to Guests' stays,
- Targeting data,
- Hotel information, and
- Other data that the Contractor or its employees or customers loaded into the merchant app, the conichi Merchant Center, the White-Label App, or the white-label website.

It is hereby clarified that the Contractor itself is the responsible party for some of these data categories, if and to the extent that it processes these for its own purposes (e.g. Guest data for the operation of Guests' conichi account).

Group of data subjects

The group of data subjects whose personal data is handled within the scope of this agreement includes:

- ☐ Hotel guests,
- ☐ Interested parties,
- ☐ Employees within the meaning of Section 3 (11) BDSG, as well as
- ☐ Business contacts

3. Technical/organizational measures

Before processing begins, the Contractor must document the implementation of the technical and organizational measures set out prior to the assignment of the agreement, in particular with regard to the actual performance of the agreement, and must submit this to the Client for the Client's assessment. The outcome of the technical and organizational measures to be taken by the Contractor is agreed in Annex 1 to this Data Processing Agreement.

The technical and organizational measures are subject to technical progress and further development. In this respect, the Contractor is permitted to implement alternative appropriate measures. In doing so, the Contractor must not go below the security level of the defined measures. Significant changes must be documented. In accordance with Section 4g (2) Sentence 1 BDSG, the Contractor must provide the details to the Client upon request.

4. Amendment, blocking, and deletion of data

The Contractor may only amend, delete, or block the data that is being processed on behalf of the Client following the Client's instructions. If a data subject contacts the Contractor directly for the purpose of having their data amended or deleted, the Contractor shall immediately pass on this request to the Client.

5. Controls and other obligations of the Contractor

In addition to complying with the provisions of this agreement, the Contractor also has the following obligations in accordance with Section 11 (4) BDSG:

Written appointment – insofar as prescribed by law – of a data protection officer who can carry out their duties pursuant to Sections 4f and 4g BDSG. The contact details of the data protection officer shall be communicated to the Client for the purpose of establishing direct contact.

Compliance with the principle of data secrecy in accordance with Section 5 BDSG. All persons who, in accordance with the agreement, can access the personal data of the Client must be required to maintain data secrecy and must receive instruction regarding the specific data protection obligations arising out of this agreement in addition to the existing duty to be bound by instructions and to use the data for a specific purpose.

Implementation of and compliance with all of the technical and organizational measures agreed for this agreement in accordance with Section 9 BDSG and the Annex thereto.

Immediate notification of the Client regarding monitoring activities and measures by the supervisory authority as per Section 38 BDSG. This also applies insofar as a

competent authority as per Sections 43, 44 BDSG carries out investigations at the Contractor's company.

Carry out job control by means of regular checks by the Contractor in relation to the contractual performance or fulfilment, in particular compliance with and, if applicable, necessary adjustment of regulations and measures relating to the performance of the agreement.

6.   Subcontractual relationships

Subcontractors may only be involved in the processing or use of the personal data of the Client if the following requirements are met:

The engagement of subcontractors is generally only permitted with the prior written consent of the Client. The Contractor can, with the due diligence required by law and in compliance with its monitoring obligation as detailed in Point 5, engage group companies as well as, on a case-by-case basis, other subcontractors for performance of the Contract without having to obtain written consent, provided the Contractor notifies the Client of this before processing or use commences.

The Contractor must arrange the contractual agreements with the subcontractor(s) in such a way that they correspond to the data protection provisions in the contractual relationship between the Client and the Contractor.

For the purposes of this provision, subcontracting shall not be services provided by third parties that the Contractor makes use of as ancillary services in order to provide support during the performance of the agreement. These include, for example, telecommunication services, maintenance and user services, cleaning personnel, auditors, and the disposal of storage media. The Contractor is, however, obliged to enter into appropriate and legally compliant contractual agreements and to take other necessary control measures in order to guarantee the protection and security of the Client's data, even in the case of subcontracted ancillary services.

7.   Audit rights on the part of the Client

The Client has the right to carry out job control as provided for in No. 6 of the Annex to Section 9 BDSG in consultation with the Contractor or, on a case-by-case basis, to have this carried out by an auditor to be designated. The Client has the right to satisfy itself that the Contractor is complying with this agreement by carrying out spot checks at the Contractor's business premises, for which sufficient advance notice must be given as a rule. The Contractor undertakes to provide the Client, upon request, with the information necessary for the Client to meet its obligation in respect of the job control and to make the relevant supporting documentation available.

The Contractor shall support the Client with respect to such audits in accordance with Section 11 (2) Sentence 4 BDSG before commencement of data processing and during the term of the agreement.

8.   Notification in the event of violations by the Contractor

The Contractor shall in all cases notify the Client if the Contractor or one of the persons employed by Contractor violates the provisions for the protection of the personal data of the Client or the stipulations set out in the agreement.

It is recognized that, in accordance with Section 42a BDSG, information obligations may exist in the event of the loss or unlawful transfer or disclosure of personal data. Therefore, such incidents must be notified to the Client immediately regardless of the cause of such incident. This also applies in the event of serious disruptions to operations, in the event of suspicion of other breaches of provisions for the protection of personal data, or other irregularities while handling personal data of the Client. The Contractor must, in consultation with the Client, take appropriate measures to safeguard the data and to mitigate possible negative consequences for data subjects. If the obligations under Section 42a BDSG apply to the Client, the Contractor must support the Client in fulfilling these.

9.   Authority of the Client to give instructions

The data is handled solely within the scope of the agreement entered into and in accordance with the instructions of the Client (cf. Section 11 (3) Sentence 1 BDSG). Within the scope of this agreement, the Client reserves an extensive right to issue instructions regarding the type, scope, and method of data processing; the Client can further substantiate this right by issuing individual instructions. Procedural changes and changes to the object of the processing must be jointly agreed upon and must be documented. Additional costs incurred must be compensated by the Client on a time and material basis. The Contractor may only provide information to third parties or data subjects with the prior written consent of the Client.

The Client shall immediately confirm any verbal instructions in writing or by email (in text form). Insofar as the Contractor acts as the data processor the Contractor shall not use the data for any other purposes and is in particular not authorized to pass on the data to third parties. Exceptions to this are backup copies, provided that they are necessary for ensuring proper data processing, as well as data that is necessary in respect of compliance with legal retention obligations.

In accordance with Section 11 (3), Sentence 2 BDSG, the Contractor must inform the Client immediately if it is of the opinion that an instruction violates data protection regulations. The Contractor is entitled to suspend carrying out the relevant instruction until such time as it is confirmed or modified by the Client's responsible contact person.

10.   Deletion of data and return of storage media

At the request of the Client – upon termination of the Contract at the latest – the Contractor must hand over to the Client all documents received, any processing and usage findings that were created, as well as data sets in connection with the agreement, or, following prior approval must destroy these in accordance with data protection requirements. The same applies to testing and scrap material. The log of the deletion must be presented upon request.

Documentation that serves as evidence of proper data processing that complies with the agreement must be kept by the Contractor beyond the end of the Contract in accordance with the respective retention periods. To discharge itself of this obligation, the Contractor can hand over this documentation to the Client upon termination of the Contract.

Annex 1 to the Subcontracted Data Processing Agreement:

Technical and organizational measures in accordance with Section 9 BDSG and the Annex thereto

1.   Access control (Entry control)

Unauthorized entry must be prevented, whereby the term is to be understood as physical access.

Technical or organizational measures for entry control, in particular also for the legitimation of Authorized Persons:

- Entry control system, ID card reader, magnetic card, chip card
- Keys/Allocation of keys
- Door protection (electric door opener, etc.)
- Site security, doormen
- Monitoring system, alarm system, video/TV monitor

2.   Access control (Admission control)

Intrusion by unauthorized persons into the DP systems must be prevented.

Technical (password protection) and organizational (user master record) measures in relation to user identification and authentication:

- Password procedure (including aspects such as special characters, minimum length, regularly changing the password)
- Automatic blocking (e.g. password or timeout)
- Setting up of a user master record per user
- Encryption of storage media

3.   Access control

Unauthorized activities in DP systems outside of the permissions granted must be prevented.

Needs-based permission concept and access rights as well as monitoring and logging of these:

- Differentiated permissions (profiles, roles, transactions, and objects)
- Analyses
- Read only
- Modification
- Deletion

4.   Transfer control

Aspects of the transfer of personal data must be regulated: Electronic transfer, data transport, transmission control.

Measures for the transport, transfer and transmission or storage on storage media (manually or electronically) as well as during the subsequent verification:

- Encryption/Tunnel connection (VPN = Virtual Private Network)
- Electronic signature
- Logging
- Transport security

5.   Input control

It must be ensured that data management and maintenance are fully traceable and documented.

Measures for the subsequent verification of whether data was entered, modified, or removed (deleted), and, if so, by whom:

- Logging and log analysis systems

6.   Job control

It must be ensured that subcontracted data processing is carried out as instructed.

Measures (technical/organizational) to divide the competences between the Client and the Contractor:

- Unambiguous drawing up of contracts
- Formalized awarding of the order (order form)
- Criteria for selection of the Contractor
- Monitoring of the execution of the Contract

7.   Availability control

Data must be protected against accidental destruction or loss.

Data protection measures (physical/logical):

- Backup procedures
- Mirroring of hard drives, e.g. RAID procedures
- Uninterruptible power supply (UPS)
- Separate storage
- Anti-virus protection/Firewall
- Emergency plan

8.   Separation control

Data that was collected for different purposes must also be processed separately.

Measures for the separate processing (storing, modification, deletion, transmission) of data with different purposes:

- "Internal multi-client capability"/Use for a specific purpose
- Separation of functions/Production/Test

Hotel Beacons SaaS Contract – Service Level Agreement (Appendix 4 to the quote)

This **Service Level Agreement** ("*SLA*") is an appendix to the Hotel Beacons SaaS Contract between Hotel Beacons GmbH and the Contractual Partner ("**SaaS** *Contract*"). Unless otherwise defined in this SLA, the terms used below have the same meaning that was assigned to them in the SaaS Contract.

1. Service levels

Hotel Beacons GmbH provides the Services in accordance with service levels. The service levels enable the Contractual Partner to control and monitor the quality and timeliness of the Services provided by Hotel Beacons GmbH.

2. DEFINITION OF THE SERVICE LEVELS

2.1 Services – conichi Merchant Center

The service level for the "**conichi Merchant Center**" service is defined as follows:

■ System availability (**conichi Merchant Center**) per month [average availability]	
• Service level	• 99.9% availability
• Calculation	The availability is calculated as follows: $$\text{System availability (\%)} = \frac{(\text{Monthly total time} - \text{Unscheduled downtime})}{\text{Monthly total time}}$$ "*Availability*" is the ability of the Contractual Partner to access the functions of the conichi Merchant Center as agreed in the Contract. "*Scheduled downtime*" is the total time (in minutes) in a calendar month during which the conichi Merchant Center is not available due to scheduled system maintenance or other scheduled downtime. Hotel Beacons GmbH makes every reasonable effort to ensure that the scheduled system maintenance takes place between 1 a.m. and 5 a.m. CEST/CST and that reasonable notice is given of this system maintenance. "*System availability*," in relation to availability in a calendar month, is the ratio expressed as a percentage when you subtract the unscheduled downtime in this month from the monthly total time in this month and then divide this difference by the monthly total time in this month (see formula above). "*Monthly total time*" comprises all minutes of the relevant calendar month during the term of the SaaS Contract. "*Unscheduled downtime*" is the total time (in minutes) of non-availability in a calendar month excluding the scheduled downtime and downtime that occurs as a result of circumstances outside of the control of Hotel Beacons GmbH. These circumstances include, in particular: (i) breaches of the provisions of this Contract by the Contractual Partner, (ii) non-compliance with provisions of this SLA by the Contractual Partner, (iii) incompatibility of equipment or software of the Contractual Partner with the agreed requirements in relation to the use of the Services, including the requirements set out in the access protocols (iv) defective or insufficient performance of the Contractual Partner's systems or equipment, (v) use of the Services by the Contractual Partner that is in considerable excess of the agreed volume, or (vi) force majeure (as defined in the SaaS Contract).
• Measuring point	• conichi service - Handover point for conichi Merchant Center
• Measuring time	• Calendar month during the term of the SaaS Contract

2.2 Support services during unscheduled downtime

	Support services per month [average availability]	
• Service level	• In the event of unscheduled downtime, the following 24/7 support is provided for support requests sent to Hotel Beacons GmbH via the email address support@conichi.com.	

Classification	Identification of the problem and confirmation of the identification to the Contractual Partner (response time)
1 (urgent)	2 hours
2 (medium)	4 hours
3 (low)	Within 2 working days

• Calculation	The Parties shall inform one another immediately once a problem has been found.

Classification of problems:

Classification	Criterion
Level 1 (urgent)	Software, app, or other service is not available at all.
Level 2 (medium)	Software, app, or other service is available but its use is restricted.
Level 3 (low)	Software, app, or other service is available but its use is somewhat restricted.

Classification and charges:

The Contractual Partner communicates the problem to Hotel Beacons GmbH and specifies the associated classification (see table above). Regardless of the Contractual Partner's classification, the final classification of this problem by Hotel Beacons GmbH within the scope of this service level determines the relevant steps (steps 1, 2, or 3 as specified in the table). If during the term of the SaaS Contract, the Contractual Partner reports a problem twice and specifies a higher level (classification) than is subsequently determined by Hotel Beacons GmbH, Hotel Beacons GmbH must, for all future problem reports, reimburse the Contractual Partner for the effort involved in classifying the respective problem on a time and material basis.

• Qualification	*Support steps*:*

Step 1 – Identification: Hotel Beacons GmbH confirms that the problem exists, starts to gather information, and performs an analysis.

Step 2 – Interim solution: Hotel Beacons GmbH works on the problem and, where possible, provides an interim solution as soon as possible so that the respective service is at least partially available.

Step 3 – Resolution: Hotel Beacons GmbH provides a definitive solution to the problem so that the respective service is fully available again.

* Support steps 2 and 3 are not provided as service levels.

• Measuring time	• Per incident

3. Rights in the event of non-compliance of the service levels

3.1 General In the event of unscheduled downtime, Hotel Beacons GmbH undertakes to make every economically reasonable effort to remedy the unscheduled downtime within a reasonable time period.

3.2 Service credit notes If Hotel Beacons GmbH does not meet the service level set out under Section 2 of this SLA for a service, the Contractual Partner shall be entitled to the service credit notes listed below ("**Credits**"), whereby the Credits for unscheduled downtime shall not exceed 5% of the total charges that the Contractual Partner paid to Hotel Beacons GmbH for all of the Services provided in the respective service month.

conichi Merchant Center system availability	Service Credit Note (% of the monthly price for conichi Merchant Center
< 99.75%	2.5 %
< 99.0%	5.0%
< 98.0%	7.5%
< 97.0%	10%
< 96.0%	15%
< 95.0%	20%

3.3 Receipt of Credits In order to receive a Credit, the Contractual Partner must claim this Credit in writing from Hotel Beacons GmbH within a period of five (5) working days after receipt of the service level report for the period for which the Contractual Partner is claiming the Credit. This written claim by the Contractual Partner must contain precise details regarding the day, time, and duration of each unscheduled downtime being claimed. If, following verification, Hotel Beacons GmbH accepts the Contractual Partner's written claim to Credits, Hotel Beacons GmbH shall communicate to the Contractual Partner that the relevant Credits will be offset against service charges paid by the Contractual Partner in the next monthly bill for the Services. Credits cannot be credited retroactively. If the Contractual Partner does not claim a Credits in time, its entitlement to a Credits for the month in question lapses. Credits that the Contractual Partner has to pay shall be offset against any claims for damages by the Contractual Partner based on non-compliance with the service level.

4. Measurement and reports

4.1 System monitoring and measurement: Hotel Beacons GmbH shall ensure that the service levels are continuously monitored. All measurements of the service levels shall be conducted on a monthly basis for each calendar month during the term of the SaaS Contract.

4.2 Reports on system performance: At the request of the customer, Hotel Beacons GmbH shall provide monthly reports on the measurements of unscheduled downtime and the calculation of system availability for the relevant previous month. If the Contractual Partner has any objections regarding a measurement or other information listed in this report, it must communicate these objections to Hotel Beacons GmbH in writing within five (5) calendar days following receipt of the report; the accuracy of the report is deemed sufficient if no such communication is made by the Contractual Partner. Any such communication must specify the measurements being objected to and must describe the type of objection in detail. Hotel Beacons GmbH and the Contractual Partner undertake, as far as possible and in a timely manner, to reconcile by mutual agreement such differences in opinion relating to the service levels and/or associated measurements.

5. Requirements to be fulfilled by the Contractual Partner

5.1 Minimum system requirements: The service standards listed in this SLA require that the Contractual Partner, insofar as is applicable, meets the minimum system requirements that are defined by Hotel Beacons GmbH and listed in the *Description of Services (Appendix 2 to the Contract)* or elsewhere in the Contract.

5.2 Additional obligations of the Contractual Partner: Unless otherwise agreed between the Parties in the *Description of Services (Appendix 2 to the Contract)* or in a separate written agreement, the Contractual Partner is responsible for (i) maintenance and support of the computer networks, servers, software, and equipment deployed for the use of the Services or of the service features for this maintenance and support, (ii) the correct configuration of the Contractual Partner's systems in accordance with the access protocols, and (iii) the Internet connection for accessing the Services.

5.3 Report on unscheduled downtime: The Contractual Partner must inform Hotel Beacons GmbH immediately in the event of unscheduled downtime. The time at which Hotel Beacons GmbH receives the detailed notification from the

Contractual Partner or the time at which Hotel Beacons GmbH first becomes aware of the unscheduled downtime is deemed to be the start of the unscheduled downtime.

5.4 Consequences of non-compliance on the part of the Contractual Partner: Hotel Beacons GmbH shall be released from fulfillment of its obligations listed in this SLA, insofar as its fulfillment of these obligations is not possible in whole or in part because the Contractual Partner has not fulfilled the contractually agreed requirements or other duties of cooperation.