

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

1. Scope of application

1.1. These Terms and Conditions SaaS Contract (“**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 (hereinafter “**Contracting Party**”; together with Hotel Beacons GmbH the “**Parties**” and each individually “**Party**”) for

- the hiring of beacons provided by the Contracting Party, as described in the service description (Appendix 2), (“**Beacons**”), which communicate via an application for smartphones and tablets (“**App**” or “**conichi App**”) with the smartphones and tablets of the users,
- the provision and operation of the internet-based software platform for management and retrieval of the services specified in the service description available at www.conichi.com/CMC (“**conichi Merchant Center**”),
- the provision of the application for mobile devices of the Contracting Party, as described in the service description (Appendix 1), (“**Hotel App**”); and
- the provision of the application for mobile devices and, if ordered by the Contracting Party, the app as a whitelabel solution (“**Whitelabel App**”) or as an integration app in existing applications of the Contracting Party or its partners (“**Own App**”).

The Terms and Conditions also apply to all future contracts in connection with Beacons between Hotel Beacons GmbH and the Contracting Party, even if they are not expressly agreed again. The use of the App and the Hotel App is not covered by this contract, but is the subject matter of separate terms of use in the respective app, to be concluded with guests.

1.2. These Terms and Conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Contracting Party shall only become an integral component of the contract if Hotel Beacons GmbH has expressly consented to their inclusion in writing. This requirement for consent applies in all cases, in particular if Hotel Beacons GmbH provides services unconditionally in the knowledge of the Contracting Party’s Terms and Conditions. A written contract or written confirmation from Hotel Beacons GmbH shall be decisive for the inclusion of deviating, conflicting or supplementary terms and conditions.

2. Subject matter of the contract; Conclusion of the contract; Prices and payment terms

2.1. “Contract” within the meaning of these Terms and Conditions is the SaaS Contract concluded between the Contracting Party and Hotel Beacons GmbH for the hiring of the Beacons and provision of services consisting of the contractual components listed in Clause 15, including these Terms and Conditions, the offer and all appendices.

2.2. By submitting an offer to the Contracting Party, Hotel Beacons GmbH provides a binding offer on the terms specified in the offer, in particular with regard to quantity, price and intended use model, upon conclusion of the Contract. Hotel Beacons GmbH is bound to the offer for one month, starting with the offer date, unless another deadline for acceptance of the offer is specified in the offer form by the Contracting Party.

2.3. An order from the Contracting Party becomes binding and thus the Contract is concluded (i) by a completed offer signed by authorised representatives of the Contracting Party and sent in the original to Hotel Beacons GmbH by post or (ii) by sending a qualified, electronically-signed offer form to Hotel Beacons GmbH or (iii) by email.

3. Services of Hotel Beacons GmbH

3.1. During the term of the Contract, Hotel Beacons GmbH shall provide the services agreed in the service description (Appendix 2) in accordance with the offer (“**Services**”).

3.2. At the start of the usage period, Hotel Beacons GmbH shall deliver to the Contracting Party the number of Beacons specified in the offer for contractual use within the usage location on the premises specified in the offer (“**Place of Use**”). The delivery shall take place subject to payment of a deposit per Beacon; this amount is specified in service description.

3.3. Unless otherwise agreed, Hotel Beacons GmbH shall deliver Beacons and accessories to the Contracting Party on the first day of the agreed period of use. Delivery shall be by shipment. If the delivery is delayed as a result of causes that are not the responsibility of Hotel Beacons GmbH, Hotel Beacons GmbH shall not be in default. Hotel Beacons GmbH remains the owner of the Beacons throughout the entire Contract term; ownership of the Beacons is not transferred to the Contracting Party.

3.4. The Contracting Party shall receive the specified number of accesses to the conichi Merchant Center via a website provided by Hotel Beacons GmbH for this purpose. In the conichi Merchant Center, the Contracting Party can view information about its guests, such as basic data and preferences, as well as general data, such as statistics for hotel use.

3.5. The Contracting Party can decide at its own discretion which of its authorised persons or other associated persons (e.g., managing directors, franchisees) (all persons connected with the Contracting Party referred to jointly as

“**Authorised Persons**”) it would like to grant access to the conichi Merchant Center provided to it. The Contracting Party shall inform Hotel Beacons GmbH of the intended usage and access authorisations at least within the periods described in Clause 6 of these Terms and Conditions to enable Hotel Beacons GmbH to activate the usage and access authorisations. The Contracting Party undertakes to keep the access data for each Authorised Person with a usage and access authorisation safe, in particular not to make it accessible to any third party, unless this is explicitly permissible. The Contracting Party shall be responsible for ensuring that the Authorised Persons who use the access to the conichi Merchant Center accept the necessary terms of use and are informed about data protection law.

3.6. Beacons can be used to enable the Contracting Party to communicate with its hotel and restaurant guests (“**Guests**”) and to provide the Guests with additional services and implement customer loyalty programmes.

3.7. Hotel Beacons GmbH shall provide Guests with the App necessary for communication with the Beacons via app stores (Apple App Store and Google Play Store).

3.8. Hotel Beacons GmbH shall provide the Contracting Party with the Hotel App required for the intended use of the Beacons and communication with the Guests.

3.9. The Contracting Party is responsible for ensuring that the Authorised Persons who use the access to the conichi Merchant Center and the Hotel App, (i) accept the required terms of use and are informed about data protection law, and (ii) can receive and use the Hotel App as intended from a technical and legal perspective.

3.10. If covered by the order of the Contracting Party, Hotel Beacons GmbH shall provide the Contracting Party with all necessary information and software components to enable the Contracting Party (i) to sell the functions contained in the conichi App as a separate App under the brand or name of the Contracting Party for its Guests (*Whitelabel App*) or (ii) to

integrate the necessary components of the App into a third party app for Guests (*Own App*).

4. Right of use of the Contracting Party

4.1. Subject to the provisions of these Terms and Conditions and the selected usage model, Hotel Beacons GmbH grants the following rights of use to the Contracting Party:

- i. the non-transferable right, during the Contract term, to use the Beacons provided by Hotel Beacons GmbH under the Contract or to allow them to be used by its Authorised Persons. Hotel Beacons GmbH reserves ownership of all Beacons provided to the Contracting Party over the entire period of use. The right to sublease the Beacons is excluded, as well as
- ii. the simple, non-exclusive, non-transferable, non-sublicensable right restricted to the Contract term to use the functions of the conichi Merchant Center agreed in the service description by means of telecommunication and using a browser.

4.2. If the Contracting Party has expressly ordered the "Whitelabel App" usage model, Hotel Beacons GmbH grants the Contracting Party the non-exclusive, non-sublicensable right, which is non-transferable and restricted to the Contract term,

- i. to use in full or in part the information and software components provided by Hotel Beacons GmbH in the object code and, if necessary for integration, in the source code, to customise and design the Whitelabel App, in particular, to connect and edit the software components and the source text with its own software components or source text, if this is absolutely necessary for technical implementation. The Contracting Party shall only be entitled to decompile the App if it has not received the source code from Hotel Beacons GmbH within a reasonable period after request; and
- ii. to sell, license and advertise the Whitelabel App during the Contract term under the name or brand of the Contracting Party in connection with the Services. In the contracts with its Users, the Contracting Party is obliged to protect the rights and interests of Hotel Beacons GmbH in the same way as they are protected in this Contract and the terms of use of the conichi App.

4.3. If the Contracting Party has expressly ordered the usage model "Own App", Hotel Beacons GmbH grants the Contracting Party the non-exclusive, non-sublicensable right which is non-transferable and restricted to the Contract term,

- i. to use in full or in part the information and software components provided by Hotel Beacons GmbH in the object code and, if necessary for integration, in the source code, to integrate the conichi App function into the Own App, in particular, to integrate and edit the software components and the source text with its own software components or source text, if this is absolutely necessary for technical implementation. The Contracting Party shall only be entitled to decompile the App if it has not received the source code from Hotel Beacons GmbH within a reasonable period after request; and
- ii. to sell, license and advertise the Own App during the Contract term in connection with the Services. In the contracts with the Users of this Own App, the Contracting Party is obliged to protect the rights and interests of Hotel Beacons GmbH in the same way as they are protected in this Contract and the terms of use of the conichi App.

4.4. The Contracting Party shall not be entitled to use the Services beyond the use permitted by these Terms and Conditions or to allow them to be used by third parties or to make them accessible to third parties. In particular, the

Contracting Party shall not be entitled to change or edit the Beacons or software of the conichi Merchant Center or the Apps in any form, unless and to the extent this is expressly permitted in these Terms and Conditions.

4.5. In the event of an unauthorised assignment of use or granting of rights of use, the Contracting Party must immediately inform Hotel Beacons GmbH of all information about the assertion of claims against the user, in particular, the user's name and address and the number of Beacons used must be communicated and any future unauthorised assignment of use must be prevented. Further claims remain unaffected.

4.6. In order to operate the conichi Merchant Center, the Contracting Party shall grant Hotel Beacons GmbH the right to use the information obtained by it or by its Authorised Person through the implementation of the Contract. Hotel Beacons GmbH shall also be entitled to hold backups of the information in a reserve data centre.

4.7. If the contractual use of the Services is restricted due to no fault of Hotel Beacons GmbH, Hotel Beacons GmbH shall be entitled to deny the Services affected by this. Hotel Beacons GmbH shall inform the Contracting Party of this immediately and enable it to access its data in a suitable manner. During the period of a restriction of usage, the Contracting Party shall be entitled to a reasonable reduction in the remuneration. Other claims or rights of the Contracting Party remain unaffected.

5. Data protection and data security

5.1. The Parties are obliged to comply with the applicable data protection provisions, in particular those valid in Germany, and to oblige their employees used in connection with the Contract to data secrecy in accordance with Section 5 BDSG (Bundesdatenschutzgesetz [Federal Data Protection Act]), unless these already apply generally.

5.2. A more detailed description of data processing by Hotel Beacon within the scope of the Services is available in non-binding templates of a privacy policy for the App and the conichi Merchant Center to be made available to the Contracting Party by Hotel Beacons GmbH.

5.3. If Hotel Beacons GmbH processes personal data under the Contract on behalf of the Contracting Party, this shall be exclusively on the instructions of the Contracting Party. In this case, Hotel Beacons GmbH shall be the contract data processor of the Contracting Party. The required order data processing agreement between the Parties is attached to the Contract as Appendix 3.

6. Duties and obligations of the Contracting Party

The Contracting Party shall fulfil the duties and obligations required for the performance and execution of the Contract and/or ensure the fulfilment of these obligations by the Authorised Persons. In particular, the Contracting Party shall

(i) *the conichi Merchant Center*

6.1. give notice of the authorisations of the Authorised Persons it designates for the use of the conichi Merchant Center;

6.2. ensure that the usage and access authorisations assigned to it and its Authorised Persons are protected against access by third parties and are not passed on to unauthorised third parties;

6.3. ensure that neither the Authorised Persons nor unauthorised third parties attempt to retrieve information or data without authority or attempt to interfere with programs or allow programs to be interfered with, which are operated by Hotel Beacons GmbH or operated by subcontractors commissioned by Hotel Beacons GmbH, or access or attempt to access the data networks of Hotel Beacons GmbH or intrude without authority into networks of subcontractors commissioned by Hotel Beacons GmbH;

(ii) the Beacons

6.4. immediately after receiving the Beacons, to test their functionality and give notice of defects. If the number of the Beacons received is too large to test all Beacons, a partial quantity sufficient to represent a qualified sample must be tested for functionality and examined for defects;

6.5. ensure that the Beacons provided are not used or stolen by unauthorised third parties, and that the Beacons are in particular secured against removal in case of non-use. The Contracting Party shall ensure that the Beacons are not removed from their Place of Use without authorisation;

6.6. take all measures to protect the Beacons from destruction or damage;

6.7. inform Hotel Beacons GmbH immediately after obtaining knowledge if a Beacon has been lost or is damaged or has been stolen;

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

(iii) the Services

6.9. fulfil all collaboration obligations specified in the service description, ensuring trouble-free use of the Service;

6.10. ensure that the Services are not used improperly, in particular that no information is collected, processed or used which is not covered by the service description or the Contract or the collection of which is unlawful without consent;

6.11. indemnify Hotel Beacons GmbH against all claims of third parties which are based on unlawful use of the Services by the Contracting Party or its Authorised Persons, which take place with its approval or by third parties who have

gained access to the Beacons or the access data in breach of the provisions of this Contract, or that arise in particular out of data protection law, copyright or other legal disputes that are connected with the use of the Services. If the Contracting Party realises or should realise that there is a threat of such a breach, there is a duty to inform Hotel Beacons GmbH without delay;

6.12. after submitting a fault notification (see Service Level Agreement), reimburse expenses incurred by Hotel Beacons GmbH for checking the fault if the examination reveals that there was no fault in the technical facilities of Hotel Beacons GmbH and the Contracting Party or its Authorised Person could have recognised this in the course of reasonable error searches;

6.13. accept unilateral changes to the functions of the Services and other services by Hotel Beacons GmbH, unless these are unreasonable. Hotel Beacons GmbH will give notice of substantial changes one month in advance and grant a corresponding right of revocation;

6.14. cooperate in checks and screening by the payment provider (for example, in accordance with money laundering regulations) and provide necessary information. The Contracting Party knows and agrees that Hotel Beacons GmbH will pass on contact details of a contact partner of the Contracting Party (telephone/mobile phone number, email address) to the payment service provider for the purposes specified. The Contracting Party is obliged to inform the affected contact persons in a timely and comprehensive manner that their data have been passed on.

(iv) the Whitelabel App and Own App

6.15. to sell, buy, make available and operate the Whitelabel App and Own App only in a way which impairs neither the reputation nor interests of Hotel Beacons GmbH nor affects the Services associated with Hotel Beacons GmbH;

6.16. to maintain and to take care of the Whitelabel App and Own App, in particular through updates and patches, to guarantee communication with the Beacons and to ensure that Hotel Beacons GmbH can provide the necessary information via the Whitelabel App and Own App.

6.17. to provide a reference to Hotel Beacons GmbH in the Own App which contains the statement that the Services

are provided on the basis of Hotel Beacons GmbH technology, but that Hotel Beacons GmbH is not responsible for providing services and contents.

6.18. ensure that the Whitelabel App and Own App are not used improperly, in particular that no information is collected, processed or used which is not covered by the service description or the Contract or the collection of which is unlawful;

7. Non-contractual use of the Services

7.1. In the event of a breach of one of the material obligations specified in these Terms and Conditions, in particular in the event of a breach of the obligations specified in Clauses 6.2 to 6.18 by the Contracting Party or the Authorised Persons, Hotel Beacons GmbH is entitled to block access to the Services. Access will only be restored if the breach of the affected obligation is permanently rectified and/or the risk of repetition is eliminated by submitting a reasonable declaration of undertaking with a penalty clause to Hotel Beacons GmbH.

7.2. The provisions regarding termination of the Contract remain unaffected.

8. Payment/default

8.1. The Contracting Party is obliged to pay the agreed price. The prices to be paid by the Contracting Party are agreed on in the offer form and specified for each period of use. Payments to Hotel Beacons GmbH only apply as performance if they are made using the bank details specified in the relevant offer or the relevant invoice. Offsetting with counterclaims of the Contracting Party or the retention of payments due to such claims is only permissible if counterclaims are undisputed or legally established and based on the same contractual relationship.

8.2. If the Parties agree monthly payments, the monthly payment is due on the 15th of the following month if the Contract is concluded between the 1st and the 15th of the month. If the Contract is concluded between the 16th and the last day of a month, the monthly payment is due on the last day of the following month (for example: if the conclusion of the Contract is on 18/02 the first monthly payment is due on 31/03, the second on 30/04 etc.). If the agreed remuneration is agreed as an annual payment, the remuneration is due on the first of the month in which the period of use begins.

8.3. During a payment default by the Contracting Party of more than two consecutive monthly remunerations, Hotel Beacons GmbH is entitled to block access to the Services during the payment default. The Contracting Party remains obliged to pay the monthly remuneration in the event of such a block.

8.4. Hotel Beacons GmbH shall retain the right to assert additional claims due to payment default, in particular of the rights arising from Clause 10.4.

8.5.

Option 1: Hotel Beacons GmbH is entitled to increase the prices agreed on in the order form and for each usage period after expiry of the Initial Term or the corresponding extension, however by no more than 10% per increase ("Price Adjustment"). The Price Adjustment must be communicated to the Contracting Party at least four weeks prior to the time of the validity of the new prices. The Contracting Party can terminate the Contract without notice if the Contracting Party does not agree with the price increase.

9. Liability

9.1. In the event of intent or gross negligence, Hotel Beacons GmbH shall be liable to the Contracting Party for all damage caused by Hotel Beacons GmbH or their legal representatives or vicarious agents according to the statutory provisions. In case of simple negligence, Hotel Beacons GmbH shall be liable in the event of death, physical injury or damage to health according to statutory regulations.

9.2. In addition, Hotel Beacons GmbH shall only be liable if it has violated a material contractual obligation (cardinal obligation). In these cases, the liability shall be restricted to compensation for foreseeable, typically occurring damage in terms of both the type and the amount. Cardinal obligations within the meaning of this provision, in addition to the main contractual performance obligations, also include obligations, the fulfilment of which enables the proper execution of the Contract and which the Customer can usually expect to be complied with.

9.3. For a single claim under Clause 9.2., the liability is limited to the amount paid per Contract year. In the first year of Contract, the annual remuneration is calculated based on the offer.

9.4. The liability of Hotel Beacons GmbH for compensation irrespective of culpability (Section 536 a BGB (Bürgerliches Gesetzbuch [German Civil Code])) with regard to defects existing at the conclusion of the Contract is excluded. Clauses 9.2 and 9.3 remain unaffected.

9.5. The liability of Hotel Beacons GmbH according to mandatory statutory provisions such as the Product Liability Act remains unaffected.

9.6. In other respects, the liability of Hotel Beacons GmbH is excluded.

9.7. Hotel Beacons GmbH is exempt from the obligation to perform under the Contract if and to the extent that the non-fulfilment of Services is due to the occurrence of force majeure after conclusion of the Contract.

9.8. Hotel Beacons GmbH shall not be liable for damage which results from the use of the App programmed by third parties.

10. Contract term; Termination

10.1. The Contract runs from the time it is signed by the last Party and has the fixed initial term agreed on in the offer (the "Initial Term"). The Initial Term begins on the 15th or last day of the month in which the Contract was signed, depending on which day occurs soonest after the last signature. The Parties agree a start-up phase until the start of the Initial Term ("Start-up Phase"). The entire Contract term is the result of the Start-up Phase, the Initial Term and the respective renewals.

10.2. The Contract can be terminated by either Party at the end of the Initial Term with a period of fourteen (14) days each on the 15th or on the last day of the month in which the initial term ends. If the Contract is not terminated as specified in sentence 1, it shall be renewed in each case by the Initial Term ("Renewal") and can then end with a notice period of fourteen (14) days on the 15th or last day of the month in which the Renewal ends. The Renewal shall be repeated until the Contract is terminated.

10.3. The right to terminate for good cause remains unaffected.

10.4. If the Contracting Party is in default

- with the payment of the monthly remuneration and/or a non-immaterial part of the monthly remuneration for two consecutive months, or

- with the payment of the remuneration within a period which extends over more than two months, with the amount which equals the remuneration for two months or 2/12 of the annual remuneration,

or

- the Contracting Party breaches material contractual obligations and does not remedy the breach of the obligation within a reasonable period despite a request from Hotel Beacons GmbH,

Hotel Beacons GmbH shall be entitled to terminate the Contract without notice.

10.5. Notices of termination require the written form to be valid. Qualified email is not sufficient.

11. Liability for defects

11.1. Deviations from the Services agreed in the service description are considered to be deficient performance, not non-performance. The corresponding defect rights of the Contracting Party are conclusively regulated in this Clause 0 of this Contract and in Clause 4.7 of this Contract (reduction due to the infringement of third-party property rights). Claims for defects lapse within one year from the time they arise. This does not apply to claims for damages.

11.2. Hotel Beacons GmbH provides the Services with appropriate care and expertise and in accordance with standards that are usual in the industry. However, Hotel Beacons GmbH provides no warranty that the Services are free of any errors and/or work without any interruptions. The Service Level Agreement (Appendix 4) describes the measurable standards of the Services and the rights of the Contracting Party in cases in which these standards are not met.

11.3. Hotel Beacons GmbH shall provide the Contracting Party with a replacement for defective Beacons free of charge, provided the defect or event which led to unusability is not attributable to a fault of the Contracting Party or its Authorised Persons.

11.4. Hotel Beacons GmbH shall not eliminate insignificant defects in the Apps in the next release status.

11.5. Any claims for damages by the Contracting Party are excluded from the above. The liability for compensation is based on Clause 9 of the Contract.

12. Confidentiality

12.1. Each Party shall treat all confidential information which is brought to its attention by the other Party in connection with the Contract and its implementation or other information received during the term of the Contract which by its nature is to be classified as confidential information as such and not make such information available to third parties, provided such information is not

- i. generally known by the other Party at the time it is received by the other Party, or
- ii. it is provided to the recipient by a third party without a non-disclosure obligation, or
- iii. was known to the recipient prior to receipt from the other Party or was independently developed by the recipient, or
- iv. must be disclosed based on a final judgment or legally enforceable official or judicial decision.

12.2. Third parties, as defined in Clause 12 of these Terms and Conditions, are not the companies affiliated with Hotel Beacons GmbH and subcontractors of Hotel Beacons GmbH, if they are essentially subject to a non-disclosure obligation with equivalent content to this Clause 12, or authorised Users within the scope of their access rights.

12.3. The Parties shall apply the same care in terms of keeping confidentiality as with regard to their own confidential information of similar importance. The Parties agree with each other that they have obliged their employees or persons associated with them to comply with obligations which are essentially equivalent to this confidentiality agreement, to the extent that they can obtain knowledge of confidential information from the respective other Party.

12.4. All rights to the confidential information remain with the respectively informing Party, subject to any deviating provision in this Contract. The respective recipient shall only use the confidential information provided under the Contract for the purposes and only for purposes of implementing the Contract for which they are intended. Each Party is in particular only entitled to transfer press information about the existence and content of the individual Contracts with prior written consent of the respective other Party, unless expressly agreed otherwise in writing.

12.5. The confidentiality obligations continue to exist for the duration of three (3) years after the end of the Contract.

12.6. If the Contracting Party is obliged by legal provisions or judicial order to disclose confidential information, the Contracting Party must inform Hotel Beacons GmbH immediately of this and grant Hotel Beacons GmbH the opportunity within an appropriate scope to prevent the disclosure of the confidential information.

12.7. If the Contracting Party culpably breaches the obligations regulated under Clauses 12.1 to 12.6, the Contracting Party shall pay a contractual penalty to Hotel Beacons GmbH of an amount to be determined by Hotel Beacons GmbH in individual cases, the reasonableness of which shall be reviewed by the Regional Court of Berlin in the event of a dispute.

15.3. Definitions of terms in these Terms and Conditions also apply to the other Contract components, unless they include special definitions.

13. Obligations at the end of the contractual relationship

13.1. The Contracting Party is obliged to return all Beacons, information and software components provided to Hotel Beacons GmbH immediately after termination of the Contract and, if applicable, to terminate and refrain from the sale, licensing and advertising of the Whitelabel App or Own App. The costs of termination and return shall be borne by the Contracting Party.

13.2. After termination of the contractual relationship, the Contracting Party shall have no further access to the conichi Merchant Center and information contained therein.

13.3. On written request from the Contracting Party and on payment of the corresponding payment in accordance with the price list valid at the time, Hotel Beacon shall provide the Contracting Party with the data of the Contracting Party from the conichi Merchant Center in a standard file format on a mobile data carrier or make them available for download. This does not include data which the Contracting Party is not solely and exclusively entitled to.

14. Final provisions

14.1. Changes or additions to this Contract as well as contracts and/or their appendices require the written form and must be signed by both Parties; this also applies to this written form clause itself.

14.2. If individual clauses of this Contract are or become invalid in whole or in part, any invalid provisions shall be reinterpreted, supplemented or replaced to ensure that the economic purpose pursued with the invalid provision is achieved. The same applies in the event that there are omissions in these Terms and Conditions.

14.3. This Contract sets out entitlements and obligations exclusively of the Contracting Parties; in particular, no rights of third parties are established or granted.

14.4. German law applies to the contractual relationships between the Parties with the exception of its conflict of laws and with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.5. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship between the Parties is Berlin.

15. Contract components and definitions

15.1. The following are components of the SaaS Contract:

- Offer;
- these Terms and Conditions (Appendix 1);
- Service Description (Appendix 2);
- Order Data Processing Agreement (Appendix 3)
- Service Level Agreement (Appendix 4)

15.2. In the event of contradictions between provisions in the Contract components, the components shall apply in the above order.

Hotel Beacons SaaS Contract – Order Processing Agreement (Appendix 3 to the offer)

Agreement between the Contracting Party (“**Customer**”) and Hotel Beacons GmbH (“**Contractor**”) regarding the processing of personal data on contract (“**Agreement**”). Definitions in the Terms and Conditions of in the Service Description also apply in this Agreement and the Joint Controller Contract. Definitions in this Agreement apply only to this Agreement.

PART A: Order processing

1. Object and duration of the order

1.1. Subject matter of the order

The subject matter of the order for data processing is the performance of the following tasks by the Contractor in accordance with the service description in Appendix 2 to the offer: Hotel Services (guest recognition, pre-check-in, check-out, guest targeting, invoicing and keyless access), targeting services, operation of the conichi Merchant Center, operation of the Whitelabel App and Whitelabel website, Corporate Travel Services and other services, if applicable, as described in Appendix 2 to the offer. The Contractor shall process personal data for the Customer within the meaning of Article 4 No. 2 and Article 28 GDPR on the basis of the Terms and Conditions, unless and to the extent otherwise regulated in Clause 1.2. below and part B of this Agreement.

1.2. Delineation of responsibilities

The Contractor shall operate the Conichi Guest App and is responsible for processing the personal data of its users within the scope of the responsible entity for this App. As part of the Hotel Services (guest recognition, pre-check-in, check-out) the Contractor transfers certain personal data (personal information, travel information, payment information and relevant information for the reporting certificate) to the hotel as the responsible entity, to enable the hotel to provide the Hotel Services (“**Joint Data**”). The division of responsibilities in the processing of the Joint Data is regulated in Part B of this Agreement - Joint Controller Contract.

1.3. Duration of the order

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

2. Specification of the content of the order

2.1. Scope, type and purpose

Scope, type and purpose of the collection, processing and/or use of personal data by the Contractor for the Customer are specifically described in the Service Description in Appendix 2 to the offer.

2.2. Type of data

The subject matter of the collection, processing and/or use of personal data are the following data types/categories

- Guest data (e.g. name, contact details, preferences),
- Guest visit data,
- Targeting data,
- Hotel information,
- Employee data, and
- Other data, loaded by the Contractor or its employees or Customers onto the Merchant App, the Conichi Merchant Center, the Whitelabel App or the Whitelabel website.

2.3. Group of data subjects

The group of data subjects affected by the handling their personal data within the scope of this order includes:

- Hotel Guests,
- Interested parties
- Employees, and
- Business contacts

3. Authority to instruct the Customer/Place of data processing

3.1. The data is handled exclusively within the scope of the agreements reached and according to documented instructions of the Customer (see Article 28(3)(a) GDPR). Within the scope of the order description made in this Agreement, the Customer reserves a comprehensive right to issue instructions about the type, scope and processes of data processing which it can specify through individual instructions. Changes to the subject matter of the processing and process changes must be agreed jointly and documented. Additional expenses must be compensated by the Customer on a time and material basis. The Contractor may only provide information to third parties or the data subjects after prior written consent from the Customer.

3.2. Oral instructions must be immediately confirmed by the Customer in writing or by email (in text form). To the extent that the Contractor acts as an order data processor, the Contractor uses the data for no other purposes and in particular is not entitled to pass them on to third parties. This excludes backup copies, provided they are required to ensure proper data processing, and data which are necessary with regard to compliance with statutory obligations under EU law or the law of an EU member state, and to comply with retention obligations.

3.3. The Contractor must immediately inform the Customer in accordance with Article 28(3) (2) GDPR if it believes that an instruction breaches data protection regulations. The Contractor is entitled to suspend the implementation of the corresponding instruction until it is confirmed or changed by the controller at the Customer.

3.4. The Customer's data is processed by the Contractor within the EU/EEA. Before starting the processing, the Contractor is obliged to inform the Customer of a statutory obligation of the Contractor to perform the processing of the Customer's data at another location, unless such notification is legally prohibited. The processing and/or transfer to a third country outside the territory of the EU/EEA or an international organisation requires the prior written consent of the Customer. In this case, in accordance with the legally applicable specifications as well as judicial and official interpretation of those specifications, the Contractor is also obliged to ensure an appropriate level of data protection at the place of data processing, or, at the discretion of the Customer, to grant the Customer the possibility of ensuring an appropriate level of data protection by concluding or acceding to the EU standard contract clauses.

4. Confidentiality

The Contractor guarantees that it is prohibited for the employees involved in processing personal data and other persons acting for the Contractor to process personal data outside the instruction. The Contractor also guarantees that the persons authorised to process the personal data have undertaken to maintain confidentiality or are subject to an appropriate legal secrecy obligation. The confidentiality/secretcy

obligation continues to exist even after the end of the order.

5. Technical and organisational measures

- 5.1. In its area of responsibility, the Contractor will structure the internal organisation to meet the special requirements of data protection. It will take appropriate technical and organisational measures to protect the Customer's personal data which meet the requirements of Article 32 GDPR. In particular, the technical and organisational measures must be structured in such a way to assure the confidentiality, integrity, availability and resilience of the systems and Services in connection with data processing. These technical and organisational measures are described in Appendix 1 of this Agreement. The Customer is aware of these technical and organisational measures and shall take responsibility for offering an appropriate level of protection for the risks of the data to be processed.
- 5.2. The technical and organisational measures are subject to technical progress and further development. In this respect, the Contractor is permitted to implement alternative adequate measures. The safety level of these measures must not be lower than that of the specified measures. Material changes must be documented.

6. Subcontracts

- 6.1. The involvement and/or change of subcontractors by the Contractor is generally only permitted with the consent of the Customer. The Customer agrees to the use of subcontractors as follows:
- 6.1.1. The Customer hereby already agrees to the use of the subcontractors listed in Appendix 2 of this Agreement.
- 6.1.2. The Customer agrees to the use or change of additional subcontractors, provided the Contractor informs the Customer of the use or change in writing (email is sufficient) thirty (30) days before starting the data processing. The Customer can object to the use of a new subcontractor or the change. If there is no objection within the deadline, approval for use or for the change is deemed to be given. The Customer acknowledges that in certain cases the service can no longer be provided without the use of a specific subcontractor. In these cases, each Party is entitled to terminate without complying with a notice period. If there is a good data protection reason for the objection, and if it is not possible to find a mutually agreeable solution between the Parties, the Customer shall be granted the right to extraordinary termination.
- 6.2. The Contractor must arrange the contractual agreements with the subcontractor(s) in such a way that they contain the same data protection obligations as agreed in this order, taking into account the type and scope of data processing within the framework of the subcontract. The commitment of the subcontractor must be set out in writing or in electronic format.
- 6.3. Ancillary services that the Contractor uses from third parties to support the performance of the order shall not be deemed to be subcontractor relationships within the meaning of this provision. These include, for example, telecommunications services, maintenance and user service, cleaners, auditors or the disposal of data media. However, the Contractor is obliged to ensure the protection and security of the Customer's data and, in the case of ancillary services outsourced to third parties, also to reach appropriate and legally compliant contractual agreements in accordance with the law and to adopt supervisory measures.

7. Rights of data subjects

- 7.1. The Contractor shall support the Customer to the extent of its possibilities in responding to the requests and claims of data subjects in accordance with Chapter III GDPR.
- 7.2. The Contractor must only provide information about the data that are processed under contract on instruction from the Customer, to correct these data, or to restrict the data processing accordingly. If a data subject contacts the Contractor directly for the purpose of information, correction or erasure of his or her data or to restrict the data processing, the Contractor must immediately forward this request to the Customer.

8. Contractor's duties of cooperation

- 8.1. The Contractor shall support the Customer in compliance with the obligations specified in Articles 32 to 36 GDPR for the security of personal data, reporting obligations for data breaches, data protection follow-up assessments and prior consultations.
- 8.2. With regard to any of the Customer's reporting and notification obligations under Articles 33 and Art. 34 GDPR, the following applies: The Contractor is obliged (i) to inform the Customer about the breach of the protection of personal data immediately and (ii) to support the Customer suitably in the event of such a breach in accordance with Article 33 and 34 GDPR (Article 28 (3) sentence 2, f) GDPR). Notifications according to Articles 33 or 34 GDPR (messages and notifications in case of breach of the protection of personal data) for the Customer may only be made after prior instruction in accordance with Clause 3 of this Agreement.
- 8.3. If the Customer has message or notification obligations in the event of a security incident, the Contractor undertakes to support the Customer at its own expense.

9. Contractor's other obligations

- 9.1. If prescribed by law, the Contractor shall appoint a data protection officer who shall newly exercise his or her activity in accordance with Articles 38 and 39 GDPR, Section 38, 6 BDSG. The data protection officer's contact details will be communicated to the Customer for the purpose of direct contact upon request.
- 9.2. The Contractor shall inform the Customer immediately about supervisory actions and measures by the Supervisory Authority in accordance with Article 58 GDPR. This also applies if a competent authority is determined by the Contractor in accordance with Article 83 GDPR.
- 9.3. The Contractor shall ensure the implementation of the order control by means of regular tests by the Contractor with regard to the execution or fulfilment of the Contract, in particular compliance with and necessary adjustment of regulations and measures to implement the order.

10. Customer's information and verification rights

- 10.1. The Customer has the right to request the information required in accordance with Article 28 (3)(h) GDPR for proof of compliance with the agreed obligations of the Contractor and to carry out checks in consultation with the Contractor or to have them carried out by the investigators to be appointed in individual cases.
- 10.2. The Parties agree that the Contractor is entitled to submit meaningful documentation to the Customer to prove compliance with its obligations and implementation of the technical and organisational measures. Meaningful documentation can be provided by submitting a current test certificate, independent examples of reports or report extracts (e.g. auditors, appeal, data protection officer), a suitable certification by IT security or data protection audit (e.g. according to ISO 27001) or a certification approved by the competent regulatory authorities.
- 10.3. The Customer's right to carry out on-site checks is not affected by this. However, the Customer shall weigh up whether an on-site check is still required after submission of meaningful documentation, in particular, taking into account the maintenance of the proper operation of the Contractor.
- 10.4. The Customer has the right to be convinced of the compliance with this Agreement by the Contractor in its business operations through random checks which are usually to be reported in a timely manner. The Contractor undertakes to provide the Customer with the information required to ensure its obligation to check the order and to make the corresponding proof available.

11. Erasure of data and return of data carriers

At the discretion and request of the Customer, at the latest at the end of the Contract, the Contractor must return to the Customer all documents that have come into its possession, processing and usage results that have been prepared and data stocks which are related to the contractual relationship, or to destroy such data with prior consent in accordance with data protection regulations. The same applies to test and scrap material. The record of the erasure must be submitted upon request.

Documentation that is used to prove that data processing was carried out properly in accordance with the order must be stored by the Contractor in accordance with the respective retention periods beyond the end of the Contract. To ease the burden for the Contractor, it may transfer them to the Customer at the end of the Contract.

12. Liability

The liability of the Parties under this Agreement is governed by the liability provisions in Clause 9 of the Terms and Conditions.

13. Directory

The contract processor contributes to the management of the directory of processing activities (Article 30 GDPR).

information, Payment information and relevant information for the reporting certificate) from the Conichi guest app, to enable the hotel to provide its hotel services towards the guest ("Joint Data").

3. **Joint responsibility** In the context of processing the Joint Data in connection with the provision of the Hotel Services (pre-check-in, check-in and check-out), the Parties are the Joint Controllers within the meaning of Article 26 GDPR. The responsibilities are divided as follows: The Contractor is responsible for data processing within the scope of the Guest App. The Customer is responsible for data processing after transmission by the Contractor to the Customer, even if Joint Data are then processed by the Contractor under the Order Processing Agreement in accordance with Part A.
4. **Term of joint responsibility** Joint responsibility begins with the transmission of the respective Guest data to the Customer during pre-check-in or check-in and ends with the execution of the check-out by the respective Guest.
5. **Obligations of the Parties** Each Party shall observe the obligations arising from the applicable data protection law, in particular the GDPR, in particular also the information obligations to the Guests in accordance with Articles 13 and 14 GDPR, as part of their responsibility. Each Party is obliged to make this Part B of the Agreement available to Guests and other persons concerned on request.
6. **Erasure of the Joint Data** The Customer is obliged to erase any Joint Data of the Guest saved after check-out in accordance with the statutory requirements.
7. **Mutual information obligations** In the case of requests from data subjects, authorities, courts or other third parties or in the case of data or security leaks, the Parties shall inform themselves immediately if and the extent to which this processing concerns the processing as Joint Controllers. The Parties are obliged to support each other if this is necessary to respond to the respective request or to resolve the situation.
8. **Limitation of liability** The limitation of the liability of the Parties during their joint responsibility in the internal relationship arising from this Agreement is governed by the liability provisions in Clause 9 of the Terms and Conditions.
9. **Changes to the Joint Controller Contract** If changes to the Joint Controller Contract become necessary as a result of official recommendations or court judgments, the Parties shall agree to the relevant changes as quickly as possible. If the changes are only of a clarifying nature or do not affect the rights of the Customer under this Agreement, it is sufficient if the Contractor makes these changes and informs the Customer; the changes shall then apply two (2) weeks after the notification is sent unless the Customer objects.

PART B: Joint Controller Contract

The following regulations apply to data processing in connection with the Contractor's "Hotel Services":

1. **Data of the Guest App** The Contractor operates the Conichi Guest App and is responsible for processing the personal data of its users within the scope of this app, as described in the Privacy Policy for Guests at conichi.com.
2. **Joint Data** The Contractor shall transfer to the Customer as the responsible entity within the scope of the following Hotel Services: pre-check-in, check-in, and check-out certain personal data (travel

Appendix 1 to the Order Processing Agreement (Part A):

Technical and organisational measures in accordance with Article 32 GDPR.

As contract processor for the Customer, the Contractor has implemented the following technical and organisational security measures in order to ensure the ongoing confidentiality, integrity, availability and reliability of the processing systems and services:

13. Confidentiality

The Contractor has taken the following technical and organisational safety precautions, in particular to ensure the confidentiality of the processing systems and services:

- The Contractor processes all customer data at European server sites operated by industry-leading cloud service providers offering highly developed measures for protection against unauthorised access to data processing systems (in particular telephones, database and application servers and associated hardware). These measures include:
 - a multi-layered security model, comprising security precautions such as tailor-made electronic access cards, alarms, vehicle access barriers, fences, metal detectors and biometrics, as well as equipment in the floor of the data centre with laser beam break-in detection;
 - data centres are monitored around the clock by high-resolution interior and exterior cameras which can recognise and track the unauthorised persons;
 - access logs, activity records and camera recordings are available in the event of a break-in;
 - data centres are also routinely monitored by experienced security personnel who have passed through the strict background checks and training;
 - access to the floor of the data centre is only possible via a safety corridor, which allows a multi-stage access control using security identification and biometrics; only authorised employees with certain roles can enter.
- The Contractor takes appropriate measures to prevent its data processing systems from being used by unauthorised persons. This is achieved by:
 - automatic timeout of the user terminal when it remains idle, identification and password required for the new access;
 - issuing and backup of identification codes to the Contractor's online platform requiring two-factor authentication for all users;
 - Customers can define individual user accounts with authorisations for all Contractor resources;
 - encryption according to industry standard and requirements for passwords (minimum length, use of special characters, etc.); and
 - all access to data contents are logged, monitored and tracked.
- Employees of the Contractor who are entitled to use its data processing systems can only access personal data within the framework and scope which is covered by their respective access authorisation (Authorisation). In particular, the access rights and levels are based on the function and role of the employees, using the concepts of the lowest privileges and the need for knowledge, in order to adapt the access rights to defined responsibilities. This is achieved by:

- employee policy and training;
- effective and appropriate disciplinary measures against persons accessing personal data without authorisation;
- limited access to personal data only for authorised persons;
- encryption according to industry standard and
- guidelines for checking the storage of backup copies.

13. Integrity

The Contractor has implemented the following technical and organisational security measures in order to ensure the integrity of the processing systems and services:

- The processor meets suitable measures to prevent personal data from being read, copied, changed or erased by unauthorised persons when transmitting or transporting data carriers. This is achieved by:
 - the use of state-of-the-art firewall and encryption technologies to protect gate paths and pipelines through which the data flows;
 - encryption according to industry standard and
 - avoiding the storage of personal data on portable storage media for transport purposes and on company laptops or other mobile devices.
- The Contractor does not access any Customer contents, unless this is necessary to provide the Customer with the products selected by it and professional services. The Contractor does not access Customer content for other purposes. Accordingly, the Contractor does not know what contents Customers store on their systems and cannot distinguish between personal data and other content, so the Contractor treats all Customer contents equally. In this way, all Customer contents benefit from the same high security measures of the Contractor, regardless of whether this content contains personal data or not.

13. Availability

- The Contractor has implemented the following technical and organisational security measures, in order to ensure the availability of processing systems and services:
 - The processor meets suitable measures to ensure that personal data is protected from unintentional destruction or loss. This is achieved by:
 - redundancy of infrastructure;
 - guidelines, which prohibit permanent local (workplace) storage of personal data; and
 - implementation of regular data backups.

4. Resilience

- The Contractor has implemented the following technical and organisational security measures, in particular to ensure the reliability of the processing systems and services:
- The Contractor shall implement penetration tests and weak point evaluations, including automatic review of system and application security on systems which are used for data processing. The Contractor takes appropriate steps to avoid interruption of the Services provided.
- The Contractor maintains guidelines and procedures to evaluate and control the risks associated with the implementation of changes to its Services.

- The Contractor maintains an inventory of all IT assets which are used for processing activities. In this context, the Contractor continuously monitors the status and availability of the processing activities.
- The Contractor evaluates the processing activities for business continuity and disaster recovery requirements. These include defined, documented, maintained and validated business continuity and disaster recovery plans which correspond to the usual industry procedures.
- The Contractor regularly creates backups of systems which contain personal data, ensures that at least one backup destination is at a separate location from the production systems, encrypts backup data stored on portable backup media, and checks the integrity of the backup process through regular data recovery tests.

Appendix 2 to the Order Processing Agreement

Approved subcontractors

#	Name	Address	Area of application under the Contract
1	Google Inc.	Google Ireland Limited Gordon House, Barrow Street, Dublin 4, Ireland	Google services, including G Suite and Google Analytics
2	Amazon Web Services, Inc. (EC2 Availability Zones: 3)	Amazon Web Services, Inc. 410 Terry Avenue North Seattle WA 98109 United States	EU Data Centre
3	Dropbox	Dropbox, Inc. 333 Brannan Street San Francisco, CA 94107 United States	File Hosting Service
4	SumUp Ltd.	SumUp Payments Limited 32 - 34 Great Marlborough St W1F 7JB London UK	Payment Provider
5	Salesforce	salesforce.com Germany GmbH Erika-Mann-Str. 31 80636 Munich Germany	CRM
6	Client success	13 South 740 East, Suite 2 American Fork, Utah 84003	CRM
7	MailChimp/Mandrill	The Rocket Science Group, LLC 675 Ponce de Leon Ave NE Suite 5000 Atlanta, GA 30308 United States	Newsletter Mailing
7	Zendesk	Zendesk's European Representative: Zendesk International Ltd. Attn: Rachel Tobin, Senior Corporate Counsel 1 Grand Parade Dublin 6 D06 R9X8 Ireland	Service Centre Software

Berlin, August 2018

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

This **Service Level Agreement (“SLA”)** is an appendix to the Hotel Beacons SaaS Contract between Hotel Beacons GmbH and the Contracting Party (“**SaaS Contract**”). Unless otherwise defined in this SLA, the terms used below each have the meaning assigned to them in the SaaS Contract.

1. Service Levels

Hotel Beacons GmbH provides the Services in accordance with the Service Levels. The Service Levels enable the Contracting Party 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:

<ul style="list-style-type: none"> System Availability (conichi Merchant Center) per month [average availability] 	
<ul style="list-style-type: none"> Service Level 	<ul style="list-style-type: none"> 99.9% Availability
<ul style="list-style-type: none"> Calculation 	<p>The Availability is calculated as follows:</p> $\text{System Availability (\%)} = \frac{\text{Monthly Total Time - Unplanned Downtime}}{\text{Monthly Total Time}}$ <p>“Availability” is the ability of the Contracting Party to access the functions of the conichi Merchant Center as agreed in the Contract.</p> <p>“Planned Downtime” is the total time (in minutes) in a calendar month when the conichi Merchant Center is unavailable due to scheduled system maintenance or other planned downtimes. Hotel Beacons GmbH makes all reasonable efforts to perform the scheduled system maintenance between 1:00 and 5:00 CEST/CST and to give notice of this system maintenance with a reasonable period of time.</p> <p>“System Availability” with regard to Availability in a calendar month, is the ratio expressed as a percentage resulting from the subtraction of the unplanned downtime this month from the Monthly Total Time in this month and the subsequent division of the resulting difference by the Monthly Total Time in this month (see formula above).</p> <p>“Monthly Total Time” includes all minutes of the relevant calendar month during the term of the SaaS Contract.</p> <p>“Unplanned Downtime” is the total time (in minutes) of non-availability in a calendar month without the Planned Downtime and without downtime as a result of circumstances outside the control of Hotel Beacons GmbH. These circumstances include, in particular: (i) breaches of provisions of the Contract by the Contracting Party, (ii) non-compliance with provisions of this SLA by the Contracting Party, (iii) incompatibility of equipment or software of the Contracting Party with the agreed requirements regarding the use of Services, including the requirements presented in the access logs, (iv) inadequate or insufficient performance of the systems or equipment of the Contracting Party, (v) use of Services by the Contracting Party that considerably exceeds the agreed volume, or (vi) force majeure (as defined in the SaaS Contract).</p>
<ul style="list-style-type: none"> Measuring point 	<ul style="list-style-type: none"> conichi Service - Handover point for conichi Merchant Center
<ul style="list-style-type: none"> Measurement time 	<ul style="list-style-type: none"> Calendar month during the term of the SaaS Contract

2.2 Support services during Unplanned Downtime

<ul style="list-style-type: none"> Support services per month [average availability] 									
<ul style="list-style-type: none"> Service Level 	<ul style="list-style-type: none"> For Unplanned Downtime, the following 24/7 support for support requests that are addressed to Hotel Beacons GmbH will be provided at support@conichi.com. <table border="1"> <thead> <tr> <th>Classification</th> <th>Identification of the problem and confirmation of the identification to Contracting Party (response time)</th> </tr> </thead> <tbody> <tr> <td>1 (urgent)</td> <td>2 hours</td> </tr> <tr> <td>2 (medium)</td> <td>4 hours</td> </tr> <tr> <td>3 (low)</td> <td>Within 2 working days</td> </tr> </tbody> </table>	Classification	Identification of the problem and confirmation of the identification to Contracting Party (response time)	1 (urgent)	2 hours	2 (medium)	4 hours	3 (low)	Within 2 working days
Classification	Identification of the problem and confirmation of the identification to Contracting Party (response time)								
1 (urgent)	2 hours								
2 (medium)	4 hours								
3 (low)	Within 2 working days								
<ul style="list-style-type: none"> Calculation 	<p>The Parties shall inform each other immediately after identifying a problem.</p> <p>Classification of problems:</p> <table border="1"> <thead> <tr> <th>Classification</th> <th>Criterion</th> </tr> </thead> <tbody> <tr> <td>Level 1 (urgent)</td> <td>Software, App or other service is not available at all.</td> </tr> <tr> <td>Level 2 (medium)</td> <td>Software, App or other service is available, however, use is restricted.</td> </tr> <tr> <td>Level 3 (low)</td> <td>Software, App or other service is available; however, use is limited to a certain extent.</td> </tr> </tbody> </table> <p>Classification and fees:</p> <p>The Contracting Party shall inform Hotel Beacons GmbH of the problem indicating the associated classification (see table above). Regardless of this, within the scope of this Service Level the final classification of the problem by Hotel Beacons GmbH determines the appropriate steps (step 1, 2 or 3 as specified in table). If the Contracting Party reports a problem twice during the term of the SaaS Contract, with a higher level (classification) than is subsequently determined by Hotel Beacons GmbH, Hotel Beacons GmbH must reimburse the Contracting Party for the expenditure for the classification of the respective problem on a time and material basis for all future problem reports.</p>	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, however, use is restricted.	Level 3 (low)	Software, App or other service is available; however, use is limited to a certain extent.
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Level 3 (low)	Software, App or other service is available; however, use is limited to a certain extent.								
<ul style="list-style-type: none"> Qualification 	<p>Support steps*:</p> <p>Step 1 - Identification: Hotel Beacons GmbH confirms that the problem exists, starts collecting information and performs an analysis.</p> <p>Step 2 - Interim solution: Hotel Beacons GmbH handles the problem and provides an interim solution if possible and as soon as possible, so that the relevant service is at least partially available.</p> <p>Step 3 - Problem solution: Hotel Beacons GmbH provides a final solution for the problem so that the relevant service is completely available again.</p> <p>* Support steps 2 and 3 are not offered as a Service Level</p>								
<ul style="list-style-type: none"> Measurement time 	<ul style="list-style-type: none"> Per incident 								

3. Rights in the event of non-compliance

3.1 General In the event of Unplanned Downtime, Hotel Beacons GmbH shall undertake economically reasonable efforts to remedy Unplanned Downtime within a reasonable period of time.

3.2 Service credits If Hotel Beacons GmbH fails to meet the Service Level shown under Clause 2 of this SLA for a Service, the Contracting Party has the right to the service credits listed below (“**Service Credits**”), whereby the Service Credits for Unplanned Downtime are a maximum 5% of the total charges which have been paid by the Contracting Party at Hotel Beacons GmbH for all Services provided in the respective service month.

System Availability conichi Merchant Center	Service Credit (% 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 Service Credits. To receive a Service Credit, the Contracting Party must claim this credit note in writing from Hotel Beacons GmbH within five (5) working days after receipt of the Service Level Report for the period for which the Contracting Party is requesting the Service Credit. This written claim from the Contracting Party must provide precise information on the days, times and duration of each Unplanned Downtime claimed by the Contracting Party. If Hotel Beacons GmbH accepts the written claim of the Contracting Party for a Service Credit after a review, Hotel Beacons GmbH communicates to the Contracting Party that the relevant Service Credit is offset with the remuneration paid by the Contracting Party for Services in the next monthly invoice for the Services. Service Credits cannot be credited retrospectively. If the Contracting Party does not claim a Service Credit in time, its claim to a Service Credit expires for the respective month. Service Credits to be paid by the Contracting Party are offset against any claims for damages by the Contracting Party due to the non-compliance with the Service Level.

4. Measurement and report

4.1 System monitoring and measurement: Hotel Beacons GmbH shall ensure continuous monitoring of the Service Levels. All measurements of the Service Levels take place on a monthly basis for each calendar month during the term of the SaaS Contract.

4.2 System performance reports: At the request of the Customer, Hotel Beacons GmbH shall provide monthly reports on the measurements of Unplanned Downtime and the calculation of System Availability for the relevant previous month. If the Contracting Party has complaints regarding a measurement or other information listed in this report, it must inform Hotel Beacons GmbH in writing within five (5) calendar days after receipt of the report; the accuracy of the report shall be considered sufficient if no such notification is made by the Contracting Party. Any such notification must specify the measurements complained about and describe the type of complaint in detail. Hotel Beacons GmbH and the Contracting Party undertake to settle such disagreements with regard to the Service Levels and/or associated measurements as far as possible and promptly in mutual agreement.

5. Requirements to be met by the Contracting Party

5.1 Minimum system requirements: The service standards listed in this SLA require the Contracting Party, if applicable, to meet the minimum system requirements listed by Hotel Beacons GmbH in the *Service Description (Appendix 2 to the SaaS Contract)* or otherwise listed in the Contract.

5.2 Additional obligations of the Contracting Party: Unless otherwise agreed between the Parties in the *Service Description (Appendix 2 to the SaaS Contract)* or a separate written agreement, the Contracting Party is responsible for (i) the maintenance and support of the computer networks, servers, software and equipment that are used for the Services or used by services for this maintenance and support, (ii) the correct configuration of the systems of the Contracting Party in accordance with the access logs and (iii) the Internet connection for access to the Services.

5.3 Report on Unplanned Downtime: In the event of Unplanned Downtime, the Contracting Party must notify Hotel Beacons GmbH immediately. The start of an Unplanned Downtime is the time when Hotel Beacons GmbH receives the detailed notification from the Contracting Party, or the time when Hotel Beacons GmbH first becomes aware of the Unplanned Downtime.

5.4 Consequences of non-performance by the Contracting Party: Hotel Beacons GmbH is released from performance of its obligations listed in this SLA if it is unable to perform these obligations in whole or in part because the Contracting Party has not met the contractually agreed requirements or other cooperation obligations.