

GENERAL TERMS AND CONDITIONS

§ 1 Scope and Subject Matter of the Agreement

The subject matter of this agreement is the provision of the software-as-a-service application "ibelsa.rooms" (consisting of the modules and/or services ordered in each case) as described in these terms and conditions, in particular in § 3 below and Annex 1 – Functional Description, including provision of storage space for the data generated in the course of using ibelsa.rooms (hereinafter referred to as "APPLICATION").

The APPLICATION provides a booking system for accommodation businesses, enabling them to process their bookings and the resulting internal processes entirely via the APPLICATION.

Provider of the APPLICATION and contractual partner of the person or company registering to use the APPLICATION ("CLIENT") is ibelsa GmbH, as specified in the legal notice ("PROVIDER "). All services provided by the PROVIDER are subject to these general terms and conditions ("GENERAL TERMS AND CONDITIONS"). Once accepted by the CLIENT, these GENERAL TERMS AND CONDITIONS shall apply to all future business relationships between the CLIENT and the PROVIDER in connection with the CLIENT's temporary use of the APPLICATION, unless otherwise expressly agreed between the CLIENT and the PROVIDER.

Capitalised terms shall have the meanings ascribed to them in the respective section of these GENERAL TERMS AND CONDITIONS listed below.

APPLICATION, 1	ONGOING SERVICES, 19
APPLICATION DATA, 4	PROVIDER, 1
BUSINESS DAYS, 9	PROVIDER MATERIALS, 13
CARDINAL OBLIGATIONS, 16	SERVER, 3
CLIENT, 1	TERM, 17
CLIENT MATERIALS, 13	TRANSITION PERIOD, 19
DEFECT, 7	TRANSITION SUPPORT SERVICES, 18
FREEPLAN, 2	TRIAL PERIOD, 2
GENERAL TERMS AND CONDITIONS, 1	TSS, 23
INDEX, 10	USER, 3
INTELLECTUAL PROPERTY RIGHTS, 13	

Any individual agreements between the parties that deviate from these GENERAL TERMS AND CONDITIONS shall take precedence over these GENERAL TERMS AND CONDITIONS. In the absence of such individual agreements, the more specific provision shall take precedence over the more general provision.

§ 2 Conclusion of the Agreement

(1) Test Period

- (a) An agreement on the trial version of the APPLICATION is concluded when (i) a CLIENT completes the registration form on the PROVIDER's website under the "test ibelsa" tab, accepts these GENERAL TERMS AND CONDITIONS and clicks on the "Register now!" button; and (ii) the PROVIDER subsequently confirms the registration and sends a registration link.
- (b) After registering for the test version, the CLIENT may use the test version of the APPLICATION in full free of charge during a test period ("TEST PERIOD"). The TEST PERIOD ends at the earlier of the following two points in time: (i) as soon as the CLIENT enters their payment details in the APPLICATION and clicks on the "Submit" button; or (ii) if the CLIENT does not enter payment details, at the latest after expiry of the duration of the TEST PERIOD specified on the ibelsa website under the "test ibelsa" tab at the time of conclusion of the CLIENT's agreement after registration of the CLIENT.

(2) FREEPLAN

If the CLIENT has not entered their payment details by the end of the TEST PERIOD, the PROVIDER will switch the CLIENT to the "FREEPLAN " after expiry of the duration of the TEST PERIOD as specified on the ibelsa website under the "test ibelsa" tab at the time the CLIENT concludes the agreement. In the FREEPLAN, the functions of the APPLICATION are only available to the CLIENT to a limited extent. The CLIENT will continue to have access to the APPLICATION and the APPLICATION DATA but will only be able to make two bookings per day. While using the APPLICATION under the FREEPLAN, the CLIENT may, at any time, select a billing period and enter payment details in order to use the APPLICATION in full for a fee (see§ 2(1)(b) above and§ 2(3) below).

(3) Paid Version

An agreement on the paid and full use of the APPLICATION is concluded when a CLIENT who uses the APPLICATION in the TEST PERIOD or in the FREEPLAN (e.g., after expiry of the TEST PERIOD or termination of the paid version), selects a billing model via the APPLICATION, enters payment details and clicks on the "Submit" button, and the PROVIDER activates the paid version for the CLIENT. Unless expressly agreed otherwise between CLIENT and PROVIDER, all payments shall be made in accordance with § 2(4) and § 7 below.

If the CLIENT does not use the APPLICATION during the TEST PERIOD or under the FREEPLAN, they must first register (again) in order to conclude an agreement on the paid version by entering their payment and billing details.

(4) Number of Rooms

- (a) Notwithstanding any deviating information regarding the CLIENT's number of rooms provided by the CLIENT in the registration form or content of an offer created for the CLIENT by the PROVIDER, the basis for calculating the fees to be paid after the end of the TEST PERIOD shall be the number of rooms that the CLIENT has recorded in the APPLICATION at the time the TEST PERIOD ends, unless expressly agreed otherwise between the CLIENT and the PROVIDER.

- (b) The CLIENT may change the CLIENT's number of rooms in the APPLICATION at any time, including during an ongoing TERM. An increase in the number of rooms shall take effect automatically upon such change by the CLIENT. If the number of rooms is increased during an agreed TERM, the PROVIDER shall invoice the fees for the additional rooms on a pro rata basis from the date of the increase until the end of the respective TERM. If the number of rooms is reduced during an agreed TERM, no refund (whether proportional or otherwise) of the fees already paid for the relevant TERM shall be made.

(5) Registration, Access and USERS

- (a) Immediately after conclusion of the agreement and registration of a CLIENT, the PROVIDER shall provide the CLIENT with the CLIENT's account, administrative access to the authorization system, and the hotel PIN required for authentication with the PROVIDER.
- (b) Subject to these GENERAL TERMS AND CONDITIONS, in particular § 4 and § 8, the CLIENT is entitled to use its administrative access to assign any number of user accounts with such user authorizations as the CLIENT deems necessary to natural persons within the CLIENT's organization, enabling such persons to use the APPLICATION via the CLIENT's access (each such person, a "USER").
- (c) The organization, assignment, and administration of user accounts and user authorizations to USERS via the administrative account shall be the sole responsibility of the CLIENT. In particular, the CLIENT is responsible for that it assigns to each USER only those authorizations necessary for such USER's work.

§ 3 Provision of the APPLICATION

- (1) From the date of conclusion of the agreement, the PROVIDER shall provide the APPLICATION to the CLIENT on one or more central data processing systems (hereinafter referred to as "SERVER") accessible for the CLIENT via the Internet using a browser in accordance with these GENERAL TERMS AND CONDITIONS and the agreements between the parties.

- (2) The essential functionalities of the APPLICATION are described in **Annex 1 – Functional Description** attached to these GENERAL TERMS AND CONDITIONS.

(3) Interfaces

- (a) At the request of the CLIENT via the APPLICATION, the PROVIDER shall set up, at the CLIENT's expense, technical interfaces of the APPLICATION for the CLIENT, via which the CLIENT can connect the APPLICATION to third-party systems and services, or provide the CLIENT with an API key by means of which the CLIENT can set up further interfaces to third-party services, provided that there are no objective reasons (such as the IT security of the APPLICATION) to the contrary. The PROVIDER shall inform the CLIENT in advance of any conflicting objective reasons or any additional costs incurred for setting up an interface.

- (b) The CLIENT shall decide at its own responsibility which interfaces to which third-party providers it requests from the PROVIDER or sets up and uses itself. The selection, configuration and activation of interfaces are the responsibility of the CLIENT. The PROVIDER does not check the selection or admissibility of the interfaces set up by the CLIENT.
 - (c) If the PROVIDER provides technical interfaces to third-party systems at the CLIENT's request, the PROVIDER shall be responsible for providing a functional interface, i.e., the technical connection between the systems.
 - (d) The CLIENT shall be responsible for the mapping, in particular the correct and complete assignment of data, fields and processes between the APPLICATION and the third-party service. If expressly agreed between the CLIENT and the PROVIDER, the PROVIDER shall support the CLIENT in the mapping to third-party providers. In this case, the CLIENT remains responsible for implementing the PROVIDER's suggestions and instructions and for ultimately making the mapping settings; in particular for any errors, malfunctions or damage resulting from (i) the CLIENT not implementing, only partially implementing or incorrectly implementing the instructions or suggestions provided by the PROVIDER, or (ii) the CLIENT making subsequent changes to the mapping, data structures or interface parameters.
 - (e) The CLIENT decides at its own responsibility which data is to be received and transmitted via an interface. The PROVIDER does not check the selection or admissibility of the data transmitted by the CLIENT via an interface and shall not check such data in particular for consistency, completeness, accuracy and timeliness.
 - (f) Any third parties provide their systems and services at their own responsibility and on the basis of their own contract terms. The provision, functions, functionality and availability of such third-party systems are governed by the agreements between the CLIENT and the respective third party.
 - (g) The PROVIDER shall not be obliged to make adjustments to interfaces provided as part of the APPLICATION in the event that third-party interfaces are modified or changed.
 - (h) If the CLIENT requests a technical interface between the APPLICATION and a specific third-party system, the PROVIDER shall be entitled to transmit the CLIENT's API key required for this purpose to the relevant third-party provider. The API key shall be transmitted exclusively for the purpose of providing the technical interface selected by the CLIENT, only to the extent necessary for this purpose, to the third-party provider designated for this purpose. The transmission shall be carried out using secure transmission methods, and the API key shall be visible to the third-party provider only once.
- (4)** Upon conclusion of the agreement, the PROVIDER shall provide the necessary storage space on the SERVER for data generated by the CLIENT through use of the APPLICATION and/or data required for use of the APPLICATION (hereinafter referred to as "APPLICATION DATA").

- (5) The point of delivery for the APPLICATION and the APPLICATION DATA shall be the router output of the PROVIDER's data centre.
- (6) The PROVIDER shall make the APPLICATION available to the CLIENT at the point of delivery with an average availability of at least 99.5% on a monthly average, calculated on a 24/7/365 basis. Maintenance and updates carried out in accordance with § 5(14) below shall be deemed to constitute periods of availability.
- (7) The PROVIDER shall be entitled to engage third parties to perform its obligations under this agreement.
- (8) Unless expressly agreed otherwise between the CLIENT and the PROVIDER, the PROVIDER shall not be obliged to adapt the APPLICATION to the individual needs or IT environment of the CLIENT.

§ 4 Rights of Use

(1) Rights to Use the APPLICATION

- (a) During to the term of the contractual relationship between CLIENT and PROVIDER, the PROVIDER hereby grants to the CLIENT a non-exclusive, non-sublicensable and non-transferable right to use the APPLICATION, subject to and in accordance with this GENERAL TERMS AND CONDITIONS, in particular, the provisions set out below.
- (b) The CLIENT may use the APPLICATION exclusively for its own internal business purposes by the CLIENT's own personnel.
- (c) If the PROVIDER releases new versions, updates, upgrades or other new deliveries with regard to the APPLICATION during the total term of the contractual relationship between CLIENT and PROVIDER, this § 4(1) shall also apply to these.
- (d) The CLIENT shall not be entitled to any rights to the APPLICATION that are not expressly granted to the CLIENT above.
- (e) In particular, the CLIENT is not entitled to
 - i. make changes to the APPLICATION;
 - ii. permit third parties to use the APPLICATION, use it for the benefit of third parties, or otherwise make it available to third parties;
 - iii. reproduce, sell, or temporarily transfer the APPLICATION, including by way of rental or loan; or
 - iv. copy, manipulate, create derivative works from, decompile, reverse engineer, or otherwise attempt to derive the source code or underlying ideas and algorithms of the APPLICATION, or circumvent any security mechanisms or access restrictions of the APPLICATION.

(2) Suspension of the APPLICATION, deletion of APPLICATION DATA

- (a) Upon prior notice to the CLIENT in text form, the PROVIDER shall be entitled to suspend the CLIENT's access to the APPLICATION or the APPLICATION DATA, in whole or in part (including to an interface), if (i) the CLIENT not only insignificantly violates its obligations set out in § 8 below or otherwise uses the APPLICATION uses the APPLICATION not only insignificantly violating these GENERAL TERMS AND CONDITIONS, in particular § 4(1), and such violation can be demonstrably remedied by such suspension; (ii) necessary to ensure the security of the APPLICATION (e.g. against manipulation by third parties); (iii) there is a reason for immediate, extraordinary termination for good cause ("*aus wichtigem Grund*"); or (iv) required by mandatory applicable law or a legally binding and enforceable order of a competent court, a competent authority or another public law institution vested with sovereign powers. To the extent technically feasible, the PROVIDER shall limit any suspension to the part of the APPLICATION required and shall only maintain the suspension for as long as is reasonably necessary and the circumstances that led to the suspension continue to exist. To the extent permitted by applicable law and reasonable for the PROVIDER in the individual case at the PROVIDER's discretion, the PROVIDER shall inform the CLIENT in text form prior to a suspension and shall set the CLIENT a reasonable grace period to take measures to avoid a suspension.
- (b) Even in the event of a justified suspension, the CLIENT remains obliged to pay the agreed fees.
- (c) For the avoidance of doubt, the consequences of a delay in payment by the CLIENT are governed by § 7(2)(h) below. A delay in payment does not constitute grounds for suspension under this § 4(2).
- (d) If the CLIENT stores, processes or transmits illegal content in the APPLICATION contrary to these GENERAL TERMS AND CONDITIONS, the PROVIDER is entitled to delete such data or APPLICATION DATA after giving prior notice in text form and expiry of a reasonable period.
- (e) In the event that a CLIENT'S USERS use the APPLICATION in violation of applicable law or these GENERAL TERMS AND CONDITIONS, the CLIENT shall, upon request, immediately provide the PROVIDER with all information necessary to assert claims against the USER, in particular their name and address, to the extent permitted by law.
- (f) If the CLIENT materially breaches these GENERAL TERMS AND CONDITIONS on a repeated basis, the PROVIDER may terminate the contract extraordinarily in accordance with § 14(5) below .

(3) Rights to Databases

If and to the extent that databases are created on the PROVIDER's SERVER as a result of the CLIENT's use of the APPLICATION within the scope of the agreement, all rights to the data contained therein and to such databases shall vest in the CLIENT. This shall also apply to the period after termination of the agreement between the PROVIDER and the CLIENT.

§ 5 Warranty, Updates, Maintenance and Support

- (1)** The PROVIDER guarantees the functionality and availability of the paid version of the APPLICATION throughout the term of the contractual relationship as described in § 3 above and will maintain the APPLICATION in a condition suitable for contractual use.
- (2)** A defect in quality exists if the APPLICATION is unavailable or unusable, or is not available or usable as contractually agreed, and/or the contractual use of the APPLICATION is impaired to a more than insignificant extent, in particular if
 - the APPLICATION is completely unavailable and/or unusable (system failure);
 - the agreed functionalities of the APPLICATION are not available and/or usable, in whole or in part, or are not available and/or usable as agreed; or
 - other malfunctions or errors occur during the use of the APPLICATION which impair the contractual use to a not insignificant extent,("DEFECT").
- (3)** Unless set out otherwise in these GENERAL TERMS AND CONDITIONS below or otherwise expressly agreed between the parties, the statutory warranty provisions shall apply in the event of DEFECTS.
- (4)** The CLIENT shall notify DEFECTS in the APPLICATION immediately in text form to support@ibelsa.com, including a description of the DEFECT and its effects.
- (5)** If the CLIENT fails to report a DEFECT in a timely manner for reasons for which the CLIENT is responsible, this shall constitute contributory causation or contributory negligence on the part of the CLIENT. Insofar and as long as the PROVIDER was unable to remedy the DEFECT as a result of the failure or delay in reporting, the CLIENT shall not be entitled to reduce the fees in whole or in part, to claim damages caused by the DEFECT, or to terminate the agreement extraordinarily without notice due to the DEFECT. The CLIENT must demonstrate that the CLIENT is not responsible for the failure to report the DEFECT in a timely manner.
- (6)** Warranty for insignificant impairments of the contractual use shall be excluded.
- (7)** Warranty shall also be excluded for DEFECTS resulting from a CLIENT's use of the APPLICATION in violation of these GENERAL TERMS AND CONDITIONS.
- (8)** The CLIENT shall only be entitled to assert a claim for reduction by independently deducting the reduction amount from the currently payable fees if the reduction amount is undisputed or has been legally established. The CLIENT's claim under the law of unjust enrichment to reclaim any excess portion of the fees paid shall remain unaffected.
- (9)** The CLIENT shall have no right of withdrawal or right to remedy DEFECTS or defects of title itself or through third parties (right of self-performance).
- (10)** The applicability of Section 536a (1), first alternative, of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) is excluded.

- (11) For clarity: The warranty rights of CLIENTS who use the APPLICATION free of charge in the TEST PERIOD or under the FREEPLAN are limited to the rights of a borrower in accordance with Section 600 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).
- (12) Unless expressly agreed otherwise between the parties, the PROVIDER shall be available for notification of the CLIENT in accordance with § 5(4) above and for the rectification of DEFECTS during the PROVIDER's service hours from Monday to Friday (excluding national and public holidays in Saarland) between 8:00 a.m. and 6:00 p.m.
- (13) The PROVIDER may, without being obliged to do so, update or further develop the APPLICATION at any time, in particular to adapt or improve it in response to changes in applicable law, technical developments, or to enhance IT security, including by adding further functions. In doing so, the PROVIDER shall take the legitimate interests of the CLIENT into account and inform the CLIENT of updates and further developments with reasonable advance notice.
- (14) The PROVIDER shall carry out scheduled maintenance work and updates within the following maintenance windows, unless there are compelling reasons to the contrary: Monday to Friday between 10:00 p.m. and 6:00 a.m., or on weekends. If maintenance must be carried out at another time for compelling reasons, the PROVIDER shall inform the CLIENT in the APPLICATION with reasonable advance notice of at least seven (7) calendar days of the time and duration of the maintenance and any associated restrictions.
- (15) The PROVIDER shall only be obliged to provide additional support services if this has been expressly agreed between the CLIENT and the PROVIDER.

§ 6 Third Party Rights

- (1) The PROVIDER warrants that the APPLICATION is free of third party rights.
- (2) The PROVIDER shall immediately inform the CLIENT in text form of any third-party rights affecting the APPLICATION and of any resulting impairment of the contractual provision of the APPLICATION, and shall enable the CLIENT to have full access to the APPLICATION DATA in an appropriate manner.
- (3) If a third party asserts rights to the APPLICATION against the CLIENT which impair the Client's contractual use of the APPLICATION, the CLIENT shall inform the PROVIDER immediately in text form.
- (4) The CLIENT shall be entitled to reduce the fees if and to the extent that third-party rights impair the CLIENT's contractual use of the APPLICATION.
- (5) In the event of a legal defect, the PROVIDER shall, within a reasonable period of time and at its own discretion and expense,
 - (a) procure for the CLIENT the right to use the parts of the APPLICATION that infringe third-party rights as agreed; or
 - (b) replace the APPLICATION or the infringing part thereof with functionally equivalent software without significantly impairing the contractually agreed functionalities; or

- (c) modify the APPLICATION or the infringing part thereof so that it no longer infringes third-party rights, without more than insignificantly impairing the contractually agreed functionalities.
- (6) Subject to any express agreements to the contrary between the parties, in particular the provisions in § 5 above, the further legal rights of the CLIENT remain unaffected.
- (7) The PROVIDER shall not be liable for any infringement of third-party rights if and to the extent that such infringement results from the CLIENT's use of the APPLICATION in violation of these GENERAL TERMS AND CONDITIONS.
- (8) The CLIENT shall indemnify the PROVIDER against all third-party claims arising from the CLIENT's culpable use of the APPLICATION in violation of these GENERAL TERMS AND CONDITIONS.

§ 7 Fees and Payment Terms

(1) Fees

- (a) During the TEST PERIOD and within the scope of the FREEPLAN, the CLIENT's use of the APPLICATION shall be free of charge. Upon conclusion of an agreement for the paid version of the APPLICATION between the PROVIDER and the CLIENT as described in § 2(3) above, the CLIENT shall pay the fees.
- (b) Unless expressly agreed otherwise between the parties, the fees for granting the right to use the APPLICATION shall be based on (i) the number of rooms recorded by the CLIENT in the APPLICATION, (ii) the modules selected by the CLIENT, (iii) the interfaces and connections selected by the CLIENT, and (iv) the PROVIDER's price list valid at the time of conclusion of the agreement.
- (c) The fees for the use of the APPLICATION shall be calculated according to the billing period selected by the CLIENT upon conclusion of the agreement for the paid version.

(2) Payment Terms

- (a) All amounts in the price list are net plus the applicable value added tax.
- (b) Recurring fees shall be invoiced at the time of conclusion of the agreement for the paid version and thereafter in advance for the selected billing period, unless otherwise expressly agreed between the parties. The billing intervals correspond to the billing period selected by the CLIENT when entering payment details in the APPLICATION.
- (c) One-off or other additional fees and charges (e.g. for a change of tenant or the set-up of an interface) shall be invoiced separately by the PROVIDER.
- (d) Invoices from the PROVIDER are due for payment immediately upon receipt by the CLIENT.
- (e) The CLIENT shall be in default if it fails to pay within five (5) business days (Monday to Friday, excluding public holidays in Saarland, hereinafter referred to as "**BUSINESS DAYS**") of receipt of the invoice by the CLIENT, without the PROVIDER having to issue a separate reminder.

- (f) If the CLIENT has issued the PROVIDER with a SEPA direct debit mandate, the PROVIDER shall collect the agreed fees at the earliest on the due date, which shall be the first calendar day of the respective billing period, unless otherwise agreed between the parties. In the event of a return debit note, the CLIENT shall automatically be in default without a warning letter being required.
- (g) The CLIENT shall bear the costs incurred by a dishonoured or returned direct debit, to the extent that the CLIENT is responsible for the circumstances giving rise to the dishonoured or returned direct debit.
- (h) If the CLIENT is in default of payment of the fees due, the PROVIDER shall be entitled to set the CLIENT to the FREEPLAN for the duration of the default, provided that the PROVIDER has previously given the CLIENT notice in text form and set a reasonable grace period of at least five (5) BUSINESS DAYS, which has expired without the CLIENT making payment. If the CLIENT makes the outstanding payments while using the APPLICATION in the FREEPLAN, the PROVIDER shall reactivate the paid version for the CLIENT.
- (i) The CLIENT may only offset counterclaims that are uncontested or have been legally established.
- (j) The CLIENT shall only be entitled to assert a right of retention to the extent that the CLIENT's counterclaim is based on the same contractual relationship and is either uncontested or has been finally established by a court of law.

(3) Index Clause

- (a) The PROVIDER is entitled to adjust the price list in accordance with changes in the producer price index for information technology services (CPA08-620-01) published by the Federal Statistical Office (Destatis) ("INDEX"). The PROVIDER shall notify the CLIENT of any price adjustment in text form at least one (1) month in advance. The PROVIDER shall specify the change in the INDEX and the corresponding adjustment to the price list.
- (b) The CLIENT may request a price adjustment in accordance with changes in the INDEX. The CLIENT shall submit such request in writing or by email to the PROVIDER, specifying the change in the INDEX. The PROVIDER shall review the request within fourteen (14) calendar days of receipt by the PROVIDER and notify the CLIENT in text form whether and to what extent the price list will be adjusted. Any adjustment shall take effect from the first day of the month following the PROVIDER's notification.
- (c) No price adjustment may be made within one year from the conclusion of the agreement or the last price adjustment. CLIENT and PROVIDER may request an adjustment pursuant to § 7(3)(a) or (b) above no earlier than one year after the conclusion of the agreement or the last price adjustment.
- (d) Any price adjustment shall reflect the percentage change in the INDEX compared to its level at the time of the conclusion of the agreement or the last price adjustment.
- (e) If the aforementioned INDEX is no longer published by the Federal Statistical Office or if its methodology is significantly changed, it shall be replaced by the official successor index that most closely corresponds to the INDEX in economic terms.

§ 8 CLIENT's Duties and Obligations

The CLIENT shall be liable for the conduct of its USERS as for its own conduct.

The CLIENT undertakes to

- (1)** support the PROVIDER to a reasonable extent at the PROVIDER's request to the extent required for the CLIENT's use of the APPLICATION;
- (2)** provide the PROVIDER with all information necessary for the operation of the APPLICATION in a complete, timely and accurate manner;
- (3)** notify the PROVIDER immediately of any changes to its data that are relevant to the agreement (including, without limitation, company name, legal form, billing address, contact person, etc.);
- (4)** keep the usage and access data assigned to it or its USERS, as well as agreed identification and authentication security measures (in particular the hotel PIN required for authentication with the PROVIDER), secret and protect them from access by third parties by taking appropriate and common measures (in particular by selecting sufficiently secure passwords, regularly renewing passwords, and storing passwords securely), not disclose them to unauthorised third parties, and instruct its USERS accordingly;
- (5)** immediately notify the PROVIDER in text form if the CLIENT suspects that its access data and/or passwords may have become known to unauthorised persons and take reasonable and appropriate measures to prevent further access by these persons (in particular, changing access data and/or passwords);
- (6)** procure and maintain in working order, at its own expense, the hardware, software, communication equipment, and network connections necessary for access to and use of the APPLICATION via a standard browser (including making payments of any third party fees or charges incurred when accessing and using the APPLICATION, such as fees for access to the Internet or a public telecommunications network) in order to create the necessary access conditions on the part of the CLIENT;
- (7)** take the necessary actions with regard to interfaces to third-party systems requested by the CLIENT (see § 3(3) above);
- (8)** use the APPLICATION exclusively in accordance with these GENERAL TERMS AND CONDITIONS, in particular the rights granted to the CLIENT in § 4 above, and in compliance with the CLIENT's obligations under this § 8;
- (9)** inform its USERS of these GENERAL TERMS AND CONDITIONS and procure that its USERS comply with these GENERAL TERMS AND CONDITIONS on their part;
- (10)** continuously monitor its USERS' compliance with these GENERAL TERMS AND CONDITIONS and inform the PROVIDER immediately in text form if and as soon as the CLIENT becomes aware of any use of the APPLICATION by itself or its USERS that is not in accordance with these GENERAL TERMS AND CONDITIONS;
- (11)** create a separate user account with appropriate authorisations for each USER whom the CLIENT intends to use the APPLICATION and delete obsolete user accounts via its admin account;

- (12) not use the APPLICATION (and to instruct its USERS to refrain from doing so) in a manner that violates applicable law, not process, store or retrieve any illegal information or data, or information or data that infringes the rights of third parties, via the APPLICATION, and in particular:
- (a) not use the exchange of electronic messages possible in connection with the agreement and/or use of the APPLICATION for the unsolicited sending of messages and information to third parties for advertising purposes (spam);
 - (b) not infringe the third party rights;
 - (c) not use the APPLICATION for racist, discriminatory, pornographic, youth-endangering, politically extremist or otherwise illegal purposes or for purposes that violate official regulations or requirements, and not create and/or store any corresponding data, in particular APPLICATION DATA, on the SERVER; and
 - (d) not process or store any personal data via the APPLICATION in violation of applicable data protection law;
- (13) use state-of-the-art virus protection programs and other security measures appropriate to industry standards when handling APPLICATION DATA in order to prevent the introduction of malware, including viruses, trojans, worms or other harmful code that could interfere with the proper operation of the systems used to provide the APPLICATION
- (14) immediately notify the PROVIDER of any DEFECTS in the APPLICATION in accordance with § 5(4);
- (15) pay the agreed fees in accordance with § 7 on time or, in the case of payment by SEPA direct debit mandate, ensure that sufficient funds are available in the relevant account on the due date;
- (16) where the CLIENT transmits data to the PROVIDER for the purpose of generating APPLICATION DATA with the help of the APPLICATION, back up such data regularly and create backup copies thereof in order to enable the reconstruction of the data and information in the event of loss;
- (17) activate further developments and updates installed by the PROVIDER by reloading the APPLICATION;
- (18) remain responsible for compliance with and implementation of any law applicable to the CLIENT, including data protection obligations, commercial and tax retention periods and other archiving obligations (see also **Fehler! Verweisquelle konnte nicht gefunden werden.** below); and
- (19) comply with all other obligations imposed upon the CLIENT in accordance with these GENERAL TERMS AND CONDITIONS and the respective agreement.

The CLIENT commissions the PROVIDER's services for its commercial, entrepreneurial or freelance activities. The CLIENT is not entitled to conclude the agreement as a consumer for predominantly private use.

§ 9 Intellectual Property

(1) PROVIDER MATERIALS

- (a) The PROVIDER shall remain the sole and exclusive owner of the APPLICATION and all services, developments and documentation associated with the APPLICATION, as well as all other materials that are protected by applicable intellectual property laws of any kind (including industrial property rights such as patent, trademark and design rights, copyright, database rights, design rights and rights to trade secrets or know-how) and/or similar provisions ("INTELLECTUAL PROPERTY RIGHTS"), regardless of whether these are already owned by the PROVIDER at the time of conclusion of the agreement between CLIENT and PROVIDER and/or are developed by the PROVIDER (or a third party on behalf of the PROVIDER) after conclusion of the agreement between CLIENT and PROVIDER ("PROVIDER MATERIALS"). This also applies to all changes or further developments of the APPLICATION and PROVIDER MATERIALS.
- (b) Except for the limited rights of use described in § 3 above, the PROVIDER does not grant the CLIENT any rights to the APPLICATION. With regard to other PROVIDER MATERIALS, the PROVIDER grants the CLIENT and its USERS the non-exclusive, non-transferable and non-sublicensable right to use the PROVIDER MATERIALS if and to the extent necessary for the contractual use of the APPLICATION.

(2) CLIENT MATERIALS

- (a) The CLIENT shall remain the sole and exclusive owner of all APPLICATION DATA, data and other materials that are or may be protected by INTELLECTUAL PROPERTY RIGHTS and which are either already owned by the CLIENT at the time of conclusion of the agreement between CLIENT and PROVIDER and/or are developed by the CLIENT (or a third party on behalf of the CLIENT) after conclusion of the agreement between CLIENT and PROVIDER ("CLIENT MATERIALS"). This also applies to all changes or further developments of CLIENT MATERIALS.
- (b) The CLIENT grants the PROVIDER the non-exclusive right to use the CLIENT MATERIALS (including any personal data) for the purposes and only to the extent necessary for the PROVIDER to provide the APPLICATION, and as otherwise specified in the agreement.

§ 10 Data Security, Data Protection

- (1) The parties and their employees shall comply with the applicable data protection regulations, in particular data protection regulations applicable in Germany, including the General Data Protection Regulation (Regulation (EU) 2016/679).
- (2) If the CLIENT collects, processes or uses personal data via the APPLICATION or passes on such data to third parties via interfaces, the CLIENT shall be responsible for ensuring that it is authorised to do so in accordance with the applicable data protection regulations in particular.

- (3) Further details shall be governed by the data processing agreement concluded between the PROVIDER and the CLIENT.

§ 11 Non-Disclosure

- (1) The parties shall maintain confidentiality regarding all information to be treated as confidential that has come to their knowledge in connection with the business relationship between the parties, shall use such information exclusively for the purposes of the business relationship between the parties and shall only disclose it to third parties – except in accordance with **Fehler! Verweisquelle konnte nicht gefunden werden.**(2), (3) and (4) below – only after obtaining the prior express consent of the other party in text form. The parties shall take appropriate measures to protect the other party's information to be treated as confidential from unauthorised access, applying at least the same level of care that the respective party would apply to protect its own information to be treated as confidential of a similar nature, but in any case the due care and prudence of a prudent businessperson. Information to be treated as confidential includes information expressly designated as confidential by the disclosing party and information the confidentiality of which derives from the circumstances of its disclosure or the nature of the information. In particular, the PROVIDER shall treat the APPLICATION DATA as confidential if it becomes aware of it.
- (2) The obligations under **Fehler! Verweisquelle konnte nicht gefunden werden.**(1) shall not apply to any information to be treated as confidential or parts thereof if the receiving party can prove that such information
- (a) was already known to the receiving party prior to disclosure by the disclosing party;
 - (b) was in the public domain prior to disclosure by the disclosing party or subsequently enters the public domain without breach of any confidentiality obligation by the receiving party;
 - (c) was lawfully disclosed to the receiving party by a third party after disclosure by the disclosing party without breach of any confidentiality obligation; or
 - (d) was independently developed by the receiving party without recourse to or use of the information to be treated as confidential of the disclosing party.
- (3) The receiving party may disclose any information to be treated as confidential of the disclosing party to its employees, subcontractors, licensors and advisors without the express consent of the other party if they: (i) need to know the information in question for their duties in connection with the purpose of the agreement between the parties (need-to-know approach); and (ii) are either bound by professional confidentiality rules or have committed themselves to confidentiality under conditions no less protective than those set out in this confidentiality agreement before receiving the information to be treated as confidential in question. For clarification, the PROVIDER may disclose information to be treated as confidential of the CLIENT in particular to cloud providers used in the context of providing the APPLICATION, to the extent this is necessary for the provision of the APPLICATION and these providers are bound to confidentiality.

- (4) The receiving party may disclose the information to be treated as confidential of the disclosing party even without the express consent of the other party if and to the extent that this is required by mandatory applicable law or a legally binding and enforceable order of a competent court, a competent authority or any other public authority with sovereign powers, provided that the receiving party, immediately upon receipt of such a request, (i) notifies the disclosing party in text form, to the extent legally permissible; (ii) takes all reasonable and necessary measures to prevent such disclosure to the extent possible and to limit it to a minimum; and (iii) limits disclosure, to the extent disclosure is unavoidable, to the extent strictly necessary to comply with mandatory law or the respective order.
- (5) The obligations under this **Fehler! Verweisquelle konnte nicht gefunden werden.** shall continue indefinitely beyond the end of the agreement.

§ 12 Insolvency

- (1) A party shall immediately notify the other party in text form if
- (a) it has filed for insolvency proceedings or intends to do so within the next fourteen (14) calendar days;
 - (b) insolvency proceedings have been applied for against it by third parties;
 - (c) it has suspended payments or is required to suspend payments due to financial difficulties;
 - (d) measures have been taken against it to satisfy creditor claims of third parties in connection with payment difficulties; or
 - (e) it has entered into arrangements with third-party creditors to satisfy their claims in connection with payment difficulties.
- (2) If insolvency proceedings against the assets of a party have been rejected due to a lack of assets, the other party may terminate the agreement without notice.

§ 13 Liability

(1) Principle

Unless excluded or limited by a provision contained in this **Fehler! Verweisquelle konnte nicht gefunden werden.**; the PROVIDER shall be liable in accordance with the statutory provisions.

(2) Limitation of Liability

Unless otherwise specified in **Fehler! Verweisquelle konnte nicht gefunden werden.** (4) below, in cases of simple negligence, the PROVIDER shall only be liable for breaches of essential contractual obligations, i.e., obligations the fulfilment of which is essential for the proper execution of the agreement or the breach of which jeopardises the achievement of the purpose of the agreement and on the compliance with which the other party may regularly rely ("CARDINAL OBLIGATIONS "), however, limited to the damage typical for this type of agreement and foreseeable at the time of conclusion of the agreement. Otherwise, the PROVIDER's liability for simple negligent breaches of duty (subject to the following **Fehler! Verweisquelle konnte nicht gefunden werden.** (4)) is excluded.

(3) Limitation for Damage Category

Subject to **Fehler! Verweisquelle konnte nicht gefunden werden.**(4) below, the PROVIDER shall only be liable for the loss or damage of data to the extent that would have been unavoidable if the CLIENT had fulfilled its obligation to keep backup copies.

(4) Exclusion from the Limitation of Liability

The limitations and exclusions of liability described in **Fehler! Verweisquelle konnte nicht gefunden werden.**(2) and **Fehler! Verweisquelle konnte nicht gefunden werden.**(3) above do not apply to (i) acts committed by the PROVIDER intentionally or grossly negligent; (ii) culpable injury to life, limb or health; (iii) guarantees assumed by the PROVIDER; and (iv) liability under the Product Liability Act (*Produkthaftungsgesetz – ProdHaftG*).

(5) Special Limitation of Liability for Free Services

Insofar as the PROVIDER provides the APPLICATION free of charge in the TEST PERIOD or in the FREEPLAN, the PROVIDER shall only be liable for intent and gross negligence.

(6) Applicability to Personnel

The provisions of this **Fehler! Verweisquelle konnte nicht gefunden werden.** also apply to the personal liability of the PROVIDER's employees, representatives, vicarious agents and organs.

§ 14 Term and Termination

(1) Term

The agreement shall commence upon conclusion in accordance with § 2.

(2) FREEPLAN

(a) If the CLIENT uses the APPLICATION in the FREEPLAN, the agreement shall automatically terminate upon expiry of one (1) calendar year following the date on which the CLIENT began using the APPLICATION in the FREEPLAN, without a notice of termination being required.

- (b) Both parties may terminate the agreement on the use of the APPLICATION in the FREEPLAN for convenience at any time with two (2) months' prior notice to the end of a calendar month.
- (c) For clarity: If a CLIENT's agreement on the use of the APPLICATION in the FREEPLAN has expired automatically, the CLIENT may re-register at any time. The PROVIDER may exclude a CLIENT who has already used the test version from the TEST PERIOD when re-registering and immediately switch them to the FREEPLAN (in particular if there are indications that the CLIENT registers for the TEST PERIOD multiple times in an abusive way).

(3) Paid Version

- (a) If the CLIENT uses the paid version of the APPLICATION, the billing interval selected by the CLIENT at the time of conclusion of the agreement via the APPLICATION (e.g., annually) shall apply as the minimum contract term, unless otherwise expressly agreed between the parties.
- (b) Unless otherwise expressly agreed between the parties, the respective minimum contract term (e.g., one year) and each subsequent renewal term (minimum contract term and each subsequent renewal term, each a "TERM ") shall be automatically extended by the same duration (e.g., another year), unless the agreement is terminated by one party at least one (1) month before the end of the relevant TERM with effect from the end of the calendar month in which the TERM ends.

(4) Text Form

Any termination must be made in text form to be effective.

(5) Termination for Good Cause (“aus wichtigem Grund”)

The right of both parties to terminate the agreement for good cause (“aus wichtigem Grund”) in accordance with § 314 of the Civil Code (*Bürgerliches Gesetzbuch – BGB*) and § 543 of the Civil Code (*Bürgerliches Gesetzbuch – BGB*) remains unaffected. If the good cause (“wichtiger Grund”) for termination is based on a breach of these GENERAL TERMS AND CONDITIONS or other contractual agreements between the parties, the terminating party must issue a warning in text form to the other party prior to termination for good cause (“aus wichtigem Grund”) and set a reasonable deadline of at least fifteen (15) BUSINESS DAYS from receipt of the warning to remedy the breach giving rise to the good cause (“aus wichtigem Grund”). A warning is not required if the party in breach seriously and definitively refuses to perform its contractual obligations or if there are special circumstances which, after weighing the interests of both parties, justify immediate termination.

§ 15 Switching, Data Deletion and obligations upon and following the Termination of the Agreement

(1) Switching

The CLIENT may, at any time (including during a TERM), terminate the agreement in whole or in part upon one (1) month's prior notice to the end of a calendar month and request either a transition of the contractual services to the CLIENT or a third party designated by the CLIENT in accordance with the conditions set out in § 15(2) below

and/or the deletion of their data in accordance with § 15(3) below. If the CLIENT exercises this option during a TERM which has not yet expired, the fees already paid in advance for the respective TERM shall not be refunded (also not on pro rata basis).

(2) Transition

- (a) At the request of the CLIENT in accordance with § 15 **Fehler! Verweisquelle konnte nicht gefunden werden.** above, the PROVIDER shall support the CLIENT in the transition of the contractual services to the CLIENT or a third party designated by the CLIENT by:
- i. cooperating appropriately with the CLIENT and/or third parties designated by the CLIENT and, upon request, providing information available to the PROVIDER and necessary for the transition of the contractual services to the CLIENT or a third party designated by the CLIENT or for the CLIENT's exit strategy, provided that this information is not information to be treated as confidential information of the PROVIDER or third parties, business secrets of the PROVIDER, IT security-relevant information or third-party data;
 - ii. informing the CLIENT of any risks known to the PROVIDER that could affect the uninterrupted use of the APPLICATION or similar software in connection with transition of the contractual services to the CLIENT or a third party designated by the CLIENT planned by the CLIENT; and
 - iii. providing the data listed below to the CLIENT, and, while doing so, providing an appropriate level of IT and data security (in particular in the context of data transmission):
 - The CLIENT may export its relationship management (CRM) data (such as master data of the CLIENT's hotel or guest and contact data) stored in the APPLICATION at any time in CSV format, using the system function provided in the APPLICATION, prior to the termination of the agreement or the expiry of the TRANSITION PERIOD.
 - The CLIENT may transfer all data relating to the CLIENT's reservations created the APPLICATION (booking and reservation numbers, arrival and departure dates, etc.) to its system at any time via an interface provided by the PROVIDER. Alternatively, the PROVIDER shall provide the reservation data in CSV format prior to the termination of the agreement or the expiry of the TRANSITION PERIOD.
 - The CLIENT may export financial data (e.g. invoicing and payment information or evaluations and reports on sales and occupancy) generated via the APPLICATION in PDF or CSV format under the "Reports" section at any time prior to the termination of the agreement or the expiry of the TRANSITION PERIOD

("TRANSITION SUPPORT SERVICES").

- (b) The PROVIDER shall be under no obligation to provide any services beyond the TRANSITION SUPPORT SERVICES described above, such as importing data into other systems, converting data, configuring integrations or carrying out any mapping, unless this has been separately agreed between the parties.
- (c) If a transition has not been successfully completed by the end of the agreement between the CLIENT and the PROVIDER, the PROVIDER shall continue to make the APPLICATION available to the CLIENT for the transitional period set out in this § 15(2) ("ONGOING SERVICES") until a complete or partial transition of the contractual services to the CLIENT or a third party designated by the CLIENT has been successfully completed, but – except otherwise in accordance with § 15(2)(d) and (e) below – for a maximum of thirty (30) calendar days ("TRANSITION PERIOD"). These GENERAL TERMS AND CONDITIONS and other related contractual agreements between the parties shall continue to apply during the TRANSITION PERIOD.
- (d) Upon request by the CLIENT in text form prior to the expiry of the TRANSITION PERIOD, stating the reasons therefor, the CLIENT may extend the TRANSITION PERIOD once for a period necessary to successfully complete the transition.
- (e) If, for technical or other compelling reasons, it is not possible to transfer the contractual services to the CLIENT or a third party designated by the CLIENT within a maximum of thirty (30) calendar days, the PROVIDER shall notify the CLIENT within fourteen (14) BUSINESS DAYS of the CLIENT's transition request and specify an alternative TRANSITION PERIOD, which may not exceed seven (7) months. The PROVIDER shall attach a proper justification to such notification.
- (f) The CLIENT shall provide the PROVIDER with all information required in connection with the transition. The CLIENT shall take all measures and actions necessary for the complete or partial transition of the contractual services to the CLIENT or a third party designated by the CLIENT and shall instruct any third-party service providers designated by the CLIENT to take all necessary measures and actions. In particular, the CLIENT shall be responsible for importing and implementing the APPLICATION DATA and other data into its own systems or those of the relevant third party, unless otherwise agreed.
- (g) The CLIENT shall inform the PROVIDER in text form without delay once the transition of the contractual services to the CLIENT or a third party designated by the CLIENT has been successfully completed.
- (h) During the TRANSITION PERIOD, the PROVIDER may at any time request the CLIENT in text form to inform the PROVIDER whether the transfer has been successfully completed. If the CLIENT does not respond within five (5) BUSINESS DAYS of receipt of the PROVIDER's request, the transfer shall be deemed to have been successfully completed, provided that the PROVIDER has informed the CLIENT in its request of the significance of its silence.
- (i) The PROVIDER shall invoice the CLIENT on a pro rata basis for the ONGOING SERVICES provided during the TRANSITION PERIOD in accordance with § 7. This shall not apply if and to the extent that the CLIENT has terminated the agreement during a TERM and the TRANSITION PERIOD falls within such TERM (already paid for by the CLIENT and non-refundable).

- (j) The PROVIDER may invoice the CLIENT for the actual costs incurred for the TRANSITION SUPPORT SERVICES until 12 January 2027; from 12 January 2027 onwards, the PROVIDER shall provide the TRANSITION SUPPORT SERVICES at its own expense.

(3) Export and Deletion of Data

- (a) Upon termination of the agreement (i.e. either after a termination takes effect or, if a TRANSITION PERIOD has been requested, after the end of the transition period or after the expiry of the term of the FREEPLAN in accordance with § 14(2), the PROVIDER shall continue to provide the CUSTOMER with limited access to the APPLICATION for a period of 30 calendar days for the sole purpose of exporting the data specified in § 15 (2)(a)iii above, unless the CLIENT has expressly requested in text form that its data are deleted immediately after the termination takes effect or after the TRANSITION PERIOD has expired.
- (b) The PROVIDER expressly points out that the following data and values cannot be exported: data that was not generated by the CLIENT, technical system, operating and log data of the PROVIDER, business secrets of the PROVIDER, data owned by the PROVIDER or third parties and IT security-related data.
- (c) The PROVIDER shall irrevocably delete all APPLICATION DATA and other data that was generated directly by the CLIENT's use of the APPLICATION or that relates directly to the CLIENT after expiry of the 30-calendar-day period following termination of the agreement (see above § 15(3)(a)) or, if expressly requested by the CLIENT, immediately after the termination takes effect.
- (d) For clarity, if the CLIENT terminates its agreement on the paid version of the APPLICATION, the PROVIDER shall continue to make the APPLICATION available to the CLIENT for the term described in § 14(2) in the FREEPLAN, and data shall only be deleted after the expiry of the 30-calendar-day period from the expiry of the term described in § 14(2), unless the CLIENT has expressly requested otherwise.

(4) Other Consequences of Termination

After a termination takes effect or, if a TRANSITION PERIOD has been requested, after the expiry of the TRANSITION PERIOD, the CLIENT shall immediately cease using the APPLICATION or the terminated part thereof or the paid version of the APPLICATION (with the exception of use for data viewing or data exports). The PROVIDER shall be entitled to block the CLIENT's access to and ability to use the APPLICATION or the terminated part thereof or the paid version of the APPLICATION.

§ 16 Change of Tenant or Company Name

- (1) The CLIENT may at any time with at least two (2) months' notice prior to the desired effective date, request a change of tenant or a change of company name in text form, whereby the CLIENT transfers their account in whole or in part to the successor or the successor company. In such a request, the CLIENT must specify the desired effective date, the successor or successor company (including address and contact details) and the desired scope of the transfer of the CLIENT's account.

- (2)** Changes of tenant shall not be carried out on Saturdays, Sundays or public holidays. Public holidays are all federal public holidays as well as additional public holidays applicable in Saarland. In addition, partial tenant changes are not possible on the day before or after Saturdays, Sundays or public holidays.
- (3)** Provided there are no objective reasons to the contrary, in particular if the requested change of tenant or change of company name is technically feasible, the PROVIDER shall, within a reasonable period of no more than ten (10) BUSINESS DAYS, provide the CLIENT and/or the successor or the successor company with the forms to be completed by the CLIENT and/or the successor or the successor company, as well as information on the documents to be submitted (e.g. for verification), declarations to be made (e.g. data protection declarations) and conditions (e.g. fees).
- (4)** If the CLIENT still wishes to proceed with the change of tenant or change of company name, the CLIENT must complete all forms and return them to the PROVIDER within ten (10) BUSINESS DAYS, submit the necessary declarations and provide the PROVIDER with all documents requested by the PROVIDER for the change of tenant or change of company name.
- (5)** Once the PROVIDER has received all completed forms, declarations and documents requested from the CLIENT, the PROVIDER shall prepare an offer to the CLIENT's successor or successor company within ten (10) BUSINESS DAYS. The offer shall include, for example, fees, a request for agreement to these GENERAL TERMS AND CONDITIONS and other relevant documentation.
- (6)** An offer from the PROVIDER regarding a change of tenant or a change of company name shall be binding for ten (10) BUSINESS DAYS. If the successor or the successor company accepts the offer within the binding period through authorised representatives and all necessary declarations have been submitted by authorised representatives of the CLIENT and/or the successor or successor company, the PROVIDER shall carry out the change of tenant or change of company name on the desired effective date as specified in the offer, provided that (i) the CLIENT has paid all outstanding invoices, (ii) both the CLIENT and the successor or successor company have paid all fees incurred for the change of tenant or change of company name, and (iii) the documents requested by the PROVIDER have been submitted and the offer has been signed at least fourteen (14) calendar days before the desired effective date.
- (7)** If the effective date for a change of tenant or change of company name falls within a TERM, there shall be no (pro rata) refund of the fees already paid by the CLIENT for the relevant TERM.
- (8)** From the effective date agreed between the CLIENT, PROVIDER and the successor or successor company for the change of tenant or change of company name, the successor or successor company shall have access to the CLIENT's account, and the CLIENT shall no longer have access to the CLIENT's account.
- (9)** For the avoidance of doubt, The CLIENT is not entitled to grant the successor or the successor company access to the CLIENT's account before the effective date.

- (10) If the CLIENT decides to transfer their account and the data contained therein to a third party (successor or successor company) in whole or, to the extent the PROVIDER is technically able to facilitate such transfer, in part in the course of a change of tenant or a change of company name, the CLIENT shall be responsible for ensuring that the CLIENT is entitled to make such a transfer and, insofar as the rights of third parties are affected by the transfer, for complying with and implementing all relevant legal requirements (in particular data protection requirements).
- (11) The CLIENT shall indemnify and hold harmless the PROVIDER against any claims asserted by a successor or a successor company on the basis of a culpable breach of the above§ 16(10) by the CLIENT.

§ 17 Force Majeure and upstream Suppliers

- (1) If and to the extent that a party is unable to perform its obligations due to force majeure, the affected party shall be released from its performance obligations for the duration and to the extent of the effects of such force majeure event.
- (2) Force majeure is any external event beyond the control of the respective party preventing the respective party in whole or in part from fulfilling its obligations, which is unforeseeable according to human understanding and experience, cannot be prevented or rendered harmless by economically acceptable means even with the care that can reasonably be expected in the circumstances, and is of such a nature that its occurrence cannot reasonably be accepted due to its frequency. This includes, in particular, but is not limited to, the following events:

Natural disasters such as floods, storm surges, hurricanes and typhoons, as well as other severe weather events of catastrophic proportions, earthquakes, lightning strikes, avalanches and landslides, fires, scourges, epidemics, pandemics and infectious diseases (as declared by the WHO or a competent ministry; or if a risk level of at least "moderate" has been determined by the Robert Koch Institute), war or war-like conditions, riots, revolution, military or civil coup, insurrection, blockades, official and governmental orders for which the party concerned is not responsible, as well as strikes or lawful lockouts. Supply difficulties and other performance disruptions on the part of the PROVIDER's upstream suppliers shall only be considered force majeure if the upstream supplier is prevented from performing its obligations due to an event of force majeure.

- (3) If such an event of force majeure occurs, the affected party shall inform the other party in text form without undue delay after becoming aware of the occurrence of the event and the resulting impairment of performance. The parties shall agree on how to proceed in the event of force majeure. Section 314 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) remains unaffected.
- (4) Restrictions on the availability of the APPLICATION due to force majeure shall not be taken into account when calculating availability as disruption or downtime, to the extent that the PROVIDER is not responsible for these restrictions due to its own breach of contract.

- (5)** Insofar as the provision of the APPLICATION depends on preliminary services from third parties (e.g. hosting service providers), the PROVIDER shall be entitled to terminate the contractual relationship with one (1) months' notice if, through no fault of the PROVIDER, the preliminary services are no longer provided by the third parties on a more than temporary basis or if the underlying contractual relationship is terminated by the third parties and it is not possible or reasonable for the PROVIDER to replace the upstream supplier. The PROVIDER shall inform the CLIENT immediately of the unavailability of the service and, in the event of termination, shall reimburse the CLIENT for any advance payments made (on a pro rata basis) insofar as no service has yet been provided. If the CLIENT requests this within five (5) BUSINESS DAYS, the PROVIDER shall support the CLIENT in the transition in accordance with § 15(2).

§ 18 Applicable Law

(1) Obligations of the CLIENT

- (a) The CLIENT shall use the APPLICATION in compliance with all legal provisions applicable to the CLIENT, including but not limited to data protection, competition, copyright, export control and tax law regulations, as well as all other public law provisions applicable to the CLIENT's business operations or industry.
- (b) If the CLIENT uses the APPLICATION outside Germany, the CLIENT is responsible for ensuring that such use is legally permissible in the respective jurisdiction and to comply with the legal provisions and official and judicial requirements applicable therein.
- (c) The CLIENT shall collect and process guest data recorded via the APPLICATION in accordance with all applicable legal provisions and official and judicial requirements, and shall comply with any reporting obligations to which the CLIENT is subject.
- (d) For the purpose of facilitating compliance with certain legal obligations applicable in individual jurisdictions, the PROVIDER offers modules that may be activated by the CLIENT via the CLIENT's account. The CLIENT shall be responsible for determining which modules, if any, must be activated and for verifying whether any additional legal obligations apply to the CLIENT.

(2) TSS (Technical Security Systems for Germany)

- (a) Connection of technical security systems ("TSS") is mandatory in certain cases in Germany in accordance with the German Cash Register Security Ordinance (*Kassensicherungsverordnung – "KassenSichV"*).
- (b) The PROVIDER provides an option for connecting the TSS in the APPLICATION. The CLIENT can activate the TSS itself by clicking on the order button in the admin area of its account. The CLIENT is responsible for ensuring that, on part of the CLIENT, only persons authorised by the CLIENT have access to this admin area of the CLIENT's account and to the email address stored therein. It is also the responsibility of the CLIENT to register their TSS with the relevant tax authority.

- (c) If the CLIENT fails to activate the TSS in violation of any law applicable to the CLIENT and/or fails to register the TSS with the tax authority responsible for the CLIENT, the CLIENT shall bear sole responsibility for any resulting legal consequences.
- (d) The CLIENT shall indemnify the PROVIDER against any claims asserted by third parties against the PROVIDER arising from the CLIENT's culpable failure to activate the TSS.
- (e) With regard to the deletion of data recorded and stored by the CLIENT's TSS, § 15(3) above shall apply.

(3) RKSV (Cash Register Security Regulation for Austria)

- (a) Connection of TSS is mandatory in certain cases in Austria in accordance with the Austrian Cash Register Security Regulation (*Registrierkassensicherheitsverordnung – "RKSV"*).
- (b) The PROVIDER provides an option for connecting to the TSS in the APPLICATION. The CLIENT can activate the TSS itself by clicking on the order button in the admin area of its account. The CLIENT is responsible for ensuring that, on part of the CLIENT, only persons authorised by the CLIENT have access to this admin area of the CLIENT's account and the email address stored therein. It is also the responsibility of the CLIENT to register their TSS with the relevant tax authority.
- (c) If the CLIENT fails to activate the TSS in violation of any law applicable to the CLIENT and/or fails to register the TSS with the tax authority responsible for the CLIENT, the CLIENT alone shall bear the legal consequences.
- (d) The CLIENT shall indemnify the PROVIDER against any claims asserted by third parties against the PROVIDER arising from the CLIENT's culpable failure to activate the TSS.
- (e) With regard to the deletion of data recorded and stored by the CLIENT's TSS, § 15(3) above shall apply.

§ 19 Amendments

- (1) The PROVIDER may change these GENERAL TERMS AND CONDITIONS, provided that material obligations of the parties under the agreement (in particular nature and scope of the provision of the APPLICATION) remain substantially unchanged and that such amendments do not materially disturb the contractual balance between the parties. The PROVIDER shall only make changes for justified reasons, including, in particular, due to new technical developments, changes in applicable law or jurisdiction, technical requirements, operational necessities or other equivalent reasons. If the change materially disturbs the contractual balance between the parties or affects the material obligations of the parties more than insignificantly, the change shall not be implemented.

- (2) The PROVIDER shall offer any change to the contractual terms to the CLIENT by sending the amended GENERAL TERMS AND CONDITIONS to the CLIENT's administrator email address as currently designated by the CLIENT within the APPLICATION, with at least one (1) month's prior notice before the proposed effective date of such changes.
- (3) The amendments to the GENERAL TERMS AND CONDITIONS shall become part of the agreement if the CLIENT does not object to their inclusion to the agreement in text form prior to the effective date of the change, provided that the PROVIDER has expressly informed the CLIENT in the change notification of the consequences of not objecting to such amendments.
- (4) If the CLIENT objects before the proposed effective date of such changes, the agreement shall remain in force unchanged.

§ 20 Final Provisions

- (1) This agreement shall be governed by the laws of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) No side agreements, collateral agreements, or ancillary understandings exist outside this agreement and its annexes. Any amendments or supplements to this agreement and its annexes shall require text form to be effective. This shall also apply to the waiver of this text form requirement.
- (3) The parties shall generally communicate by email. Emails shall be deemed received if they are not returned to the sender as undeliverable.
- (4) Should any provision of this agreement be or become invalid or unenforceable, the validity of the remaining provisions of the agreement shall remain unaffected.
- (5) The place of jurisdiction shall be Saarbrücken.

Version effective on 01. March 2026

Annex 1 – Functional Description

ibelsa.rooms

ibelsa.rooms is a cloud-based hotel management software (Software-as-a-Service (SaaS) solution) that enables hotels, guesthouses, hostels and holiday apartments to centrally manage key operational processes.

ibelsa.basic

The basic module (ibelsa.basic) comprises the following functions:

- **News:** The news page provides an overview of current information and announcements from the PROVIDER. Notices about software updates and information about upcoming webinars or events will be published on the news page.
- **"My Day":** The My Day page provides an overview of the house status for the respective day (occupancy, tasks, birthdays, etc.). In addition, the page contains a dashboard that can be populated with information and notes on daily business by the USER.
- **Guest management (contacts):** The "Contacts" tab provides an overview of guest and company profiles and allows the creation, maintenance and editing of guest and company profiles. Profiles can be sorted by keywords. Guest or company profiles can also be marked as blocked ("blacklist"). Existing guest and company profiles can be merged. Guest data can be imported by manually uploading a CSV file.
- **"Cockpit":** The cockpit provides an overview of arrivals, check-ins, guests currently present ("in-house"), departures, check-outs and reservations. Check-ins and check-outs can be carried out via the cockpit. The respective invoice status can be displayed; invoices can also be generated via the cockpit. In addition, the cockpit displays a log of changes to reservations, showing which USER last made the relevant changes.
- **Occupancy plan:** The occupancy plan is used for the visual representation and manual management of reservations and room availability. Within the occupancy plan, reservations can be created, edited and displayed according to predefined categories. Reservations can be assigned to individual rooms using drag and drop. Within the respective reservation display, the number of persons recorded for the reservation as well as the invoicing status may be displayed. Bookings that are not clearly assigned to a specific room are displayed in the occupancy plan in a separate aggregated row (e.g. "+1"). A booking may not be assigned to a specific room as a result of a deliberate manual assignment by a USER or due to external booking sources, in particular connected channel managers or online booking platforms (OTA). The display of such bookings in the aggregated row does not constitute an automatic room assignment and may require manual follow-up actions by the USER. For individual rooms, blockings for defined periods of time may be created and managed. The occupancy plan allows the display and manual adjustment of a cleanliness status for each room. By clicking on a reservation in the occupancy plan, the USER gains access to reservation information in a sidebar detail view. Via the

sidebar, the USER may directly access to the corresponding invoice and add additional products to the respective reservation. In addition, general events may be defined for freely configurable periods and displayed in the occupancy plan using color-coded and textual indicators (e.g. holiday periods or public holidays).

- "Tasks": The APPLICATION contains an integrated task and note system that can be used to record and manage organisational information such as guest requests, room maintenance or housekeeping notes. When bookings are received via the website, connected channel managers or direct connections to online booking platforms (OTA), a task is automatically created for review. In addition, no-show bookings and expired option bookings can be displayed in the tasks for review area, at the CLIENT's discretion. Tasks can be assigned automatically or manually to individual USERS or user groups.
- "Lost property": The lost property section allows the documentation of found items, including an allocation to the place where the item was found, the date of discovery and the person who found the item. In addition, entries for lost items may be created.
- "Documents": The Documents section provides an overview of documents generated in the APPLICATION (offers, booking confirmations, invoices, registration forms and reports) and enables access to such documents. Documents may be previewed within the APPLICATION, opened as PDF files or sent by email.
- "Reports": The Reports section enables the creation of ready-made reports with key figures on sales, booking sources, products, payments and statistical analysis of occupancy. Reports created are automatically saved in the Documents section, where they can be subsequently be accessed.
- Invoice management: Upon creation of a reservation, the system generates an invoice. The corresponding invoice can, inter alia, be accessed from the reservation. Additional products may be added to the invoice. An invoice may be marked as "closed" by specifying a payment method and may subsequently be sent or printed. Alternatively, invoices may be processed via connected payment service providers. Furthermore, it is possible to create a pro forma invoice. Closed invoices may be reopened. In such cases, the system generates a cancellation invoice. An invoice that is subsequently closed again is issued with a new and unique invoice number.
- Rates, products & packages: The rates, products & packages section enables the creation, editing and management of rooms, units and products, as well as associated rates, packages, arrangements, surcharges and restrictions. Room categories and products can be assigned different rates, including time- or price-dependent tiered rates. The respective categories, including the associated prices, may be recorded as part of reservations and grouped into arrangements. Existing rates may be copied to other rates, including or excluding surcharges.
- Emailing documents: The CLIENT's email mailbox can be integrated into the APPLICATION. This allows documents such as offers, booking confirmations, invoices and similar documents to be sent directly from the APPLICATION.

- "User rights": The CLIENT may assign and manage individual usage rights for USERS via the CLIENT's administrator account.
- "Mail logging": The integrated mail logging function provides an overview of all emails sent from the APPLICATION, including the date of dispatch, recipient and sender.
- "Templates": The APPLICATION provides standard templates for emails and documents such as cancellation confirmations, reservation confirmations, invoices, booking offers and receipts. The CLIENT may customise the templates provided.

ibelsa.modules

ibelsa.rooms has a modular structure. Depending on the CLIENT's requirements, the following additional modules (ibelsa.modules) may be booked in addition to ibelsa.basic:

- **ibelsa.adds**: ibelsa.adds enables the management of additional units (beyond rooms), such as conference rooms, event venues or parking spaces. Rates for such units can be created and managed. The units are displayed separately in the occupancy plan and may be linked to reservations.
- **ibelsa.cashmaster**: ibelsa.cashmaster enables the creation of walk-in (passant) and paymaster invoices as well as the management of accounts receivable. In addition, restaurant invoices may be transmitted to the APPLICATION. ibelsa.cashmaster provides a central overview and management of the CLIENT's sales.
- **ibelsa.mailing**: ibelsa.mailing enables sending of automated emails to guests based on the status of a reservation, in particular prior to arrival, during the stay and after departure.
- **ibelsa.finance**: ibelsa.finance automatically prepares invoice data for transfer to financial accounting. The data is prepared in common exchange formats (DATEV or Sage format) and includes revenues from connected restaurant cash register systems and the cash book.
- **ibelsa.eregistration**: ibelsa.eregistration enables registration forms to be sent to guests before arrival. Registration forms can be digitally signed by guests upon receipt. Digital registration forms are stored in the APPLICATION and can be accessed there.
- **ibelsa.bankett**: ibelsa.bankett supports the organisational planning and management of events. This includes the creation and management of so-called function sheets, i.e. templates for structured schedules, process steps, roles and systems involved and results. Furthermore, schedules and timetables can be created and managed, as well as the recording of food and beverages in connection with events.

ibelsa.connections

At the request of the CLIENT and on the basis of a separate agreement with the CLIENT, interfaces from ibelsa.rooms to various third-party systems can be set up, including:

- cash register systems;
- channel manager solutions;
- yield management solutions;
- solutions for review management;
- staff planning software;
- solutions for transmitting registration data;
- beverage dispensing system software;
- locking systems;
- revenue/yield and cost management solutions; and
- accounting and controlling software

can be set up for the purpose of connecting online bookings via external portals and integrating third-party systems, insofar as this is technically feasible. An overview of the currently available interfaces is accessible at <https://www.ibelsa.com/anbindungen/>.