HotelTime International s.r.o.

Cloud-Based PMS Solution Policies

DECEMBER 1st 2020

HOTELTIME INTERNATIONAL
S.R.O.

Rights and obligations of the Parties

Obligations of the Provider

The Provider undertakes:

- to assign the Customer an Access Key and to hand over an Access Key to the Computer Program to draw up a written report on the handover and takeover of the Access Key with the Customer at the latest by the day when the Computer Program should be launched and ready for use according to this Agreement;
- Upon commencement of this Agreement to carry out induction training of the persons authorized by the Customer to use the functionality and database of the Computer Program and to draw up a written record of the induction training with the Customer or its authorized persons;
- to maintain the Computer Program and the Hardware on which the Computer Program is installed in proper and flawless condition ensuring the maximum use of its functionality by the Customer;
- to regularly check the accessibility and functionality of the Computer Program;
- to remove defects in the Hardware on which the Computer Program is installed or from the Computer Program itself in accordance with this Agreement;
- to notify the Customer at least 48 hours in advance of planned servicing of the functionality and databases of the Computer Program that can affect the functionality of the Computer Program;
- to handle the Computer Program with due professional care so that the Customer does not incur damage in connection the use of the functionality and databases of the Computer Program.

Obligations of the Customer

The Customer undertakes:

- to draw up with the Provider a written handover report about the handover of the Access Key to the Computer Program and the handover and takeover of the HotelTime Computer Program at the latest by the day when the Computer Program should be launched and ready for use according to Art. XVII of this Agreement;
- to ensure throughout the term of this Agreement at its cost suitable end hardware in individual devices and access to the Internet at the adequate speed and volume of data flow necessary for the proper functioning of the Computer Program and to maintain this hardware and access to the Internet in proper and flawless condition;
- to designate a person or persons who will be trained by the Provider and who will be responsible for using the functionality and databases of the Computer Program and to draw up a written record of the induction training with the Provider;
- to pay the Provider the Remuneration, Fees, Deposit and Travel Expenses stated in this Agreement.

Rights of the Customer:

The Customer has the right to itself add or amend information entered into the database of the Computer Program (mainly the Computer Program settings necessary for correct operation). In the event that such interventions by the Customer could affect the proper, complete and correct functionality of the Computer Program, the Provider shall in such a case not bear liability for this situation and the costs associated with correcting it.

Remuneration, fees

Right to Remuneration, Fees, Deposit and Travel Expenses

The Customer undertakes to pay the Provider Remuneration for provision of the licence, monthly licensing fees and the Fees, Deposit and Travel Expenses mentioned below.

Amount of the Remuneration:

The agreed Remuneration at the same time includes the following services duly provided by the Provider:

- Installation and configuration of the HotelTime, Vento and Confero systems
- Installation and configuration of all agreed integrations as per Annex 4 (Commercial Offer)
- Training of persons authorized by the Customer to use the functionality and databases of the Computer Program
- Default settings according to the input questionnaire

All other Fees not included in the Remuneration are listed in Annex No. 3 of this Agreement (Pricelist of Other Services and Interfaces). All training exceeding the above scope will be billed by the Provider to the Customer according to the rules laid down for fees (rate, maturity).

The Provider shall also have the right to a monthly licensing fee. Value added tax in the statutory amount shall be added to. The agreed monthly licensing fee mainly covers the following services:
- Operation and maintenance of the Computer Program.
- Upgrades (new versions) of the system released according to the Provider's development plan or based on legislative changes
- Customer support
- Unlimited number of users and client stations with access to the Computer Program

The Provider is not allowed to adjust the monthly licensing fee outside the annual inflation adjustment. Any such changes to the monthly licensing fee are subject to amendment to this contract signed by both parties.

Amount of fee:
All additional services shall be billed to the Customer at an hourly rate without value added tax (the: "Fee or Fees").

These Fees may mainly cover:
· all training, except induction training under this Agreement
· removal of defects from the Computer Program and/or databases caused by the employees of the Customer (e.g. inappropriate intervention in the system settings)
· modifications of the Computer Program according to the Customer's requirements
· all interventions by the Provider at the address of the Accommodation Facility ordered by the Customer The delivery and installation of the software for communication of the Computer Program with third-party software (interfaces) will be billed to the Customer by the Provider on the basis of the pricelist, which constitutes Annex No. 3 of this Agreement.

Billing and maturity of the Remuneration, Fees, Deposit and Travel Expenses
Deposit is payable to the Provider within 5 business days of the signing of this Agreement by transfer to the bank account of the Provider indicated in the header of this Agreement, and will be separately billed to the Customer on the day of the conclusion of this Agreement.

Remuneration of the Provider is payable within 14 calendar days by transfer to the bank account of the Provider indicated in the header of this Agreement.

Monthly licensing fee pertaining to the Provider for the respective calendar month is payable by the 15th day of the calendar month by transfer to the bank account of the Provider indicated in the header of this Agreement. The Provider shall bill the monthly licensing fee in a separate invoice which it shall send to the Customer before the maturity date of the monthly licensing fee.

Fee pertaining to the Provider will be billed to the Customer in an invoice in each month in which at least one commenced hour of services not included in the Remuneration and stated above is recorded and is payable within 14 days.

Travel expenses pertaining to the Provider will be agreed in advance and billed to the Customer as part of the billed Fees.

Change of Provider's account for payment of monthly licensing fee The Provider is entitled to unilaterally notify the Customer of a change of the account to which the Customer should pay the regular monthly licensing fees. In the written notification of change of accounts the Provider shall indicate the new account number to which the Customer must pay the monthly licensing fee.

Inflation clause The Provider is entitled to adjust the amount of the monthly licensing fee without consulting the Parties due to inflation under the conditions outlined below. Inflation is understood as annual inflation measured by the increase of the Consumer Price Index for goods and services issued each calendar year by Eurostat for the previous year, expressed as a percentage.

Adding data and information to the Computer Program database

The Customer is entitled at its discretion to add or change data and information entered in the Computer Program ("Change of Data").

Personal data processing

The Parties wish to meet all of their obligations under GDPR and PCI/DSS compliance, on Personal Data Processing and Changes to Certain Acts, as amended (the "Act"), and therefore regulate their mutual rights and obligations when processing personal data as follows:

Scope of personal data, its transfer and purpose of processing

The Provider shall process personal data for the Customer in the following extent: first name and surname, title, residence address, passport number/national identity card number, sex, maiden name, date of birth, place and country of birth, national citizenship, telephone number, fax, e-mail, visa number (for foreigners), car licence plate number, payment data ("**Personal Data**"). Processing is defined in particular as the gathering, sorting and transfer of the Customer's Personal Data, which is described in more detail in this Agreement. The means of processing of Personal Data can be automatic or manual.

The purpose of the Personal Data processing is:

The collection of Personal Data and its transfer to the Customer for the purpose of reserving accommodation in Facilities operated by the Customer and for the purpose of concluding later Contracts on Provision of Accommodation Service between the Customer and third parties to whom the personal data related or whose notification is given or required according to special regulations (Foreign Police, tax and accounting laws, etc.).

Personal data processing

The Customer hereby authorizes the Provider to process Personal Data in the scope of this Agreement. The Provider hereby undertakes to process the Personal Data according to this Agreement. The Personal Data processing must be implemented only in accordance with the purpose for which the Personal Data was provided to the Provider.

Declarations of the Customer

The Customer declares that it is able to ensure the technical and organizational security of the Personal Data, in particular to take all measures to avoid unauthorized or accidental access to the Personal Data and its change, destruction, loss or misuse, in particular measures regarding work with the given information systems, defining a limited circle of people who can handle the Personal Data, including securing their nondisclosure of data about which they learn in the course of processing the Personal Data, securing rooms and computers with databases against intrusion by third parties.

The Customer informs the Provider in writing of any restrictions regarding the handling and processing of Personal Data according to this Agreement that may appear during the validity period of this Agreement.

The Customer hereby declares that it duly notified the Office for Personal Data Protection of the processing of personal data.

The Customer hereby declares that it was expressly notified by the Provider of the fact that for further processing of Personal Data above and beyond the purposes specified in this Agreement, e.g. for marketing purposes, the Customer is obliged to itself secure the relevant and demonstrable consents of third parties. Likewise the Customer was notified by the Provider of the necessity of obtaining the consent of third parties to send communications of a commercial nature electronically.

The Customer hereby undertakes that if by processing Personal Data it checks the data of other processors that have access to the server on which the Personal Data is stored, it undertakes to conclude with these other processors Contracts on Personal Data Processing and to contractually oblige these processor to comply with all principles of personal data protection.

Declarations of the Provider

The Provider declares that it is able to ensure the technical and organizational security of the Personal Data, in particular to take all measures to avoid unauthorized or accidental access to the Personal Data and its change, destruction, loss or misuse, in particular measures regarding work with the given information systems, defining a limited circle of people who can handle the Personal Data, including securing their nondisclosure of data about which they learn in the course of processing the Personal Data, securing rooms and computers with databases against intrusion by third parties.

Obligations of the Provider

The Provider undertakes:

- to process or otherwise handle Personal Data in accordance with the Act and in accordance with this Agreement;
- not to misuse Personal Data for purposes other than those laid down in this Agreement, i.e. in particular not to misuse Personal Data for its own purposes or for the competition purposes of the Customer;
- to comply with all controls and safeguards to protect Personal Data;
- to store Personal Data only for the length of time necessary in accordance with the purpose of its processing under this Agreement.

Other obligations of the Parties

The Parties undertake to comply with all other obligation laid down by the Act, even if not expressly stated in this Agreement. The Parties undertake to make every effort to remove any unlawful conditions in relation to the transfer of Personal Data under this Agreement that could lead to a breach of the obligations stipulated by the Act without undue delay after such a circumstance occurs.

The Parties undertake if necessary to provide each other will all cooperation in contacts and dealings with the Office for Personal Data Protection and with third parties or other subjects affected by the Personal Data processing.

Liability

The Provider and the Customer are liable towards each other for damages incurred in connection with a breach of obligations under this Agreement and obligations under the Act.

Transfer of Personal Data and securing the transfer

The transfer of Personal Data between the Parties and between the Parties and the Customer's clients will take place via the Provider's server, which must be technically secured against misuse, i.e. in particular by means of passwords, firewalls, antivirus programs and restriction on physical access only to authorized employees.

X. Notifications

All correspondence, requests, records, invitations and other documents prepared between the Parties on the basis of or in connection with this Agreement must be in written form and in the English language, unless agreed otherwise, and must be duly signed by authorized persons.

All correspondence, requests, records and other documents, with the exception of invoices – tax documents, related to this Agreement, shall be delivered to the other Party in person, by registered post, courier or fax to the contact addresses indicated below. In case of doubts, any documents sent within the meaning of this Article shall be considered delivered upon receipt of the document by (a) the post office, (b) a courier service, (c) a person authorized to accept post for the Party to which the document was sent. If the Party to which the document is addressed refuses to accept it without stating a reason or if the document cannot be delivered because the Party is no longer present at the address listed in this Agreement, the document shall be considered delivered on the day when its acceptance was refused or the day of failed attempt at delivery. The delivery and

notification addresses indicated below are binding for the Parties unless they notify the other Party of a change of the delivery and notification address.

The Parties undertake to inform each other without undue delay of a change in contact address or telephone number. Actions by the Parties having an effect on the change or duration of the Agreement must be made exclusively to the above-mentioned delivery addresses.

Removal of System Failures

If there is a failure in the Hardware on which the Computer Program is installed or a problem with the functionality or database of the Computer Program (e.g. the system is not accessible or the Customer is unable to use all of its features or cannot access the database), the Provider agrees to remove the failure as soon as it finds it itself, or as soon as the failure is notified by Customer or any other entity (the "decisive moment"). The deadline for removal of failures and recommissioning functionality or databases of the Computer Program (system) is regulated by the rules set out in Annex No. 2 of this Agreement. If the issue is not resolved in accordance with these rules, it will be considered a material breach of the obligations under this Agreement.

Representations and warranties

Any information relating to this Agreement shall be considered confidential. Without the consent of the other Parties this information will not be communicated to any third party except in cases where disclosure of the information is required by the law, this Agreement (for its proper discharge) or the competent authorities under the legislation or where the information is already publicly available. The consent of the other Parties is not required to disclose information to the person who performs obligations arising under this Agreement on behalf of one of the Parties. This information, however, may only be granted to such a person to the extent required for the performance of the relevant obligation under this Agreement. Consent shall not be unreasonably withheld.

For the avoidance of doubts, the Parties expressly agree that this obligation on the part of the Customer shall persist even after the end of the validity and effect of this Agreement for a period of 5 years.

Termination of the Agreement

Notice of termination. The Parties may terminate this Agreement by written notice of termination delivered to the other party in the manner described above. The notice period is 3 months and commences on the first day of the month following the month in which the notice of termination was delivered to the other Party.

Agreement of the Parties. This Agreement may also be terminated by written agreement of both Parties.

Inability to perform the Agreement. If it becomes impossible for one of the Parties to perform the Agreement, the obligation of the Parties shall expire. Performance of the Agreement is not considered impossible if it can be done even under difficult conditions, with higher costs, only with delays or through another person. The Provider shall notify the Customer without undue delay after becoming aware of facts that render the performance under this Agreement impossible in the manner described below, otherwise it shall be liable for the damage incurred by the Customer because it was not notified of the impossibility to perform in time. Difficult conditions, however, do not establish a right to increased financial performance of the Customer without the prior consent of the Customer.

Dissolution of the Provider. Upon dissolution of the Provider the obligations under this Agreement expire only if they do not transfer to the Provider's legal successor.

Dissolution of the Customer. Upon dissolution of the Customer the obligations of the Provider under this Agreement expire only if the corresponding authorizations do not transfer to the Customer's legal successor. The termination of this Agreement, however, does not cancel rights to contractual penalties under this Agreement, rights to compensation of damage incurred due to a breach of this Agreement, rights to Remuneration of the Provider which arose prior to the termination of the Agreement, or provisions regarding choice of law and dispute resolution between the Parties.

Withdrawal from the Agreement

Withdrawal by the Customer. The Customer may withdraw from this Agreement without three months' notice only if the Provider, despite written notice from the Customer that includes information on the possibility to withdraw from this Agreement,

does not correct the defect of the Computer Program, which prevents the Customer from using the functionality and databases of the Computer Program, within 20 days of receipt by the Provider of notice on the possibility of withdrawal.

Withdrawal by the Provider. The Provider may withdraw from this Agreement without three months' notice if it credibly finds that the Customer is circumventing its obligations under this Agreement.

Liability for damage

The Provider is not liable for damage that occurs as a result of exceeding the capacity limits of the Internet network, defect, repair or maintenance of communication channel by which the Customer is connected to the Internet, defect, repair or maintenance of Customer hardware.

The Provider is also not liable for damage that occurs as a result of poor maintenance of the functionality and databases of the Computer Program by the Customer.

Final provisions

Term of the Agreement. This Agreement is concluded for an indefinite term.

Changes and additions. This Agreement constitutes the entire agreement between the Parties on matters governed by this Agreement and supersedes in relation to these matters any prior oral or written arrangements and agreements. Any changes or additions to this Agreement must be in writing and signed by both Parties, excluding notice by the Provider of a change of account for payment of monthly remuneration, fees and travel expenses pursuant to Art. V of this Agreement and excluding notification by the Provider or Customer of changes discovered in the capacity of the device. After the Customer or the Provider notifies the change of capacity or a new device, the new amount of the remuneration will be newly listed in an amendment to this Agreement.

Governing law. This Agreement and the relationships arising from it are governed by Czech Republic law.

Cooperation. The Parties undertake to act in accordance with the legitimate interests of the other Party and in accordance with the purpose of this Agreement, and to perform all legal and other actions that may prove necessary to achieve the purpose of this Agreement.

Partial invalidity. If any obligation under this Agreement is or becomes invalid or unenforceable, it shall not affect the validity and enforceability of any remaining obligations under this Agreement and the Parties undertake to replace the invalid or unenforceable obligation with a new valid and enforceable obligation that best suits the purpose of the original obligation.

Counterparts. This Agreement is signed in two counterparts. Each Party shall receive one counterpart of this Agreement.

Customer data policy. The Provider acknowledges that all customer's data will be deleted from the Provider's technical platform within 30 days in case This Agreement is terminated or the Customer is Dissolved or ceases to exist.

If the Customer does not meet the conditions for the launch and use of the Computer Program stipulated in this Agreement, the Provider shall not bear any liability for noncompliance with the agreed deadline for launching the Computer Program. It is expressly agreed that in this case the Customer shall not have the right to provision

of the Access Key and on-line access via the Internet to the Computer Program and to the use of its functionality and databases. The Provider's right to its receivables under this Agreement shall not expire in this case.

In Prague on <u>1.6.2020</u>

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HotelTime International s.r.o.

Jan Hejný
Managing Director