

## General Terms and Conditions (B2B) of Revenue Cloud Solutions GmbH

These General Terms and Conditions ("GTC") apply to the services provided as Software-as-a-Service ("SaaS") by Revenue Cloud Solutions GmbH, Im unteren Angel 1, 77652 Offenburg, Germany (hereinafter referred to as "**happyhotel**" or "**we**") to our customers (hereinafter referred to as "**Customer**" or "**you**"); (happyhotel and the Customer each also a "**Party**" and jointly the "**Parties**"). Unless otherwise agreed, these GTC in the version valid at the time of happyhotel's offer shall also apply to future contracts without happyhotel having to refer to them again in each individual case.

These GTC apply exclusively to entrepreneurs in the exercise of their independent professional or commercial activities in accordance with § 14 BGB (German Civil Code). These GTC apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Customer shall only become part of the Contract if and to the extent that happyhotel has expressly agreed to their validity in writing or in text form.

Individual agreements with the Customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to evidence to the contrary, a written contract or confirmation in text form by happyhotel shall be decisive for the content of such agreements.

Legally relevant declarations and notifications by the Customer in relation to the contractual relationship (e.g. setting of deadlines, reminders, withdrawal) must be made in writing or in text form. Legal formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

### 1. Subject Matter of the Contract

#### 1.1 SaaS Service

1.1.1 happyhotel provides the Customer with the technical capability and authorization to access its cloud-based software "happyhotel" via the internet, which supports the Customer in the digital management and planning of room occupancy and prices through dynamic price management by integrating and evaluating relevant data from the Customer's property management system (hereinafter "**PMS**") or the Customer's channel manager (hereinafter referred to as "**CM**") (collectively also referred to hereinafter as "**Software**" or "**SaaS Service**"). Dynamic price management means that the Software provides the Customer with price suggestions for rooms for a specific period, which the Customer can then adopt into its PMS after having reviewed the prices. The price suggestions are based on artificial intelligence, whose algorithm is designed to calculate an optimized price based on publicly available data, among other things. The decision to transfer the suggested prices to the PMS is made exclusively by the Customer, unless the Customer uses the autopilot, for which clause 11 applies.

1.1.2 An overview of our SaaS Services can be found in the service description, the current version of which is available on our website <https://www.happyhotel.io/preise>. The specific service components that we provide to you are set out in our individually prepared offer (hereinafter also referred to as the "**Contract**"). The information in the service description is not to be understood as a guarantee of quality for the respective SaaS Services, unless this is expressly stated as such in the service description.

1.1.3 happyhotel is entitled to modify and adapt the content of the SaaS Services in view of technological developments. happyhotel will notify the Customer of any significant changes at least one month in advance.

## 1.2 Add-ons

1.2.1 Add-ons can be booked by the Customer in addition to the Software at any time. An overview of the add-ons and the respective service description can be found on our website <https://www.happyhotel.io/preise>. If the Customer wishes to book an add-on, they can do so via the website, if available, or send a request to happyhotel and receive an offer from happyhotel. The prerequisite for booking add-ons is the existence of a Contract for SaaS Services between happyhotel and the Customer.

1.2.2 The add-ons will be provided after confirmation of the offer and receipt of payment in our account.

1.2.3 The term of the add-ons corresponds to the term of the SaaS Services in accordance with the Contract and is also automatically extended by the term agreed in the Contract for the SaaS Services. In the event of termination of the Contract, the term of the add-ons also ends automatically. Without terminating the Contract, the Customer may terminate add-ons individually by giving one month's notice to the end of the respective Contract term.

1.2.4 An upgrade of the add-ons is possible at any time during the term of the Contract. A downgrade of the add-ons is possible by termination in accordance with clause 1.2.3 with one month's notice to the respective end of the Contract term.

## 1.3 Consulting Services

1.3.1 The Customer can additionally book consulting services for a one-time fee, the content and objective of which are agreed individually with the Customer.

1.3.2 happyhotel offers consulting services in hourly packages that can be used flexibly. The Customer can choose between a starter package, a 5-hour package or a 10-hour package. The purchased package is valid for 12 months from receipt of payment. If the package is not used, the hours expire within these 12 months. In addition, happyhotel also provides individual offers for consulting services.

1.3.3 Appointments for consulting services can only be booked online after payment has been made. Once an appointment has been booked, it can be cancelled free of charge up to 24 hours before the appointment. If the cancellation is not made 24 hours before the appointment, the hour is considered used.

## 2. Conclusion of Contract

Unless otherwise agreed in individual cases, offers from happyhotel are subject to change, meaning they merely constitute an invitation to the Customer to submit a binding offer. happyhotel is free to declare its offer to be binding in writing. A contract is concluded only by (a) both Parties signing the Contract, (b) happyhotel confirming the order in written form or via email, or (c) happyhotel starting to provide the service (e.g. coordinating with the Customer regarding the interface to the PMS/CM).

## 3. Individual Orders

3.1 Any use by the Customer beyond the scope of the Contract requires the valid agreement of an individual order, for which the provisions in clause 2 of these GTC apply accordingly.

3.2 happyhotel is entitled to improve, further develop or otherwise modify the happyhotel products (collectively referred to hereinafter as "**Changes**"). The resulting Changes to the nature and functionality of the Software will regularly be updated by happyhotel in the product description. Changes to the happyhotel products will be made available to the Customer for new orders in accordance with clause 4.

3.3 These GTC apply accordingly to individual orders.

#### **4. Access to and Use of the Software**

4.1 The Customer shall be granted access to use the Software via the browser and a proposal from happyhotel for starting the onboarding process. The Customer may set up user accounts for employees (“**Account**”) themselves and assign specific rights to each Account. The Customer is not permitted to disclose the access data to third parties.

4.2 Upon commencement of the Contract, happyhotel shall provide the SaaS Services for the Software agreed with the Customer in the offer for the term of the Contract.

4.3 happyhotel guarantees an average annual availability of the Software of 98.5%. This does not include announced maintenance windows and outages that are beyond the control of happyhotel. Necessary maintenance work will be carried out outside normal business hours as far as possible and announced in good time.

4.4 Access to the internet is not covered by the Contract. The Customer bears sole responsibility for the functionality of their internet access, including the transmission paths of the computer used.

#### **5. Rights of Use**

5.1 The Customer is granted the simple, non-exclusive, non-transferable and non-sublicensable right to use the Software exclusively for its own business purposes, limited to the term specified in the Contract and in the manner described in these GTC.

5.2 The Customer is not entitled to rent out or sublicense the Software in any other way, to publicly perform or make the Software publicly available, or to make it available to third parties for a fee or free of charge.

5.3 If the Customer uses the Software to an extent that exceeds the acquired rights of use in terms of quality (with regard to the type of permitted use) or quantity (with regard to the scope of permitted use), the Customer shall immediately acquire the rights of use necessary for the permitted use for a fee. Any claims for damages by happyhotel for unauthorized use shall remain unaffected.

5.4 Unless agreed otherwise, the Customer shall acquire the same rights to the maintenance services in accordance with clause 6 as to the Software originally provided in accordance with clause 5.1.

5.5 If the Software contains components of third-party software for which separate license terms apply, this will be specified in the product description. The Software may contain components of open source software, for which separate license terms of the respective rights holders apply. The respective license terms of the rights holders shall take precedence over the rights of use set out in these GTC; this also applies to warranty and liability exclusions in the open source software license terms. Open source software and the license terms that apply separately to it shall, where necessary, be indicated in the respective product descriptions and/or made available to the Customer in another way. The source code of the open source software is available under the link specified in each case and/or upon request. Insofar as the license terms of an open source software require a right to modify for the Customer’s own purposes and, in connection therewith, reverse engineering for the purposes of rectifying errors of the Software that accesses such open source software, happyhotel hereby grants such right to the Customer.

5.6 All rights to the Software, including updates, improvements and enhancements, remain with happyhotel. Copyright notices, serial numbers and other features serving to identify the program may not be removed from or altered in the Software. Content and documents from consulting services are protected by copyright and may only be used or passed on with the prior consent of happyhotel.

5.7 If the Customer requires access to data in the Software even after the end of the right of use, the Customer must notify happyhotel in writing in advance and in good time. At the Customer's request, the Parties may conclude a separate agreement for the storage, transfer and/or retransition of data by happyhotel. For all support services, such as the provision of data on a separate data carrier, happyhotel shall receive a separate, individually agreed remuneration.

## **6. Software Maintenance Services**

6.1 During the term of the Contract, happyhotel shall provide the following maintenance services:

- (a) Support services/error handling for the Software and
- (b) Further development of the Software.

6.2 Consulting and/or support services for the installation, configuration, operation of the Software or inquiries that do not relate to software errors but, for example, to organizational or business management issues in the Customer's business processes and/or third-party software are not part of the support services. happyhotel will inform the Customer if a service requested by the Customer is not covered by the support services. These additional services must be ordered separately by the Customer.

## **7. Customer's obligations to cooperate**

7.1 The Customer shall support happyhotel in the activities necessary for the provision of the SaaS Services. This includes, in particular, the timely and complete provision and procurement of all information necessary for the connection and setup of the Software and the provision of services (e.g. by answering a questionnaire) as well as the provision of the payment method. This applies in particular to a successful onboarding. The Customer shall ensure that all cooperation required for the provision of the SaaS Services is provided in a timely and complete manner and free of charge to happyhotel. The Customer shall ensure that the Customer's employees who support happyhotel in the provision of services are available at the agreed times. The Customer is responsible for ensuring that their employees have the necessary knowledge, skills and experience to perform the tasks assigned to them. The Customer's obligations to cooperate include, in particular, creating all the conditions within their sphere of operation that are necessary for happyhotel to properly provide the SaaS Services.

7.2 The Customer bears sole responsibility for the functionality of its IT infrastructure, in particular its internet access, and its own computer. The necessary system requirements for using the Software are set out in the current service description. The use of the Software requires a functioning interface to the Customer's PMS. Depending on the PMS provider, setting up such an interface may incur additional costs, for example for the interface to be developed, which shall be borne by the Customer.

7.3 The Customer is obliged to report any errors in the Software, in particular regarding the functionality of the autopilot, to happyhotel without delay.

7.4 The Customer shall perform regular data backups and, when using the SaaS Services, shall implement appropriate technical and organizational measures such as virus protection programs, firewalls, etc., in their current versions.

7.5 The Customer shall use the Software exclusively in accordance with the Contract. All content entered into the Software must be free of third-party rights or licensed in accordance with the law and free of computer viruses.

7.6 In the event of security-related updates, happyhotel reserves the right to adjust the SaaS Services at short notice. Any resulting adjustments to your IT systems (e.g. in relation to system requirements) must be made by you. We will provide you with support in this regard if needed.

7.7 If the "Rate Shopper" add-on is booked, the Customer is obliged to inform happyhotel of the competitors to be monitored.

## 8. Term and termination

8.1 The start of the Contract is determined by the agreement in the Contract. However, it starts at the latest with the onboarding of the Customer for the SaaS Service by happyhotel.

8.2 The term of the Contract is based on the term agreed in the offer ("**Minimum Term**"). Unless otherwise agreed, the Contract is automatically extended by the period agreed as the Minimum Term in each case, unless it is terminated in writing with one month's notice before the end of the respective term.

8.3 The notice period for ordinary termination is one month to the end of the respective term for both Parties.

8.4 The right to extraordinary termination of the Contract for cause remains unaffected. For happyhotel, good cause exists in particular if you infringe happyhotel's rights of use by using the Software beyond the scope permitted under the Contract and fail to remedy the infringement within a reasonable period after a warning from happyhotel.

8.5 Termination by the Customer pursuant to Section 543 (2) sentence 1 no. 1 BGB due to failure to grant contractual use in accordance with the Contract is only permissible if happyhotel has been given sufficient opportunity to remedy the defect and this has failed. The rectification of defects shall only be deemed to have failed (a) if it is impossible, (b) if it is refused or unreasonably delayed by happyhotel, (c) if there are justified doubts as to the prospects of success of the rectification of defects, or (d) if it is unreasonable for the Customer for other reasons.

8.6 Notice of termination must be in writing to be effective. If notice of termination is given by email, it must be sent to [support@happyhotel.io](mailto:support@happyhotel.io).

## 9. Remuneration and terms of payment

9.1 The Customer pays a fee per room for the SaaS Service. A one-time fee is charged for onboarding. The annual amount is calculated based on the number of rooms multiplied by the monthly price (depending on the product) multiplied by twelve months. The total remuneration to be paid to happyhotel is specified in the Contract concluded with the Customer.

9.2 Depending on the agreement in the Contract, the remuneration is to be paid either annually or monthly in advance in accordance with the payment method provided. The Customer is obligated to provide a payment method during the onboarding process and to update it in the event of changes. Unless agreed otherwise, all prices are quoted in euros plus VAT at the statutory rate to be paid by the Customer. Value added tax is shown separately on the invoice. Prices are determined according to the happyhotel price list generally applicable at the time the Contract is concluded, unless otherwise agreed in writing.

9.3 The Customer is obliged to pay the remuneration on time. In the event of payment arrears and a delay of more than two weeks, happyhotel is entitled to block the account. The claim for remuneration remains unaffected by such a block. The account will be reactivated immediately after the arrears have been settled.

9.4 The right to pursue further claims, in particular claims for damages, remains unaffected in all cases.

9.5 happyhotel is entitled to adjust the remuneration in the event of changed market conditions, significant changes in procurement costs, legal changes and changes in procurement prices with two (2) months' written notice at the beginning of a contract year, provided that happyhotel has neither caused nor influenced these changes. In making this adjustment, happyhotel shall also take into account and offset any cost reductions in an appropriate manner. In the event of an increase of more than five (5) %, the Customer is entitled to terminate the Contract with one (1) month's notice of the increase taking effect. happyhotel shall explain the relevant changes to the Customer in a transparent manner, without however being obliged to disclose the calculation.

## **10. Trial period**

10.1 If a trial period with happyhotel has been agreed, the Customer may use the Software free of charge for 30 days. The trial period begins at the start of onboarding.

10.2 During the free trial period, the Customer is obliged to set up the necessary PMS interface independently or to commission its development.

10.3 The Customer has the option to terminate the Contract at any time during the trial period by giving written notice (Section 8.6 applies accordingly). In the event of termination during the free trial period, the Customer will not be charged the one-time onboarding fee.

10.4 If the Customer does not terminate the Contract at the end of the trial period, the Contract is automatically extended by 12 months and is subject to remuneration from this point onwards.

## **11. Use of the Autopilot**

11.1 The Customer may use the autopilot for automatic price adjustment by the Software in their PMS if the Customer has been activated by happyhotel and if the respective user of the account has the appropriate rights.

11.2 The autopilot can be activated and deactivated by the Customer at any time. If the autopilot is activated, the autopilot's price suggestions are automatically transferred to the Customer's PMS. The Customer must set an upper and lower price limit for the automatic price transfer of the autopilot in such a way that it is ensured that the autopilot does not make any suggestions that lead to undesirable pricing at the respective time. The Customer is obliged to check prices regularly, especially for days on which full occupancy is foreseeable.

11.3 The Customer is obliged to check the prices transferred by the autopilot at regular intervals to ensure that they are appropriate. The Customer is able to set their own prices at any time.

11.4 The Customer has the option of blocking the autopilot for certain periods of time. During this period, the autopilot does not automatically adopt the prices and the Customer can determine the price themselves.



## 12. Support

12.1 happyhotel offers the Customer technical support for error correction via email at support@happyhotel.io or by telephone.

12.2 happyhotel will provide support services in German and English during the following service hours: Monday to Friday from 9 a.m. to 12 p.m. and from 1 p.m. to 4 p.m. The time zone at the headquarters of happyhotel applies. The service hours do not apply on German national holidays and public holidays in Baden-Württemberg, Germany.

12.3 Error handling includes identifying the cause of the error, diagnosing the error and installing security updates and major updates.

## 13. Warranty claims of the Customer

13.1 happyhotel expressly points out that, given the current state of technology, it is impossible to create software that works without errors in all conceivable applications and combinations.

13.2 Unless otherwise specified below, the statutory provisions shall apply to material defects and defects of title.

13.3 Defects in the Software shall be remedied by happyhotel after the Customer has notified it of the defect. The same applies to other disruptions to the ability to use the Software.

13.4 For warranty claims, German rental law on defects applies. Termination pursuant to Section 543 para 2 sentence 1 no. 1 BGB due to failure to grant contractual use is only permissible if happyhotel has been given sufficient opportunity to remedy the defect and this has failed. It is only to be assumed that the remedy has failed if

- it is impossible;
- if it is refused by happyhotel or delayed in an unreasonable manner;
- if there are justified doubts regarding the prospects of success of the remedy, or
- if it is unreasonable for the Customer for other reasons.

13.5 The happyhotel warranty does not cover defects that are due to the fact that

- the Software is used by the Customer in a hardware and software environment that does not correspond to the current state of the art;
- the Software is used by the Customer for a purpose that is not in accordance with the Contract;
- the unavailability of the SaaS Service is not attributable to happyhotel;
- the Customer uses the autopilot for automatic price adjustment without checking the autopilot prices on their own responsibility, thereby causing disadvantages for the Customer;
- the Customer or third parties have made changes to the Software without being entitled to do so (a) by law, (b) under the Contract or (c) with the prior written consent of happyhotel.

13.6 In the event of material defects or defects of title in the Software, the Customer may initially demand subsequent performance. In the event of defects of title, happyhotel shall, at its own discretion, either provide the Customer with a legally compliant means of using the Software or modify the Software in such a way that no third-party rights are infringed.

13.7 If the Customer has set happyhotel a further reasonable grace period after an initial grace period for subsequent performance has expired without result, and this grace period has also expired without result, or if a reasonable number of attempts at rectification, replacement delivery or replacement performance have been unsuccessful, the Customer may, under the statutory conditions, withdraw

from the Contract or reduce the price at their discretion and demand compensation for damages or reimbursement of expenses.

13.8 happyhotel is in particular entitled to remedy defects by means of remote maintenance or by providing an update for download with an automatic installation routine.

## **14. Liability**

14.1 happyhotel shall not be liable for damages of any kind. This exclusion of liability shall not apply to damages

- happyhotel has caused intentionally or through gross negligence;
- in cases of slight negligence for damages resulting from injury to life, limb or health;
- Subject to the provision in clause 14.2, for damages resulting from a breach of essential contractual obligations by happyhotel. An essential contractual obligation is an obligation, the fulfilment of which enables the proper execution of the Contract in the first place and on the compliance with which the Customer may regularly rely.

14.2 In cases of negligent breach (simple negligence) of essential contractual obligations, happyhotel's liability is limited to the damage typical for the Contract and foreseeable for happyhotel at the time of conclusion of the Contract or at the beginning of the breach of duty. The exclusion of liability in this clause 14.2 does not apply to happyhotel's liability for injury to life, limb and health or to liability under the Product Liability Act.

14.3 The no-fault liability of happyhotel pursuant to Section 536a (1), 1st alternative BGB for defects that already existed at the time of conclusion of the Contract is excluded.

14.4 happyhotel shall only be liable for the loss of data up to the amount that would have been incurred for its restoration if the Customer had backed up the data properly and regularly.

14.5 Unless otherwise expressly set out above, any other liability of happyhotel shall be excluded.

14.6 The above limitation of liability also applies to the benefit of happyhotel's employees, representatives and organs.

## **15. Right to amend**

Provided that the Customer is not unreasonably disadvantaged, happyhotel is entitled to amend these GTC for the following reasons: for legal or regulatory reasons; for security reasons; to optimize maintenance and services for the Software and to further develop and add additional features; to take account of technical progress and make technical adjustments. happyhotel shall notify the Customer of any changes to these GTC with reasonable notice and shall give the Customer the opportunity to terminate the Contract in writing or in text form within one month of notification of the change taking effect.

## **16. Force majeure**

16.1 Neither Party shall be obliged to fulfil its contractual obligations in the event of and for the duration of force majeure.

16.2 Force majeure means an event that cannot be prevented or rendered harmless by the utmost care that can reasonably be expected in the circumstances. In particular, the following circumstances shall



be considered force majeure in this sense: fire/explosion/flooding, war, mutiny, blockade, embargo, pandemic, disruption of the supply chain, strike, industrial action not culpably caused by a Party, technical problems with the Internet beyond the control of a Party, for which a Party is not responsible. Each Party must immediately notify the other in writing of the occurrence of a force majeure event.

## **17. Data protection, non-disclosure and confidentiality**

17.1 The Parties shall comply with the applicable data protection regulations and shall oblige their employees involved in the Contract and its implementation to maintain data secrecy, unless they are already generally obliged to do so.

17.2 happyhotel does not process any personal data, and/or only anonymized data.

17.3 If the Customer is unable to provide or transmit personal data to happyhotel in an anonymized form due to its system, the Customer may decide to transmit this non-anonymized data to happyhotel nonetheless. In this case, the Parties undertake to conclude a corresponding data processing agreement.

17.4 Both Parties undertake to keep confidential all confidential information obtained in the course of their cooperation.

## **18. Audit**

If there is suspicion that the Customer is exceeding the scope of the license permitted under the Contract, the Customer shall provide happyhotel with additional information, grant access to relevant documents and records and allow the review the hardware and software environment used by happyhotel or an auditing company designated by happyhotel and acceptable to the Customer. The Customer shall support happyhotel to the best of its ability in carrying out an audit. happyhotel may carry out the audit on the Customer's premises during its regular business hours or have it carried out by third parties who are bound to secrecy.

## **19. Use of Name and Logo**

Each Party is permitted to use the name and logo of the other Party as a reference and/or for advertising purposes in online and offline channels for an unlimited period of time. If the Customer does not agree to this, they shall notify us accordingly in writing or in text form.

## **20. Assignment, Set-off and Right of Retention**

20.1 The Customer may only transfer claims against happyhotel to third parties with the written consent of happyhotel. The provision in Section 354a of the German Commercial Code (HGB) remains unaffected.

20.2 The Customer may only set off undisputed or legally established claims. The same applies to the exercise of rights of retention.

## **21. Final provisions**

21.1 Amendments and additions to these GTC must be in text form.

21.2 The place of performance for all contractual obligations is the registered office of happyhotel.

21.3 The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.

21.4 The place of jurisdiction for all disputes arising from or in connection with this Contract is Offenburg. However, we are also entitled to sue the Customer at their general place of jurisdiction. The above agreement on jurisdiction shall not apply if a different, exclusive place of jurisdiction is specified by law.