

Service Description of the Internet-based Hotel Management Software

This service description is Annex 2 to the contract for the use of the internet-based hotel management software of HotelFriend Service GmbH between HotelFriend and the customer ("contract software"). Unless otherwise defined in this contract, the terms used have the meaning given to them in the contract for the use of the internet-based hotel management software of HotelFriend Service GmbH.

1 Scope of Services

The scope of services varies depending on the specifications chosen in the order form.

1.1 Hotel Management Suites

The basic configuration of the suites is defined as follows for our Hotel Management Suites:

1.1.1 Quick Start Suite

Property Management System, Rate Management, Accounting & Reporting, Housekeeping Management, Channel Manager, Booking Engine, HotelFriend Payments, Concierge Mobile App.

1.1.2 Select Suite

Property Management System, Rate Management, Accounting & Reporting, Housekeeping Management, Booking Engine, HotelFriend Payments, Concierge Mobile App.

1.1.3 Enterprise Suite

Property Management System, Rate Management, Accounting & Reporting, Housekeeping Management, Booking Engine, HotelFriend Payments, Concierge Mobile App, Customisations.

1.2 Hotel Management Features

1.2.1 Property Management System

The core system for managing reservations, guest profiles, room inventory, check-in/check-out processes, and reports. Includes functions for managing room assignments, guest lists, and basic reception operations.

1.2.2 Rate Management

Provides tools to define and adjust room rates based on occupancy, demand, and seasonal factors. Includes functions for setting different tariff plans and managing rate parity across different channels, handling prepayments and cancellation policies.

(Note: This is different from the more sophisticated Revenue Management Module).

1.2.3 Accounting and Reporting

Provides tools for financial reporting, including revenue tracking, expense management, and creation of key financial reports. Facilitates basic accounting functions related to hotel operations.

1.2.4 Housekeeping Management

Allows tracking of room status (clean, dirty, out of order), assigning tasks to cleaning staff, and managing cleaning schedules. Improves efficiency and communication within the housekeeping department.

1.2.5 Communications and emails

Allows for the exchange of messages between guests and staff, automated emails, and tracking of communication, including chat with the guest via the Concierge Mobile App.

1.2.6 Employee Tasks Management Module

Facilitates task assignment, tracking, and reporting for employees.

1.2.7 Cashbook

Allows digital recording of cash transactions, tracking of expenses, and creating reports.

1.2.8 Services & Orders

Manages the sales of services, guest orders, and tracking of order statuses.

1.2.9 Resources & Event Management

Enables resource assignment and management for events.

1.2.10 Restaurant Application

External application to manage guest orders in the restaurant, send orders to

the kitchen, track order status on the kitchen monitor.

1.2.11 Booking Engine

Allows guests to book directly through the hotel website, reducing dependency on third-party booking platforms and associated commissions. Includes functions to manage room availability and accept online payments.

1.2.12 Concierge Mobile App

Provides guests with a mobile interface to access hotel services, request amenities, communicate with staff, and manage their stay. Improves guest experience and provides a convenient communication channel.

1.2.13 Revenue Management

Provides advanced tools for revenue optimization (independent from the basic rate management of the Select package) as Dynamic Rates with the possibility of setting room prices.

1.2.14 Channel Manager

Connects to Online Travel Agencies (OTAs) for the distribution of room availability and prices.

1.2.15 Google Hotels Ads

Connects to Google Hotels Ads for the distribution of room availability and rates.

1.2.16 Package Management

Allows for the creation and management of guest packages that include rooms and services.

1.2.17 Concierge Mobile App

Provides guests with a mobile interface to access hotel services, request services, communicate with staff, and manage their stay. Enhances the guest experience and provides a convenient communication channel.

1.2.18 Remote Reception Software

Facilitates remote check-in and check-out software application for kiosk hardware.

2 Support and Services

2.1 Basic Support

Under this contract, HotelFriend provides the following support and maintenance services (Basic Support):

2.1.1 Access to the knowledge database (FAQ)

2.1.2 Online ticket submission

2.1.3 Qualification of support inquiries

2.1.4 Provision of support

2.1.5 Solutions for project-specific support requests in the form of support in avoiding errors and delivery of corrections (fixes)

2.1.6 Availability of support during working hours

Additional services may be booked separately.

2.2 Delegation to Partner

With the customer's consent, HotelFriend may delegate parts of the services to its partners.

2.3 Other services

All other services that HotelFriend provides in connection with the software, such as installation, training, administration, configuration modification, etc. must be ordered by the customer - unless otherwise agreed.

2.3.1 Custom Development

Provision of cost estimates, analysis, and development of necessary features.

2.3.2 Custom Integration Development

Provision of necessary integration for estimation, research, and development.

2.3.3 Self-Service Kiosk (Hardware)

Hardware Kiosk for Remote Reception software. Delivery to hotels is available in the EU area.

2.3.4 Initial hotel setup

Configuration of the basic settings of a property.

2.3.5 Data Import

Import of reservations and guest master data

2.3.6 Employee training

Training session for a customer's employees.

2.3.7 Initial Booking Engine (BE) setup

Configuration of BE basic information and instructions on how to embed the BE link on the property's website.

2.3.8 Website from template

Configure the basic information and provide the website via the HotelFriend template.

2.3.9 Initial Channel Manager Setup

Configuration of Channel Manager account and its connection with the HotelFriend system

2.3.10 OTA channel activation

Connecting an OTA channel with the HotelFriend system

2.3.11 HotelFriend Payment activation

Setting up the Adyen payment integration

2.3.12 Interface activation

Activation of an existing interface in the HotelFriend system

2.3.13 DATEV interface

Activation of DATEV reporting functions of HotelFriend

2.3.14 POS Terminal

Integration of the POS terminal into the HotelFriend system

2.3.15 Gastronovi integration

Integration of a Gastronovi account into the HotelFriend system

2.3.16 Fiskaly integration

Integration of Fiskaly into the HotelFriend system

2.3.17 Feratel integration

Interface between Feratel system and HotelFriend

2.4 Chargeable Maintenance Work

Chargeable maintenance work comprises all services in connection with the software that are not defined as Basic Support pursuant to section 2.1 or as Other Services pursuant to section 2.3 and therefore must be separately ordered and remunerated, unless expressly agreed otherwise in this contract.

2.4.1 Regulatory and statutory changes

This includes tax adjustments required by governmental bodies as well as other changes to the software required by public authorities.

2.4.2 Layout, templates and invoices

This includes changes to logos, letterheads, footers and similar layout elements, the adaptation, modification and addition of e-mail and letter templates, as well as changes to invoice templates (addresses, logos, headers and footers) and QRP/lists (e.g. daily guest lists, arrival lists), including their setup and user training.

2.4.3 Prices, seasons, categories and data imports

This includes entering new season periods and prices, changing existing prices and season periods, changing existing room categories including the mapping to distribution channels (channels), as well as importing guest data from existing Excel files.

2.4.4 System migrations, hardware and error analysis

This includes the migration of the software installation, the configuration of new and existing hardware (e.g. kiosk, locking system, router), the identification and correction of errors caused by the customer or third parties

(in particular in invoicing and accounting), the review of data/documents in the context of financial audits, as well as troubleshooting for external partners and interfaces.

2.4.6 Requirement of prior order

The services described in this section are provided exclusively on the basis of a separate order placed by the customer; without such order, the customer has no claim to the performance of these services.

2.5 Liability for configurations

2.5.1 The customer is solely responsible for all configurations stored in its system (in particular rates, availabilities, booking restrictions, package components and inclusive services); this also includes configurations implemented by HotelFriend or other third parties at the customer's request or according to the customer's specifications.

2.5.2 HotelFriend is not liable for losses, shortfalls in revenue or misbookings resulting from such configurations being incorrect, incomplete or not checked.

2.5.3 It is the customer's exclusive responsibility to verify the prices, restrictions and availabilities stored in the system before they are released to any booking channels.

2.5.4 The customer has no claim for compensation of loss of revenue or profit, lost profits, price differences or other financial losses arising from faulty customer-side configurations, except where liability is mandatorily required by applicable law.

2.5.5 The analysis and correction of such configuration errors caused by the customer or by third parties are deemed chargeable maintenance work within the meaning of this contract and are only carried out on the basis of a separate order placed by the customer.

2.6 System Administrator

The support and maintenance services can only be requested via the designated system administrator or his representative. These are to be indicated by the customer when ordering this service. Any change of the software manager or his representative must be communicated to HotelFriend in writing. The system administrator and their representatives may only be named employees of the customer who are adequately trained in the operation of the software.

3 Provision of Customer Data

At the time of termination of the contract, HotelFriend will provide all data of the hotel on a data carrier in a common, readable format with standard programs within 30 days to the customer. For the release of data to the customer, a processing fee of sixteen (16) support hourly rates (two working days) will be charged. The processing fee is to be set lower if the customer proves a lower expenditure.

4 Service Level Agreement

HotelFriend provides the services according to the availability (Service Level). The Service Levels allow the client to control and monitor the quality and timeliness of the services provided by HotelFriend.

4.1 Availability

4.1.1 System Availability

System availability per month: 99.8%

4.1.2 Calculation

System Availability (%) = (Monthly Total Time - Unplanned Downtime) / Monthly Total Time

4.1.3 Definitions

4.1.3.1 "Availability" is the customer's ability, as agreed in the contract, to access the functionalities of the contract software.

4.1.3.2 "Scheduled Downtime" is the total time (in minutes) in a calendar month in which the contract software is not available due to scheduled system

maintenance or other planned downtimes. HotelFriend shall make all reasonable efforts to carry out the scheduled system maintenance between 23:00 and 5:00 CEST/CST and to announce this system maintenance with a reasonable lead time.

4.1.3.3 "System Availability" is, in relation to availability in a calendar month, the ratio expressed as a percentage that results from subtracting the Unplanned Downtime in this month from the Monthly Total Time in this month and then dividing the difference obtained by the Monthly Total Time in this month (see formula above).

4.1.3.4 "Monthly Total Time" includes all minutes of the relevant calendar month during the term of the contract.

4.1.3.5 "Unplanned Downtime" is the total time (in minutes) of non-availability in a calendar month without the Scheduled Downtime and without downtime due to circumstances beyond HotelFriend's control. These circumstances include, in particular: (i) breaches of the terms of the contract by the customer, (ii) non-compliance with the provisions of this SLA by the customer, (iii) incompatibility of the customer's resources or software with the agreed requirements for use of the services, including the requirements set out in the access protocols, (iv) poor or inadequate performance of the customer's systems or resources, (v) use of the services by the customer significantly exceeding the agreed volume, or (vi) force majeure (as defined in the contract).

4.1.4 Measuring Point

Place of performance by HotelFriend according to 2.4 of the General Terms and Conditions (Annex 1)

4.1.5 Measuring Time

Calendar month during the term of the contract for the use of the HotelFriend AG internet-based hotel management software.

4.2 Support Services during Unplanned Downtime

During unplanned downtime, the following 24/7 support is provided for support requests directed to HotelFriend at support@hotelfriend.com.

4.2.1 Service Level 1

Classification: Urgent

Criterion: Software is not available at all.

Identification of the problem and confirmation of identification to customers (Response Time): 2 hours

4.2.2 Service Level 2

Classification: Medium

Criterion: Software is available, but its use is limited.

Identification of the problem and confirmation of identification to customers (Response Time): 4 hours

4.2.3 Service Level 3

Classification: Low

Criterion: Software is available, but usage is partially restricted.

Identification of the problem and confirmation of identification to customers (Response Time): 2 business days.

4.2.4 Classification and Fees

The customer communicates the problem to HotelFriend, indicating the corresponding classification (see table above). Regardless of this, within the scope of this Service Level, HotelFriend determines the final classification of the problem and thus the corresponding steps (step 1, 2 or 3 as indicated in the table). If the customer reports a problem twice during the term of the contract, indicating a higher level (classification) than it is subsequently determined by HotelFriend, the customer has to compensate HotelFriend for the expenses of classifying the respective problem on a

time and material basis for all future problem reports.

4.2.5 Qualification

Support Step 1 – Identification: HotelFriend confirms that the problem exists, begins to collect information and conducts an analysis.

Support Step 2* – Interim Solution: HotelFriend addresses the problem and provides an interim solution as far and as soon as possible, so that the respective service is at least partially available.

Support Step 3* – Problem Resolution: HotelFriend provides a final solution to the problem, so that the respective service is fully available again.

* Support steps 2 and 3 are not offered as a service level.

4.2.6 Measurement Time

Per Incident

4.3 Rights in case of Non-Compliance

4.3.1 General

In the event of unplanned downtime, HotelFriend will make commercially reasonable efforts to rectify the unplanned downtime within a reasonable period.

4.3.2 Service Credits

If HotelFriend fails to meet the Service Level set out in clause 4.2 for one of the services, the customer is entitled to the following service credits ("Service Credits"). The service credits for Unplanned Outages are capped at a maximum of 5% of the total fees paid by the customer to HotelFriend for all services provided in the respective service month.

System Availability	Service Credit *
<99,5%	2,5 %
<99,0%	5,0%
<98,0%	7,5%
<97,0%	10%
<96,0%	15%
<95,0%	20%

* % of the monthly price for the contract

4.3.3 Receipt of Service Credits

To receive a service credit, the customer must claim it in writing from HotelFriend within five (5) business days of receiving the Service Level report for the period for which the customer is claiming the service credit. This written claim by the customer must include exact details of the days, times, and duration of each unplanned downtime claimed by the customer. If HotelFriend accepts the customer's written claim for a service credit after a review, HotelFriend will inform the customer that the relevant service credit will be offset against the fees paid by the customer for services in the next monthly invoice for the services. Service credits cannot be credited retroactively. If the customer does not claim a service credit in time, their entitlement to a service credit for the respective month expires. Service credits owed by the customer will be offset against any claims for damages against HotelFriend due to non-compliance with the Service Level.

4.4 Measurement and Report

4.4.1 System Monitoring and Measurement

HotelFriend ensures continuous monitoring of the Service Levels. All measurements of the Service Levels are carried out on a monthly basis for each calendar month during the term of the contract.

4.4.2 System Performance Reports

Upon the customer's request, HotelFriend provides monthly reports on the measurements of Unplanned Downtime and the calculation of system availability for the relevant previous month. If the customer has any complaints about a measurement or other information listed in this report, they must notify HotelFriend in writing within five (5) calendar days of receiving the report, with the accuracy of the report deemed sufficient if no such notification is made by the customer. Each such notification should specify the disputed measurement and describe the nature

of the dispute in detail. HotelFriend and the customer commit to resolving such differences of opinion regarding the Service Levels and/or associated measurements to the extent possible and promptly through mutual agreement.

5. Customer Requirements

5.1 Minimum System Requirements

The service standards listed under point 4 (Availability) assume that the customer meets the following minimum system requirements set by HotelFriend, as applicable:

- a) Internet connection with sufficient bandwidth,
- b) Microsoft Windows, MacOS, Android, or iOS as the operating system in the latest version,
- c) Google Chrome, Mozilla Firefox, or Apple Safari as the web browser in the latest version. Partial support for Microsoft Internet Explorer and Microsoft Edge.

5.2 Additional Obligations of the Customer

Unless otherwise agreed between the parties, the customer is responsible for

- a) the maintenance and support of their computer networks, servers, software, and resources used for the use of the services or for service support for this maintenance and support,
- b) the correct configuration of the customer's systems in accordance with the access protocols, and
- c) the internet connection for access to the services.

5.3 Reporting Unplanned Downtime

In the event of unplanned downtime, the customer must immediately notify HotelFriend. The start of an unplanned downtime is deemed to be the time when HotelFriend receives the customer's detailed report, or the time when HotelFriend first becomes aware of the unplanned downtime.

5.4 Consequences of Non-compliance by the Customer

HotelFriend is exempt from fulfilling its obligations listed in this SLA to the extent it is unable to fulfil these obligations wholly or in part because the customer has not met the contractually agreed requirements or other cooperation duties.

6. Translation and Legal Application

This English version of the document has been translated using Artificial Intelligence (AI). In the event of any discrepancies or misunderstandings caused by the translation, the original German language version of this document shall prevail.