



General and special terms and conditions of HelloGuest

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1 General regulations

1.1 Scope

1.1.1 The following General Terms and Conditions of Business and Delivery apply to all contractual relationships, contractual relationships and pre-contractual negotiations of HelloGuest Solutions GmbH, HelloGuest Enterprise GmbH, Marienortgraben 3-5, 90402 Nuremberg (hereafter: HelloGuest) with its business partners (hereinafter referred to as "Customer"), regardless of the nature and scope of the performance in the context of current and future business relationships.

1.1.2 For all contractual relationships, contractual relationships and pre-contractual negotiations, the terms and conditions of HelloGuest apply exclusively. Conflicting terms and conditions of customers, other parties or third parties are only valid if HelloGuest accepts expressly and in writing their validity. The formal reference to own terms and conditions of the customer is contradicted by HelloGuest.

1.1.3 The customer may object to the terms and conditions of HelloGuest prior to conclusion of the contract in writing. In this case, HelloGuest reserves the right to withdraw offers and terminate the contract negotiations. In this case, neither party shall be entitled to assert claims of any kind against the other party.

1.1.4 The justification of contractual obligations presupposes that the nature and scope of the service and consideration of both contractual partners have been determined in writing. Contract modifications and supplements must be in writing in order to be effective. This also applies to the waiver of this clause.

1.2 Remuneration, terms of payment

1.2.1 Unless otherwise agreed, the respective agreed remuneration shall be due for invoicing with a payment period of 14 calendar-days, but not before delivery of the contractual items or their provision for retrieval in the network and information of the customer about the provision.



- 1.2.2 Payments are to be made without deductions. Discount is only granted if this has been assured in writing by HelloGuest.
- 1.2.3 All prices are exclusive of statutory VAT.
- 1.2.4 The prices for deliveries do not include transport and packaging for physical shipping. When deployed for retrieval over a network, HelloGuest will bear the cost of having the software available on the network, and the customer will be responsible for the cost of the retrieval.
- 1.2.5 In the event of late payment, HelloGuest is entitled to charge the customer interest at the rate of 9 percentage-points p. a. above the respective base rate. In the case of a return debit additional costs for the re-collection arise. In addition to the bank-side fees, a processing fee of 15 EUR per return debit note will be charged.
- 1.3 Delivery dates and delivery times, partial deliveries
 - 1.3.1 Delivery dates and delivery times are only binding if HelloGuest confirms them in writing as binding.
 - 1.3.2 Delivery dates and delivery deadlines are subject to correct and timely self-delivery, unless HelloGuest is responsible for the non-delivery by the subcontractor.
 - 1.3.3 Partial deliveries are permissible as long as the delivered parts are fully usable in isolation. Each partial delivery can be invoiced separately.
- 1.4 Limitation

The limitation period for all warranty claims is one year and begins with the delivery of the contractual items or their provision and notification to the customer thereof; the same period applies to other claims, of whatever nature, in relation to HelloGuest, unless otherwise stated in the special provisions.
- 1.5 Start and duration of continuing obligations, termination
 - 1.5.1 Unless otherwise agreed, continuing obligations are concluded with a minimum term of 24 months. The contract period is extended by a further period of 12 months, if the contract is not terminated with a period of 3 months to the end of the respective contract period.
 - 1.5.2 During the term of the contract, the right of termination for both parties is excluded.
 - 1.5.3 The right of the contracting parties to extraordinary termination for cause remains unaffected.
 - 1.5.4 Termination requires written form.
- 1.6 Termination of contractual relationships
 - 1.6.1 Upon termination of the contractual relationship, the Customer must return to him any items left, original data carriers including manuals and documentation. Any copies made must be completely and finally deleted.
 - 1.6.2 HelloGuest may demand the deletion or destruction of ceded items instead of the return.
- 1.7 Retention of title and reservation of rights
 - 1.7.1 All items supplied by HelloGuest remain the property of HelloGuest until all, including future or conditional claims arising from the contractual deliveries have been settled.
 - 1.7.2 The granting of rights of use, in particular the granting of rights of use for the transfer of software requires that the customer has paid the contractually agreed fee. The customer is entitled to use software that goes beyond the granted rights of use, only with the prior written consent of HelloGuest.



- 1.7.3 In all cases of the termination of his right of use (e.g. by rescission, subsequent delivery), the customer immediately surrenders all deliveries of the contractual items and deletes all copies, insofar as he is not legally obliged to keep them for a longer period.
- 1.8 Confidentiality and privacy
- 1.8.1 The contracting parties undertake to treat all knowledge of confidential information and business secrets of the respective other contracting party gained within the scope of contract initiation and execution as confidential for an indefinite period of time and to use it only for the purpose of implementing this contract.
- 1.8.2 The customer will only make contractual objects accessible to employees and other third parties insofar as this is necessary for exercising the rights of use granted to him. It will inform all persons to whom it grants access to contractual objects about the rights of HelloGuest to the subject matter of the contract and the obligation to maintain secrecy and to oblige these persons to maintain confidentiality to the extent that the persons concerned are not otherwise subject to secrecy, at least to the extent mentioned above.
- 1.8.3 The foregoing obligations shall not apply to confidential information and business secrets that (i) were already obvious or known to the other party at the time of their transmission by the other party; (ii) have become manifest after their transmission by the other party through no fault of the other party; (iii) after being transmitted by the other party to the other party, have been made accessible by third parties in a manner not unlawful and without restriction as to secrecy or recovery; (iv) which have been independently developed by a Contracting Party without the use of the confidential information and business secrets of the Contracting Party; (v) which must be published in accordance with the law, official order or court decision - provided that the publishing party informs the contracting party without delay and assists it in the defense against such dispositions or decisions; or (vi) as far as the contracting party is permitted to use or pass on the confidential information and business secrets on the basis of mandatory statutory provisions or on the basis of this contract.
- 1.8.4 HelloGuest complies with the rules of data protection, in particular if it is granted access to the customer's operation or hardware and software. HelloGuest will ensure that its agents also comply with these terms. Details are regulated in a separate contract for processing orders (Art. 28 GDPR).
- 1.9 Liability
- 1.9.1 In all cases of contractual and non-contractual liability, HelloGuest indemnifies only in accordance with the following provisions:
- In case of intent in full, as well as in the absence of a condition for which HelloGuest has provided a guarantee;
 - In the case of gross negligence, only in the amount of the foreseeable damage which should be prevented by the duty breached;
 - In other cases: only for breach of a material contractual obligation if the purpose of the contract is jeopardized, but always only to the amount of the foreseeable damage;
 - Moreover, to the extent that HelloGuest is insured against the damage incurred, within the framework of the insurance cover and suspensive due to the insurance payment.
- 1.9.2 The limitation of liability according to section 1.9.1 does not apply to liability for personal injury and liability under the Product Liability Act.
- 1.9.3 HelloGuest remains free to object to contributory negligence.
- 1.10 Choice of law, place of performance and place of jurisdiction



- 1.10.1 All contractual relationships between the customer and HelloGuest are governed exclusively by the law of the Federal Republic of Germany. The application of the UN Sales Convention (UNCITRAL) is excluded.
- 1.10.2 Jurisdiction for both parties is the seat of HelloGuest. HelloGuest is entitled, at its own option, to assert its own claims at the place of jurisdiction of a customer. If the customer is not an entrepreneur within the meaning of § 14 BGB ("Bürgerliches Gesetzbuch"), the statutory provisions on place of performance and place of jurisdiction apply.

2 Special provisions for the use of software interfaces and third-party content

In addition to the General Terms and Conditions, the specific provisions for the use of software interfaces contained in this section apply.

- 2.1 Subject of performance at interfaces
 - 2.1.1 HelloGuest provides interfaces to databases and third-party systems as part of its services. These are digital connections that automatically retrieve data, content, and services and integrate them into the features and services provided by HelloGuest.
 - 2.1.2 HelloGuest owes only the possibility of accessing, retrieving and exchanging data and content at the transfer point to the third-party system when providing interfaces to third-party systems. Unless otherwise agreed, the interface information of the third-party system provider (version), which the third-party system provider provided HelloGuest for the first time after the conclusion of the contract, is binding for the provision of services. If the third party system provider does not transmit any interface information, the interface information published by the third party system at the time of conclusion of the contract shall be deemed binding. The adaptation to subsequently changed interface information of the third-party system provider is not owed and requires the conclusion of a separate agreement.
 - 2.1.3 HelloGuest owes neither the data and content itself, which are transmitted for access, retrieval and exchange via the interfaces, nor their checking for timeliness, accuracy and completeness.
- 2.2 Disclaimer for third party content
 - 2.2.1 Customer understands that access to such third-party data stored or provided by third parties as well as the exchange of data with third-party databases and systems via an interface provided by them HelloGuest has no influence over.
 - 2.2.2 HelloGuest shall not be liable for any damage or other financial disadvantages suffered by the Customer as a result of the incorrectness of data and contents, unless these are due to causes for which HelloGuest is responsible.

3 Special provisions for the provision of software

In addition to the General Terms and Conditions, the specific terms and conditions contained in this section apply to the licensing of software. The provisions apply both to the permanent, as well as to the temporary licensing of software ("Software purchase" in the meaning of "Software-Kauf", "Software rental" in the meaning of "Software-Miete"), unless it is expressly stated that the regulations apply only to permanent or temporary licensing of software.

- 3.1 Contract objective
 - 3.1.1 In the case of the permanent licensing of software, the customer acquires the software specified in the offer, including the databases contained therein, as well as the related application documentation in the language specified there ("software") under the terms of use agreed in this contract. A release of updates



is not owed, but requires the conclusion of a separate agreement. HelloGuest rents the software for the agreed period of time when the software is licenses temporarily.

- 3.1.2 The source code of the software is not part of the subject matter of the contract.
- 3.1.3 For the condition of the software and the system requirements, the program description valid at the time of shipping of the software and available to the customer prior to the conclusion of the contract is final. An additional condition of the software is not owed. In particular, the customer cannot derive such an obligation from other representations of the software in public statements or in the advertising of HelloGuest and its employees or sales partners, unless HelloGuest has confirmed such condition beyond in writing.
- 3.1.4 HelloGuest will deliver the Software by sending the Software Ready-to-Install object-code on a disk or by providing it for download by the Customer and notifying the Customer of the provision, including all necessary information required for the download.
- 3.1.5 Installation and parameterization are not due.
- 3.2 Installation, training, maintenance
 - 3.2.1 For the installation of the software, HelloGuest refers to the installation instructions described in the application documentation, in particular the hardware and software environment that must be available to the customer. Upon request, HelloGuest will install the software on the basis of a separate agreement and the applicable price lists.
 - 3.2.2 HelloGuest provides instruction and training by separate agreement on the basis of the respectively applicable price lists.
- 3.3 Grant of rights of use

The nature, content and scope of the granting of rights of use are set out in the respective offer of HelloGuest.

 - 3.3.1 Software purchase: Unless otherwise agreed, HelloGuest grants the customer a simple right to use the software for single user use of the supplied software.
 - 3.3.2 Software rental: In the case of temporary software leasing (rental contract), HelloGuest grants the customer a simple, non-transferable right of use for the duration of the contract. The maximum number of users allowed to access the software at the same time is equal to the number of concurrent user licenses. The use of the software is limited to the operation at the agreed place of performance.
 - 3.3.3 The customer is entitled to use software that goes beyond the rights of use granted, only with the prior written consent of HelloGuest. In the event of additional use without consent, in particular with the simultaneous use of a larger number of users than agreed upon, HelloGuest shall be entitled to charge the amount due for further use according to the price list valid at that time.
- 3.3.4 The Customer may use the Software only for the purpose of processing its internal business transactions. In particular (i) data center operations for third parties or (ii) the temporary provision of the Software (e.g. as an Application Service Providing "ASP" or Software as a Service or Software as a service "SaaS") or (iii) the use of the software to train individuals who are not employees of the customer is not permitted and requires a separate agreement with HelloGuest. Commercial resale or sub-rental is prohibited.
- 3.3.5 Duplication of the Software is only permitted to the extent that this is necessary for the contractual use. The customer may make backup copies of the software according to the rules of technology to the necessary extent. Backup copies on removable media are to be marked as such and provided with the copy-right notice of the original data carrier.



- 3.3.6 If the Customer has purchased the Software for permanent use by means of the online download, he is entitled to copy the Software to a data carrier in the case of a transfer for which HelloGuest's distribution right will exhaust. Incidentally, the right of HelloGuest to the online copy is exhausted in the same way as if the customer had received the software on disk.
- 3.3.7 The customer is entitled to changes, enhancements and other modifications of the software in terms of § 69 c no. 2 UrhG ("Urhebergesetz") only to the extent that the law allows such indispensable. Before the customer eliminates errors himself or through third-parties, he allows HelloGuest two attempts to eliminate the errors. However, the customer has no rights to use and to exploit such procession beyond to the rights granted under the relevant contract.
- 3.3.8 The customer is only entitled to decompile the software within the limits of § 69 e UrhG and only if HelloGuest has not provided the necessary data and / or information after a written request with a reasonable deadline in order to ensure interoperability with others Hardware and software manufacture.
- 3.3.9 If HelloGuest transfers to the customer any supplementary work (e.g. patches, additions to the user manual) or a new version of the subject matter of the contract (e.g. update, upgrade) that replaces previously provided software, these provisions apply equivalently. If HelloGuest makes available a new version of the subject of the contract, the powers of the customer with regard to the legacy software expire even without explicit return request, as soon as the customer uses the new software productively.
- 3.3.10 Reproduction or modification of the application documentation is not permitted.
- 3.4 Cooperation and information obligations of the customer
- 3.4.1 The customer has informed himself about the scope of service and the essential features of the software.
- 3.4.2 The establishment of a functional - and also under consideration of the additional load by the software sufficiently dimensioned - hardware and software environment for the software is the sole responsibility of the customer.
- 3.4.3 Before using the software, the customer thoroughly tests for freedom from defects and usability in the existing hardware and software configuration. This also applies to software that he receives as part of the warranty and software maintenance.
- 3.4.4 The customer complies with the instructions given by HelloGuest for the installation and operation of the software.
- 3.4.5 In the connection with Software-rental, the Customer shall promptly report any defects in the Software and will consider HelloGuest's advice for problem-analysis within reasonable limits and forward all information required to correct the defect to HelloGuest.
- 3.4.6 Insofar as HelloGuest is in charge of additional performance obligations beyond the provision of the software, the customer shall contribute to the extent required free of charge employees, workspaces, hardware and software, data and telecommunication facilities.
- 3.4.7 The customer grants HelloGuest access to the software for debugging and troubleshooting, at the option of the customer, directly and / or via remote data transmission. HelloGuest is entitled to verify that the software is used in accordance with the agreed terms. For this purpose it may request information from the customer, in particular about the period and scope of use of the software.
- 3.4.8 The customer shall take reasonable precautions in the event that the software does not work properly in whole or in part (e.g. through daily data backup, malfunction diagnosis, regular checking of the data processing results).



- 3.4.9 Insofar as the customer does not expressly point out in advance, HelloGuest may assume that all data of the customer with whom it can come into contact are secured. The customer carries disadvantages and additional costs from a violation of these obligations.
- 3.4.10 The customer must take appropriate precautions to protect the software from unauthorized access by third parties. He will keep the original data carriers and the data media with the copies made by him as well as the documentation in a secure place.
- 3.4.11 The customer assumes an obligation to inspect and to give notice of defects in respect of all deliveries and services of HelloGuest in accordance with § 377 HGB ("Handelsgesetzbuch").
- 3.5 Material and legal defects; other disruptions; limitation
- 3.5.1 In the case of software-purchase, HelloGuest guarantees the agreed quality of the software and that the use of the software in the contractual scope by the customer does not conflict with any third party rights under the rules of the sales law; in the case of software-rental, under the rules of the rental law. However, the guarantee of the freedom of the software from third-party rights only applies to the destination country agreed between the parties in which the software is to be used. Without express agreement, the warranty applies to the country in which the customer has his place of business.
- 3.5.2 In the case of software-rental, HelloGuest warrants defects in the first instance through subsequent performance. To this purpose, it provides the customer at its option new software or eliminates the defect. A defect removal also applies if HelloGuest shows the customer reasonable possibilities to avoid the effects of the defect.
- 3.5.3 In the case of legal defects, HelloGuest initially warrants supplementary performance. For this purpose, HelloGuest provides the customer with a legally faultless option to use the supplied software or replaced or modified equivalent software.
- 3.5.4 HelloGuest is entitled to make the subsequent performance dependent on the customer having paid at least a reasonable part of the remuneration.
- 3.5.5 The customer is obliged to take over a new software version if the contractual scope of functions is retained and the takeover does not lead to significant disadvantages.
- 3.5.6 If two attempts at subsequent performance fail, the customer is entitled to set a reasonable period for correcting the defect. He has to explicitly and in writing to point out that he reserves the right to rescind the contract and / or claim damages in case of renewed failure.
- 3.5.7 If the rectification fails even in the period set, the customer can withdraw or terminate from the contract or lessen the remuneration. HelloGuest shall indemnify or reimburse the customer for any expenses incurred due to a defect within the limits set out in these general terms and conditions. HelloGuest can demand after expiry of a period set in accordance said afore that the customer exercises his rights resulting from the expiration of the period within two weeks after receipt of the request. After the deadline, the right to determine goes over to HelloGuest.
- 3.5.8 If HelloGuest provides services without the obligation to perform troubleshooting, HelloGuest may demand compensation in accordance with its usual rates. This applies in particular if a defect is not demonstrable or not attributable to HelloGuest. In addition, the additional effort on the part of HelloGuest, which results from the fact that the customer has not complied with his obligations to cooperate and provide information, must be remunerated.
- 3.5.9 If third parties claim that the customer is prevented from exercising the powers of use granted to him by contract, the customer shall inform HelloGuest immediately in writing and comprehensively. He authorizes HelloGuest to bring actions against third parties in and out of court. If the customer is sued, he agrees with HelloGuest and takes action, especially acknowledgments and comparisons, only with his consent.



- 3.5.10 From other breaches of duty of HelloGuest, the customer can only derive rights if he has reported in writing and granted a reasonable period to remedy. This does not apply if a remedy does not apply according to the nature of the breach of duty.
- 3.5.11 In the case of intent or gross negligence of HelloGuest, in case of fraudulent concealment of the defect, in case of personal injury or defects of title within the meaning of § 438 Abs. 1 No. 1 a BGB ("Bürgerliches Gesetzbuch"), as well as for guarantees (§ 444 BGB "Bürgerliches Gesetzbuch") the statutory limitation periods shall apply as for claims according to the product liability law ("Produkthaftungsgesetz").

4 Special Terms for Online Services

In addition to the General Terms and Conditions, the specific provisions for online services contained in this section apply.

4.1 Contract subject

4.1.1 The subject matter of the Online Service is the functions, data and content provided for remote access via the Internet or other public networks. Unless otherwise agreed, the subject of the contract is the temporary remunerated use of the services by means of remote access as well as the possibility to store data by the customer on servers operated on behalf of HelloGuest.

4.1.2 The connection of the customer to the Internet or the data line for retrieving the functions or data provided by HelloGuest is not part of the contract.

4.1.3 HelloGuest will keep the respective service up-to-date ready for use on the basis of the agreed date on a central data processing system or several data processing systems ("servers"). This includes the technical usability at the point of delivery for use by the customer using appropriate access software over an internet or telecommunications connection. A transfer of the software to the customer does not take place. The respective service is offered with the scope of services and functions as it results from the functional description published at the time of the conclusion of the contract. HelloGuest makes no guarantee that online services are suitable for other purposes intended by the customer.

4.1.4 If and insofar as the provision of a new version or a change involves a substantial change in contractually guaranteed functionalities or restrictions on the usability of previously generated data, HelloGuest will notify the customer in writing at the latest six weeks before such a change takes effect. If the customer does not object to the change in writing within a period of two weeks from receipt of the change notification, the change becomes part of the contract. HelloGuest will alert the customer to any notice of changes to the aforementioned deadline and the legal consequences of its elapse.

4.1.5 HelloGuest keeps available space on the server from the agreed upon date of the operational provision of the data generated by the customer or the data required for the use of the services (hereinafter: "application data") to the extent required by the contract.

4.1.6 HelloGuest reserves the right to set up areas in the menu navigation, on the application surface or in the field of view of the application areas in which automated functions, applications and content of HelloGuest or third-party providers can be entered. HelloGuest ensures that legitimate concerns of the customer are not affected thereby.

4.2 Availability

Unless otherwise agreed between the parties, HelloGuest guarantees an availability of 98% on a monthly basis. Failure to be unavailable will not include failures due to regular maintenance, which will be between 10:00 pm and 6:00 am daily.

4.3 Transfer point



- 4.3.1 The risk transfers to the customer with the provision of the contractual services at the router exit of the HelloGuest computing center or the resources hired by HelloGuest for the provision of the online services (transfer point).
- 4.4 System Requirements
 - 4.4.1 Access to online services functions is via an internet connection. This is not part of the contract. The customer procures these independently at his own risk.
 - 4.4.2 For an unlimited use of the online services, an internet connection of the respective access unit (e.g. tablet, TV, PC) with a transmission rate of at least 5 Mbit / s is required as a system requirement.
- 4.5 Grant of rights
 - 4.5.1 The customer receives a simple, non-transferable, limited to the contract term right of use for use on the server of HelloGuest. The customer may use the application only for own business activity. In addition, the customer is not permitted to allow third parties to use the services.
 - 4.5.2 The customer is not entitled to make changes to the services. This does not apply to changes necessary to correct errors, provided that HelloGuest is in default of remedying the defect, refusing to remedy the defect, or unable to correct the defect by opening insolvency proceedings.
 - 4.5.3 If HelloGuest provides new versions, updates, upgrades or other new deliveries during the term, the above rights also apply to them.
- 4.6 Right to use available content
 - 4.6.1 The use of available data and content is only permitted insofar as the possibility for use has been granted by a corresponding functionality. Available data and content may only be accessed and displayed online for the customer's own business purposes. The customer is prohibited from removing or changing copyright notices, logos and other license plates or protection notices.
 - 4.6.2 The customer is only entitled to download and print content to the extent that a corresponding functionality is available. In each case, the customer receives a temporally unlimited and non-exclusive right of use for properly used or non-commercial purposes for use for his own, non-commercial purposes.
 - 4.6.3 For the rest, all rights to the content remain with the original copyright holder.
- 4.7 Storage of customer application data, release, databases
 - 4.7.1 HelloGuest keeps the application data stored by the customer and all other stored data of the customer (application data) during the contract period and after termination of the contract for a period of 24 months and available.
 - 4.7.2 HelloGuest will provide the customer's application data on request on a standard data carrier in a common data format or by means of remote data transmission for acceptance against reimbursement of the necessary and proven costs for acceptance.
 - 4.7.3 If and insofar as by compiling application data on the HelloGuest server a databases or database works are created, all rights to this shall apply to the customer. The customer remains the owner of the databases or database works after the end of the contract. After enabling data backup and prior notification in text form, which asks the customer to download the backup within three weeks, HelloGuest is entitled to delete the databases or database works.
- 4.8 Duties and Obligations of the Customer
 - 4.8.1 The customer is obligated to keep the usage and access data provided to him secret, to protect it against access by third parties and not to pass it on to other users or third parties. The customer must take ap-



appropriate precautions to prevent misuse of the user and access data and unauthorized use of the online services.

- 4.8.2 The Customer shall inform HelloGuest immediately if there is a suspicion that the access data or passwords could have been disclosed to unauthorized persons or if it has knowledge that unauthorized access to the online services has taken place via the Internet or telecommunications connection opened by him.
- 4.8.3 The customer shall ensure that the Internet and telecommunications connections opened by him cannot be used to retrieve data from the system or transfer to the HelloGuest system unless this is not within the limit of the contractual scope or, as a result, the security and integrity of the HelloGuest system or the data stored there is compromised. The customer will use anti-virus programs for this purpose.
- 4.8.4 The Customer shall ensure that content transmitted to HelloGuest via the Internet or telecommunication opened by him is free of third-party rights or that he has sufficient rights of use and exploitation.
- 4.8.5 The customer is obliged to report defects to online services immediately.
- 4.8.6 The Customer shall ensure that the application data generated using the HelloGuest functions are regularly and according to the importance of the data backed up to restore them in case of loss of data.
- 4.9 Prohibited activities
- In connection with the use of online services, any activities are prohibited that violate applicable law, violate the rights of third parties or violate the principles of youth protection. As far as online services are used to publish content, the following actions are prohibited:
- 4.9.1 Posting, dissemination, offering and promotion of pornographic, violating child protection laws, data protection laws and / or other rights, and / or fraudulent content, services and / or products;
- 4.9.2 Use of content that offends or defames third parties;
- 4.9.3 Use, provision and distribution of content, services and / or products that are protected by law or encumbered with third party rights (e.g. copyrights) without expressly being authorized to do so;
- 4.9.4 Distribution of viruses, Trojans and other harmful files;
- 4.9.5 Sending of junk or spam e-mails and chain letters;
- 4.9.6 Dissemination of offensive, sexually explicit, obscene or defamatory content or communication, and any content or communication that is capable of promoting or supporting racism, fanaticism, hate, physical violence or unlawful acts (respectively explicitly or implicitly);
- 4.9.7 Harassment of third parties e.g. by multiple personal contact against the reaction of the recipient;
- 4.9.8 Requesting third parties to reveal passwords or to release personal data for illegal or unlawful purposes;
- 4.9.9 Dissemination and / or public reproduction of content available on the portal, unless expressly permitted by the respective copyright owner or expressly provided as functionality on the portal;
- 4.9.10 Actions designed to interfere with the smooth operation of the online services portal, in particular to overburden the HelloGuest systems.
- 4.10 Monitoring, blocking, deletion
- 4.10.1 If HelloGuest gives concrete indications that unlawful and / or criminal acts have taken place in connection with the use of online services, HelloGuest is entitled to review activities and, if necessary, initiate appropriate legal action.



- 4.10.2 If the customer violates the regulations in sections 4.8.1, 4.8.3, 4.8.4 and / or 4.9, HelloGuest may block the customer's access to the online services or application data if the breach can be demonstrably remedied.
- 4.10.3 If the customer violates section 4.9 unlawfully, HelloGuest is entitled to delete the affected data or application data.

5 Limitation of Liability for Free Services

HelloGuest is liable for damages caused by the use of free of charge provided functions, data and content only to the extent that the damage was caused by contractual use of the gratuitous functions, data and content, and only if HelloGuest intent and / or gross negligence can be attributed.

6 Special provisions for support and software maintenance

In addition to the General Terms and Conditions, the special provisions for support (user assistance) and software maintenance specified in this section apply insofar as their provision has been agreed.

6.1 Scope, performance content

6.1.1 Subject matter of agreed support is the provision of assistance with questions regarding the operation of the software supplied by HelloGuest. This does not include the removal of errors, defects or the delivery of software updates. Unless otherwise agreed, HelloGuest provides a ticket system via which requests can be made. The customer sends HelloGuest questions about the operation of the software via e-mail. HelloGuest customer service will assist the customer by e-mail. Support times are Monday to Friday from 09:00 to 17:00, with the exception of public holidays in Bavaria / Germany.

6.1.2 Subject matter of agreed software maintenance is the elimination of errors, defects and delivery of software updates, including the respective documentation. HelloGuest provides the customer with new versions or releases via an update function in the program exclusively in the context of software maintenance. The delivery of new documentation and manuals takes place in digital form. The latest version of the licensed programs created by HelloGuest is maintained. Older versions are maintained only by written agreement.

6.2 Adaptation to changes legal regulation and standards

6.2.1 If (mandatory) legal regulations and standards change that are relevant to the program and the operating procedures of the Contractor, HelloGuest timely shall make corresponding adjustments before they come into force, insofar as this is in view of the time of publication of the amendments possible and reasonable.

6.2.2 The obligation to adapt is fulfilled if the usability of the program is not or only insignificantly limited under the changed legal regulations and standards.

6.3 Obligations of cooperation of the customer

6.3.1 In order to effectively describe, pinpoint, identify and report any errors, Customer must follow the instructions provided by HelloGuest as part of the error analysis.

6.3.2 The customer designates a contact person who is sufficiently competent to specify error messages and questions.

6.3.3 If, in exceptional cases, "on-site visits" are necessary, the customer will ensure access to the computer system on which the licensed programs are running. In addition, the customer will reasonably assist HelloGuest in correcting the error. In particular, the customer provides after consultation operator for the



computer system, data carriers and required peripherals and necessary communication facilities (especially telephone) at the place of the installation of the system.

- 6.3.4 The customer shall take appropriate measures in the event that the software does not work in accordance with the contract, in particular by means of evasive procedures, data backup and continuous review of the results. Data must be reconstructed from machine-readable data at a reasonable cost.
- 6.3.5 Any additional work resulting from a breach of Customer's obligations to cooperate shall be invoiced separately by HelloGuest at the list prices and conditions valid at the time the service is provided. In the event of a lasting breach of duty to cooperate by the customer, HelloGuest is further entitled to terminate the maintenance and servicing contract without notice within a reasonable period.
- 6.4 Remuneration, Billing, Adjustment of Remuneration
 - 6.4.1 The basis for the remuneration is the respective price of the software plus fee-based program adjustments (creation and adaptation of software according to section 7).
 - 6.4.2 Billing takes place on the 1st of each month in advance. Remunerable extensions of the software are summarized on the basis of the 1st of a quarter on the basis of the billing and extend for the following period the billing basis. There is no separate billing. The contract document is considered as a permanent invoice.
 - 6.4.3 For contracts of indeterminate duration, HelloGuest reserves the right to adjust the compensation for changes in the cost of living or price increases in the area of personnel and material costs. HelloGuest will communicate to the customer any change in the maintenance fee in text form. The change will take effect after the expiration of the month following the date of receipt. If increased by more than 10% within 12 months of the last fixing, the customer is entitled to terminate the contract by giving fourteen days' notice to the end of the month before the increase takes effect.

7 Special provisions for the creation and adaptation of software

In addition to the General Terms and Conditions, the specific terms and conditions set forth in this section apply to the creation or adaptation of software to specific customer requirements.

- 7.1 Conclusion
 - Subject of performance is the provision of specific development services according to customer specifications and the production of the agreed work success. This assumes that HelloGuest submits a written offer containing the required specifications for the work description and the customer accepts the offer.
- 7.2 Terms of payment, cancellation fee
 - 7.2.1 Unless otherwise agreed, the customer is obligated to pay 50 percent down payment upon placing the order, 45 percent for the transfer of the contract software to the test environment (Deployment Staging System) and 5 percent for the transfer to the production system (Go -live).
 - 7.2.2 If the customer terminates the order in accordance with § 648 BGB ("Bürgerliches Gesetzbuch"), HelloGuest may demand a lump sum payment of 15 percent of the agreed remuneration. The customer is free to prove that HelloGuest is saving expenses as a result of the termination of the contract, so that deducting such expenses saved the remaining remuneration is less to the agreed remuneration.
 - 7.2.3 HelloGuest shall be free to demand compensation up to the agreed remuneration after deducting what was saved as a result of the cancellation of the contract.
- 7.3 Acceptance, test phase



- 7.3.1 The customer is obliged to accept performance if the work has the agreed quality. Due to insignificant defects, the acceptance cannot be denied.
- 7.3.2 Acceptance shall be the same if the customer does not accept the work within a reasonable period specified by HelloGuest, although he is obliged to do so.
- 7.3.3 Unless otherwise agreed, the customer shall accept the work immediately after delivery and notification of completion by HelloGuest in the test system of the customer. The test phase is 10 calendar days from transfer into the test system of the customer. The acceptance is the same if the customer complains about any defects until the end of the test phase.
- 7.3.4 If the customer transfers the work in his live system, it is deemed to be the same if the customer does not complain within 10 calendar days about any defects despite the presence of recognizable defects or does not point out that the continuation of the use of the work only serves to limit the damage.
- 7.4 Warranty
 - 7.4.1 HelloGuest warrants that the work will be free from defects at the time of acceptance, which may invalidate or significantly diminish its value or suitability for the normal and required use of this Agreement.
 - 7.4.2 During the term, HelloGuest will rectify legitimate defects by subsequent performance, either by repair or replacement. For minor errors, HelloGuest can optionally provide a workaround and eliminate the defect with the delivery of the next update. The right of the customer to cancel the contract or to reduce the remuneration is excluded during this time.
 - 7.4.3 If the rework fails twice and the customer is not satisfied with further waiting, the customer can withdraw from the contract or reduce the reimbursement. In addition, the customer may demand compensation for damages in lieu of performance or reimbursement of the expenses incurred in vain within the scope of the statutory provisions.

8 Special Provisions for the Supply of Hardware on a Purchase Basis

In addition to the General Terms and Conditions, the specific provisions for the delivery of hardware on a purchase basis set forth in this section apply.

- 8.1 Subject of the contract

The subject of the contract with the agreed delivery of hardware on a purchase basis is the delivery and transfer of the purchased goods according to the following provisions. Installation or production of the technical operational readiness is not subject of this contract. The provision of corresponding services requires a separate agreement.
- 8.2 Delivery, force majeure, transfer of risk
 - 8.2.1 The delivery is made at the expense of the customer to the address stated in the offer.
 - 8.2.2 When the goods are handed over to the carrier designated by HelloGuest, the risk of accidental loss or deterioration passes to the customer. HelloGuest concludes appropriate freight insurance at the customer's request upon written request of the customer.
 - 8.2.3 The agreement of a certain date requires HelloGuest to confirm this in writing.
 - 8.2.4 If HelloGuest is prevented from fulfilling its obligation by force majeure, in particular by the occurrence of unforeseeable, extraordinary circumstances (e.g. energy supply difficulties, strike or lockout, business disruptions) despite the application of reasonable care, the delivery period shall be extended to an appropriate extent. If HelloGuest in these cases, the delivery and performance is impossible, HelloGuest will be exempted from its performance obligations.



8.3 Duties of the customer

- 8.3.1 The customer shall ensure that the purchased item can be delivered properly at the agreed delivery time.
- 8.3.2 The customer is obliged to observe the notified guidelines of the manufacturer for the required system environment when setting up the purchased item.
- 8.3.3 The customer is obligated to inspect the purchased goods immediately after delivery for their proper function and completeness and to notify HelloGuest of any defects in writing without delay.

8.4 Material and legal defects

- 8.4.1 There is a material defect if the contractual objects do not have the designated quality or are not suitable for the contractually agreed use.
- 8.4.2 The customer shall not be entitled to claims for defects if he has modified the products or has had them modified by third parties or has used them with products other than those given, unless the customer proves that the defect was already present in the moment of delivery.
- 8.4.3 Claims for defects in the products (including documentation) are subject to a limitation period of one year after delivery, insofar as they are not claims for injury to body, life and health or willful misconduct or gross negligence.
- 8.4.4 Any known and occurring defects are to be reported as possible by the customer in written form and immediately after discovery. The defects should be documented by the customer in the most comprehensible way possible.
- 8.4.5 In the event of a defect, HelloGuest will remedy the defect within a reasonable period of time in accordance with the following rules:
 - 8.4.5.1 The supplementary performance may be carried out either at the option of HelloGuest by repair or by a new delivery. The customer is entitled to demand a certain type of supplementary performance if the other form of supplementary performance is unacceptable. To the extent that third-party rights are violated, HelloGuest may, at its own discretion, remedy the situation by having HelloGuest acquire a license for the benefit of the customer or modify or replace functions only with acceptable effects for the customer, so that their contractual use ceases to injure such right protected.
 - 8.4.5.2 HelloGuest may also remedy the defect by telephonic or written or electronic instruction to the customer.
 - 8.4.5.3 HelloGuest shall bear the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs. Any additional expenditure which HelloGuest incurs as a result of the fact that the purchased item was transported by the customer to a place other than the agreed place of delivery shall be borne by the customer.
 - 8.4.5.4 If it turns out that the notice of defect was unjustified, HelloGuest may demand compensation for the expenses incurred insofar as the customer acted at least negligently.
- 8.4.6 If the supplementary performance fails and the customer has set a reasonable deadline that allows for at least two attempts of rectification, the customer may, at his discretion, rescind the contract or reduce the payment. The subsequent performance is not considered to have finally failed after the second unsuccessful attempt; rather HelloGuest is free to make any attempts at subsequent performance during the period set by the customer insofar as this is reasonable for the customer.
- 8.4.7 Setting a deadline by the customer is unnecessary if it is no longer reasonable for the customer. This is particularly the case when HelloGuest finally and seriously denies the subsequent performance.



- 8.4.8 The customer may additionally claim damages instead of performance or reimbursement of expenses if HelloGuest is at fault.
- 8.4.9 The right of withdrawal and the claim for damages in place of the entire service only exist in the case of significant defects.
- 8.4.10 In the event of a justified cancellation by the customer, HelloGuest is entitled to demand reasonable compensation for the use of the products by the customer until the return.
- 8.4.11 If HelloGuest has fraudulently concealed a defect or assumed a guarantee for its quality, the statutory provisions on defects in quality and title and their limitation period remain unaffected.

9 Severability clauses

Should individual clauses of the above general and special terms and conditions be completely or partially invalid, this does not affect the validity of the remaining clauses. The parties to the contract will agree on a substitute regulation that comes closest to the economic purpose of the invalid provision. In case of doubt the legal regulations apply.