

Terms of Service

These terms of service (“Terms”) listed below constitute the entire agreement between you and Codahead sp. z o.o. sp. kom. (“Reservify” or “us”, “our”, “we”), in relation to and governing your access and use of our services, systems and infrastructure as further set out herein below.

1. Definitions.

1.1. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity, including any entity that is a part of the same franchise as the applicable entity. A person or entity is in “control” of another entity when the person directly or indirectly owns or controls fifty percent (50%) or more of the outstanding voting stock or other voting ownership interests of the entity, or possesses, directly or indirectly, the power to elect or appoint fifty percent (50%) or more of the voting members of the governing body of the entity.

1.2. “Agreement” means each independent agreement consisting of the Sales Order and these Terms (and if applicable, any Addendums, Schedules and Exhibits thereto).

1.3. “Authorized User” is an individual authorized by the Customer, to access the Work Management Platform on behalf of Customer and for the Customer’s internal business purposes, or otherwise in accordance with the provisions of the Agreement. Examples of Authorized Users include employees, consultants and/or subcontractors of the Customer that are assigned to administer and manage the Reservify Services on behalf of Customer under the Agreement. For clarification, unless approved by Reservify in writing (e-mail acceptable), Customer will ensure that each Authorized User is a natural person, and not a legal entity, in which case the Customer shall pre-approve such corporation vis-à-vis its point of contact at Reservify. An Authorized User shall not include a Competitor, unless otherwise approved in advance and in writing by Reservify. For the purpose of this clause 1.3, “Competitor” means any person or entity operating, directly or indirectly,

severally or jointly with others, in Reservify's line of business, which is a competitor or deemed a competitor of Reservify.

1.4. "Client" is an individual authorized by Customer, excluding Competitors, to access the Client Experience Platform in accordance with the Agreement for the Client's purposes. For clarification, unless approved by Reservify in writing (e-mail acceptable), Customer will ensure that each Client is a natural person, and not a legal entity.

1.5. "Client Experience Platform" is the proprietary "white label" web application or native mobile app designed on Reservify's framework to manage the Customer's Clients experience, including interactions, communications and/or upsell services, which interacts with the applicable Customer's Work Management Platform.

1.6. "Committed Units" means the minimum number of accommodation units (room, apartment, bed or any similar accommodation unit) for which the Customer will be charged for the Services provided by Reservify.

1.7. "Content" means information made available by Reservify to Customer through the Reservify Services pursuant to a Sales Order, as more fully described in the Documentation. Content may include information from publicly available sources or from third-party content providers who collaborate with Reservify.

1.8. "Customer" means the entity executing the Agreement as the customer, and any of its Affiliates that are added to the Agreement by mutual written agreement of the Parties. Customer and such Affiliates will be jointly and severally responsible for all obligations of Customer in the Agreement.

1.9. "Customer Data" means electronic data and information relating to the Customer and its Authorized Users, Third-Party Suppliers (as defined in clause 2.5 below) and/or its Clients and is submitted by or for Customer to the Services, excluding the Content.

1.10. “Documentation” means the applicable documentation for Software and/or Services (including any applicable user guides, manuals and policies), as provided and updated from time to time by Reservify. The Documentation may be accessible at Reservify’s support webpage(s), or may be provided by Reservify to Customer in other ways upon request from Customer (e.g., via e-mail or web-link).

1.11. “Reservify” means the commercial brand name owned and utilized by Codahead sp. z o.o. sp. kom.

1.12. “Reservify Platform” is the proprietary Reservify Software-as-a-Service cloud-based solution allowing Customers to manage their hospitality related services offered to the Clients and other customers or affiliates of Customer.

1.13. “Effective Date” means the date of execution of the Sales Order

1.14. “including” means including, without limitation.

1.15. “IP Rights” means any and all intellectual property rights anywhere in the world, including all (a) patents, including utility patents, design patents, utility models, industrial designs, statutory registrations and all other equivalent or similar rights anywhere in the world in inventions and discoveries, together with any applications thereof (“Patents”), (b) copyrights and all other similar rights in software, documentation, and other works of authorship (“Copyrights”), (c) trade secrets rights and other similar rights in oral and written confidential information, know-how, documentation, technology and software (“Trade Secrets”), (d) rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, and applications therefore (“Trademark Rights”), (e) rights in all moral and economic rights of authors and inventors, however denominated or designated, (f) algorithms and “look and feel”, (g) any functions, features or interface (including the source-code and/or design thereof) developed in connection with the Reservify Platform or Client Experience Platform, whether independently or

developed pursuant to any Customer feedback, ideas or specific Sales Order, including if Professional Services for the development thereof have been acquired to that end or whether suggested ad-hoc by the Customer and (h) any other similar, corresponding or equivalent rights to any of the foregoing.

1.16. “Liquidity Event” means any of the following: (a) a liquidation, dissolution or winding up of Reservify, (b) a consolidation, merger, scheme of arrangement or amalgamation of Reservify with or into any other corporation or corporations or non-corporate business entity or any other corporate reorganisation, in which the shareholders of Reservify immediately prior to such consolidation, merger or reorganisation, own less than a majority of the surviving or acquiring entity’s voting power immediately after such consolidation, merger or reorganization, or (c) a sale, lease or disposition of all or substantially all of the assets of Reservify, including the sale, transfer, exclusive license or other disposition in a single transaction or a series of related transactions of all or substantially all of the assets of Reservify (other than to a wholly-owned subsidiary of Reservify).

1.17. “Monthly Active Units” means any accommodation unit (i.e. room, apartment, bed or any similar accommodation unit) booked for reservation during any calendar month, including in the event such reservation commenced in a previous calendar month.

1.18. “Order” or “Sales Order” means each order form for Services executed by the Customer and referring to these Terms. Each Order form, together with this Agreement will be one separate and complete Agreement, independent of any other Order that the Parties may execute. Orders may be submitted and accepted electronically or in hard copy (and if applicable, amended or renewed by mutual agreement

1.19. “Professional Services” means any supplementary professional services provided by Reservify alongside grant of access to Software and support and maintenance related thereto, including but not limited to development work for customizing the Reservify Platform to be compatible with the Customer’s system and/or development of custom features, functionalities or interface

for the Reservify Platform or Client Experience Platform or third party systems used by Customer and/or consulting, implementation or training services provided by Reservify to Customer under a relevant Order and/or any addendum to the Agreement.

1.20. “Services” or “Reservify Services” means any services made available by Reservify to Customer under the Agreement, as specified in an Order, including any Software and technology used by Reservify to deliver such services, and including any Software and technology licensed by Reservify from its licensors. Reservify Services may also include on-premises, SaaS services, API access, and other cloud-based services.

1.21. “Software” means all parts of the Client Experience Platform, including (i) computer software and code, in the form made available by Reservify (whether in source code or object code), including any and all software implementations of algorithms, models and methodologies, assemblers, scripts, macros, applets, compilers; development tools, design tools and user interfaces; (ii) databases and compilations, including any and all data (including technology, image and sound data), whether machine readable or otherwise; (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; (iv) all Documentation; (v) all training information and all marketing and sales-related documentation; and (vi) all other data related to the Services. The term Software also includes any cloud-based software operated by Reservify, providing SaaS functionality, mobile apps, client device software, edge computing software modules, and applicable programming interfaces (APIs).

1.22. “Subscription Start Date” means the earlier to occur of (a) the date of the first commercial use of the Reservify Services by the Customer or (b) the date mentioned in the Sales Order as the Subscription Start Date.

2. Reservify Services.

2.1. License. Subject to the terms and conditions of the Agreement and Customer's compliance therewith, and except as otherwise provided in an Order, Reservify grants to Customer a non-exclusive, non-sublicensable, non-assignable (except as permitted in Section 10.1 below), revocable license to use the Reservify Services described in the Order. The foregoing license will be in effect for the Subscription Term and include any right for Customer to permit the Authorized Users and the Clients, as applicable, to access and use the Reservify Services within the scope of the foregoing license granted to Customer, and otherwise in all respects subject to the provisions of the Agreement.

2.2. Updates and Security. Reservify may, at its sole discretion, update, amend or supplement the Reservify Services from time to time, including for the purpose of improving or adding new functionality to the Reservify Services, or to reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third-party services or Content. Reservify will make commercially reasonable efforts to ensure that Customer's operational processes are not materially adversely affected by such updates, modifications and/or changes. Customer will reasonably cooperate with Reservify to help secure the Reservify Services as requested by Reservify from time to time, including by helping Reservify to install security patches and deploy other risk mitigation or prevention techniques. Reservify may suspend Customer's access to the Reservify Services at any time, in Reservify's discretion, in case of actual or suspected security risks or threats to the Reservify Services, in which case Reservify will notify Customer of the respective issue as soon as reasonably practicable.

2.3. Use of Services. Customer will not itself, and will not permit others to:

2.3.1. use the Reservify Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property

rights; or otherwise violate applicable laws, ordinances or regulations;

2.3.2. compromise the security, safety and/or integrity of the Reservify Services, Software and/or other Content provided by Reservify, including but not limited through any attempt to circumvent security or data protection software and/or infrastructure means and/or any attempt to use offensive cyber means to assault and/or crack into Reservify's databases and/or systems.

2.3.3. perform or disclose any performance or vulnerability testing of the Reservify Services without Reservify's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Reservify Services; or

2.3.4. share passwords among its Authorized Users or Clients (i.e. one set of credentials per user), or otherwise permit any of its Authorized Users or Clients to share or grant access to the Reservify Services corresponding account or designated credentials to any third-party;

2.3.5. ((a) through (d) collectively, the "Use Policy").

In addition to its other rights and remedies under the Agreement, Reservify has the right to take immediate remedial action if Customer violates or permits the violation of the Use Policy, including to remove or disable access to material that violates the Use Policy.

2.4. Customer will ensure that all passwords and all access to the accounts held by Authorized Users and Clients within the Reservify Services are kept secure and confidential, and Customer will be responsible for all access and losses that may occur to the extent caused by security lapses, failure to keep confidential access credentials, or other misconduct by Authorized Users and/or by its Clients if it did not downstream the appropriate legal provisions and restrictions of use of the platform according to these Terms,

the Agreement and/or applicable law. Customer is responsible for all activities that occur under Customer's account, including under the accounts of all Authorized Users and Clients.

2.5. PMS/CM Integration. Prior to the beginning of the onboarding process as carried out by Reservify, the Customer shall be responsible to engage a property management system (a "PMS") or a Channel Manager (a "CM") from Reservify's integrations list. All costs and fees applicable to the engagement of Customer with the chosen PMS or CM and the integration or licensing required in connection therewith, shall be borne exclusively by Customer.

2.6. Third-Party Services. The Reservify Services may use or may rely on any of Customer Data, technology or services not provided by Reservify (e.g., the Customer's computers or network infrastructure, data transmissions over the Internet or local networks, and other factors outside the control of Reservify) ("Third-Party Services"). Consequently, Customer assumes the risk that aspects of the Reservify Services may not be accessed, performed or completed from time to time to the extent that such services rely on Third-Party Services. Reservify will have no obligations or liability in connection with the Agreement for any suspension, inability of use or loss of access or usage of the Reservify Services and/or and for any losses or delays incurred by Customer to the extent caused by Third Party Services. Customer will comply with all terms of service of any Third-Party Services used by Customer in connection with the Reservify Services.

2.7. Affiliates. Customer may designate an Affiliate to provide or respectively receive Services under this Agreement, provided however, that:

2.7.1. such Customer Affiliate will execute a Sales Order in a form provided by Reservify for the applicable Services, if so instructed by Reservify;

2.7.2. such Customer Affiliate will be considered to be a “Customer” for purposes of the Agreement and will be solely responsible for complying with any and all of its obligations detailed thereunder, and

2.7.3. if so instructed by Reservify, such Customer Affiliate will pay all amounts due under the Agreement directly to Reservify or a Reservify Affiliate (as designated by Reservify).

2.8. Support. In accordance with Reservify’s support policy, as may be amended by Reservify from time to time, Reservify will provide the Customer with certain support services in connection with the Reservify Services, which shall be included in the subscription fees payable by Customer as detailed in the Order (the “Standard Support”). Reservify may offer additional support services, at its discretion for an additional cost as shall be detailed in the Order or in another agreement to be entered by Reservify and the Customer.

2.10. Maintenance. Reservify may provide maintenance services to the Reservify platform, from time to time, at its sole discretion and as required to ensure the platform’s proper functionality.

2.11. Customer Responsibilities. Customer acknowledges and agrees that Customer has reviewed the Customer Responsibilities Schedule if and to the extent provided as part of a Sales Order and will, at all times comply with all applicable responsibilities stated therein.

3. Professional Services.

3.1. Professional Services. Customer may request Reservify to perform Professional Services from time to time, which Reservify may agree to provide, at its sole discretion. In such cases,

Customer and Reservify will negotiate in good faith the scope of work and the pricing for such Professional Services, which may be included in one or more Orders and/or by way of amending and expanding any existing Order/s. Upon Customer and Reservify entering into a specific Order or other agreement for Professional Services, the Order or the applicable agreement will become a part of the Agreement and will be subject to the terms and conditions thereof except to the extent expressly provided otherwise in such Order or agreement. For any Order or agreement for Professional Services, Reservify will perform the Professional Services and Customer will make the payments specified in that Order or agreement on the terms agreed upon with the Customer.

3.2. Onboarding Package. Prior to the Onboarding kick-off meeting, as shall be detailed in the applicable Order, the Customer shall be connected to a PMS or CM, in accordance with the provisions of Section 2.4 above. The Customer shall be (i) responsible that all representatives on its behalf are present in any and all Onboarding meetings; and (ii) responsible for generating and maintaining property-specific content and settings, with Reservify's initial guidance and starter-templates assistance.

4. Financials and Delivery.

4.1. Provision of Services. The Reservify Services will be provided to the Customer on an ongoing basis during the applicable Subscription Term, and the Customer's payments in consideration thereof may be recurrent subscription fees, and/or per usage fees and/or one-off lump sum payments, all as detailed in the Agreement, and in any case will be due and applied towards the Reservify Services as set out in the applicable Order.

4.2. The Reservify Services are considered to be first delivered to the Customer when Customer is granted access to the Reservify Services for the first time, regardless of whether the Customer has completed the preliminary requirements detailed under this Agreement (e.g. PMS/CM). Reservify Services are not refundable. The Subscription Term is binding upon the Customer, and Customer acknowledges that by executing the Order it understands that it will be required to pay the applicable fees

specified in the Order for the entire duration of the Subscription Term, regardless of whether the Customer uses the Services on or after the Subscription Start Date.

4.3. Payments.

4.3.1. Reservify Plan Fees: As of the Subscription Start Date, the Customer will pay, without set-off or deduction, all amounts specified under each Order or otherwise due with respect to the greater of: (i) such number of Committed Units as detailed in the applicable Order.

4.3.2. Add-On Fees: As of the Subscription Start Date, the Customer will pay, any and all add-on fees detailed in the Order without setoff or deduction;

Reservify Plan Fees and any Add-On Fees applicable in accordance with the Order will be charged by Reservify, at the client's discretion either: (i) at the beginning of each calendar month, with respect of the services provided by Reservify during the preceding calendar month or (ii) in case of quarterly/annual pre-payment – in a single installment in advance, with respect to the Committed Units, with additional monthly payments for any Add-On costs which exceed the projected costs under the Order for which payment has been duly received by Reservify.

In addition to the Reservify Plan Fees and the Add-On Fees mentioned above, Reservify will charge an onboarding fee at a rate detailed in the applicable Order, to be immediately charged and collected by Reservify upon execution of the Agreement (the "Onboarding Fee"). It is hereby clarified, that unless Reservify, at its discretion agrees otherwise, the Services will not be provided by Reservify without the payment in full of the Onboarding Fee, in accordance with the provisions of these Terms and the applicable Order.

Any additional one-time fees detailed in the applicable Order, will be charged by Reservify in advance, immediately upon the execution of the Agreement or on such other date as shall be specified in the Order.

Reservify reserves the right to suspend the Services or terminate its engagement with the Customer, in its sole discretion, for any late or delayed fees owed to Reservify by the Customer under any or all Orders.

Payments that are not made on time by Customer will bear interest at the rate of 1.5% of the unpaid balance per month (or the maximum amount allowed by law, if lower) from the date due until paid. Costs of collection for late or unpaid amounts under the Agreement (including any applicable legal fees and other collection fees and expenses) will be paid by Customer.

4.4. Mutual Commitments during Subscription Term.

4.4.1. Binding Commitment. Except as provided in Sections 4.4.2 and 9 below, neither Reservify nor Customer may terminate an Order while any applicable Subscription Term is in effect.

4.4.2. Customer Early Order Termination. Provided Customer is not in breach of the Agreement, Customer may terminate an Order for Reservify Services before the end of the applicable Subscription Term as long as Customer pays in full, prior to such termination becoming effective, all fees specified under the applicable Order through the end of the respective Subscription Term.

4.4.3. Adjustment of Fees. Reservify will not modify or change the fees payable by Customer during a Subscription Term, provided however, that such fees may be adjusted at Reservify's discretion at the lapse of each such Subscription Term, specified in an Order for any extensions of existing Orders and/or new Orders. The abovementioned shall not restrict or limit Reservify's rights to offer additional paid-services to the Customer, which were not included under the original Order.

4.5. Scope of Use. Customer will limit the use of the Reservify Services during the applicable Subscription Term in accordance with any use limitations specified in an Order. If Customer exceeds the service capacity or other use limitations specified in an Order, Reservify will invoice Customer for the additional usage.

4.6. Taxes. Prices specified under the Agreement are net of taxes. To the extent any taxes and other charges (including sales and use taxes, withholding taxes, gross receipts taxes, value added tax and other charges such as duties, customs, tariffs, imposts and other government-imposed surcharges) ("Taxes") are applicable to the payments made by Customer to Reservify under the Agreement or for Customer's use of or license to the Services, Customer will be responsible for those Taxes and will pay them to the appropriate authorities or will reimburse Reservify for any such Taxes that Reservify pays on behalf of Customer.

Reservify will reasonably cooperate with Customer to help Customer obtain evidence of Tax payments under the Agreement to the extent Customer needs such evidence to claim tax credits. If Reservify is required to collect or pay taxes assessed in any local, state provincial, federal or foreign jurisdiction or other regulatory assessments as a result of the Services, Reservify will invoice and collect from Customer the amount of such Taxes or assessments in addition to the fees and other amounts due under the Agreement. Customer will provide Reservify with valid withholding tax payment certificates or exemption certificates or equivalent documents, verifying the payment of Taxes required by this Agreement or exemptions from such payment. Each Party is responsible for its own respective income taxes.

4.7. Currency. Unless otherwise agreed in writing by the Parties, all amounts under the Agreement are stated and calculated, and will be paid in the currency specified in the Order and will be made to a bank account designated by Reservify in Poland. For avoidance of doubt, the amounts do not include any exchange rate fees or commissions or fees involved in the transfers to Reservify, which shall be borne solely by the Customer.

5. Intellectual Property

5.1. Ownership and Reservation of Rights. Reservify and/or any of its licensors own and will retain all right, title and interest in and to the Reservify Services, all related Software and other technology accessed or used to deliver the Reservify Services, all results of the Professional Services provided by Reservify or on its behalf, all other Reservify technology, and to all IP Rights in and to all such Services, Software and other technology, and including any improvement, modification, addition or extension made to any of the foregoing in connection with this Agreement by either Party, solely or jointly with the other Party (collectively, the “Reservify IP”).

As between the Customer and Reservify, Customer will retain ownership of its own technology (including software and hardware) and IP Rights (“Customer IP”);

Neither Party intends to grant, and neither Party does actually grant in connection with this Agreement any license or other right that is not expressly stated in this Agreement with respect to any IP Rights, Service, or Software, whether by implication, statute, inducement, estoppel or otherwise, and each Party hereby reserves all of its rights, other than the rights expressly granted in this Agreement.

Customer agrees to assign to Reservify the IP Rights developed or retained by Reservify, and hereby does assign such IP Rights upon their creation, to the extent required or provided under the foregoing clauses of this Section 5.1. Customer will reasonably collaborate with Reservify to assist the latter to perfect its ownership and rights in and to any IP Rights assigned to Reservify under this Agreement.

6. Confidentiality and Usage of Customer Data.

6.1. “Confidential Information” means any information disclosed by either Party to the other Party in connection with this Agreement (each a “Discloser” or “Recipient” of Confidential Information, as applicable), whether communicated orally, or in written, electronic,

graphic, machine readable or in other tangible form, whether or not such information is identified as “Confidential”, “Proprietary” or in some other manner to indicate its confidential nature, and whether or not it should be reasonably known under the circumstances as being confidential. Confidential Information includes all technology, technical and business information (including Discloser’s and its Affiliates’ financial, product, personnel, customer and supplier information) and all other tangible items and electronically stored data, including materials, formulations, compositions, prototypes, structures, designs, Services, Software, Documentation, systems, files, records, databases, drawings, artwork, designs, displays, audio-visual works, manuals, specifications, flow charts, web pages, customer lists, test cases, customer support information, electronic and other data, tangible embodiments of technical or business data, marketing collateral, market requirement Documentation, R&D development specifications, protocol specifications, and any other similar technology, information, data, materials and tangible or intangible items. Confidential Information includes all third-party information to the extent made available by a Party to the other Party under this Agreement (including Services, Software and technology provided by each Party’s licensors). Customer IP is the Confidential Information of Customer without the need for any marking. Reservify IP, and the terms and conditions of an Order (including any amendment thereof) are the Confidential Information of Reservify without the need for any marking.

6.2. Notwithstanding the foregoing, Confidential Information excludes any information that:

6.2.1. was at the time of disclosure, or later becomes, generally known and available in the public domain, through no fault of the Recipient;

6.2.2. was known to the Recipient at the time of disclosure;

6.2.3. is publicly disclosed with the prior written approval of the Discloser;

6.2.4. was, or is later, independently developed by the Recipient without any use of the Discloser's Confidential Information;

6.2.5. becomes known to the Recipient from a source other than the Discloser and not in violation of the Discloser's rights. Derivative works (and modifications and equivalents in other jurisdictions) of Discloser's Confidential Information produced by the Recipient will be considered the Confidential Information of Discloser.

6.3. Obligations.

Except to the extent expressly licensed or permitted pursuant to this Agreement, with respect to any Confidential Information disclosed under this Agreement by Discloser, (i) Recipient will treat such Confidential Information as confidential and will handle it using at least the same procedures and degree of care which it uses to prevent the misuse and disclosure of its own confidential information of like importance, but in no event less than reasonable care, (ii) Recipient will only use and disclose such Confidential Information for the purposes under this Agreement, and (iii) Recipient will not disclose any such Confidential Information to any of its employees, consultants or other individuals or entities except to the extent necessary for the purposes of this Agreement and subject to confidentiality and nonuse obligations, at least as protective of the Discloser as those set forth in this Agreement.

Discloser will remain responsible for any noncompliance by such employees, consultants or other individuals or entities with the obligations in these Sections 6.2 and 6.3 to the same extent as if such noncompliance were Recipient's own. Without limiting the foregoing, Recipient will not reverse engineer, disassemble or decompile any Reservify Services, Software, or other technology made available by Reservify under this Agreement.

If either Party or any of its Affiliates or representatives is required by law, valid legal process or a government agency to disclose any Confidential Information, that Party agrees to (i) provide the other Party with prompt written notice to permit the other Party to seek an appropriate protective order or other relief or minimize the loss of its proprietary or confidential value, (ii) reasonably assists the Discloser (at the Discloser's expense) in connection with such efforts, and (iii) disclose only that portion of the Discloser's Confidential Information required to be disclosed.

6.4. Customer Data.

6.4.1. Customer will own all Customer Data. Customer will comply with all applicable laws and regulations while collecting, obtaining, storing, retaining and using the Customer Data, and Customer will be responsible for the accuracy and quality of all Customer Data.

6.4.2. Customer grants to Reservify access to and use of Customer's account and to all Customer Data and Confidential Information to the extent needed for interoperation of Customer with the Services, or as otherwise required by Reservify to provide the Services under this Agreement.

6.4.3. Customer grants to Reservify a perpetual world-wide, transferrable, and irrevocable license, with the right to sublicense to Reservify' Affiliates, to:

6.4.3.1. use the Customer Data and Confidential Information in connection with the provision by Reservify of the Services to Customer, including to assist Customer to configure and use the Reservify Services, to operate Customer's business and to provide to Customer the analytics made available by **Reservify to Customer under the Agreement, and to produce anonymized and aggregated data based on the Customer Data that does not uniquely identify any other business entity (including Customer) and any individual ("Anonymized Data"), and to use the Anonymized Data in the course of Reservify' business generally, including to provide the Services to its customers,**

provided the source of such Anonymized Data remains anonymous.

6.4.3.2. Use any data inputted, transmitted or uploaded by Customer, its Authorized Users and/or its Clients onto the Reservify Platform, Client Experience Platform or the Software and/or through the Reservify Services, which is considered personal data that is subject to privacy laws or regulations by any country, according to Reservify's Data Protection Agreement, subject to the Customer representations and warranties that it:

6.4.3.2.1. has obtained and will continue to obtain, update, and maintain adequate consent from the individuals to whom such Customer Data relates or it has the required, sufficient, lawful grounds under applicable laws to receive, process, and make such data available to Reservify through the Software, Reservify Services and/or Software, all as provided to Reservify through the aforementioned or as transmitted or provided to Reservify for other contractual and/or business purposes relating to the Services.

6.4.3.2.2. It will cooperate and coordinate with Reservify, so that both Parties may adhere and comply with the data protection legislations or regulations applicable to their activity relating to the engagement contemplated herein.

6.5. Deletion of Data.

Upon any termination or expiration of the Agreement and up to 30-days thereafter as per clause 9.5 below and/or upon request from the Customer, Reservify will delete or destroy any Confidential Information and/or Customer Data, as applicable, according to the applicable provisions of Reservify Data Protection Agreement.

7. Non-Solicitation

Customer shall not, during the Term and for a period of twelve (12) months thereafter, either directly or indirectly, including personally

or in any business in which it is a partner or shareholder, for any purpose or in any place solicit for employment any person employed by Reservify (or retained by Reservify as a consultant) on the date of such termination/expiration or during the preceding twelve (12) months.

8. Warranties, Indemnification and Disclaimers; Limitations of Liability

8.1. Warranties. With respect to each of the Reservify Services made available by Reservify to Customer under an Order, Reservify warrants to Customer that the respective Reservify Service/s (excluding Third Party Services) will operate materially in conformity with the Documentation made available by Reservify to Customer. The foregoing warranty in this Section 8.1 will remain in effect during the applicable Subscription Term, provided that Customer continues to pay the applicable fees due under the respective Order for such Services.

8.2. Agreement Performance. Each Party warrants and represents that at the time it executes each Order (a) it is a corporation or other legal entity duly organized, validly existing and in good standing in its jurisdiction of organization and/or has legal competency to enter into any binding legal obligation under applicable law; (b) it has all necessary legal authority and/or corporate or entity power and authority to execute and deliver the Agreement and each Order, and perform its obligations under the Agreement and such Order; (c) it is not required to obtain any approval of or grant any notice to any third party or governmental agency in connection with the Agreement or Order that has not been obtained or granted; (d) nothing prevents it from entering into the Agreement; and (e) there is no pending litigation that would prevent either Party from entering into the Agreement.

8.3. Compliance with Laws. Each Party shall comply with all laws, rules and regulations applicable to its business and operations in connection with the Agreement. To the extent applicable, Customer will obtain all consents required under all applicable laws and regulations (including any consents required from Clients to process payment transactions and/or to collect and process

Customer Data through or as part of the utilization of the Reservify Services).

Customer will comply with all applicable laws and regulations while using the Reservify Services in connection with the Agreement, including all data protection and privacy, consumer protection laws, or used or intended for use for any purpose prohibited by such laws. If the Customer violates any applicable laws, including but not limited to those delineated in this clause 8.3, Reservify may terminate this Agreement with immediate effect and without any liability to Customer.

8.4. Disclaimer.

EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS MADE BY RESERVIFY HEREUNDER, NEITHER RESERVIFY, NOR ANY OF ITS AFFILIATES PROVIDES ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY, TO THE CUSTOMER OR ANY OF ITS AFFILIATES OR CLIENTS OR TO ANY THIRD PARTY, WITH RESPECT TO ANY PRODUCTS OR SERVICES (INCLUDING ANY IP RIGHTS, RESERVIFY SERVICES, SOFTWARE, CONTENT OR DATA), AND RESERVIFY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, RESULT, ACCURACY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT ARISING FROM THE COURSE OF PERFORMANCE OR USAGE OF THE SERVICES OR WARRANTY THAT THE RESERVIFY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. As Customer's sole and exclusive remedy for any warranty breach under Section 8.1 above, Reservify will make commercially reasonable efforts to address any material deviations from the applicable Reservify Documentation that may occur in the operation of the Reservify Services and to work with Customer in good faith to address such deviations.

8.5. IP Indemnification.

8.5.1. Each Party shall defend, indemnify and hold harmless the other Party against any third-party claims brought against the indemnified Party alleging that the services, software or data provided by the indemnifying Party under this Agreement (including the Services when Reservify is the indemnifying Party) infringes any valid Patent, issued as of the Effective Date, or any Copyright, or misappropriates the Trade Secrets, of a third party. With respect to the indemnification provided above by Reservify with respect to Services, the foregoing indemnification will not apply to the extent that the infringement or misappropriation arises from (i) Customer's failure to comply with the Documentation, Order and this Agreement; (ii) any modification of the Services not performed by or with the express written permission of Reservify, or any combination of the Services with any product, software, service or data not provided by Reservify; or (iv) Reservify's compliance with any designs or specifications provided or requested by Customer.

8.5.2. In the event that any indemnification obligation arises under Section 8.5.1 above, or is likely to arise in Reservify's reasonable opinion, Reservify will, at its election, do one of the following: (i) procure for Customer the right to continue to use the affected Service; (ii) replace or modify the affected Reservify Service with an item of substantially equivalent functionality; or (iii) terminate the subscription to the affected Reservify Service upon thirty (30) days' written notice to Customer and refund to Customer any prepaid fees for the respective Service for the remainder of the applicable Subscription Term (or if a Subscription Term does not apply, refund to Customer the original purchase price of the affected Services).

8.5.3. The foregoing constitutes the entire liability of Reservify, and the sole remedy of Customer, with respect to any claim or action based in whole or in part upon infringement or misappropriation of any IP Rights.

8.6. Liability Limitations. Except for Special Claims, (1) neither Party will be liable for any costs of procurement of substitute deliverables or other products or services, nor for any loss of business, loss of use or of data, interruption of business, lost profits or goodwill, or other indirect, special, incidental, exemplary or consequential damages of any kind arising in connection with the Agreement, and (2) under no circumstances will the total and aggregate liability of all kinds arising over the life of the Agreement out of or related to the Agreement and all applicable Orders (including all Schedules, Exhibits, Addendums and attachments), regardless of the forum and regardless of whether any action or claim is based on contract, indemnification obligations, statute, tort or otherwise, exceed for either Party at any point in time the total amount paid to Reservify, under the shorter period between twelve (12) months or any applicable Subscription Term in force under any Order/s for the Services giving rise to such liability prior to that point in time.

8.7. "Special Claims" means (i) breach by either Party (as applicable) of Section 6 (Confidentiality), (ii) the obligation to pay the fees, taxes and expenses due in connection with the Services in the normal course of the Agreement, (iii) gross negligence or willful misconduct of either Party (including personal injury or death caused by such gross negligence or willful misconduct), (iv) infringement of either Party's IP Rights by the other Party or by the other Party's Affiliates, (v) liability that arises for either Party as a result of its indemnification obligations under Section 8.5 (IP Indemnification) above, and/or (vi) any other liability, which by law cannot be limited. The foregoing limitations in this Section 8.6: (i) include any liability that may arise out of third-party claims, (ii) are cumulative, with all payments for all claims, expenses or damages being aggregated to determine satisfaction of the limit, and the existence of more than one claim will not enlarge that limit, (iii) will apply notwithstanding any failure of essential purpose of any limited remedy; and (iv) apply to each Party and its Affiliates treated as a single Party.

8.7.1. No claim, suit or action may be brought under this Agreement against either Party more than one year after the related cause of action first took place (the "Claims Period"). It is the

intention of Reservify and the Customer and any other party to the Agreement that the Claims Period supersede any applicable statute of limitations, and this Section 8.7.1 constitutes a separate written legally binding agreement among the parties to the Agreement in accordance with the provisions of applicable law.

9. Term and Termination

9.1. Term. This Agreement becomes effective on the Effective Date and will continue in effect until the lapse of the applicable Subscription Term or any extended or amended term agreed upon between the Parties (hereinafter: "Term"). Notwithstanding the aforesaid, upon the occurrence of a Liquidity Event, Reservify shall be entitled to terminate this Agreement (including any outstanding Orders) by providing written notice to the Customer, such notice to be delivered no less than 90 days prior to the termination date.

9.2. Termination.

9.2.1. Termination for Cause. Notwithstanding the above, the Agreement (including the licenses granted hereunder) may be terminated immediately, by written notice; (i) by either Party in the event of a material breach of this Agreement by the other Party if the circumstances that led to such breach remain uncured for thirty (30) days from receipt of written notice of default (including Customer's failure to pay any amounts due hereunder); or (ii) by either Party if the other Party ceases to do business, makes an assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or other insolvency proceeding.

9.2.2. Suspension of Services and Access Thereof. Without derogating from the foregoing, Reservify shall be entitled, at its discretion, to suspend access to the Reservify Platform or Client Experience Platform to any user, as applicable, for breach of these Terms, the Order/s between the Customer and Reservify and/or the Agreement. Any suspension of Services may be initiated immediately if there is any risk or suspicion that the Customer intends to breach any of the provisions by which it is bound under the Agreement, at Reservify's sole discretion.

9.3. Effect of Termination. The provisions of Sections 1, 5, 6, 7, 8.5, 8.6, 8.7, 9.4 and 10.4 will survive any termination or expiration of this Agreement.

9.4. Access to Customer Data after Termination. Upon termination, subject to Reservify's undertakings under Section 6.5 above, Reservify will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days according to Reservify's standard process and formats, but thereafter Reservify may, but is not obligated to, delete or store Customer Data.

General

10.1. Assignment. Customer will not assign the Agreement or any affiliated Order without the express written consent of Reservify. Reservify will not unreasonably withhold consent to such assignment provided that: (a) the assignment is to an Affiliate of Customer, if the assignment is made in connection with a corporate reorganization or a sale or transfer of all or substantially all of its stock, assets or business relating to this Agreement; (b) the assignee is not a Competitor of Reservify; (c) the assignment does not violate any applicable laws or regulations; and (d) if Customer is not in breach of the Agreement. Reservify has the right to assign this Agreement without the need for any consent, provided that the assignee agrees to assume its obligations under this Agreement and be bound by its applicable terms.

10.2. Notices. All notices or other communications relating to the performance, enforcement, or other legal aspects of this Agreement must be in writing and personally delivered or sent by overnight courier service to each Party, as applicable, at the address set forth in this Agreement or in the relevant Order. Any other communications between Customer and Reservify in the ordinary course of business, including relating to the technical and business collaboration under specific Orders, may be conducted over telephone, email, or by other means reasonable under the

circumstances and mutually acceptable to Customer and Reservify.

10.3. Relationship of Parties. The Agreement does not create and will not be construed as creating any relationship of agency, franchise, fiduciary duty, partnership, or employment between the Parties. This Agreement and relationship are not exclusive for either Party. Reservify has the right to engage contractors, subcontractors and/or other third parties to perform the Services under this Agreement.

10.4. Applicable Law and Venue. This Agreement and all claims and disputes relating thereto and to the relationship of the Parties contemplated herein, whether or not arising directly under this Agreement, will be governed by and construed and interpreted in accordance with the laws of the Poland (EU). Reservify and Customer hereby irrevocably consent to the exclusive personal jurisdiction and venue of the Krakow District, Poland, and waive any objection to the laying of venue and jurisdiction in such court. This dispute resolution provision shall not apply to and will not bar Reservify from initiating proceedings before the courts of Customer's domicile, main place of business or any other competent court, for monies owing to Reservify, or Reservify's need to protect or enforce any patent, trademark, copyright or other intellectual property right, confidential information or trade secrets.

10.5. Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, in the event of a breach of Confidentiality, each Party, will be entitled to specific performance and injunctive and/or equitable relief, in addition to other remedies afforded by law, to protect its interests.

10.6. Force Majeure. Each Party will be excused from performance and will not be liable for any delay in delivery or for non-delivery, in whole or in part, to the extent caused by the occurrence of any event or contingency beyond the reasonable control of that Party, but excluding payment obligations ("Force Majeure Event"). Force Majeure Events include war (whether or not an actual declaration thereof is made), sabotage, insurrection, riot or other act of civil disobedience, actual or threatened act of terrorism, trade sanction

or of any other public enemy, pandemic or other large-scale health-related events, hacking or other cyber-attacks, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, accident, defaults of suppliers, fires, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failures.

10.7. Construction. For purposes of this Agreement, unless otherwise required by the context: the singular number will include the plural, and vice versa; the verb “may” indicates a legal right to perform the respective activity but does not establish a legal obligation to perform that activity; and the words “include,” “including” and “for example,” and similar terms or variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” The headings in this Agreement are for convenience of reference only and will not be referred to in connection with the construction or interpretation of this Agreement. English is the official language of this Agreement. This Agreement may be translated and/or executed in languages other than English, but the Parties agree that the English version will control. Each Party waives any and all rights that it may have under the laws of any country or jurisdiction to have this Agreement written in any local language or interpreted or superseded by local law in those countries or jurisdictions.

10.8. Announcements. Reservify may issue any public statement, press release or other documentation or communication utilizing the name, logo, trademark or other identifying factor of the Customer, or publish the same, without the express prior written consent of the Customer.

10.9. Miscellaneous.

10.9.1. These Terms may be modified or amended unilaterally by Reservify from time to time at Reservify’s discretion, provided however that no amendment or modification of this Agreement, adversely affecting the rights of a Customer, will be valid or binding during any Subscription Term set out in an Order, unless made in writing and executed by authorized representatives of each Party,

except as otherwise expressly provided in this Agreement. The foregoing notwithstanding, (i) Reservify shall be entitled to unilaterally amend these Terms, including by way of adversely affecting the rights of a Customer, provided however, that such amendment applies as of the renewal of a Customer's existing Order or such Customer's engagement in a new Order; and (ii) Reservify will be entitled to amend these Terms unilaterally during a Subscription Term, if such amendments are a result of any mandatory obligations being applied to Reservify under any applicable laws or regulations, in which case such changes shall be cited and communicated accordingly to the Customer alongside notification on the changes hereto.

10.9.2. This Agreement including all the attached Schedules, Exhibits and Addendums (including relevant Orders), are expressly incorporated and made a part of the Agreement. The Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior agreements and understandings, including oral representations, between the Parties relating to its subject matter.

10.9.3. In case of any conflict between these Terms and/or any Order or other document, the following will apply:

10.9.3.1. the terms of the Order and the Schedules, Exhibits and Addendums identified in the Order will prevail over the Terms, and

10.9.3.2. the Agreement (as a whole) will prevail over any other document.

10.9.4. Waiver of breach of any provision of this Agreement on any occasion will not be deemed a waiver of that provision or of any other provision on any other occasion, nor will such waiver affect the right (if any is set forth herein) of either Party to terminate this Agreement.

10.9.5. If any provision in this Agreement is held to be invalid or unenforceable for any reason, such provision will, to the extent of such invalidity or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision in this Agreement, and the provision will be replaced with a provision which, to the extent permitted by applicable law, achieves, as reasonably and substantially as practicable, the purposes intended by the invalid or unenforceable provision.

10.9.6. This Agreement may be executed in counterparts. The Parties agree that electronic signatures via email or from a reputable third-party e-signature system, such as DocuSign, will have the same legal effect as original signatures and shall be the only valid evidence of execution.