

# Terms of Use for Flexkeeping Software as a Service

LAST UPDATED June 21st 2024

## 1. Acceptance of the Terms of Use

These Terms of Use for Flexkeeping – Housekeeping and Hotel Operations Platform are entered into by and between you, the Customer, and Flexkeeping Ltd., Suite 1, Lower Ground Floor, One George Yard, London, EC3V 9DF (“Flexkeeping”, “Company”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your online access to and use of the Flexkeeping platform and Solutions identified in the Order Form (the “SaaS Services”).

Each of Flexkeeping’s service clients, platform, or any or all parts of the SaaS Services may be subject to one or more separate written agreements with Flexkeeping, and these Terms of Use apply only to use of the SaaS Services in so far as they are not contrary to such separate written agreements and in no way affects the terms and conditions of any such separate written agreement. Any provisions of the separate written agreements with Flexkeeping prevail over any provisions of these Terms of Use.

Please read the Terms of Use carefully before you start to use the SaaS Services. By using the SaaS Services or by clicking to accept or agree to the Terms of Use when this option is made available to you or by executing an Order Form, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use any Services.

This SaaS Services are offered and available to users who are validly registered business according to legislation applicable to them. By executing an Order Form or by using the SaaS Services, you represent and warrant that you are of legal age to form a binding contract with Flexkeeping, that you are entitled to represent the Customer, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the SaaS Services.

## 1. Changes to the Terms of Use

Flexkeeping may revise and update these Terms of Use from time to time in Flexkeeping's sole discretion. All changes are effective immediately when posted, and apply to all access to and use of SaaS Services thereafter. Your continued use of the SaaS Services following the posting of revised Terms of Use means that you accept and agree to the changes. Any changes to Terms of Use also apply to any Agreements based on existing and valid Order Forms.

These Terms of Use are effective as of their acceptance together with the Order Form. Flexkeeping and Customer are referred to herein each individually as a "Party" and collectively the "Parties." In consideration of the mutual covenants contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

### III. SaaS Services

1) Scope. Flexkeeping will provide Customer with online access to and use of the Flexkeeping platform and Solutions identified in more detail in the Order Form (the "SaaS Services") during the Term via the internet by use of a Customer-provided browser or the Flexkeeping's mobile application and platform, which are part of SaaS Services, which may be used by hotel staff of Customer pursuant to these terms of use currently found at <https://www.Flexkeeping.com/terms-of-use>. Flexkeeping may also provide Professional Services to Customer in connection with its use of the SaaS Services (such SaaS Services and Professional Services are referred to herein collectively as the "Services"). These Terms of Use together with one or more valid Order Form(s) are referred to all together as the Agreement between the Customer and Flexkeeping. The date of the execution of the Order Form is deemed to be the Effective Date.

2) Access and Use of SaaS Service. Subject to the terms and conditions of the Agreement and the payment of the Fees specified in the Order Form, Flexkeeping grants Customer a limited, non-exclusive, non-transferable right to allow Customer's Authorized Users (as defined below) to access and use the SaaS Services during the Term solely for Customer's internal business purposes.

"Authorized Users" means those employees, agents and independent contractors of Customer who are authorized by Customer to use the SaaS Services. The

Agreement grants Customer only the right to use the SaaS Services as set forth herein, and does not convey or transfer title or ownership of the SaaS Services, any underlying technology or software, or any intellectual property rights in any of the foregoing to Customer. Authorized Users shall be solely responsible, at each one's expense, for establishing, maintaining, and operating his or her connection to the Internet (the speed of which may have a significant impact on the responsiveness of the Services), including all access lines, all Internet service provider connection charges, and any long distance telephone charges.

Customer is responsible and liable for its Authorized Users' compliance with and/or breach of the terms of the Agreement. All rights not expressly granted herein are reserved by Flexkeeping, and no other licenses are granted herein by Flexkeeping by implication, estoppel or otherwise. To access the SaaS Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the SaaS Services that all the information you provide to Flexkeeping is correct, current, and complete.

The Customer is responsible :

- making all arrangements necessary for the Customer and Authorized Users to have access to SaaS Services,
- ensuring that all persons who access the SaaS Services are aware of these Terms of Use and comply with them.

"Fees" means the "Solutions Fees" and the "Professional Services Fees".

2.1) Documentation. Customer may print, copy and internally distribute program documentation, user manuals, product technical manuals and other information (either provided by Flexkeeping or made available by Flexkeeping online) describing the operation and use of the SaaS Services if and as available (the "Documentation"), for its internal business purposes only; provided, that Customer replicates all copyright and other proprietary rights notices contained in the original copy of the Documentation. Any Documentation and any copies made are the property and Confidential Information of Flexkeeping.

2.2) Restrictions. The SaaS Services constitute protected copyrighted material and valuable trade secrets of Flexkeeping. Accordingly, Customer will not:

- (i) authorize or permit use of the SaaS Services or Documentation by persons other than its Authorized Users;
- (ii) sublicense, lease, rent, loan or otherwise transfer to any third party the right to access and use the SaaS Services;
- (iii) use or access the SaaS Services for the purpose of building a competitive product;
- (iv) copy, frame, modify or create any derivative works of the SaaS Services (or any component, part, feature, function, user interface, or graphic thereof) or Documentation, except with the prior written consent of Flexkeeping or to the extent such restriction is prohibited by applicable law;
- (v) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the SaaS Services is compiled or interpreted;
- (vi) use the SaaS Services as part of a time-share, cloud services or service bureau or on a hosted basis for its own ASP or SAAS offerings;
- (vii) perform or disclose any benchmark or performance tests of the SaaS Services without Flexkeeping's prior written consent;
- (viii) perform or disclose any security testing of the SaaS Services or associated infrastructure without Flexkeeping's prior written consent including, but not limited to, network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
- (ix) remove or modify any program markings or any notice of Flexkeeping's or its licensors' proprietary rights;
- (x) use the SaaS Services in violation of applicable laws;
- (xi) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights;
- (xii) send or store malicious code in connection with the SaaS Services;

(xiii) interfere with or disrupt performance of the SaaS Services or the data contained therein;

(xiv) attempt to gain access to the SaaS Services or its related systems or networks in a manner not set forth in the applicable Documentation; or

(xv) cause or permit any Authorized Users or any other party to do any of the foregoing.

2.3) Passwords and security. Flexkeeping may provide Customer with passwords and other credentials required to enable Customer's Authorized Users with access to the SaaS Services or the Customer or their Authorized Users might be asked to set the passwords themselves. Customer is solely responsible for maintaining the security and confidentiality of its Authorized User's login information and credentials for its subscription to the SaaS Services, and is responsible for any use of the SaaS Services utilizing such information and credentials. Login credentials and passwords are assigned on a named user basis and may not be shared by multiple individuals, provided that, upon written notification to Flexkeeping, Customer may reassign credentials to new named Authorized Users. Customer may not

(i) permit login password codes to be cached in proxy servers and accessed by individuals who are not Authorized Users, or

(ii) permit access to the SaaS Services through a single identification or password code being made available to multiple users on a network.

Customer agrees to notify Flexkeeping immediately of any unauthorized access to or use of Customer's or Authorized User's user name or password or any other breach of security.

Flexkeeping has the right to disable any user name, password, or other identifier, whether chosen by Customer or provided by Flexkeeping, at any time in its sole discretion for any or no reason, including if, in their opinion, a Customer or its Authorized Users have violated any provision of these Terms of Use.

2.4) Customer Responsible for Providing Connectivity and Equipment. Customer is responsible for providing its Authorized Users with an internet connection as well as

currently-supported browsers and any necessary equipment or hardware needed to access the SaaS Services. Additional Customer responsibilities may be specified in the Order Form.

2.5) Maintenance and Support. Flexkeeping will provide support to Customer by E-mail accessible at support@flexkeeping.com or via in-app chat available in the platform. Flexkeeping will use commercially reasonable efforts to correct reported errors or failures that impair Authorized Users' access to the SaaS Services. Flexkeeping may but is not obliged to provide other support options to Customers, however such other support options may be cancelled at any time without notice. Any additional support options, if available, will be presented to Customers within the SaaS Services.

Flexkeeping and/or its subcontractors shall use commercially reasonable efforts to provide the SaaS Services 24 hours per day, seven days a week, provided, however, that from time to time Flexkeeping or its subcontractors may perform scheduled or unscheduled maintenance as may be necessary to maintain the proper operation of the SaaS Services, and access to such SaaS Services by Customer may be impaired or interrupted while such maintenance is being performed. Flexkeeping shall, but is not obliged to, primarily conduct scheduled maintenance between the hours of 6 p.m. and 8 a.m. Central European Time, or during such time period as Flexkeeping may from time to time substitute by providing notice to Customer (including but not limited to by posting an electronic message or bulletin to Customer, or to all customers, accessible by accessing the SaaS Services).

3) Professional Services. Flexkeeping will provide the Professional Services as set forth in the Order Form, if such Order Form is confirmed by Flexkeeping. Flexkeeping is not obligated to provide any Professional Services or to render any maintenance or support services that are not expressly provided for in a confirmed Order Form, including but not limited to, training, data conversion, program modification or enhancements.

4) Data; Results; Use of Marks and Name.

4.1) Customer Data. As between Customer and Flexkeeping, Customer owns all right, title, and interest to the specific data and information about the Customer, it's hotel(s), and its employees submitted, processed, or stored by Customer and

Authorized Users using the SaaS Services (the "Customer Data"). Customer is solely responsible for the accuracy and quality of the Customer Data. The Parties agree that under no circumstances will Flexkeeping be responsible or have any liability for Customer's or an Authorized User's use of the Customer Data. Customer and each Authorized User are responsible for updating its own Customer Data. Customer hereby grants to Flexkeeping a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferable license to use, copy, reproduce, adapt, combine with other data, edit and re-format, generate, store, disclose, distribute, maintain a database of, and make derivative works based upon, any and all Customer Data exchanged under the Agreement to improve the Services, . If such Customer Data includes personal data, such data may only be used by Flexkeeping if anonymized.

4.2) Contractual processing of personal data. Personal Data is being processed by Flexkeeping as Personal Data Processor, on behalf of the Customer, per Data Processing Agreement in the Annex.

6) Data Protection; Compliance with Privacy Policy; Required Consents.

6.1) Compliance with Laws. Customer will ensure that its use of the SaaS Services will be in accordance with applicable law.

6.2) Required Consents. In order to carry out its responsibilities under the Agreement, Flexkeeping may need access to, or Customer may provide access to, software, databases, materials, products, hardware, Customer Data and Customer trademarks, trade names, service marks, logos and other similar indicia of origin (collectively "Customer-Provided Materials"). Customer represents and warrants to Flexkeeping that it has obtained all consents, authorizations or permissions necessary for Flexkeeping to access each item of Customer-Provided Materials (including without limitation any consumer consent required to provide the SaaS Services specified herein) as well as any consent required for communications with individuals (collectively "Required Consents"). Customer is responsible for determining the appropriate disclosures and level of consent required under the law as it is related to its business. Any costs to Customer that are associated with its carrying out these responsibilities are not included in the fees and will be the responsibility of Customer. Customer hereby grants Flexkeeping a non-exclusive, worldwide, royalty-free, paid-up, transferable and sub-licensable license in and to the Customer-Provided Materials for purposes of providing the Services hereunder.

## 7) Term and Termination.

7.1) Term of Agreement. The Agreement will begin on the Effective Date and then continue for the Implementation Period (as applicable) plus the period set forth in the Order Form (the "Initial Term"). The Initial Term is a 1 year period unless specified to the contrary. If an Order Form specifies that the Customer shall make an Advance Payment, especially in case of agreed Implementation Period and related Professional Services, Flexkeeping is not obliged to render any Services under that Order Form until the receipt of the full Advance Payment from the Customer. The "Implementation Period" means the period of time between the Effective Date and the earlier of (i) 15 days from the Effective Date or (ii) Service Start Date of the last Hotel implemented on the Flexkeeping platform. Following the Initial Term, the Agreement will automatically renew for successive one-year terms (each, a "Renewal Term" and together with the Initial Term, collectively, the "Term"), unless one Party provides written notice to the other at least 90 days prior to the expiration of the Initial Term or Renewal Term (as applicable) of its intention not to renew the Agreement.

## 7.2) Termination.

7.2.1) Termination for Breach. The Agreement may be terminated by either Party:

(i) for the other Party's material breach of its obligations under the Agreement, but only if such breach is not cured within 30 days of the breaching Party's receipt of written notice of the breach that described the breach in reasonably sufficient detail;

(ii) delay in payment or nonpayment of fees that lasts more than 30 days from the date such payment was due; or

(iii) actions or omissions of a Party that subject the other Party to actual or potential civil or criminal liability.

(iv) additionally, Flexkeeping may immediately and without notice terminate the Agreement for any misuse of the Services by Customer, including unlawful use, or any violations of Flexkeeping's privacy policy or of the restrictions set forth in Section 2.3.

7.2.2) Termination for Insolvency. A Party may terminate the Agreement without prior notice to the other if:

- (i) the other Party commences a voluntary case under insolvency law or the corresponding provisions of any successor laws;
- (ii) anyone commences an involuntary case against the other Party under insolvency law or the corresponding provisions of any successor laws and;
- (iii) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any insolvency law;
- (iv) the other Party discontinues its business;
- (v) a receiver is appointed for the other Party or its business; or
- (vi) the other Party fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

7.2.3) Termination during the Money-back guarantee period. If specified in the Order Form, the Customer may be entitled to a Money-back guarantee period in relation to that Order Form. The Money-back guarantee period commences on the day that first Services under that Order Form are started to be rendered by Flexkeeping to a Customer, including any Implementation Services and is limited to Services under that particular Order Form, unless a later date for the commencement of the Money-back guarantee is specified by Flexkeeping in writing. The total duration of the Money-back guarantee period is 14 days, unless specified to be of a different length in the Order Form. During the Money-back guarantee period the Customer may at any time terminate the Agreement in part related to the Order Form in which the Money-back guarantee period was defined, with immediate effect. In case of termination during the Money-back guarantee period, Flexkeeping shall return to the Customer in 30 days any Fees or Advance Payments actually received based on the Order Form in which the Money-back guarantee period was specified, and shall immediately cease to render any further services under that Order Form. The Customer is not entitled to any interest or other form of payment related to an Advance Payment made.

7.2.4) Effect of Termination. Upon the termination or expiration of the Agreement (the "Termination Date"), the rights and licenses, except where otherwise provided, that were granted to each Party under the Agreement will cease. Except for a termination of the Agreement for Flexkeeping's uncured breach, or termination of the Agreement during the Money-back guarantee period as specified under 7.2.3 above, Customer will make payment to Flexkeeping for all unpaid Services up to the Termination Date, within 30 days of Customer's receipt of Flexkeeping's invoice. In case of termination of the Agreement by the Customer for convenience, Flexkeeping is under no circumstances obliged to make any refunds to customers for amounts already paid, even if the amounts were paid for a period after the Termination Date. Upon written request following a termination, each Party will return to the other all originals and copies of all Confidential Information that has been exchanged hereunder, except as specifically provided herein, provided that Flexkeeping may retain copies of Confidential Information as required by its document retention policy, provided that the terms of the Agreement will continue to apply to such Confidential Information until it is returned or destroyed. Following termination of the Agreement, and except as provided herein, Flexkeeping will remove, delete and/or destroy any Customer Data remaining on the SaaS Services or on Flexkeeping's servers. If Customer wishes to receive any other termination or transition services from Flexkeeping after the Termination Date, the parties may enter into an Order Form for such services at Flexkeeping's then-current rates.

7.3) Suspension of Service. Flexkeeping reserves the right, in its reasonable discretion, to suspend or terminate access to the SaaS Services by Customer if Flexkeeping reasonably believes that Customer's use of the SaaS Services may violate or infringe any law or third party rights or which otherwise exposes or potentially exposes Flexkeeping to civil or criminal liability, or otherwise threatens the SaaS Services, or data therein provided that such right will not obligate Flexkeeping to monitor or exert editorial control over Customer's use of the SaaS Service. Flexkeeping and Customer will cooperate to expeditiously determine the solution to the issue causing Flexkeeping's suspension of SaaS Service. Once the violation is remedied, Flexkeeping will restore access to the SaaS Service.

8) Fees.

8.1) Fees; Payment Terms. Customer will pay to Flexkeeping the Professional Fees and the Solutions Fees as of the Effective Date and thereafter will pay to Flexkeeping the fees set forth in the Order Form within 15 days from date of receipt of invoice, unless specified to the contrary in the Order Form. Notwithstanding the above, all recurring monthly fees are payable on the 8th day of the month for the current month. Notwithstanding the above, the Order Form may specify that a Customer shall pay an Advance Payment for any Services to be rendered. In such case the Advance Payment can be used to cover any Fees for any Services rendered by Flexkeeping. Past due balances are subject to interest equal to the lower of 1 ½% per month or the maximum rate allowed by law. Flexkeeping may, at its discretion, engage third parties to assist in the collection of past due accounts. Customer will be liable to Flexkeeping for all reasonable costs of third party collection activity, including attorneys' fees, resulting from Customer's past due account. In addition, Flexkeeping may restrict or remove access to the SaaS Services until such invoices are paid in full if Customer has not paid invoices within 30 days.

8.2) Expenses and Other Charges. Customer will reimburse Flexkeeping for all pre-approved expenses incurred in the performance of the Professional Services ("Expenses"). Upon request, Flexkeeping will provide reasonable back-up documenting the Expenses. Expenses will be invoiced by Flexkeeping and such invoices will be payable in accordance with Section 8.1.

8.3) Taxes. Customer will be responsible for any taxes, including but not limited to federal, state and local sales, use, excise, ad valorem, value-added, taxes on royalties, withholding taxes, and/or any other taxes and duties ("Taxes") imposed on the purchases, use, license, and/or provision of Services (including implementation services where applicable). Flexkeeping will use commercially reasonable efforts to include any applicable Taxes on invoices. If Taxes are not included on invoices, Customer has a duty to self-report and will indemnify Flexkeeping should any Taxes go unreported or unpaid to a taxing jurisdiction. If Customer produces supporting documentation certified by state authority authorizing Customer to pay such Taxes directly, then Flexkeeping will gross up and add such amounts to the fees and withhold from including such Taxes on invoices. It is agreed that each Party will be responsible for any personal property taxes on property it owns or leases, for

franchise and privilege taxes on its business, and for taxes based on its income and receipts.

#### 9) Flexkeeping Property.

9.1) Generally. Flexkeeping owns all right, title and interest in and to

(i) the SaaS Services (and any and all developments, modifications, and derivative works of the SaaS Services),

(ii) any improvements, modifications, suggestions, work product, concepts, inventions, information, drawings, designs, programs, or software (whether developed by Flexkeeping, Customer, either alone or with others, and whether completed or in-progress) created as part of the Professional Services and/or to any extent related to the SaaS Services,

(iii) any materials provided by Flexkeeping to Customer or a User with respect to the SaaS Services, including but not limited to any Documentation, software (whether in object code or source code form), proprietary data, or other proprietary information developed or provided by Flexkeeping or its suppliers, such as text, graphics (including the underlying web-presentation code of the SaaS Services), logos, button icons, images and any non-public know-how, methodologies, equipment, or processes used by Flexkeeping to provide the SaaS Services to Customer, and

(iv) all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing (collectively "Flexkeeping Property").

The Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Flexkeeping Property are transferred to Customer under the Agreement.

Flexkeeping reserves all rights not expressly granted by the Agreement and no licenses are granted by Flexkeeping to any party, whether by implication, estoppel or otherwise, except as expressly set forth in the Agreement.

9.2) Grant of License. Flexkeeping hereby grants to Customer a limited, non-exclusive, non-transferable license to use Flexkeeping Property developed as

part of the Professional Services for that entity's use of the SaaS Services and solely for purposes of the using of the SaaS Services in accordance with the terms of the Agreement during the Term. Any Flexkeeping Property related to SaaS Services will be deemed to constitute part of the SaaS Services and will be subject to all terms and provisions set forth in the Agreement or otherwise applicable to the SaaS Services, including terms and provisions related to use rights and restrictions, ownership and distribution of the SaaS Services.

9.3) Assignment. To the extent that Customer or any User owns any copyright, patent, trade secret, or any proprietary rights in and to the Flexkeeping Property, Customer hereby assigns to Flexkeeping, its successors and assigns, and Customer will cause all Authorized Users to assign to Flexkeeping, its successors and assigns, all right, title and interest in and to the Flexkeeping Property, including, but not limited to, all rights in and to any inventions, designs and intellectual property rights embodied in the Flexkeeping Property. Customer will execute, and cause any User to execute, any documents in connection with such assignment that Flexkeeping may reasonably request. Customer appoints Flexkeeping as its attorney-in-fact to execute assignments of, and register all rights to, the Flexkeeping Property and the intellectual property rights in the Flexkeeping Property. This appointment is coupled with an interest. Customer will enter into agreements with its Authorized Users or any other party as necessary to establish Flexkeeping's sole ownership in Flexkeeping Property, and upon Flexkeeping's request, Customer will provide Flexkeeping with copies of such agreements.

10) Confidentiality. A party receiving Confidential Information ("Recipient") may not disclose Confidential Information except to its employees and agents with a need to know and who are bound by confidentiality agreements as restrictive as this Section 10. "Confidential Information"

(a) means all information disclosed during the Term to Recipient by the party disclosing Confidential Information ("Discloser") in any manner, whether orally or in tangible form or whether created by Discloser or Recipient, but if in tangible form it is marked as "confidential information" or would be considered to be confidential by a reasonable person and, if it is disclosed orally, it is written within 2 days of disclosure and declared as confidential under this provision,

(b) but does not mean information that

(i) was in Recipient's possession prior to disclosure by Discloser prior to the Effective Date,

(ii) is in the public domain and is generally known,

(iii) has come into possession of Recipient by a third party that is not under any confidentiality obligation with Discloser, or

(iv) was developed by Recipient independently and without reference to the Confidential Information.

The Agreement and Flexkeeping Property are Confidential Information.

11) Additional Representations and Warranties. Customer represents and warrants that:

(i) it has the power and authority to enter into and perform its obligations under the Agreement;

(ii) the Customer Data and Customer-Provided Materials (a) do not and will not infringe or misappropriate the intellectual property rights of any third party, (b) do not and will not violate any applicable law, statute, ordinance, regulation or treaty, (c) will not be defamatory, libellous, unlawfully threatening or harassing, (d) will not be obscene or indecent, and (e) will not contain any viruses or other computer programming routines that could damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of any person or entity, and

(iii) that it will comply with all applicable laws, regulations, policies, and rules including those relating to data privacy, consumer protection, marketing, promotion, text messaging, chat bot, email, direct mail, and other communications or otherwise applicable to its use of the SaaS Services.

12) Limited Warranty

Flexkeeping warrants to Customer that the SaaS Services shall perform substantially in accordance with the Documentation as defined under Clause 2.1 above and with any specifications set forth in the Order Form above. Flexkeeping's sole obligation, and Customer's sole remedy, with respect to any breach of this limited warranty of

performance shall be for Flexkeeping to correct such non-conformance or provide reasonable alternative functionality at Flexkeeping's sole cost and expense.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, THE SAAS SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT ARE IN LIEU OF, AND Flexkeeping SPECIFICALLY DISCLAIMS, ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT Flexkeeping, ITS LICENSORS AND THEIR SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS OR BE ERROR-FREE OR WITHOUT INTERRUPTION; THAT ALL ERRORS WILL BE CORRECTED; THAT THE SERVICES WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK; OR THAT CUSTOMER SPECIFIC REQUIREMENTS WILL BE SATISFIED. CUSTOMER ASSUMES RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM THE SERVICES.

13) Indemnification. Customer will indemnify, defend and hold Flexkeeping, its owners, officers, employees, agents, successors and assigns harmless from and against any and all third-party claims, actions, proceedings, judgments, losses, liabilities, costs and expenses (including attorneys' fees) arising from claims by a User or any third party that

(i) relate to a use of the Results;

(ii) are based on or caused by unauthorized access to the SaaS Services using a Customer password or account obtained from Customer or a User;

(iii) result from any failure to obtain any Required Consent;

(iv) the Customer Data, Customer-Provided Materials or other materials provided Customer or a User, or Flexkeeping's use thereof in connection with the Agreement, infringes or misappropriates the intellectual property rights of such third party;

(v) are caused by Customer's or an Authorized User's gross negligence or wilful misconduct.

Customer (the "Indemnifying Party") will be notified in writing by Flexkeeping (the "Indemnified Party") of any such claim or demand (provided that the Indemnifying Party will only be relieved of its obligations if and to the extent that it has been actually prejudiced by the Indemnified Party's failure to give notice as required); the Indemnifying Party will have sole control of the defence of any action or such claim or demand and of all negotiations for its settlement or compromise provided that any settlement or compromise which requires any admission of liability, affirmative obligation or any contribution from the Indemnified Party must be expressly approved in advance in writing by the Indemnified Party; and the Indemnified Party will use all commercially reasonable efforts to cooperate with the Indemnifying Party in a reasonable way and at the Indemnifying Party's expense to facilitate the settlement or defence of such claim or demand. The Indemnified Party may, at its expense and option, use counsel of its choosing in connection with the defence of any such claim.

#### 14) Limitations on Damages.

14.1) DISCLAIMER OF CERTAIN DAMAGES. Flexkeeping SHALL NOT HAVE ANY LIABILITY UNDER THE AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF Flexkeeping HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THESE LIMITATIONS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

14.2) LIMITATION OF LIABILITY. THE TOTAL AGGREGATE LIABILITY OF Flexkeeping FOR ANY REASON AND UPON ANY CAUSE OF ACTION BROUGHT UNDER OR ASSOCIATED WITH THE AGREEMENT, WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE MOST RECENT ONE YEAR PERIOD OF THE AGREEMENT UP TO THE DATE SUCH LIABILITY AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), AND STRICT LIABILITY. THESE LIMITATIONS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

14.3) Applicability of Disclaimers and Limitations. The Parties agree that Flexkeeping has set the fees and entered into the Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

15) General.

15.1) Non-Exclusive. The relationship created by the Agreement is non-exclusive in all respects.

15.2) Rights and Survival. Except where specifically provided, termination of the Agreement will be without prejudice to any other rights that either Party may have at law or in equity. The following Sections of the Agreement will survive its expiration or termination: 2.2, 4, 6, 7.2.4, 7.3, 8.1, 8.2, 8.3, 9.1, 9.3, 10, 12, and 13 through 15. Any other sections that by their nature or contents apply to the time after termination of this agreement shall also survive termination.

15.3) Notices. Notices will be given in writing and may be delivered by mail, overnight delivery service, or personal delivery to the intended recipient of the notice at the address noted in the recitals or via e-mail. Notice will be deemed delivered when received or one business day after deposit with an overnight delivery service for next day delivery, whichever is earlier. A Party may change a contact upon 10 days' written notice to the other Party, which notice will contain the new contact information as set forth above.

15.4) Force Majeure. If the performance of any part of the Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of such events as, but not limited to, flood or other natural disaster, riot, fire, judicial or governmental action, labour disputes, actions or failures of the hosting or internet service provider or of any telecommunications service providers or facilities in the chain of communication to and from Flexkeeping's server, sabotage or criminal interference with the server or SaaS Services or any other causes beyond the control of either Party (a "Force Majeure Event"), the Party experiencing the Force Majeure Event will be excused from performance to the extent that it is prevented, hindered or delayed by such causes, except with respect to Customer's obligations

to pay the fees. Each Party agrees to give the other notice as soon as possible of the existence of a Force Majeure Event affecting the Party's performance and to give notice of the termination of the Force Majeure Event and the ability to continue performance under the Agreement.

15.5) Separate Parties; No Third-Party Beneficiaries. The Parties agree that nothing in the Agreement will be construed to create a partnership, joint venture, franchise, or employee-employer relationship among Flexkeeping, Customer or any User. Flexkeeping will perform the Services as an independent contractor. Neither Flexkeeping nor Customer is an agent of the other, and neither is authorized to make any representation, contract or commitment on behalf of the other unless specifically requested or authorized to do so in writing by the other. No person not a party to the Agreement is an intended beneficiary of the Agreement, and no User or any other person not a party to the Agreement will have any right to enforce any term of the Agreement.

15.6) Right to Update. Flexkeeping reserves the right to make visual or functional modifications to the SaaS Services from time to time for the purpose of maintaining or improving security, ensuring optimal performance, meeting standard industry business requirements, and adding or improving functionality. Flexkeeping reserves the right to make such changes without prior notification to Customer.

15.7) Entire Agreement. The Agreement, including the Exhibits and any document incorporated herein by reference, states the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations and other written or oral communications between the Parties with respect thereto. Terms in Customer's pre-printed purchase orders or order forms will have no force or effect.

15.8) Dispute Resolution. The Parties agree that if one of them believes that the other has breached or is about to breach the Agreement or Customer disputes an Flexkeeping charge appearing on a bill, the complaining Party will give immediate written notice to the other of the complaint. The Parties will enter into good faith negotiations for a reasonable resolution of the complaint within 10 business days of the Party's receipt of the complaining Party's notice. If the alleged breaching Party is unable to cure the alleged breach or billing dispute to the complaining Party's reasonable satisfaction, the complaining Party will give the alleged breaching Party a

clear and complete written statement of the reasons for such lack of satisfaction, and will provide such Party with 15 days to cure such issue. After such cure period, either Party may then resort to whatever remedy is available at law or equity, subject to the limitations on remedy provided for in the Agreement.

15.9) Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to any applicable law or regulation, the Parties agree that such provision will be construed so that it can be found lawful to the fullest extent possible and the remaining provisions of the Agreement will remain in full force and effect. If such provision cannot be construed in a fashion that is lawful or is otherwise found void, then the Parties agree that the remaining provisions of the Agreement will continue in full force and effect as if said void provision never existed and as long as the removal of such void provision does not alter the intent of the Parties, including the economics of the Agreement.

15.10) Assignment. Neither Party may assign its rights and obligations under the Agreement without the prior written permission of the other Party. The Agreement will be binding on each Party's permitted successors and permitted assigns.

15.11) Governing Law and Venue. The Agreement will be governed by, and construed and enforced in accordance with, the laws of Slovenia without regard to any principle that would require the application of the laws of another jurisdiction. Each Party hereto hereby irrevocably submits to the exclusive jurisdiction of and venue in Ljubljana, Slovenia over any dispute arising out of or relating to the Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined only and exclusively in such courts. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such dispute brought in such court, and any defence or right to move to dismiss or transfer any action brought in such courts on the basis of any objection to personal jurisdiction, venue or inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.12) Counterparts. The Order Form(s) may be executed in two or more counterparts, each of which will be deemed an original but all of which together will

constitute one and the same instrument. Electronic signatures or signature in the form of handwritten signatures in a facsimile transmittal or scanned and digitized images of a handwritten signature (e.g., scanned document in PDF format) will have the same force and effect as original manual signatures.

15.13) Headings. The section headings used in the Agreement are for reference and convenience only and will not enter into the interpretation of the Agreement.

# **Annex – Flexkeeping Data Processing Agreement**

## SECTION I

### Clause 1

#### Purpose and scope

1. The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679.
3. These Clauses apply to processing personal data as specified in Annex II.
4. Annexes I to IV are an integral part of the Clauses.
5. These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679.
6. These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679.

## Clause 2

### The invariability of the Clauses

1. The Parties undertake not to modify the Clauses except for adding information to the Annexes or updating information in them.
2. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

## Clause 3

### Interpretation

1. Where these Clauses use the terms defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
2. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
3. These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

## Clause 4

### Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

## Clause 5 (optional)

### Docking clause

1. Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.

2. Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor in accordance with its designation in Annex I.
3. The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

## SECTION II

### OBLIGATIONS OF THE PARTIES

#### Clause 6

##### Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of the processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

#### Clause 7

##### Obligations of the Parties

###### 7.1. Instructions

1. The processor shall process personal data only on documented instructions from the controller unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.
2. The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 or the applicable Union or Member State data protection provisions.

###### 7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II unless it receives further instructions from the controller.

### 7.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

### 7.4. Security of processing

1. The processor shall at least implement the technical and organizational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing, and the risks involved for the data subjects.
2. The processor shall grant members of its personnel access to the personal data undergoing processing only to the extent strictly necessary for implementing, managing, and monitoring the contract. The processor shall ensure that persons authorized to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### 7.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life, or sexual orientation, or data relating to criminal convictions and offenses ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

### 7.6. Documentation and compliance

1. The Parties shall be able to demonstrate compliance with these Clauses.

2. The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.
3. The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.
4. The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.
5. The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

#### 7.7. Use of sub-processors

1. The processor has the controller's general authorization for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes to that list through the addition or replacement of sub-processors at least 20 days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.
2. Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract that imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679.

3. At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secrets or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.
4. The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfill its contractual obligations.
5. The processor shall agree to a third-party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law, or has become insolvent - the controller shall have the right to terminate the sub-processor contract and instruct the sub-processor to erase or return the personal data.

#### 7.8. International transfers

1. Any transfer of data to a third country or an international organization by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfill a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679.
2. The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

#### Clause 8

##### Assistance to the controller

1. The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself unless authorized to do so by the controller.
2. The processor shall assist the controller in fulfilling its obligations to respond to the data subject's requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions.
3. In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:
  - the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
  - the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;
  - the obligation to ensure that personal data is accurate and up to date by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;
  - the obligations in Article 32 of Regulation (EU) 2016/679.
4. The Parties shall set out in Annex III the appropriate technical and organizational measures by which the processor is required to assist the controller in the application of this Clause, as well as the scope and the extent of the assistance required.

## Clause 9

### Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679, where applicable, taking into account the nature of processing and the information available to the processor.

## 9.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

1. in notifying the personal data breach to the competent supervisory authorities/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);
2. in obtaining the following information, which, pursuant to Article 33(3) of Regulation (EU) 2016/679, shall be stated in the controller's notification and must at least include:
  - the nature of the personal data, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - the likely consequences of the personal data breach;
  - the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as it is not possible to provide all this information at the same time, the initial notification shall contain the information then available, and further information shall, as it becomes available, subsequently be provided without undue delay.

c) in complying, pursuant to Article 34 of Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

## 9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor has become aware of the breach. Such notification shall contain at least:

1. a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
2. the details of a contact point where more information concerning the personal data breach can be obtained;
3. its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as it is not possible to provide all this information at the same time, the initial notification shall contain the information then available, and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

## SECTION III

### FINAL PROVISIONS

#### Clause 10

#### Non-compliance with the Clauses and termination

1. Without prejudice to any provisions of Regulation (EU) 2016/679, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.
2. The controller shall be entitled to terminate the contract insofar as it concerns the processing of personal data in accordance with these Clauses if:
  - the processing of personal data by the processor has been suspended by the controller pursuant to point (a), and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

- the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679;
  - the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679.
3. The processor shall be entitled to terminate the contract insofar as it concerns the processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.
  4. Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so or return all the personal data to the controller and delete existing copies unless Union or Member State law requires the storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

## ANNEX I

### List of parties

#### Controller(s):

[Identity and contact details of the customer and, where applicable, of the processor's data protection officer]

Processor(s): Creatriks d.o.o, with a registered office in Slovenia, Arbajterjeva ulica 5, 2250 Ptuj, registered with the Trade Register Office under no. 6116418000, Tax Identification Code SI 77183401, represented by Aljaž Ketiš as director.

Processor(s): Flexkeeping Ltd, with a registered office in the UK, 5 Brayford Square, London, E1 OSG, registered with the Trade Register Office under no. 11467941, VAT registration number 311522847, represented by Aljaž Ketiš as director.

Processor(s): Flexkeeping Australia Pty Ltd, with a registered office in Australia, Level 2, 1 West Street, North Sydney NSW 2060, registered with the Australian Business Register under Australian Business Number 39670483511, Tax File Number 528160016, represented by Carol Nesbitt as director.

## ANNEX II

### Description of the processing

Categories of data subjects whose personal data is processed:

- Employees of the Customer
- Customers of the Customer

Categories of personal data processed:

- For employees of the Customer: Name, surname, Username, Role, Email, Logs, In-app analytics.
- For customers of the Customer: Name, surname, Email, Phone number, Reservation details, ID Information, Visit purpose, Room number, Checkin time/ checkout time, Group details, Country, Reservation cost, Rates, Notes, Data from PMS data sets.

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as, for instance, strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- Allergies and other information are present in the data from PMS data sets; data is used only to notify employees of the customer in regard to the room service feature, as described in the contract. Other data from PMS Data Sets are destroyed after dematerialization.

Nature of the processing:

- As described in the Contract.

Purpose(s) for which the personal data is processed on behalf of the controller:

- Creation of accounts for employees of Customer: role definition, access control lists definition, logs setup and storage, storage of activities.
- Analytics, as defined by the Customer through the use of the Analytics toggle in the App.
- Datasets are imported from PMS systems via APIs provided by the Customer.
- Dematerialization of datasets imported from PMS systems: separation of unnecessary personal data categories, destruction of unnecessary personal data categories.
- Scheduling housekeeping, a live feed of housekeeping.
- Manage linen change, minibar, repair jobs, and amenities.
- Mobile Housekeeping training and housekeeping checklists.
- Communicate tasks & updates to employees.
- Housekeeping dashboard analytics.
- Hotel Maintenance and cost optimization.
- Room service management.
- Definition and implementation of Standard Operating Procedures.
- Task management and to-do lists.
- Guest relations management.
- Lost and found management.
- Guest feedback and analytics.

Duration of the processing:

- As described in the Contract.

Subprocessors:

- Amazon Web Services EMEA Sàrl
  - Description of the processing: Hosting and backup.
- Atlassian, Inc.
  - Description of the processing: project and task management.
  - The transfer mechanism of personal data is the adequacy decision taken by the European Commission in regard to the EU-US Data Privacy Framework.
- Freshdesk, Inc.
  - Description of the processing: customer support.

- The transfer mechanism of personal data is the adequacy decision taken by the European Commission in regard to the EU-US Data Privacy Framework.
- Independent development contractors
  - Description of the processing: support and incident management.

### ANNEX III

Technical and organizational measures, including technical and organizational measures to ensure the security of the data

Flexkeeping has deployed an IT security policy that addresses the following:

- Data integrity and confidentiality;
- Security of IT equipment;
- Protection against viruses, trojans, malware;
- Security measures regarding databases;
- Back-up of data, recovery measures, provisions for periodic testing of back-ups;
- Security monitoring;
- Security incident management;
- Change Management;
- Classification of data;
- Inventory of equipment and software;
- Physical security;
- Disaster recovery;
- Business Continuity.

Flexkeeping:

- Has signed a Data Processing Annex with all employees and an internal policy for the processing of personal data as an annex to the Internal Regulations.
- Ensures the continuous training of all persons involved in the processing of personal data.
- Has implemented firewall technologies to limit security risks.
- Do not use production data in test, development, and pre-production environments.

- Ensures the secure transmission of Personal Data inside or outside the internal network using encryption technologies so that it is not intelligible.
- Has installed antivirus programs and intrusion detection systems on computer systems that are updated regularly.
- Continuously reviews the software and hardware used to detect and resolve vulnerabilities and defects.
- Part of the Internal Data Processing Policy ensures that only those employees who need to carry out the processing of Personal Data are authorized to do so. The authorization for access to the information systems containing Personal Data will be granted according to the principles of "need to know" and "minimum privileges."
- Through its user access policy, ensures that only identified and logged-in authorized users can access the systems that manage personal data. Each authorized user has only one username.
- Continuously reviews the access rights of Authorized Users to personal data and system components containing Personal Data. Access rights will be deactivated if they are not used for at least six months, except for those that have been authorized exclusively for management and technical support. Access rights will also be disabled if the Authorized User is disqualified or dis-authorized to access computer systems or to process Personal Data.

Flexkeeping has established through the IT Security Policy explicit requirements for strong passwords:

- passwords should not be disclosed to others, including management and system administrators;
- user-generated passwords cannot be distributed through any channel (using oral, written, or electronic distribution, etc.);
- passwords must be changed if there are indications that the passwords or system may have been compromised – in this case, a security incident must be reported;
- strong passwords should be selected as follows:
  - use of at least twelve characters;
  - use of at least one numeric character;
  - use of at least one uppercase and at least one lowercase alphabetical character;

- using at least one special character;
- a password must not be a dictionary word, from a dialect or jargon from any language, or any of these words written back;
- passwords should not be based on personal data (e.g., date of birth, address, name of a family member, etc.);
- The last three passwords cannot be re-used;
- passwords must be changed every three months;
- the password must be changed at the first logon to a system;
- passwords should not be stored in an automated login system (e.g., macro or browser);
- passwords used for private purposes should not be used for business purposes.

Flexkeeping:

- Monitors access to production environments containing personal data to record the link between access and individual users and access to personal data.
- Stores all physical environments containing Personal Data on-site in a room with restricted physical access to Authorized Users.
- Ensures the secure destruction of personal data through secure erasure procedures to make all Personal Data unrecoverable.
- Ensures the transfer of paper documents containing Personal Data in sealed envelopes and personally handed over to the Authorized User.
- Ensures the training and education of Authorized Users regarding the correct rules of conduct to be adopted for the protection of Character Data.
- Has equipped its premises for the processing of Personal Data with intrusion detection systems (cameras) that are operational 24/7.

The building in which FLEXKEEPING operates has detection/protection systems against fire, lightning, and water damage. These systems work 24/7. Flexkeeping has implemented secure code development policies and best practices using Secure Development Lifecycle (SDL) principles. Flexkeeping has implemented a procedure for analyzing and reporting security breaches.

ANNEX IV

## List of sub-processors

### EXPLANATORY NOTE:

This Annex needs to be completed in case of specific authorization of sub-processors (Clause 7.7(a), Option 1).

- Amazon Web Services EMEA Sàrl
  - Description of the processing: Hosting and backup.
- Atlassian, Inc.
  - Description of the processing: project and task management.
  - The transfer mechanism of personal data is the adequacy decision taken by the European Commission in regard to the EU-US Data Privacy Framework.
- Freshdesk, Inc.
  - Description of the processing: customer support.
  - The transfer mechanism of personal data is the adequacy decision taken by the European Commission in regard to the EU-US Data Privacy Framework.
- Independent development contractors
  - Description of the processing: support and incident management.