

Terms and conditions neusta Travel Insights Solution - 19.08.2021

1. General terms and conditions

1.1. The present General Terms and Conditions of neusta data intelligence GmbH (hereinafter referred to as "SERVICE PROVIDER") regulate the contractual relationship between the SERVICE PROVIDER and the customer in relation to the web-based data analysis system "Travel Insights" (hereinafter referred to as "software"), which the service provider uses as a software as-a-service (hereinafter referred to as "SaaS service") is made available via the Internet. The software is an internet-based data analysis software that only offers companies the opportunity to recognize and evaluate the demand and prices on the travel and accommodation market by aggregating booking-related data from data providers (hereinafter referred to as "DATA PROVIDER") through the SERVICE PROVIDER, analyzed and partially interpreted (hereinafter referred to as "MONITORING").

1.2. General contract or terms and conditions of the customer do not apply, even if they should be part of an order confirmation from the customer and the SERVICE PROVIDER does not expressly contradict them.

2. Formation of the contract

2.1. At the request of the customer, the SERVICE PROVIDER will send the customer an offer in text form. The offer contains in particular information on the scope of use, start of use, end of use and the remuneration to be paid.

2.2. The basis of the contract is usually an offer accepted and signed by the customer and confirmed by the SERVICE PROVIDER with activation, which contains the scope of services and the remuneration in detail.

2.3 By accepting the contract offer, the customer accepts the general terms and conditions of the SERVICE PROVIDER.

3. Object of the contract

The SERVICE PROVIDER offers tailor-made services for travel and flight providers as well as for hotel chains and hoteliers, travel agency chains, travel agencies and for tourist offices. The respective subject of the contract is the permission to use the software as part of the service package agreed in the contract via the Internet against payment of the remuneration agreed in the contract.

4. Scope of services

4.1. The SERVICE PROVIDER provides the MONITORING as part of the service package agreed in the contract during the term of the contract. All data provided by the DATA PROVIDER and updated by the DATA PROVIDER at the end of the previous day are evaluated once a day.

Bankverbindung
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Geschäftsführende
Gesellschafter
Jens Barthel
Dr. Daniel Nyga
Andreas Wulfes

Amtsgericht Bremen
HRB 30808
St.-Nr. 114374101264
USt-IdNr. DE252193861

Such data are excluded which are subject to an access restriction by the DATA PROVIDER. A certain success is not owed. The SERVICE PROVIDER expressly points out that the data from the tour operators, travel agents or other tourist service providers or third parties connected via a computer reservation system. The SERVICE PROVIDER cannot check third-party content and therefore assumes no liability for the correctness, usability, availability and completeness of the information transmitted, including the availabilities

4.2. The SERVICE PROVIDER has no influence on the data transmitted by the DATA PROVIDER in terms of quality or quantity. The data is provided by the DATA PROVIDER alone. The SERVICE PROVIDER can therefore neither guarantee nor guarantee that all information is constantly available for evaluation. The customer is therefore not entitled to the permanent evaluation of certain information.

— 4.3. The SERVICE PROVIDER provides the results of the MONITORING for the customer in reports and cockpits tailored to requirements (lists and graphical evaluations, for example in Excel format). Depending on the content of the contract, an interface for retrieving the results is provided for the customer. The customer is aware that the reports and analyzes displayed in the result of the MONITORING only represent recommendations and only serve as an aid for the customer to improve his travel offers and market analysis. The reports and analyzes are based on automatically evaluated data from third parties. Here the SERVICE PROVIDER uses the information of the DATA PROVIDER known to be reliable. The evaluated data is regularly checked for plausibility, but not for correctness and completeness.

4.8. The SERVICE PROVIDER can change the service at any time in a way that is reasonable for the customer if this becomes necessary for important reasons for the SERVICE PROVIDER, such as B. by disruption of the service provision by the DATA SUPPLIER, subcontractor, and the performance features of the web tool continue to be essentially fulfilled. The SERVICE PROVIDER will inform the customer of the change immediately in writing or by e-mail as soon as the SERVICE PROVIDER has become aware of it.

4.9. Irrespective of this, the SERVICE PROVIDER is entitled at any time to change or supplement the range of services or parts thereof by submitting an offer to the customer to change the contract. The customer can object to the offer in writing with a period of six weeks after receipt of the offer. If the customer does not object, the changes and additions are considered accepted and automatically become part of the contract. However, if the customer objects in accordance with sentence 2 above, the contract shall continue to apply without changes to the previous conditions. The SERVICE PROVIDER will separately inform the customer of the consequences of his behavior in the change notification.

4.10. If the customer has objected to the offer to change the contract and the SERVICE PROVIDER then informs the customer that a continuation of the contract without the change of the contract is unreasonable for the SERVICE PROVIDER for technical or economic reasons, the customer is entitled to terminate the contract within one month of receipt of this notification to terminate in writing. If the customer does not exercise this right, the changed General Terms and Conditions of the SERVICE PROVIDER are deemed to have been accepted. The customer is informed of the legal consequences of failure to give written notice of the unreasonableness of the continuation of the contractual component.

5. Obligations / obligations of the customer

5.1. The customer is obliged to pay the remuneration agreed in the contract. Irrespective of the activation, the obligation to pay begins from the start of the contract specified in the contract.

5.2. The customer is obliged to truthfully state his identity when placing the order. The SERVICE PROVIDER is entitled to exclude the customer from the evaluation of the data in the event of doubts about the identity until the customer has provided sufficient proof of his identity, e.g. by means of suitable register excerpts, declarations, etc. There are doubts about the identity, especially if the customer's information does not clearly indicate which travel or flight providers or hotels or hotel groups or travel agency chains and travel agencies are operated or otherwise represented by the customer or the group to which the customer belongs.

5.3. The customer releases the SERVICE PROVIDER from any liability if he provides false information about his identity, if there is any doubt about his identity, it is obscured by incomplete information and / or if he misuses his authorization to use the software.

5.4 The parties agree that the disclosure of the customer's true identity, the unequivocal proof of identity in the case of para. 5.2. Clause 2 and the non-improper use of the software are essential foundations of the contract. If the identity is given incorrectly, in the case of para. 5.2. Sentence 2 provides incomplete or misleading information and / or if the authorization to use the software is misused, the SERVICE PROVIDER is entitled to an extraordinary right of termination. The customer's duty to exempt according to Para. 5.2. as well as compensation for the damage incurred by the SERVICE PROVIDER remains unaffected.

5.5 The customer undertakes not to use the software for purposes that are racist, discriminatory, endanger the protection of minors, or otherwise illegal or contrary to official regulations or requirements, or to create and / or store corresponding data, in particular application data, and / or store it on the server.

5.6. It is the customer's responsibility:

- to check in good time whether the services offered meet his requirements and, if necessary, to obtain expert advice;
- ensure that the minimum requirements for the hardware and software used by the customer for the contractual use of the services are met;
- To create error messages immediately and to designate competent contacts for troubleshooting and information gathering;
- Follow the instructions of the service provider to avoid errors
- Take sufficient measures to protect its local IT systems from attack by viruses, Trojans or similar malware.

6. Term

6.1. Unless otherwise agreed, the contract is concluded with a term of 12 months. The arithmetical term begins regardless of the activation on the date specified in the contract. If the contract is concluded for a certain time or a minimum contract term has been agreed with the customer the contract shall be extended by the agreed period of the minimum term, however, by a maximum of one year, if the contract has not been terminated in writing by one of the contracting parties with a notice period of one month to the respective expiry of the specified period or to the expiry of the minimum contract term.

6.2. The term regulations also apply to subsequently agreed additional services by which the subject matter of the contract will be expanded later on the basis of additional agreements between the contracting parties, unless a different contractual regulation has been made.

7. Extraordinary termination

7.1. In addition, the contract can be terminated in writing by either party without notice for an important reason. An important reason that entitles the SERVICE PROVIDER to terminate is, in particular,

- if the customer violates the SERVICE PROVIDER's rights of use by using the SERVICE PROVIDER software beyond what is permitted under this contract and does not remedy the violation within a reasonable period of time following a warning from the SERVICE PROVIDER,
- if the SERVICE PROVIDER ceases to operate;
- if the customer stops operating;

In this case, the customer has to pay a final payment to the SERVICE PROVIDER. The final payment comprises all the fees and charges agreed in the contract from the time of termination until the end of the minimum term or until the next possible termination date, whereby the monthly amount of fees and charges is calculated based on the average fees of the last twelve months of the contract.

7.2. An important reason, which only entitles the SERVICE PROVIDER to extraordinary termination without notice, exists in particular:

- if the customer is in arrears with payment of the remuneration for two consecutive months or fails to make an advance payment on time despite a reminder,
- if the customer is in arrears with a not inconsiderable part of the remuneration or in a period that extends over more than two months with the payment of the amount equal to the remuneration for two months.
- if insolvency or settlement proceedings are opened for the customer or the opening is refused due to lack of assets;
- if the customer does not fulfill his cooperation obligations despite being requested to do so;
- if there is reasonable suspicion of misuse or non-contractual use of the software or a service;
- negligent or willful violations of provisions that constitute a criminal offense or an administrative offense under the Data Protection Act or the Criminal Law, or culpably violate laws that are intended to protect third-party data

- if one of the parties requires an official permit for the contractually agreed activity that is not already available when the contract is concluded;
- if essential requirements change, the implementation of which is only possible with economically disproportionate costs for the SERVICE PROVIDER.

7.3. If the customer culpably caused a termination by the SERVICE PROVIDER or terminated before the minimum contract term, he is liable for the damage caused by the premature termination of the contract. The final payment comprises all the fees agreed in the contract from the time of termination until the end of the minimum term or until the next possible termination date, whereby the monthly amount of the fees is calculated based on the average fees (excluding fees from the banking industry) of the last twelve months of the contract.

7.4. Any termination must be made in writing. Email does not meet the written form requirement.

8. Consequences of termination

8.1. With the termination of the service package, all accesses that were acquired as part of the service package are terminated. All access rights expire on the day of termination.

8.2. Other claims, in particular damage and reimbursement of expenses, remain unaffected by the termination.

9. Due date, delay, offsetting

9.1. The remuneration is based on transactions, as a monthly fixed fee, flat rate or hourly based on the confirmed contract acceptance. All mentioned remuneration and prices are exclusive of the applicable sales tax.

9.2. The customer usually receives the monthly invoice in text form.

9.3. The remuneration is due for payment 14 days after receipt of the invoice by the customer.

9.4. The customer is in default at the latest if he does not make payment within 30 days after the due date and receipt of the invoice or equivalent payment schedule. In the event of a delay in payment, the SERVICE PROVIDER can charge default interest at a rate of 9 percentage points above the respective base rate. The assertion of further damage caused by delay remains unaffected.

9.5. The customer is only entitled to set-off, retention or reduction, even if complaints or counterclaims are asserted, if the counterclaims have been legally established, are undisputed and / or the offset claim results directly from the same contractual relationship.

9.6. Except in the area of § 354a HGB (effectiveness of the assignment of a monetary claim), the customer can only assign claims from this contract to third parties with the prior written consent of the SERVICE PROVIDER.

10. Rights of use

The customer (INSETE) as well as Greek Tourism Confederation - SETE have the right to utilize the information contained in the project deliverables either partially or in full in order to inform SETE's members and undertake initiatives for the strategic empowerment of the Greek tourism product.

10.1. The software is legally protected. Copyright, patent rights, trademark rights and all other ancillary rights to the software and other objects that the SERVICE PROVIDER makes available to the customer in the course of initiating and executing the contract are only available to the SERVICE PROVIDER in the relationship between the contractual partners. As far as the rights belong to third parties, the service provider has corresponding exploitation rights.

10.2. If necessary and subject to compliance with these terms of use and payment of all applicable fees, the SERVICE PROVIDER grants a limited license for access and personal use of the software, but not for downloading (except for page caching / caching) or changing this software or parts thereof, unless the SERVICE PROVIDER has given express written permission to do so. This license does not include the resale or commercial use of the software or its content, any use of the software or its content in a derivative form or the use of data mining tools, robots or similar data collection and extraction tools. The software functionality is accessed via an Internet connection. The router exit of the data center used by the SERVICE PROVIDER to the Internet is the transfer point for the SaaS service. The customer receives no further rights.

10.3. The customer may not reproduce or use any layouts or layout techniques that represent the service provider's trademarks, logos or other proprietary information (including images, texts, page layouts or forms) without prior written consent. He may not use meta tags or other "hidden

texts" with the name or the brands of the SERVICE PROVIDER without our express written consent. In the event of unauthorized use, the permission or license issued expires.

10.4. The use of the software beyond the use permitted in accordance with this contract is not permitted. The customer is not entitled to have the software used by third parties or to make it accessible to third parties; in particular, the customer is not permitted to reproduce or sell the software or parts thereof. The customer takes the necessary precautions to prevent the use of the software by unauthorized persons. The customer also has to pay the fees if a third party uses the software, and if the customer is responsible for the use.

10.5. The customer is not entitled to decompile, "reverse engineer", disassemble, reproduce or use any part of the software to create their own software or to have these actions performed by third parties, unless the copyright law so requires allowed.

10.6. Serious violations of the obligations incumbent on the customer justify extraordinary termination for an important reason. The assertion of claims for damages remains unaffected.

10.7. The SERVICE PROVIDER has the right to include the customer in his own list of references on his website or other advertising materials for the duration of the contract, stating / presenting company / product names. The customer agrees that the naming / presentation by the SERVICE PROVIDER can be edited or deleted or translated into other languages to a certain extent, with due respect for copyright law.

11. Liability of the SERVICE PROVIDER

The SERVICE PROVIDER is liable

- for damage to life, body and health that is based on a negligent or willful breach of duty by him, his legal representatives and / or vicarious agents;
- according to the Product Liability Act;
- according to the data protection law;
- in the event of intent and gross negligence
- out of malice as well as
- when assuming a guarantee, especially for the quality or availability. To the extent that the

damage is based on the lack of guaranteed quality or availability, but which does not occur directly on the subject matter of the contract, the SERVICE PROVIDER is only liable if the concrete damage risk is evidently covered by the guarantee.

11.1. The SERVICE PROVIDER is also liable for damage caused by simply negligent breach of such contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and the fulfillment of which the customer regularly trusts and can trust. The same applies to claims by the customer for damages instead of performance. However, the SERVICE PROVIDER is only liable if the damage is typically associated with the contract and is foreseeable. In this case, the amount of the liability claim is limited to an amount of EUR 25,000 per event of damage in cases of simple negligent infringement, in total to an amount of EUR 50,000 per calendar year.

11.2. A further liability of the SERVICE PROVIDER is excluded regardless of the legal nature of the asserted claim; this applies in particular to tort claims or claims for reimbursement of futile expenses. The SERVICE PROVIDER is particularly not liable for

- damage caused by interruptions, disruptions or restrictions due to force majeure, required maintenance work, riot, war and natural events, acts of terrorism, fault of third parties, disruption within the customer's systems or otherwise not the customer's responsibility. Incidents such as strikes, lockouts, traffic disruptions, high-handed orders at home and abroad, failure and disruption of electricity and / or telecommunications networks, authorization centers and other responsible recipient addresses occur;
- for shutdowns caused by third-party providers of technical services (network operators etc.) or for the completeness, accuracy, timeliness or usability of the information sent;
- for damage that can be attributed to unsuitable, improper or otherwise not required in accordance with the contract, incorrect operation, incorrect or negligent treatment, chemical / electrochemical or other electronic influences, changes or repair work by third parties without the prior approval of the SERVICE PROVIDER;
- for indirect damage, such as
 - o loss of profit;

- o the exceeding of dates, unless these have been recognized as binding by the SERVICE PROVIDER;
- o Damage to the interest of the contract partner due to late value adjustments;
- o Disappointed profit expectations and / or no savings;
- o Bottlenecks, failures and malfunctions in the network, which are caused by the respective network provider and their private branch exchanges;
- o the retrieval of data, unless the SERVICE PROVIDER has caused their destruction through gross negligence or willful intent and the customer has ensured that this data from other data material (e.g. by storing documents, documents etc. or by backup) can be reconstructed with reasonable effort.

11.3. Insofar as the liability of the SERVICE PROVIDER is limited by the above regulations, this also applies to the personal liability of its employees, workers, employees, representatives and vicarious agents. The SERVICE PROVIDER remains open to the objection of contributory negligence. Tour operators, travel agents or other tourist service providers connected to the software as well as DATA PROVIDERS who provide data and information for the software are not vicarious agents of the SERVICE PROVIDER. The SERVICE PROVIDER is not liable for their misconduct.

12. Limitation

12.1. In the case of claims for damages and / or reimbursement of expenses from intent, gross negligence, malice as well as personal injury, damage due to the violation of essential contractual obligations and claims from the product liability law, the data protection law, the statutory limitation periods always apply.

12.2. All other claims expire in 12 months, starting from the point in time at which the customer becomes aware of the claim. The limitation period comes into effect at the latest when the maximum deadlines specified in § 199 expire.

13. Data protection / processing of personal data

13.1. The parties will observe the applicable data protection regulations and oblige their employees employed in connection with the contract and its implementation to maintain data secrecy.

13.2. If the customer collects, processes or uses personal data, he vouches for the fact that he is entitled to do so in accordance with the applicable, in particular data protection regulations, and releases the SERVICE PROVIDER from third party claims in the event of a violation. As far as order data processing is available, the SERVICE PROVIDER will observe the legal requirements for order data processing (e.g. compliance with deletion and blocking obligations).

13.3. The SERVICE PROVIDER takes the technical and organizational security precautions and the SERVICE PROVIDER in particular protects the services and systems in its access, as well as the application data and, if applicable, other data stored on the server by customers or customers, against unauthorized access, storage, modification or other unauthorized access or attacks - be it through technical measures, through viruses or other harmful programs or data

or through physical access - by the SERVICE PROVIDER's employees or third parties, regardless of the way in which they are carried out. For this purpose, he takes the suitable and customary measures that are required according to the state of the art, in particular virus protection and protection against similar harmful programs, as well as other security of its facility including protection against burglary.

13.4. The SERVICE PROVIDER ensures that the persons he uses for data processing are obliged to maintain data secrecy.

13.5. The customer is fundamentally not entitled to request access to the premises in the SERVICE PROVIDER's data center, in which SaaS is operated technically. Access rights of the customer's data protection officer remain unaffected by this after written registration for the purpose of checking compliance with the requirements of the Service Provider's handling of personal data in accordance with the law and the contract in the context of the operation of SaaS under this Agreement.

13.6. After complete mutual fulfillment of the contract, the SERVICE PROVIDER will delete the customer's personal data collected for the execution of the contract within thirty days.

14. Confidentiality

14.1. Each contracting party undertakes to treat all business-related information of the other contracting party as strictly confidential, to inform third parties only to the extent that this is necessary for the performance of the contract and to use it exclusively for the purposes of the contract.

14.2. This confidentiality applies beyond the termination of the contract or the termination of the contract negotiations.

14.3. It does not apply to information that was demonstrably known to the other contracting party at the time of disclosure or / or became known after the other contracting party was notified, without this being based on a breach of the confidentiality obligation of the receiving contracting party and / or insofar as the received contracting party is obliged to pass on information in accordance with legal or official regulations, requirements or orders.

15. Final provisions

15.1. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance and jurisdiction for all disputes arising from and in connection with this contract is the registered office of the SERVICE PROVIDER. This also applies if the customer has no general place of jurisdiction in Germany.

15.2. Changes, additions to the General Terms and Conditions of the SERVICE PROVIDER as well as deviating regulations between the SERVICE PROVIDER and the customer must be in writing in order to be effective. This also applies for the waiver of the written form requirement.

15.3. Appendices are part of this contract in their currently valid version.

15.4. Should one or more provisions of this contract be or become legally ineffective, the validity of the remaining provisions should not be affected. The invalid provision will be replaced as soon as possible by another provision that comes as close as possible to the economic content of the legally invalid provision.

15.5. If there are gaps in the practical application of this contract that the contracting parties did not foresee, or if the ineffectiveness of a regulation is determined to be legally binding or by both parties, they undertake to fill this gap or ineffective regulation in a factual, economic purpose of the contract to fill in or replace in an appropriate manner.

Signature:

Position:

Signature date: