

Company name:	<b>PREVIO PL Sp. z o.o.</b>	Company name
Official address:	Plac Bankowy 2; 00-095 Warszawa	Official address
Address for postal correspondence:	Plac Bankowy 2; 00-095 Warszawa	Address for postal correspondence
Company ID / VAT tax ID:	385662518 / 5252817186	Company ID / VAT tax ID (if applies)
Court Register Number:	KRS 0000831605, Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego	Court Register information (if applies)
E-mail:	<a href="mailto:support@previo.com.pl">support@previo.com.pl</a>	Contracting e-mail
Represented by:	[name, surname, position]	Representation
	(hereinafter referred to as the „ <b>Operator</b> ”)	(hereinafter referred to as the „ <b>Client</b> ”)

On DD/MM/YYYY, the Operator and the Client (hereinafter referred to as the "**Parties**") confirm the conclusion of an agreement for the following accommodation properties:

<name\_and\_address\_of\_the\_property\_at\_Previo>; Property ID: <hotel\_ID in Previo>

## Previo Licence Agreement

(hereinafter referred to as the "Agreement")

### 1. Definitions

**"Previo"** or **"PMS Previo"** is a web application to which the Client logs in from their computer, phone, or tablet using a login and password to use the system's functionalities. Previo enables collaboration between the Client and Partners to make accommodation reservations and order other related services. Previo allows for the configuration of accommodation units, their prices, and the recording of reservations. Previo also allows for reporting of completed reservations, which can be used to settle commissions between the Client and the Operator in the event of such a service being provided. The list of all functionalities supporting the Client's work with Previo depends on the selected system version; this list is constantly being expanded by the application developer. The application developer is Previo s.r.o., based in Prague, Czech Republic; VAT ID: 25975234. The Operator declares that it has all rights to distribute the application licence and ensures its smooth operation.

**"Partners"** are business partners of the Operator and/or the Client who offer accommodation to the Client through their distribution channels (on their websites).

**"Client"** is the owner or official manager of the Accommodation Property and their associates who obtain access to the Previo licence under this Agreement.

**"Guest"** is a third party, other than the Partners, interested in booking accommodation or other services offered by the Client, which is facilitated directly by the Partners or the Client.

**"Accommodation Property" / "Accommodation" / "Property" / "Accommodation Facility"** is a pool of Accommodation Units and Other Units licenced under this Agreement by the Operator: e.g., a hotel, hostel, guesthouse, apartment chain, aparthotel, etc..

**"Accommodation Unit" / "Unit"** is any single form of accommodation provided to the Guest at an Accommodation Property: e.g., a bed in a hostel, a summer cottage, an apartment, a hotel room, etc..

**"Other Bookable Unit" / "Other Unit"** is any unit other than accommodation that can be booked online or offline. This could be, for example, a parking space or conference room, sports equipment, or an extra bed that the Accommodation rents to the Guest from the pool of available units for a given date and that the Accommodation has listed in Previo.

**"Previo Service(s)" / "Service(s)"** include all technologies and applications included in the Previo system, to which the Client purchases access under this Agreement (e.g., PMS Previo, Previo ChM Global, or Alfred, and any related services and modules).

The **"Fee"** determines the value of the Previo Service, as well as other accompanying services (e.g., training, API connections). Fees may be one-time (**'Activation Fee'**) or recurring (**'Operating Fee'**). The Operating Fee may be paid monthly, quarterly, semi-

annually, or annually, after agreeing on the terms with the Operator. Operating Fees may be fixed, performance- or percentage-based. This type of fee depends on the Service and will be reflected in the offer provided to the Client and in the list of purchased Services in the appendices to the Agreement.

**"PRO"** and **"LiTE"** are the two versions of the Previo system that enable the Client to manage routine operations related to the management of Accommodation Units at the Property, as well as receive and process online reservations. Differences between the two application versions are detailed on the Operator's website. During the term of the Agreement, the Client receives access to future updates and new features of the selected version of PMS Previo.

**"Connect"** is a version of the Previo application that contains only those software settings used for collaboration between the Client and Partners, and some very basic operational settings of the Previo system itself.

**"Previo PAY"** is a payment technology that allows the Previo system to connect with a third-party electronic payment system operator and pay for services purchased at the Client's Property through (i) a secure payment gateway selected by the Client or (ii) a physical payment terminal. These transactions are recorded in the Previo application.

**"Previo Reservation+" / "Reservation+" / "R+"** is an online reservation system that can be located on the Client's hotel website that enables, among other things:

- a. booking accommodation and related services,
- b. booking stay packages,
- c. automatic collection and publication of reviews,
- d. publication of the Client's service price list,
- e. publication of the Client's accommodation availability calendar,
- f. publication of a map with directions to the accommodation.

**"ChM Previo Global" / "ChM Previo" / "Global"** is software used to automatically send data updates (mainly rates and availability of Accommodation Units) to international distribution channels. This module can also retrieve reservations from the distribution channel and place them in the Previo system.

**"Housekeeping Mobile Application" / "Housekeeping" / "Housekeeping App" / "HK"** means software running on mobile devices and used, among other things, to mark the cleanliness of Units in the Property and report faults. Changes made to the mobile application are recorded in the Previo system under the Client's licence.

**"Alfred Mobile Application" / "Alfred" / "Alfred App" / "Alfred Kiosk"** is software running on mobile devices, or alternatively on a physical kiosk hardware placed at the Property, to which the Guest logs in using their reservation code received from the Client, and where they can make changes to their reservation. Suggested changes may include ordering additional services, paying for the reservation, or completing online check-in. The Alfred application services in the Previo system are configured by the Client in a dedicated module. Full functionality of individual Alfred services may require the purchase of tools from third-party hardware and software providers.

**"ScanID Mobile Application" / "ScanID" / "ScanID App"** is software running on mobile devices and used to scan the machine portion of ID cards and passports. After scanning, the data from the ID document is automatically saved in the Previo system on the guest's registration card.

## **2. Subject of the Agreement**

**2.1.** The subject of this Agreement is to provide the Previo system to the Client for the purpose of using the functionalities of the selected application version and the Services specified in the individual annexes to this Agreement.

**2.2.** Pursuant to Article 3 of this Agreement, the Operator grants the Client a licence to use the Previo system at the Facility, in particular the technical resources and functionalities of the application listed in the selected software version.

**2.3.** The subject of this Agreement also is the Client's obligation to pay a fee or commission for the Services specified in detail in the annexes to this Agreement (Fee).

## **3. Licence Agreement**

**3.1.** The Operator confirms that it is entitled to exercise all rights and obligations under the Agreement, primarily to grant the Client access to the application.

**3.2.** The Parties agree that, under this Agreement, the Operator grants the Client a non-exclusive and non-transferable licence to use the Previo system to the extent guaranteed in the selected system version and the ordered Services. This licence entitles you to use the Previo system in accommodations located within the European Union and is granted for the duration of this Agreement.

**3.3.** The Client may not grant further licences (sublicences) to the Previo system without the prior express consent of the Operator. The Client also may not transfer this licence to third parties without the express consent of the Operator.

## **4. Term and Termination of the Agreement**

**4.1.** This Agreement is concluded for an indefinite period.\*

**4.2.** The Agreement may be terminated by either Party (i) with notice, or (ii) without notice.\*

**4.3.** The Operator and the Client may terminate the Agreement without notice in the event of a material breach of the obligations contained herein by the other Party. A material breach of the obligations of the Agreement primarily includes failure to fulfill financial obligations, i.e., fees for the licence granted or purchased Services, as well as a breach of the provisions of the annexes to this Agreement and acting to the detriment of Previo Partners or Client's Guests. In such a case, the Agreement shall terminate on the date of delivery of a written notice of termination to the postal address or email address of the other Party indicated in the header of this Agreement.

**4.4.** In the event of termination by notice of termination, the notice period shall be one (1) calendar month, commencing on the first day of the month following the month in which the notice of termination was given by one Party to the other.\*

**4.5.** Notice of termination of the Agreement should be sent to the email address provided in this Agreement. Alternatively, it may be sent by regular mail.

**4.6.** Termination of the Agreement does not release the Client from the fees under the Agreement, which must be paid no later than seven (7) days after the date of termination.

**4.7.** In the event of termination of the Agreement, until its final expiration, the Operator will provide the Client with access to the full, up-to-date database of reservations, companies, guests, documents, and other data normally available to the Client in the Previo system. The Client may also request the Operator to transfer related data to a selected format for an additional fee. The Operator will assess the feasibility of fulfilling the Client's request and estimate the cost of the work. If providing the data in the format requested by the Client is not possible, the Client will use the formats available in the Previo system. In the event of a breach of this section by the Operator, the Client has the right to withhold all other fees payable to the Operator until the Operator fulfills its obligations under this section.

**4.8.** \* In the case of special package promotions for the Operator's services or commission-based billing for Previo Services, amended terms of the Agreement may apply, including the Fees, their amounts and types, terms of termination, and the scope of Services provided. Such offers will be included in a special annex to the Agreement marked "Special Offer," which will include the terms and conditions of the promotion.

## **5. Terms of Service, Copyright, and Personal Data Processing**

### **5.1. Basic Provisions**

The Terms of Service, Copyright, and Personal Data Processing (hereinafter referred to as the "Terms and Conditions") specify the rights and obligations of the Operator and its Clients arising from the legal relationship between them, related to the Services provided by the Operator. These Terms and Conditions define the rights and obligations of the Parties other than those indicated in the remainder of the Agreement, as well as in its annexes. All capitalized terms in the Terms and Conditions have the same meaning as indicated in the Agreement. If any provision of the Agreement is inconsistent with the same provision in the Terms and Conditions, the provision in the Agreement shall prevail.

### **5.2. Copyright**

The Client acknowledges that all copyrights, intellectual and industrial property rights, and trade secrets related to Previo s.r.o. (the manufacturer of the Previo system) and Hotelgram Polska sp. z o.o. (Previo System Operator) and the Previo system, as well as the Services provided by the Operator in accordance with the Agreement, are the property of the Operator and/or the application manufacturer. Their use or the Fees paid by the Client do not entitle the Client to claim any rights to all or part of the

Previo system, or to any of the rights indicated above.

### **5.3. Transfer and Processing of Personal and Other Data**

**5.3.1.** The Client acknowledges that by using certain functionalities of the Previo system via a secure network interface, they provide the Operator with the personal data of Guests and hereby consent to the collection of such data by the Operator in the databases of the Operator or the application manufacturer, solely for the purpose of further use by the Client. The Operator acknowledges that the Client does not have the Guests' consent to transfer their personal data to third parties beyond the extent necessary for the performance of the service.

**5.3.2.** The Client hereby authorizes the Operator to process the personal data of the Client's Guests for the purpose of fulfilling the Operator's obligations resulting from the Client's instructions. Furthermore, the Parties undertake to maintain confidentiality regarding such information that the Parties have provided to each other within the scope and under the specific terms of the Agreement. The purpose of this is to define the rights and obligations of the Parties, in particular those resulting from:

- Regulation (EU) 2016/679 of the European Parliament and of the Council 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 ("GDPR")) with effect from May 25, 2018,
- Other legal regulations related to the protection of personal data.

**5.3.3.** The Operator declares that the Previo system optionally provides the possibility of processing personal data to an extent exceeding the legal obligation, and that the Client may, therefore, become a data processing party with a simultaneous obligation to submit an appropriate notification to the Inspector General for Personal Data Protection (UODO (PL) or DPA (EU)).

**5.3.4.** Upon expiry or termination of this Agreement, the data set and its working and emergency copies shall be deleted, archived, or anonymized.

**5.3.5.** In the event that a new database is created as part of or in connection with the performance of this Agreement, the exclusive right to such database, within the meaning of the Act of July 27, 2001, on the Protection of Databases, shall belong to the Client.

**5.3.6.** The Operator undertakes to apply all of the following rights, obligations, and provisions both in relation to the personal data of natural persons and other data processed in the Previo system in accordance with the Client's instructions.

**5.3.7.** The basic set of data processed in the Previo system on the basis of this Agreement includes the following scope:

- first name,
- last name,
- email address,
- phone number,
- other data placed in Previo by the Client

**5.3.8.** Pursuant to these provisions, the Operator undertakes to process the personal data of the Client's service recipients in accordance with the instructions received from the Client and on their behalf. These provisions comply with the rights and obligations resulting from the relevant legal regulations related to the processing of personal data indicated in the next paragraph, and in particular comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).

**5.3.9.** The Operator hereby declares that it is aware of the legal obligations resting upon it, in particular those resulting from the GDPR, and that it will use the necessary measures to fulfill them, primarily by ensuring that all employees of the Operator, as well as its subcontractors, contractors, and other authorized persons providing services to the Client through the Operator, are familiarized with the obligation of confidentiality and other legal obligations, of which the Operator may provide proof.

**5.3.10.** In the event of a breach of security of the processed personal data provided to the Operator by the Client, unauthorized or accidental access to them, their destruction or loss, unauthorized transmission, or any other type of misuse, the Operator is obliged to immediately inform the Client of the event and to take immediate remedial measures to remove the cause of the security breach.

**5.3.11.** Personal data may be processed only at the place of work of the Operator or its suppliers (subcontractors) within the European Union.

**5.3.12.** The Operator and the Client undertake to provide each other with the necessary cooperation and all documents enabling the efficient and effective processing of personal data, especially in the case of negotiations with data subjects, the Data Protection Office, or other public administration bodies.

**5.3.13.** The Operator undertakes to take the (technical and organizational) measures necessary to ensure the protection of the processed personal data so as to prevent unauthorized access, alteration, loss, or destruction, as well as unlawful transmission or other unauthorized processing or misuse of personal data. This obligation does not cease even after the end of the processing of personal data by the Operator. The Operator also takes the measures necessary to ensure appropriate organizational and personnel conditions in order to fulfill its legal obligations, in particular those resulting from the provisions of the GDPR, during the entire period of personal data processing.

**5.3.14.** The Operator undertakes to ensure data processing in the following manner:

Personal data will be available only to persons authorized by the Operator, who will be subject to the terms and scope of data processing specified by the Operator, and each such person will have a unique identifier enabling access to the data;

Personal data will be processed at the place of work of the Operator, its subcontractors, and/or the manufacturer, accessible only to persons authorized by the Operator or its suppliers (subcontractors);

The Operator prevents any unauthorized reading, copying, transmission, modification, or deletion of records containing personal data.

**5.3.15.** The Operator shall take measures to identify and verify the entities to which personal data have been transferred and by which these data have been processed, changed, or deleted.

**5.3.16.** The Operator undertakes to apply its own internal regulations or include special clauses in contracts to ensure that its employees and other persons processing personal data on behalf of the Operator do so only in accordance with the terms and scope specified by the Operator, and in accordance with the Client's instructions; in particular, the Operator itself shall maintain confidentiality (and impose an obligation of confidentiality on these persons) regarding personal data and security measures, the disclosure of which would pose a threat to the security of personal data, even after the termination of employment of such persons or after the performance of relevant tasks on behalf of the Operator.

**5.3.17.** The Operator undertakes to make every effort to protect the Client's data against theft and/or unauthorized use by third parties and/or loss and/or damage. In the event of data damage caused by third parties or in the event of unauthorized manipulation of data, provided the Operator has not knowingly neglected to comply with data protection rules, the Operator shall not be liable for damages incurred by the Client. The Operator is not responsible for any damages incurred in connection with the operation of the Previo system or any errors or defects, unless they were caused by a hidden defect that the Operator knew or should have known about and of which it did not notify the Client. In the event of data damage caused by a third party or in the event of unauthorized manipulation of the Client's data where the Operator neglected to comply with data protection rules, the Operator shall be liable for actual and proven damages incurred by the Client up to the amount of 12 monthly fees paid by the Client to the Operator for the Previo system licence. The Operator is obliged to compensate the Client for such damages within seven (7) days from the presentation of proof by the Client.

**5.3.18.** The current version of the Regulations together with the Agreement is available on the Operator's website: <https://www.previo.com.pl/do-pobrania>

## **5.4. Confidentiality of Information**

If, during the cooperation, the Operator provides the Client or the Client provides the Operator with information that is not generally available in business circles, which is considered confidential or, more precisely, constitutes a trade secret of the Client or the Operator in accordance with the relevant provisions of the Civil Code, and if the Party has taken effective measures to ensure confidentiality or has marked such information as a business secret, the other Party undertakes to use such information, data, and materials containing such information and data solely for the purpose of fulfilling the provisions of these Terms, and will not use such information and data for its own purposes or for the needs of third parties, and will not disclose their content to any third party, except for its own employees authorized to perform such operations, and will not commit any other type of misuse of information and data for its own purposes or for the benefit of third parties.

## **5.5. Settlements, Contractual Penalties, Other Conditions**

**5.5.1.** The amount of the Licence Fee for a specific number of Units/Other Units is specified in the appendices to the Agreement.

- 5.5.2.** In the event of delays in any payment resulting from the Agreement, the Operator will start charging statutory interest, unless the Parties agree otherwise in individual cases.
- 5.5.3.** Accrued interest is payable within seven (7) days from the delivery of the interest note (delivery by email will be sufficient).
- 5.5.4.** In the event that payment of the amount resulting from the Agreement is not recorded within the period indicated on the invoice, the Operator may block access to the Previo system without prior notice. Access will be unblocked after the payment is recorded by the Operator. If payment is not received within 30 days from the date of the block, the licence will be deactivated, and its reactivation may involve Activation Fees.
- 5.5.5.** In case of doubt regarding the delivery of any claim, summons, notification, notice of termination, or dissolution of the agreement, such a document is considered delivered three days after it was sent by electronic means or handed over to the post office (courier).
- 5.5.6.** The Client consents to exclusively electronic delivery (mainly in PDF format) of all documents related to payments (invoices, interest notes, or payment demands).
- 5.5.7.** Fees for using the Previo system are always payable in advance for a given billing period. The Operator is not obliged to refund any fees that have already been paid.
- 5.5.8.** The amount of the Fees depends, among others, on the number of Accommodation Units and Other Units placed in the Previo system by the Client, and the total number of Previo Services purchased by the Client.
- 5.5.9.** The Client has the right to adjust the total number of Accommodation Units and Other Units during the term of the Agreement independently in Previo. New Fees will be calculated automatically, and after their approval by the Client in the system, the Operator and the Client will receive confirmation of the calculation by email. This operation is irreversible. The Operator will charge new Fees starting from the billing period following the period in which the changes were introduced by the Client.
- 5.5.10.** The adjusted price of each Service for the current number of Accommodation Units and Other Units for Reservation placed by the Client in Previo will be calculated maintaining all discounts for the purchased number of Services appearing in the Agreement.
- 5.5.11.** The Operator has the right to change the Fees for Services during the term of the Agreement and to introduce changes in settlements with the Client on this basis. The Operator will make every effort to ensure that these changes do not occur more often than once per calendar year, subject to circumstances beyond the Operator's control (e.g., an increase in the inflation rate).
- 5.5.12.** The Client has the right to reject changes to the prices of the purchased Services. In such a case, the Client shall submit a notice of termination of the Agreement with a notice period (1 month), during which the Client will pay obligations based on the previous rates.
- 5.5.13.** The Parties have agreed that the obligation to pay a contractual penalty does not exclude the right to claim compensation.
- 5.5.14.** In the event of system malfunction for reasons attributable to the Operator, when such difficulties or total technical interruptions are longer than 2% of the total operating time in a given calendar month, the Client has the right to request the cancellation of the total Operating Fee for the malfunctioning Previo application service due for 1 (one) month following the month in which the failure/interruption occurred.

## **5.6. Provisions of the Parties**

- 5.6.1.** These terms constitute part of the Licence Agreement (Agreement) between the Operator and the Client.
- 5.6.2.** The Client acknowledges and accepts the fact that the Operator is entitled to update and modify the Terms. In such a case, the Operator will inform the Client of the new version of the Terms with appropriate notice and/or post them on the Operator's website and in a written notification sent to the Client by email. The Client is obliged to read the amended version of the regulations after receiving relevant information from the Operator.

**5.6.3.** These Terms are binding for the Operator and the Client as of the date of their acceptance. These Terms are considered accepted by the Client if the Client gives written consent and/or pays the fee for the Services provided by the Operator for the period following the date of publication of the updated version of the Terms by the Operator.

## **6. Final Provisions of the Agreement**

**6.1.** This agreement has been drawn up in two identical copies, one for each of the Parties. The Parties jointly declare that they have read the provisions of the Agreement, accept them, that they conclude the Agreement voluntarily, in good faith, and that they have not been subjected to any pressure or other conditions detrimental to either Party, and that they are familiar with the content of the Agreement, which they confirm with their handwritten signature.

**6.2.** The Agreement enters into force on the date of signing.

**6.3.** The Agreement supersedes any previous arrangements between the Client and the Operator.

**6.4.** Any modifications to the Agreement [require] a written addendum signed by both Parties or changes to the provisions of the Regulations.

**6.5.** The Operator has the right to transfer the rights and obligations resulting from this Agreement to a third party. The Operator shall inform the Client of such an occurrence.

**6.6.** The unenforceability or invalidity of any of the provisions of this Agreement does not affect the enforceability or effectiveness of the Agreement as a whole, except in cases where such unenforceable or ineffective provision cannot be excluded from the Agreement without affecting its validity. In such cases, the Parties undertake to make every effort in good faith to replace such invalid or unenforceable provision with an enforceable and effective provision intended specifically for the original provision and purpose to the maximum extent possible.

**6.7.** The Parties do not wish to derive any rights or obligations from existing or future practice established between them or general industry conventions or practices related to the subject of this Agreement outside of the express provisions of this Agreement. In addition to the above, the Parties confirm that they are not aware of any other type of cooperation, trade exchange, or other practices concluded between them.

**Operator's Signature:** \_\_\_\_\_

**Client's Signature:** : \_\_\_\_\_