

Service terms

of Clock Software Ltd

Clock PMS+: Hospitality redefined

Complete cloud software for operations, sales through all channels, digital hospitality and payment automation _____

Version 3.2

Effective 15th November 2020

Preamble

Whereas

Customer is an owner, manager or franchisor of a hotel, group of hotels or accommodation premises and is seeking to implement a new hotel property management system, online distribution and digital guest engagement software and systems in such current and future hotels and accommodation premises franchised by Customer (the “Affiliated Hotels”).

Clock has developed and provides cloud-based software and other software and services, including online distribution and guest engagement software, designed for the hospitality industry, which software and services operate as a complete and integral hotel property management system (the “Service”).

Parties have decided to enter into an agreement or an affiliation annex (both referred to as “Agreement”), whereas Clock shall provide to Customer or the Affiliated Hotel and Customer or the Affiliated Hotel shall adopt and use the Service in some or all Affiliated Hotels.

The present Service terms (“Service terms”) shall be an integral part of all Agreements and Affiliation Annexes and shall stipulate the terms under which Clock shall provide and the Customer and the Affiliated hotels shall

Performance of the Service and Responsibilities

Responsibilities of the parties

Clock shall be responsible for ensuring that the Service is in accordance with the Agreement and the Service Level Agreement, set forth below in the Section “Service Level Agreement and Compensations”. Any adverse events or Service downtimes shall be handled in accordance with the regulations of the Section “Service level Agreement and Compensations”, including the User Support. The applicable SLA Level shall be stipulated in Customer’s Agreement. Respectively, all applicable guarantees and compensations shall be according to the SLA Level.

Clock shall not be responsible or liable for lost data, revenues, profits, other financial losses, and/or indirect, consequential, exemplary, special or punitive damages. Without prejudice to the above Clock shall be liable only for deliberation or gross negligence. The aggregate liability of Clock for claims under the present Agreement shall be limited to the compensations, set forth in the Section “Service level Agreement and compensations”. In such

cases Clock shall have the option to compensate the Customer by granting benefits for using the Service.

Customer and Affiliated hotels shall contribute to facilitating Clock's performance of its duties under their Agreement.

Clock's responsibility towards third party components of the Service

To the extent that third-party deliverables are included in the Service, that shall be stipulated in the Agreement and with a reference to the 3rd party legal entity details, and where possible to the terms for the Customer's access to and use of third-party deliverables. The terms of such 3rd party components are binding for the Customer and the Affiliated Hotels.

Clock shall not be liable to the Customer or to the Affiliated hotels for any errors in third-party components or deliverables arising after the Effective date. This entails that the Customer or the Affiliated hotels may not invoke any non-compliance incidents after the Effective date, including service level requirements, if this is due to an error in third-party components or deliverables. This also applies to the loss or destruction of data. The limitations of liability in this section shall not apply if Clock could or should have limited the scope and/or consequences of such errors.

In the case of errors in third-party components and deliverables, Clock shall be obliged to report the error to the third party, explain to Customer or Affiliated Hotel why the scope and/or consequences of such errors could not or should not have been limited, and keep the Customer informed about the status of the error rectification.

Use As-it-is and Service updates

Customer and Affiliated hotels shall use the Service and all Service upgrades in their standard form (as-it-is):

- Standard upgrades and general maintenance of the Service shall be included in the scope of the Agreement without further remuneration.
- Clock shall be exclusively entitled to take decisions about the Service features and their standard upgrades.
- Clock shall not be obliged to implement or modify any specific Service features on request by Customer or Affiliated hotels, but the implementation of any suggestions by Customer or Affiliated hotels shall not entitle Customer, the Affiliated hotels or any 3rd party to any copyright or compensation.
- Clock shall be exclusively entitled to apply all system updates on Clock's own discretion, including the moment of application.

Terms of use of the Application programming interface (API)

Clock shall provide registered access to the Customer or to 3rd parties appointed by the Customer to the Application programming Interface (“API”) under the terms of the Agreement. The Customer and such appointed 3rd parties shall be exclusively responsible for the use of the API and the data transmitted through the API.

Customer undertakes to use the API according to its terms and specifications.

As a responsible supplier, Clock shall always strive to preserve the specifications of the Application Programming Interface (“API”) of the Service. That shall include the API endpoints, their standard parameters and responses and their general way of functioning. However, parties acknowledge that the development of the API shall remain exclusive entitlement of Clock and that in certain instances Clock may have to implement modifications to the API specifications. Customer and the Affiliated hotels agree that:

- such modifications shall not be a reason for claims for compensations
- Customer and Affiliated hotels shall bear any expense for the adaptation of 3rd party software applications to the modified API
- indemnify Clock from claims from any 3rd party that uses the API to connect a software application to the Service on behalf of Customer or the Affiliated Hotels.

Compliance with regulatory requirements

The Customer and the Affiliated hotels shall be exclusively responsible for using the Service in accordance with the local fiscal, legal or other regulatory requirements (“Regulatory requirements”) at the place of business of each of the Affiliated hotels.

Unless Clock holds a registration with a local regulatory agency, provides a certificate from an authorised certification body or serves a self-assessment compliance declaration, Customer and the Affiliated hotels shall be exclusively responsible for assessing the compliance of the Service with the Regulatory requirements and shall notify Clock in written if the Service is or has become non compliant or the use or the provisioning of the Service becomes or is a subject of registration/approval/certification, obtained at a local regulatory agency or body. In such case the Customer and the Affiliated hotel shall immediately stop using the Service or shall undertake all possible provisional actions that will make the use of the Service compliant with the local regulatory requirements.

If the Service is not compliant with the local Regulatory requirements, the Customer / Affiliated hotel shall not use it at all or shall stop using it at the moment of they become aware of such.

Customer and the Affiliated hotels shall notify Clock immediately in case of non-compliance and in such case Clock shall be entitled to either take actions to remove the noncompliance

or shall notify Customer and the Affiliated hotels that the achievement of compliance will not be possible (“Non-compliance with Regulatory requirements”).

In case of non-compliance with Regulatory requirements Customer and Affiliated hotels shall not be entitled to any compensations or reduction of fees.

The Customer and the Affiliated hotels shall indemnify Clock against penalties, legal fees, or any other expenses as a result of an action of the local authorities or interested 3rd parties at the place of business of the Customer / Affiliated hotel for the delivery of non-compliant Service, unless Clock holds a compliance registration with a local regulatory agency, has provided a certificate from an authorised certification body or has served a self-assessment compliance declaration.

Information security

Clock shall take appropriate measures to address the information security requirements associated with the performance of the Service.

This entails that Clock shall take appropriate measures to ensure the confidentiality of the Customer’s data, as well as measures to ensure that data does not fall into the hands of unauthorised persons. Furthermore, Clock shall take appropriate measures to protect against the unintended modification and deletion of data, and against virus and other malware attacks.

Clock shall be obliged to keep Customer’s data separate from the data of any third parties, in order to reduce the risk of impairment of data and/or access to data. By separate is meant that necessary technical measures to secure data against unintended change or access are implemented and maintained. Unintended changes or access also include access by the employees of Clock or others who do not need the information in their work for the Customer.

Customer and the Affiliated hotels shall be obliged to apply and maintain systematic measures to ensure the data security, protection of personal, credit card and other sensitive data, including but not limited to granting and revoking user rights; controlling transaction logs; establishing reasonable retention policies; staff trainings, etc,

Customer undertakes to use the API responsibly and in compliance with the personal data security and general data security regulations and good practices. All data transfers and storage of data, performed via the API of the Service, shall be on Customer’s behalf, account and responsibility.

Personal data protection

Through planned and systematic measures, Clock shall ensure satisfactory information security with respect to confidentiality, integrity, accessibility and robustness in the processing of personal data.

The measures, undertaken by Clock to ensure satisfactory compliance with data processing regulations, including GDPR, are set forth in Clock's Data processing agreement, which shall be an integral part of the present Service terms and the Agreement.

Processing of personal data through the Service shall be done on behalf of the Customer. Customer shall be the Data Controller on its own behalf and on behalf of all Affiliated hotels and Clock shall be Data Processor exclusively for the Customer.

Clock shall not be entitled to entrust personal data to other parties for storage, reworking or deletion without prior special or general written permission for this from the Customer, with the exception of Amazon Web Services where the Service is hosted. Clock must ensure that any subcontractors used by the Clock (if any), and which process personal data, assume the same obligations as those set forth in the present section of the Agreement.

The Customer and the Affiliated hotels shall be solely responsible for the personal data, transmitted via the API to any 3rd party system or repository.

Ownership, storage of data and data retention

These Service terms or the Agreements shall not change the copyright, right of disposal or property rights held by the parties prior to the Agreement, and which they retain during the performance of the Agreement.

Access to the Service comprises all of the powers which are necessary to use the Service in accordance with the purpose of this Agreement. No intellectual property rights are transferred to Customer. Customer shall not have exclusive access to the Service.

Customer shall retain the right of ownership of all data that is entrusted to Clock for processing, and which is stored or processed with the help of the Services under this Agreement. The same shall apply to the output from the Clock's processing of such data.

Clock shall have access to data as described above only to the extent necessary to enable Clock to fulfil its obligations pursuant to the Agreement and present Service terms.

Clock shall under no circumstances have the right to withhold the Customer's data but shall be entitled to suspend or restrict the access to the Service in case Customer fails to rectify a breach on its obligations under the present Agreement, subsequent to a written notice served by Clock.

Upon the termination or cancellation of the Service, Clock shall suspend the access to the Service and shall retain the data for a maximum period of 5 years ("Inactive retention period"). After the expiration of the Inactive retention period, Clock shall destroy Customer's data.

The Customer shall be entitled to request with a written notification to Clock:

- access to the data against additional remuneration during the Inactive retention period against additional remuneration;
- extended data retention after the Inactive retention period against additional remuneration;
- destruction of the stored data.

The Customer shall be the exclusive owner of the data, processed by the Service under the present Agreement. The accounts opened for each individual Affiliated Hotel shall be part of the same Service account and the data in them shall not be transferable to another account.

Service Level Agreement and Compensations

Availability (uptime) guarantee

What is this metric taking into consideration?

Service availability is calculated per calendar month as follows:

$$\text{Availability} = (1 - (N-P) / D) * 100$$

P: Downtime in connection with planned maintenance work pursuant to the plan for the maintenance of the Service. Maintenance shall also include the deployment of Service upgrades. All Maintenance instances shall be applied pursuant of a written notice, issued minimum one day in advance. The written notice may also be served as an on screen notification form within the Service.

D: Operating time - total time in the specified calendar month

N: Downtime - the time the Service has been unavailable, and this is due to factors for which Clock are responsible, i.e. not force majeure or other factors outside of the control of Clock, and not factors that are due to Customer.

Targets and compensations

Uptime	SLA Compensations / Fee reductions for service outages or downgrades		
	SLA Base	SLA Standard	SLA+ Enterprise
99.995 - 99.990	0%	0%	-10%
99.990 - 99.900	0%	- 5%	-15%

99.900 - 99.500	- 5%	- 5%	-20%
99.500 - 99.000	- 5%	-10%	-25%
99.000 - 97.000	-10%	-15%	-30%
97.000 - 95.000	-10%	-20%	-50%
95.000 - 90.000	-20%	-30%	-100%
< 90.000	-50%	-100%	-100%

Performance guarantee

For measuring the performance Clock uses Internal Server metrics - Application Server Response Time. This is the time since the moment of receiving the request from the application server till the moment of its response to the client.

The performance is calculated per calendar month as follows:

What is this metric taking into consideration?

- Acceptance of the request, authentication, and processing of the parameters, sent in the request
- Processing of business rules of the application
- Reading of database records
- Composing of pages or partials server side
- Passing of response to the client

What is this metric not taking into consideration?

- The time necessary for transport of the request from client's browser to the application server through the LAN and internet
- The time necessary for transport of the response from the application server to the client's browser through the internet and the LAN
- The time necessary for the browser to render the page. This time depends on the page size, browser and client's hardware.

Metrics

Two industry standards are used for the Application Server Response Time: Average Response Time and 90 Percentile Response Time.

- Average Response Time - is the average value of the response timers of all requests;

- 90 Percentile Response Time - the slowest transaction from the first 90% of the transactions, sorted in ascending order;

The values of the metrics are regarded at average values of discrete intervals of 1 hour each.

Separate metrics are applied for the Core application (APP) and for the API servers (API).
Target and compensations

Application Server Average Response Time (APP and API)

Res.T. (sec)	SLA Compensations / Fee reductions for service outages or downgrades		
	SLA Base	SLA Standard	SLA+ Enterprise
1.5 - 2.0	-	-	10%
2.0 - 4.0	-	5%	20%
4.0 - 5.0	-	10%	30%
5.0 - 6.0	5%	20%	50%
6.0 - 10.0	10%	50%	100%
More than 10.0	20%	100%	100%

Application Server Response Time (APP) - 90 percentile

Res.T. (sec)	SLA Compensations / Fee reductions for service outages or downgrades		
	SLA Base	SLA Standard	SLA+ Enterprise
2.5 - 3.0	-	-	5%
3.0 - 4.0	-	-	10%
4.0 - 5.0	-	5%	20%
5.0 - 6.0	-	10%	30%
6.0 - 7.0	5%	15%	40%

7.0 - 9.0	10%	20%	50%
9.0 - 15.0	15%	50%	100%
More than 15.0	20%	100%	100%

API 90 percentile

Due to the variable character of the API requests, Clock can not offer a guarantee for this specific metric.

Monitoring and logs

Independent monitoring

Our SLA execution of both Availability and Performance can be monitored online at any moment at our web site and from the link here:

<https://p.datadoghq.com/sb/arxw2a7twdvq0aks-6584046ead624bf3f6ff1325ae944dc9>

Other logs and evidences

When reviewing a claim, submitted by a Customer, Clock shall be entitled to use additional logs and evidence, but only in case we identify that the public independent monitoring detects false positive decrease of availability or performance.

Compensations or fee reduction entitlement

In case the Service experiences outage or downgraded uptime or performance compared to the targets set above, Customer or the Affiliated hotels shall be entitled to a compensation or fee reduction, as per the selected SLA Level.

In order to claim the compensation or take benefit from the price reduction, Customer shall send Clock a written message requesting so until the 15th day of the month subsequent to the month for which the Customer is entitled to a compensation and stating the figures according to the independent monitoring tools, quoted above. Clock shall review the claim within maximum 10 days subsequent to the date of receiving the claim of the Customer and if no further evidence shows false positives or planned maintenance, directly impacting the values of the availability and/or performance, Clock shall issue a credit note for the claimed calendar month. Clock shall be entitled to reject the claim only in the following cases:

- The reference in the claim does not match the figures in the Public monitoring tool;
- The claim has been sent after the 15th day of the month, subsequent to the calendar month for which the claim has been filed;

- Clock can prove with logs and evidence that false positives, planned maintenance, actions from the Customer or force majeure have impacted the registered metrics for availability and performance.

Non-compliance of the Service

Definition of non-compliance

Clock shall assure that standard Service features operate as they are intended to according to their release notes and specifications, without interruption and loss of data.

Reporting of non-compliance issues

Customer or Affiliated hotels shall report each instance of Non-compliance (“Non-compliance incident”) to the Support Centre of Clock or Clock’s authorised representative. Clock shall respond to all Non-compliance incidents in accordance with the Definition of Levels and Resolution targets set forth below. The reporting shall be recorded as a ticket in Clock’s Support system together with the time of reporting and a copy of the recording shall be made available for Customer/ Affiliated Hotel.

Definition of Non-compliance levels

Non-compliance of the Service shall be quantified by severity according to the following levels:

Level	Category	Description
A	Critical error	Error that results in: <ul style="list-style-type: none"> • the interruption of the Service • a loss of data, • standard Service functions that, based on an objective assessment, are of critical importance to Customer/the Affiliated hotels and which standard Service functions are not delivered or do not function as they are intended.
B	Serious error	Error that results in a standard Service function that, based on an objective assessment is of importance to the Customer/the Affiliated hotels, and which standard Service function is not working as they are intended to, and which results in time-consuming or costly work arounds.
C	Less serious error	Error that results in individual standard Service functions not working as intended to, but which can be worked around with relative ease by the Customer/Affiliated hotels

Non-compliance Level Determination

Customer/the Affiliated hotels shall reasonably self-diagnose each Non-compliance incident and recommend to Clock an appropriate Non-compliance level designation. Clock shall validate Customer's/Affiliated hotel's non-compliance level designation or notify Customer/the Affiliated hotel of a proposed change in the non-compliance level designation to a higher or lower level with justification for the proposal. In the event of conflict regarding the appropriate Non-compliance level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with Clock's level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of escalation.

Resolve Time

Resolve Time is the period from the time the Non-compliance incident was reported to Clock's Support Centre until Clock responds to the Customer that the Non-compliance incident is resolved.

Level	Category	Standard
A	Critical Error	100% resolved within 16 hours or less.
B	Serious Error	100% resolved within 72 hours or less.
C	Less Serious Error	100% resolved within 45 days.

Resolve Time is the period from the time the Non-compliance incident was reported to the Clock's Support Centre until Clock responds to Customer/the Affiliated hotels that the issue is resolved, minus the Idle time. Idle time shall be the aggregated time during which Clock is objectively unable to undertake any actions to achieve the resolution of the Non-compliance incident as such resolution depends on input, feedback or action by Customer/the Affiliated hotel or by a 3rd party which is not Clock's Subcontractor. The Idle time shall also include the time used to correct the consequences from the Customer's, Affiliated hotel's or 3rd parties' (not Clock's subcontractors) actions, lack thereof or incomplete or wrong application or lack of application of Clock's instructions. Clock shall remain entitled to close a certain ticket for Non-compliance incident after a reasonable Idle time if Customer/the Affiliated hotels does not reply to Clock's requests and reminders. The Resolve time on such Non-compliance incidents shall be considered within target. Customer/the Affiliated hotels shall be entitled to re-open such tickets, where the resolve time shall be restarted.

Non-compliance compensations

The percentage of the Subscription fees that shall apply as a fee reduction for failure to achieve Non-compliance incidents resolve times, shall be as follows:

Level	Resolve Time	Amount of Monthly Fee
A	Above stipulated resolve time.	25% of monthly fee per instance..
B	Above stipulated resolve time.	10% of monthly fee per instance.
C	Above stipulated resolve time.	5% of monthly fee per instance.

User support

Scope of the Support

The terms of the Support section cover the resolution of the Support Incidents.

A support incident (“Support incident”) shall be:

- Support incident shall be each and any request, enquiry and incident that is not a result of a Non-compliance incident, downtime or significantly degraded system performance
- is related with the specific way Customer and the Affiliated hotels use or want to use the Service, as opposed to the functioning of the Service, and/or with the specific local technical infrastructure and technical means at the premises and on the technical means of the Customer, the Affiliated hotels or the Dependent users;

Covered types of incidents (“Covered incidents”)

Support groups	Types of incidents	Examples
High-priority	Support incidents, related to inability of the users to perform critical key features of the Service such as check-in, check-out, taking payments, printing bills or kitchen orders and sync with the online channels.	<ul style="list-style-type: none"> • Verification of the status of the integrations to online distribution systems (does not include the mapping and configuration, or the configurations of the channel manager or OTA/CRS extranet). • Support incidents related with fiscalisation integrations or connection to fiscal devices, which have already been set in production (if any)

		<ul style="list-style-type: none"> • Support incidents, related to malfunctioning of the payment interfaces, which have already been set in production • Support incidents, related to malfunctions of kitchen and bill printers (POS)
General enquiries	All other Support incidents, related with daily procedural issues, related with the use of the Service, or issues related with system configuration and interfaces	<ul style="list-style-type: none"> • Issues, related with daily routines, operational questions and procedural questions • Issues, related with reporting • Issues, related with managing of rates and restrictions • Issues related with the integrations with 3rd party systems, developed by Clock

Types of incidents that are not part of the Support agreement

- Project management and implementation guidance
- Investigation of online distribution issues and discrepancies beyond reviewing the log files
- Business or tax consultations
- System administration and incidents related with LAN, internet connectivity, OS, virus protection, 3rd party systems
- Repetitive or recurring incidents, caused by the inability of the Customer/the Affiliated hotels to apply a previously suggested by Clock reasonable resolutions
- Development and customisation services, including printout or template customisation
- Integrations with 3rd party systems, not developed by Clock, API usage and issues
- Sales, account management, invoicing and billing related enquiries and requests

Such incidents, whereas possible, may be offered as Setup services under the terms, stipulated in the Agreement.

Guaranteed and not-guaranteed coverage

Guaranteed coverage

Clock undertakes to be available to work on resolving Covered Incidents, submitted by Customer the the Affiliated hotels, without further remuneration and within the Guaranteed

work volume, Response time, Resolution time and Working time ("Guaranteed coverage") according to the Support plan, stipulated in the relevant Affiliation Annex.

Non-guaranteed coverage

Clock undertakes to assert their best efforts, subject of availability, to resolve all Covered Incidents above the Guaranteed work volume. However, Clock shall hold no obligation or liability to resolve such incidents within the Response or Resolution times, neither shall be liable or owe any remedy or compensation if Clock is unable to or fails to deliver work efforts on the resolution of Support incidents and enquiries above the Guaranteed coverage.

Measuring the Guaranteed work volume

The Guaranteed work volume shall be measured by the effectively worked time on all actions of Clock's support representatives, related with but not limited to accepting, analysing, diagnosing, applying, liaising with 3rd parties, communicating and documenting the actions on resolving Covered Incidents.

Response, Resolution and Working times

Working time

The working time shall be the time in which Clock shall be available for accepting reports and for working on the resolution of Support Incidents.

The Working time shall be according to the Support plan, included in the respective Affiliation Annexes and may differ for the different Support groups.

Response time

Response time shall be the time between the moment of acceptance of Customer's or the Affiliated hotel's report for the Support group and the moment ("Response moment") when Clock starts working efficiently on its resolution.

The Response time shall be counted only within the Working time for the respective Support group, i.e the intervals of non-Working time shall be deducted from the effective time since the moment of registering the Support Incident until the moment when Clock efficiency starts working on it.

The Response time shall be stipulated in the Support plan according to the Affiliation annex and may differ for the different Support groups.

Resolution time

Resolution Time is the period between the Response moment and the moment (“Closing”) when Clock responds to the Customer or the Affiliated hotel that the Support Incident has been resolved or closed, minus the Idle time. The Idle time (“Idle time”) shall be the aggregated time during which Clock is objectively unable to undertake any actions to achieve the resolution of the Support Incident as such resolution depends on input, feedback or action by the Customer or by a 3rd party which is not Clock’s Subcontractor. The Idle time shall also include the time used to correct the consequences from the Customer’s or 3rd parties’ (not Clock’s subcontractors) actions, lack thereof or incomplete or wrong application or lack of application of Clock’s instructions. The intervals outside of the Working time for the respective Service level group shall also be deducted from the efficient time since the Response moment and the Closing.

Clock shall remain entitled to close a certain ticket after a reasonable Idle time if the Customer does not reply to Clock’s requests and reminders. The Resolution time on such Cases shall be considered within target. The Customer shall be entitled to re-open such cases, where the Resolution time shall be restarted.

Agreed scheduled resolution

Clock shall be entitled to offer to the Customer to select a predefined time slot for the resolution of a particular Support incident or issue, which are not Critical. If the Customer opts-in to accept the suggested time, the Response time shall be considered delivered on time even if the agreed time is later than the target Response time.

Communication channels

Clock shall be available to receive submission of Support Incidents and to conduct the entire communication on their resolution from the Customer only via the communication channels covered by the Support plan (“Official communication channels”), stipulated in the Affiliation Annex, which may include some or all of the following:

- Clock’s Support Portal - provides direct access to Clock’s Support System via Registered Support Users login. Allows submission of new Support tickets, addition of notes and responses to already submitted Support tickets, review of the previously submitted Support tickets. The Support Portal shall be available from the Software or at Clock’s website. This is the recommended communication channel.
- Support chat - available from Clock’s Support Portal.
- Email - address shall be provided as per Customer’s contracted standard or custom Support plan.
- Phone - number or numbers shall be provided as per Customer’s contracted standard or custom Support plan. All Critical and Serious incidents and issues shall be reported

exclusively using this channel in the time slot between 22:00 CET and 08:00 CET next morning, if they are included in the Working time of the respective Support level group under the contracted standard or custom Support plan.

Any submissions of Support Incidents or consequential communication related with their resolution, not submitted to the Official communication channels, may not be deemed valid and shall not lead to any further default or liabilities for Clock

Supported languages

Clock shall be available to accept and resolve Support Incidents in the Languages, contracted in the standard or custom Support plan.

Different Support levels or parts of the Working time may only be provided in English language.

Clock may give the Customer or the Affiliated hotel the possibility to opt-in for a different support language with some of the Support Incidents. If the Customer or the Affiliated hotels opt-in for a different Support language the Support Incident shall be deemed promptly processed.

Registered Support Users

The Customer and the Affiliated hotels shall be entitled to and shall appoint Registered Support Users. Clock shall only provide User support to Customer incidents and requests, reported by Registered Support Users and shall decline to process such, not reported by Registered Support Users, unless otherwise agreed in written.

Each Registered Support User shall be entitled to register the addition or the removal of unlimited number of other Registered Support Users and Clock shall include them or remove them from the list of the Registered Support Users by creating or disabling a profile of the Registered Support User in Clock's Support System. Clock shall be entitled to require an email or other form of verification to finalise the process of adding a new Registered Support User..

Process and obligations of the parties

Incident reporting

Customers or the Affiliated hotels shall submit Support Incidents and requests to Clock via the Official communication channels. For each such Incident Clock shall open a Support ticket and each Support ticket shall be assigned with a unique ticket number.

The Customer shall report the Support Incidents within the contracted Working time for the voice channels and at any time for the channels, using written media (support portal, email, chat).

Resolution

The Customer and the Affiliated hotels shall at all times and on Customer's or the Affiliated hotel's own account be obliged to execute the instructions of Clock directly or by using 3rd party suppliers or service providers and will make sure all technical and system requirements, as communicated by Clock, are met. Upon request by Clock, the Customer or the Affiliated hotels shall provide remote access, evidence, log files, diagnosis assistance or other evidence, related with the resolution of the Support Incidents or with the functioning of the Service. The Customer or the Affiliated hotels shall also provide on Customer's or on Affiliated hotel's own account the cooperation from any 3rd party that is required for the resolution of the Support Incidents or for assuring compliance with the technical and system requirements of Clock.

While waiting for the Customer, the Affiliated hotels or their subcontractors, 3rd party vendors and service providers to provide the requested evidence or to execute the prescribed actions, Clock shall be entitled to pause the Resolution time (i.e. Idle time).

Closing

Both parties shall be entitled to Close the Ticket.

Clock shall be entitled to close a Support ticket in the following cases ("Legitimate closing"):

- When the Customer or the Affiliated hotel have confirmed that the Support Issue or Incident have been resolved;
- When the Support incident has been objectively resolved;
- When the Support incident is not a Covered incident;
- After a reasonable Idle time if the Customer or the Affiliated hotel does not reply to Clock's requests and reminders.
- If the Support incident is a result of a non-contracted feature or feature request.
- If no resolution can be provided with the current functionality of the Service or due to the objective matter of Support incident despite the promptly asserted efforts by Clock or by their subcontractors

The Customer and the Affiliated hotel shall be entitled to close a Support ticket on their own discretion.

Reopening

The parties shall be entitled to re-open a Support ticket that has been previously closed. Unless the ticket has been Closed by Clock in a situation, which is not a Legitimate closing, the Response and Resolution time shall be restarted with the reopening of the Ticket.

User Support Compensations

The percentage of the Subscription fees that shall apply as a fee reduction for failure to achieve Support incidents Response and Resolution times, shall be as follows:

Support group	Response or Resolution Time	Amount of Monthly Fee
High-priority	Actual average Response or Resolution time for the calendar month	25% of monthly fee
General enquiries	Above stipulated Response or Resolution time	NA

Calculation of Claims and Compensations

The execution and the compensations shall be calculated and applied for a calendar month.

The maximum value of the compensation shall be 100% of the fee, applicable for the respective calendar month.

Combination of compensations

Compensations from the different availability, performance, non-compliance or user support metrics shall not be summed or applied in combination. The highest applicable compensation applies exclusively.

Exclusive remedy

The price reduction shall be the sole and exclusive compensation and remedy for any failure of Clock to meet any of its obligations under the Service level agreement or the Agreement in general, unless those caused by gross negligence.

Thank you!