

**General Licence Agreement – GLA**  
**– pertaining to TMRW System licence agreements –**  
**Applicable: From 1 July 2018 until revocation**  
**Applicable in CEE countries**  
**v.1.0.**

(hereinafter: ‘**GLA**’) which was adopted by

**TMRW Alkalmazások Korlátolt Felelősségű Társaság**

Abbreviated company name: TMRW Kft.  
Company registration number: Cg.01-09-294779  
Registered seat: H-1077 Budapest, Wesselényi utca 28.  
Bank account number (EUR): 10701087-70150621-50000005  
Name of account holding bank: CIB BANK Zrt.  
Tax number: 25892295-2-42  
EU VAT number: HU25892295  
IBAN (international bank account number with uniform structure) HU46 1070 1087 7015 0621 5000 0005 (EUR)  
SWIFT code (code of account holding bank) CIBHHUHB  
Statistical number: 25892295-5829-113-01.

as service provider (hereinafter: ‘**TMRW**’), which is pertaining to the TMRW System operated by TMRW and to the use of such system in compliance with the following provisions, as well as to all *contiguous partial and ancillary services*, i.e. jointly: the Licence, adopted as general terms and conditions on the day indicated below, effective until revocation, and which shall be applied as binding in the scope of the pertaining legal relationships, under the following terms and conditions:

**Recitals:**

TMRW operates a cloud-based, real-time application (accommodation booking, opening room doors, checking in and out, setting room temperature, electronic invoicing, remote reception, housekeeping, etc.) accessible through its website [www.tmrwhotels.life](http://www.tmrwhotels.life) (hereinafter: *TMRW Website*) and through its mobile application **TMRW Hotels** (hereinafter: *TMRW Application*) as user platforms (hereinafter jointly: **Platforms**) and offers it particularly to legal persons providing accommodation and relating services connected to the TMRW (hereinafter jointly: ‘**Customer**’ or ‘**Customers**’), which legal persons offer services in their so-called smart apartments, houses, hostels, hotel/hotels enabled to automated operation (hereinafter ‘**Hotel**’ or ‘**Hotels**’). The applications can be downloaded to smart phones from Apple Store and Google Play as an application downloadable free of charge by the Customer’s End Users (Guests) and compatible with Android and IOS systems. The detailed compatibility shall be determined in the applicable TMRW GTC (defined in Point III.1).

By the connection and by concluding the licence agreement, TMRW promotes the automated operation of the Hotel/Hotels of certain Customers and the automated provision of services to the accommodating guests, including the acceptance of all bookings, orders and specific orders, achieved by a real-time software, electronic system harmonized with the systems of the Hotel, which is able to serve the Customers’ guests in a reliable and secure manner and to record the required information, and through which, inter alia, the invoicing and the request/payment of the consideration of services can be implemented, furthermore, which is suitable for expanding the Customer’s clientele and for the promotion of the Hotel.

The present GLA shall be applicable: in the region formulated by Albania, Bosnia and Herzegovina, the Czech Republic, Croatia, Kosovo, Poland, Hungary, Slovakia, Romania, Slovenia, Serbia, Montenegro and the Republic of Macedonia (hereinafter: CEE region).

**I. Introductory provisions**

1. The Customers can connect to the TMRW Hotels application (hereinafter: ‘**TMRW System**’) under the terms and conditions and licence terms set forth in the present GLA. The Customers’ Hotel/Hotels can be integrated into the TMRW System under the terms and conditions set forth in the present GLA, and the Customers can acquire licence to use the TMRW System within the frameworks set in the present GLA.
2. The present GLA includes all terms and conditions of the licence orders and licence agreements (hereinafter jointly: ‘**Licence**’) formulated in the scope of the aforesaid subject and of the relating partial and ancillary services, which, beside the GLA, shall be governed also by the pertaining law and standards. The present GLA may include specific terms and conditions differing from Act V of 2013 on the Civil Code (hereinafter: Civil Code), pursuant to Paragraph (2) of Article 6:59 in the Civil Code.
3. The present GLA shall regulate all legal relationships between TMRW and the Customers, which fall within the scope of the present GLA.

## II. Scope of the GLA

1. The present GLA shall enter into effect on 1 July 2018 and shall remain effective until revocation.
2. The scope of the present GLA shall cover all legal relationships and Licences formulated by the connection to and use of the TMRW System, it shall determine the rights and obligations of the parties and the circumstances related to the use of other services.
3. The present GLA shall be applicable also if the services of the TMRW are accessible via other platforms, websites or mobile applications as well. Furthermore, it shall be applicable to all manners of use of TMRW's services (mobile website, mobile applications, Facebook page etc.) via which the Booking-upload and/or Hotel operation functions of the TMRW System are accessible.
4. The present GLA shall be applicable to all Customers. The provisions of the present GLA shall impose obligations on and grant rights to TMRW, the Customers and all their representatives, successors or assignees.
5. TMRW shall be entitled to amend the GLA unilaterally and without reasoning, along with notifying the concerned Customers. In relation to new users of the TMRW System, the amended GLA shall be applicable from the day of such notification.
6. TMRW shall be entitled to improve, at its discretion, the TMRW System based on the feedback of the respective Customers and guests, and to release new versions at times. The present GLA shall be applicable for the current TMRW System and for all future releases thereof.

## III. Prerequisites for the applicability of the Licence

1. TMRW stipulates, as a prerequisite for the Licence (*i.e. for licence orders and for the conclusion of licence agreements*) that the Customer shall consent to be bound by the general terms and conditions pertaining to the use of the TMRW System via the Platforms (hereinafter: 'TMRW GTC'), particularly the provisions pertaining to 'Partners' therein. In such scope, TMRW also stipulates as binding provision that the present GLA shall be interpreted in conjunction with the TMRW GTC and that the concepts of the present GLA shall bear the same meaning as the concepts in the TMRW GTC, bearing in mind that in case of any conflict of contents, the provisions of the present GLA shall prevail.
2. In accordance with the foregoing, the Customer shall conclude the agreement with TMRW, in the frameworks of the Licence as a Partner pursuant to TMRW GTC, with full acceptance of the rights and obligations of partners as prescribed in the TMRW GTC.
3. As a prerequisite for applying the Licence, the Customer shall undertake, as an additional expressed obligation, to harmonize its pertaining policies with the present GLA and with the TMRW GTC, until the registration of its Hotel/Hotels at the latest.

## IV. Acquiring the Licence and using the related Basic and Ancillary Services

1. The Customer can request the Licence pursuant to the present GLA and the TMRW GTC, with derogations from the TMRW GTC as indicated on the order form, by accepting the present GLA and by filling out the order form attached hereto as Annex 1 (hereinafter: '**Order Form**') appropriately.
2. The Order Form, filled out without errors and bearing authorized signature, can be handed over to the TMRW's authorized representative in person, or can be submitted by email the signed document with pdf extension, or via the TMRW's electronic surface. TMRW's contact details:  
**TMRW Alkalmazások Korlátolt Felelősségű Társaság**  
**E-mail address: sales@tmrw.life**
3. The TMRW shall review the received Order Form upon receipt, and, if there is no impediment to the conclusion of the GLA, it shall accept the order by signing the Order Form which it sends it back to the Customer to the contact address and in the form the Customer indicated or sends the confirmation thereof by electronic means. In case, for any reason, the TMRW does not accept the Order Form, it shall send a notification to the Customer's provided contact addresses of the reasons of the rejection within 30 days from the receipt of the Order Form at the latest, and shall invite the Customer to remedy the deficiencies and shall inform it of the possibility of submitting the Order Form again thereafter.
4. The Licence shall come into existence and the present GLA shall become applicable on the day the Order Form is accepted.
5. By the filling out the Order Form without errors, the Customer orders from the TMRW, and the TMRW, if it signs the Order Form, undertakes to provide the integration of the Customer's Hotel/Hotels into the TMRW System and the Customer's right of use of the TMRW System (hereinafter: '**Licence**') pursuant to the provisions set below and to the pertaining law and standards.

## V. Content of the Licence

1. TMRW is the exclusive licensor of the TMRW System in Hungary. It has all permits and rights to carry out such activity.
2. TMRW shall provide a non-exclusive right to use to the Customer pursuant to the terms and conditions set forth in the present GLA, for a limited term in compliance with the scope of the GLA.
3. The content and scope of the Licence shall cover the Basic Services and Ancillary Services pursuant to the respective published TMRW System Order Form.

4. TMRW states that it has a right of its own to license the use of the solutions presented in the TMRW System.
5. As a result of the conclusion of the present GLA, the Customer acquires, as TMRW Partner, a limited right to use in relation to the TMRW System for the term of the Licence, pursuant to the present GLA, to the TMRW GTC and to the Order Form accepted by TMRW, which right to use shall cover the specific services ordered and requested by the Customer on the Order Form to the extent and pursuant to the provisions said in the foregoing, after full payment of Registration Fee set forth on the Order Form and against performing its obligation to pay the Monthly Fee set forth therein.
6. After the signature of the Order Form by TMRW and if the fees indicated in the present GLA are contractually paid, the Customer acquires the right to use the TMRW's logo (trademark) indicated in Annex 2 and to refer to its Partnership with TMRW.
7. **As Licence basic service (hereinafter: 'TMRW Basic Service'), the following shall form part of the respective published TMRW Hotels application:**
  - a. Survey of the compatibility of the Hotel/Hotels to the TMRW System, making proposal or individual offer, if required, to the Customer to provide compatibility.
  - b. Registration of the Hotel/Hotels in the TMRW System
  - c. Connection, in case of existing PMS integration, of the systems of the Hotel/Hotels to the TMRW System.
  - d. Allocation of the pre-planned authorisation for login (User Profile) to the Platforms to the Customer
  - e. Allocation of the authorisations for data-upload and data-amendment to the Customer on the Platforms (authorisation to use the TMRW System)
  - f. Allocation of the access authorisation to the Customer for the data basis of the Customer's own Hotels managed by the TMRW System
  - g. Allocation of authorisation for sending newsletters and/or promotions within the TMRW System to the Customer
  - h. Automated implementation of the Customer's instructions according to the approved authorisations in the TMRW System
  - i. Real-time display of the offers, information, contract terms and conditions uploaded by the Customer in the TMRW System, to the users of the TMRW System in order that the users of the TMRW System and/or the guests designated by them (hereinafter 'Guest' or 'Guests') can use Customer's services via the TMRW System
  - j. Conclusion of the contracts formulating in the course of the users' bookings and automated forwarding thereof to the Customer
  - k. Recording and updating the booking data pursuant to the contract formulating in the course of the users' bookings, in the TMRW System and in the Customer's PMS therethrough
  - l. Allocation of the authorisations corresponding the information available in the scope of the contract formulated by the Guest's booking – particularly hotel system messages confirming the payment of certain fees –, and the recording thereof in the TMRW System and in the internal systems of the Hotel concerned by the booking therethrough
  - m. Implementation or rejection, by TMRW System messages (System Messages), of orders pertaining to booking, orders, specific orders
  - n. Providing real-time information to the Users on the Platforms or by separate messages (e.g.: text message, email), in relation to booking, orders, specific orders, based on the information provided by the Customer
  - o. Immediate transmission, to the addressee User, of the invoices uploaded through the Platforms by the Customer
  - p. Recording invoicing information in the TMRW System and recording the corresponding informative accounting broken down by concerned rooms (managing room accounts) with the content complying with TMRWA GLA
  - q. Indirect marketing (for a separate fee, pursuant Point 2.a of Chapter XI)
  - r. Providing connection to the TMRW HK System.
8. **As an extended basic service of the License (hereinafter: 'TMRW Basic Service with BLE'), the following shall form part of the respective published TMRW Hotels application, beyond the Basic Service:**
  - a. Integrating the Customer's existing and pre-installed BLE units (locks) into the TMR System.
9. **On the Order Form, beside the binding provisions which cannot be amended within the frameworks of the present GLA, the following ancillary services (hereinafter: 'Ancillary Services') can be ordered:**
  - a. **Dispatcher Service**
    - TMRW makes a Dispatcher Service available for the Customer's Guests 24 hours a day on the TMRW Website and/or via the TMRW Application.
    - The Dispatcher Service shall fulfil all tasks prescribed as operating requirements that a 24-hour reception or concierge service would be obliged to fulfil.

- The Dispatcher Service shall provide general information to the Customer's Guests related to the concerned booking, order, specific order and pertaining to the operation, services of the Hotel.
- The Dispatcher Service shall accept guest complaints and shall take the necessary measures.
- The Dispatcher Service shall also receive emergency calls, in which case TMRW reserves the right to forward the incoming call directly to the competent authorities.
- The Dispatcher Service shall record the incoming requests, whether written or voice-based, and shall store them pursuant to its respective policies.

**b. PMS compatible with the TMRW System**

- In case the Customer has not applied electronic hotel administration system (PMS, i.e. Property Management System) or the system it uses has not been integrated to the TMRW System before, the TMRW shall install the required PMS pursuant to its individual offer or shall carry out the Customer's integration to the TMRW System pursuant to an individual offer.

**c. Installation and or replacement of BLE – 'Bluetooth low energy' – locking system**

- In case no or not appropriate BLE system has been installed for the concerned Customer, TMRW undertakes, pursuant to its separate offer, to purchase, install and deploy the required instruments, to the extent requested by the Customer.

**d. Education, seminar held on the TMRW System**

- If the Customer requests, the TMRW shall describe the use of the TMRW System and the operation of the Platforms accessible by the Customer in detail at the seminar/seminars held, on-site or by means of distance education (*voice and picture based, via internet*), to the co-workers of the Customer.

**e. General consultancy carried out to support the introduction of the TMRW System**

- If the Customer requests, TMRW shall support the planning and development of the Customer's full IT system through professional consultancy. The first occasion of consultancy is free of charge, after which the consultation fee shall be charged at the rates indicated on the Order Form.

**VI. Place of performing the Licence**

1. Place of performance: varies depending on the actual service.

In such scope, the TMRW shall inform the Customers that the TMRW system is cloud-based, thus, the physical performance of certain parts of the Licence is carried out primarily with the so-called cloud service provider, except if the performance of the given service is related to a different performance site designated expressly by the Parties. By accepting the present GLA, the Customers expressly acknowledge the provisions of the present Point.

2. On-call time:

The TMRW Systems operates in 24 hours but the TMRW shall not guarantee 100% access to the TMRW System via the Platforms. The TMRW excludes its liability for defects of access due to a reason not attributable to TMRW (*e.g. possible technical failure or outage, any shutdown or break of technical origin, destructive applications or programs placed by others, e.g. viruses, worms, macros or hacker activity*) and for damages arising from possible malfunctions exceeding the 99% on-call time of booking period (yearly average) undertaken by TMRW. By accepting the present GLA, the Customers expressly acknowledge and consent to the provisions of the present Point.

3. Moreover, the stipulations indicated on the Order Form accepted by TMRW shall be applicable.

**VII. Deadlines for performing the Licence**

1. TMRW shall commence the performance within 30 (thirty) days from the coming to existence of the Licence. The Customer's delay due to any reason shall exclude the TMRW's delay, except if the Customer's delay would be attributable to TMRW in the first place.
2. Moreover, the stipulations indicated on the Order Form accepted by TMRW shall be applicable.

**VIII. Further detailed conditions of Basic Services**

1. Survey of the TMRW System compatibility of Hotel/Hotels (operational environment), and, if required, making proposal or individual offer for the Customer to generate compatibility.
  - a. The TMRW System only operates in compliance with the technical specification in a suitable operational environment. Suitable operational environment means that the systems and access points of the hotel intended to be connected to the TMRW System are compatible therewith (TMRW compatibility).
  - b. Based on the information provided by the Customer, or, if required (*and if the incurred costs are reimbursed*), surveyed on an on-site examination, it shall be pre-examined, as a technical prerequisite of the integration, whether the concerned hotel applications and software comply with the expected operational parameters and whether the data transmission interfaces are suitable for accepting and transmitting the data required for TMRW integration.

- c. In case the concerned hotel units do not qualify as suitable operational environment, the Customer may take the necessary measures at its own cost or may assign TMRW to fulfil the tasks, based on a separate offer, to achieve compatibility.
  - d. The performance of further tasks of the Basic Service cannot be claimed from the TMRW until the suitable operational environment is ensured.
2. Registration of the Hotel/Hotels in the TMRW System
    - a. The Registration shall be subject of Registration Fee, determined depending on the survey pursuant to Point 1 of Chapter VII, which shall be stipulated on the Order Form.
    - b. If the Registration Fee is paid and the suitable operational environment ensured by the concerned Hotel/Hotels is ascertained (i.e. if both conditions occur as joint prerequisites), the TMRW shall register the Hotel/Hotels in the TMRW System.
    - c. In the course of the Registration, TMRW shall review the data provided by the Customer and may request further information, if required, from the Customer and shall extend the TMRW System accordingly so that is becomes suitable for connection with the hotel PMS, for giving system-orders to locking systems and for all other functions agreed upon by the Parties.
    - d. In the course of extending the TMRW System, TMRW shall generate the Customer's logically separated user profile/profiles (hereinafter: 'Profile') and the related storage space broken down in compliance with the Customer's requests and with the prior conciliation of the contracting Parties.
    - e. In the course of the registration, the Hotel/Hotels and the services thereof shall be displayed on the Platforms but TMRW shall not ensure access for Guests thereto until the closure of the connection (Passive display).
  3. Connection of Hotel/Hotels with the TMRW System
    - a. As a closure of the registration, TMRW shall connect the hotel systems with the TMRW System.
    - b. The Customer shall provide TMRW with the information essential for successful configuration (*e.g. access keys, source codes*). TMRW shall manage the information provided in such manner confidentially and shall keep it as business secret, i.e. it shall do its utmost to avoid unauthorised access thereto.
    - c. In the course of the connection, the Parties shall closely cooperate, thus, if the connection demands on-site appearance, then, depending on the circumstances, the Customer or, (*against the reimbursement of its costs*) the TMRW's co-worker with the proper expertise (*or its subcontractor*) shall carry out the necessary measures in the Hotel/Hotels in compliance with the TMRW's instructions. The Customer shall priorly ensure the suitable authorisations, entries and shall hand over the work site.
    - d. The duration of the connection may vary and shall be conciliated priorly by the Parties.
    - e. Following the report of performance of the connection provided by TMRW, the Parties shall carry out a test run and shall take minutes of handover and acceptance thereof as soon as it is finished. The connection shall be deemed completed and contractual if, pursuant to professional practices, standards and other (legal) regulations, it was carried out in premium quality and the concerned hotel units are suitable for normal operation via the TMRW System and for the purposes pursuant to the present GLA. The test run shall not last longer than 60 days.
    - f. The contracting Parties agree that TMRW shall not be liable for logical and other software defects concerning the operation occurring in the said period but the TMRW shall be obliged to take immediate measures to overcome such defect.
    - g. The full amount of licence fee shall be payable also for the duration of the test run.
    - h. The TMRW shall commence the connection of the systems after the payment of the Registration Fee stipulated on the Order Form.
  4. Allocation of authorisations for data-upload and modification to the Customer on the Platforms (authorisation for using the TMRW System)
    - a. TMRW, as operator of the TMRW System, shall reserve all rights of the administrator. Accordingly, the Customer may only modify the Profile logically separated in the TMRW System which was generated in the course of the registration, and only within the technical-logical frameworks determined by TMRW and by the GLA (hereinafter: TMRW Frameworks). TMRW shall notify the Customer also that certain modifications may entail additional cost and/or prior modification, supplement of the Licence (*particularly in case of integration of new hotel unit or of activating further Ancillary Services*).
    - b. The registration of Hotel/Hotels, hotel units or services shall in each case be carried out by the Customer based on the TMRW's instructions or on the content of the Support menu item of the Platforms. The Hotel/Hotels, hotel units or services concerned by such activation become bookable online and available to Guests via the Platforms pursuant to the TMRW GLA. The Customer shall acknowledge that the upload or indication of certain information may be prescribed by TMRW as binding prerequisite, for consumer protection reasons or with reference to other provisions of law.
    - c. The Customer shall only be entitled to upload offers, documents or share information with Guests in the TRW System exclusively upon login to and via the Profile.
    - d. The Customer shall be entitled to freely modify its offers, published services and the availability thereof within the TMRW Frameworks, and to carry out any customer system activities in general within the TMRW System.

## **IX. Manner of performance**

1. TMRW states that all personal and material conditions, permits required to perform the services qualifying as the subject of the GLA are available to it.
2. In the course of performing the Licence, TMRW shall act in compliance with the Customer's instructions and shall notify the Customer of all arising relevant circumstances. TMRW shall not carry out any conduct which would violate or jeopardize the Customer's interest.
3. TMRW shall notify the Customer, via email, of any modifications carried out in the TMRW System.
4. With regard to that a decisive extent of the TMRW's actions are based on information provided by the Customer, if the Customer fails to provide all information necessary for performance on time, TMRW shall not bear liability and shall not be held liable for any damages resulting therefrom.
5. TMRW and the experts engaged by it shall act, in the course of the performance, with the diligence that can be expected from persons specialized in the given professional task.

## **X. Liability**

1. TMRW warrants that no third persons have any right which would hinder or restrict the Customer's use of the TMRW System pursuant to the Licence.
2. TMRW shall not be liable for any connection and/or operation malfunction or failure of the TMRW System or certain modules thereof if the Customer operates its hotel systems in an operational environment that differs from what has been stipulated by TMRW.
3. TMRW shall fully exclude its liability, towards the Customer and third persons, for all damages arising from any services provided in the frameworks of the present agreement. TMRW shall fully exclude its liability for consequential damages.
4. The Customer shall be liable for providing high-quality services to the Guests in the hotels, furthermore, for meeting the requirements of its qualification (category) as provided by it to TMRW. Furthermore, the Customer shall notify TMRW of any changes in relation to its qualification category.
5. If the Customer breaches any provisions of the present GLA, it shall be fully liable for the damages, consequential damages arising from such breach. In the scope of the foregoing, the Customer shall be liable, in particular, for lawful claims of Guests who have bookings in the Hotel, regardless of whether the Guest or other person intends to enforce such claim jointly and severally against the contracting Parties or exclusively against TMRW. The provisions of the present Point shall be applied mutatis mutandis to the claims of third persons.
6. The Customer shall not violate the TMRW's reputation. The Customer shall be liable for damages in case of such violation.
7. The parties shall mutually respect and persist each other's reputation, in case of causing any damage the causing party shall be liable for the violation.

## **XI. Licence Fee**

1. TMRW shall perform the Licence for a mixed work and licence fee comprising of the units detailed on the **Order Form** (hereinafter: 'Licence Fee') and for the reimbursement of its verified costs incurring in relation to the performance (hereinafter: '**Cost-reimbursement**'), which shall be payable in arrears by the Customer against the TMRW's due pertaining electronic invoices, pursuant to the present GLA, to the Order Form accepted by TMRW and to the content of the individual invoices.

In case the Customer requests the performance of Ancillary Services, the Licence Fee shall be increased by the fees stipulated for the requested services, which shall be payable pursuant to the Order Form accepted by TMRW, to the Annexes thereof and to the content of the pertaining invoices submitted by TMRW.

2. TMRW reserves the right to unilaterally modify the individual units of the Licence Fee one (1) time per year at most, pertaining to a whole year. The costs can be raised maximum by 20% net by TMRW. TMRW shall notify the Customer of such modification 90 days prior to the expiry of the given Customer agreement at the latest. The fee modifications shall enter into force each time on 1 January for a whole year and shall not be applicable to the Customers who are not entitled to terminate their agreement before the modification enters into force. By accepting the present GLA, the Customer shall expressly acknowledge and accept the foregoing.
3. Cost-reimbursement:
  - a. TMRW's Marketing cost:

The base thereof shall be the respective monthly licence fee. The flat rate shall be 20% of the Monthly Fee. It shall be accounted for in invoice issued pertaining to the due Monthly Fee. The Marketing cost is a charged forward service, TMRW shall use the fees collected under such title at its discretion but only for advertising the TMRW Applications.
  - b. TMRW's further eligible out-of-pocket expenses:

The Customer shall reimburse TMRW's further expenses which incurred in relation to performing the Licence and are recognised by the Customer, until the 10<sup>th</sup> day of each month, pursuant to TMRW's invoices pertaining to the due Monthly Fee. In case a dispute occurs in relation to costs, TMRW shall be entitled, in divergence to the foregoing, for the reimbursement of its costs at the amount of 50% of the due Monthly Fee as flat rate cost-reimbursement, without separate verification.

- c. Fees of technical support provided by TMRW  
During working hours (between 9-17 pursuant to Hungarian law), TMRW shall ensure user support via email for the use of the TMRW System. Any technical support exceeding that (e.g. for extended period or covering also cases concerning the own IT infrastructure of the company using the licence) shall be subject to a separate agreement. Technical support shall be available via email or via TMRW's own defect management system.

## **XII. Stipulation of contractual penalty**

1. In the event of late payment of any payment obligation related to the License and the present GLA, the Client shall be obliged to pay, from the date on which the delay occurs, default interest of an amount equivalent to 15 (fifteen) per cent of the current base rate of the central bank - in case of a payment obligation denominated in foreign currency, the base rate set by the issuing central bank for that currency - on the first day of the calendar half-year in which the delay occurs. The interest shall be calculated for the whole period of a given calendar half-year on the basis of the current base rate of the central bank on the first day of the calendar half-year in which the delay occurs. The obligation to pay interest is to arise even if the debtor justifies the delay.
- 2.
3. TMRW shall be entitled to offset its claim for penalty against the any pecuniary claims of Customer.
4. The payment of penalty by the Customer shall not exempt it from the obligation to perform the payment concerned by the delay.
5. The payment of penalty shall not affect the TMRW's right to enforce its claim for damages beyond the penalty against the Customer.

## **XIII. Communication**

1. The contracting Parties shall communicate all relevant statements with the other Party in writing. Statements sent by fax or by telegram shall also be deemed to be made in writing, as well as emails in case of confirmation by the addressee.
2. The present Chapter shall be otherwise governed by the provisions stipulated in the Order Form accepted by TMRW.

## **XIV. Copyright**

1. TMRW shall reserve all its economic rights of copyrights, the Customer shall acquire the rights of use based on the present GLA, exclusively under the scope thereof and stipulated therein.
2. Within the frameworks of the Licence, the Customer shall be entitled to: the Profile, to the use of which it shall be entitled throughout the term of the Licence in the number of copies pursuant to the Parties' agreement, with unlimited number of Users.
3. TMRW shall have the exclusive right to develop or transform the TMRW System. The TMRW shall disclose the source code of the TMRW System only in case of a separate agreement and against a separate fee, otherwise the source code shall not be available.
4. In the course of performing the Licence, the organisational units, Hotel/Hotels of the Customer shall not be deemed as third persons.
5. The consideration for the rights of use assigned by TMRW's performance is included in the Licence Fee.
6. TMRW shall only be allowed to get an insight into the Customer's third-party systems' source codes, login credentials until it is technologically necessary / required to integrate the systems. In case TMRW uses these login credentials, source codes for any reason besides the aforementioned reasons, it results a serious breach of contract and shall follow with an immediate GLA contract cancellation from the Customers side.

## **XV. Scope of the Licence**

1. The agreement shall be concluded between the Parties for a definite term under the terms and conditions set forth in the present GLA, which temporal scope shall last from the acceptance of the Order Form by the TMRW until 31 December of the second following year. Following the expiry of the said term, the scope of the GLA shall be extended by 1 (one) year automatically, except if either Party notifies the other Party of not intending to extend the Licence, prior to 60 (sixty) days before the expiry of the contract.
2. Both TMRW and the Customer shall be entitled to terminate the Licence unilaterally, without reasoning, until the payment of the Registration Fee to TMRW (i.e. until the Registration Fee is credited to the TMRW's designated account).
3. In case the Customer fails to pay the Registration Fee by the set deadline, the GLA shall be terminated automatically without any further action, in which case the Customer shall reimburse all costs incurred by TMRW in relation to the Licence as stipulated in TMRW's notice, within five (5) days from by such notice.
4. Following the payment of the Registration Fee
  - a. until the connection pursuant to Point 3 of Chapter VIII, the Customer shall be entitled to withdraw from the Licence if it pays retention money in an amount of EUR 5,000 (five thousand euros) and reimburses the costs incurred by TMRW.

The Parties shall not be entitled to withdraw from the Licence following the date stipulated in the present Point.

5. If the GLA terminates due to any reason, TMRW shall not be obliged to ensure access neither for the Customer, nor for the Guests to TMRW System, but the Customer shall still be obliged to fully serve the concerned Guests. In case of failure to observe the foregoing provision, if any Guest intends to claim fee, reimbursement or damages from TMRW under any title, the Customer shall reimburse that to TMRW upon its first notice.
6. The foregoing limitations shall not be applied in case of termination with immediate effect due to serious breach of contract, i.e. the Parties shall be entitled to terminate the GLA with immediate effect in case of serious breach of contract.
7. In case of serious breach of contract by the other Party, any Party shall be entitled to terminate the Licence with immediate effect in writing. Such termination shall only take place if the breaching Party fails to remedy the breach of contract after receiving a written notice calling on remedy which also contains the details of the breach, by the deadline set in such notice. The following cases shall be deemed as serious breach of contract, particularly but not exclusively:
  - a. breach of obligation of confidentiality,
  - b. failure to meet the statement obligation by the obliged Party,
  - c. repeated delay in performance of obligations, particularly payment or statement obligation, by the Customer due to its own attributable conduct, and the failure to perform within the additional time set for performance,
  - d. failure by TMRW to perform its obligations contractually in relation to the Licence within 30 days from calling on performance,
  - e. violation of any of both parties' reputation.
8. In case the GLA terminates due to any reason, the Customer shall return to TMRW, within five (five) days from the termination, all documentations, data, the copies thereof and Profile access which it has been provided with. Such handover and acceptance shall be documented by the representatives of the Parties in writing, *which can be fulfilled also by making a separate statement according to the Parties' agreement.*

#### **XVI. Conclusion of the agreement by electronic means**

1. TMRW shall enable the conclusion of the agreement both in paper form and by electronic means. In case of choosing electronic means, the present GLA can be accepted by indicating 'I accept', furthermore, the Order Form can be filled out also electronically.
2. The accepted GLA shall be deemed as a contract concluded in writing.
3. TMRW does not fall into the scope of any code of conduct.
4. The language of the conclusion of the agreement shall be Hungarian or English.
5. The GLA is permanently available on the website **www.tmrwhotels.life**.

#### **XVII. Different rules for recording and transmitting data applicable to accommodation in Hungary**

1. TMRW hereby informs the Customer(s) wishing to provide accommodation in Hungary under the GLA that the TMRW System shall, in accordance with and for the period specified in Act XCVII of 2018 on the amendment of Act CLVI of 2016 on the State's Responsibilities Regarding the Development of the Tourism Regions and Related Rules of Law, and in particular Chapter II/A of this Act, record and transmit to the National Tourism Data Supply Centre the traffic, statistical, accommodation and guest data required by law; that is how many adults and how many children arrived, where they came from, how much time they spent, what services they used, and how much the domestic and foreign guests spent.

#### **XVIII. Miscellaneous provisions**

1. TMRW also hereby informs the Customers of its pertaining policies, of the TMRW GLA and the TMRW Data Protection Policy which can be viewed on the Platforms also without prior authorization. By accepting the present GLA, the Customer verifies the provision of such information and thereby states that in the course and within the scope of the present GLA it shall comply with and observe the provisions set forth in the pertaining policies of TMRW.
2. TMRW shall be entitled to assign all rights set forth in the present GLA and the contract concluded by the acceptance of the present GLA or a part thereof to third persons, of which it shall inform the Customer sufficiently. The Customer hereby expressly consents to such assignment of contract.
3. TMRW and the Customer shall be obliged to cooperate, thus, they shall cooperate permanently and inform one another of all facts and circumstances concerning the Licence that affects the performance of the GLA or is in relation thereto.
4. The GLA shall only be amended or supplemented in writing, in the form of expressed amendment of contract, TMRW shall exclude any amendment or supplement by means of implicit conduct. No statement or lack of statement shall be deemed as waiver of right. Each provision of the contract and each statement shall be interpreted in accordance with the whole content of the GLA.
5. Both TMRW and the Customer shall be bound by the obligation of confidentiality regarding all information, data which they become aware of in the course of the fulfilment of their obligations, thus, they shall manage such information as business secrets and shall not disclose them to third persons without the prior consent of the other



- contracting Party in writing and shall not make them available in any manner, neither during the term of the GLA nor thereafter, except for the cases of mandatory information-providing stipulated by law.
6. The contacting Parties' rights and obligations in relation to confidentiality, legal disputes and communication shall remain and shall be binding to the contracting Parties after the termination of the GLA for any reason and under any title.
  7. Either contracting Party shall be entitled to terminate the Licence with immediate effect if bankruptcy or liquidation proceedings have been initiated against the other Party, furthermore, if any circumstance occurs which clearly frustrates the contractual performance and may cause damage to the contracting Party therewith.
  8. The present GLA was prepared in Hungarian and in English, and the TMRW stipulates that the Hungarian version shall be governing regarding any questions of interpretation.
  9. By accepting the present GLA, the contracting Parties expressly accept the obligation for attempting to settle any arising disputes in relation to the GLA and to the contracts falling under its scope amicably. In case of the failure of such attempt, if any legal dispute arises from the present GLA, from individual contracts or in connection thereto, particularly in relation to the breach, termination, validity or interpretation thereof, the parties exclude the proceedings of state courts and shall submit themselves to the exclusive and final decision of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Arbitration Court of Commerce Budapest), taking into account that that the Arbitration Court shall proceed pursuant to its own Rules of Proceedings, the number of proceeding arbitrators, pursuant to the Parties' agreement, shall be three and the language of the proceeding shall be Hungarian. The Parties hereby exclude the possibility of review of proceedings regulated in Chapter IX of Act LX of 2017 on Arbitration. The applicable material law for deciding the legal dispute shall be the Hungarian law with the exclusion of the provisions of private international law.
  10. The issues not regulated above shall be governed by the Civil Code and the pertaining Hungarian law with the exclusion of the conflict-of-law regulations.
  11. The TMRW shall provide the present services only to persons not qualifying as consumers.
  12. **I hereby state that I learned the present GLA and that I had the opportunity to understand and interpret the terms and conditions thereof before accepting the GLA. I understood the content of the GLA and I hereby accept all terms and conditions thereof. Furthermore, I personally warrant and bear financial and criminal liability for being fully authorised to accept the GLA.**
  13. The following Annexes are attached to the present GLA as integral parts thereof.

**Dated: Budapest, 1 September 2019**

**TMRW Alkalmazások Korlátolt Felelősségű  
Társaság**

.....  
**Represented by: Csaba Kató managing director**

Annex 1: Order Form  
Annex 2: TMRW trademark

The undersigned  
 Abbreviated company name: .....  
 Company registration number: .....  
 Registered seat: .....  
 Bank account and the name of the bank account holder financial institution: .....  
 Tax number: .....  
 EU VAT number (if any): .....  
 Statistical number: .....  
 Represented by: ..... (e-mail: .....; phone: .....)  
 as customer (hereinafter: 'Customer'), by signing the present deed,

*fully accepting*

the General Licence Agreement of the TMRW Korlátolt Felelősségű Társaság (Company registration number: Cg.01-09-294779; registered seat: H-1077 Budapest, Wesselényi utca 28) pertaining to TMRW System licence agreements, effective on the day indicated below (hereinafter: 'GLA'), with regard to the provisions therein, hereby

*orders*

the Licence – the TMRW Basic Services thereof – pursuant to the GLA, for a period until 31 December 20.., covering the Hotel/Hotels indicated below which provides/provide accommodating and related services, operated by the Customer.

<b>Hotel 1</b>	
Name of Hotel:	
Address of Hotel:	
Classification of Hotel:	
PMS applied in Hotel*	<b>Clock Opera Fidelio Protel Other:</b>
Type of locks, locking system applied in Hotel*	<b>Assa Abloy Onity Salto Other:</b>
Number of BLE locks concerned by the present order/Licence:	
TMRW services*	<b>TMRW Basic Services pursuant to the GLA TMRW Basic Services pursuant to the GLA with BLE</b>
Technical specification of systems wished to be connected to TMRW System but not or questionably compatible thereto	attached as <b>Annex .....</b>
<b>Rate of Registration Fee:</b>	
<b>Monthly Licence Fees in total (...../BLE/ month):</b>	
<b>Monthly charging forward of marketing costs in total:</b>	
<b>Fee of 24 hours technical support:</b>	

\* please underline the corresponding answer  
 The fees indicated in the Order Form and in all Annexes thereof do not include VAT.

**Ancillary Services**

I hereby order the **Ancillary Services** pursuant to the GLA, covering the following Hotel/Hotels operated by the Customer, providing accommodation and related services

<b>Hotel 1</b>	
Name of Hotel:	
Address of the Hotel:	
Classification of Hotel:	
PMS applied in Hotel*	<b>Clock PMS Opera Fidelio Prot Other:</b>
Type of locks, locking system applied in Hotel*	<b>Assa Abloy Onity Salto Other:</b>
Number of rooms (guest beds) concerned by the present order:	
<b>Rate of registration fee for Dispatcher Service:</b>	
<b>Total fee of Dispatcher Service (...../room/month):</b>	
<b>Hourly fee of on-site working:</b>	<b>..... EUR/hour/person</b>
<b>Transfer fee to the site by car:</b>	<b>..... EUR/km</b>

\* please underline the corresponding answer  
 The fees indicated in the Order Form and in all Annexes thereof do not include VAT.

Furthermore, I hereby order the following ancillary services (*pursuant to the terms and conditions set forth in the GLA*):  
 – please indicate the order by placing an X in the box preceding the chosen Ancillary Service –

- Dispatcher Service**  
The consideration thereof is the Dispatcher Service Fee whose precise rate and composition in indicated individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex .....
- Installation of PMS compatible with the TMRW System, on-site if required**  
The consideration thereof is the Installation Fee whose precise rate and composition in indicated individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex .....
- Installation and/or Replacement of BLE – „Bluetooth low energy” – locking system**  
The consideration thereof is the Installation/Replacement Fee whose precise rate and composition in indicated individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex .....
- Education service, seminar on the TMRW System**  
The consideration thereof is the Education Fee whose precise rate and composition is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex .....
- General consultancy to support the introduction of TMRW System**  
The TMRW supports the planning and development of the Customer's full IT system in the frameworks of professional consultancy whose precise rate and composition in indicated the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex .....
- Carrying out project management tasks in the course of introducing, integrating systems**  
The fee of TMRW's full project management service in relation to the development of the Customer's full IT system is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex .....

**The Customer hereby states that it learned the terms and conditions of the present GLA and that it had the opportunity to understand and interpret such terms and conditions before accepting them. The Customer hereby states that it does not qualify as consumer pursuant to Act V of 2013 on the Civil Code. The Customer understood the content of the GLA and hereby accepts all terms and conditions thereof. Furthermore, the Customer consents to the processing of its personal data by TMRW pursuant to the scope of the GLA and during the term prescribed by law. Furthermore, the Customer personally warrants and bears financial and criminal liability for being fully authorised to accept the GLA.**



**tmrw**  
HOTELS<sup>®</sup>