

General Terms and Conditions

(Legally non-binding English translation of the German version)

§ 1 Scope, Conclusion of Contract and Subject Matter of the Contract

- (1) These general terms and conditions (hereinafter referred to as "GTC") apply to contracts concluded between Lanes & Planes GmbH (hereinafter referred to as "Provider") and an entrepreneur within the meaning of § 14 of the German Civil Code (hereinafter referred to as "Customer") (hereinafter referred to as "Contract"). The Provider and the Customer are hereinafter jointly referred to as the "Parties".
- (2) The contract is concluded when the Provider submits a written offer to the Customer, which the Customer accepts by signing and receiving it from the Provider.
- (3) The subject of this agreement is the granting, for a fee and limited to the duration of the agreement, of the use of the Software "Lanes & Planes" provided by the Provider (hereinafter referred to as "Software"). The Software is a cloud-based travel management solution that can be used via a browser and via the mobile application provided by the Provider. The Software enables the Customer to book, rebook, and cancel transportation and accommodation services for business trips to the extent contractually agreed (hereinafter collectively referred to as "Travel Services"). In addition, the Provider provides Support Services in accordance with these GTC.

§ 2 Usage Rights, Setup and Authorization System

- (1) The Customer receives simple, i.e., non-sublicensable and non-transferable rights to use the latest version of the Software for the contractually agreed number of Users, limited to the duration of the contract, in accordance with the contractual provisions.
- (2) The Customer may only use the Software within the scope of its own business activities through its own employees, Affiliates in accordance with § 2(3), and their employees (hereinafter collectively referred to as "Users"). Any further use of the Software by the Customer is not permitted. For the purposes of these GTC, "employees" refers to employees and senior executives as defined in § 5 of the German Works Constitution Act (BetrVG), as well as freelancers and temporary workers.
- (3) The Provider may grant Affiliates of the Customer, as defined in § 15 of the German Stock Corporation Act (AktG), the right to use the Software in accordance with the contract (hereinafter also referred to as "Affiliate"). The Provider will only refuse its consent for good cause. Good cause exists in particular if the Customer is in default of payment to the Provider, if connecting the Affiliate would result in disproportionate expense for the Provider, or if the Affiliate is located outside the Single Euro Payments Area (SEPA). The right of use granted to an Affiliate is dependent on the validity of the Customer's right of use and terminates in any case upon termination of the contract between the Provider and the Customer. An invoice profile must be created for each Affiliate in accordance with § 2(4).
- (4) The Customer may request the Provider to create additional billing profiles beyond those contractually agreed upon (hereinafter referred to as "Billing Profiles") or to modify existing Billing Profiles. The Provider reserves a processing time of at least two weeks for this. A fee will be charged for the creation of new Billing Profiles in accordance with § 8, No. 4.
- (5) As part of the setup process, the Provider will grant the Customer the necessary access to the Software and provide them with the required login credentials. These credentials will grant the Customer access to an administrator account, through which the Customer can create and manage the contractually agreed number of Users.

§ 3 Services of the Provider

- (1) The Provider guarantees the functionality and availability of the Software for the duration of the contractual relationship and will maintain it in a condition suitable for its intended use. The Provider will investigate and resolve errors reported by the Customer as part of its troubleshooting services; for this purpose, the Customer has access to the Support Service as defined in § 5(2) (hereinafter referred to as "Support Service"). The Software's functionality and terms of use are set forth in the contract and these GTC. The Provider is not obligated to adapt the Software to the Customer's individual needs or IT environment.
- (2) The Provider may, without being obligated to do so, update or further develop the Software at any time, and in particular adapt it due to changes in the law, technical developments, or to improve IT security. The Provider will duly consider the Customer's legitimate interests and inform the Customer of necessary updates in a timely manner.
- (3) The Software provides a technical connection to the information services of Providers of transport and accommodation services (hereinafter referred to as "Service Providers"). The Provider's Software displays information from the Service Providers, for the accuracy of which the Provider is not responsible. Furthermore, any other disruptions in the Service Providers' services are outside the Provider's sphere of responsibility; the Provider therefore assumes no liability for such disruptions.
- (4) A contractual relationship regarding the travel service is established exclusively between the Customer and the respective Service Provider. The Provider represents the Customer in connection with the booking of Travel Services to the extent specified in this § 3(4).
 - a) Travel services are selected via Software, which the user accesses using personalized login credentials. By selecting a travel service and clicking the booking button, the user commissions and authorizes the Provider to book the selected travel service directly with the respective Service Provider on the Customer's behalf. The Customer's authorization also includes booking Travel Services whose price has increased by up to 15 percent after selection. Furthermore, the user issues a payment order to pay the price for the travel service to the Service Provider on the Customer's behalf, thereby discharging the Customer's debt. For this purpose, the Customer and the Provider agree that the payment order is issued when the user, authenticated by their personalized login credentials, checks the payment order box at the end of the booking process before clicking the booking button. After completion of the booking process, the user receives an email from the Provider confirming the booking and the issued payment order.
 - b) In individual cases, the Customer may, in accordance with these GTC and the Provider's offer, book certain travel and additional services for a trip outside of the Software via the Support Service (hereinafter "Direct Booking"). § 3 (4) a) sentences 2 to 4 apply accordingly to Direct Booking. Regarding the payment order, the Customer and the Provider agree that the payment order is issued when the user, after successful authentication on one of the provided communication channels in connection with the booking, expressly authorizes the payment order, and the Provider confirms the booking and the payment order by email. The user can access the contact details for the various communication channels via the Provider's website.

This § 3(4) shall apply accordingly to Affiliates of the Customer, insofar as the Customer has authorized them to book Travel Services in their own name.

- (5) The Provider offers Support Services in accordance with these GTC. Excluded from the Support Service are inquiries made via the support hotline that can also be accessed or submitted directly through the Software without involving the Provider and that are not based on a Software defect. If the Provider processes such inquiries, a fee will be charged in accordance with § 8, No. 5.

- (6) The Software allows Users to record travel expenses and other outlays for reimbursement purposes. The Provider does not verify the accuracy of the information entered by the user for reimbursement. The Customer is responsible for verifying the accuracy of this information.
- (7) As part of the payment processing, the Provider also obtains invoices from the Service Providers for the booked Travel Services and makes them available to the Customer. Should the Provider be unable, despite repeated attempts, to obtain a proper invoice in accordance with § 14 of the German Value Added Tax Act (UStG) from the Service Provider, the Provider is entitled to issue a substitute invoice to the Customer. The Provider stores all invoices for booked Travel Services and other travel expense receipts for retrieval at any time during the contract period. After termination of the contract, the Provider continues to store these documents for a period of three months. During this period, the Customer can request the export of invoices and receipts from the Provider. The obligation to retain invoices and travel expense receipts in accordance with legal regulations remains with the Customer and is not transferred to the Provider by the storage described above.
- (8) The Provider also processes data from third-party Providers for statistics and route recommendations for Travel Services that are accessible within the Software. The Provider assumes no liability for the accuracy of this data. The statistics may differ from the actual data relevant for billing and are not suitable for accounting purposes. Furthermore, the Provider assumes no liability for the accuracy of the route recommendations for Travel Services displayed in the Software.
- (9) The Provider will notify Users about contract-related information, e.g., information about new features and reminders about booked trips.

§ 4 Customer Obligations

- (1) The Customer must ensure that the Software is used by Users only within the scope of the Customer's business activities.
- (2) The Customer shall make any adjustments that become necessary in the systems he uses as a result of the further development of the Software in accordance with § 3(1).
- (3) The Customer must inform the Provider of any defects in the Software immediately and provide reasonable support in the investigation and correction of the errors. An error message must be sufficiently specific that a reasonable third party can understand and reproduce the error based on the error message.
- (4) The Customer is responsible for the correct booking of receipts and proper bookkeeping, in particular for verifying the accuracy of the accounting data provided by the supplier. The same applies to the archiving of accounting documents and compliance with statutory retention requirements.
- (5) The Customer must protect and safeguard the access data transmitted to him against access by third Parties in accordance with the state of the art and instruct the Users accordingly.
 - a) The Customer must immediately notify the Provider of any reasonable suspicion of misuse of access data and request that the account be blocked. Reasonable suspicion exists if, based on a preliminary assessment of the circumstances, misuse is objectively probable (e.g., simultaneous travel bookings by an employee from different locations, multiple bookings of the same destination with the same travel dates, or bookings of Travel Services that are unusual compared to the Customer's usual business trips).
 - The Provider will block access within 24 hours on weekdays and within 48 hours on Sundays and public holidays after receiving the notification.

- If there is sufficient suspicion concerning a user's access data, the Customer must also immediately block that user's access himself.
- b) If the Provider has reasonable grounds to suspect the misuse of access data, they are entitled to temporarily block the Customer's or user's access until the matter has been fully clarified. The Provider will inform the Customer of this without undue delay.
- (6) The Customer must ensure that Users inform themselves about all applicable regulations for the booked trip before departure (e.g. travel, entry and safety regulations, general terms and conditions of business and carriage of the respective Service Provider as well as the Customer's travel guidelines).
- (7) The Customer is responsible for ensuring that the personal data of Users in their user accounts is always up to date, as this data must be passed on to the Service Providers as part of the booking process.
- (8) The Customer must adhere to the appointments agreed upon with the Provider (e.g., for implementation). Appointments can be cancelled free of charge on weekdays up to 24 hours in advance. For each appointment not cancelled in time or missed by the Customer, the Provider may charge a fee of EUR 120.00.

§ 5 User Documentation, Support Service and Extended Service Hours (24/7)

- (1) The Provider makes online user documentation available to the Customer. A printed user manual is not required.
- (2) The Provider offers a Support Service for Customer inquiries. Inquiries can be submitted via the support hotline, a contact form, or email within the Service Hours specified in these GTC. Service hours are Monday to Friday from 7:00 a.m. to 8:30 p.m., excluding public holidays in Bavaria, Germany. Different Service Hours apply on Christmas Eve and New Year's Eve, and these will be communicated to the Customer in advance. For inquiries submitted to the Support Service outside of Service Hours that require processing outside of these hours (e.g., in the case of short-notice booking or rebooking requests), the Provider charges a fee in accordance with § 8, Paragraph 4.
- (3) Excluded from the Support Service are inquiries made via the support hotline that can also be accessed or made directly through the Software without involving the Provider and that are not based on a Software defect. If the Provider processes such inquiries, a fee will be charged in accordance with § 8, No. 5.
- (4) The Customer can request, book, change, or cancel travel information and services via the Software, subject to technical availability and in accordance with the applicable terms and conditions of business and carriage of the Service Providers (hereinafter referred to as "travel requests"). The following additional conditions apply to cancellation and change requests:
 - a) Cancellations and rebooking's are only possible within the time limits stipulated in the terms and conditions of business and carriage of the Service Provider.
 - b) Cancellation and rebooking requests must be submitted via the Software within the service hours according to § 5(2) (hereinafter referred to as "Service Hours") up to two hours before the start of the trip, and via the support hotline if less than two hours before the start of the trip.
 - c) Any cancellation and rebooking fees incurred in accordance with the Service Provider's terms and conditions of business and carriage shall be borne by the Customer.

- d) The Provider collects refunds from a Service Provider due to a cancellation or rebooking and offsets these against claims of the Provider from new bookings; the Provider pays any remaining amounts from refunds to the Customer.
 - e) Cancellation and rebooking requests must always be submitted via the Provider.
- (5) If the "Extended Service Hours (24/7)" module is booked, the Provider makes a support hotline available to the Customer 24 hours a day, seven days a week for urgent matters requiring immediate attention; § 5(3) applies accordingly to the "Extended Service Hours (24/7)" module. In all other cases, the Customer is required to contact the support hotline during Service Hours. Within the extended Service Hours (24/7), the Customer can request support in the following cases in particular:
- Very short-notice booking requests that can no longer be booked in the Software;
 - Problems with check-in and check-out at the hotel (e.g., hotel is closed, reception is no longer staffed, problems with costs and billing);
 - Short-term rebooking and cancellation requests (e.g. due to illness, appointment cancellation);
 - Missed connecting flight;
 - Missing travel documents (e.g., boarding pass not received, traveler is already on their way to the airport).

§ 6 Software Availability and Service Level

- (1) The Provider guarantees 99 percent availability of the Software on an annual average basis for each contract year, during the period from 8:00 a.m. to 8:00 p.m. on all working days of the respective contract year (hereinafter referred to as "Availability Period") at the Provider's company headquarters.
- (2) The Software is available within the meaning of this agreement as long as no Class 1 error exists and the unavailability is not due to maintenance work. The following error classes apply:
- Error class 1: Severe error
The Software is either completely unusable or so severely restricted that no trips can be booked.
 - Error class 2: Medium error
The Software is no longer usable with regard to one or more parts. However, trips can still be booked.
 - Error class 3: Minor error
All errors that cannot be assigned to another error class.
- (3) The Provider is entitled to perform maintenance work at any time outside the Availability Period. Within the Availability Period, the Provider is entitled to perform maintenance work for a maximum of 2 hours per contract month and only after prior notification by email at least 24 hours before the work is carried out.

§ 7 Remuneration, Invoicing and Due Date

- (1) The Customer must pay the agreed fees for using the Software.
- a) The Provider's entitlement to an agreed monthly remuneration (hereinafter referred to as "Monthly Service Fee") arises at the start of the contract term.

- b) The Provider's entitlement to a service fee (hereinafter referred to as "Transaction Fee") contractually agreed upon for each travel service per ticket or per booking arises upon booking of Travel Services. The Provider's entitlement to the Transaction Fee remains valid even if the booked travel service is cancelled.
- c) The Provider's entitlement to the Variable Fee arises upon booking of Travel Services. The Variable Fee is calculated based on the gross prices of the individual Travel Services (hereinafter referred to as "Booking Revenues"); § 7(1)b) Sentence 2 applies accordingly. The Variable Fee is at least EUR 3.90, unless otherwise agreed in writing.

The contractually agreed Monthly Service Fees, Transaction Fees and Variable Fees will each increase by five percent at the beginning of each new contract term, but not before the end of the first contract year.

- (2) The fee stipulated in this paragraph will not be charged for contracts concluded after March 16, 2025, as the described expenses are already included in the pricing structure applicable from that date: To cover costs in the case of pre-financing Travel Services, the Provider is entitled to charge an additional fee of 0.80% of the travel revenue for accommodation bookings, provided that the total Booking Revenue for all Travel Services in a quarter exceeds a threshold of EUR 100,000.00. Booking Revenue is determined in April, July, October, and January for the preceding quarter. If the Booking Revenue exceeds the respective threshold, the corresponding fee is calculated based on the accommodation Booking Revenue of the preceding quarter and charged monthly for the quarter in which the calculation takes place. If the Booking Revenue falls below the respective threshold, the corresponding fee is not charged for the quarter in which the calculation takes place.
- (3) The Provider bills the Monthly Service Fee, Transaction Fee, Variable Fee, and all other contractually agreed charges monthly. The Provider is entitled to bill the Monthly Service Fee in advance at the beginning of each calendar month and the Transaction Fee for each calendar week commencing within a month, including partial weeks, provided the Customer has been notified of this in writing at least two weeks in advance. The same applies to any subsequent switch back to monthly billing. The Provider will provide the Customer with invoices in written form (e.g., via email or as a download). Invoice amounts are due upon receipt of the invoice. The Customer must notify the Provider in writing of any objections regarding the accuracy or completeness of an invoice immediately upon receipt. If the Customer fails to raise objections to the invoice within two months of receipt, this will be deemed acceptance of the invoice. The Provider will specifically inform the Customer of this legal consequence when issuing the invoice.
- (4) Unless otherwise agreed between the Parties, the following agreements apply to the use of the SEPA direct debit mandate granted to the Provider by the Customer:
 - a) The Customer authorizes the Provider to collect Booking Revenues and due fees and charges (hereinafter referred to as "receivables") from the specified account. The Provider may, at its own discretion, determine the frequency of direct debit collections, taking into account the Customer's creditworthiness and booking volume.
 - b) The Customer authorizes the Provider to resubmit the direct debit for the outstanding amount in the event of a chargeback (hereinafter referred to as "chargeback"). The Customer is obligated to reimburse the Provider for any costs incurred as a result of the chargeback. The Provider reserves the right to assert any further claims arising from the chargeback.
 - c) The Provider is entitled to collect outstanding receivables from an Affiliate via the SEPA direct debit mandate issued by the Customer if a) a direct debit collection with the Affiliate has failed or is impossible for reasons beyond the Provider's control (e.g. in the case of revocation of the SEPA direct debit mandate or a chargeback) or b) the Affiliate is in default of payment.

- (5) In the event of a chargeback or payment default by the Customer, the Provider is entitled to restrict or prohibit Users from booking Travel Services until all claims have been settled.
- (6) If a Service Provider issues invoices for Travel Services, the Provider will make this invoice available to the Customer, or alternatively, a substitute invoice if a Service Provider fails to issue a proper invoice despite being requested to do so by the Provider.

§ 8 Optional Services

The following services, which are not contractually owed, can be commissioned from the Provider for a fee:

1. For booking and rebooking group trips, an additional fee of 5% of the Booking Revenue for group trips will be charged.
2. Cancellation of flight tickets for tax refund only: EUR 19.90 per flight ticket.
3. Setting up invoice profiles not contractually agreed upon, see § 2(4): EUR 49.00 per invoice profile.
4. Requests that need to be submitted to and processed by the Support Service outside of Service Hours (e.g., in the case of short-notice booking or rebooking requests), see § 5(2): EUR 29.00 per processed request.
5. Services requested via the Support Service that can also be carried out by the Customer via the Software (e.g. travel information, booking and rebooking of Travel Services and their cancellation, seat reservation, booking of additional baggage), cf. § 5(3): EUR 9.90 per requested service.

§ 9 Passenger Rights Service

- (1) The Customer can commission the Provider, for a fee, to assert claims for damages and compensation against transport operators for delays and other contractual disruptions for services booked via Lanes & Planes on the Customer's behalf (hereinafter referred to as the "Passenger Rights Service"). The Provider will arrange for the claimed compensation to be transferred to the Customer's bank account. The Provider will invoice the Customer for the agreed fee for successfully asserted compensation claims at the end of each calendar month for the previous month.
- (2) Should the Provider, in its reasonable judgment, attempt to resolve the matter out of court prove unsuccessful, and should legal proceedings for a payment order or lawsuit offer no prospect of success, the Provider will inform the Customer immediately. In this case, the Provider is not obligated to initiate legal proceedings for a payment order or lawsuit.
- (3) The Provider bears the costs of any legal dunning or legal proceedings initiated by him at his own discretion.
- (4) Both Parties may terminate the passenger rights service at any time with three months' notice to the end of the month. This does not affect the Parties' right to terminate the passenger rights service for cause. The passenger rights service ends automatically upon termination of the contract, without requiring any notice of termination.

§ 10 Warranty

- (1) The use of the Software is subject to legal regulations.

- (2) The Provider is only liable for defects in the Software that were already present at the time of the conclusion of the contract if they are attributable to the Provider. Warranty for minor reductions in the suitability of the Software is excluded.

§ 11 Liability

- (1) The Provider is liable without limitation in cases of intent, gross negligence, and culpable injury to life, body, or health. Notwithstanding the unlimited liability under sentence 1 of this paragraph, in cases of slight negligence, the Provider is liable only for breaches of essential contractual obligations, the fulfillment of which is essential for the proper performance of the contract or the breach of which jeopardizes the achievement of the contractual purpose and on the observance of which the Customer may regularly rely, but only to the extent of the foreseeable, typical contractual damages at the time of conclusion of the contract. § 11(1) also applies to the benefit of the Parties' employees, representatives, and officers.
- (2) The limitations of liability pursuant to § 11(1) do not apply to liability under the Product Liability Act or to warranties assumed in writing.

§ 12 Contract Duration and Termination

- (1) The contract has the term agreed upon by the Parties. The contract is automatically extended for the agreed term, but for at least 12 months, provided that
 - a) the contract is not terminated by either party with three months' notice prior to the end of the respective term or
 - b) the Customer has ordered a new service module from the Provider six months before the end of the respective term and the contract has not yet been terminated at the time of the order.
- (2) The Parties' right to extraordinary termination for good cause remains unaffected by the foregoing provisions of this § 12.
- (3) Any termination must be in writing to be effective.

§ 13 Data Protection and Confidentiality

- (1) The Parties will comply with applicable data protection law.
- (2) The Provider processes personal data of the Customer and Users on behalf of the Customer in accordance with the conditions for commissioned data processing pursuant to Art. 28 General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR") as set out in the Annex to these terms and conditions.
- (3) The Parties undertake to maintain strict confidentiality regarding all business and operational information they acquire in connection with this agreement and its performance, and not to disclose, pass on, or otherwise use such information to third Parties, with the exception of Affiliates, regardless of whether it has been communicated in written, electronic, tangible, or oral form. This confidentiality obligation does not apply to the extent that the Parties are legally obligated to disclose the confidential information by law or by a final and binding administrative or judicial decision.

§ 14 Changes to the GTC

- (1) The Provider is entitled to change the terms and conditions, provided that the changes are reasonable for the Customer, taking into account the interests of the Provider.

- (2) The Provider will notify the Customer of any changes to the GTC in writing and in a timely manner. The Customer's consent to the changes will be deemed given if the Customer does not object to them in writing within one month of receiving the notification (deemed consent). The Provider will specifically draw the Customer's attention to this deemed consent when notifying them of the changes.
- (3) If the Customer objects to changes to the GTC pursuant to § 14(1) that are based on amended terms and conditions of business or carriage of Service Providers, the Provider is entitled to refuse the Customer the booking of Travel Services affected by these changes. The Provider will inform the Customer of this when notifying them of the changes pursuant to § 14(2).

§ 15 Miscellaneous

- (1) The Customer grants the Provider the simple, royalty-free right to use the Customer's brand, name and company logo for reference purposes for the duration of the contract.
- (2) All prices quoted in the contract and in these terms and conditions are exclusive of applicable statutory value added tax.
- (3) To verify the Customer's identity and creditworthiness, the Provider is entitled to obtain information and, if necessary, credit reports from SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, the Association of Creditreform Clubs (Verband der Vereine Creditreform e.V.), Hammfelddamm 13, 41460 Neuss, or comparable Providers. In the event of a risk of payment default or insufficient creditworthiness, the Provider is entitled to request a change in payment terms from the Customer or to temporarily prohibit bookings via the Software. A risk of payment default exists in particular if the Provider is unable to verify the Customer's creditworthiness due to a lack of sufficient information.
- (4) The Provider is released from its obligations to the extent and for as long as a case of force majeure exists. Force majeure is an event external to the business, caused by elemental forces of nature or by the actions of third Parties, which is unforeseeable according to human understanding and experience, cannot be prevented or mitigated with economically reasonable means even with the utmost care that can reasonably be expected under the circumstances, and which is not acceptable due to its frequency. This includes wars, fire damage, floods, volcanic eruptions, strikes and lawful lockouts, unexpected pandemics or epidemics, operational disruptions not attributable to the Provider, and official orders. The Provider's claim to the contractually agreed, due fees and to reimbursement of the fees paid by the Customer to the Service Providers for Travel Services is not affected by the fact that Travel Services cannot be provided by the Service Providers due to force majeure.

§ 16 Final Provisions

- (1) The contract and the terms and conditions govern the agreements between the Parties conclusively and completely. The Customer's terms and conditions or other contractual terms do not apply.
- (2) Should any provision of this agreement be or become invalid, or should a material point remain unaddressed, the validity of the remaining provisions shall remain unaffected. The Parties undertake to replace the invalid provision with a provision that most closely approximates the intended result and that the Parties would have agreed upon had they known of the invalidity of the provision.
- (3) Amendments and additions to this contract by the Parties must be in writing. The requirements for amendments to the GTC pursuant to § 14 remain unaffected.

- (4) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance and jurisdiction for all disputes arising from this contract is the supplier's registered office.