



CUSTOMER TERMS OF SERVICE OF NEZASA AG

INDEX

0 Introduction	2
1 Terms for Support Services (Support SLA)	3
1.1 Support Services Description	3
1.2 Support Services Availability	4
2 Terms for the Platform Services	6
2.1 Platform Services Description	6
2.1.1 TripBuilder	6
2.2 Platform Services Availability (Platform SLA)	7
2.3 Acceptable Use Policy for the Platform	8
2.4 Terms for Utility Fee	10
2.4.2 Volume Blocks	11
3 Terms for System Setup	13
3.1 New System Setup	13
3.1.1 TripBuilder	13
3.2 Changes to Existing System Components	13
4 Terms for Premium Services	15
4.1 Premium Professional Services	15
4.2 Premium Platform Services	15
5. Terms for Third Party Services	18
5.1 General Terms for Third Party Services	18
5.2 Google Maps	18
5.3 GIATA	18
5.4 Nezasa App Ecosystem	18

0 Introduction

Our Customer Terms of Service are an agreement between Nezasa AG, with offices at Sihlstrasse 99, 8001 Zurich, Switzerland (“Nezasa”) and the Customer. The Customer and Nezasa form each a “Party” and together hereinafter referred to sometimes as the "Parties".

Capitalised terms used in these Customer Terms of Services shall have the meanings defined in Annex (Definitions) of the [Master Service Agreement](#) or contextually in these terms.

Nezasa’s Customer Terms of Service consists of the following terms:

1. Terms for Support Services (Support SLA)

Terms that apply to the Support Services included with our Subscription Services.

2. Terms for Platform (Platform SLA)

Terms that apply to the Customer’s use of our Platform, its services as well as third party services. This includes the Platform SLA.

3. Terms for System Setup

Terms that define the scope of the initial setup of the Platform Services and Support Services (together make the Subscription Services).

4. Terms for Premium Services

Terms that apply to the optional Premium Services in the form of Premium Platform Services and Premium Professional Services.

5. Terms for Third Party Services

Terms that apply to the use of Third Party Services that are used within the context of the Services provided.

1 Terms for Support Services (Support SLA)

The following terms relate to the Support Services included in Nezasa's Subscription Services and constitutes the Support SLA.

1.1 Support Services Description

The scope of the Support Services is defined as following:

Included (in scope):

- User support related to use and parameterisation of the Platform.
- Technical support of the Platform.
- Technical support related to the Nezasa APIs.
- Support on billing of Platform-related matters.
- Dispatching of issues related to third party services towards the respective party.
- Access to the Nezasa knowledge base including standardized onboarding, tutorials and training sessions.

Excluded (out-of-scope):

- End users (travellers) support regarding planning, booking and post booking issues.
- Parametrization of product inventory.
- Support on booking and post booking handling with custom suppliers.
- Support for any software that is not part of the platform which also includes issues resulting from use of the APIs that do not relate to the API itself.
- Support of interfaces of the Customer that are not part of the Platform.
- Support of any hardware or other associated equipment of the Customer which is necessary to use the Platform or which are connected therewith.
- Custom elements and modifications of the code, including any changes of code such as custom development service.
- Third party integrations not listed in-app as being supported by Nezasa.
- Support of issues related to custom supply and services provided by third parties.
- Individual customised training sessions.

Support requests (the "Requests") pertaining to matters not explicitly stated in the above shall per default be considered excluded (out-of scope). Such Requests would only be addressed as a Premium Professional Service and be governed by the respective terms.

1.2 Support Services Availability

Support Services Availability is dependent on the Support Plan agreed upon in the respective Service Order. The Support Plans are defined as follows:

Support Plan	Self-Service	Standard	Premium	Enterprise
Support Hours	Mon - Fri 09:00-17:00	Mon - Fri 09:00-17:00	Mon - Fri 09:00-20:00	Mon - Fri 09:00-20:00 Sat 08:00-16:00
Meaningful First Response Time (during support hours)	Best endeavours	8 hrs High Priority: 4 hrs	4 hours High Priority: 2 hrs	4 hours High Priority: 1 hr
Support Languages	EN	EN	EN	EN
Support via Support Hub	Yes	Yes	Yes	Yes
Support via Email	No	Yes	Yes	Yes
In-App Support	No	No	Yes	Yes
Emergency Telephone Contact Number	No	No	Yes	Yes
Emergency Telephone Support Hours	No	No	7x24h	7x24h
Emergency Telephone Response Time	No	No	60 min	60 min

Support Hours: The days and times during which the Nezasa customer service is accessible. For the service hours indicated, Zurich (Switzerland) timezone (CET) and business days are applicable.

Meaningful First Response Time: The time period within which Nezasa shall deliver a response to a Customer confirming that Nezasa received a Request and has commenced working on the issue. Nezasa attempts to respond according to the Support Plan’s specific response time. Outside of business days and hours, the response time is suspended except for emergency requests as described below. To better understand what Nezasa classifies as a High Priority Request read:

<https://support.nezasa.com/hc/en-gb/articles/13831583264145-Support-Tickets-Assessment>

Emergency Request: A Request that is solely reserved for critical issues which have a major impact on the Customer’s business. Such cases must be severe in nature, meaning that a large number of users or

critical functions are affected and business processes are not possible or substantially impeded. To better understand what Nezasa classifies as a Emergency Request read:

<https://support.nezasa.com/hc/en-gb/articles/13831583264145-Support-Tickets-Assessment>

Emergency Contact: A Nezasa employee that is designated to answer Emergency Requests. Customers with a contractually agreed Support Plan containing an emergency contact receive an emergency email address and phone number. This contact information must be kept confidential and only be used in case of an emergency request. Improper use of the service may result in additional charges or a temporary suspension of the available service.

Emergency Telephone Support Hours: The days and times during which the emergency contact is accessible for emergency requests.

Emergency Telephone Response Time: The time period within which the emergency contact shall deliver a response to a Customer confirming that Nezasa received the emergency request and has commenced working on the issue. Nezasa attempts to respond according to the Support Plan specific response time.

Support Language: The languages in which Nezasa is able to provide customer support when answering to Requests. To avoid misunderstandings and delays in responding to Requests, Customers need to use one of the contractually agreed support languages. Deviations will likely result in delays which are not considered an infringement of the Support SLA provided.

Support via Email: Customer support provided through email. In order to contact Nezasa, Customers are asked to write an email to support@nezasa.com. Deviations will likely result in delays which are not considered an infringement of the Support SLA provided.

Support via Phone: Customer support provided by phone. Customers with a contractually agreed Support Plan that covers phone assistance in addition to email and in-app support can contact the provided phone number.

In-App Support: Nezasa offers in-app support on its Platform in the form of direct access to relevant knowledge base articles. New services such as live chat based on business hours may be introduced.

Support via Support Hub: Customer support provided via Nezasa's Support Hub through the "Submit a request" support form. Nezasa offers around the clock access to its self-service Support Hub on <https://support.nezasa.com> providing how-to articles, tutorials, video training as well as developer documentation. Failure to use the Support Hub will likely result in delays which are not considered an infringement of the Support SLA provided.

Denial of Service: We may limit or deny your access to Support Services if we determine, providing objective proof thereof and after putting you on notice in this respect, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of Nezasa representatives and/or Services.

2 Terms for the Platform Services

The following terms relate to the Platform and its services. They can be changed or updated by Nezasa on its sole discretion at any time, to ensure that the ever-evolving nature of the Platform is reflected appropriately.

2.1 Platform Services Description

The Nezasa Platform currently contains the following Products:

- TripBuilder

Each Product consists of various platform elements (the “Elements”). Which Elements are included in the Customer’s subscription must be defined in a Service Order. Elements that are not yet covered in a Service Order may be requested by the Customer at an additional cost.

2.1.1 TripBuilder

Each element of TripBuilder has a standard functionality described under the following link that is always available if the corresponding element has been subscribed to by the Customer plus potential Add-Ons that may be subject to additional fees:

<https://support.nezasa.com/hc/articles/4402965103889-What-is-TripBuilder->

The following Elements are available:

Application Modules:

- Cockpit - Customer Care
- Cockpit - Template Management
- Cockpit - Product Management
- Cockpit - Settings
- Discovery
- Planner
- Checkout
- Travel Documentation Generator

Connectors

- Supply Connectors
- Payment Connectors
- CRS Connectors
- Mid- and Back Office Connectors

For full list of adapters see:

<https://support.nezasa.com/hc/articles/4402965103889-What-is-TripBuilder->

Platform APIs:

- Discovery API
- Itinerary API
- Planner API
- Booking API
- Location API
- Booking API Webhooks
- Inventory API
- Connect APIs

Writing applications that use the Nezasa APIs is subject to adherence to the [Nezasa Developer Terms](#).

Deployment Options:

- Distribution Channels

2.2 Platform Services Availability (Platform SLA)

Nezasa uses a high availability infrastructure setup and ensures that the Platform will be available by at least one of different access means to the Customer 24 hours per day, 7 days a week. We target the following monthly availability percentage:

Product Plan	Optimize	Monetize	Maximize	Enterprise
Availability Percentage	98.5%	99.0%	99.2%	99.5%

Monthly Availability: The total number of minutes in a calendar month minus the number of minutes of unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month.

Monthly Unavailability: The time in which the Platform is not available as monitored out of an American and/or European region of a major cloud provider, excluding the time for scheduled and emergency maintenance.

Example: An Platform SLA of 99.5% means that the unavailability in a specific calendar month should not exceed cumulative time of 3 hours and 40 minutes.

Scheduled Maintenance: The scheduled downtime of the Platform required for maintenance purposes. Scheduled maintenance is excluded from the monthly downtime calculation up to a maximum of 144 hours per calendar year. Nezasa shall communicate scheduled maintenance to the Customer in writing at least 5 business days ahead of time.

Emergency Maintenance: The Platform maintenance that is not scheduled. For reasons beyond its reasonable control, Nezasa reserves the right to process emergency maintenance for which the normal notification time frame does not apply.

Third Party Services Availability: Third party product suppliers and other third party services which are connected to the Platform are excluded from the monthly downtime calculation. Nezasa is neither responsible nor liable for the availability of third party product suppliers and other third party services. Additional details of the third party services that can be used with TripBuilder and their commercial implications can be found on

<https://support.nezasa.com/hc/en-gb/articles/4402965074705-Third-Party-Services-Supplier-Products->

2.3 Acceptable Use Policy for the Platform

2.3.1 Abusive Behaviour

Nezasa reserves the right to limit, suspend, or stop providing parts or all of its Services if Customers use the Services in a way that causes legal liability to Nezasa or disrupts others' use of the Services or if the Customer's use of the Services is contrary to Nezasa's Acceptable Use Policy as outlined in these terms. Any such violation may result in the loss of the Customer's rights to claim compensation under the Platform SLA or any other means stipulated in the Master Service Agreement.

The Acceptable Use Policy determines behaviour that Nezasa considers abusive that will lead to the suspension of Services:

Disruption:

- Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our Services. This prohibition does not apply to security assessments expressly permitted by Nezasa.
- Tampering with, reverse-engineering, or hacking our Services, circumventing any security or authentication measures, or attempting to gain unauthorised access to the Services, related systems, networks, or data.
- Modifying, disabling, or compromising the integrity or performance of the Services or related systems, network or data.
- Deciphering any transmissions to or from the servers running the Services.
- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
 - Using "robots," "spiders," "offline readers," or other automated systems to send more Requests to our servers than a human could reasonably send in the same period of time by using a normal browser.
 - Going far beyond the use parameters for any given Service as described in its corresponding documentation.
 - Performing actions that are inconsistent with and unrelated to the purposes for which the Services were designed.

Wrongful activities:

- Misrepresentation of yourself, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Nezasa or any third party).
- Using the Services to violate the privacy of others, including publishing or posting other people's private and confidential information without legal basis, or collecting or gathering other people's personal information (including account names or information) from our Services.
- Using our Services to stalk, harass, or post direct, specific threats of violence against others.
- Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws).
- Accessing or searching any part of the Services by any means other than our publicly supported interfaces (for example, “scraping”).
- Using meta tags or any other “hidden text”, including Nezasa's or our suppliers' product names or trademarks.
- Using the Services for the purpose of providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency response.

Inappropriate communications:

- Using the Services to generate or send unsolicited communications, advertising, chain letters, or spam.
- Soliciting our users by using the services for commercial purposes, unless expressly permitted by Nezasa.
- Disparaging Nezasa or our partners, vendors, or affiliates.
- Promoting or advertising products or Services other than your own via the services without appropriate authorization.

Inappropriate content:

Posting, uploading, sharing, submitting, or otherwise providing content that:

- Infringes Nezasa's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right.
- You don't have the right to submit.
- Is deceptive, fraudulent, illegal, obscene, defamatory, libellous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful.
- Encourages illegal or tortious conduct that is otherwise inappropriate.
- Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition.
- Contains viruses, bots, worms, scripting exploits, or other similar materials.

- Is intended to be inflammatory.
- Could otherwise cause damage to Nezasa or any third party.

In this Acceptable Use Policy, the term “content” means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the Services and (2) any other materials, content, or data you provide to Nezasa or use with the Services.

2.3.2 Circumvention of the Pricing Model

The following usage patterns are not covered by Nezasa’s pricing model. In case of any of those behaviors, Nezasa is entitled to stipulate additional charges with immediate effect to cover for those usage patterns.

- Using the Platform for planning itineraries and booking these itineraries outside of the platform without marking them as booked in the Platform as well, thereby deliberately circumventing the Utility Fees of the Nezasa Platform.

2.4 Terms for Utility Fee

2.4.1 Introduction

The Utility Fee is a fee based on the volume that a customer transacts with the help of the Nezasa Platform. More specifically, the Utility fee is based on **Applicable Booking Volume (ABV)**, which is defined as follows.

For booking volume generated through all sales channels, except supplying product via Nezasa’s P2P (Peer to Peer) functionality to another TripBuilder user:

- The sum of all sales prices of all non-flight travel products (including, but not limited to, accommodation, ground transportation, single-day and multi-day excursions, upsell products etc.) booked with the help of TripBuilder during a given time period, independent of the source of supply; plus
- A percentage of the sum of all sales prices of all flight products booked with the help of TripBuilder during the same time period. This percentage is defined in the current Price List.

For booking volume generated by selling product to other Nezasa customers via Nezasa’s P2P (Peer to Peer) functionality:

- A percentage of the total sales price of all products booked during a given time period, independent of the source of supply.

Notes:

- A product counts as booked with respect to the ABV when it was involved in a successful booking transaction, independent of whether it was cancelled again at a later point in time

- In all Service Orders signed before January 31, 2024, the corresponding metric was called GBV (instead of ABV). For those Service Orders, all mentions of “ABV” in this Section 2.4 below shall be replaced by “GBV”.

The Utility Fee is either invoiced on a pay-as-you-process basis or as a fixed subscription.

- The flexible pay-as-you-process option is based on a fixed rate of the ABV as defined in the current Price List. The fee is charged monthly in arrears.
- The fixed subscription, called Volume Blocks, allows the Customer to consume a preselected amount of ABV throughout a particular time period at a discounted rate. Volume Blocks will be invoiced as an Add-On.

2.4.2 Volume Blocks

Nezasa offers customers the possibility to save on their Utility Fees through the purchase of Volume Blocks. The following rules for purchasing Volume Blocks apply.

General Rules for Volume Blocks

- Volume Blocks can be bought in increments of EUR/CHF/USD/GBP 500'000 ABV, according to the prices defined in the Price List.
- Each Volume Block is valid until the end of the current contract term. All remaining ABV will expire at the end of the contract term.
- Within an annual period, you can buy a maximum of three Volume Blocks.
- Each Volume Block will be invoiced in equal increments over the length of the remainder of the contract term.

Early Consumption

In the event that all ABV of a Volume Block is consumed prior to its expiration date, then this Volume Block will continue to be invoiced as previously and any overage during the month when the Volume Block is fully consumed will be charged at the existing Volume Block Rate/Price.

The Customer can then choose from the following three options:

Option 1:

- The Customer chooses to purchase an additional Volume Block during the month when the existing Volume Block is fully consumed. This Volume Block is valid for the remainder of the current contract term.
- The new Volume Block will be added as an extra Add-On starting the following month

Option 2:

- The Customer decides on an early renewal of their contract, in which case any Volume Block purchased will be valid until the end of your next contract term.

- In this event, the Customer is bound to a New Contract Term, which is the length of the remainder of your current term in addition to the Renewal Term.

Option 3:

- If the Customer decides not to buy another Volume Block, any overage in the following months will be charged at the Fixed Rate/Price.

3 Terms for System Setup

3.1 New System Setup

3.1.1 TripBuilder

Unless agreed differently in a Service Order, the following terms relate to the setup of Nezasa's TripBuilder for new Customers. They can be changed or updated by Nezasa at its sole discretion at any time.

Included:

- SaaS setup of a customer-specific TripBuilder based on the latest product version.
- Initial configuration of the instance as well as one distribution channel.
- Initial configuration of product supply with marketplace credentials.
- Initial configuration of languages, currencies and FX rates.
- White-Labeling: Brand Name, Logo & Basic Theming according to customer's corporate identity/design definition.
- Destination content from Nezasa covering major destinations.
- Initial configuration of admin users.
- Initial configuration of product supply with custom credentials, for applicable Product Plans only. Note that the Customer is fully responsible for providing fully and correctly working credentials to Nezasa. In case of a problem with these credentials, Nezasa is not responsible in any form for the resulting delays or other damages caused.
- Up to 8 hours of training / live onboarding support. Additional live training / onboarding support can be purchased according to the current Price List.

Excluded (out of scope):

- Any custom development.
- Parametrization of product inventory.
- Direct cost of third party services (e.g. for setup, operations, activation, certification, etc.).
- Necessary contracts of Customers with consolidators, travel product suppliers, mid/back-office suppliers and/or payment service providers.
- Necessary contracts with providers of descriptive content such as hotel descriptions, ratings, heatmaps etc., unless specified otherwise in the corresponding Service Order.
- Advanced theming exceeds via UI configurable elements.
- Custom labels and messages.
- Custom import jobs.
- Travel expenses for in-person meetings during the onboarding process. Nezasa may charge such expenses to the Customer separately, which have to be reasonable and properly documented by Nezasa.

3.2 Changes to Existing System Components

TripBuilder

Cases of upgrades or downgrades, which implicate changes to an existing TripBuilder setup are not covered by the terms for setups. Changes to the setup of an existing system follow the delivery principles below:

Included:

- Initial configuration of the specified add-on.
- Necessary adjustments of Platform configuration in case of upgrade or downgrades.
- Necessary adjustments of the product supply configuration. Note that the Customer is fully responsible for providing fully and correctly working credentials to Nezasa. In case of a problem with these credentials, Nezasa is not responsible in any form for the resulting delays or other damages caused.
- Basic theming (set logo, font, colours) according to Customer's corporate identity/design definition.

Excluded (out-of-scope):

- Any custom development service.
- Parametrization which the Customer can do via back office admin interface.
- Direct cost of third party services.
- Advanced theming exceeds via UI configurable elements.
- Custom labels and messages.
- Custom import jobs.

4 Terms for Premium Services

Premium Services refers to those additional services in Nezasa's portfolio that are not covered by the agreed service scope and Fees of the Subscription Services. Premium Services consist of two distinct offerings, Premium Professional Services and Premium Platform Services. Nezasa offers Premium Services on a discretionary basis to accommodate the needs of its Maximize and Enterprise Customers who may require such services to realize the full potential of their solution.

Premium Professional Services: One-off knowledge-based services such as advisory, project management, and user training.

Premium Platform Services: An offering related to elements that directly impact the overall software driven capabilities of our Platform Services. These Premium Platform Services are a combination of one-time efforts and ongoing operations and maintenance work.

All Premium Services are dynamic in nature and Nezasa reserves the right to change their scope on an ongoing basis. All Premium Services are subject to a Service Order agreed between both parties.

4.1 Premium Professional Services

The following type of services are available as Professional Services:

- **Advisory:** Nezasa provides, upon the request of a Customer, advice, an opinion or a plan in accordance with the Customer's request.
- **Project Management:** Includes services such as the development of project plans and schedules, coordination and scheduling of project activities across stakeholders, facilitating project status meetings and reporting, managing project scope and deliverable requirements. If project management has been agreed between the parties, it shall be authorised to act on behalf of the respective employees concerning all matters relating to the Premium Professional Services agreed.
- **User Training:** Services related to the development of training material and courses for users of the Platform Services. Such user training may consist of remote and on-site courses, webinars, self-study material or other forms of written documentation.
- **Delivery Mechanism & Timeline:** An Agreed Start Date is jointly established by both parties and captured in the relevant Service Order.
- **Services Fee:** The fee to research, prepare and deliver a Premium Professional Service.

4.2 Premium Platform Services

4.2.1 Custom Platform Services (CPS)

- **Custom Platform Services:** A combination of services including customer-specific software development delivered by Nezasa to address a particular business need and the ongoing support, operations and maintenance of this software service. This software capability is deemed by Nezasa to have no wider business relevance and is hence developed and operated for a particular Customer.
- **Scoping:** The scope of a particular CPS is jointly agreed by both parties and captured in the relevant Service Order.
- **Delivery Mechanism & Timeline:** Any CPS project will feature as part of Nezasa's regular software development and delivery processes. These processes will govern the initial inception and delivery.
- Due to Nezasa's approach to developing and delivering new Platform capabilities and the varying scope and nature of a project any timelines are best-efforts only.
- **Software Development:** Constitutes a combination of designing, creating, and deploying a software artefact. This piece of software is deployed within the Platform setup of the particular Customer and will henceforth be part of the Platform Service consumed by the Customer.
- **Ongoing Support, Operations & Maintenance:** Nezasa will be responsible for operating the customer-specific software services including patching, bug fixing and upgrades caused by Nezasa internal technical changes.
- **Service Level Agreement:** The newly developed capability will feature as part of the Platform once business acceptance has taken place and will be governed and served under PlatformSLA and Support SLA.
- **Further Development:** Shall Customers wish to make enhancements to the delivered Custom Platform Service at some point in the future, then the enhancement shall be subject to the same terms and conditions as a new Custom Platform Service.
- **Delivery & Business Acceptance:** Nezasa will inform the Customer once a Custom Platform Service has been delivered to the production environment. Upon notification, the Customer has 15 business days to submit a notification of defect in case the delivery is not as defined per Service Order. After this period, the delivery is considered as accepted.
- **Development Fee:** The fee to design, create, and deploy a particular Customer Platform Service, which may include various Premium Platform Services.
- **Operations Fee:** The fee to cover the ongoing support, operations and maintenance of the CPS. The fee shall amount to a monthly percentage, as stated in the Master Service Agreement or otherwise determined in the Service Order, of the total development cost of the Premium Professional Service.

4.2.2. Accelerated Platform Service (APS)

- **Accelerated Platform Service:** This Premium Platform Service is about accelerating the delivery of a particular software driven capability. This can be through the introduction of an entirely new capability or the enhancement of an existing capability. The software capability in question is one that Nezasa intends to undertake at some point in the future and there will become a regular element of the Platform Service. The nature of these capabilities is that they serve a broader use case, something Nezasa wishes to make available to a broader range of Customers subject to its own discretionary commercial terms and conditions.
- **Scoping:** The scope of a particular APS is jointly agreed by both parties and captured in the relevant Service Order. Given the joint interest of both parties, the scope shall define which share of the development efforts shall be the responsibility of the requesting party and which shall relate to Nezasa.
- **Delivery Mechanism & Timeline:** Any APS project will feature as part of Nezasa's regular software development and delivery processes. Nezasa's current and binding processes will govern the initial inception and delivery which can be found under <https://support.nezasa.com/hc/articles/4402964863889-Delivery-Mechanism-Timeline>
- Due to Nezasa's approach to developing and delivering new Platform capabilities and the varying scope and nature of a project any timelines are best-guess and best-efforts only.
- **Software Development:** Constitutes a combination of designing, creating, and deploying a software-artefact. This piece of software is deployed within the Platform setup and will henceforth be part of the Platform Service consumed by the Customer.
- **Ongoing Support, Operations & Maintenance:** Nezasa will be responsible for operating the customer-specific software services including patching, bug fixing, and upgrades caused by Nezasa internal technical changes.
- **Service Level Agreement:** The newly developed capability will feature as part of the Platform once business acceptance has taken place and will be governed and served under Platform SLA and Support SLA.
- **Further Development:** Shall Customers wish to make enhancements to the delivered Accelerated Platform Service at some point in the future, ahead of Nezasa's plans, so shall the enhancement be subject to the same terms and conditions as outlined under 4.2.2.
- **Delivery & Business Acceptance:** Nezasa will inform the Customer once an Accelerated Platform Service has been delivered to the production environment. Upon notification, the Customer has 15 business days to submit a notification of defect in case the delivery is not as defined per Service Order. After this period, the delivery is considered accepted.
- **Development Fee:** The fee to cover the management, design, creation, deployment, and correction of a particular Accelerated Platform Service project until acceptance by the customer.

5. Terms for Third Party Services

5.1 General Terms for Third Party Services

Nezasa offers connectivity to third party services such as payment services, insurances and mid/back-office systems as well as non-bookable content that can be used with your Platform and may be applicable to your solution based on your configuration.

If Customer uses third party services available on the Platform, third party supplier terms apply. Nezasa is neither responsible nor liable for the terms and conditions of third party suppliers, and the Customer must abide by the terms and conditions set forth by the third party suppliers. The third party terms include but are not limited to the following terms below. Nezasa explicitly does not claim responsibility and the Customer acknowledges that they have read and agree with the following:

5.2 Google Maps

- The Platform needs the Google Maps API in order to work properly
- Unless stated otherwise in your Service Order, you will have to supply your own Google Maps credentials in order to use the platform
- Usage of data supplied by the Google Maps API is subject to all of the following terms:
 - Terms of Use Maps: <https://cloud.google.com/maps-platform/terms>
 - Google's Terms of Service: <https://policies.google.com/terms>
 - Privacy: <https://policies.google.com/privacy>
 - Especially for data provided through our APIs, e.g. Nezasa Location API the following additional Google Maps Platform Service Specific Terms apply, which can found here: <https://cloud.google.com/maps-platform/terms/maps-service-terms>

5.3 GIATA

- In case hotel information is shown in a customer-specific UI or in case the Customer intends to use Expedia supply with its own Expedia contract, then the Customer needs its own GIATA MHG and Multi-Codes credentials, even if the corresponding Service Order mentions those services as included by Nezasa.

5.4 Nezasa App Ecosystem

- Via the Nezasa App Ecosystem, it is possible to purchase value-added applications ("Ecosystem Apps") from other providers ("App Ecosystem Providers").
- The App Ecosystem Provider will be clearly mentioned in the corresponding Service Order.
- When purchasing the subscription of an Ecosystem App, the Customer enters a direct contractual relationship with the corresponding App Ecosystem Provider.
- The App Ecosystem Provider is responsible for providing the service in connection with an Ecosystem App.

- The Ecosystem App may have a different SLA than the Support SLA and Platform SLA of your product plan.
- The App Ecosystem Provider may stipulate additional terms for using the Ecosystem App.

Previous Versions

Below are listed the previous versions of our Customer Terms of Service with the dates that they were published.

If your Product Plan or Support Plan are not applicable to the parameters stipulated above, please refer to the most recent version of this contract where parameters for your agreed Product Plan or Support Plan are outlined.

Version Oct 31st 2022: <https://nezasa.com/customer-terms-of-service-october-2022/>

Version March 23rd 2023: <https://nezasa.com/customer-terms-of-service-march-2023/>

Version Nov 20th 2023: <https://nezasa.com/customer-terms-of-service-november-2023/>

Version March 1st 2024: <https://nezasa.com/customer-terms-of-service-march-2024/>