Order Form

The Licensee (hereinafter referred to as "Licensee") is the legal entity whose details (company name, address, contact person, and banking information) have been submitted via the registration form linked to this Agreement. These details are deemed an integral part of this Agreement and are binding upon the Licensee.

Customer Information (Licensee):

Company Name	Address	City	Zip Code	State, Country
As submitted via the registration form	As submitted via the registration form	As submitted via the registration form	As submitted via the registration form	As submitted via the registration form

Contact Person	Role	Email	Phone
As submitted via the registration form	As submitted via the registration form	As submitted via the registration form	As submitted via the registration form

Software Subscription Details:

Package Type: Miles & More Partnership Package

Latest Subscription Package Start Date:

Services included in Package:

Services
1. Become a partner of Miles & More: - Miles & More Partner status (use partner logo, etc.) **2. Earn/spend miles on your website/reception:** - Earn: Pay per mile rewarded, Price per mile for hotels signing via Historic Hotels of Europe = €0.04 (excl. VAT). - Spend: Guest's Redemption rate: 400 Miles = 1 Euro

> **3. Standard integration:**
> - Admin dashboard & analytics
> - Reward w. QR code, redemption w. vouchers

Payment:

Payment Method: Bank Transfer

Payment time: before the Subscription start date

Agreed Terms:

By accepting, the Licensee agrees to the terms and conditions outlined in the Software Licensing Agreement and the [Miles & More Guidelines](#).

Billing Information (if different from above):

Billing Contact & Email	Billing Address	City	Zip Code	State, Country
Same as above	Same as above	Same as above	Same as above	Same as above

Additional Notes or Comments:

- Prepayment. The Licensee shall pay a prepayment of min. 80 Euro. The cost of the rewarded Miles will be deducted from the prepayment. Once the cost of new Miles can no longer be covered, the Licensee can no longer send out Miles. The prepayment can be refilled by the Licensee upon request.
- Miles payment. Funds for redeemed miles will be reimbursed at a rate of 400 miles = €1. The balance will be transferred to the Licensee's bank account monthly.
- Prepayment Requirement. The prepayment may be adjusted based on usage patterns. If the prepayment is exhausted, Miles cannot be rewarded until the prepayment is refilled. Cancellation of the partnership will occur only if the prepayment remains unfilled for 10 business days after notification.

- The Licensee acknowledges that they must be approved by Miles & More before they can become Partners in the Miles & More program. Until approval is granted, the Licensee may not use Miles & More's trademark rights or announce a partnership with Miles & More. The approval procedure will be coordinated between the Licensee and Licensor after the contract has been concluded.
- The Licensee will enable Members to collect Miles. Members can collect, for example, one Mile for every EUR spent on the Licensee Products & Services, or alternatively Members can, for example, collect 500 Miles for purchasing a Product / Service of the Licensee. Promotions can be arranged by mutual agreement between the Parties and must be documented in text form.
- Under no circumstances are qiibee or the Licensee permitted to award the Miles to unspecified third parties, Members of qiibee and the Licensees team and/or members of their families unless they have purchased the Partners Products. Additionally, the Licensee is strictly prohibited from selling Miles for money or purchasing Miles with money. All earned or awarded Miles must be tied exclusively to eligible transactions with the Partner's Products or Services as per the agreed terms.

Upon receipt of the signed Order Form and payment, your subscription will be activated in accordance with the agreed terms.

For any questions or concerns, please contact accounting@qiibee.com.

Software Licensing Agreement

This Software Licensing Agreement ("Agreement") is entered as of the date of the Licensee's authorized signature on the order form (the "Effective Date"), by and between:

qiibee ltd, a company registered under the laws of Switzerland, with its principal office located at Alpenstrasse 7, 6300 Zug (hereinafter referred to as the "Licensor"),

and

The entity that has executed the Order Form (referred to herein as the 'Licensee') is a legal entity registered under the applicable laws of its jurisdiction, with its principal place of business as provided in the executed Order Form.

1. Definitions

1.1 "Software" refers to the software application and related services provided by the Licensor under the Order Form.

1.2 "Subscription Period" refers to the period for which the Licensee has subscribed to use the Software, as specified in the Order Form.

1.3 "Order Form" refers to the document or online form that sets out the details of the Licensee's subscription, including subscription type, pricing, and duration.

2. License Grant

2.1 License Grant. Subject to the terms and conditions of this Agreement, the Licensor hereby grants the Licensee and any of its customers or members a non-exclusive, non-transferable, non-sublicensable license to access and use the Software during the Subscription Period, solely for the Licensee's business purposes. This Agreement does not entitle the Licensee to any support, upgrades, patches, enhancements, or fixes for the Software, unless otherwise defined in the Order Form.

2.2 Software: Only to facilitate the Licensor's ability to provide the Software, the Licensee hereby grants the Licensor a license to create, program, hold, access, maintain and use the data created through the Software for the sole purpose of providing the related services.

2.3 Restrictions. The Licensee represents, warrants, and covenants that it shall not: (a) modify, adapt, translate, reverse engineer, decompile, or disassemble the Software; (b) use the Software for any unlawful purpose; (c) sublicense, lease, or otherwise distribute the Software to any third party; or (d) remove or alter any copyright or proprietary notices on the Software.

3. Payment

3.1 Payment. The Licensee shall pay the prepayment as specified in the Order Form. Prepayments are non-refundable once paid.

3.2 Late Payment. In the event of late payment, the Licensor reserves the right to suspend or terminate the Licensee's access to the Software.

4. Intellectual Property

4.1 Ownership. The Licensor retains all rights, title, and interest in and to the Software, including all intellectual property rights as well as any future modifications and derivatives thereof in any form or medium, now existing or hereafter devised, are and shall remain the sole and exclusive property of the Licensor, and the Licensee is not by reason of this Agreement acquiring any rights therein, other than the limited use rights expressly provided in this Agreement.

4.2 Feedback. The Licensee may provide feedback to the Licensor regarding the Software. The Licensee hereby grants the Licensor a worldwide, royalty-free, irrevocable license to use and incorporate the feedback into the Software.

4.3 Use of content: The Licensee shall be solely responsible for all content, data or information that it uses in connection with the Software. The Licensee acknowledges and agrees that the use of all content, data or information with the Software is at its own

risk and will be solely responsible for any consequences of such use including any damage to any party resulting therefrom.

5. Communications and Branding

5.1 The Licensee is obligated to include the opportunity to collect Miles by purchasing the Licensees' Products and services and will be included and communicated in the Licensees' advertising media; particularly by way of the integration of a specified Miles & More partner logo in accordance with the style guidelines.

5.2 The Licensee is entitled to use the Miles & More word and design marks contained in the style guidelines. Their specific use is subject to the prior written approval of qiibee.

5.3 qiibee, Miles & More and Lufthansa are entitled to use the name, lettering, logo or other protected or unprotected brand names and identifying features of the Licensee.

5.4 When using the name, lettering, logo or other protected or unprotected brand names and identifying features in the protected form, the Parties are required to comply with the advertising guidelines and comparable guidelines of the holder of the rights concerned. Both Parties warrant that they are entitled to grant the other Party the right to use their respective brand names and that of the Partners. The Parties will provide their own advertising guidelines and style guidelines to the other Party upon request.

5.5 The Parties agree as a matter of principle on the following rules regarding use of the brand names:

5.5.1 The Parties will only use the name, lettering, logo or other protected or unprotected brand names and identifying features in the protected form as described in the advertising guidelines and comparable guidelines of the holder of the rights concerned.

5.5.2 The name, lettering, logo or other protected or unprotected brand names and identifying features may only be used in such a way that the reputation of the other Party is not impaired.

5.5.3 The right to use the name, lettering, logo or other protected or unprotected brand names and identifying features of the other Party may not be assigned to third parties or transferred in any other form.

5.5.4 Rights of use lapse, without requiring an explicit declaration, on expiry of the present Agreement or within five (5) business days of receiving a declaration by the other Party that the right of use has been revoked or otherwise canceled.

5.6 Unless explicitly specified otherwise, this agreement does not serve the transfer or acquisition of ownership, entitlements or other rights to names, lettering, logos or other protected or unprotected brand names and identifying features.

6. Confidentiality

6.1 Confidential Information. Both parties agree to keep confidential information received from the other party during the term of this Agreement confidential and not disclose it to any third party. Confidential Information means any information that is non-public, confidential, or proprietary in nature, whether in oral, written, demonstrative, graphic, electronic, machine readable, or in other tangible or intangible form obtained by the Licensee that relates to past, present or future products, services, marketing, research, development or business activities of the Licensor, its affiliates or their respective employees, customers, suppliers or contractors.

6.2 Data Protection. Licensor will use reasonable efforts to protect the Licensee's data from unauthorized access, use, or disclosure. The Licensee is responsible for maintaining the confidentiality of its own passwords and other access credentials.

7. Termination

7.1 Termination without Cause: Either party may terminate this Agreement at the end of each year, with a notice period of termination of 30 days, unless otherwise defined in the Order Form.

7.2 Termination for Cause. Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure the breach within a reasonable period after receiving written notice.

7.3 Effect of Termination. Upon termination, the Licensee's access to the Software will be terminated, and the Licensee shall promptly cease using the Software and destroy all confidential information provided by the Licensor.

7.4 This contract is only valid once the partnership is accepted by Miles & More. If Miles & More decides to terminate the partnership within 12 months, the remaining amount of the already paid prepayment will be refunded.

8. Limitation of Liability

8.1 Disclaimer. The Licensee understands and agrees that the Licensor makes no representations or warranties regarding use of the software and the Licensee shall have sole responsibility for adequate protection and backup of the Licensee's data used in connection with the Software and the Licensee shall have no claims against the Licensor for lost data, re-run time, inaccurate input, work delays or lost profits resulting from the use of the Software. The Software is provided "as is" without any warranties. The Licensor shall not be liable for any indirect, incidental, consequential, or punitive damages.

8.2 Assumption of Risk: The Licensee is aware of and accepts the risks of operational challenges relating to the Software and Services, which may include the following (which does not constitute and exhaustive list): The software and the related technologies, made available by the Licensee, may experience cyber-attacks, unexpected surges in activity, or other operational or technical difficulties, which may hinder the use of the software or affect or even cause faults or failures using the software. The Licensee agrees not to hold the Licensor accountable for any related losses.

9. Governing Law

9.1 Governing Law. The Licensee agrees and confirms that all matters relating to the validity, interpretation, implementation and enforcement of this Agreement, and the rights, duties and obligations thereof pursuant hereto, shall be governed solely by the laws of Switzerland. Exclusive jurisdiction with respect to any matter arising from or

related to this Agreement shall rest with the competent courts in the Canton of Zug, Switzerland only.

10. Entire Agreement

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, representations, and warranties.

11. Survival

10.1 Sections 4, 5, 6, 7, 8, 9, 10, and Section 11 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Software Licensing Agreement as of the date of the Licensee's authorized signature on the Order Form (the "Effective Date").