

GIATA HOTEL GUIDE
Licence for stationary usage (HTML extranet version)

Client	represented by
Street	Postcode / City
Telephone	Legal form
Fax	VAT number
URL	Email

and

**GIATA GmbH, as represented by the company director Andreas Posmeck,
Schlesische Str. 26, 10997 Berlin**

enter into the following

Licence Agreement

1. Subject of the licence

1.1 The subject of this licence is the extranet version of the GIATA HOTEL GUIDE database. This concerns a travel agent application for up to five work stations on site at a travel agency. The GIATA HOTEL GUIDE database contains a collection of hotel offer descriptions, as well as descriptions of further tourist service offers (e.g. cruises, tours), which are offered by various tour operators. GIATA processes these offer descriptions for the usage of the database, supplies them in a uniform standard and ensures unique identification and comparability of the offer descriptions through the allocation of GIATA codes. Information in the GIATA HOTEL GUIDE database can be retrieved via various search parameters such as catalogue, hotel name, destination area or express searches.

1.2. The extranet version of the GIATA HOTEL GUIDE database can be accessed by the Client via a password-protected portal. The purpose of using the database is so that the Client can, directly from their travel agency, research tour operator offers listed in the database, gain insight into the offers and present the offers to customers, either on screen or as a print out.

1.3. The Client can also draw on the GIATA HOTEL GUIDE database via a so-called countertool from third-party partners cooperating with GIATA.

1.4. The Internet version of the GIATA HOTEL GUIDE database, as well as mobile phone applications, are not covered in this contract, and both require a separate licensing contract.

1. 5. GIATA determines the format, design and content of the end product. The Client reserves the right to present the contents of the database in their own layout, so long as this is not contrary to the marketing concept or other legitimate interests of GIATA.

2. Scope of the right of use, contractual services of GIATA

2.1. GIATA systematically compiles the hotel offer descriptions and the descriptions of the further tourist service offers which originate from the tour operators and which are standardised and processed for the database by GIATA each in up-to-date form in the GIATA HOTEL GUIDE database and keeps the database available for the Client to retrieve data.

2.2. Furthermore, GIATA contractually obliges the tour operator to present its images and text content accurately and free from the rights of third parties. GIATA will also immediately remedy content or legal errors in the hotel offer descriptions, as soon as it receives knowledge of them. GIATA is not obligated to carry out a content or legal check of the images and texts provided by the operator.

2.3. GIATA grants the Client the non-exclusive (basic) user right to use the GIATA HOTEL GUIDE database as a research and information tool on up to five work stations at their own travel agency, counter or call centre. This includes the right of the Client to present data from the GIATA HOTEL GUIDE online database to travel agency customers on screen, as well as to print or email individual holiday operator offers.

2.4. The right of use granted by GIATA is spatially unlimited and temporally limited to the duration of this Agreement. The content limitations of the right of use are derived from the following section 3 of this Agreement.

2.5. The right of use of the GIATA HOTEL GUIDE database is limited to a maximum of five users within the Client's company. A separate licensing contract must be made with GIATA, should more than five employees or company associates wish to use the GIATA HOTEL GUIDE database. The granting of sub-licences is not allowed.

3. Limitations of use and contractual penalty

3.1. The Client is not permitted to use the GIATA HOTEL GUIDE database for purposes other than those set out in this Agreement. Legally obligatory exceptions remain unaffected. In particular, the Client must adhere to the following limitations of use:

- a. The extranet version of the GIATA HOTEL GUIDE database may not be made publically accessible, e.g. through the integration of the content on a website.
- b. The elements of the database, especially photos, may only be used within the framework of the GIATA HOTEL GUIDE database and only in connection with the offer of the respective operator, not for any other purpose, such as artwork on a website or in the creation of the operator's own catalogue.
- c. The Client is responsible for ensuring that the third party, from which they obtain the GIATA HOTEL GUIDE database, includes the copyright notice "Copyright GIATA GmbH 1996 – 20XX" with the appropriate year, and that this copyright notice appears at the end of every hotel offer description.
- d. The Client or their commissioned third party is not authorised to systematically analyse the GIATA HOTEL GUIDE database beyond the database usage, e.g. through the indexing of the data by allocating attribute characteristics.

- e. The Client is not authorised to reconfigure or alter the GIATA HOTEL GUIDE database, e.g. through the exchange or alteration of individual database elements. The deactivation of individual operators whose offers the Client does not broker is not deemed to be a reconfiguration of the database.
- f. The Client or their commissioned third party is not authorised to produce a new database based on the GIATA HOTEL GUIDE database or to supplement the data in the database with data other than the available hotel offer descriptions or individual images and texts in the database and to make this retrievable via a standardised user interface.

3.2. In the case of an infringement of the above-mentioned limitations of use the Client must pay GIATA a contractual penalty for every instance of culpable infringement of EUR 2,500.00 per contained dataset, where every assigned booking code identifies one dataset. Minor violations incur a correspondingly reduced contractual penalty. The Client is entitled to prove that damage or a diminution in value has not occurred or is considerably less than the claimed contractual penalty. Further legal or contractual claims, which arise for GIATA based on the infringement - in particular claims for damages - remain unaffected, where a pre-existing contractual penalty for special payment claims is charged.

4. Integration of the database, responsibilities and obligations of the Client

4.1. The Client is able to access the GIATA HOTEL GUIDE database via the Internet address **www.extranethotelguide.de**. The respective licence fee is calculated in accordance with section 5 of this Agreement.

4.2. GIATA will provide the Client with a user name and a password to allow access to the GIATA HOTEL GUIDE.

4.3. The Client must keep their allocated access data secure and protect it from being accessed by unauthorised third parties. If the customer does, however, become aware that their user data has or may have become known to third parties they are obligated to inform GIATA immediately so that GIATA can block the access data.

5. Scope of services and licence fees

For the use of the GIATA HOTEL GUIDE database covered in this contract, the Client pays a monthly licence fee according to the following table:

Licence package	Scope of licence	Net price in euro	Amount
GHG HTML Extranet, basic version	Maximum 5 users per business premises	EUR 9.90	

6. Payment methods

For the services detailed in sections 1 to 5, the customer pays GIATA a total licence fee to the amount of

EUR .

per month, plus the statutory VAT, currently 19%. The licence fees are due to be paid every 6 months in advance. The Client authorises GIATA to debit the licence fees when due from their account via direct debit, in accordance with the information provided in

Appendix 1. This remuneration is not due for the first four weeks of the contract duration.

Should the Client not have an account in a country where the SEPA scheme applies, the Client authorises GIATA to charge the licence fees to the company’s credit card as they are due as per Appendix 2.

If paying by credit card GIATA must additionally charge the Client a credit card company fee of 1.5% of the sum to be deducted. Consequently, the respective licence fee increases by 1.5%.

The invoice will be sent via email to the below contact person. The client confirms that the owner of the address is responsible for handling and, where required, authorizing payments in relation to this agreement:

First and last name:.....

Email address: Phone:

Any changes of the above need to be communicated to fibu@giata.com

7. Tax liability regarding VAT for companies based outside of Germany

If the Client is registered abroad, i.e. outside the region of the Federal Republic of Germany, the Client is legally required to register the VAT with its tax authority. The levying of VAT by GIATA, in accordance with section 6, is not applicable in this instance. Clients within the European Community are required to inform GIATA of their current VAT identification number and of a new VAT identification number if it changes.

8. Duration of the Agreement, alteration to the contract, extraordinary termination right

8.1. The Agreement is concluded for a minimum duration of 24 months. It is extended for a minimum duration of another 12 months after its expiration if one of the parties to the Agreement does not cancel it a minimum of three months before the end of the minimum duration period, or as the case may be, the extended duration period of the contract. Termination must be given in writing. The right to terminate the contract for good cause remains unaffected.

8.2. GIATA has the right to change and adapt these terms of use during the period of the contract, including expanding or reducing the services or adding services which incur a fee. GIATA shall inform the Client of the amended conditions and in particular will point out the new clauses. GIATA will allow the Client a reasonable amount of time to decide whether they accept the amended terms for the further use of services and to confirm this. If no declaration is received before this deadline the altered terms are presumed to have been accepted. GIATA will expressly inform Clients of these legal consequences at the beginning of the time period. Should the Client refuse the changes to these terms, then the terms of this contract remain unchanged. GIATA reserves the right in this instance to terminate the Agreement within the contractual termination period.

9. Limitation of liability

9.1. In the case of intentional or gross negligence GIATA is liable under the provisions of the law. GIATA is liable for minor negligence only in accordance with the provisions of the Product Liability Act, in cases of harm to life, the body or health, in cases of a breach in

the basic contractual obligations or guarantees and in cases of fraudulent concealment of a defect. Damage claims for the minor negligent breach of basic contractual obligations is nevertheless restricted to foreseeable damages, typical for this type of contract, as long as there is no liability for harm to life, body or health.

9.2. The above limitation of liability applies to any claims for damages, including claims for compensation in the case of negligent acts or pre-contractual violations.

9.3. GIATA is liable for the errors of agents and representatives to the same extent.

10. Final clauses

10.1. When in doubt, content in the Client’s General Terms and Conditions which contradict this Agreement will only become part of this Agreement with GIATA’s written approval.

10.2. The laws of the Federal Republic of Germany apply exclusively, excluding private international law and the United Nations Convention on Contracts for the International Sale of Goods.

10.3. Divergent Agreements or sub-Agreements are only valid if confirmed in writing. The same applies for waivers of the requirement of the written form itself.

10.4. In cases where certain terms of this Agreement are, or become null and void, the validity of the remaining terms remains unaffected.

10.5. If the customer is a merchant or has no general court of jurisdiction in the Federal Republic of Germany, GIATA's head office is the exclusive place of jurisdiction. GIATA may also bring action against the Client in their common court of jurisdiction.

City, date, signature (Client)

City, date, signature (GIATA)

Print name, position, company stamp

Print name, position, company stamp

APPENDIX 1: Granting a mandate for the SEPA Core Direct Debit Scheme

Name of the payment recipient: GIATA GmbH - Gesellschaft zur Entwicklung und Vermarktung interaktiver Tourismusanwendungen GmbH	
Address of the payment recipient: Schlesische Str. 26 10997 Berlin Germany	Please note: A direct debit mandate is only valid in the original contract. The delivery by fax or email is not legally binding.
Creditor identification number: DE69ZZZ00000020261	
Mandate reference number is your Client number / product: (will be sent to you separately)	

SEPA direct debit mandate:

I/we hereby grant (a) the payment recipient GIATA GmbH - Gesellschaft zur Entwicklung und Vermarktung interaktiver Tourismusanwendungen GmbH the right to withdraw payments from my/our account via direct debit. And (b) I/we instruct my/our bank to honour the direct debit payments drawn from my/our account by the payment recipient GIATA GmbH - Company for the Development and Marketing of Interactive Tourism Applications GmbH.

Note:

I/We can request the amount charged is refunded within eight weeks of the debiting date. The conditions agreed with my/our bank apply.

Payment method:	
<input checked="" type="checkbox"/> Recurrent payments	<input type="checkbox"/> Single payment

Name of the payer (account holder):*	
Address of the payer:*	
IBAN:*	BIC:*
City:*	Date:*
Signature(s) of the payer(s) (account holder)*:	

*Required fields to be completed.

Before the first payment collection through a SEPA direct debit the payee (see above) will inform me/us of the proceedings for collection.

APPENDIX 2: Credit card payments

Client	represented by
Street	Postcode / City / Country
Telephone	Legal Form
Fax	VAT Identification Number (EU only)
URL	Email

Name of cardholder	_____ Card number (16 digits)
Valid until	CVC/CVV Code (security number)
<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> JCB Credit card type (please mark with a cross)	_____ Cardholder's signature

In the case of payment by credit card, GIATA must additionally charge the credit card company fee to the client's account, at a rate of 1.5 % of the invoiced amount.

Please note, that for safety reasons and in accordance with our Privacy Policy and the international safety standards of the credit card industry (PCI DSS), we unfortunately cannot receive this data via e-mail. We therefore request you to forward your payment information via Fax: +49 (30) 42026519

City, date, signature (Client)

Print name, position, company stamp