

Cooperation Agreement for Tour Operators

Client (referred to as the operator)	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

Cooperation Agreement

Introduction

GIATA is a leading provider of content licensed products for the tourism industry which are utilised in travel agencies and online travel portals in order to better present, compare and market tour operators' offers.

GIATA's core product is the GIATA Hotel Guide database. The GIATA Hotel Guide database compiles virtual online catalogues which each contain up-to-date offer descriptions for hotels, cruises, tours and other tourist services from tour operators. All of the offer descriptions in the database can be retrieved via various search criteria and compared to each other. The GIATA Hotel Guide database can be used offline at a local computer at a travel agency and alternatively also integrated in a website, whereby it is possible to integrate both variants into a booking system.

Other content licensed products from GIATA are also based on the tourist service offers from tour operators, which can be distinguished from each other in the preparation and presentation of the offer data or in the GIATA Hotel Guide database's functions. In part this concerns the additional module for the GIATA Hotel Guide database.

The content licensed products offered by GIATA can be viewed on the website www.giata.com under the heading "All Products".

GIATA provides the offer description data from the tour operators in the form of digital travel catalogues or comparable information and marketing media.

The operator offers tourist services and provides corresponding digital presentation material for their service offers in the form of a catalogue templates or other comparable marketing media, in which the service offers are described through images and text (offer data).

The parties intend to have a long-term cooperative partnership with the goal to preferably have the operator's entire catalogue stock or other presentation material in the GIATA Hotel Guide database and to integrate further GIATA content licensed products, so that the GIATA licensee can present and market the operator's offers via their content licensed products.

§ 1 Preparation of the offer data and integration in the product

1. GIATA undertakes to digitally prepare the offer data delivered by the operator for use in its content licensed products, which serve in the presentation, comparability and marketing of the operator's offers, and to integrate the data into these. At the time of signing the contract this concerns the following content licensed products:
 - GIATA Hotel Guide (content database, available via HTML, XML, FTP),
 - Flip Cat (virtual browsable true-to-original reproduction of the operator catalogues),
 - Cat Pad (true-to-original reproduction of operator's catalogues for the iPad) and
 - Image Clips (musically-accompanied and animated sequences of hotel images for the selected hotels from the operator's offer data)
 - Sefibo (presentation of tourist offers and points of interest on a map, linked with search and booking functions),
 - myHotelVideo (Internet platform with hotel videos and hotel information),
 - Clipchannel (creation of hotel clips and their integration in video portals, e.g. YouTube or myHotelVideo),
 - Facts (information for describing a hotel, which are organised according to uniform description categories for the purpose of making comparisons),
 - TOURIAS Travel Guides (smartphone travel guide apps in German and English, on request including online offers from the GIATA Hotel Guide)
2. In the case that GIATA develops further content licensed products which serve in the presentation and marketing of operator offers, and offers these on the market, they will also prepare the operator's offer descriptions, if the operator can deliver these in a suitable format, for these products and integrate the descriptions into these products.
3. GIATA is furthermore authorised, according to § 4 Paragraph 4 of this agreement, to also use the delivered offer data in other content licensed products which do not directly serve the presentation and marketing of operator offers, but rather are useful for the marketing of tourist services in general.
4. GIATA creates virtual online catalogues for the GIATA Hotel Guide database that correspond to the themes and content of the operator's original catalogues from where the transferred offer data originated. The offer descriptions of the online catalogues contain images, texts and all other relevant data for booking from the operator's original catalogues, yet all other data that is specific to print media such as page references and layout elements are adjusted. The appearance of the offer

GIATA

descriptions in the online catalogue is kept neutral to comply with the functions of a multi-operator database; the home page on the cover of each original catalogue is adapted. Allocating the offer to the operator occurs via the representation of its logo and its name in every offer description.

5. The layout of the catalogue templates provided for the content licensed products CatPad and Flip-Cat are largely reproduced true to the original. GIATA is obliged to create these products only if the operator additionally transfers the offer data in PDF format.
6. The services that GIATA will provide in terms of data preparation and product integration include the following individual items in particular:
 - a. Image preparation, i.e.:
 - Converting the images from any specific format into a temporary work format
 - Manual removal (if available) of slide frames and other optically interfering factors
 - Saving in a common format (jpg, bmp)
 - b. Image identification and labelling through the allocation of a unique key for every image (abbreviation for the image identification and for the image's searchability)
 - c. Packaging, export and server initialisation, i.e.:
 - Customisation of the images to the operator's desired dimensions (e.g. 320 x X pixel)
 - Output of the images in a standard format (jpg)
 - Internet optimisation, i.e. Compression without loss of quality (for fast transfer)
 - Creation of a reference file
 - The provision of the prepared images on CD, via FTP or XML (for input on the operator's own server)
 - Provision of the prepared images on the GIATA server (file server) for downloads
 - d. Text processing, i.e.:
 - Allocating the texts to the corresponding hotel
 - Saving the texts in the original format (for use in call centres or on the Internet)
 - Removal of individual catalogue references in the texts, saving of the edited texts
 - Creation of a reference file
 - Provision of the prepared texts on the GIATA server (file server) for downloads
7. GIATA will include the operator's product updates (updates of its catalogues and offer data, including expansion and reduction) in the GIATA Hotel Guide database in accordance with the parties' agreed presentation mode, at least as often as customary catalogue scheduling in the industry is (every six months).
8. GIATA is not obliged to check the accuracy of the content in the offer data delivered by the operator. It is the sole responsibility of the operator to check the content in the offer data. GIATA will however correct content inaccuracies in its content licensed products when it becomes aware of them, and inform the operator about this.

§ 2 Delivery of the offer data by the operator

1. The operator is also obliged to submit their travel catalogues or other presentation media in digital form to GIATA and make all new catalogues as well as updates of previous catalogues owing to changes or expansions of offers (product updates) available immediately after their release.
2. The operator should refer to the statement of requirements for data delivery in XML format or PDF format (if applicable) which are attached to this agreement as Appendix 1 and Appendix 2, when submitting the offer data. As far as possible, the data is to be delivered as PDF data (according to Appendix 1) and XML data (according to Appendix 2). If the operator requests the production of Flip-Cats (virtual, browsable, true-to-original reproductions of their catalogues), then they have to additionally submit the offer data to GIATA in PDF format.
3. If the operator delivers composite images (i.e. an image made out of several images), the individual images of the composite image should be delivered separately in a subdirectory - which carries the file name of the composite image.

§ 3 Legal check of the offer data

1. The operator affirms that they hold the exclusive copyright and related rights for the delivered data, that they have previously not granted any rights which would be in conflict with the licenses granted under this agreement, and that the offer data has not been illegally taken from copyright-protected work of third parties nor does it infringe on any other absolute protective rights, (e.g. personal rights, trademark rights and design patents).
2. The operator exempts GIATA from all claims that third parties exert in relation to an infringement of rights by the contractual utilisation of offer data in the content licensed products which GIATA is obliged to produce. The operator also accepts all necessary costs for legal defence that arise concerning this matter.
3. If either party receives notification of an infringement of rights, they will immediately inform the other party of this, in order to enable a review of the situation. GIATA is authorised to remove the objectionable content from its content licensed products at the conclusion of the review or in the case of an ambiguous legal position.

§ 4 Granting of user rights to GIATA

1. The operator grants GIATA the following simple, spatially and temporally unlimited as well as transferable and sub-licensable right to the offer data delivered by them, to prepare the data for usage in their content licensed products, to integrate the data in their content licensed products and make the data available to its licensees by these means. The transfer of rights includes the following listed rights in particular:
 - a. the utilisation right, that is, the right to process the image and text data in the way described in § 1 of this agreement and to transfer them into a different format for this purpose, to rearrange, connect with other data and works, add interactive elements, to change image sections, crop images and process the texts for digital use, as well as the right to translate the texts into any language, the right to set the texts to music and produce audio data or process the image and text data in other ways.

- b. the receiving and online rights, that is, the right to make the offer data in its content licensed products available to a number of users via digital or other storage and transfer technologies, that they can receive any individual offer data, also for interactive usage, via computers, TV, mobile telephones, smartphones, tablets or any other mobile end device (Television on Demand, Video on Demand, Near Video on Demand, UMTS, etc). The usage via on-demand services, online services, Internet, especially the World Wide Web, intranet, extranet, subscription services, push services, pull services and Internet TV are also among these. Furthermore, this includes the usage for marketing and presentation purposes such as banner advertising, pop-up windows, framing among others
 - c. the database and telecommunication right, that is, the right to incorporate the offer data or sections and elements of the offer descriptions in electronic databases and data networks, and to transfer this to users via digital or analogue storage or transfer technology (both paid and free of charge) via cable, satellite, electronic data telephone services, online services or other transfer methods on demand for the purpose of visual or also audio playback, reproduction, transmission or storage and interactive use via computers, TV or other end devices.
 - d. the reproduction and distribution right, i.e., the right to distribute the offer data according to the granted types of usage as often as wished in any digital or analogue media;
 - e. the marketing and clip usage right, i.e. the power to use sections of the offer data according to the usage rights granted in this agreement for marketing purposes and also as part of a database, or utilise them within other media; furthermore the right, to market GIATA's content licensed products according to common practice in the industry (e.g. on TV, at the cinema, using videograms, via worldwide communication networks, especially the Internet or in printed media).
 - f. the right of public playback, i.e. to make the work accessible to the public via wired or wireless means, so that members of the public have access to it at places and times of their choosing.
2. GIATA is additionally authorized to use the operator's brands and other company trademarks, according to the contractual utilisation of the content licensed products and make them available to third parties to use in accordance with this co-operative agreement.
 3. GIATA is also authorised to grant the aforementioned rights of use to its licensees to the extent necessary for the contractual usage of the content licensed products.
 4. The operator furthermore grants GIATA the right to use its offer data or parts of it for those content licensed products which do not immediately serve the presentation and marketing of its offers, such as the usage of hotel description texts for the multi-lingual hotel database GIATA Multilingual Hotel Content. If GIATA uses the operator's images it will only do this in combination with the name and the logo of the operator.
 5. GIATA acquires the aforementioned rights of use also for integration in future GIATA-developed content licensed products and the marketing of such products to licensees, also if this concerns kinds of use which at the time of concluding this agreement are not yet known.

§ 5 Rights concerning the offer data and the content licensed products produced from it

1. The rights to the offer data remain, without prejudice to the granting of rights from § 4 of this agreement, with the operator or with any other possible rights holders.
2. GIATA is solely entitled to all rights which arise from the prepared offer data according to § 1 of this agreement, especially the rights of the database producer as stated in §§ 87a, 87b UrhG (German Copyright Act). If the operator wishes to make their offer data available to third parties, they can refer to the original data they have, however they are not authorised to use the data that GIATA has prepared for online catalogues, Flip-Cats and other content applications for this purpose.

§ 6 Supply of the online catalogues produced and Flip-Cats, supply of GIATA Codes

1. GIATA provides the operator with free access to the online catalogues that it has produced from their transferred offer data for the duration of this agreement. GIATA hereby grants the operator the right to make the online catalogues publically accessible on the operator's own website and to make the reproductions required for this. Further usages, such as the integration of online catalogues in other media or their transfer to third parties, especially to GIATA's competitors, require written authorisation from GIATA.
2. GIATA make the online catalogues available to the operator via password-protected access to GIATA's server. The operator must keep the access data secure, and safeguard against its use by third parties. If the operator receives knowledge of an unauthorised usage of the access data by a third party, it must report this immediately to GIATA.
3. Furthermore, GIATA will provide the operator with GIATA Codes. GIATA Codes contain code numbers and the real names of hotels and serve to provide hotels with a unique classification, independent of variations in spelling, duplicated listings, trade name changes or company changes. The GIATA codes provided include additional data about the location of the hotel, in the form of the place name, the destination area and the country, each in the form of an ID and a real name.
4. GIATA grants the operator the right to use the GIATA Codes for the duration of the contract for internal business purposes, for example to match them with its own database in order to update this and to identify duplications or to use these for GIATA database requests. Further uses, which extend beyond their own internal use, such as the public reproduction of the GIATA Codes database, or the transfer to third parties, are not permitted. After the termination of this contract the operator is no longer authorised to continue using the GIATA Codes database and is obligated to delete it.
5. If the operator wishes to use GIATA's services described in this cooperation agreement for a purpose not expressly mentioned, the operator is obligated to contact GIATA in advance. In the event that a third party approaches the operator with the request to also use the operator's data, this is not permitted. The operator is obligated to inform GIATA of this immediately.

§ 7 Liability

1. GIATA is liable in case of wilful intent or gross negligence in accordance with the legal regulations. Furthermore, GIATA is liable only in accordance with the Product Liability Act, for the loss of life, injury to body or health or for the culpable breach of major contractual obligations. The claims for compensation for the breach of major contractual obligations is however limited to contractually typical foreseeable damages. GIATA's liability is also limited to contractually typical foreseeable damages in the case of gross negligence, if none of the exceptions listed in Sentence 2 of this paragraph exist. GIATA is liable to the same extent for the faults of its representatives or agents.
2. The provisions of the above paragraph cover compensation for damages in addition to the services and compensation for damages in lieu of the services, for any legal reason, in particular for defects, breaches of obligation under contractual obligations or for tort. They also apply to claims for compensation of wasted expenses.

§ 8 Duration of Agreement and Termination

1. Due to the capital investment made by GIATA for the initial preparation of the operator's database, the agreement is concluded for a period of 2 years from when the contract is signed. The agreement will be extended for a further year if it is not terminated with a minimum of 3 months' notice before its expiration.
2. Furthermore, each party has the right of termination for exceptional reasons.
3. The termination must be given in writing.

§ 9 Non-disclosure Agreement

1. The parties are obligated to keep business and trade secrets as well as other confidential information which has been recognised as such by the other party in writing or orally identified or can be clearly recognised as being so, confidential, and not to make this accessible to any third parties without express permission from the respective party, and especially not to exploit this commercially.
2. Business and trade secrets or confidential information in this sense particularly refers to production processes, strategic planning, production development, special contractual agreements or calculations and business transactions. When in doubt, each party is obligated to seek a directive from the other party as to whether a certain fact should be treated confidentially.
3. Information is not deemed to be confidential or secret information, when it, demonstrably,
 - a. is publically known or becomes so without a breach of this agreement (including the disclosure by the disclosing party to a third party without an obligation to confidentiality),
 - b. is already in the possession of the receiver before being received by the disclosing party,
 - c. has been legally obtained by the receiver from a third party and without obligation to confidential treatment.

- d. has been independently developed by the receiver or ascertained through experience, or
 - e. must be disclosed due to an order from a court with applicable jurisdiction or an administrative or registration authority.
4. This obligation is also valid after the termination of this agreement. If the post-contractual duty of confidentiality unreasonably impedes a party in their commercial advancement, they are entitled to be freed from this obligation by the other party.

§ 10 Final clauses

- 1. The laws of the Federal Republic of Germany apply exclusively, excluding international private law.
- 2. In the case of possible invalidation of a provision in this agreement, the remaining provisions remain unaffected.
- 3. Alterations and extensions to this agreement must be made in writing to be legally effective. This also applies to waivers for this written form clause.
- 4. GIATA's headquarters or branch residence is the valid place for the court of jurisdiction for all disputes pertaining to this agreement, if the operator is a trader, a legal entity under public law or a special fund under public law, or they have relocated their place of residence to outside of the Federal Republic of Germany after the conclusion of this agreement.

City, date, signature (Cooperation Partner)

City, date, signature (GIATA)

Print name, position

Print name, position

APPENDIX 1: Catalogue of requirements for PDF data delivery to GIATA**Data and folder structure:**

Please keep to the ISO standards when naming files/folders.

Permitted characters in folder/file names are:

a; b; c; d; e; f; g; h; i; j; k; l; m; n; o; p; q; r; s; t; u; v; w; x; y; z;
A; B; C; D; E; F; G; H; I; J; K; L; M; N; O; P; Q; R; S; T; U; V; W; X; Y; Z;
0; 1; 2; 3; 4; 5; 6; 7; 8; 9; 0; _

Folder/file names may not contain any special characters; such as:

Blank spaces, /; „; §; \$; %; &; (;); =; ?; ´; `; @; «; Σ; ®; ø; n; •; ±; etc.

Data extensions:

All delivered PDF data must have the file extension “.pdf”.

Security settings:

The delivered PDF data must NOT have security protection.

Content integration:

All font, text, graphic and image elements must be completely integrated in the PDF file, multimedia elements (sound, video, JavaScript, file attachments, etc.) are not desired. Image data must be kept in high-resolution, fonts not in sub-groups (if this is technically feasible).

Form of the PDF files:

Delivered PDF files must be based on individual pages. Please do not create ANY PDF documents which contain double pages (e.g. two A4 documents compiled into an A3)

The PDF files should be delivered in a form whereby each PDF page is a separate PDF document. If you experience problems with this please contact us, as we can provide assistance in this regard.

The naming of files must be clear and permit an inference of the content; e.g.: Page 236 of a catalogue would be reflected in the filename as

- catalogue_0236.pdf or
- 0236_name.pdf

The delivered data must contain all the content – all pages must be included. If data for various pages is not available to you, display this as a blank page. Preferably, the documents should be delivered without bleed marks, register marks, or equivalent. The data must be delivered as a composite batch, and under no circumstances as extracts.

If due to technical reasons no page-based PDF files can be created, the data set can also be delivered as a complete PDF.

When doing this please make sure that all pages are contained in the document to guarantee the correct numbering of pages. If not all elements are available, the missing pages must be replaced by blank pages.

A detailed description of the data parameters can be found in our PDF guidelines (www.giata.com). These contain detailed statements about the procedures for data output for standard programs.

Technical support: +49 (0)30 420 265 65 (email: kataloge@giata.com)

APPENDIX 2: Catalogue of requirements for XML data delivery to GIATA**Supply:**

The supply occurs via one of the operator's FTP servers or one of the operator's web services. On request GIATA can make access to one of GIATA's own FTP servers available.

Format:

The operator may use their own format, after this has been checked and approved by GIATA. Documentation and a sample of GIATA's own XML format can be requested.

XML standard:

Every XML file that cannot be validated will be rejected by GIATA. It is beneficial to check XML files prior to every delivery.

Texts should be coded in UTF-8 in 1-4 byte representation or as numerical entities (ê) CDATA sections can be used to prevent further codings.

Organisation:

If the files are being transferred via FTP, it is beneficial to use one file per offer. The images are contained therein in the form of a link to a web server. Every (new) image file is downloaded by GIATA once.

Important: Once a file name has been allocated it cannot be used again (later) for a different image. The only exception to this would be if the date of the last alteration is also delivered for each image in XML, so that GIATA can compare this with the date of the available data.

File names:

As the lowest common denomination of several file systems and for exchanges via FTP servers only these characters may be used in folder names and file names:
a to z, 0 to 9, full stop, comma, hyphen, underscore,

Contents:

The XML data must contain all tourist-relevant information.

GIATA reserves the right to reject offer data that does not have sufficient information, e.g. Offers without descriptive text.

Essential elements are for example:

- Offer coding
- Offer name
- Offer location
- Image reference
- Descriptive text divided into paragraphs
- Page numbers (for print catalogues or flipcat)

The following are essential for the automatic processing and updating:

- Unique offer ID for hotels (e.g. GIATA-hotel ID, GT01)
- Unique location ID for tours or equivalent (e.g. GIATA-location ID, GT09)
- Geo-coordinates
- An image type for every image reference (outdoor/pool/...)

Further helpful information is contained in the operator system data.

G|I|A|T|A

(Virtual) catalogues:

If it is important to divide the data over several print or virtual catalogues, there must be a criterion contained in the XML that we can use for "sorting". E.g. the catalogue name, unique covering all seasons.

In this instance, the operator has to deliver the necessary requirements and additional catalogue data (e.g. name, duration, cover picture...) to GIATA for sorting. Note, for seasonal processing, a season initial must be contained in every rule.

Texts:

Normally, one XML element should be used per paragraph in the descriptive text. Duplicated and multiple coding from allocated XML characters (&) should be avoided.

HTML formats are allowed: , , <i>, ,
,

In particular, hyperlinks to the OPERATOR's website are not allowed if there are any booking or contact options there, or can be found from there.

Image format:

JPG files with the highest possible resolution are desired (>1500px x 1500px).

GIF and PNG files (e.g. for outlines) can also be processed.

All other formats are not accepted, especially: animated GIF files, EPS, TIFF.

Colours:

RGB must be the colour space used – image files in a different colour space (CMYK etc.) must be converted by the customer into the RGB colour space prior to delivery.

The above points are existing standards in digital data exchange. Please inform us if you have problems with their implementation.

Technical support: +49 (0)30 420 265 65 (email: kataloge@giata.com).