

## GIATA Video – License Agreement

|               |                        |
|---------------|------------------------|
| <b>Client</b> | <b>represented by</b>  |
| Street        | Post Code/Town/Country |
| Telephone     | Legal form             |
| Fax           | VAT No. (EU only)      |
| URL           | Email                  |

**and**

**GIATA GmbH, represented by its Managing Director Andreas Posmeck,  
Schlesische Str. 26, 10997 Berlin, Germany**

The parties have entered into the following

**license agreement.**

### **1. Subject of the license**

The license is for the GIATA Video data collection. GIATA Video is a collection of mostly high-resolution videos about hotels and their immediate surroundings. The videos are produced for a fee by various third-party vendors in common video formats in a neutral GIATA design that meets GIATA standards for content, length, editing, and sound.

### **2. Access to the collection**

GIATA provides the client access to the GIATA video streaming links, which is a collection of temporary URLs referring to a specific GIATA ID and streaming provider, via an XML interface.

### **3. Rights to the data collection**

**3.1** GIATA hereby grants the client the non-exclusive (simple) license to broadcast the GIATA Video database on its website for information and marketing purposes as part of its travel service offers to Internet users and to make any copies required for said purpose. The client is thus entitled to place a link on its website to the server of the providing streaming platform where GIATA makes the videos available and to make them accessible via a user interface provided on its own website.

**3.2.** The GIATA videos may also be used without reference to specific travel offers as part of the client's consulting work or promotions. The client is expressly permitted to duplicate and disseminate the streaming links in its web or mobile apps or to make them publicly available on its social media channels. However, the client is prohibited from placing GIATA videos either on their own or in combination with videos or other media from other providers on either its own or a third-party video portal, especially one intended for B2B purposes.

**3.3** The license hereby granted by GIATA is global, but may only be used for the duration of this agreement.

**3.4.** The license to use the GIATA Video database is restricted to use on the client's own website. For this purpose, "own websites" are websites that are owned exclusively by the client or those in which the client holds a share of at least 50%. The use of the database on third-party websites, such as websites of network, advertising, affiliate, or co-operation partners of the client shall require separate license agreements with GIATA.

**4. Calculation of the fees for GIATA video viewings**

**4.1.** The client shall pay GIATA for the provision and contractual use of GIATA videos a monthly flat rate plus statutory VAT (currently 19%), according to the following table:

| <b>Number of videos accessed</b> | <b>Flat rate per month (in euros)</b> |
|----------------------------------|---------------------------------------|
| 0-7,500                          | €29.90                                |
| 7,501-15,000                     | €69.00                                |
| 15,001-31,250                    | €119.00                               |
| 31,251-62,500                    | €219.00                               |
| 62,501-125,000                   | €399.00                               |

**4.2.** If the client's customers access GIATA videos more than 125,000 times a month (excluding a one-time excess), GIATA is entitled to offer the client the option to enter into a large-scale agreement with higher access levels available. If the client does not accept this offer within two weeks upon receipt, GIATA is entitled to calculate the monthly usage fee proportionally based on the ratio of the excess accesses to the highest monthly fee starting with the following month (e.g. if videos are accessed 250,000 times, the fee will increase to €798.00). Alternatively, GIATA is entitled to terminate this agreement without notice after expiration of the acceptance period, unless the client can demonstrate that such excess accesses would no longer be expected in the future.

**4.3.** The monthly fees are calculated based on the number of times videos are accessed. GIATA shall provide an invoice for each month's access by the 15th day of the following month. The license fees are payable immediately upon receipt of the invoice. GIATA shall apply the currently applicable statutory value-added tax to the net price, currently 19%.

**5. Payment method**

**5.1** The client authorizes GIATA to direct debit the license fees from its account via the SEPA mandate attached as Appendix 1.

**5.2.** If the client does not have an account in a SEPA member country, GIATA will charge the fees on the due date to the credit card indicated by the client in Appendix 2. When paying by credit card, GIATA must charge the client the fees levied by the credit card companies (currently 1.5% of the total amount charged). The license fees will increase accordingly.

**5.3.** The invoice will be emailed to the client at the following email address:

First and last name: .....

Email address: .....

Telephone: .....

**5.4.** The client will immediately notify GIATA of any changes to the email address by sending an email to fibu@giata.com.

**6. Reverse charge VAT for foreign companies**

If the client is headquartered outside Germany, the client is legally required to register for a VAT ID with its national tax office. GIATA will then not collect the value-added tax per § 4.1. Clients within the European Community are obliged to provide their current VAT identification number and to notify GIATA if it changes.

**7. Term/special right of termination**

**7.1.** This agreement shall be for a minimum duration of 24 months. After expiration of the initial term (minimum term), it will be automatically renewed for another 12 months each time, unless one of the parties cancels the agreement three months before the expiry of the initial term or extended contract term. Any termination must be in writing. The right to terminate this agreement for good cause remains unaffected.

**7.2.** GIATA is entitled to terminate this agreement without notice if the client does not agree to enter into a large-scale agreement as required to replace this agreement per §4.1. when more than 125,000 video accesses (maximum number of accesses allowed per month) are recorded in a single month, provided that GIATA has given the client three weeks to accept. This does not apply if the client can demonstrate that such excess accesses would no longer be expected in the future. The extraordinary right of termination shall be exercised by GIATA within three weeks following the unsuccessful expiry of the acceptance period or a final failure of negotiations.

**7.3.** By signing a license agreement for major clients with higher access levels (large-scale agreement), this agreement will automatically terminate and be replaced by said agreement. Payments already made on the basis of this agreement but extending to a period beyond said termination will be refunded within 30 days after receipt of the large-scale agreement.

**8. Amendments and other changes to these license terms**

GIATA is entitled to amend and adapt the terms of this license agreement during the contractual relationship, for example for the purposes of expanding, limiting, or adding further fee-based services. GIATA will communicate the changes to the client and especially point out any new regulations. At the same time, GIATA shall grant the client a reasonable period to accept or reject said changes for the continued use of the services. If no declaration is made within this period, the amended terms shall be deemed agreed. GIATA will expressly advise the client of this legal consequence upon notification of the changes. If the client objects to the changes, GIATA reserves the right to terminate this license agreement within the contractual notice period.

**9. Final provisions**

**9.1.** Any general terms and conditions which are contrary to these terms shall apply only with the written consent of GIATA.

**9.2.** The law of the Federal Republic of Germany applies to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods.

**9.3.** Any other agreements must be in writing to be effective. The same applies to the waiver of this requirement.

**9.4.** Should any individual provisions of this agreement prove to be or become invalid, void or incomplete, the validity of the rest of the agreement shall remain unaffected.

**9.5.** If the client has no general place of jurisdiction in the Federal Republic of Germany or the client is a merchant as defined under German law, GIATA's place of business shall be the exclusive place of jurisdiction. GIATA may also seek legal recourse from the courts with jurisdiction over the client's headquarters.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature, company stamp (client)

\_\_\_\_\_  
Signature, company stamp (GIATA)

## APPENDIX 1: SEPA Direct Debit Mandate

|  |  |
|--|--|
| <b>Payee:</b><br><b>GIATA GmbH</b> - Gesellschaft zur Entwicklung und Vermarktung interaktiver<br>Tourismusanwendungen mbH |  |
| <b>Payee address:</b><br>Schlesische Straße 26<br>10997 Berlin<br>Germany  | <b>Please note:</b><br>This mandate must be<br>returned as a hard copy. It<br>cannot be sent by fax or<br>email. |
| <b>Creditor ID No.: DE69ZZZ00000020261</b>   |  |
| <b>Mandate Reference No. is your Client No./Product</b> (will be provided to you separately)                               |  |

### SEPA Direct Debit Mandate:

I authorize/we authorize GIATA GmbH - Gesellschaft zur Entwicklung und Vermarktung interaktiver Tourismusanwendungen GmbH to withdraw payments from my/our account by direct debit. At the same time, I instruct my/we instruct our bank to honour the direct debits drawn by the payee on my/our account.

### Note:

I/we may request a refund of the amount debited within eight weeks from the debit date. The terms and conditions of my/our bank apply.

### Please note:

This mandate must be returned as a hard copy. It cannot be sent by fax or email.

|  |                |
|--|----------------|
| <b>Method of payment:</b><br><input checked="" type="checkbox"/> Recurring payments <input type="checkbox"/> One-time payments |                |
| <b>Payor name (account holder): *</b>  |                |
| <b>Payor address (account holder): *</b>   |                |
| <b>IBAN: *</b>   | <b>BIC: *</b>  |
| <b>Place: *</b>  | <b>Date: *</b> |
| <b>Payor signature(s) (account holder): *</b>  |                |

The payee (see name above) will inform me/us before the first SEPA direct debit is requested.

\* Required fields

**APPENDIX 2: Credit card payments**

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

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

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