

**GIATA MultiCodes
Licence Agreement
Licence for Wholesalers, OTAs, Tour Operators and Travel Agency Chains**

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

and

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

hereby enter into the following

Licence Agreement

§ 1 Object of agreement, general criteria for MultiCodes

- (1) The purpose of this Licence Agreement is to grant the simple, non-transferable usage right to the GIATA MultiCodes data collection, subject to the following conditions. The GIATA MultiCodes data collection consists of five modules: GIATA Codes, Supplier & Tour Operator Codes, GeoCodes, Property Addresses and Chain & Group Affiliations. The object of each of the respective data collections is specified in §§ 4 – 8 of this contract.
- (2) The GIATA Codes module is a mandatory component of this agreement, as GIATA Codes constitutes the basic data for the retrieval of data from the other modules. The other modules: Supplier & Tour Operator Codes, GIATA GeoCodes, Property Addresses and Chain & Group Affiliations, are optional components. The Client can access all modules from GIATA via an XML interface.
- (3) GIATA will provide the Client with an access code consisting of a username and password, which the Client can use to access the interface.
- (4) This agreement is suitable for wholesalers, online travel agencies (OTAs), tour operators and travel agency chains for the management and optimisation of their own properties' (hotel, hotel complex, holiday home or apartment complex) database. IT providers wishing to use this service to maintain a shared service where wholesaler, OTA or tour operator products are utilised by nominated users of the said shared service, require a different license agreement.

§ 2 Configuration of the MultiCodes data collection / Inaccuracy of data

- (1) GIATA receives the data of the data collection at regular intervals, partially from third parties, such as wholesalers and tour operators. The supplied data is matched with existing data within the MultiCodes data collection firstly by an automatic process and then by manual, individual research, removing any errors identified. New properties are added to the data collection. Incomplete or other non-matchable entries are ignored. Beyond the automatic comparison of data, GIATA will not verify data supplied by third parties, which means the accuracy of information included within the data (or that linked to it) will not be checked. The Client shall receive the data in its unverified state, except for any corrections that were made as part of the automatic verification process. The content and links will be as originally supplied by the wholesalers, tour operators and other third parties, whereby any possible errors in the data present at the time of transferral to GIATA may still be included. For any such errors, GIATA shall not be held in any way responsible, but it will correct any errors of which they are informed in writing, without undue delay. The amount of available data within the data collection varies constantly and as such the object of this agreement is not defined by a certain number of data sets.
- (2) Due to the constant delivery of data from third parties, the data collection is likely to grow during the duration of this agreement. As a result of this, the value of the data collection will continually rise and greater business opportunities are opened up to the Client at a disparate rate. Consequently the work required for the delivery and maintenance of the data collection also increases, as does the technically unavoidable risk that the individual data within the data collection could be erroneous. In addition to the aforementioned pre-existing errors, which are present within the data from the start and lay outside of GIATA's area of responsibility, individual data may also become erroneous due to incorrect matches carried out by GIATA. In order to nevertheless provide the Client with a favourable licence fee for the MultiCodes data collection and to maintain stable licence fees, the Client accepts the risk that individual data may be erroneous as a result of negligently inaccurate matching. Within this context, the Client exempts GIATA of any liability for damages, which may occur as a result of erroneous data. The exemption of liability also includes damages which can be traced back to grossly negligent errors in matching. Nevertheless, GIATA accepts responsibility for the prompt correction of any errors that they are informed of in writing to mappings@giata.com. GIATA will process up to five reported issues within one working day, and additional reported issues will be processed correspondingly within the following working days.

§ 3 Matching a Client's data to GIATA Codes

- (1) If a mapping of the Client's own data is required, GIATA agrees on behalf of the Client to match the data supplied by them (booking/property codes, property names and property addresses available to their wholesalers) with the applicable GIATA code. The automatic data matching by means of software shall be carried out by GIATA following a mandatory initial data assessment. The assessment process and initial software mapping may take 4-8 weeks to be finalised depending on the volume and quality of the data received. All remaining data sets shall be manually researched and matched. Incomplete or other non-matchable data may be returned to the Client.
- (2) GIATA offers the Client this additional service free of charge, on the condition that the Client exempts GIATA from any liability for erroneous matching. A form for the authorisation of this service, including exemption of liability, can be found at the end of this agreement and requires a special declaration by the Client.

§ 4 GIATA Codes module

- (1) Each GIATA code identifies a single property so that every property (a hotel, hotel complex, holiday home or apartment complex) can be clearly identified, regardless of variant spellings, double listings, or changes in names or business owners. The GIATA Codes module also includes the GIATA Code's corresponding property name, and also any potentially available town/city and country information (each in English).
- (2) The Client has the right to use the GIATA Codes for the following contractual purposes:
 - Use for in-house administration/archiving of property data.
 - Use within a closed user group (VPN or similar) for internal communication.
 - Use within the bounds of a so-called Computer Reservation System (CRS), Property Management System (PMS), Global Distribution System (GDS) or third party intermediaries for the purposes of transacting electronic messages within the domain of the said systems.
 - Use for communication and transactions with other DMCs, wholesalers, OTAs, Tour Operators, Travel Agency Chains and payment service providers with a valid GIATA Code or MultiCode license.

The publication of GIATA Codes is not permitted. Exchange of data and direct communication via GIATA codes is only permitted between verified GIATA Code or MultiCodes licensees.

To communicate via the GIATA Code, the Client can submit a list of all customers and business partners to sales@giata.com. He will receive back an annotated list from GIATA confirming those entities with which he can exchange data and directly communicate with utilising the GIATA Code.

- (3) GIATA will provide the Client with regular updates of altered or expanded data.

§ 5 Supplier and Tour Operator Codes module

- (1) The Supplier (wholesaler) and Tour Operator Codes module contains the supplier IDs/booking codes, which correspond to a GIATA code, provided by various wholesalers and tour operators. The accompanying data sets correspond to the details provided by the wholesalers and tour operators. GIATA verifies these details for obvious inaccuracies and spelling mistakes.
- (2) Insofar as the Client has selected the Supplier and Tour Operator Codes module as a service covered by this agreement, they are entitled to use the Supplier and Tour Operator Codes for the following contractual purposes:
 - Use for in-house administration/archiving of property data.
 - Use within a closed user group (VPN or similar) for internal communication.
 - Use within the bounds of a so-called Computer Reservation System (CRS), Property Management System (PMS), Global Distribution System (GDS) or third party intermediaries for the purposes of transacting electronic messages within the domain of the said systems.

The publication of the cross-referenced Supplier and Tour Operator Codes retrieved from the GIATA MultiCodes data collection in a downloadable format is not permitted. The exchange of GIATA Codes or cross-referenced Supplier and Tour Operator Codes with other licence owners is only permitted after receipt of written authorisation by GIATA.

(3) GIATA will provide the Client with regular updates of altered or expanded data.

§ 6 GeoCodes module

(1) The GeoCodes module denotes a collection of geographically coordinated data describing property locations. Each GeoCode can be retrieved via the GIATA Code.

(2) The GeoCodes are available in five different levels of accuracy:

- Quality level 1: house number (front door/reception) accuracy of GeoCodes
- Quality level 2: street accuracy of GeoCodes
- Quality level 3: city district accuracy of GeoCodes
- Quality level 4: town/city accuracy of GeoCodes
- Quality level 5: interpolated town/city accuracy of GeoCodes

Therefore, GeoCodes may be house number-specific or only town/city-specific. If there is any doubt over the exact location of a property, this can be determined from the destination, town and street details provided by the wholesaler or tour operator. The GeoCodes do not replace these details, but rather complement them. The Client will inform the end user of his or her products of this fact, in order to avoid false bookings and errors.

(3) Insofar as the Client has selected the GeoCodes module as a service covered by this contract, they have the right to use the GIATA GeoCodes data collection for the following contractual purposes:

- Use for in-house administration/archiving of property data.
- Use for public access on the Internet in connection with the Client's own property database on the Client's website/URL or within mobile applications; whereby GIATA GeoCodes may only be presented together with the images and texts of the Client's own database, so that each GIATA GeoCode is clearly matched with a represented property (no "list-like" or database-style public access to the data sets as such is permitted).

(4) GIATA will provide the Client with regular updates of altered or expanded data.

(5) The Client, where possible, will attach the following copyright notice, in easily legible type in an appropriate position to every publication of the GIATA GeoCodes, the property addresses or the Chain and Group Affiliations: © 2007 - 20xx GIATA GmbH - GIATA MultiCodes.

§ 7 Property Addresses module

(1) The Property Addresses module contains a data collection of existing property addresses around the world. Every address data set contains the name and address of the property, as well as a telephone and fax number (if available). If they are available, URLs and email addresses are also included in the address data set. Every property address in the data collection can be retrieved via the GIATA Code.

(2) GIATA will provide the Client with regular XML updates and new data sets.

(3) Insofar as the Client has selected the Property Addresses module as a service covered by this contract, they have the right to use the Property Addresses for the following contractual purposes:

- Use for in-house administration/archiving of property data.
- Use for correspondence with properties.
- Use within a closed user group (VPN or similar) for internal communication.

- Use for public access on the Internet in connection with the Client's own property database on the Client's website/URL or within mobile applications; whereby the Property Addresses may only be presented together with the images and texts of the Client's own databank, so that each Property Address is clearly associated with a represented property (no "list-like" or database-style public access to the data sets as such is permitted).
- (4) The Client, where possible, will attach the following copyright notice, in easily legible type in an appropriate position to every publication of the GIATA GeoCodes, the Property Addresses or the Chain and Group Affiliations: © 2007 - 20xx GIATA GmbH - GIATA MultiCodes.

§ 8 Chain and Group Affiliations module

- (1) The Chain and Group Affiliations module contains a data collection created by GIATA of hotel affiliations to a hotel chain and a group. Chain or Group Affiliations can be retrieved via the GIATA Code.
- (2) GIATA will provide the Client with regular XML updates and new data sets.
- (3) Insofar as the Client has selected the Chain and Group Affiliations module as a service covered by this agreement, they have the right to use the data collection for the following contractual purposes:
- Use for in-house administration/archiving of property data.
 - Use for correspondence with properties.
 - Use within a closed user group (VPN or similar) for internal communication.
 - Use for public access on the Internet in connection with the Client's own property database on the Client's website/URL or within mobile applications; whereby the Chain and Group Affiliations may only be presented together with the images and texts of the Client's own databank, so that each affiliation is clearly associated with a represented property (no "list-like" or database-style public access to the data sets as such is permitted).
- (4) The Client, where possible, will attach the following copyright notice, in easily legible type in an appropriate position to every publication of the GIATA GeoCodes, the Property Addresses or the Chain and Group Affiliations: © 2007 - 20xx GIATA GmbH - GIATA MultiCodes.

§ 9 Limitation and termination of usage rights, copyright notice

- (1) The Client is prohibited from duplicating, distributing or making publicly accessible the GIATA MultiCodes data collection in its entirety or in any part deemed substantial in type or scale, outside of the contractually agreed usage rights, without prejudice to the exceptions provided by law. The Client is in particular prohibited from making the GIATA MultiCodes data collection publicly accessible on the Internet (e.g. presentation on a website) in its entirety or in any substantial part, according to type and scale, or from transferring it to third parties.
- (2) The transferral of usage rights to third parties or the concession of rights in addition to the contractual usage rights is prohibited.
- (3) The usage rights obtained under this agreement are limited to the duration of this contract. Following the expiry of the contract, the Client no longer has the right to continue to use the GIATA MultiCodes data collection and is obliged to delete all data obtained in its entirety.

- (4) The Client is explicitly prohibited from using any data from the GIATA MultiCodes data collection within a reservation system, which is based on a data bank, which is managed by an IT service provider yet used communally and individually tailored to each user, for implementation on their domain.
- (5) The Client undertakes to refrain from disclosing the password provided by GIATA to unauthorised third parties and to protect the password against access by unauthorised third parties. In this respect, the Client undertakes in particular to make the provided password available only to employees who are tasked with the integration of the GIATA MultiCodes data collection and who are bound to a sufficient degree to a confidentiality agreement.

§ 10 Penalty for breach of contract

- (1) For every case of culpable non-compliance with the restrictions stated in § 9 (1) and (2), a penalty for breach of contract will be charged in the sum of €5,000.00 and in the case of culpability for the prohibited continued usage of the MultiCodes data collection following termination of this contract as described in item § 9 (3) and the prohibited use of the data in a database managed by an IT company, as described in § 9 (4), a penalty for breach of contract will be charged in the sum of €20,000.00.
- (2) For every case of culpable violation of the obligations stated in § 9 (5), a contractual penalty of €15,000.00 will be payable to GIATA.
- (3) GIATA reserves the right to provide evidence of and assert a claim for higher damages. The penalty for breach of contract will be calculated in accordance with this context.

§ 11 Payment

- (1) The Client pays a fee to GIATA for the usage of the data, which is based on the total sales turnover from property bookings reported by the Client for the previous year. See Appendix 1 for detailed information regarding the calculation of licence fees.

For assessment purposes at the start of the agreement, the following figure is recorded as the Client's annual sales for the previous year: €

The fees can be paid monthly, quarterly, semi-annually or annually, as per the Client's preference. Please tick the preferred payment period below.

- monthly
- quarterly
- semi-annual
- annual

The licence fees shown are net, excluding the current statutory value added tax of 19% applicable in each case. Fees are payable monthly and in advance.

- (2) Payments start on 1st
- (3) The Client is obligated to provide GIATA with the final sales turnover figures for the completed business year as soon as they are available, and by 1st July of the following year at the latest, by sending an email to fibu@giata.com. If the sales turnover figures of the Client's company have altered such that a new fee

calculation, as shown in Appendix 1, is necessary, the fee schedule for the current contractual year will be altered accordingly and the monthly payments will be raised or lowered. GIATA will issue an invoice for the payment of arrears or refund payment owing as a result of this recalculation. GIATA has the right to offset refund payments against the fees charged to the Client.

If the Client's sales turnover figures exceed the highest turnover range outlined in Appendix 1, GIATA is authorised to offer the Client the opportunity to sign a corporate licence agreement, which includes the price tiers for higher turnover figures. Should the Client fail to sign a corporate licence agreement within seven weeks, GIATA is authorised to charge a monthly usage fee proportional to the reported turnover figures for the following months (e.g. a turnover of €25,000,000 would incur a 25% increase in fees with effect from the following month, based on the prices of the highest tier). Alternatively, GIATA reserves the right to terminate this contract without notice after the acceptance period, should the Client not be able to provide sufficient reasons to suggest this limit will not be exceeded in the future.

The Client ensures that it will provide the necessary information relating to the Client's annual sales. In the case of valid doubts over the accuracy of the information provided, GIATA maintains the right to employ an auditor to carry out a report, to which the Client is required to provide all information necessary for the provision of the payment claim. This audit is to be carried out confidentially and will, in particular, recognise the confidentiality and privacy of any Client information. If the audit attestation differs by 3% or more from the Client's information at the expense of GIATA, the Client will pay GIATA the entire auditing fee plus three times the sum of revenue losses incurred by GIATA as a result of the incorrect information, not exceeding €50,000.00.

- (4) If the Client fails to notify GIATA of its annual turnover figures by the date stated above, GIATA reserves the right to increase the fees, where applicable, to the next level in accordance with Appendix 1.
- (5) The Client authorises GIATA to withdraw the licence fee from their account via direct debit order when due (as per mandate for the SEPA basic debiting process), in accordance with the information provided in Appendix 3.

The Client is asked to check with their bank whether the SEPA scheme is supported. While the Client's bank may be located in a country where the SEPA scheme applies, the bank may not support this service.

- (6) Should the Client not have an account in a country where the SEPA scheme applies, the Client authorises GIATA to charge the licence fees from the credit card given in Appendix 2. In the case of payment by credit card, GIATA will additionally charge the credit card company fee to the Client's account, at a rate of 1.5% of the invoiced amount. The licence fee thus increases by 1.5%.
- (7) The invoice will be sent via email to the Client. The Client confirms that the owner of the following email address is responsible for reviewing and, where required, authorising payments in relation to this agreement.

First name(s) and surname:

Email address:

Telephone No.:

The Client will immediately communicate any changes to this email address to GIATA via fibu@giata.com.

§ 12 Minimum duration and termination

- (1) The minimum duration of this agreement is two years and begins on receipt of the first invoice from GIATA. The contract is extended for an additional year at a time if it is not terminated with a minimum of 6 months' notice before the end of the contract duration. The right to terminate the contract for good cause remains unaffected.
- (2) Notice of termination must be given in writing. The termination is only effective if it contains the Client's written confirmation that no data from the MultiCodes data collection (either GIATA Codes, Supplier and Tour Operator Codes, GeoCodes, Property Addresses or Chain and Group Affiliations) will be used or stored following expiry of the contract. Clients are reminded of the penalties for breach of contract according to § 10 in the case of continued use of data.

§ 13 Changes to conditions

GIATA reserves the right to change and adapt the terms and conditions of this agreement during the term of the contract. GIATA will inform the Client of the amended conditions and in particular will point out the new clauses applicable. GIATA will allow the Client a reasonable time period to decide whether they accept the amended terms for the further use of services. If no declaration is received by this deadline, the amended terms will be considered accepted. GIATA will explicitly inform the Client of this legal consequence at the beginning of the time limit. If the Client objects to the changes to these conditions, the conditions of the contract continue to apply unchanged. In this case, GIATA reserves the right to terminate the contract of usage within the contractual notice period.

§ 14 Tax liability for value added tax

Should the Client's business headquarters be abroad, i.e. outside Germany, the Client is legally required to register the value added tax with their relevant tax office. In this case, the invoicing of the Client by GIATA for the value added tax as described in § 11 will be omitted. Clients within the European Union are required to provide GIATA with their current value added tax identification number and notify GIATA of the new value added tax identification number in the case of any changes.

§ 15 Final clauses

- (1) This agreement shall be governed exclusively by German law to the exclusion of the international private law and the UN Convention on Contracts for the International Sale of Goods, with the exception of the fields of copyright and intellectual property rights.
- (2) Divergent agreements or sub-agreements are only valid if confirmed in writing. The same applies for waivers of this requirement.
- (3) In cases where individual conditions of this agreement are or become null and void, the validity of the remaining conditions remains unaffected.
- (4) In cases where the Client has no general court of jurisdiction in the Federal Republic of Germany, or the Client is a merchant, a legal entity under public law or separate estate under public law, Berlin is the exclusive place of jurisdiction (registered office

of the branch). GIATA can also bring an action against the Client at his/her general place of jurisdiction.

Notice regarding the risk of erroneous data

GIATA reminds the Client that in accordance with the terms of § 2 (2) of this agreement, he/she accepts the risk that individual data can be erroneous as a result of negligent matching. In such a case, the Client exempts GIATA of any liability for resulting damages that may be caused by erroneous data. The exemption of liability also includes damages resulting from grossly negligent matching errors.

GIATA is nevertheless obliged to immediately correct any errors that they are informed of in writing to mappings@giata.com.

Authorisation of additional data matching service and liability exemption

If you wish to avail of this service, please tick the box before signing the contract declaration:

- The Client authorises GIATA to carry out the additional data matching service in accordance with § 3 of this agreement. GIATA will conduct this service free of charge and endeavour to carry out accurate data matching. In return, the Client is obliged to exempt GIATA from any liability for possible damages arising from the erroneous matching of data. This liability exemption also includes grossly negligent actions in the case of data matching.

Within the context of this commission, GIATA is also obliged to immediately correct any errors that it is informed of in writing via mappings@giata.com

City, date, signature (Client)

City, date, signature (GIATA)

Print name, position, company stamp

Print name, position, company stamp

APPENDIX 1: Calculation of monthly licence fees

Annual sales turnover of the company (regarding property bookings): < €5,000,000

Please select the modules you wish to license:

<input type="checkbox"/> GIATA Codes	EUR	199.00 per month
<input type="checkbox"/> Supplier and Tour Operator Codes	EUR	369.00 per month
<input type="checkbox"/> GeoCodes	EUR	59.00 per month
<input type="checkbox"/> Property Addresses	EUR	59.00 per month
<input type="checkbox"/> Chain and Group Affiliations	EUR	49.00 per month

In total: EUR per month

Annual sales turnover of the company (regarding property bookings): > €5,000,000 < €10,000,000

Please tick the modules you wish to license:

<input type="checkbox"/> GIATA Codes	EUR	299.00 per month
<input type="checkbox"/> Supplier and Tour Operator Codes	EUR	409.00 per month
<input type="checkbox"/> GeoCodes	EUR	69.00 per month
<input type="checkbox"/> Property Addresses	EUR	69.00 per month
<input type="checkbox"/> Chain and Group Affiliations	EUR	59.00 per month

In total: EUR per month

Annual sales turnover of the company (regarding property bookings): > €10,000,000 < €20,000,000

Please tick the modules you wish to license:

<input type="checkbox"/> GIATA Codes	EUR	399.00 per month
<input type="checkbox"/> Supplier and Tour Operator Codes	EUR	499.00 per month
<input type="checkbox"/> GeoCodes	EUR	79.00 per month
<input type="checkbox"/> Property Addresses	EUR	79.00 per month
<input type="checkbox"/> Chain and Group Affiliations	EUR	69.00 per month

In total: EUR per month

APPENDIX 2: Credit Card Payments for the MultiCodes licence fee

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

Name of cardholder	----- Card number (16-digit)
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 (please tick)	_____ Cardholder's signature

If paying by credit card GIATA must additionally charge the Client the credit card company fee of 1.5% of the applicable licence fee. As such, the licence fee increases by 1.5%.

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

APPENDIX 3: 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 - Gesellschaft zur Entwicklung und Vermarktung interaktiver Tourismusanwendungen GmbH.

Note:

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

Important Notice:

Return of the direct debit mandate is only valid in its original form. Return via fax or email is not legally binding.

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

Name of the payer (account holder):*	
Address of the payer (account holder):*	
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 payment recipient (see above) will inform me/us of the proceedings for collection.