GIATA Multilingual Hotel Guide – Licence (XML)

Licence for online travel agencies / travel portals

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

and

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

have entered into the following

Licence Agreement

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1. Subject and scope of the Licence Agreement

a. The scope of this licence is limited to the use of the licensed products on the client's websites or applications for the purpose of generating hotel bookings.

b. The licensed product, GIATA Multilingual Hotel Guide (from here on referred to as MHG), is a data collection that comprises of multilingual hotel texts with accompanying images (if available) and underlying fact sheets, which support the dynamic creation of the multilingual hotel texts. The fact sheets consist of a list of defined attributes that describe the features, amenities facilities and location of a hotel through a structured set of defined keywords.

The supporting fact sheets are continually maintained by GIATA, provided and insofar as GIATA, is made aware of changes of facts, receipt of new images or through modification requests that necessitate amendments to the facts about the property. In addition, from time to time GIATA will add synonyms to the data collection to reflect different terms that describe the attributes plus expand the fact sheets to contain additional attributes and the inclusion of new text blocks in response to market and client requirements. The addition of new attributes and text blocks will include the automated creation of multilingual hotel texts to reflect the additional attributes and text blocks.

c. Whilst GIATA will endeavour to ensure that the content of any fact sheets is accurate, GIATA does not take responsibility for the information provided in the fact sheets, which form the basis for the hotel texts, and is, therefore, not liable for eventual inaccuracies or deviations of facts

that have been ascertained. With regards to database content, GIATA only ensures to take care of the compilation and correct assignment of image and text data, the correction of inaccuracies and any amendments it receives in respect of the factual information.

d. The MHG data collection may be stored by the client and can be integrated into the client's own applications, websites or mobile applications, including using the MHG data collection to research and segment its portfolio of properties.

e. GIATA provides the client with password-protected access to the MHG XML based web service, which will enable the client to retrieve from the supporting MHG data collection the relevant MHG content to support their applications.

2. Granting of rights (licence)

a. GIATA grants the client the basic right, limited to the duration of this agreement, to use images, multilingual hotel texts and fact sheets from the MHG data collection according to the terms of this contract. The right of usage includes the right to download and save ("mirror") the MHG data collection within the client´s own databases or cache. Furthermore, the right of usage includes the right to utilise the MHG data collection for the purpose of supporting hotel bookings through the client's public facing websites, mobile applications and client's desktop applications.

b. Without prejudice to any exceptional statutory provision, all uses of the MHG data collection, which exceed the contractually agreed use, are prohibited. In particular, the following are prohibited:

    I.   the extraction of the whole or any considerable part of the MHG data collection and its temporary or permanent reproduction by any means and in any form, with the exception of reproduction activities necessary for contractual use;

    II.   the reproduction of, dissemination of or making publically available individual copyright-protected images and texts from the MHG data collection (e.g. for brochures, advertising banners, etc.).

    III.   the transfer of user rights to third parties without written permission from GIATA.

    IV.   the sublicensing of the MHG data collection or any relevant part of it to a third party.

c. GIATA reserves the right to prosecute under civil and criminal law any violation of its rights of use as defined within this agreement.

3. Obligations of the client

a. To ensure a higher reliability of hotel texts, the client will be obliged to report to GIATA, using GIATA's forthcoming pre-assigned modification request form, any eventual complaints that are a result of inaccurate hotel texts, as well as any eventual inaccuracies of texts or images that they have been made aware of. The client will submit modification requests with a shorthand description and the relevant GIATA code to descriptions@giata.com. GIATA will promptly check and, if necessary, correct inaccuracies in texts based on the modification requests received from clients.

b. On conclusion of the agreement, GIATA will issue the client an XML user ID and password. The client is obliged to keep this login data safe and not to divulge it to any third party.

c. The client is obliged to continually update the MHG by caching the current texts and images preferably by using the „changedSince" functionality on a daily basis. Where clients choose to download the full database or utilise the „changedSince" functionality in intervals of less than 60 minutes or greater than 48 hours, GIATA reserves the right to notify the client should the use of the functionality, in GIATA's opinion, being deemed to be used excessively or is causing data traffic or performance issues. In such cases, GIATA holds the right to limit access.

d. The client is required to add the following appendix in reference to each displayed hotel description tion originating from the MHG data collection: "Copyright GIATA 2015-X, client ref. XX [X = current year, XX = GIATA client number]" or "©GIATA 2015-X, client ref. XX [X = current year, XX = GIATA client number]". The client reference number will be provided after registration of the client`s signed agreement.

a. GIATA holds the right to limit access to the MHG data collection if, after verifying the final integration, the data has not been integrated in line with this agreement or the integration is altered so that the use of data is no longer in line with this agreement.

4. Payment, obligations and billing

a. The client pays a fee to GIATA for the usage of the MHG data collection, which is based on the client's total sales turnover from hotel bookings or the total number of hotel bookings reported by the client for the previous business year and the number of languages selected. See Appendix 1 for detailed information regarding the calculation of licence fees.

    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

b. The licencing fees are given net, excluding the statutory value added tax of currently 19% applicable in each case. Unless otherwise agreed, fees are to be paid monthly and in advance.

c. For assessment purposes at the start of the agreement, the client's annual turnover or annual number of bookings for the previous business year shall be recorded whichever results in the lower monthly flat fee as per Appendix 1.

    Annual turnover for last business year: ………

    Annual amount of hotel bookings for last business year: …………..

d. The client is obligated to provide GIATA with the annual turnover or hotel booking figures which form the basis of the monthly license fee for each completed business year as provided in 4. c. as soon as they are available, and by 30th June of the following year at the latest, by sending an email to fibu@giata.com.

e. If the client's annual turnover or hotel booking figures have altered so 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.

f. If the client fails to notify GIATA of its annual turnover or annual amount of bookings by the date above, GIATA reserves the right to increase the fees, where applicable, to the next level in accordance with Appendix 1.

g. The client can select any number of languages as listed in Schedule 1 and submit the Schedule with the contract. The client may increase the number of languages at any time by submitting a revised and signed Schedule 1 to their account manager or to sales@giata.com whereby the monthly fee will be increased in accordance with Appendix 1.

h. The client can commission GIATA with the one-time assignment of a GIATA hotel ID to the client's own properties. In this case GIATA will submit an offer to the client for an assignment fee that corresponds to the volume of work. Continuous mappings or access to additional supplier properties should be covered by a separate license for GIATA MultiCodes.

5. Payment methods

a. For the services detailed in sections 1 to 2, the client pays GIATA a total licence fee according to § 4. The client permits GIATA to collect licence fees when due from their bank account by direct debit (SEPA direct debit mandate) in accordance with contract Appendix 2. 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 contract Appendix 3. 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%.

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

First name and surname:...

Email address (generic email address preferred):……………………………….................................

Telephone: …………………………………...

The client will inform GIATA immediately of any changes to the email address at fibu@giata.com.

c. The contract validity and related payments start ……

6. Contractual penalty / Right to withhold services by GIATA

a. The client ensures that it will provide the necessary information relating to the client's annual turnover or figures in respect of hotel bookings excluding cancelled bookings to the best of its knowledge and is liable for the mathematical accuracy of the information. 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 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 EUR 50,000.

b. If the client fails to include the required copyright note as outlined in 3.d., a penalty for each culpable breach of this obligation will be charged to the sum of € 5,000.00.

7. Duration and termination

a. The minimum duration of this contract is two years, thereafter the duration of the contract extends itself by one year if the client does not cancel the contract with a three-month notice period before it is due to end. The right to terminate the contract for good cause remains unaffected.

b. The termination must be given in writing.

c. The usage rights obtained under this agreement are limited to the duration of this contract. Following the expiry of the contract, the client and the client`s customers no longer have the right to continue to use the GIATA MHG data collection and are obliged to delete all data obtained in its entirety.

8. Final clauses

a. 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.

b. 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.

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

d. If the client is a merchant or has no general court of jurisdiction in the Federal Republic of Germany, Berlin is the exclusive place of jurisdiction. GIATA may also bring action against the client in their common court of jurisdiction.

Berlin,

_____   _____

City, date, signature (Client)   City, date, signature (GIATA)

_____   _____

Print name, position, company stamp   Print name, position, company stamp

Schedule 1: Required Languages

The client can choose between the following languages. Please cross the required languages:

☐ English	☐ Turkish
☐ German	☐ Dutch
☐ French	☐ Polish
☐ Russian	☐ Bulgarian
☐ Spanish	☐ Chinese
☐ Portuguese	☐ Japanese
☐ Italian	☐ Arabic
☐ Czech	☐ Swedish
☐ Greek	☐ Hungarian
☐ Romanian	

The client can select any number of languages as listed in Schedule 1 and submit the Schedule with the contract. The client may increase the number of languages at any time by submitting a revised and signed Schedule 1 to their account manager or to sales@giata.com whereby the monthly fee will be increased in accordance with Appendix 1.

Each time a new language is added to GIATA's Multilingual Hotel Guide data collection, clients will be notified and will be sent an updated Schedule 1, should they wish to take advantage of the new language. When completing a revised Schedule, all existing languages should be included in the revised schedule.

_____

City, date, signature (Client)

_____

Print name, position, company stamp

APPENDIX 1: Monthly Fees for the use of the GIATA Multilingual Hotel Guide

Annual business volume of the company in Euros (regarding hotel bookings):
0 – 5,000,000 (up to 41,500 bookings)

	Lang 1	Lang 2	Lang 3	Lang 4	Lang 5	Lang 6	Lang 7	Lang 8	Add. Lang
	Fee	plus	plus	plus	plus	plus	plus	plus	plus
Fee per lang.:	99	74	56	42	31	23	18	13	13
Monthly total:	99	173	229	271	302	325	343	356	

Annual business volume of the company in Euros (regarding hotel bookings):
5,000,000 – 10,000,000 (up to 83,000 bookings)

	Lang 1	Lang 2	Lang 3	Lang 4	Lang 5	Lang 6	Lang 7	Lang 8	Add. Lang
	Fee	plus	plus	plus	plus	plus	plus	plus	plus
Fee per lang.:	289	217	163	122	91	69	51	39	39
Monthly total:	289	506	669	791	882	951	1.002	1.041	

Annual business volume of the company in Euros (regarding hotel bookings):
10,000,000 – 20,000,000 (up to 166,500 bookings)

	Lang 1	Lang 2	Lang 3	Lang 4	Lang 5	Lang 6	Lang 7	Lang 8	Add. Lang
	Fee	plus	plus	plus	plus	plus	plus	plus	plus
Fee per lang.:	569	427	320	240	180	135	101	76	76
Monthly total:	569	996	1.316	1.556	1.736	1.871	1.972	2.048	

Annual business volume of the company in Euros (regarding hotel bookings):
20,000,000 – 30,000,000 (up to 250,000 bookings)

	Lang 1	Lang 2	Lang 3	Lang 4	Lang 5	Lang 6	Lang 7	Lang 8	Add. Lang
	Fee	plus	plus	plus	plus	plus	plus	plus	plus
Fee per lang.:	929	697	523	392	294	220	165	124	124
Monthly total:	929	1.626	2.149	2.541	2.835	3.055	3.220	3.344	

Annual business volume of the company in Euros (regarding hotel bookings):
30,000,000 – 40,000,000 (up to 333,000 bookings)

	Lang 1	Lang 2	Lang 3	Lang 4	Lang 5	Lang 6	Lang 7	Lang 8	Add. Lang
	Fee	plus	plus	plus	plus	plus	plus	plus	plus
Fee per lang.:	1.199	899	674	506	379	285	213	160	160
Monthly total:	1.199	2.098	2.772	3.278	3.657	3.942	4.155	4.315	

Annual business volume of the company in Euros (regarding hotel bookings):
40,000,000 – 50,000,000 (up to 416,500 bookings)

	Lang 1	Lang 2	Lang 3	Lang 4	Lang 5	Lang 6	Lang 7	Lang 8	Add. Lang
	Fee	plus	plus	plus	plus	plus	plus	plus	plus
Fee per lang.:	1.499	1.124	843	632	474	356	267	200	200
Monthly total:	1.499	2.623	3.466	4.098	4.572	4.928	5.195	5.395	

Please refer to your account manager or sales@giata.com if your business volume figures are higher.

APPENDIX 2: Granting a mandate for the SEPA Core Direct Debit Scheme

<table>
<tr><td colspan="2">Name of the payment recipient:
GIATA GmbH - Gesellschaft zur Entwicklung und Vermarktung interaktiver Tourismusan-
wendungen GmbH</td></tr>
<tr><td>Address of the payment recipient:
Schlesische Str. 26
10997 Berlin
Germany</td><td>Please note:
A direct debit mandate is only valid in the original contract. Delivery by fax or email is not legally binding.</td></tr>
<tr><td colspan="2">Creditor identification number: DE69ZZZ00000020261</td></tr>
<tr><td colspan="2">Mandate reference number is the client number / product: (will be delivered separately)</td></tr>
</table>

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

<table>
<tr><td colspan="2">Payment method:</td></tr>
<tr><td>[X] Recurrent payments</td><td>[ ] Single payment</td></tr>
</table>

<table>
<tr><td colspan="2">Name of the payer (account holder):*</td></tr>
<tr><td colspan="2">Address of the payer:*</td></tr>
<tr><td>IBAN:*</td><td>BIC:*</td></tr>
<tr><td>City:*</td><td>Date:*</td></tr>
<tr><td colspan="2">Signature(s) of the payer(s) (account holder)*:</td></tr>
</table>

*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 3: 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)**
O MasterCard O Visa O American Express O 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