

**GIATA Drive – License Agreement**

Licence for Individual Hotels

<b>Customer/hotel</b>	<b>represented by</b>
Street	Postcode/Town/Country
Telephone	Legal form
Fax	VAT number
URL (Corporate URL)	Email

and

**GIATA GmbH (GIATA)**  
**represented by the managing directors Andreas Posmeck and Michael Rehs**  
**Schlesische Str. 26, 10997 Berlin, Germany**

hereby enter into the following

Licence Agreement
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**§ 1 Object of Agreement**

- 1) GIATA Drive enables the Client to digitally upload, centrally manage and easily distribute digital hotel content (including general hotel information such as name, category, address as well as images with image tags, amenities, geo-code, COVID hygiene measures, multilingual descriptions, GIATA ID etc.) on GIATA's 21,500 tourism distribution channels in over 70 countries, including OTAs, search engines, metacrawlers, airlines, CRS/GDS, tour operators and travel agencies in particular.
- 2) In addition, GIATA makes an individual website available to the hotel at its own Drive URL, also known as an Open Content Link (e.g. <https://myhotel.giatamedia.com/1213896>). This website displays the entire aforementioned hotel content in a neat presentation that can be made available to third parties (e.g. to persons that do not obtain their data from GIATA) via XML, JSON or in a ZIP file. The Client is authorised to use the Open Content Link made available by GIATA within any marketing material or correspondence (e.g. in its e-mail footer). The data can also be used at any time as a source of data for the hotel's own website. The hotel will therefore have a central data repository for all hotel data that is of relevance to sales and that is available at any time worldwide and in multiple languages.
- 3) Upon conclusion and for the term of this Agreement, the Client acquires a single, non-transferable right of use to the hotel content prepared by GIATA on Drive. This right entitles the Client to duplicate the hotel content for use in its own media and to make it available, by means of the Open Content Link provided, to third parties worldwide (e.g. its own customers and business partners) and in multiple languages.
- 4) Moreover, the functions of GIATA Drive include automated push distribution of the hotel content on GIATA's 21,500 tourism distribution channels as well as via GIATA's partner IcePortal.
- 5) Changes to the Hotel Fact Sheet can be made online, by sending an email to [hotels@giata.com](mailto:hotels@giata.com) or by calling +49 30 420 265 55 (Monday to Friday between 9 am and 5 pm, UTC+1).

## § 2 Fees and Payments

- 1) The Client pays for GIATA Drive a one-time set-up fee of €159.00 that is due in advance and a monthly licence fee according to Schedule 1. The license fee depends on the size of the hotel as stated by the Client (i.e. the total number of available hotel rooms) and the number of selected languages. It is payable annually in advance.
- 2) The license fee is a net fee plus the respective valid statutory value added tax of currently 19%. In the event that any retentions for bank charges, fees, (withholding) taxes from local, national or supranational authorities or entities or other deductions ("Deductions") are made from the license fees payable, the license fee payable shall be increased by the amount of the respective deduction, so that the remaining amount which GIATA receives corresponds to the agreed license fee. This applies regardless of who is, under the respective applicable law, the debtor or obligor of the retention or payment of such Deductions.
- 3) The license fee is payable for the first time on 01/.../ 20....
- 4) The Client authorises GIATA to withdraw the licence fee from its account via direct debit order when due (as per mandate for the SEPA basic debiting process), in accordance with the information provided in Appendix 1.
- 5) 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 fee to the credit card given in Appendix 2. In the case of payment by credit card, GIATA will additionally charge the credit card company fees to the Client's account, at a rate of 1.9% of the invoiced amount. The respective license fee will therefore increase by 1.9%.
- 7) The invoice will be sent to the Client by email. 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: .....

Phone number: .....

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

## § 3 Minimum Term and Termination

- (1) The minimum term of this Agreement is two years and begins with the first invoice from GIATA. The Agreement is extended for an additional year in each case if it is not terminated with a minimum of 3 months' notice before the end of the contractual term.
- (2) The right to terminate the Agreement for good cause remains unaffected.
- (3) Notice of termination must be given in writing. The termination is only effective if it contains the Client's written confirmation that no data provided by GIATA will be used or stored following expiry of the contract.

## § 4 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.

### § 5 VAT Liability

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 § 2 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.

### § 6 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.

\_\_\_\_\_  
City, date, signature

\_\_\_\_\_  
City, date, signature

\_\_\_\_\_  
Name, position in capital letters (Client)

\_\_\_\_\_  
Name, position in capital letters (GIATA)

### Schedule 1: Monthly Licence Fee (for Individual Hotels)

Please select one of the three options to calculate the monthly license fee:

Drive Options	Total number of rooms: 1–20	Total number of rooms: 21–50	Total number of rooms: 51–100	Total number of rooms: 101–500	Total number of rooms: >500
<input type="checkbox"/> <b>Option 1:</b> GIATA Drive including one language* and content distribution services	€30	€35	€40	€45	€50
<input type="checkbox"/> <b>Option 2:</b> GIATA Drive including up to ten languages* and content distribution services	€40	€45	€50	€55	€60
<input type="checkbox"/> <b>Option 3:</b> GIATA Drive including all 24 languages and content distribution services	€45	€50	€55	€60	€65

\* please tick for language selection

**Language selection:** please tick the language(s) for which you wish to acquire a license (Options 1 or 2 only):

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> Arabic                | <input type="checkbox"/> Greek      |
| <input type="checkbox"/> Bulgarian             | <input type="checkbox"/> Hungarian  |
| <input type="checkbox"/> Chinese (Simplified)  | <input type="checkbox"/> Italian    |
| <input type="checkbox"/> Chinese (Traditional) | <input type="checkbox"/> Japanese   |
| <input type="checkbox"/> Czech                 | <input type="checkbox"/> Norwegian  |
| <input type="checkbox"/> Danish                | <input type="checkbox"/> Polish     |
| <input type="checkbox"/> Dutch                 | <input type="checkbox"/> Portuguese |
| <input type="checkbox"/> English (EN-GB)       | <input type="checkbox"/> Romanian   |
| <input type="checkbox"/> English (EN-US)       | <input type="checkbox"/> Russian    |
| <input type="checkbox"/> Finnish               | <input type="checkbox"/> Spanish    |
| <input type="checkbox"/> French                | <input type="checkbox"/> Swedish    |
| <input type="checkbox"/> German                | <input type="checkbox"/> Turkish    |

**Calculation of the monthly licence fee:**

Total number of rooms	
Monthly licence fee according to Schedule 1	

## APPENDIX 1: Granting a Mandate for the SEPA Core Direct Debit Scheme (GIATA Drive)

<b>Name of the payment recipient:</b> GIATA GmbH - Gesellschaft zur Entwicklung und Vermarktung interaktiver Tourismusanwendungen GmbH	
<b>Address of the payment recipient:</b> Schlesische Straße 26 10997 Berlin Germany	<b>Please note:</b> This original mandate must be returned. Mandates that are returned by fax or email are not legally binding.
<b>Creditor identification number: DE69ZZZ00000020261</b>	
<b>Mandate reference number is your client number/product</b> (will be communicated 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:

The direct debit mandate is only valid if returned in the original. Mandates that are returned by fax or email are not legally binding.

<b>Name of the payer (account holder): *</b>	
<b>Address of the payer (account holder): *</b>	
<b>IBAN: *</b>	<b>BIC: *</b>
<b>Place: *</b>	<b>Date: *</b>
<b>Signature(s) of the payer (account holder): *</b>	

**\*Please complete the mandatory fields!**

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

**APPENDIX 2: Credit Card Payments (GIATA Drive)**

<b>Name of the cardholder</b>	_____ <b>Card no. (16 digits)</b>
<b>Valid until</b>	<b>CVC/CVV code (security number)</b>
<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> JCB <b>Credit card type (please check)</b>	_____ <b>Cardholder signature</b>

In the case of payment by credit card, GIATA will additionally charge the credit card company fees to the Client's account, at a rate of 1.9% of the invoiced amount. The respective license fee will therefore increase by 1.9%.

Please note that in the interests of safety reasons and in accordance with our Privacy Policy and the international safety standards of the credit card industry (PCI DSS), we unfortunately cannot accept this data via email. Therefore, please forward your payment information via fax to: +49 (30) 420 265 19.

\_\_\_\_\_  
 City, date

\_\_\_\_\_  
 Signature (Client)

\_\_\_\_\_  
 Name, position in capital letters