

GIATA CatPad Licence

Client	represented by
Street	Postcode / City / Country
Telephone	VAT number
Fax	
URL	Email

and the providers:

**GIATA GmbH, represented by the management,
Schlesische Str. 26, 10997 Berlin, Germany and
Tourias Mobile GmbH, represented by the management,
Sedanstr. 27, 97082 Würzburg**

(Each of the two providers is individually authorised to make contractual declarations of intent)

enter into the following

Licence Agreement

1. Preconditions for Concluding the Licence Agreement

The precondition for using GIATA CatPad is a valid licence for the GIATA Internet Hotel Guide (IHG). In addition, in order to enable the full functionality of GIATA CatPad, it is necessary to have an IBE (Traffics, Travel-tainment, Travel-IT, others on request) integrated into the client's website, to which booking links can be made from tour operators' offers.

2. Subject of the Agreement

- a. The providers create a mobile device application (henceforth referred to as CPA = CatPad application) for the client, in which the travel catalogues of German and international tour operators (at present approx. 1,000) can be displayed. Thereby the scope and appearance of the catalogues corresponds to a large extent to the content of the GIATA Flip-Cat application and is based on the PDF files of the original travel catalogues delivered to GIATA by the tour operators. The providers adapt the PDFs to enable optimal presentation on mobile devices. The providers assume no responsibility or liability for their accuracy; furthermore it cannot be guaranteed that all the catalogues contained in GIATA Flip-Cat will appear in the CPA.
- b. The client has the possibility to commission the providers to create their own customised CPA.

For this the providers charge a one-off setup fee of EUR 1,899.00. This includes

- the creation of the app,
- uploading to the Apple AppStore
- branding according to the wishes of client for the start screen (background image), as well as the customisation of headers and footers (logo and colour customisation)

The client delivers suitable artwork (logos, graphics) as well as colour values if the CPA is to be customised for the client's brand. The waiving of customised branding has no influence on the setup fee.

- c. The CPA supports the display of the aforementioned catalogues in a so-called app for the Apple iPad. Further mobile devices (Apple iPhone, smartphones and tablet PCs from other manufacturers) are presently (as of September 2010) not supported, however the providers will be able to extend the availability to further devices in the future, as well as make the CPA available in application platforms other than the Apple App Store. The client has no claim to demand this; a list of the available devices and application platforms can be requested from the providers. All of the services described in this contract relate to the CPA for the Apple iPad as well as to the publication of this in the Apple App Store. These services do not apply to other mobile devices nor to the publication on other application platforms.
- d. Apple iPad users can download the CPA from the Apple App Store. The client receives a link which directs users to the CPA in the iTunes/Apple App Store. This can be propagated at the user's discretion (website, mail outs etc.)
- e. The CPA can be pre-filled with catalogues according to the wishes of the client, and can also be additionally loaded by the user. Alterations to the pre-filled data are possible via an App update (generally when the catalogue changes twice a year). The user receives a search function in addition to thumbnails of the catalogue covers, so that searches for a specific travel destination or tour operator return suitable catalogues for download. When selecting the catalogues/tour operators available for pre-filling or for download by users, the CPA takes the entries in the admin section of the client's IHG account as the default values.
- f. In order to reach certain pages within a catalogue loaded in the CPA, users are able to use the integrated table of contents and various search functions, to browse the catalogue and enlarge selected pages or sections. In addition - so long as a link to corresponding offers in the client's IBE is available - user can go to a relevant website within the CPA. For this purpose the client will inform the providers of their IBE link system.
- g. CPA Pro: In the CPA Pro version the user has the possibility to provide information about the desired travel dates, the number of travelling adults/children as well as the desired departure airport when accessing the catalogue. On this basis - so long as the iPad is connected to the Internet at this point in time - availability and prices are researched and - as far as vacancies are found - this information is shown in the title bar of catalogue pages accessed by the user. This can be used to link directly from the app to a corresponding online offer or booking procedure. The availability of this function cannot be guaranteed for all catalogues. The displayed package tour prices are based on information from a German IBE provider and are valid for many German and some foreign departure airports. The Pro version and the functions contained within it are available to the client as free optional extras and have no bearing on the charges in § 5.

3. Transfer of Rights

- a. The providers grant the client the simple right, limited to the duration of this agreement and spatially unlimited, to use the GIATA CPA according to the terms of this agreement. The right of usage includes the right to allow CPA users access to the information contained in the catalogues.
- b. Without prejudice to any exceptional statutory provision, all uses of the CPA which exceed the contractually agreed use are prohibited.

In particular the following are prohibited:
 - any further use of the CPA through its being made available via media other than the Apple App Store (insofar as this is not done by the providers)
 - the extraction of the whole or any considerable part of the content of the CPA and its temporary or permanent reproduction by any means and in any form, with the exception of reproduction activities necessary for contractually accordant use;
- c. The transferral of the rights of use to third parties and the concession of rights of use, including the issuing of sub-licences, is not permitted.
- d. The providers reserve the right to prosecute under civil or criminal law any violation of their rights of use.
- e. The client acquires no rights to the CPA as a software application apart from the above mentioned rights of use. In particular they have no claim to the publication of code or its components.

5. Payment and Invoicing

- a. For the provision and contractually agreed use of the CPA the client pays the providers a monthly fee of

Licence scope/flat rate up to ... viewed catalogue pages/month	Net price in Euro	Amount
125,000	289.00 €	
250,000	569.00 €	
500,000	1,039.00 €	
1,500,000	1,799.00 €	
3,000,000	3,039.00 €	
5,000,000	4,419.00 €	
7,000,000	5,799.00 €	

plus statutory VAT, currently 19%. The determination of the number of catalogue pages viewed is done by GIATA. GIATA issues an invoice before the 15th of the month following the month to be invoiced.

- b. The figures are calculated according to the sum of catalogue pages contained in the pre-filled and loaded catalogues and are determined by the providers.

6. Method of Payment

The client authorises the providers to charge the licence fee to its account when payable

Account holder	Account no.
Sort code	Bank

via direct debit, in accordance with the information provided in Appendix 1.

7. Contract Duration / Right to Extraordinary Termination

- a. Notwithstanding the relevant General Terms and Conditions, the minimum duration of this agreement is three years. Once this three-year period is over a 12-month period of notice applies. In accordance with § 1 par. 1, the contract is automatically terminated in any case when the licence contract for the GIATA Internet Hotel Guide (IHG) expires. The minimum contract period of three years is based on the calculation of costs, which only allow for the economical package fee mentioned under § 5 with an appropriate contract duration.
- b. The client is entitled to an extraordinary termination right within the first three months after signing the contract. The extraordinary termination right can be exercised in writing to the providers at any time within the first three months after signing the contract. In case of the extraordinary termination of the contract, the contract ends three months after signing of the contract (the day the final party signed). The client receives the entire sum of licence fees paid up until that point reimbursed by the providers. The extraordinary termination right is not applicable if the client has already licensed a CPA before and has ended it by means of their extraordinary termination right.
- c. The costs incurred in the creation of a customised application for the client (see §2f) are deducted from the reimbursed amount.

8. General Terms and Conditions

- a. GIATA's General Terms and Conditions, which can be found at <http://www.giata.de/en/general-terms-and-conditions>, also apply, in addition to the terms of this agreement. By signing this agreement, the client confirms that they understand and accept the said terms and conditions. On request the client may receive these General Terms and Conditions by email.
- b. The providers reserve the right to alter and adapt the conditions of this agreement during its contractual validity, for example, in order to extend or limit the range of services or to add services for which additional charges apply. The providers will inform the client of any amended conditions, clearly indicating the new regulations that apply. Additionally, the providers will allow the client a reasonable period of time to decide whether to accept the amended conditions for the further use of services. If no statement is made during this time period, the changed terms and conditions are considered agreed upon. The providers will expressly inform the client of any legal consequences at the beginning of the time period. Should the client decline the new conditions, the conditions of this contract remain unchanged. However, within two weeks of receiving any objection, the providers are entitled to prematurely cancel the licence, which then expires 3 months later (from submission of cancellation to the client).

9. Final Clauses

- a. This agreement is governed exclusively by the laws of the Federal Republic of Germany, excluding international civil 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 has no general court of jurisdiction in the Federal Republic of Germany, or the client is a merchant, GIATA's head office is the exclusive place of jurisdiction. GIATA can also take an action against the client at his/her general place of jurisdiction.

(Place, date)

(Place, date)

(For the providers)

(Client)

Appendix 1

(only to be filled out by clients with a bank account in the Federal Republic of Germany)

BANK DIRECT DEBIT

Appendix to the Licence Agreement for the use of the GIATA CatPad licence:

Direct debit order

To the bank

(Bank)

(Street) (house number)

(Postcode, city)

I/we* hereby grant the company **GIATA mbH** (account no: 1176111, sort code 520 503 53, Kasseler Sparkasse) the revocable right to withdraw funds for services performed by

GIATA mbH - Company for the Development and Marketing of Interactive Tourism Applications mbH (GIATA mbH)

from my/our* account.

Account holder: _____

Account number: _____

Sort code: _____

Bank: _____

Direct debits will only be made in full, part payments will not be made.

Place, date

Signature(s) and company stamp

Name of signatory
in block letters

* please cross out where not applicable