

GIATA Clips
Supplementary Licence Agreement for the
GIATA HOTEL GUIDE (HTML/XML)

Travel Agency (Client)	Represented by
Street	Postcode / City
Telephone	VAT Tax Identification Number
Fax	
URL	Email

and

**GIATA mbH, represented by the company directors, Remzi Aru and Andreas Posmeck,
Schlesische Strasse 26, 10997 Berlin**

enter into the following

Supplementary Licence Agreement

0. Preamble

The client is entitled to use of the GIATA HOTEL GUIDE (Internet version) based on the existing **GIATA HOTEL GUIDE - licence for travel agencies (HTML/XML) contract**, called the IHG licence below, between the two parties.

GIATA Clips is the name of a collection of presentation files about hotels and their hotel surroundings (clips), which resemble hotel videos through a sequence of photos, each with changing details and zoom levels, accompanied by spoken commentary and music. The exact functions of GIATA clips can be found under the product information, which is accessible on the website www.giata.de. GIATA Clips is an extension of the GIATA HOTEL GUIDE Internet database. On the basis of the existing IHG licence, the client can extend his/her existing right of use to include GIATA Clips. This extension of contract is specified in the supplementary licence that follows.

1. Purpose of the Supplementary Licence, Contractual Terms of Use

- (1) The purpose of the supplementary licence is to grant the client the right to use the GIATA Clips data pool.
- (2) In so far as nothing in these terms of use represents an anomaly, the regulations of the IHG licence hold full sway.
- (3) GIATA reserves the right to alter and adapt the conditions of this supplementary licence during the contractual relationship, for example, in order to extend or limit the range of services, or to add services, for which additional charges apply. GIATA will provide the client with details of any changes and revisions to the terms and conditions. Additionally, GIATA will grant the client an adequate time period to state whether he/she accepts the changed terms and conditions and wishes to continue to avail his- or herself of GIATA's services. If no statement is made during this time period, the changed terms and conditions are considered agreed upon. GIATA will inform the client of these legal consequences upon start date. Should the client decline the new terms, GIATA has the right to terminate the contract of use without notice.

2. Provision of the GIATA Clips Data Pool

GIATA provides the client with the GIATA Clips via his/her IHG access. The client can activate GIATA Clips in the IHG using the GIATA hotel code that he/she is entitled to use according to the IHG contract. The activation can be reversed at any point by the client. Alternatively, the client can call up the data directly, via his/her XML interface.

3. Assignment of Usage Rights of the Data Pool

- (1) The client is entitled to use GIATA Clips in the same way in which he/she is entitled to use other hotel data by the existing IHG licence.
- (2) Use of the GIATA Clips data pool is only permitted in the context of use of the IHG and the related rights of use. Furthermore, GIATA Clips can only be displayed together with IHG images and texts, so that the GIATA Clips of the hotel displayed are clearly assigned. The client is prohibited from reproducing the GIATA Clips for other purposes, and from circulating them or making them accessible to the public. In particular, clients are prohibited from extracting and isolating the GIATA Clips from the IHG or making them accessible to the public along with clips and videos from other providers on their own or any other video portal, especially in the B2C platform, which is comparable to the MyHotelVideo portal.
- (3) The assignment of usage rights of the GIATA Clips adheres to the existing IHG licence; upon termination of the IHG licence, the usage rights are cancelled (§ 158 Abs. 2 BGB).

4. Exclusion of Search Machine Indexing

Should the client call up the GIATA Clips via the XML interface, he/she must make sure that websites including the GIATA clips are excluded from search machine indexing (e.g. robots.txt, meta-tags).

5. Calculation of Page Impressions for GIATA Clips

- (1) Use of the GIATA Clips data pool is calculated according to the number of PI (page impressions) that is accrued when the data sets are called up on the Internet.
- (2) Three PI are accrued each time a clip is called up during a user session/visit (due to increased production and traffic costs).
- (3) The PI accrued on the GIATA Clips data pool are separately accounted for and brought to account together with the PI from the IHG licence.
- (4) The client is entitled to withdraw from this contract up until the 45th day of the contract period; in the event of withdrawal, licence fees paid for calling up clips will be returned to the client.

6. Contract Duration

The contract is entered into for the duration of the existing IHG licence.

(city, date)

(city, date)

(for GIATA)

(client)