

GIATA Flip-Cat Licence

Customer	represented by
Street	Postcode/City/Country
Telephone	VAT Identification Number
Fax	
URL	Email

and

**GIATA mbH, as represented by the company directors,
Schlesische Str. 26, 10997 Berlin, Deutschland**

have entered into the following

Licence Agreement

1. Preconditions for concluding the licence agreement

Users must have a GIATA Internet Hotel Guide (IHG) licence to use GIATA Flip-Cat. An IHG licence gives the customer the right to use the PDF catalogues which form Flip-Cat's data pool.

2. Subject of the contract

- a. GIATA grants the customer the right to display virtual read-through catalogues (hereafter known as Flip-Cat) in his/her existing GIATA Internet Hotel Guide (IHG) licence. Flip-Cat contains a selection of travel catalogues (approximately 400 catalogues at the time of conclusion of the contract) which are already available on the market and in the GIATA hotel guide, the current versions of which can be accessed by customers via the GIATA XML interface or requested before the contract with GIATA has been concluded.
- b. Flip-Cat can be integrated into the customer's website, allowing Internet users to access it through the customer's website.
- c. In addition to this, GIATA provides the customer with a version of the IHG which is limited in its functionality to the field of catalogue search, and contains only existing Flip-Cats.
- d. GIATA also offers the customer the option of integrating individual Flip-Cats of his or her choice into a website or portal as a separate application, outside the IHG.
- e. GIATA offers the customer the opportunity to use Flip-Cat free of charge for a 30-day trial period.
- f. GIATA's general terms and conditions, which can be found under www.giata-mbh.de/agb, also apply in addition to this contract.

3. Integration of flip catalogues

- a. The integration of Flip-Cat into the customer's existing GIATA Internet Hotel Guide licence is carried out by GIATA.
- b. Customers wishing to integrate the version of the IHG which is limited in its functionality to the field of catalogue search (see § 2 c.), will receive an individual URL from GIATA by email.
- c. For additional integration (see § 2 d.), GIATA will provide the customer with documentation via <http://www.giata-xml.de/dokumentation/GIATA-Flip-Cat/> which enables the customer to access Flip-Cat and adapt it to the customer's own Internet presence. The customer is responsible for the integration of the data into their own website. GIATA will provide the customer with an XML interface, via which the relevant up-to-date data required for the integration of Flip-Cat into the customer's own web platform can be accessed using a password. The general XML interface documentation can be found at <http://www.giata-xml.de/dokumentation/> GIATA will allocate the customer a separate URL for each Flip-Cat catalogue to be integrated into the customer's website. In order to protect the customer from unlawful use of the Flip-Cat by third parties, who could make use of the product at the customer's expense, the validity of the allocated URL is limited to 48 hours. The customer is responsible for embedding the relevant valid URL into their website. As a free extra service, GIATA will provide the customer with the source code for php4 and php5 required for the automatic exchange of the URL. Liability for the correctness of the source code is limited to cases of wilful intent and gross negligence.

4. Transfer of rights

- a. GIATA grants the customer the simple right, limited to the duration of this contract and unlimited in place, to use Flip-Cat according to the terms of this contract. This right of use includes the right to dynamically integrate Flip-Cat into the GIATA Internet Hotel Guide and into the customer's own website and to make it publicly available to Internet users.
- b. Without prejudice to any statutory provision, all uses of Flip-Cat which exceed the contractually agreed use are prohibited. In particular, any further use of Flip-Cat through its being made available via media other than the customer's Internet presence, e.g. through integration in other websites, is prohibited.
- c. The transferral of the right of use to third parties or the concession of rights to the rights of use, including the issuing of sub-licences, is not permitted.

5. Access data

On conclusion of the contract, GIATA will issue the customer with a user ID and password. The customer is obliged to keep this access data safe and not to divulge it to any third party.

6. Payment and invoicing

For the services detailed in sections 1 – 4, the customer pays GIATA a licence fee plus statutory Value Added Tax, currently 19%. The monthly fee is calculated on the basis of the number of times the Flip-Cat catalogues are accessed (opening of a catalogue) via the customer's Internet presence, as detailed below.

Number of times Flip-Cat is accessed	Net fee per month in euros
Max. 2,000	9.90

Access is ascertained from Giata. Each lump-sum payment is due 6 months in advance. Additional costs as a result of increased access are due in the month, in which they are incurred.

The client authorises GIATA to withdraw the licence fee from their account as due

Account Holder	Account No.
Bank Identification No.	Bank

GIATA

via direct debit, in accordance with the information provided in the appendix. No payment is due for the first 30 days of the licence agreement.

If the client does not have a German account, the client authorises GIATA to debit the licence fee from the following credit card:

Name of the credit card holder	Card No. (16-digit) _____
Valid until	CVC/CVV Code (credit card security code)
<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> JCB Credit card type (please tick)	Credit card holder's signature

7. Right of withdrawal / duration of contract

- a. The customer has the right to withdraw from the contract for the first 60 days after the conclusion of the contract. The customer may withdraw from the contract by letter, fax or email to GIATA, without stating reasons. In the case of withdrawal, the customer will receive a refund of any licence fees paid.
- b. The minimum term of this agreement is three years. After the minimum term has expired, the contract may be terminated with a notice period of three months to the end of each contractual year.
- c. If an already contracted IHG licence ends before the minimum term of this agreement, the customer no longer has the right to use Flip-Cat, but remains bound to pay the contractually agreed fees for the remaining term, as the high development costs of this product to GIATA necessitate a 3-year minimum term.
- d. The right to terminate the contract for good cause remains unaffected.
- e. Termination must be in writing (e.g. email, fax, letter).

8. Final clauses

- a. The laws of the Federal Republic of Germany apply exclusively, 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 this clause.
- c. In cases where certain regulations in this agreement become null and void, the validity of the remaining regulations remains unaffected.
- d. If the customer is a merchant or has no general court of jurisdiction in the Federal Republic of Germany, Berlin is the exclusive place of jurisdiction for all matters arising from this contract.

(Locality, Date)

(Locality, Date)

(GIATA)

(Customer)

BANK DIRECT DEBIT

**Appendix to the agreement for the use of GIATA Flip-Cat
Direct order for direct debit payment**

To the bank

(Bank)

(Street) (House number)

(Postcode, Town)

I/we*) hereby make the revocable request that the company **GIATA mbH** (account no.: 1176111, SORT CODE: 520 503 53, Kasseler Sparkasse), debit my/our*) account to the amount outstanding, as requested by GIATA mbH – Company for the Development and Marketing of Interactive Tourist Applications mbH (**GIATA mbH**), on my/our*) behalf.

Account Holder: _____

Account No.: _____

Sort Code: _____

Bank: _____

Partial payments will not be made on incoming invoices.

Locality, Date

Signature/s and Stamp

Printed name of the signatory in block letters _____

*) delete as appropriate