

GIATA HOTEL GUIDE
Licence for Travel Agencies (HTML/XML)

Travel agency	represented by
Street	Postcode/City
Telephone	VAT Identification Number
Fax	
URL	Email

and

GIATA mbH, represented by the management, Schlesische Str. 26, 10997 Berlin

enter into the following

Licence Agreement

1. Subject of the Agreement

Via the URL www.giata-hotelguide.de/uid=?, the customer gains password-protected access to servers with the Internet database GIATA HOTEL GUIDE (Internet version) for the purposes of using information from the GIATA HOTEL GUIDE within the framework of the customer's Internet presence/website. The GIATA servers may be accessed directly or, within the framework of applications of third party providers of the GIATA HOTEL GUIDE in cooperation with GIATA, via the servers of said providers. The GIATA HOTEL GUIDE will thus be dynamically integrated into the customer's website. The form and the content of the licenced end product are to be determined by GIATA. The customer can access the licenced data via a unique link from his/her website or via an XML interface configured for him/her. With this access, the customer can allow users of his/her website to conduct research and searches. The customer chooses which additional information will be displayed on the page:

Travel agency name	Address, Tel., Fax, Email
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2. Transfer of Rights

GIATA grants the customer the non-exclusive right to make the data accessed from the online database GIATA HOTEL GUIDE available to users of his/her website for purposes of viewing and research. This includes the non-exclusive right to distribute data from the GIATA HOTEL GUIDE on the Internet, to publish said data and to enable access to the data. The client is not permitted to download the data to the client's own data storage media, nor to duplicate the data in any other way. Any conceivable further use beyond statutory exceptions is prohibited. Every form of data reproduction other than that described in the agreement is expressly

forbidden, as is further provision or application of the data. The systematic analysis of the data (e.g. tagging in the case of an indexing of the data sets through the assignment of attributes) is prohibited without the written permission of GIATA. The use of a tour operator's data is only permitted in conjunction with an offer from said tour operator. The granting of sub-licences is not allowed. Upon concluding the contract, the customer will receive a user ID and password; these may not be disclosed to a third party. The General Terms and Conditions of GIATA (Company for the Development and Marketing of Interactive Tourism Applications) apply. These have been noted and can be accessed at <http://www.giata.de/en/general-terms-and-conditions.html>.

3. Scope of Services

Licence Package	Licence Scope	Net Price in euros	QTY
GHG HTML without panoramic images, with banner	Travel agency / domain up to 4,000 PI per month	EUR 5.10	
GHG HTML with panoramic images, with banner	see above	EUR 7.70	
GHG HTML without panoramic images, without banner	see above	EUR 15.30	
GHG HTML with panoramic images, without banner	see above	EUR 20.40	
GHG XML without panoramic images, with banner (image widths: 800, 320 and 74 pixels)	Travel agency / domain up to 4,000 requests per month	EUR 9.90	
GHG XML with panoramic images, with banner (image widths: 800, 320 and 74 pixels)	see above	EUR 14.90	
GHG XML without panoramic images, without banner (image widths: 800, 320 and 74 pixels)	see above	EUR 19.90	
GHG XML with panoramic images, without banner (image widths: 800, 320 and 74 pixels)	see above	EUR 24.90	

PI (Page Impression) is defined as an instance of a site being called up. The number of XML requests is defined as follows: either the number of XML requests per month or the total number of requested images with a width of 320 or 800 pixels - whichever number is larger. Thus, either the total number of image requests (320 or 800 pixels in width) or the number of XML requests will be considered - not both.

For the services detailed in sections 1 to 3, the customer pays GIATA a total licence fee to the amount of

EUR

per month, plus the statutory VAT, currently 19%. Payment is always due 6 months in advance. The customer authorises GIATA to withdraw the licence fees from the following account

Account holder	Account No.
Bank code	Bank

via direct debit, in accordance with the information provided in the appendix.

If the customer does not have an account in the Federal Republic of Germany, the customer authorises GIATA to charge the licence fees to the following credit card as they are due:

Name of cardholder	_____
Valid until	Card No. (16 digits) _____
<input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Credit card type (please tick)	<input type="checkbox"/> VISA <input type="checkbox"/> JCB CVC/CVV Code (security number) _____ Cardholder's signature _____

No payment is due for the first 30 days of the agreement period. The customer has the right to withdraw from this agreement up to the 60th day of the agreement period; in the case of a withdrawal, the licence fees paid will be refunded.

4. Obligations of the Client

The data that is made accessible to the client can only be accessed in an evaluated and processed form. A direct redelivery of HTML sites generated by searches is not permitted. So-called beta-queries are inadmissible. Any changes made to the technical specifications of the XML interface are inadmissible. GIATA and the client aim for a long-term cooperation. For the duration of this agreement, the client is obligated to source hotel image and text content contained within the GIATA database exclusively from GIATA and to display suitable references to the data's origins. Specifically, a copyright notice from the tour operator is to be displayed under every GIATA image. Virtual catalogues may not be compiled.

The redelivery of data to GIATA for the purposes of statistical evaluation is to be regulated separately. In the case of GIATA supplying the client with Ad-Tags, which contain dynamic advertising banners from a banner server run by an advertising agency contracted by GIATA, the client is obligated to integrate this in its latest version in a visible position on the part of the client's website that displays GIATA content, within 60 days of signing the agreement.

5. VAT Liability

Due to the e-commerce guidelines, the customer is obligated to declare the VAT to the appropriate tax authority.

(city, date)

(city, date)

(for GIATA)

(customer)

BANK DIRECT DEBIT

Appendix to the agreement regarding the use of the Internet database GIATA Hotel Guide:

Direct Debit
To the bank

(bank)

(street address)

(postcode, city)

I/we* hereby grant the company **GIATA mbH** (account no.: 1176111, bank 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 with your bank.

Account Holder: _____

Account No.: _____

Bank Code: _____

Bank: _____

Debit orders will be paid in full.

City, Date

Signature(s) and Seal

Name of the signatory
in printed characters

* please cross out that which does not apply