

**GIATA MultiCodes
Licence Agreement**

Client	represented by
Street	Postcode / city / country
Telephone	VAT Identification Number
Fax	
URL	Email

and

**GIATA mbH, represented by the managing directors Remzi Aru and Andreas Posmeck,
Schlesische Str. 26, 10997 Berlin**

enter into the following

Licence Agreement

§ 1 Object of agreement

- (1) The purpose of this licence agreement is to grant a simple, non-transferable usage right to the GIATA MultiCodes data collection subject to the following provisions. The GIATA MultiCodes data collection consists of four modules: GIATA Codes, GIATA Geo Codes, Hotel Addresses and Chain and Group Affiliations.
- (2) The GIATA Codes module is an obligatory element of this agreement, as GIATA Codes constitutes the basic data for the retrieval of data from the other modules. The other modules, GIATA Geo Codes, Hotel Addresses, and Chain and Group Affiliations, are optional elements of the agreement. All modules can be accessed by the client from GIATA via an XML interface.
- (3) The number of items in the data collection varies continuously; the scope of the licence is not defined by a precise number of data items.
- (4) GIATA agrees to undertake a one-time allocation of data delivered by the client (booking codes, hotel names and current hotel addresses from hotel brokers) to the associated GIATA Codes. The client enters its data in an XLS file provided by GIATA and forwards this to GIATA. The data allocation will be completed by GIATA within 30 days of receipt of the fully completed XLS file. In the case of larger than average amounts of data, GIATA reserves the right to stipulate a later delivery date.

§ 2 GIATA Codes Module

- (1) Each GIATA Code identifies a single hotel or hotel complex, so that every hotel or hotel complex can be clearly identified, regardless of variant spellings, double listings, changes in trade names or business owners.
- (2) The GIATA Codes module also contains the hotel name, and possibly the available place and country information (each in English), pertaining to each GIATA Code. As a rule, the data collection contains the booking codes of various tour companies and hotel brokers which pertain to each GIATA Code. The associated data sets conform to the information provided by the hotel brokers and tour organisers. GIATA checks this information for obvious errors and spelling mistakes.
- (3) Insofar as the client has selected GIATA Codes as a service covered by this agreement, the client has the right to use the GIATA Codes for the following contractual purposes:
 - Usage for in-house administration/archiving of hotel data
 - Usage within a closed user group (VPN or similar) for internal communication
 - Usage within the bounds of a so-called Computer Reservation System (CRS), also known as a Global Distribution System (GDS).

The publication of the GIATA Codes is not permitted.

- (4) GIATA will provide the client with regular updates regarding altered or expanded data (e.g. consolidated Codes, partitioned or new hotels).

§ 3 GIATA GeoCodes Module

- (1) The GIATA GeoCodes Module is a collection of geographically coordinated data describing hotel locations. Every GIATA GeoCode can be retrieved via the GIATA Code.
- (2) The GIATA GeoCodes are available in four different levels of detail in the following proportions*:
 - Quality level 1: house number accuracy of GeoCodes (around 70%)
 - Quality level 2: street accuracy of GeoCodes (around 15%)
 - Quality level 3: city district accuracy of GeoCodes (around 10%)
 - Quality level 4: town/city accuracy of GeoCodes (around 5%)
 - *as of Dec. 2008

Therefore, GeoCodes may be house number specific or only town/city specific. If there is any doubt over the exact location of a hotel, this can be determined from the location, town and street details provided by the operator or hotel broker. The GeoCodes do not replace these details, but instead complement them. The client will inform the end user of his or her products of this fact, in order to avoid false bookings and mistakes.

- (3) Insofar as the client has selected GIATA GeoCodes as a service covered by this agreement, the client has the right to use the GIATA GeoCodes data collection for the following contractual purposes:
 - Usage for in-house administration/archiving of hotel data
 - Usage for public access on the Internet in connection with the client's own hotel data bank on the client's website/URL. GIATA GeoCodes may only be presented with the images and texts of the client's own databank, so that every GIATA GeoCode is clearly associated with a represented hotel (no "list-like" or database-style public access to the data sets as such)

§ 4 Hotel Addresses Module

- (1) The Hotel Addresses module contains a data collection of existing hotel addresses around the world. Every address data set contains the name and address of the hotel, as well as a telephone and fax number (if available). If they are available, URLs and email addresses are also included in the address data set. Every hotel address in the data collection can be retrieved via the GIATA Code.
- (2) GIATA will provide the client with regular updates regarding updated or new data sets via XML.
- (3) Insofar as the client has selected the Hotel Addresses module as a service covered by this agreement, the client has the right to use the Hotel Addresses data collection for the following contractual purposes:
 - Usage for in-house administration/archiving of hotel data
 - Usage for correspondence with hotels
 - Usage within a closed user group (VPN or similar) for internal communication
 - Usage for public access on the Internet in connection with the client's own hotel data bank on the client's website/URL. The hotel addresses may only be presented with the images and texts of the client's own databank, so that every hotel address is clearly associated with a represented hotel (no "list-like" or database-style public access to the data sets as such)

§ 5 Chain and Group Affiliations Module

- (1) The Chain and Group Affiliations Module contains a data collection created by GIATA of hotel affiliations to a hotel chain and a group. Chain or group affiliations can be retrieved via the GIATA Code.
- (2) GIATA will provide the client with regular updates regarding updated or new data sets via XML.
- (3) Insofar as the client has selected the Chain and Group Affiliations module as a service covered by this agreement, the client has the right to use the data collection for the following contractual purposes:
 - Usage for in-house administration/archiving of hotel data
 - Usage for correspondence with hotels
 - Usage within a closed user group (VPN or similar) for internal communication
 - Usage for public access on the Internet in connection with the client's own hotel data bank on the client's website/URL. The chain and group affiliations may only be presented with the images and texts of the client's own databank, so that every affiliation is clearly associated with a represented hotel (no "list-like" or database-style public access to the data sets as such)

§ 6 Limitation and termination of the usage rights, copyright notice

- (1) The client is prohibited from duplicating, publishing or making publicly accessible the GIATA MultiCodes data collection in its entirety or in any substantial part, according to type and scale, outside of the contractually agreed usage rights, without prejudice to the exceptions provided by law. The client is in particular prohibited from making the GIATA MultiCodes data collection publicly accessible on the Internet (e.g. presentation on a website) in its entirety or in any substantial part, according to type and scale, or from transmitting it to third parties.
- (2) The transferral of usage rights to third parties or the concession of rights in addition to the contractual usage rights is excluded.
- (3) The usage rights obtained under this agreement are limited to the duration of the agreement.
- (4) The client will attached the following copyright notice in minimum 12-point, easily legible type in an appropriate position to every publication of the GIATA GeoCodes, the Hotel Addresses or the Chain and Group Affiliations: © 2007 - 20xx GIATA GmbH - GIATA MultiCodes

§ 7 Penalty for breach of contract

- (1) In every case of culpable non-compliance with the restrictions stated in § 6 and in particular for the continued usage of the GIATA Codes data collection upon termination of the usage rights, a penalty for breach of contract will be charged, in an amount set by GIATA and confirmable by the court of jurisdiction, minimum €5,100.00.
- (2) GIATA reserves the right to provide evidence of and assert a claim for a higher loss. The penalty for breach of contract will be calculated in accordance with this context.

§ 8 Payment

- (1) The client pays a monthly fee to GIATA for the usage of the data. As shown in Appendix 1, this fee is calculated according to the total cost of the package tours and hotel bookings brokered by the client, henceforth referred to as the client's business volume, in the previous year.

For assessment purposes at the start of the agreement, the following figure is recorded as the client's business volume in the year 20.....: €

The licensing fees are given net, excluding the statutory Value Added Tax of 19%. Fees are due to be paid monthly in advance.

- (2) The client is obligated to provide GIATA with the final business volume figures for the completed business year as soon as they are available, and by 1st July of the following year at the latest. If the business volume figures of the client company have altered so that a new fee calculation, as shown in Appendix 1, is necessary, the fee schedule for the current year will be altered accordingly and the monthly instalments will be raised or lowered. GIATA will issue an invoice for the payment of arrears or refund payment owing as a result of this recalculation. GIATA has the right to offset refund payments against the fees paid by clients.

The client authorises GIATA to request information regarding the business volume from the Internet Booking Engines (IBEs) such as TravelTainment, Traffics, Travel-IT and other marketing programmes and hotel brokers (such as Hotelbeds, GTA,...) through which the client sells its travel products or whose travel products the client brokers. The client will grant permission for the release of business volume figures on request from the IBEs or other marketing programmes. If the

disclosed figures exceed the figures as advised by the client, GIATA has the right to inspect the accounts of the client.

In the case of disagreement, a financial auditor will be commissioned, with costs to be paid by the party found liable. Both sides undertake to forward all data required for the calculation of the fee payments to the financial auditor. The auditor is required to maintain confidentiality.

(3) The client authorises GIATA to withdraw the licence fee from their account

Account Holder	Account No.
Bank Identification No.	Bank

via direct debit when due, in accordance with the information provided in Appendix 2.

If the client does not possess a German bank account, the client authorises GIATA to debit the licence fee from the following credit card with when due:

Name of cardholder	_____ _____ Card number (16 digits)
Valid until	CVC/CVV Code (security number)
<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> JCB Credit card (please tick)	Cardholder's signature

§ 9 Minimum term and termination

- (1) The minimum term of this agreement is three years. The agreement is extended for a further year at a time if the agreement is not terminated with a minimum of 6 months' notice before the end of the term. The right to terminate the contract for good cause remains unaffected.
- (2) Termination must be in writing (e.g. email, fax, letter).

§ 10 Changes to conditions

GIATA reserves the right to change and adapt the terms and conditions of this agreement during the term of contract. GIATA will inform the client of the amended conditions and in particular will point out the new clauses. GIATA will allow the client a reasonable time to decide whether he/she accepts the amended terms for the further use of services and to confirm this. If no correspondence is received within this deadline, the amended terms are taken to be accepted. GIATA will explicitly inform customers of this legal consequence at the beginning of the time limit.

§ 11 Tax Liability for Value Added Tax

According to the guidelines for eCommerce, foreign clients must register the value added tax with their responsible tax office.

§ 12 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 field 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 clause.
- (3) In cases where certain regulations in this agreement become null and void, the validity of the remaining regulations 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 customer at his/her general place of jurisdiction.

(city, date)

(city, date)

(for GIATA)

(Client)

APPENDIX 1:

Annual business volume of the company (regarding brokered package tours and hotel bookings):
0 - 1,000,000.- €

GIATA Codes Module	EUR 199.00 per month
<input type="checkbox"/> GIATA GeoCodes Module	EUR 79.00 per month
<input type="checkbox"/> Hotel Addresses Module	EUR 79.00 per month
<input type="checkbox"/> Chain and Group Affiliations Module	EUR 79.00 per month

In total: **EUR per month**

Annual business volume of the company (regarding brokered package tours and hotel bookings):
> 1,000,000.- €- 3,000,000.- €

GIATA Codes Module	EUR 599.00 per month
<input type="checkbox"/> GIATA GeoCodes Module	EUR 249.00 per month
<input type="checkbox"/> Hotel Addresses Module	EUR 249.00 per month
<input type="checkbox"/> Chain and Group Affiliations Module	EUR 249.00 per month

In total: **EUR per month**

Annual business volume of the company (regarding brokered package tours and hotel bookings):
> 3,000,000.- €- 5,000,000.- €

GIATA Codes Module	EUR 899.00 per month
<input type="checkbox"/> GIATA GeoCodes Module	EUR 339.00 per month
<input type="checkbox"/> Hotel Addresses Module	EUR 339.00 per month
<input type="checkbox"/> Chain and Group Affiliations Module	EUR 339.00 per month

In total: **EUR per month**

Annual business volume of the company (regarding brokered package tours and hotel bookings):
> 5,000,000.- €- 10,000,000.- €

GIATA Codes Module	EUR 1,299.00 per month
<input type="checkbox"/> GIATA GeoCodes Module	EUR 599.00 per month
<input type="checkbox"/> Hotel Addresses Module	EUR 599.00 per month
<input type="checkbox"/> Chain and Group Affiliations Module	EUR 599.00 per month

In total: **EUR per month**

Annual business volume of the company (regarding brokered package tours and hotel bookings):
> 10,000,000 €- 30,000,000 €

GIATA Codes Module	EUR 1,999.00 per month
<input type="checkbox"/> GIATA GeoCodes Module	EUR 1,099.00 per month
<input type="checkbox"/> Hotel Addresses Module	EUR 1,099.00 per month
<input type="checkbox"/> Chain and Group Affiliations Module	EUR 1,099.00 per month

In total: **EUR per month**

Annual business volume of the company (regarding brokered package tours and hotel bookings):
> 30,000,000 €

GIATA Codes Module	EUR 2,999.00 per month
<input type="checkbox"/> GIATA GeoCodes Module	EUR 1,999.00 per month
<input type="checkbox"/> Hotel Addresses Module	EUR 1,999.00 per month
<input type="checkbox"/> Chain and Group Affiliations Module	EUR 1,999.00 per month

In total: **EUR per month**

APPENDIX 2:

BANK DIRECT DEBIT

Appendix to the Agreement for the Usage of the GIATA Hotel Guide Internet database:

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.

Location, Date

Signature/s and Stamp

Printed name of the signatory

*) not applicable, please delete