

**GIATA HOTEL GUIDE Multilingual Content
Licence (XML)**

Customer	represented by
Street	Town/ Postcode/ Country
Telephone no.	
Fax no.	Sales Tax no.
URL	Email

and

**GIATA mbH, represented by the Managing Directors,
Schlesische Straße 26, 10997 Berlin, Germany**

agree upon the following

Licensing Agreement

1. Agreement subject

- a. GIATA hereby agrees to grant the customer access to the data in the GIATA HOTEL GUIDE MULTILINGUAL CONTENT database (hereinafter referred to as GHGML) via XML for their website/ Internet presence and the sites of affiliates and other partners. GIATA provides customers with hotel images and descriptive texts in Danish, Dutch, English, French, German, Italian, Portuguese and Spanish that may be retrieved from the GHGML. GIATA shall not undertake verification of the content of the hotel data, and does not assume responsibility for its accuracy or for deviation from the conditions determined on site, but in terms of the database, assume only responsibility for the accurate assignment of the text and image data, as well as the elimination of obvious errors.
- b. Use of the GHGML will be via dynamic integration into the customer's Internet services so that users of the customer's website are able to research and make search enquiries.
- c. The customer is responsible for the integration of data into their own website. For this purpose, GIATA shall grant the customer (password-protected) access to the server with the GHGML Internet database via the following web address: **www.ghgml.giatamedia.com/uid=?**. Through the configuration of an XML interface for the customer, GIATA shall enable the customer direct access to the GIATA server via XML. The interface specification may be acquired at <http://www.ghgml.giatamedia.com/webservice/specs/>.

2. Transfer of rights

- a. GIATA grants the customer the basic right to use the GHGML in the contractually agreed manner. This right is limited to the period of this contract's validity; there are no geographical restrictions. Moreover, the right of use entitles the customer to the publication of the data in the GHGML on the Internet via their website where it may be used for research purposes.
- b. Notwithstanding legally determined exceptional circumstances, the customer is prohibited from any usage over and above the contractually determined application of the GHGML, with the following actions expressly forbidden:

- any use of the GHGML which makes this publicly accessible through media other than the customer's website;
 - the extracting of all or a significant proportion of the GHGML content as well as its temporary or permanent reproduction through any method and in any form, with the exception of copyright agreements necessary for contractually permitted uses;
 - the suppression of individual hotel image or text data as described in § 9;
 - any systematic analysis of the data or reprocessing of the data for purposes of search machine optimisation;
 - the copying of or circulation of individual, copyright protected images or texts from the GHGML, or making these publicly accessible.
- c. The customer is prohibited from transferring user rights or conceding user rights to a third party; the customer is explicitly prohibited from issuing sublicenses
- d. GIATA reserves the right to prosecute any violations of its user rights.

3. Access data

Following the signing of the contract, GIATA will issue the customer with both a user ID and a password. The customer is obliged to carefully retain this access data in a safe place and not to divulge the information to a third party.

4. Remuneration and billing

- a. The customer shall pay GIATA a license fee for the services listed in 1-3, which shall be calculated on a monthly basis according to the total number of bookings made with the aid of the GHGML, as set out below. Fees are payable for the completed bookings as such, later cancellations (e.g.: withdrawal from the contract, revocation of a booking) shall not be taken into consideration when the license fee is calculated.

Number of booking/month	Net fee per booking (in Euros)
0 – 250	1.00*
251 – 1,000	0.90
1,001 – 3,000	0.80
3,001 – 6,000	0.70
6,001 – 10,000	0.60
10,001 – 15,000	0.50
Each additional booking	0.45

*minimum of 19 bookings

Examples of fee calculation:

Should the customer declare to GIATA that 7 bookings were made during the previous month, the customer must then pay 19 Euros, plus statutory VAT (as customers are invoiced for a minimum of 19 bookings per month).

Should the customer declare to GIATA that 1,500 bookings were made during the previous month, the customer must then pay 1,300 Euros, plus statutory VAT ($250 \times 1.00 + 750 \times 0.90 + 500 \times 0.80 = 250 + 675 + 400 = 1,325$ Euros).

- b. The customer is obliged to declare the number of bookings made with the aid of the GHGML and to inform GIATA of this, along with the GIATA identification code for each respective booking, by the fifth day of the following month. The customer is to email this to fibu@giata.de, together with their customer number.

- c. The customer avouches that, to the best of their knowledge, the booking information is correct, and is thus liable for the accuracy of their calculations and the information passed on to GIATA. Should justifiable doubts arise as to the accuracy of the declaration, an auditor shall be commissioned to file a report on the situation. In such a scenario, the customer is obliged to make all relevant information available to the auditor. The auditor is bound to confidentiality and shall refrain from divulging identifiable customer data above all else. Should the attestation deviate by 5% or more from the customer's declaration to the detriment of GIATA, the customer shall bear the full cost of the audit and shall also reimburse to GIATA all shortfalls in booking fees, plus statutory default interest charges, within 14 days of receiving the auditor's report.
- d. GIATA creates an invoice by the 15th of the following month, and within 7 days of its issue the outstanding sum is debited from the customer's credit card by GIATA. A minimum of 19 bookings are deducted monthly.

5. Method of Payment

The customer shall pay GIATA a license fee for the services listed in 1-3, which shall be calculated according to § 4. The customer authorises GIATA, to debit the licence fee, when due, to the following credit card:

Name of cardholder	Card number (16 figures)
Expiry date	CVC/CVV Code (Security code)
<input type="radio"/> MasterCard <input type="radio"/> Visa <input type="radio"/> American Express <input type="radio"/> JCB Credit card type (please tick where appropriate)	Cardholder's signature

6. Penalty for breach of contract/ GIATA's right of refusal of services

- a. In the event that the customer fails to fulfil the obligations laid out in §4.b, a penalty of 500 euros is payable for each day that the communication of booking information is overdue.
- b. Should the customer fail to send GIATA their booking information by the 12th day of the month, GIATA is then entitled to refuse provision of services to the customer and to block the customer's access to the GHGML.

7. Period of validity

Contrary to the standard applicable Terms and Conditions, the minimum period of validity for this contract is three years, after which the contract may be terminated after a period of 12 months notice to the end of the month.

8. Customer obligations

- a. The customer is obliged to integrate a link into their bookings confirmation site to a GIATA gif file of a 1x1 pixel scale that shall be provided by GIATA so as to enable GIATA to control the bookings made on the customer’s site. This in no way detracts from the customer’s obligation to inform GIATA of their bookings on a monthly basis.
- b. So as to relieve dataflow to and from GIATA and to allow for the continual updating of the GHGML, the customer is obliged to temporarily save the current texts and image links in their own systems. The customer is obliged to retrieve new and revised texts and image links via XML at least every 48 hours.
- c. The customer is obliged to insert the following text below each hotel text in font size 11: “Copyright GIATA 2004 – X. Multilingual hotel content powered by www.giata.com for client no. XX [X= the current year, XX= GIATA customer number here].”
- d. The customer shall report any errors in the content of the delivered hotel images and texts to GIATA immediately (indicating the GIATA code) via the following email address: modies@giata.de

9. Suppression of images and text data

- a. For the duration of this agreement, the customer is not permitted to suppress individual image and text data in terms of their accessibility in the course of the booking process, by substituting these with their own image and text data or with data from a third party, nor shall GHGML text and image data be supplemented by data from these sources, or assigning these priority weighting in the database search process. The customer is obliged to withhold from any action which interferes with the ability of the search process to recall all image and text data in its entirety from the GHGML. However, the customer is free to refer to images or text data from third party providers or to make use of their own data so as to create a separate product presentation or search function with an independent booking system, distinct from the GHGML data.
- b. The abovementioned stipulation serves as a safeguard for GIATA’s rights as the creator of the database according to the German copyright law (§§ 87a ff UrhG) as well as for GIATA’s booking-dependent earnings, whose calculation is based on a combination of more and less booking-intensive hotel data.

10. Final provisions

- a. This contract is subject solely to the law of the Federal Republic of Germany, with the exclusion of the International Privacy Laws and the UN Convention on Contracts for the International Sale of Goods.
- b. Amendments or supplements to the contract are valid only when made in written form. The same applies for a waiver of the required written form.
- c. Should elements of this contract be, or become, void, the effectiveness of the other clauses shall remain intact.
- d. Should the customer have no general legal domicile within the Federal Republic of Germany or be a businessman, GIATA’s legal domicile shall apply. GIATA may also file an action against the customer at its general legal domicile.

(Town, Date)

(Town, Date)

(On behalf of GIATA)

(Customer)