

AMADEUS VALUE HOTELS TERMS AND CONDITIONS

These general terms and conditions shall govern all transactions with regards to the marketing and resale of Provider Content through Amadeus Value Hotels. These terms apply to the exclusion of any other terms and conditions referred to, proposed by or relied on by Provider, whether in negotiation or at any stage in the dealings between Amadeus Content Sourcing, S.A.U. (“**Amadeus**”) and Provider, in respect of their subject matter.

WHEREAS:

- A. The Amadeus Group (as defined herein) has developed an automated reservation and distribution system to provide computerized reservations and other travel-related functions to travel service providers, travel agents and other users (the “**Amadeus System**”);
- B. The Amadeus Group has also developed Amadeus Value Hotels (as defined herein). Amadeus contracts with providers of travel-related services for the display and distribution of their products and services to Amadeus Subscribers (as defined herein) through Amadeus Value Hotels;
- C. Provider wishes to appoint Amadeus and Amadeus wishes to accept the appointment as Provider’s non-exclusive reseller to resell the Provider Content (as defined herein) to Amadeus Subscribers through Amadeus Value Hotels as set forth herein;

In consideration of the above and the mutual undertakings (and other good and valuable consideration) contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following terms will have the following meanings, unless the context otherwise requires:

ACO	means a company that has entered into a contract with Amadeus whereby it undertakes the obligation, among other things, to distribute Amadeus products in a defined territory.
Affiliate	means, with respect to each Party, any other company or person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Party.
Amadeus Customer	means any person or entity other than an Amadeus Subscriber seeking information or placing a Booking or Bookings through Amadeus Value Hotels for services provided by Provider.
Amadeus Group	means the group of legal entities founded in order to organize, develop, operate and distribute the Amadeus System.
Amadeus Subscribers	means any airline office, travel agent or other seller of travel-related services that contracts with Amadeus IT Group, S.A. or an ACO to use the Amadeus System, to obtain information, make reservations and issue documents involving travel related services.
Amadeus System	has the meaning ascribed to it in the Recitals.

Amadeus Value Hotels	means the Amadeus Value Hotels sales channel, accessed through the Amadeus System, supporting the distribution of hotel content to Amadeus Subscribers.
BAR	means the “ Best Available Rate ”, being the lowest rate available to the general public on a day for a particular stay that does not require prepayment or impose cancellations and change penalties and/or fees. The BAR shall not include internet rates that require special conditions (i.e. pre-payment, stricter cancellation fees to the hotel’s normal cancellation policy), negotiated rates, group, travel industry, government, opaque, merchant or consortia rates).
Booking	means a confirmed reservation (i.e. a booking that has been made and has not been cancelled within Provider’s cancellation policy as communicated to Amadeus at booking time), for one or more hotel room nights carried out through Amadeus Value Hotels of Provider Content.
Confidential Information	means, with respect to the Disclosing Party, any information or material (in either oral, written, or digital form, whether or not specifically designated as “ Confidential Information ”) provided by the Disclosing Party (or a Representative thereof) or relating to the Disclosing Party or its Affiliates, including the following information and other information of a similar nature: (a) discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, processes, procedures, functions, “know-how,” marketing techniques and materials, marketing, business and development plans, products, services, customer names, information related to customers, price lists, pricing policies, financial information of the Disclosing Party and its Affiliates and any data processing documentation with respect to operation of the Amadeus System; (b) any information described as proprietary or designated as Confidential Information or which under the circumstances would typically be treated as Confidential Information, whether or not owned or developed by the Disclosing Party or one of its Affiliates and whether or not copyrighted; and (c) any information received by the Disclosing Party or one of its Affiliates from a third party that has been designated as confidential. The terms of this Agreement shall constitute Confidential Information of each Party. Confidential Information does not include information that the Receiving Party demonstrates (i) is or has become generally available to the public other than as a result of a disclosure by the Receiving Party or any of its Representatives; (ii) was available or has become available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party or its Representatives by the Disclosing Party; (iii) has become available to the

Receiving Party on a non-confidential basis from a source other than the Disclosing Party, but only if such source is not bound by a confidentiality agreement with the Disclosing Party and is not otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal, fiduciary or other obligation; or (iv) was developed or received by the Receiving Party independently of the Disclosing Party's Confidential Information.

Control	means, with respect to an entity, the possession, directly or indirectly, of the power or right to direct or cause the direction of the management or policies of such entity, whether through the ownership of share capital and/or voting securities, by contract or otherwise, it being understood that beneficial ownership of over fifty (50) per cent or more of the voting securities of another person shall in all circumstances constitute control of such other person and " Controlled " and " Controlling " shall be construed accordingly.
Consumer	means any end-consumer of the underlying Provider Content booked pursuant to this Agreement.
Distribution Channel	means any Third Party Distribution Channel and any Provider Owned Distribution Channel.
Net Rates	means rates that Provider offers to a Distribution Channel, where the commission level is not included and the Distribution Channel will add the corresponding commission or fees. If local city taxes are not included in the relevant Net Rates, such additional taxes must be submitted separately by Provider together with the rates policy.
Package Rates	means rates including a room in combination with other goods and services such as meals, activities or travel components.
PCI DSS	means the Payment Card Industry Data Security Standard (" PCI DSS ") promulgated by the PCI Security Standards Council.
PNR	means Passenger Name Record.
Provider Content	means all content made available by Provider for viewing, booking or reserving at any Distribution Channel through any of Provider's brands. Such content shall include, without limitation, Net Rates, BAR, Package Rates, room availability, cancellation rules, rate conditions and any additional information on a property level that is reasonably requested by Amadeus.
Provider Owned Distribution Channel	means the following sources from which some or all of Provider Content can be reserved or purchased by any person or entity directly from Provider: (a) Provider's reservations system or its reservation sales personnel

or agents or (b) Provider's internet site, whether operated or marketed by Provider or any third party on behalf of Provider. For the avoidance of doubt, anything that is not a Third Party Distribution Channel is a Provider Owned Distribution Channel.

Third Party Distribution Channel means any third party owned source from which some or all of Provider Content can be reserved or purchased by any person or entity excluding Provider Owned Distribution Channels including but not limited to (a) any GDS, (b) any internet site or (c) any distribution method directly connected to travel agencies, consumers or corporations.

VAT means value added tax.

2. TERM

2.1 **Initial Term.** This Agreement shall commence on the Effective Date for an initial term of one (1) year (the "**Initial Term**") and shall automatically extend for one or more successive periods of one (1) year (each, a "**Renewal Term**") if neither Party gives the other Party written notice of non-renewal at least ninety (90) days' prior to the end of the Initial Term or during a Renewal Term on no less than sixty (60) days' notice.

2.2 **Term.** The Initial Term together with any Renewal Term shall constitute the Term of this Agreement.

3. PROVIDER OBLIGATIONS

3.1 Appointment of Amadeus as Reseller

3.1.1 Provider hereby appoints Amadeus as its non-exclusive reseller for the resale of Provider Content (on its own behalf or through Amadeus Affiliates) to Amadeus Subscribers through Amadeus Value Hotels as set forth herein.

3.1.2 Provider agrees and acknowledges that Amadeus Subscribers may resell the Provider Content to Consumers.

3.2 Non-Discrimination

3.2.1 Provider shall provide the Provider Content to Amadeus on no worse terms and conditions than it would apply to any other Distribution Channel. In particular, Provider may not, among other things, withhold Net Rates, apply surcharges, deny discounts or incentives, apply other adverse conditions or deny access to benefits related to Provider Content to disadvantage Amadeus and/or Amadeus Subscribers as compared to users of any other Distribution Channel for any reason whatsoever. Provider shall provide the committed discount on its BAR and Package Rates as specified in the Order Form.

3.2.2 Provider's obligations in Clause **Error! Reference source not found.**1 shall extend to any Affiliate of Provider. Provider shall take such steps as are necessary to ensure that these obligations with respect to its Affiliates are fulfilled, and Provider shall be liable for a failure by any such Affiliate to fulfil the obligations set forth herein.

3.2.3 The Parties agree and acknowledge that any breach of Clause 3.2.1 or 3.2.2 shall constitute a material breach of this Agreement.

3.3 **Customer Support.** Provider shall provide accurate and up-to-date contact information for any queries relating to Bookings.

3.4 Provider acknowledges and accepts that Amadeus may, in its sole discretion, determine what Provider Content is available and visible to Amadeus Subscribers. Provider will ensure that requests for opening or closing access to specific content are implemented within 30 (thirty) days of receiving such a request.

3.5 Accuracy of Data

3.5.1 Provider shall be responsible for maintaining the accuracy, completeness and usability of all Provider Content.

3.5.2 Provider agrees to load its data, policies, rates, product descriptions and availability, directly or as prescribed by Amadeus and shall be responsible for maintaining the accuracy of such data for the Term of this Agreement. Provider further agrees to guarantee the accuracy thereof to Amadeus Subscribers and Amadeus Customers.

3.5.3 Amadeus shall not be responsible for the verification of any sort of Provider data included in Amadeus Value Hotels or the Amadeus System. Amadeus makes no representation whatsoever to Provider or any third party as to the accuracy of the data included in Amadeus Value Hotels or the Amadeus System.

3.5.4 Provider shall be solely responsible for assuring that its data and services comply with all applicable laws and regulations.

3.5.5 Amadeus shall have the right in its sole discretion to block any Provider Content.

3.5.6 Provider shall fully indemnify Amadeus and its Affiliates against any losses incurred by them arising out of or in connection with any third party claims in connection with or arising from: (a) the accuracy of the Provider Content and data supplied hereunder; (b) the violation of any copyright, property, or privacy right in the Provider Content; or (c) any other breach by Provider of its obligations under this Clause 3.5, whether such losses are in contract, tort (including negligence), breach of statutory duty, contribution, or otherwise, except to the extent that such claims result from the fraud or wilful misconduct of Amadeus or its Affiliates.

3.6 Obligation to honour Bookings

3.6.1 Provider shall acknowledge and honour all Bookings and shall provide the services thereby reserved, subject to applicable laws and regulations.

3.6.2 Provider shall not refuse any Booking on the sole ground that, for whatever reason, it was not given notice of the Booking by email, as long as the Booking appears in the Amadeus System.

3.6.3 If, for whatever reason, Provider is unable to honour a Booking that has been correctly confirmed through the Amadeus System – either via a valid booking number, appearing in the Amadeus System or transfer to Provider's central reservation system or property management system – Provider shall, at its own expense, relocate the guest to a room of equivalent or higher category in a hotel of equivalent category located in the vicinity. Any transportation costs incurred by the guest in travelling to the replacement location will also be the responsibility of Provider.

3.6.4 If Provider is unable to relocate the guest itself and Amadeus is required to relocate the guest, Provider shall refund to Amadeus (a) the Net Rate paid for the Booking that was originally made and then not honoured, and (b) all expenses arising from relocating the guest to another hotel. Any transportation costs incurred by the guest in travelling to the replacement location will also be the responsibility of Provider, along with any expenses relating to the inconvenience caused.

4. AMADEUS OBLIGATIONS

4.1 Amadeus as Reseller

- 4.1.1 Amadeus shall act as a reseller of the Provider Content (on its own behalf or through Amadeus Affiliates) to Amadeus Affiliates and Amadeus Subscribers.
- 4.1.2 Amadeus shall make commercially reasonable efforts to resell the Provider Content through Amadeus Value Hotels.
- 4.1.3 Amadeus shall act as merchant of record vis-à-vis the Amadeus Subscribers for all Bookings of Provider Content made pursuant to this Agreement.

4.2 Subject to Clause 4.3, Amadeus shall maintain availability of the Amadeus System so that an Amadeus Subscriber can view and book Provider Content displayed in Amadeus Value Hotels.

4.3 Amadeus shall have the right, at its sole discretion, to make such adjustments, modifications and changes to, and discontinuation of, its programs and services as it reasonably considers necessary from time to time without the consent of Provider or any entities or individuals not a party to this Agreement.

4.4 Amadeus shall transmit messages for Amadeus Subscribers who wish to book Provider Content, to Provider's computer system or to another system mutually agreed by the Parties, using an agreed upon format.

4.5 **Mark-up, Service Fees, and Resale Rates.** Provider agrees and acknowledges that Amadeus and/or an Amadeus Subscriber may freely mark-up the Net Rates or charge a service or other fee to the Consumer when booking the Provider Content.

5. INVOICING AND PAYMENT

5.1 Payment for Bookings

5.1.1 Amadeus shall pay for Bookings by virtual credit card according to Provider's Net Rates as at the time of the Booking. Payment for Bookings shall be made one (1) day prior to the date of check-in.

5.1.2 Until such date as Amadeus notifies Provider that it can self-invoice for Bookings, Provider shall deliver an electronic invoice to Amadeus by the fifth business day of each month detailing all Bookings with a check-in date during the previous calendar month. Provider must provide supporting booking reports together with the invoices.

5.1.3 From such date as Amadeus notifies Provider that it can self-invoice for Bookings, Provider hereby consents to self-invoicing by Amadeus with respect to Bookings. This process, outlined in the EEC Directive 2001/115 and applicable Spanish law on invoicing requirements, allows for self-billing with no tax authority approval required, on the condition that there is an initial agreement in place between Amadeus and Provider. Unless otherwise agreed in writing with Amadeus, Provider shall not raise invoices for Bookings made under this Agreement and accepts that Amadeus may refuse to accept any invoices issued by Provider. Provider shall provide Amadeus with all relevant information required for Amadeus to produce legally compliant self-billing invoices and is solely responsible for ensuring the accuracy and completeness of such information and for notifying Amadeus immediately in writing of any changes to such information.

5.1.4 All payments shall be made in Euro.

5.2 **Taxes and VAT.** All amounts due under this Agreement are inclusive of any income tax, value added, national or local sales, use, property, customs, excise, import, duties, service or similar taxes ("**Taxes**") now or hereafter levied as a direct consequence of the Parties entering into this Agreement or with respect to the performance of this Agreement or the sale, delivery or furnishing of any services hereunder.

5.3 **Records.** Each Party shall maintain complete and accurate records (in accordance with standard accounting practices prevalent in the jurisdiction of such Party's corporate headquarters) of all amounts invoiced to the other under this Agreement and maintain such records for a period of at least three (3) years (or any other longer period as required by applicable laws or regulations) from the period to which such records relate.

6. TITLE AND NON-DISCLOSURE

6.1 **Title to Software.** Title, full and complete ownership and the right to use any or all software owned, licensed or developed by Amadeus or any of the Amadeus Group companies, and contained in Amadeus Value Hotels and the Amadeus System and used in the performance of this Agreement shall remain with Amadeus, the Amadeus Group and/or their respective licensors. Provider hereby acknowledges and agrees that the software constitutes trade secrets and proprietary information of Amadeus whether or not any portion thereof is or may be validly copyrighted or patented.

6.2 **Confidential Information.** Each Party (the "**Disclosing Party**") may from time to time disclose Confidential Information of the Disclosing Party to the other Party (the "**Receiving Party**") and its directors, officers and employees ("**Representatives**"). The Receiving Party agrees that it (a) shall hold, and shall cause its Representatives to hold, the Confidential Information of the Disclosing Party in strictest confidence, and (b) shall not, and shall not permit its Representatives to, directly or indirectly, use the Confidential Information of the Disclosing Party in any manner detrimental to the Disclosing Party or for any purpose other than for the performance of the Receiving Party's obligations under this Agreement. The restrictions set forth in this Clause 6.2 shall apply to all Confidential Information of the Disclosing Party disclosed prior to and subsequent to the Effective Date and shall continue during the term of this Agreement and for a period of five years after the termination or expiration of this Agreement.

6.3 **Mandatory Disclosure.** In the event that the Receiving Party or one of its Representatives is requested, legally compelled (by oral questions, interrogatories, requests for information, document subpoena or other legally binding process) or required by a regulatory body, to disclose any Confidential Information of the Disclosing Party, the Person receiving such request shall provide the Disclosing Party with prompt notice of the request so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or a waiver hereunder, a Person receiving such request is, in the opinion of its counsel, compelled to disclose any Confidential Information of the Disclosing Party to any court, tribunal or agency or else become liable for contempt or suffer other censure or penalty, the Person receiving such request may disclose such Confidential Information without liability; provided, however, that prior to such disclosure, that Person shall use reasonable efforts to obtain reliable assurance that the Confidential Information so disclosed shall be accorded confidential treatment and shall provide the Disclosing Party with a copy of any Confidential Information so disclosed.

6.4 Authorized Disclosure

6.4.1 Notwithstanding Clause 6.2, Amadeus and its Affiliates may list Provider as being distributed through Amadeus Value Hotels in informational and marketing materials.

6.4.2 Notwithstanding Clause 6.2, Provider acknowledges and agrees that Amadeus may disclose this Agreement to an independent auditor appointed by Amadeus for the purpose of auditing compliance with subscriber agreements.

7. PRIVACY AND DATA SECURITY

7.1 Each Party will

7.1.1 comply with all data security and privacy laws applicable to it in the markets where it is providing services to Provider hereunder; and

- 7.1.2 maintain standard environmental, safety and facility procedures, data security and back-up procedures and other safeguards, in accordance with generally accepted industry standards, against the destruction, loss, unauthorized access or alteration of any data in its system exchanged pursuant to this Agreement.

8. PCI DSS COMPLIANCE

- 8.1 Provider agrees that it is responsible for the security of any cardholder data that it passes through its systems in accordance with this Agreement, including the functions relating to storing, processing, and transmitting of the cardholder data.
- 8.2 Provider affirms that, as of the effective date of this Agreement, it complies with all applicable industry mandates (including but not limited to PCI DSS) and that it shall continue so to comply during the term of this Agreement.
- 8.3 Upon request, Provider shall provide Amadeus with a certificate as evidence of such compliance, and with any other evidence that may reasonably be requested by Amadeus.
- 8.4 Provider will immediately notify Amadeus of any change of its compliance status, and any security breach that may affect Amadeus cardholder data, including if it learns that it is no longer PCI DSS compliant and will immediately inform Amadeus of the steps being taken to rectify the breach and/or the non-compliance status. In no event shall Provider's notification to Amadeus be later than seven (7) calendar days after Provider learns about the security breach or any change of its PCI DSS status.
- 8.5 Provider hereby agrees to indemnify and hold harmless Amadeus, its successors, assigns, affiliates, subsidiaries, directors, employees, agents and sub-contractors against any third party claim arising as a result of Provider's failure to comply with the above Clauses.

9. WARRANTIES

9.1 Mutual Warranties

- 9.1.1 Each Party warrants to the other that as at the Effective Date and as at the first day of the Renewal Term:
- (a) it has all the requisite corporate power, approvals and authority to execute, deliver, receive and perform its obligations under this Agreement and to render this Agreement binding, in accordance with its terms; and
 - (b) it has obtained all governmental and regulatory licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable laws and regulations.

9.2 Warranties by Provider

- 9.2.1 Without limiting Clause 9.1, Provider warrants, represents and undertakes on an ongoing basis during the Term that:
- (a) it has all licenses, rights, permissions and approvals to provide Amadeus with the Provider Content for distribution as set forth herein; and
 - (b) it shall provide evidence reasonably required by Amadeus to demonstrate that it has the licenses, rights, permissions and approvals referred to in Clause 9.2.1(a).

- 9.3 **Disclaimer.** Except as otherwise expressly provided in this Agreement, and except for any implied warranties or terms that cannot be excluded by law, Amadeus does not make any representations, covenants, conditions or warranties, whether express or implied, including warranties of title or implied warranties of merchantability, satisfactory quality or fitness for a

particular purpose, non-infringement, accuracy, availability, or error or bug-free or uninterrupted operation.

10. INDEMNITIES

10.1 Provider shall indemnify, defend and hold harmless Amadeus and its Affiliates and their respective, directors, officers, employees and agents from and against any and all liabilities and damages and claims for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation cost and expenses and reasonable attorney's fees) which may be made, had, brought or recovered by any third party by reason of or on account of Provider's breach of (a) any of the warranties contained in Clauses 9.1 or 9.2, (b) any third party's intellectual property rights; or (c) the provision by Provider of inaccurate Provider Content.

11. LIMITATION OF LIABILITY

11.1 **Generally.** Subject to Clause 11.4, neither Party to the Agreement shall be liable to the other for, nor deemed to be in default of this Agreement on account of any delays, errors, malfunctions or breakdowns in relation to Amadeus Value Hotels or the Amadeus System, regardless of its negligence. The foregoing shall not relieve either Party from liability for its wilful misconduct.

11.2 **Liability Cap.** Subject to Clause 11.4, the aggregate liability (the "**Liability Cap**") of each Party and its Affiliates collectively to the other Party and its Affiliates collectively whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise, and regardless of the form of the action or the theory of recovery, for claims asserted in respect of losses under or in connection with this Agreement, shall never exceed the Net Rates for Bookings made in the three (3) months prior to the date of the claim.

11.3 **Exclusions.** Subject to Clause 11.4, a Party (and its Affiliates) shall not be liable to the other Party (or to its Affiliates) for the following loss and damage (including costs and expenses relating to or arising out of such loss and damage) whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise (even if such Party (or its Affiliates) has been advised of the possibility of such damages or loss): (a) indirect loss, incidental loss, collateral loss or consequential loss; (b) exemplary, punitive or special damages; (c) lost revenue, profits (whether direct or indirect), contract business; (d) lost anticipated savings; (e) lost goodwill or reputation; (d) loss of or damage to, and restitution of, records or data; and (e) lost management time.

11.4 **Exceptions.** Neither Party (nor its Affiliates) excludes or limits its liability to the other Party (or to its Affiliates) in respect of losses arising in respect of: (a) fraud; (b) death or bodily injury caused by negligence; or (c) any liability which by law cannot be excluded or limited.

11.5 Subject to Clause 11.4, the Parties acknowledge that liability for all indemnities, undertakings, warranties, representations and obligations arising under this Agreement shall be limited under the Liability Cap, save that liability for the following indemnities, undertakings, warranties, representations and obligations shall not be so limited: (a) breach of its obligations under Clause 6 (Confidential Information), and (b) the indemnities in Clauses 3.5.6 and 10.

11.6 Neither Party nor its Affiliates may bring a claim or cause of action against the other Party (or its Affiliates) more than two (2) years after the claim or cause of action (whether in contract, tort (including negligence), breach of statutory duty, contribution, or otherwise) arises.

12. FORCE MAJEURE

12.1 Neither Party shall have any liability for any delay or failure to perform its obligations (except payment obligations) hereunder to the extent such delay or failure is the result of any act or event that is beyond such Party's reasonable control ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of god, war, lightning, fire, storm, flood, earthquake, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration,

strikes or industrial disturbances, sabotage and act of vandalism, interruption or degradation of any third party communications system or the Internet, or any action of a governmental entity and similar events. If a Party experiences a Force Majeure Event, it shall promptly provide written notice thereof to the other Party and shall use all reasonable efforts to remove, avoid or mitigate the consequences of such Force Majeure Event.

13. TERMINATION

13.1 **Termination by either Party for Material Breach.** Either Party may, by giving written notice to the other Party, terminate this Agreement if the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing to do so.

13.2 **Termination by Amadeus.** Amadeus may terminate this Agreement:

- (a) during the Initial Term only, for convenience, upon thirty (30) days' written notice to Provider; or
- (b) in the event that Provider notifies Amadeus in writing of its intention to withdraw its agreement to the self-billing process described at Clause 5.1.3, immediately upon written notice to Provider.

13.3 **Termination in relation to a Force Majeure Event.** Each Party may terminate this Agreement in accordance with Clause 12.

13.4 The effective date of a notice of termination shall not precede the date on which the notice is delivered to the other Party.

13.5 Consequences of Termination

13.5.1 Termination of this Agreement will not affect any accrued rights of either Party. On termination or expiry of this Agreement for whatever reason, Provider shall pay any amounts owed to Amadeus in accordance with the terms of this Agreement accrued prior to the date of termination.

13.5.2 Following termination of this Agreement for any reason, the Parties agree to cease the use of the other Party's name described in Clause 6.4.

13.6 **Suspension.** In the event of any material breach of the terms and conditions contained in this Agreement by Provider, Amadeus may immediately suspend or modify access to any or all of the services of this Agreement for as long as the breach continues. Any such suspension or modification shall be lifted as soon as the breach is corrected. In the event the breach continues for at least two months, Amadeus may terminate this Agreement as contemplated by Clause 13.1 above, without prejudice to other rights or remedies available to Amadeus as a result of Provider's breach of its contractual obligations.

14. DISPUTES

14.1 **Governing Law.** This Agreement shall be governed by the laws of England and Wales excluding its conflicts of law provisions.

14.2 **Dispute Resolution.** The Parties agree to discuss in good faith any dispute arising from or relating to this Agreement or the breach hereof (a "**Dispute**"). If the Parties cannot resolve the Dispute, then, upon the written request of either Party, such Dispute will be settled through final, binding and confidential arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") by three (3) arbitrators. The place of the arbitration shall be London, England and the language of the proceedings shall be English. The Parties agree to exclude any right of application or appeal to any court of law in connection with any question of law arising out of the award and expressly agree to be bound by the decision of the ICC arbitration.

15. GENERAL

15.1 **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in compliance with all applicable laws relevant to it (irrespective of receiving any data from the other Party) as at the Effective Date.

15.2 Assignment

15.2.1 Provider shall in no event sell, assign, license, franchise, and sublicense or otherwise convey this Agreement or the rights and obligations contained herein to any third party without Amadeus' prior written consent.

15.2.2 Notwithstanding the foregoing, Amadeus may, in its sole discretion, assign its rights and obligations under this Agreement to any other entity within the Amadeus Group or to any ACO upon written notice to Provider.

15.3 Entire Agreement

15.3.1 This Agreement constitutes the complete and exclusive statement of agreement and understanding between the Parties in respect of its subject matter and supersedes and extinguishes all prior contemporaneous proposals, understandings, agreements, or representations, whether oral or written with respect to the subject matter hereof.

15.3.2 Provider acknowledges and agrees that no representations were made prior to entering into this Agreement and that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any oral or written statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out or referred to in this Agreement and waives all rights and remedies which might otherwise be available to it in respect thereof.

15.4 **Amendments.** Unless expressly provided otherwise herein, no amendment, modification or change of this Agreement, including with respect to this Clause, shall be valid unless in writing and signed by an authorized representative of both Parties.

15.5 **Change of Terms and Conditions.** Amadeus may amend these Terms & Conditions by providing three (3) months' advance written notice to Provider of such amendment. Provider shall be deemed to agree with such amendment unless Provider notifies Amadeus in writing within one (1) month after receipt of Amadeus' notice of the amendment that it does not agree with such amendment. If Provider so informs Amadeus that it does not agree to the amendment, then Amadeus will have the right to terminate this Agreement by providing three (3) months' prior written notice of termination to Provider. Amadeus may withdraw its termination notice during this three (3) month period.

15.6 Consents and Approvals

15.6.1 Except where expressly provided in this Agreement as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld.

15.6.2 An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

15.7 **Waiver of Default.** A waiver by either of the Parties hereto of any of the obligations to be performed by the other under this Agreement or any breach thereof shall not be construed to

be a waiver of any succeeding breach thereof or of any other obligation herein contained. All waivers shall be in writing and signed by the Party waiving its rights.

- 15.8 **Captions.** The captions titles and headings appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or expand the scope of the Agreement or any provisions of this Agreement.
- 15.9 **Notices.** All notices and other communications hereunder shall be made in English in writing and shall be deemed to have been duly given (i) when sent, if transmitted by facsimile transmission (receipt confirmed) during normal business hours of the recipient, (ii) when received, if by courier (receipt confirmed), (iii) by e-mail (receipt confirmed) or (iv) if mailed by certified or registered mail, postage prepaid, in each case addressed as described below or to such address (number) as the receiving Party may from time to time designate in writing. Each Party acknowledges that the contact person listed below is an authorized representative of such Party and that each Party will promptly notify the other if that person no longer is authorized to take decisions about the subject matter of this Agreement.
- (a) in the case of Amadeus: General Counsel, Amadeus IT Group, S.A. c/. Salvador de Madariaga 1, 28027 Madrid Spain; and
 - (a) in the case of Provider: such contact details as advised in writing from time to time.
- 15.10 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
- 15.11 **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person (other than the Parties) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 15.12 **Electronic Signature.** Where a Party uses Electronic Signature technology to sign this Agreement or any amendment, supplement or other change relating to it, such Electronic Signature confirms the relevant Party's consent to the use of Electronic Signatures in respect thereof and to the use by the Parties of the Electronic Signature provider used to effect such signature (if any). The Parties agree such method of Electronic Signature shall be equally conclusive of a Party's intention to be bound by the terms and conditions of this Agreement as if signed with the manuscript signature of such Party. For the purposes of this Clause, "**Electronic Signature**" means data in electronic form which is attached to or logically associated with a contract or other record and which is used by a Party with the intent to sign the record.
- 15.13 **Electronic Delivery.** A signed copy of this Agreement, or any amendment or supplement of this Agreement, delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.