

Please send this contract completed and signed by fax to Partners Software, fax no. +49 – 421 – 65 59 62

LOW.FARE International License Agreement

between

Partners Software GmbH

Zum Alten Speicher 11

28759 Bremen, Germany

– hereafter referred to as „Partners” –

and

(Company Name) _____

represented by

(Managing Director) _____

(Street) _____

(City, Postcode) _____

(Country) _____

(Email) _____

(Tel.) _____

(Fax) _____

(VAT Number) _____

– hereafter referred to as „licensee” –

1 Subject of agreement

The licensee assigns Partners to activate **LOW.FARE**.

LOW.FARE is used as (Please tick the appropriate module/s):

- Counter-Version (monthly charge 19,00 Euro)
- Internet-Version (monthly charge 19,00 Euro)
- Counter- and Internet-Version (monthly charge 29,00 Euro)

Optional Premium-functions (Add-ons, please choose):

- GDS-fares/Premium Mark-up Pricing (+15,00 Euro per month)
- Onlineshop (+5,00 Euro per month)

The use of the Onlineshop is only possible in conjunction with an active **LOW.FARE** Internet-Version.

1. Within the Internet-Version of **LOW.FARE** additional services from Sunnycars and ehotel are bookable. Just enter your agency number in the administration area of **LOW.FARE**. The commission is paid on the basis of your existing agency contract. For the receipt of the commission from ehotel please contact the company directly.
2. If you haven't an agency number yet we appreciate to arrange the sending of the contract to you. Please consider that you don't need an agency contract for ehotel regarding the first booking. For the receipt of the commission please keep in mind to contact ehotel directly. (Please tick the appropriate service if desired).

- Sunny Cars
- ehotel.de

2 License scope

1. The use of the Internet-Version of **LOW.FARE** is only allowed to the licensee and is limited to the following own hosted Internet website with its domain(s):

2. The use of the services by other parties than the licensee or on other Internet domains is not allowed. Partners reserves the right to terminate the access to the system in case of mis-use by other parties. If a termination is technical not possible, Partners has the right to stop the service.

3. The use of the Counter-Version of **LOW.FARE** is limited to the user.

3 Support and Training

The service does not contain user support or training.

4 Contract beginning, duration and end

1. This contract is valid from _____ with a minimum contract period of twelve (12) months until the end of the quarter.
2. The validity of this contract is automatically extended by another (1) year if the contract is not terminated in written form by either party with a period of three (3) months prior to the end of the current period.

5 License cost, payment and price adjustment

1. **LOW.FARE (Counter-Version)**

The monthly fee for the use of **LOW.FARE** is 19,00 Euro.

Per booking a fee of 3,50 Euro is charged by Partners.

2. **LOW.FARE (Internet-Version)**

The monthly fee for the use of **LOW.FARE** is 19,00 Euro.

Additional fees payable per booking and per passenger are as follows:

- 2,50 Euro for the first person
- 2,00 Euro for the second person
- 1,00 Euro for each additional person

3. **LOW.FARE (Both Internet- and Counter-Version)**

Using the Internet- and the Counter-Version at the same time, the monthly fee is reduced to 29,00 Euro.

4. **LOW.FARE Premium Functions (Add-ons, optional)**

a. The monthly fee for the use of the GDS fares Add-on and the extended Mark-up Add-15,00 Euro.

b. The monthly fee for the use of the Onlineshop is 5,00 Euro. The use of the shop is only possible in conjunction with an active LOW.FARE Internet-Version, to which the booking requests of the shop are transferred to. The flight portfolio of the Onlineshop is limited to Low-cost fares.

6 Transactions

400 transactions per booking are free-of-charge. If this amount is exceeded by the licensee then there is an additional charge of 0,0075 Euro per transaction.

A transaction is one request-response combination performed by the system to obtain flight offers for a single combination of outbound/inbound travelling dates, or to create a booking.

The total of all transactions is compared to the number of bookings every quarter.

The resulting number of transactions per booking represents the basis of calculation.

7 Payment and prices

The monthly user fee has to be paid annually twelve (12) month in advance.

The booking fees and the transaction costs are debited retroactively every quarter.

All mentioned prices and fees are exclusive of VAT.

8 Terms of Payment LOW.FARE

1. The amount of the service fee is determined by the licensee.

For the use of the **LOW.FARE** system the licensee instructs Partners to collect the service fee on his behalf for all fare types.

Excluded are the service fees of GDS fares, which are handled by the respective fulfilment partners.

The collection of the amount will be done by credit card debit for the benefit of Partners.

The payout from Partners proceeds after most of the return debits through the booking person are over, according to experience every quarter retroactively.

The credit card commission (currently 4,5%) for the service fee is paid for by the licensee. Any additional costs relating to credit card charges (e.g. charge backs or non-authorised charges) have to be paid by the licensee.

2. The charges for the main services (flight price, rental car, insurance, hotel, etc.) are debited directly by the respective service providers, not on behalf of Partners. The possibly payable credit card commission will be charged by these service providers directly.
3. The licensee has to provide Partners with a valid European Union VAT ID number so that German VAT (MwSt.) does not have to be charged. If the licensee does not provide a valid European Union VAT ID number then Partners has to charge current German VAT.

9 Fulfilment, Ticketing

(Please only complete if you want to use GDS fares, Published fares Add-on)

The user instructs Partners to deposit the following ticket-fulfilment process and -partner: (Please tick the appropriate)

- The user prints the tickets by himself

GDS Worldspan SID: _____

- The user instructs a fulfilment partner with the ticketing

Name of the fulfilment partner: _____

GDS Worldspan SID: _____

If available: The agency number

of the user received from

his fulfilment partner prior: _____

10 Commissioned processing of personal data

According to privacy laws, Partners grants the services described herein as an entity commissioned to process personal data according to section 11 Federal Data Protection Act (FDPA). Responsibility for compliance with the provisions of the FDPA and with other data protection provisions shall rest with the Licensee. Partners is allowed to process personal data only within the directions of the Licensee.

If possible, Partners is committed to perform the services of this contract without taking notice of personal data. Partners has established technical and organisational measures according to section 9 of the FDPA and grants that these measures will be kept state-of-the-art.

The responsible employees of Partners are committed to confidentiality according to section 5 of the FDPA and are instructed to observe the FDPA-regulations. Partners has appointed a professional data protection official.

If Partners thinks that an instruction of the Licensee infringes the FDPA or other data protection provisions, he shall point this out to the Licensee without delay.

11 Applicable law, court of jurisdiction, writing clause

1. This contract and the entire relationship between the licensee and Partners Software are governed by German law. The sole place of jurisdiction is Bremen, Germany.
2. Should any part of this contract be invalid or in executable, the remainder of the contract stays if effect. The invalid or in executable part of the contract shall be replaced with a clause that expresses what both parties would have intended when the contract was signed.

12 Signatures

This contract goes into effect by both parties signing the contract.

Date, Place

Date, Place

For the licensee

For Partners Software

Direct Debit Authorisation

I hereby authorise Partners Software to charge the following credit card with the fees according to this contract:

Credit Card type: VISA MasterCard Amex Diners

Credit Card No. (16 digits): _____

Name of Cardholder (card): _____

Credit Card valid until: _____

Secure Code (CVV/CVC): _____

Bank Identifier Code (BIC): _____

International Bank Account Number (IBAN): _____

Signature of Cardholder: _____

Date, Place: _____