

AMADEUS CYTRIC TRAVEL & EXPENSE

General Terms and Conditions

These **GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION** govern the terms and conditions of access to and use of the Services. For the purposes hereof, the "**Customer**" is the legal entity referred to on the Purchase Order.

By accepting these General Terms and Conditions and the Purchase Order on behalf of a company or other legal entity, the Customer's signatory declares that he/she has the legal capacity and powers necessary to represent this entity and bind it in accordance with the General Terms and Conditions.

Supplier and the Customer are hereinafter referred to as the "**Parties**" and, individually, as a "**Party**".

1. DEFINITIONS

Capitalized terms, whether singular or plural, have the meanings given below.

"**Amadeus Group**" means the group of legal entities founded to organize, develop, operate and distribute the Amadeus System and other Amadeus products and services.

"**Amadeus Servers**" means the Amadeus or licensor servers hosting the Solution.

"**Amadeus System**" means the global distribution system (GDS) being developed, operated and distributed by the Amadeus Group. For the avoidance of doubt, this Agreement does not create any right to use and access the Amadeus System

"**Anomaly**" means any reproducible malfunction affecting the proper functioning of the Services in accordance with the Documentation, irrespective of any fault on the part of the Customer or use that does not comply with the Documentation and the General Terms and Conditions. Malfunctions resulting from products, services or networks not directly supplied by Supplier or its subcontractors are not the responsibility of Supplier.

"**Authorized Users**" means the Corporate Customer's employees, agents and contractors authorized to access the Solution.

"**Booking**" means a completed travel reservation in the Solution resulting in a record in an external reservation system such as a GDS or a CRS.

"**Booking File**" means a file that is created each time an Authorized User accesses the Solution resulting in one or more confirmed Bookings.

"**Charges**" means all fees and charges payable to Amadeus for products or services provided under this Agreement.

"**Control**" and its derivatives means with regard to any entity the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

"**Corporate Customer**" means an entity (excluding travel agencies, airlines or other travel providers) that Customer: enters into a contract with for the use of or access to the Solution.

"**Corporate Customer Content**" means information that a Corporate Customer may provide to Amadeus in the course of using the Solution, including: (a) travel supplier contract information; (b) its travel policies; (c) the login information, PNRs and Profiles of its Authorized Users; (d) the Corporate Customer's graphics; and (e) usage data generated by its Authorized Users.

"**Confidential Information**" means the terms of this Agreement, all information of a Party or its Affiliates marked "confidential", "restricted" or "proprietary" by either Party, and any other information of a Party or its Affiliates that is treated as confidential by the disclosing Party and would reasonably be understood by the receiving Party to be confidential

information of a Party or its Affiliates, licensors or subcontractors, whether or not so marked, including: (a) any software or components provided by either Party or its Affiliates under this Agreement; (b) any software, components or other products and services, the provision of which is under discussion between the Parties during the Term (including in connection with any pilot or similar arrangement); (c) attorney or solicitor-client privileged materials or work product; or (d) any costs and commissions, strategic plan, account information, research information, developments, trade secrets, financial/accounting information, human resources and personnel information, internal or external audits, lawsuits, sales or marketing methods, methods of doing business, customer lists or requirements, or supplier information. For the purposes of this definition, "Confidential Information" does not include Personal Data, which is dealt with separately under Schedule 5 (*Data Processing*).

"**Contract**" means the combination of the General Terms and Conditions, the Order Form(s), and all Schedules hereto.

"**cytric Travel Wizzard™**" means an additional Amadeus cytric Travel & Expense user interface, allowing Corporate Customers to increase control over online and offline bookings, including smart dynamic functionality to possibly avoid trips in the first place. By including offline bookings into the Amadeus cytric Travel & Expense database, Corporate Customers have access to all travel data in a uniform fashion.

"**Data Protection Laws**" means all applicable laws and regulations relating to the Processing of Personal Data, data protection, and privacy or legally binding regulations.

"**Documentation**" means all instructions for the operation and use of the Services, provided 'online' or delivered by any other means and on any other medium to the Customer.

"**DynaWeb™**" means cytric's Dynaweb™ Technology, an additional Amadeus cytric Travel & Expense technology that gives Corporate Customers access to more than 100 web sites of low fare airlines to receive Internet availability and pricing and book immediately. DynaWeb™ allows combining network airline bookings with low fare bookings for enhanced travel planning.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

"**GDS**" means a global distribution system (commonly referred to as a computerized reservation system). For the avoidance of doubt, GDS shall include each of the global distribution systems operated by Amadeus, Farelogix, Infini, ITA, Sabre, Sirena, Travelport, Travelsky, and their respective affiliates, successors and assigns, and any other system with multi-provider content offering such content to travel agencies, corporations or travel wholesalers.

"**i:FAO**" means i:FAO Group GmbH, Located in Frankfurt am Main, Registered at Amtsgericht Frankfurt am Main, HRB 73600.

"**Intellectual Property**" means any and all intellectual property and industrial property recognized under applicable law, including all copyrights, database rights, patents, know-how, models, methods, inventions (whether patentable or not), designs, registered and unregistered design rights, industrial design rights, mask works, registered and unregistered trademarks and service marks (together with the goodwill relating thereto), trade dress, domain names, trade secrets and their equivalent in any part of the world, any other industrial or intellectual property, as well as any and all applications and registrations for any of the foregoing and all rights to apply for any of the above worldwide, together with all know how, extensions, renewals, derivatives and improvements related thereto.

"**LCC**" means Low Cost Carrier.

"**License**" has the following meaning. Supplier implements the Subscription subscribed to by the Customer by making available on the Platform a certain number of Licenses whose scope of rights and characteristics (rights of access and use of the Services) depend on the Service offering subscribed to by the Customer as described in Appendix "Description of Service offerings". The Order Form for a Subscription must specify the chosen Service offering and the number of corresponding Licenses.

"**LCC/Web Fare**" means "Low Cost Carrier/Web Fare" and as otherwise described on Schedule 2 (*Fees and Charges*). An "LCC/Web Fare Transaction" is a transaction made on a Low Cost Carrier or through a fare made available on the carrier web site.

"**Maintenance**" means "**Corrective Maintenance**" activities aimed at the correction by Supplier of any Anomalies in the Application as well as "**Evolutionary Maintenance**" activities aimed at improving existing functionalities of the Application or adding new functionalities as part of the policy of continuous improvement of the Application decided by Supplier. The terms and conditions of Maintenance are specified in Article 7.

"**Personal Data**" means personal data within the meaning of the Personal Data Protection Laws. The categories of Personal Data processed, as well as the purposes and characteristics of their processing, are described in Appendix "Processing of Personal Data".

"**Personal Data Protection Laws**" means Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms in its current version, European Regulation No. 2016/679, known as the General Data Protection Regulation ("GDPR").

"**Platform**" or indifferently "**Application**" means the platform developed by Supplier on which the Customer and Users access the Services.

"**PNR**" means passenger name record.

"**Price**" means the price(s) or rate(s) as indicated in article 4 and including the price of the Subscription to the Services (including maintenance and hosting) and the price of the Services, where applicable. Unless otherwise indicated, all Prices are exclusive of tax.

"**Profile**" means a unique user profile that holds useful information about a traveling passenger that supports the activity of creating a reservation.

"**Solution**" means Amadeus cytric Travel & Expense, a self-booking tool as described in Schedule 1 (*Solution Description*) which combines the ability to make trip requests, travel reservations and, where applicable, manage travel expenses, as the same may be improved, modified or otherwise changed in accordance with this Agreement.

"**Sublicense**" means the access services agreement between Reseller and a Corporate Customer for use of the Solution.

"**Taxes**" means all applicable VAT and other tax or fee imposed by any governmental authority arising out of or relating to the products and services provided hereunder.

"**TMS**" means Travel Management System.

"**TMS Administrator**" means any legal entity working in the travel business (other than airlines) which is licensed a non-transferable, non-exclusive right to access and use the TMS and has a contract with Corporate Customer for the provision of travel booking, fulfilment and other travel services to Corporate Customers.

"**Usage Hours**" means Monday through Saturday for 24 hours and Sunday from 08:00 CET to 18:00 CET.

"**Work Product**" means any materials produced by or with Amadeus (or its licensors), pursuant to this Agreement, including in the course of providing any support. Work Product includes materials for the Solution produced for, or in cooperation with, Reseller.

"**Year**" means each successive twelve-month period from the Effective Date.

"**Purchase Order**" means the quotation (or similar document) issued by

Supplier and signed by the Customer by which the Customer orders Services and/or Provisions from Supplier. All Purchase Orders are subject to these General Terms and Conditions and may include Special Terms and Conditions.

"**Services**" refers to all services that the Customer may order by virtue of a Purchase Order in addition to the Subscription under the conditions set forth herein, and which may include, but are not limited to, support and training services, project management, provision of customized Documentation, configuration, development for integration of external application systems or databases, and provision of a white-label mobile application.

"**Subscription**" means the Customer's subscription to an offer of Services proposed on the Platform, via the signature of an Order Form.

Interpretation

For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (e) words denoting any gender include all genders; (f) the word "person" includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns; and (g) the word "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, references in this Agreement: (i) to Clauses, Sections, Schedules, Exhibits, Attachments and Appendices mean the Clauses and Sections of, and Schedules, Exhibits, Attachments and Appendices attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; (iii) to a law or regulation is a reference to it as it is in force as at the date of this Agreement and includes all subordinate legislation made as at the date of this Agreement under that law or regulation; and (iv) to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, Attachments and Appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

2. SUBJECT

The General Conditions describe the conditions under which Supplier grants the Customer the right to access and use the Services on the Platform in SaaS mode (via mobile or web) as well as, where applicable, the provision of the Services in return for payment of the Price set out in Article 5.

The Software will be provided as an extension to the main browser used by the Customer (Chrome, MS Edge Chromium, Firefox, Safari).

COMMISSIONING AND CONTRACT TERM

The Contract comes into force on the date of signature and continues for an initial firm period (the "**Initial Period**") from the date of First Commissioning.

Unless otherwise stipulated in the Purchase Order, Supplier will proceed with the First Commissioning as soon as possible after signature of the Contract and will inform the Customer accordingly.

On expiry of the Initial Period, the Contract will be automatically renewed by tacit agreement on each Anniversary Date for a further period of twelve (12) months (the "**Renewed Period**"), unless terminated by either Party by registered letter with acknowledgement of receipt at least three (3) months before the next Anniversary Date.

3. Modifications to Services

Supplier reserves the right to modify the Services or any part or element thereof from time to time without prior notice, including, without limitation:

- rebranding, repackaging or repricing (including any adjustments to current Fees which will be applicable at the next Plan renewal date) the Services at its sole discretion;
- ceasing providing or discontinuing the development of any particular Service, Feature or part or element of the Platform, temporarily or permanently;
- taking such action as is necessary to preserve Supplier's rights upon any use of the Services that may be reasonably interpreted as violation of Supplier's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Client may be notified of such modifications when logging in to the Account.

If the Client does not accept a modification, Client shall notify Supplier or Reseller (if Client purchased access to the Services from a Reseller) before the effective date of the modification, and Client's Account will terminate on the effective date of the modification. However, Client's continued use of the Services, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. Supplier shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of the Services, or any part or element thereof.

4. PRICING AND BILLING

4.1 Billing principles

4.1.1 Service billing

As from the First Start-up, Supplier will invoice the Customer the Price corresponding to the number of Licenses ordered by the Customer in accordance with the Order Form(s), irrespective of the actual use made by the Customer of the Licenses thus made available.

4.1.2 Billing for Services

Unless otherwise specified in the Purchase Order, Services are invoiced on the date the Contract takes effect, and for Services ordered subsequently on the date the corresponding Purchase Order is signed.

4.1.3 Invoice recipient and due date

Invoices will be issued in the Customer's name and address as shown on the Purchase Order.

Unless otherwise stipulated in the Purchase Order, invoices are payable by bank transfer thirty (30) days net after the invoice date.

Without prejudice to any damages, in the event of non-payment by the Customer of an invoice on its due date, Supplier may automatically :

- Claim payment of late payment penalties at the rate of 3 (three) times the legal interest rate, calculated from the due date shown on the invoice to the date of actual payment, and payment of the fixed indemnity for collection costs set at 40 euros in accordance with article D. 441-5 of the French Commercial Code. If the collection costs incurred exceed the amount of this fixed indemnity, Supplier may request additional compensation, on justification.
- Suspend access to the subscribed Services after prior formal notice has been served without success at the end of a period of thirty (30) working days.

5. OBLIGATION OF THE PARTIES

5.1 Supplier bonds

Supplier undertakes to provide the Services in accordance with good practice and in such a way that they comply with the legal and regulatory obligations in force.

Supplier will use its best efforts to ensure that the Services operate in accordance with the service levels set out in Appendix "Service Level Agreement (SLA)".

5.2 Customer obligations

5.2.1 Collaboration

The Customer undertakes to inform Supplier in writing precisely of its requirements or of any information necessary for the performance of the Services and of any event likely to affect the proper performance of the Contract.

To ensure close collaboration between the parties, the customer appoints a single, competent and experienced contact person.

5.2.2 Documentation compliance

The Customer also undertakes not to hinder or disrupt the operation of the Services and to comply with the requirements, Documentation, procedures and general rules communicated to him by Supplier for the proper operation of the Services.

6. SUBSCRIPTION TO SERVICES

6.1 License Grant

Supplier grants the Customer to access and use Amadeus cytric Travel & Expense or any part thereof for Customer's internal purposes. Such rights are limited in scope and enable the Customer to access and use Amadeus cytric Travel & Expense as contemplated under this agreement, namely that such rights (i) are non-exclusive, non-transferable, revocable and non-sub-licensable; and are (ii) at all times (a) limited to the right to access Amadeus cytric Travel & Expense for the sole purpose of enabling authorized users to make travel reservations, and (b) subject to the prohibited uses referenced herein.

6.2 Suspension of Services

Amadeus or its licensor may, in its reasonable determination, deactivate Reseller's or Corporate Customer's or Authorized User's user name(s) and password(s) or temporarily suspend access to the Solution or a portion thereof: (a) to prevent or stop violations, or reasonably suspected violations, of applicable laws or regulations; (b) to prevent or mitigate damage or imminent damage to Amadeus' or its licensors' systems (including those used to provide the Solution), or data of Amadeus' licensors or its other customers stored on such systems; (c) if Reseller does not pay any amount due under this Agreement on the due date for payment; or (d) in response to a court order or other lawful order from a law enforcement or other agency (each, a "Preventive Suspension"). Amadeus has the right to remove from the Solution any potentially offending content inserted by Reseller's or Corporate Customer's or Authorized User's in the Solution. However, in the event of a Preventive Suspension, Amadeus or its licensor will, to the extent permitted by applicable law and as expeditiously as is reasonable, provide Reseller with prior notice of the Preventive Suspension and limit the Preventive Suspension to the minimum extent required. Amadeus or its licensor shall promptly restore access upon: (i) cessation of the prohibited activity; (ii) Amadeus' and its licensor's receipt of reasonable assurances that the material breach will be promptly cured (if possible) or the prohibited activities will not resume; or (iii) expiration or withdrawal of the relevant order, as applicable. If such reasonable assurances are not received within ten (10) business days after notice of any Preventive Suspension, Amadeus will have the right to terminate this Agreement, in which case Amadeus reserves the right to pursue all available legal remedies.

6.3 Prohibited Uses

Customer shall not use Amadeus cytric Travel & Expense to: (a) transmit any files, data or other material that actually or potentially infringes the intellectual property rights of Reseller or Amadeus; (b) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (c) interfere, disrupt or attempt to use Amadeus cytric Travel & Expense to gain unauthorized access to any computer system, server, network or account for which it does not have authorization to access or at a level exceeding its authorization; (d) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; (e) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of Amadeus cytric Travel & Expense; (f) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous invasive of another's privacy right or right of publicity, or racially or ethnically objectionable; (g) infringe the intellectual property rights of any entity or person; (h) interfere with or disrupt the software or

systems used to host Amadeus cytric Travel & Expense, or other equipment or networks connected to Amadeus cytric Travel & Expense; (i) circumvent or disclose the user authentication or security of Amadeus cytric Travel & Expense or any host, network, or account related thereto; (j) access Amadeus cytric Travel & Expense for the purpose of building a competitive product or service or copying its features or user interface; (k) permit access to Amadeus cytric Travel & Expense by any person that is not an Authorized User; or (l) make any use of Amadeus cytric Travel & Expense that violates any applicable local, state, national, international or foreign law or regulation. If any prohibited use by the Customer, continues after Reseller or Amadeus has provided it with 30 day notice of a prohibited use, Reseller or Amadeus may: (i) suspend all access rights and other services provided to such Customer; or (ii) in the event such suspension does not prevent a prohibited use, terminate this Agreement. In the event any prohibited use causes immediate material harm or significant risks, as determined by Reseller or Amadeus, to the Amadeus System or Amadeus networks or to Amadeus cytric Travel, Reseller or Amadeus may immediately suspend all access rights and other services to such Customer.

6.4 Use of Aggregate Data

Notwithstanding anything to the contrary herein, Amadeus or Reseller may gather, compile, commingle and use aggregate, anonymous statistical or analytical data or performance information about its provision and the use of Amadeus cytric Travel. Such aggregate data may be used by Amadeus or Reseller for financial, accounting, product optimization, customer support, and other internal business purposes and, provided such aggregated data does not contain any personally identifiable data of the Customers' end users, may be marketed and sold by Amadeus to travel service providers, travel agencies or others. Amadeus or Reseller, as applicable, retains all ownership and intellectual property rights to those aggregate statistical or analytical data and that aggregate statistical or analytical performance information. Further, nothing herein shall operate to restrict Amadeus' rights or Reseller's rights with respect to the marketing of Marketing Information Data Tapes (MIDT).

6.5 End Users' Consent

Customer agrees that it has collected and shall maintain and handle all Personal Data disclosed, transferred, shared, sent or otherwise made available or accessible to Amadeus by Customer (whether directly or via Reseller) in compliance with the data privacy and protection laws, rules and regulations applicable to it, including but not limited to the collection and maintenance of any and all necessary consents or approvals to enable Amadeus to process Personal Data and credit card data, as applicable, for the purpose of processing and otherwise handling the transactions contemplated through Customer's use of Amadeus cytric Travel & Expense. Further, Customer is solely responsible for determining the suitability of Amadeus cytric Travel & Expense for Customer's business and complying with any regulations, laws, or conventions applicable to such Personal Data and Customer's use of Amadeus cytric Travel & Expense.

6.6 Third Party Beneficiary

The applicable entities within the Amadeus Group are third party beneficiaries with respect to all protections provided to the Amadeus Group under this sublicense.

6.7 Security Standards; Access Restrictions; Data

Customer shall maintain commercially reasonable security standards for its and its Authorized Users' use of Amadeus cytric Travel & Expense. Customer shall maintain the security of passwords and take necessary measures to limit access and use exclusively to authorized users of Customer. Customer shall take commercially reasonable measures not to provide to Amadeus via Amadeus cytric Travel & Expense any data, including data that may infringe or misappropriate the copyright, trademark, or proprietary or intellectual property right of any person.

derivative work.

6.8 Services

In addition to the Subscription, the Customer may request Supplier to provide Services.

Supplier will make reasonable efforts to investigate and respond to the request as soon as possible by providing the Customer with a quotation.

It is understood that Supplier is under no obligation to provide a quotation. Supplier will only commence performance of the Services if a corresponding Purchase Order has been signed.

7. MAINTENANCE

Supplier will maintain the Services for the duration of the Contract. Supplier guarantees that upgrades and new versions of the Services will not result in any regression of the Services in terms of performance and functionality.

Supplier is not responsible for Maintenance and will not be required to correct Anomalies in the following cases:

- refusal by the Customer to cooperate with Supplier in resolving the Anomalies and in particular to respond to reasonable questions and requests for information,
- use of the Services in a manner that does not comply with their intended purpose or Documentation,
- failure by the Customer to meet its obligations under the Contract affecting maintenance operations,
- installation of any software package or operating system that is not compatible with the Services,
- failure of the customer's electronic communication networks, or
- deterioration due to an event of Force Majeure.

Service maintenance operations may render the Service temporarily unavailable. They are carried out after 2 weeks' notice and only outside working days and hours.

8. INTELLECTUAL PROPERTY AND WARRANTY

The Customer remains the owner of all data communicated when using the Services.

The Contract does not confer any ownership rights to the Services, and access to the Services does not entail the transfer of any intellectual property rights to the Customer.

Supplier warrants that it holds or has the necessary authorizations and intellectual property rights to provide the Services, the Services and the Documentation (hereinafter the "**Warranty**").

Under this Guarantee, Supplier shall defend and indemnify the Customer against any claims or legal actions by third parties who claim that the Services or Documentation provided by Supplier constitute an infringement of its copyrights and/or an act of unfair competition (together, a "**Claim**").

To this end, Supplier undertakes:

- i. to defend the Customer against any Claim at its own expense; and
- ii. to pay all damages and interest which, in the event of a final court decision, the Customer may ultimately be required to pay.

The Customer shall inform Supplier in writing as soon as it becomes aware of any such Claim and shall leave the exclusive control of the defence to Supplier, at its own expense.

The Customer shall also have the right to participate, at its own expense, in such defense and shall cooperate in good faith with Supplier in such defense.

The warranty provided for in article 10 will not apply if claims are caused by :

- i. use of the Services that does not comply with the Documentation,

or modification or adaptation of the Services by the Customer;

- ii. failure by the Customer to implement corrections or improvements to the Service provided free of charge by Supplier as part of Maintenance;
- iii. using, marketing or making the Service available to a third party, except as provided for in the Contract;
- iv. information, instructions, specifications or materials supplied by the Customer or a third party at the Customer's request.

In the event of a suspected or confirmed Claim, Supplier will, at its own expense and at its own discretion and within commercially reasonable time, either:

- i. to obtain in court for the Customer the right to continue using the Service and Documentation; or
- ii. to replace or modify the litigious elements by elements presenting substantially equivalent functionalities that do not constitute an infringement of a third party's right;

If none of the above options is possible on reasonable commercial terms, at Supplier's discretion, Supplier may require the Customer to cease use of the infringing portion of the Service and shall refund to the Customer the applicable Price prepaid therefor and not consumed, on a pro rata basis. The warranties given in this section are exclusive of all other remedies and warranties.

9. CONFIDENTIALITY

9.1 Confidentiality Generally

Each Party shall not at any time during the Term, and for a period of five (5) years after termination of this Agreement, disclose to any person any Confidential Information.

Each Party may disclose the other Party's Confidential Information:

- I. to its Affiliates, employees, officers, representatives, subcontractors or advisers who need to know such Confidential Information for the purposes of carrying out the receiving Party's obligations under this Agreement; *provided that* the recipients of such Confidential Information are bound by confidentiality terms which are no less onerous than those set out in this Clause; and
- II. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; *provided that* the Party required to disclose must give the other Party prompt written notice prior to such disclosure and use its reasonable endeavours to obtain a protective order against such disclosure.

Each Party shall not use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

9.2 Publicity

Notwithstanding anything to the contrary in this Agreement, Amadeus may publicly disclose that Reseller is a customer of Amadeus.

10. LIMITATION OF LIABILITY

10.1 Indirect Damages

IN NO EVENT WILL A PARTY, OR THEIR RESPECTIVE OFFICERS, AGENTS, CONTRACTORS OR VENDORS, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, WARRANTY, TORT OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Economic Losses

IN NO EVENT WILL A PARTY, OR THEIR RESPECTIVE OFFICERS, AGENTS, CONTRACTORS OR VENDORS, BE LIABLE FOR LOSS OF REVENUE, PROFIT, GOODWILL OR SAVINGS OF ANY PARTY (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), INCLUDING THIRD PARTIES, ARISING FROM OR RELATED TO THIS AGREEMENT. SUCH LIMITATION INCLUDES ANY SUCH DAMAGES

CAUSED BY ANY ACT OR OMISSION OF AMADEUS, A MEMBER OF THE AMADEUS GROUP OR THIRD PARTY SOFTWARE CONTRACTORS TO PROCURE, COLLECT, COMPILE, ABSTRACT, INTERPRET, COMMUNICATE, PROCESS, STORE OR DELIVER ANY DATA OR INFORMATION.

10.3 Limitation of Liability

EXCEPT FOR: (a) SUMS ACCRUED AND UNPAID UNDER THIS AGREEMENT; (b) SUMS EXPRESSLY IDENTIFIED AS BEING PAYABLE UNDER THIS AGREEMENT; (c) DIRECT DAMAGES ARISING FROM BREACHES OF CLAUSE 9 (*CONFIDENTIALITY*) ABOVE; AND (d) EXPRESS INDEMNITY OBLIGATIONS UNDERTAKEN HEREUNDER, THE PARTIES AGREE THAT THE TOTAL AGGREGATE LIABILITY OF A PARTY FOR ALL CLAIMS ARISING IN CONTRACT, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS RECEIVED BY SUCH PARTY UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE PARTIES AGREE THAT THEY HAVE CAREFULLY CONSIDERED THE RISKS UNDER THIS AGREEMENT AND HAVE FAIRLY ALLOCATED SUCH RISKS BETWEEN THEM AND, THEREFORE, AGREE THAT THIS LIMITATION OF LIABILITY IS FAIR AND REASONABLE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF A PARTY WITH RESPECT TO: (i) DEATH OR PERSONAL INJURY ARISING OUT OF ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES; (ii) FRAUD; OR (iii) FRAUDULENT MISREPRESENTATION.

10.4 Data Security Liability Cap

NOTWITHSTANDING CLAUSE 10 (*LIMITATION OF LIABILITY*) ABOVE, THE PARTIES AGREE THAT THE TOTAL AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES FOR ALL CLAIMS ARISING IN CONTRACT, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) ARISING OUT OF OR RELATED TO A BREACH OF ITS OBLIGATIONS UNDER CLAUSE *SECURITY REQUIREMENTS*), AS APPLICABLE, WILL NOT EXCEED €100,000 (ONE HUNDRED THOUSAND EURO) PER YEAR OF THE AGREEMENT.

10.5 Dual Faceted Claims

A claim by a Party may be alleged to relate to both: (a) Personal Data; and (b) Confidential Information (a "**Dual Faceted Claim**"). The Parties hereby acknowledge that it is not their intention to allow a Party making a Dual Faceted Claim to avoid the limits or exclusions otherwise applicable to such Dual Faceted Claim under this Clause, by framing a Dual Faceted Claim as a breach of Clause 9 (*Confidentiality*) above.

11. FORCE MAJEURE

No Party shall have any liability if it is prevented from or delayed in performing its obligations (except payment obligations) under this Agreement, or from carrying on its business, by acts or events beyond its reasonable control (a "**Force Majeure Event**"). Force Majeure Events include acts of god, war, lightning, fire, storm, flood, earthquake, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, strikes or industrial disturbances, sabotage, acts of vandalism, criminal (including cyber-crimes affecting computers, networks or the internet, illegal hacking, (distributed) denial of service attacks, unauthorised access to or interference with data, identity theft, software and media piracy, website vandalism, release of viruses and worms, invasion of privacy and cyber-spying) acts, compliance with any law or governmental order, rule, regulation or direction, interruption or degradation of any third party communications system or the Internet, or any action of a governmental or public 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. If the

Force Majeure Event continues for more than ninety (90) days, the other Party may terminate this Agreement upon written notice.

12. TERMINATION

12.1 Right to Terminate

Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- I. 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;
- II. subject to applicable law: (i) the other Party becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent restructuring) or is dissolved, seeks reorganization or readjustment of its debts, makes an arrangement with its creditors, becomes subject to an administration order or a receiver or administrative receiver is appointed over all or any of its assets, takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or any procedure equivalent to any of the preceding matters occurs in any other jurisdiction with respect to that other Party; (ii) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (iii) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy;
- III. the terminating Party's direct competitor acquires Control of the other Party. The Parties will use their good faith efforts to address any concerns arising out of the change of Control event with the goal of avoiding termination of this Agreement;
- IV. with respect to Amadeus only, Reseller commits a material breach of any term of an agreement with another member of the Amadeus Group and (if such a breach is remediable) fails to remedy that breach within the notified period; or
- V. as otherwise expressly provided in this Agreement or applicable law.

12.2 Termination by Amadeus

Amadeus may terminate this Agreement by giving ninety (90) days written notice to the Reseller if Amadeus' licenses to market and distribute Cytric is terminated. In this case Amadeus will use reasonable efforts to obtain an additional license from the licensor for Reseller at least until the end of the then current Term. If Amadeus' licensor does not agree to such an additional license, Amadeus may terminate this Agreement with a written notice period of ninety (90) days.

12.3 Effect of Termination

In the event of termination or expiry of this Agreement for any reason:

- I. both Parties shall, at the discretion of the other Party, either return to the other Party or destroy all materials previously provided; and
- II. all license and other rights hereunder shall immediately cease, and any fees due shall become immediately payable.

12.4 Survival

Clauses 9 (*Confidentiality*), 10 (*Limitation of Liability*), and 16 (*Governing Law*) shall survive the expiration or termination of this Agreement.

13. PERSONNEL AND SOCIAL REGULATIONS

Supplier declares that it complies with social legislation and certifies that it is up to date with its tax and social security payments and declarations.

14. NO WAIVER / EXERCISE OF RIGHTS

The failure of either Party to exercise any of its rights hereunder, or any delay by either Party in exercising such rights, shall not constitute a waiver thereof.

Similarly, the partial exercise of a right or of only one of the remedies available to one of the Parties shall not prevent the latter from exercising that right in full or from exhausting all the remedies available to it.

15. MISCELLANEOUS

15.1 Assignment and Other Dealings

- I. Unless otherwise expressly agreed, no Party shall assign, transfer, novate, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.
- II. Amadeus may at any time assign, transfer, novate, mortgage, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under this Agreement to: (i) its Affiliate; (ii) any other member of the Amadeus Group; or (iii) any entity that acquires Control of Amadeus, into which Amadeus is merged or which acquires all or substantially all of the assets of Amadeus.

15.2 Subcontractors

Amadeus has the right, at its sole discretion, to use subcontractors and licensors to perform its obligations pursuant to this Agreement.

15.3 Independent contractors

This Agreement does not create a partnership, agency, joint venture, employment or any other similar arrangement. The Parties shall at all times remain legally and financially independent. Reseller shall not have any power or authority to conclude any contract or make any form of representation, statement, warranty or guarantee in favour of any person or entity on behalf of Amadeus or the Amadeus Group. In no event shall either Party act as an agent of the other.

15.4 Amendments

No modifications or amendments to this Agreement shall be valid unless in writing and signed by the applicable parties thereto. Each Party shall inform its respective Affiliates of any amendment to this Agreement affecting such Affiliate.

15.5 Electronic Signature

Where a Party uses Electronic Signature technology to sign this Agreement or any amendment or supplement of this Agreement, 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). Such method of Electronic Signature shall be equally conclusive of a party's intention to be bound by 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.

15.6 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 or other document, as applicable.

15.7 Entire Agreement

This Agreement, which includes all Schedules attached hereto, constitutes the entire agreement between the parties thereto and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation,

assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

16. APPLICABLE LAW

The Contract and any dispute or claim relating to its formation, validity, interpretation, performance or termination shall be governed by French law.

