

Amadeus Selling Platform

1. Subject of the Agreement

1.1 Amadeus Germany shall grant the Subscriber the right to use the Amadeus Germany electronic reservation and sales system ("Amadeus System") in accordance with the following provisions. The Subscriber shall not have the right to claim that certain providers offer their services for distribution via the Amadeus System or place data thereon. Amadeus Germany solely owes the transmission of the particular provider data as well as the possibility to make use of the provided software but does not owe the correctness and accuracy of this transmitted data. In case providers will only make their services for distribution available under certain (commercial) conditions, Amadeus Germany reserves the right to provide those services via the Amadeus System only under special conditions itself.

The scope of the granted right of use is contained in the respective service forms (referred to as "order forms" in previous versions of the agreement on system subscription). Within the Amadeus Selling Platform subscription the different product lines are interchangeable for the Subscriber. It is precondition for such a change that the Subscriber will notify Amadeus Germany in writing with three (3) months notice. Any change of product lines will not mark the beginning of a new minimum term in the sense of 16.2.

1.2 The Subscriber shall be advised that, in accordance with the Regulation of the EU Council of Ministers dated October 29, 1993,

- end consumers are, as a rule, to be advised by means of the neutral display when purchasing airline services. Upon request by the customer, other displays which, for example, show only the services of one airline, may also be taken as a basis.
- system services may not be handled in a way that would provide the end consumer with inaccurate, unclear, or other discriminatory representations of information.

2. Access to the Amadeus System

2.1 To access the Amadeus System, the Subscriber shall receive one terminal-ID per user license. The Subscriber shall receive access to the Amadeus System via an IP-enabled network connection; at the Subscriber's option, via an Amadeus Germany network connection, the Internet, or another suitable network access. If the Subscriber wishes to gain access via an Amadeus Germany network connection, the Parties shall stipulate separate provisions on such access in a supplementary agreement.

2.2 For access to the Amadeus System, Amadeus Germany shall make available servers which are

secured against unauthorized access in accordance with the state of the art. Neither provision of a network access to the Provider nor provision of transmission routes to the Amadeus servers is the subject of this Agreement.

2.3 The options for establishing a connection to the Amadeus System are contained in the current product sheets.

2.4 The Subscriber is responsible for the confidentiality of the data that enable it to gain access to the Amadeus System. The Subscriber undertakes to keep user identification and passwords in such a way that unauthorized third parties do not have any access to such data so as to rule out the possibility of any misuse of access by third parties.

Such persons who receive access to the Amadeus System with the knowledge and intent of the Subscriber, in particular employees of the Subscriber who are called in by the Subscriber to use the System in conformity with the Agreement shall not be deemed unauthorized third parties. If the Subscriber grants its employees a right of access, it shall accordingly obligate them to maintain confidentiality over the access data.

3. Software Use

3.1 The following provisions shall apply to the use of software, including interfaces, provided to the Subscriber within the framework of this Agreement.

The Subscriber shall receive a non-exclusive and non-assignable right to use the software provided by Amadeus Germany for the period limited to the duration of the respective agreement, for its own internal business purposes only, without the right to grant sublicenses.

Use of the software shall be limited to one PC per license and to the territory of the Federal Republic of Germany. Temporary use of the software on laptops from abroad shall remain unaffected hereby.

3.2 The right of use shall entitle the Subscriber to fully or partially copy or store the software provided by Amadeus Germany in the hardware used by the Subscriber in accordance with provisions. This shall also include the right to create a backup copy. The right of use shall likewise extend to the necessary use of documentation accompanying the software to be provided.

3.3 The Subscriber shall not be permitted to modify the software provided by Amadeus Germany or to combine it with other programs. The rights of the Subscriber arising from the copyright shall remain unaffected hereby.

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- 3.4 The Subscriber undertakes indefinitely to refrain from making available the software provided by Amadeus Germany, or parts thereof, including copies, to third parties, with the exception of employees called in by the Subscriber to use such software in conformity with the Agreement.
- 3.5 Upon termination of the respective agreement, the Subscriber shall completely destroy the software provided by Amadeus Germany, including any copies possibly made, as well as any accompanying documentation, and, on demand by Amadeus Germany, confirm such destruction in writing.
- 3.6 Amadeus Germany reserves the right to modify the software through expansions, improvements, or restrictions, provided such modification does not entail a reduction in the contractual services.

4. Hardware Requirements and Hardware Connection

- 4.1 To subscribe to the Amadeus System, the Subscriber will meet the hardware and software requirements ("System Specifications") listed under Annex 1 of these conditions. Proper functioning of the software and/or Amadeus System is not warranted and malfunctions and/or damage can occur if these minimum requirements are not met.
- 4.2 Amadeus Germany shall be entitled to adjust the minimum requirements under Annex 1 and/or 2 to the state of the art and inform the Subscriber in sufficient time of such adjustments. This could result in adjustment work at the site of the Subscriber.
- 4.3 The Subscriber shall obtain the appropriate hardware in accordance with Annex 1 and/or 2 and shall be responsible for its proper functioning and maintenance.
- 4.4 The Subscriber will, in consultation with Amadeus Germany and at its own expense, set up and install the necessary hardware, undertake the construction necessary for the connection, and install all required technical equipment (power connection, lines, and connections for connection to the data transmission network, e.g. also LAN cabling).
- 4.5 The hardware necessary for ticketing which is connected to the Amadeus System may not be removed from the installation site without prior written consent by Amadeus Germany. The same shall apply to any other cases where hardware configurations change.

The Subscriber will inform Amadeus Germany in writing of such a change in location and all address changes with prior notice of at least four (4) weeks.

- 4.6 To ensure properly functioning use of the Amadeus System at all times, the Subscriber

may connect other computer reservation systems only upon prior written consent by Amadeus Germany. Upon review of such a request, Amadeus Germany may refuse its consent only for reasons of possible hardware or software incompatibility.

5. Software Installation, Updates, Data Backup

- 5.1 Amadeus Germany will make available the software licensed under this Agreement (including updates) at the site of the Subscriber, either online or by sending data carriers (e.g. CD ROMs). To enable online maintenance, the Subscriber shall keep its hardware in operation and accessible during the time frame of which it has been notified in advance by Amadeus Germany. The Subscriber will furthermore reserve the appropriate hard-disk capacity and system memory capacity necessary for the Amadeus software.

Once the software is made available, the Subscriber will install the updates immediately, but no later than within fifteen (15) days. As an alternative there is the possibility to install software updates at the Subscriber automatically.

Amadeus Germany shall be entitled also to choose other means of software maintenance.

- 5.2 The Subscriber itself shall be responsible for backing up its own data stored in the hardware connected to the Amadeus System. The Subscriber will furthermore take appropriate measures to protect its computers (e.g. firewall, anti-virus programs).

6. Hardware and Software Check

The Subscriber agrees that Amadeus Germany shall, at appropriate times, perform online checks of the hardware and software used by the Subscriber to subscribe to the Amadeus System in order to warrant technical support, including the elimination of malfunctions, and proper invoicing.

7. Elimination of Malfunctions

- 7.1 To avoid malfunctions in the Amadeus System, Amadeus Germany recommends that a maintenance agreement be concluded for systems (hardware and software) connected to the Amadeus System.
- 7.2 If malfunctions in the Amadeus System originate from hardware and/or peripheral devices of the Subscriber, Amadeus Germany shall be able to demand disconnection of the hardware and/or peripheral devices. To maintain proper functioning of the Amadeus System, Amadeus Germany shall be entitled to disconnect the Subscriber from the System for the duration of the malfunction.

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7.3 If the Subscriber installs or uses hardware or software products on stand-alone or network devices connected to the Amadeus System, including private networks, this shall occur at the own risk of the Subscriber. The same shall apply also to third-party products installed prior to conclusion of the Agreement. If malfunctions in the Amadeus System originate from such aforementioned products, Amadeus Germany shall be able to demand their removal. Such malfunctions do not entitle the Subscriber to a reduction in the fees to be paid by it.

7.4 If the Subscriber does not meet the System Specifications under Annex 1 or if the Subscriber does not promptly make adjustments in accordance with item 4.2 and malfunctions in the Amadeus System originate therefrom, Amadeus Germany shall be entitled to disconnect the Subscriber from the Amadeus System for the duration of the malfunction in order to maintain proper functioning of the Amadeus System.

7.5 To correct malfunctions and problems, Amadeus Germany shall offer the Subscriber remote maintenance software, through which Amadeus Germany, upon consent by the Subscriber, may remotely access the computers of the Subscriber. In order for Amadeus Germany to gain such access, the Subscriber must activate the remote maintenance software.

Once the remote maintenance software has been activated by the Subscriber, Amadeus Germany Customer Service will be able to see and enter settings directly on the computer of the Subscriber as well as demonstrate procedures as they are being carried out. The Subscriber may meanwhile watch these entries on its computer. The Subscriber is able at all times to deactivate the remote maintenance program and thus to interrupt remote access to its computer by Amadeus Germany Customer Service. The Subscriber shall ensure that it has deactivated the remote maintenance program again after use.

7.6 Charges for the elimination of malfunctions which can be proven to have been caused by the fault of the Subscriber shall be borne by the Subscriber. The same shall also apply to malfunctions thus caused in other devices and/or networks.

7.7 Amadeus Germany may demand remuneration for its expenses to the extent that it has taken action due to an error reported by the Subscriber without the Subscriber having proven that there was an error in the service and/or in the Amadeus System. In this event, the remuneration shall be assessed based on expenses and the customer support hourly rates appearing in the current Amadeus Germany Price List.

8. Improper Use of the System

The Subscriber undertakes to refrain from any improper use of the subject of the Agreement. Such improper use is deemed to exist, in particular when

- reservations are made in speculation or in expectation of future bookings;
- third-party software is used for the automatic processing of Amadeus data without prior written consent by Amadeus Germany;
- data from the Amadeus System are passed on to third parties without authorization.

9. Operational Readiness

Subject to diverging operating times of individual providers, the Amadeus System shall be operational, beyond the availability times stated under item 10 below, at least Monday through Friday, from 7 a.m. to 11 p.m., as well as on Saturdays, Sundays, and German holidays, from 7 a.m. to 10 p.m. These times shall exclude scheduled down times, e.g. due to maintenance work, which, upon notification, is generally carried out on one Sunday per quarter and lasts a maximum of 24 hours.

10. Disruptions in Availability

10.1 Amadeus Germany shall warrant availability of the Amadeus System of 98% per current calendar month, daily from 8 a.m. to 8 p.m.

However, the following factors shall not be taken into account in the calculation of availability time:

- a reasonable period of time for elimination of malfunctions;
- scheduled down times of the Amadeus System of which the Subscriber has been informed and during which maintenance work or modifications of the data processing systems or their software programs are performed;
- periods in which the hardware of the Subscriber is malfunctioning due to reasons for which Amadeus Germany cannot be held accountable;
- disruptions in the availability of individual services which arise because the data processing systems of the providers do not deliver the data needed by the Amadeus computers;
- malfunctions based on errors in the data transmission network or by the data transmission company.

10.2 Amadeus Germany shall have a reasonable period of time to eliminate malfunctions. Amadeus Germany will, to the extent possible, provide information via the Amadeus System concerning the nature and extent of the malfunction.

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10.3 If the availability per calendar month falls below that warranted in item 10.1, the Subscriber shall be entitled to reduce the fee (reduction) for the relevant month in proportion to actual availability. This reduction shall be made in the form of a credit, which may be offset against the next billing.

11. Reporting Malfunctions and Support

11.1 For questions arising in the event of malfunctions relating to the use of the subject of the Agreement, the general Help Desk Support of Amadeus Germany Customer Service shall be available to the Subscriber during service times stated in the current product sheets. Service fees are contained in the current Amadeus Germany Price List.

11.2 Malfunctions in Amadeus Germany services are to be reported immediately to Customer Service. The Subscriber shall bear the costs for eliminating malfunctions that have not been reported beforehand to Customer Service.

11.3 To the extent that necessary data are not already available through online information, as stipulated in item 6, the Subscriber shall provide, upon demand by Amadeus Germany, information about hardware upgrades and conversions, its hardware performance data, configuration data, network connections, and software products in use which have not been provided by Amadeus Germany.

11.4 Amadeus Germany shall be entitled to reject support inquiries if

- they do not relate to the current software version or
- the Subscriber refuses to provide information in accordance with item 11.3
- the Subscriber does not meet the minimum requirements in accordance with item 4.1 or has not made adjustments in accordance with item 4.2 or
- the Subscriber has refused to use the remote maintenance software cited in item 7.5 or
- the Subscriber requests support regarding procedure and technology from abroad.

12. Training and Operation

12.1 Amadeus Germany shall provide the Subscriber with operating instructions for the Amadeus System, which are to be followed in the interest of proper operation. If a service requires the entry, update, or administration of data to be stored in databases or special procedures by the Subscriber, then only those persons with sufficient experience and training are to be entrusted therewith.

12.2 Amadeus Germany shall provide training media and/or training material for the various services,

for which a fee may be charged to the Subscriber. Incidental expenses associated with training courses, e.g. travel expenses, room and board, shall, in all cases, be borne by the Subscriber. The Amadeus System shall provide information about training offerings.

12.3 The Subscriber shall ensure that those of its employees who use the Amadeus System have the appropriate knowledge to do so.

13. Fees, Additional and Transaction Fees, Increase in Fees

13.1 The Subscriber shall pay a fee to Amadeus Germany for use of the subject of the Agreement, including use of further special services appearing in the annexes.

13.2 The amount of the fee to be paid by the Subscriber shall be specified on the service form(s). It shall be based on the current Amadeus Germany Price List.

13.3 The Subscriber shall pay to Amadeus Germany an additional fee for further required services if it is responsible for disconnecting or modifying connections to the Amadeus System. The amount of this additional fee is contained in the current Amadeus Germany Price List.

13.4 The Subscriber will endeavor to keep the number of transactions per booking as low as possible.

If the Subscriber uses third-party software for automatic data processing within the Amadeus System, Amadeus Germany shall be entitled, upon expiration of advance notice of 90 running days as of the 1st of the following quarter, to demand payment of a special transaction fee, the amount and conditions of which are contained in the current Amadeus Germany Price List.

The same applies if the Subscriber uses the Amadeus System in its entirety or with respect to individual service providers predominantly as an information or price comparison tool.

Currently, such a special transaction fee will be charged if the Subscriber needs in one calendar month an average of 100% more transactions per service provider to create the segment booked by it than the total number of travel agencies participating in the Amadeus System needed to create the segment on average in the past quarter.

Should Amadeus modify the payment conditions of the special transaction fee or should other service providers introduce such transaction fees for bookings, Amadeus Germany shall be entitled to pass on these transaction fees to the Subscriber.

13.5 If Amadeus Germany makes available additional or improved functionalities for use of the subject

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of the Agreement, Amadeus Germany shall be entitled, with advance notice of two months as of the 1st of the following month, to demand payment of reasonably increased fees from subscribers who use these additional or improved functionalities.

13.6 If, upon instruction by the Subscriber, Amadeus Germany places orders for the Subscriber, e. g. for hardware or network access, which subsequently are not accepted by the Subscriber, the Subscriber shall bear any cancellation charges incurred and any other costs arising from nonacceptance.

14. Standard Incentive

14.1 The current Amadeus Germany Price List contains, if and in which amount Amadeus Germany is granting the Subscriber a standard incentive, which is a matter of voluntary discount without any binding legal obligation.

14.2 The standard incentive shall be set monthly against the Amadeus Germany Fees, namely two months after each date of service in case of hotel and car bookings respectively two months after each ticket issue in case of flight bookings.

14.3 In connexion with standard incentives "booking" means an individual flight ("flight booking"), car or hotel ("non-flight booking") reservation within the PNR, which was booked or edited and which was neither unconfirmed, unfulfilled nor cancelled. According to the EU Code of Conduct for CRS the definition flight booking contains "ticketed segment", which is valid for all flight bookings, which took place inside the EU and for which flight tickets were issued.

14.4 For Special Content (according to the current Amadeus Germany Price List) no incentives will be paid. Amadeus Germany furthermore reserves the right to charge an additional fee in accordance with the current Amadeus Germany Price List in case of bookings concerning Special Content. Amadeus Germany shall advise the Subscriber of chargeable special content within a notice period of 90 calendar days.

14.5 Amadeus Germany shall be entitled to reduce the standard incentive reasonably, if the regulatory framework or the business environment changes. Amadeus Germany shall advise the Subscriber of adjustments of the standard incentive within a notice period of 90 calendar days.

15. Payment Conditions

15.1 The remuneration to be paid by the Subscriber in accordance with the current Amadeus Germany Price List shall be due and payable monthly in advance on the first working day of each month. Not included herein is remuneration calculated discursively according to the current Amadeus Germany Price List. The obligation to

pay shall start from the day on which Amadeus Germany provides the service and shall be billed on a prorated basis for incomplete months.

15.2 Amadeus Germany shall be entitled to sum up in a monthly invoice all types of remuneration to be paid by a single installation site.

15.3 The Subscriber agrees to direct debiting of all remuneration payable within the scope of its contractual relationship with Amadeus Germany per automatic debit transfer system. If the Subscriber revokes its consent to direct debiting, any resulting additional costs for Amadeus Germany are to be paid by the Subscriber in accordance with the current Price List. Any direct debit reversal fees also are to be paid by the Subscriber.

15.4 All remuneration shall additionally be subject to value-added tax, which shall be payable at the statutory rate.

15.5 If payment is delayed, Amadeus Germany shall be entitled to charge the Subscriber the actual arising interest on the overdue payment, but not less than 8 percentage points above the prevailing basic interest rate. The Subscriber shall retain the possibility of proving lesser damage caused by delay. In the event of delay, a fee in accordance with the current Amadeus Germany Price List shall be charged for reminder notices.

16. Duration of the Agreement

16.1 The Agreement shall be valid for an indefinite period of time. Its duration shall begin at the signing of the Agreement.

16.2 The Agreement may be terminated with written notice of three months as of the end of the month; however, not until expiration of one year after the connection to the Amadeus System has been established at the installation site of the Subscriber.

16.3 If further connections were established at a later date, the Agreement may be terminated for each of these additional connections with the notice stipulated under item 16.2.

16.4 Amadeus Germany reserves the right to be able to separately terminate the annexes attached to the service forms relating to the Amadeus products, with the same notice. In case such a change of service is unbearable for the Subscriber while also taking into consideration the interests of Amadeus Germany, the Subscriber shall have the right to terminate the Agreement on exceptional grounds, effective as of the date on which the change enters into force. If the Subscriber has not exercised this right within 30 days after receipt of the partial termination by Amadeus Germany, the Agreement shall be deemed as continuing. The Subscriber will be expressly advised again of

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this legal consequence at the time of the partial termination.

16.5 The right to terminate the Agreement with cause and without notice shall remain unaffected hereby.

The Subscriber may terminate the Agreement in this manner, in particular if

- Amadeus Germany increases or introduces transaction fees pursuant to item 13.4;
- Amadeus Germany transfers rights and obligations under this Agreement to another member of the Amadeus Group or an associated company pursuant to item 18.2;
- user fees are increased.

Amadeus Germany may terminate the Agreement in this manner, in particular if

- hardware and/or software requirements under Annex 1 are not met or if other computer reservation systems are connected without prior written consent by Amadeus Germany;
- hardware and/or peripheral devices are used which cause a malfunction in the Amadeus System and the Subscriber does not immediately disconnect these devices despite demand by Amadeus Germany;
- third-party software is used for automatic processing of Amadeus data without prior written consent by Amadeus Germany;
- the system is used improperly as stated under item 8;
- a demand by Amadeus Germany to remove installed third-party hardware and/or software goes unanswered, causing malfunctions in the Amadeus System;
- the Subscriber is in delay of payment totaling two months' invoices as well as in the event of repeatedly delayed or incomplete payment or if Amadeus Germany has justified reason to believe that the Subscriber will file for a (preliminary) insolvency proceeding or such a proceeding will be filed against it;
- the Parties fail to agree on an adjustment in the Agreement which has become necessary as stipulated under item 19.

17. Liability

17.1 In the event of gross negligence or willful misconduct by Amadeus Germany, its managerial staff, legal representatives, or any other vicarious agents, Amadeus Germany shall be liable without limitation in accordance with legal provisions. The same shall also apply in case of liability pursuant to the German Product Liability Act, in case of malice, or in case of lack of assumed guarantee. In the event of slight negligence on the part of Amadeus Germany, its managerial staff, legal representatives, or

engaged vicarious agents, liability shall be excluded if neither a significant contractual obligation was breached nor a case of impossibility or default exists.

17.2 Liability for slight negligence shall be limited to contractually typical, foreseeable damages. The maximum sum for contractually typical, foreseeable damages in these cases shall be 130,000 euros per PC and per damage case.

17.3 The Subscriber shall be obligated to make backup copies of local data every working day. Liability of Amadeus Germany for loss of the Subscriber's data shall be limited to the cost of recovery, to the extent that the data are reconstructable from the system.

17.4 The liability of Amadeus Germany shall be excluded if the Subscriber does not report occurring malfunctions immediately to Amadeus Germany Customer Service.

17.5 The liability of Amadeus Germany shall be excluded

- if the Subscriber does not meet the hardware and software requirements stipulated by Amadeus Germany under Annex 1 (see item 4.1);
- if the Subscriber does not make adjustments in accordance with item 4.2;
- if the Subscriber does not install software offerings and updates in accordance with item 5.1;
- if the hardware connected to the Amadeus System is connected to other computer reservation systems without prior written consent by Amadeus Germany;
- if malfunctions originate from hardware and/or peripheral devices of the Subscriber and/or from software installation undertaken by the Subscriber as well as from pre-installed third-party software and/or private networks of the Subscriber or if damages are based on compatibility problems between the third-party software and Amadeus Germany products. This exclusion of liability shall apply, however, only if faults in the Amadeus System can be traced back to such measures taken by the Subscriber. It shall remain incumbent upon the Subscriber to prove that such faults cannot be traced back to such measures taken by the Subscriber.
- for the correctness and accuracy of the providers' data transmitted via the Amadeus System or the connected Amadeus system;
- for the availability of the providers' computers and the delivery of the data transmitted by them to the Amadeus computers, as well as for further transmission of data by the provider to third-party computers;
- for the performance of agreements concluded between providers and contracting parties via the Amadeus System;

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- if data stored by the Subscriber violate applicable law or are inaccurate, misleading, or offensive;
- in case of loss of data if the Subscriber has not made any backups on every working day and the lost data are not reconstructable from the system;
- if third parties gain access to the data processing systems of the Subscriber as stated under item 7.5.

17.6 Since the proper functioning of the communication connections from the Subscriber to the Amadeus server is not the subject of this Agreement, Amadeus Germany shall assume no liability for the proper functioning.

Nor shall Amadeus Germany be liable, should third parties gain access to data processing systems of the Subscriber and view, modify, supplement, delete, or in any other way process data contained therein.

17.7 Amadeus Germany shall be released of its obligation to perform if such performance is delayed or impeded due to reasons for which Amadeus Germany cannot be held accountable, including force majeure, acts of aggression, war, riot, fire, flooding, explosions, labor disputes or strikes, measures undertaken by public authorities or governments, interruption in the power supply or data transmission, or disruptions in the data transmission network and its equipment.

18. Assignment

18.1 The Subscriber may assign rights and obligations under this Agreement to third parties only after prior written consent by Amadeus Germany. This shall apply also in all cases of sale or assignment of the Subscriber's business.

18.2 Amadeus Germany may assign rights and obligations under this Agreement to another member of the Amadeus Germany Group or an associated company. The Subscriber is to be immediately informed of the assignment.

19. Changes in the Law

If laws, regulations, and directives are amended for the operation of computer-assisted reservation systems for airlines or other providers who offer their services via Amadeus Germany and if operation of the Amadeus System or Amadeus equipment or the formulation of the agreements with the Subscribers or providers are affected thereby, Amadeus Germany may demand that the parties enter into negotiations in order to adjust the Agreement to the amended conditions, to the extent that the aforementioned changes are not directly applicable. The same regulation shall apply if Amadeus Germany proves that only reduced

booking fees for the distribution via the Amadeus System can be achieved from the providers.

20. Responsibility for Stored Data

20.1 If a service requires the entry, update, or administration of data to be stored by the Subscriber or a third party authorized by it, the Subscriber shall be responsible for their content and accuracy and for their compliance with statutory provisions, in particular the provisions of the German Federal Data Protection Act.

20.2 The Subscriber shall be responsible for ensuring that data entered by it are virus-free.

20.3 Amadeus Germany shall be entitled to terminate access to stored data if it has reasonable cause to believe that the information contained therein violates applicable law or is inaccurate, misleading, or offensive.

20.4 If a service allows the Subscriber to recall data from the Amadeus System (e.g. open handling numbers) the Subscriber is obliged to recall such data as a relieve for the Amadeus System as soon as possible. Data that is stored and made available longer than two (2) years in the Amadeus System can be eliminated from the System by Amadeus Germany.

21. Confidentiality, Secrecy, Company Logo(s)

21.1 The Subscriber undertakes to refrain from making accessible to third parties any training materials and any other information designated as confidential or which, given the circumstances, is to be treated as confidential, with the exception of employees called in by the Subscriber to use such information in conformity with the Agreement.

21.2 Upon termination of the contractual relationship, the Subscriber will return to Amadeus Germany all written documents provided by Amadeus Germany. Amadeus Germany shall also be entitled to demand from the Subscriber the destruction of such material and written confirmation thereof.

21.3 The Subscriber is aware that various designations of the Amadeus Group are protected under trademark law. It will refrain from any unauthorized use of brand, company, or product names.

22. Protection of Data Privacy

22.1 Amadeus Germany undertakes to observe and comply with the relevant provisions of the German Federal Data Protection Act as well as with the other relevant provisions for protection of data privacy. Amadeus Germany shall ensure that all persons (employees and third parties) entrusted by Amadeus Germany with performance of this Agreement observe these

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statutory provisions pertaining to the protection of data privacy.

22.2 Amadeus Germany undertakes to initiate the appropriate technical and organizational measures to ensure the integrity, availability, and confidentiality of the data and to prevent access by unauthorized third parties. In so doing, Amadeus Germany shall take into account available state-of-the-art backup technology and procedures.

22.3 Amadeus Germany shall immediately inform the Subscriber if there is any suspicion of a breach of data privacy or an intrusion into the databases by unauthorized third parties or in the event of an inspection by the regulatory authority, if such events involve the data of the Subscriber.

22.4 A third party also may be authorized to perform data processing functions. Amadeus Germany will inform the Subscriber about such authorization if the third party does not belong to the Amadeus Group.

23. Miscellaneous

23.1 Supplements, as well as amendments and modifications, to this Agreement, must be made in the meaning of text form according to German Civil Law in order to be valid and must be expressly indicated as such. This shall also apply to any amendment to this text form clause.

23.2 The invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement as a whole. In this event, the Parties shall be obligated to substitute for the invalid provision a valid provision that comes as close as possible to the commercial purposes intended by the invalid provision.

23.3 Amadeus Germany shall inform the Subscriber in writing of amendments to these contractual conditions. They shall be deemed agreed upon if the Subscriber does not object in writing within one month after receipt of notification of the amendment. Amadeus Germany will expressly advise the Subscriber again of this consequence in the notification of the amendment.

If the Subscriber objects to the amendments, Amadeus Germany shall reserve the express right to terminate this Agreement with cause.

23.4 Performance of this Agreement shall be effected at Bad Homburg v. d. H., and Frankfurt am Main shall be the place of jurisdiction. German law shall apply. Even though these Terms and Conditions are written in English, the interpretation of single provisions is not based upon Common Law, but German Law.

23.5 Annex 1 and/or 2 to the System Specifications (hardware and software requirements), which are attached to the service forms, and the Special Conditions of various Amadeus products are an integral component of the Agreement without requiring a separate signing.

Amadeus Germany GmbH

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Ust-IdNr. DE 11 42 16 52 4

amadeus
Your technology partner

System Specifications

for the Amadeus Selling Platform product lines Starter, Classic, Professional and Leisure Pack

The subscriber shall ensure that it meets the following system specifications, as necessary for operation of the Amadeus Selling Platform.

Operating System

- Windows® 2000 Service Pack 4
- Windows® XP Professional Service Pack 1, 2
- Windows® XP Home Edition Service Pack 1, 2
- Windows® Vista Home Premium (32 bit) Service Pack 1^{1,2}
- Windows® Vista Business (32 bit) Service Pack 1^{1,2}
(German versions only)

Processor

- Pentium® III or equivalent power
- 700 MHz or higher

System Memory

- 512 MB or more
(Windows® Vista min. 1 GB)
(up to Selling Platform Version 4.2 P1xx)
- 1 GB or more
(from Selling Platform Version 4.3 P1xx on)

Available HD Storage Capacity

- 500 MB or more (on C:\-partition)

User Rights

- Read/write authorisation for
C:/Programme/Amadeus/

Internet Explorer

- 6.0
- 6.0 Service Pack 1
(with Microsoft Patch MS02-048)
- 7.0

Encryption

- 128 bit encryption

Virtual Machine

- Sun Java® Runtime Environment
Version 1.4.2_10

Graphics Card

- SVGA with a minimum of 8 MB RAM

Screen Resolution

- 1024 x 768 pixels

Open Ports

- 80 (HTTP port)
- 443 (HTTP port)
- 9876 (Amadeus Pro Printer)
- 18245 (HST Remote Control Tool)

IP-based Network Connectivity

- IP enabled Amadeus Germany network connection
- Public Internet Access
(with a minimum of 64k bandwidth)
- Customer's own Virtual Private Network (VPN): If the customer accesses the Amadeus System via its own VPN system, access to domains, Internet IP addresses, and ports is opened in accordance with the current Amadeus Selling Platform network document.

LAN-wiring

In case of system access via LAN a (structured) Ethernet LAN wiring is necessary.

Printer

Please use the correct printer cables depending on the type of printer used. This and other information about printing is available in the Amadeus Pro Printer product sheet.

¹ Amadeus Invoice Assistant (only part of Amadeus Selling Platform Leisure Pack and Professional Pack) requires deactivation of Windows Vista function „Data Execution Prevention, DEP“. Please consult the instruction sheet „Besondere Voraussetzungen für Windows Vista bei Nutzung des Amadeus Invoice Assistant“ for detailed information, available at www.de.amadeus.com/reisebuero/sellingplatform or at Amadeus Germany GmbH.

² From Selling Platform Version 4.1 P120 on

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System Specifications

for the Amadeus Selling Platform product line Mobility Pack

The subscriber shall ensure that it meets the following system specifications, as necessary for operation of the Amadeus Selling Platform product line mentioned above

Operating System

- Windows® 2000
- Windows® XP
(German versions only)

Processor

- Min. Pentium® III or equivalent power

System Memory

- 128 MB or more

Internet Explorer

- 5.5, 6.0, 7.0

Citrix Web Client

- ICA Web Client 10.0
(available for download on
Mobility Pack start page)

Encryption

- 128 bit encryption

Screen Resolution

- 1024 x 768 pixels (recommended) or higher

Printer

- Standard Windows Printer
(for hardcopy prints)

Internet Access

- Any choice of internet provider.
- DSL (recommended)
- ISDN (minimum requirement)

Network Settings

The following ports have to be open:

- 80 (HTTP-Port)
- 443 (HTTP-Port)

The URL http://sbc.amadeus.net/* has to be available. (In general Standard DSL Connections fulfil these requirements.)

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Products contained in the Amadeus Selling Platform

The technical requirements for use of the Amadeus products are contained in the current Amadeus product sheets and are to be taken into account.

In addition to and/or in modification of the Conditions on the Amadeus Selling Platform Subscription and Software Use, the following special conditions apply to the Amadeus products listed below, which are contained in the Amadeus Selling Platform product lines.

Amadeus Value Pricer and Amadeus PNR Recall Advanced

In departure from item 3.1, sentence 3 of the General Terms and Conditions on subscription and use of the Amadeus Selling Platform, access to the Amadeus Value Pricer and the Amadeus PNR Recall Advanced products is opened for all licenses that belong to an office ID.

Amadeus Transaction Fee Manager

Invoicing will occur per installation office, depending on volume and according to the number of accounting items created by the Amadeus Transaction Fee Manager in the Amadeus VERK procedure.

Amadeus Fax and Email Plus

In departure from item 3.1, sentence 3 of the General Terms and Conditions on subscription and use of Amadeus Selling Platform access to the Amadeus Fax and Email Plus product is opened for all licenses that belong to an office-ID.

Data on the travel itinerary

Amadeus Germany shall make no guarantee for the content of the travel itinerary data.

Amadeus Fax and Email Plus Sales Receipts

Electronic distribution

Sales receipts are usually distributed electronically via e-mail until 12 a.m. of the next business day following the day of the creation of the receipts.

can cause a delay of the distribution. Amadeus Fax and Email Plus Sales Receipt Distribution will inform customers through appropriate media should the delay be greater than 24 hours.

Liability

In addition to fig. 17 of the Conditions on Subscription and Software Use, in case of data transmission difficulties Amadeus Germany shall have fulfilled its warranty and cannot be held liable after having electronically sent the sales receipts to the customer a second time.

Digital Signature

Amadeus Germany is hereby entitled to sign the distributed sales receipts on behalf of the customer. Further information about Amadeus Fax and Email Plus Sales Receipts is available in the Amadeus Fax and Email Plus Sales Receipts order form.

However, exceptional technical conditions

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