

1 Validity of these Terms and Conditions

- 1.1 The following General Terms and Conditions of Travel Data + Analytics (hereinafter referred to as "TDA") shall exclusively apply for current and future market and social research projects, which the Client instructs TDA to perform.
- 1.2 If a client makes use of its own General Terms and Conditions, these shall not apply to the extent that they deviate from or contradict TDA's General Terms and Conditions. In the event of a conflict between clauses, their minimum common ground shall apply. This is the case even if the Client demands absolute precedence of his own General Terms and Conditions. Should it prove impossible to determine the minimum common ground, these provisions shall not be part of the contract. In this case, the contract shall be governed by the individual agreements reached or by statutory provisions.
- 1.3 Any alterations of or amendments to these General Terms and Conditions require TDA's written consent. This also applies to any alteration or waiver of this written-form clause.

2 Operation of TDA

- 2.1 TDA conducts market research, predominantly as panel research. It creates and maintains a Database through cost-, time- and labour-intensive data collection, processing and preparation which contains data from the continuous observation of more than 2000 travel agencies and numerous online travel portals, run by tour operators and online travel agencies (OTAs). The data to be delivered in accordance with the agreed individual contracts as mentioned in section 3.2 (subsequently the „Database“) is made available in extracts to the Client during the course of the contractual relationship either stored on media, e.g. CD-ROM, or in electronic format, e.g. by e-mail or online-access (subsequently „Reporting“).
- 2.2 TDA may modify its mode of operation – e.g. by adapting the samples or extrapolation procedures, by updating or enhancing the Reporting software made available to the Client or by other modification of its mode of operations - as far as TDA deems necessary or advisable for the improvement of its market or social research activities, in particular with regard to data collection, processing, the administration of the Database, Reporting mechanisms and procedures as well as economic reasons.

3 Subject of the Contract

- 3.1 TDA will carry out projects as advisory services in accordance

with the accepted principles and rules of the market and social research industry. With its services, TDA will support its clients in their decisions. However, it will not itself make these decisions.

- 3.2 The nature and scope of the services provided by TDA shall be governed exclusively by the individual contract, e.g. by the details given in TDA's proposal.

4 Quotation

- 4.1 The interested party receives the offer in the form of a research proposal for the sole purpose of deciding whether to award the contract for the offered study. Unless otherwise agreed, no contents of TDA's proposal shall be disclosed in whole or in part to any third party without the written consent of TDA.
- 4.2 Unless otherwise agreed in writing basically TDA does not grant exclusivity for specific product lines, research objects or research methods.

5 Payment

- 5.1 The fee stated in the research proposal only covers the services specified by TDA in the research proposal. TDA is entitled to additional payment for supplementary services requested by the Client.
- 5.2 Settlement date for the fees agreed upon and the volume of the requested advance payment shall be individually determined separately in the respective individual contract.
- 5.3 All fees shall be payable strictly net on issuing of the invoice. All fees are exclusive of VAT. The payment to be made by Client shall be without set-off and without any deduction or withholding for any taxes.
- 5.4 On delay of payment, TDA shall be entitled to charge interest pursuant to § 288 Item II German Civil Code (BGB). TDA reserves the right to withhold services if payment is overdue.
- 5.5 The Client shall only be entitled to offset the fee against counter-claims if those counterclaims are undisputed or have already been established judicially.

6 License Material

Physical copies of the Database and reporting, which TDA makes available to the Client, remain the sole property of TDA. Upon TDA's

request, but not earlier than five (5) years after the contract date, the Client shall either return or provide proof of their destruction.

7 Rights of Use

- 7.1 TDA grants the Client a non-exclusive perpetual right to use the Database and Reporting internally. The transfer of the Database and Reporting or of a substantial part thereof regarding its extent or nature to third parties without prior written approval by TDA is not permitted.
- 7.2 The Client is not restricted in its use of unsubstantial parts of the Database and Reporting, unless the repeated and systematic use leads to a reproduction of the Database or Reporting or any substantial part thereof. In this case, section 7.1 shall apply accordingly.
- 7.3 The use of Database and Reporting in any kind of proceedings of a legal nature (e.g. lawsuits, arbitration proceedings, proceedings of any kind by government authorities) is prohibited without the prior written consent of TDA – subject to legal / administrative regulations or court rulings.
- 7.4 The Client shall indemnify TDA against all claims made against TDA as a result of the Client's breach of contractual obligations. The Client shall also indemnify TDA for all claims made against it as a result of a deliberate or negligent, unlawful use of the properly obtained Database and Reporting, in particular its use to advertise unlawfully and/or incorrectly.

8 Documents, privacy

- 8.1 Documents and materials generated in the course of the fulfillment of the contract, e.g. questionnaires, minutes and the like, are not part of the performance owed by TDA. TDA is not obliged to deliver these to the Client together with the Database or Reporting.
- 8.2 Unless otherwise expressly agreed, TDA shall store the respective survey records for a period of three years from the time of submitting the Database or Reporting.
- 8.3 The parties shall be obliged to keep secret for an unlimited period of time all information of the other party which becomes accessible in connection with the contract and which has been designated as confidential by the other party or which is otherwise identifiable as business secrets. Such information may not be recorded, circulated to third parties or be made use of, unless necessary to fulfill the contract. Such information shall be made accessible only to those employees necessary in fulfilling the contract. The employees shall be obliged by the respective party to keep the information secret pursuant to this privacy stipulation.

The obligation to keep such information secret does not apply as far as the information had already been known by the other party prior to the contract or the information is known to the public or becomes known or accessible to the public without fault of the other party. The other party shall provide proof in such cases.

9 Warranty and Liability

- 9.1 Unless otherwise stated below, Client's claims resulting from defects are governed by statutory provisions. TDA warrants that the survey will be executed correctly and that the results are analyzed scientifically. Warranty claims for obvious defects shall only be permissible if the Client notifies TDA of these in writing within two weeks of the receipt of the Database or Reporting and the research results. In the case of non-obvious defects, the period of notice begins when the defect comes to attention, but at the latest one month after the last legally relevant data is disclosed. The warranty period shall commence with receipt of the last legally relevant data and shall expire after one year.
- 9.2 TDA does not warrant that the data collected, processed and analyzed by it in accordance with the rules and methods of market and social research will be able to be used by the Client in a specific commercial way.
- 9.3 TDA shall not be liable for damage incurred through or in connection with the Client's interpretation of the data / results supplied, unless TDA is in breach of duty according to section 9.4.
- 9.4 The Client shall only be entitled to make claims against TDA or its legal representatives or its subcontractors or vicarious agents for damages in cases of injury to life, body or health, violation of a duty that is essential to the contract (an obligation whose fulfillment is a prerequisite for enabling the proper fulfillment of the contract in the first place and in which the contracting party may normally trust) caused by the negligence of TDA, its legal representatives, subcontractors or vicarious agents, liability pursuant to the Product Liability Act or in cases of premeditated or grossly negligent breach of duty by TDA, its legal representatives or its vicarious agents, or in cases of fraudulent concealment of a defect in the survey. All other claims are excluded.
- 9.5 In case of damage caused by a negligent (other than gross negligent) violation of a duty that is essential to the contract, TDA shall be liable only to the extent equivalent to the part of the net amount payable under the contract on the delivery of market research data, which corresponds to the class(es) of goods of the country/countries and the reporting period, regarding which TDA has committed a breach of duty. Compensation for indirect and unforeseeable consequential damage shall be excluded.

- 9.6 Should the Client face claims for damage on account of alleged breach of duty by TDA, and should the Client intend to seek recourse against TDA; TDA must be informed at the earliest possible time of the Third-Party-Claim. TDA is entitled to conduct or manage the Third-Party-lawsuit. This right of TDA shall not affect the Client's right of defense.

10 Market Forecasts

Insofar as TDA performs market research services resulting in an assessment of or a statement about future developments, including, but not limited to the development of sales figures, market shares or certain product groups / categories ("Market Forecasts"), the Client expressly acknowledges that such Market Forecasts are always subject to deviating and / or unpredictable market developments beyond TDA's control. TDA does neither warrant the correctness and / or completeness of such Market Forecasts performed by it in accordance with the rules and methods of market and social research nor the occurrence of certain market developments and does not warrant that the Market Forecast can be used by the Client in a specific (especially commercial) way. TDA shall not be liable for any damages incurred through or in connection with the Client's interpretation of the Market Forecasts or the results thereof, unless TDA is in breach of duty according to section 9.4.

11 Delay of Performance

- 11.1 If the service of TDA is dependent on the correct or timely supply of data from a third party, TDA is entitled to withdraw from the contract or to prolong the time of performance provided that TDA was not supplied with such correctly / timely data by the third party and if it is impossible or not achievable in an economic reasonable way to obtain the necessary data from another source.
- 11.2 In case of subsequent amendments or alterations of the contract, the respective delivery period or time shall start to run again.
- 11.3 If delivery is delayed, TDA shall only be liable in cases of default. The Client can only claim for damages according to section 9.
- 11.4 If the agreed dates of delivery are not met because of delays caused by acts of God, rioting, strikes, acts of state, lockouts, or operational breakdowns beyond TDA's control, the period of performance shall be extended by the corresponding period up until the end of the disruption. TDA shall inform the Client of the start and end of such disruptions.

In the event of long-term operational breakdown caused by acts of God or operational breakdowns beyond TDA's control, TDA shall be entitled to terminate the contract for good cause, and shall not be liable for further claims for damages.

12 Basic Research

TDA is entitled to use the scientific and methodological knowledge gained from the survey for its basic research. Any publications made may contain neither the name of the Client nor any indications of the name or business of the Client or of his surroundings.

13 Concluding provisions, place of jurisdiction and governing law

- 13.1 If both parties to the contract are "merchants"(in terms of § 38 ZPO - German Code of Civil Procedure), the place of performance and the place of jurisdiction where any disputes arising from or in context with services rendered will be resolved shall exclusively be TDA's principal place of business.
- 13.2 Unless specifically agreed otherwise in writing, the contract between TDA and the Client shall be exclusively governed by the laws of the Federal Republic of Germany under exclusion of conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.3 Telefax and email transmissions shall be acceptable forms of written notices or consent for the purposes of these General Terms and Conditions.