

Agreement for using DIRS21

DIRS²¹

This agreement is made between TourOnline AG, a German company having its principal place of business at D-73249 Wernau, Borsigstraße 26, Germany ("TourOnline"), and the accommodation provider named on Page 1 ("the Hotelier"). TourOnline and the Hotelier agree to all the following terms:

- 1. TourOnline Services** TourOnline operates the internet-based reservations- and channel management system DIRS21, which allows hotels to offer rooms, packages, and other accommodation-related services for online distribution through a number of travel portals and on the hotel's own website.
- 2. Term** The initial term is for 12 months, and thereafter the agreement will continue for an indefinite period until written notice of termination is given by one of the parties. The notice period is 3 months to the end of the year.
- 3. Availability & Rates** The Hotelier agrees to enter room availability, rates and other information into DIRS21, via the DIRS21 extranet or via an interface between DIRS21 and the hotel's Property Management System. This data can be amended by the Hotelier at any time, using the log-in and password which will be supplied by TourOnline following the signature of this agreement.
- 4. Booking Confirmation** TourOnline makes available in its extranet the details of reservations made via DIRS21, and informs the Hotelier about new reservations, modifications to bookings, and cancellations, using the Hotelier's chosen delivery method (email / fax / SMS). After receiving his DIRS21 access data, the Hotelier is responsible for which of his employees has access to the personal data and credit card information in the DIRS21 system.
- 5. Product set-up and set-up service** DIRS21 offers an optional data set-up service, loading information supplied by the Hotelier into the DIRS21 online reservations and channel management system, in particular the details of room types, rates, additional services and booking conditions. The Hotelier agrees to provide DIRS21 with all the necessary details in a timely manner following the signing of the Agreement. In the event that the details have not been received by DIRS21 six weeks after the contract has been signed, and after two reminders have been sent by DIRS21, DIRS21 reserves the right to bill the Hotelier for the agreed services. In such circumstances the Hotelier retains the right to supply the details in order to make use of the data set-up service at any time up to 12 months after the signing of the Agreement. After the data has been loaded by DIRS21, the Hotelier agrees to sign a statement confirming its correctness. If this signed statement has not been received by DIRS21 after four weeks and after two reminders have been sent by DIRS21, the data will be deemed to have been correctly loaded and billing will take place. Requests for changes to the loaded data can be sent to DIRS21 within the four week period, and these will be processed without further charge. The billing of the fees for the set-up service will take place at the end of the four week period.
- 6. Customer support** Customers are able to contact DIRS21 Customer Support about issues relating to the DIRS21 system. Various types of support are provided, which vary according to the Hotelier's chosen service level. The default option is Basic Service, which gives the Hotelier access to the ticket system, ticket tracking, knowledge base, and webinars on demand.
- 7. Limitation of Liability** TourOnline will not be liable for any damages arising in connection with this agreement, except where such damages have resulted from intentional or gross negligence. The Hotelier accepts liability with regard to hotel guests and the booking portal, in particular when the hotel is unable to honour a confirmed reservation, or where some parts of the reservation are subject to delay or cannot be delivered as booked. The Hotelier commits to ensuring that rooms showing as available for sale really are available.
- 8. Cancellations & No-shows** TourOnline will not charge any booking fees or commissions for reservations which were cancelled or which resulted in no-shows, and which have been identified as such by the Hotelier in the DIRS21 system before the monthly cut-off date. This cut-off date applies to stays with check-out dates during the previous month, and it is shown clearly in the DIRS21 system. The cut-off date is always at least 2 working days into the following month.
- 9. Invoicing & Payment terms** Invoices for the fees described in this agreement will be sent to the Hotelier on a monthly, quarterly, or annual basis. If SEPA Direct Debit is the selected payment method, the Hotelier agrees to submit a direct debit mandate and to ensure that sufficient funds are available in the account to allow payment to be taken. The monthly deadline for notifying changes to DIRS21 reservations (prenotification) will be brought forward by 1 day. Invoices will be sent in electronic form (PDF file) by email to the email address stored by the Hotelier in DIRS21. The Hotelier is also able to download the invoices from DIRS21 at will. Printed invoices will only be sent if specifically requested.
- 10. Modification of the terms of this agreement** Changes or additions to this agreement will only become valid once they have been expressed in an Addendum to the agreement which has been signed by both parties. This also applies to a waiver of the requirement for written form. The contracted party is obliged to inform TourOnline immediately if the whole business or a significant part of it, inasmuch as it affects this agreement, is sold or in some other way transferred to a third party. The same obligation applies in the case of a change to the business entity or the ownership structure of the company. In such cases the contracted party is obliged either a) to accept and take over the existing agreement and to inform TourOnline promptly of this acceptance, or b) if a decision is taken not to take over the existing agreement, to give notice of the earliest possible termination of the agreement according to the terms contained herein. If this obligation is not fulfilled, then the contracted party indemnifies TourOnline against any and all damages which may result from the non-fulfillment.
- 11. Confidentiality** TourOnline undertakes to act in accordance with the terms of the German data protection laws, in particular to ensure that there will be no misuse of data held by TourOnline.
- 12. Integrity of the agreement** In the event that some or all of the terms of this Contract were not valid according to the law and/or could not be executed, as well as in the event that some terms are expressed unclearly, this will not affect the effectiveness and validity of the remaining contractual terms. In this case, the contracting parties will be obliged, either to replace the terms that are not effective and/or relevant, or in order to provide clarification of unclear terms, to amend such terms so that – as closely as possible – they reflect the spirit and purpose intended by this Contract.
- 13. Choice of law** For any disagreements that may arise in the interpretation or execution of this agreement, the parties agree that instead of proceeding under the national law which would normally apply to them, they agree to the specific jurisdiction of the courts of Stuttgart.

TourOnline AG (DIRS21)
Sitz der Gesellschaft: Wernau
HRB 214796
Amtsgericht Stuttgart
Ust.-Id. Nr. DE245170644

Vorstand:
David Heidelberg (Vorsitz.)
Julian Heidelberg, Markus Krämer
Aufsichtsrat:
Günter Heidelberg (Vorsitz.)

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