

TERMS AND CONDITIONS OF AGREEMENT

1.0 PROPERTY INFORMATION, LICENSE AND PMS INTERFACE

1.1 Property Information

(a) Customer will have access to GlobRes Services and the Property will be accessible only after necessary descriptive information identifying each Property has been entered into the databases. For each Property listed as part of or added to this Agreement at a later time, Customer agrees to deliver complete and accurate descriptions and related data in the format specified by GlobRes within thirty (30) days of the Effective Date of this Agreement or the date a Property is added to this Agreement. «Effective Date» refers to the Date of Contract Signature. This data is referred to as the «Hotel Implementation Package» or «HIP». Revenues cannot be generated until this information is loaded in the databases. Any and all applicable Fees will commence immediately upon signature of this agreement, or as detailed in the agreement and on each renewal date thereafter. (b) Time is of the essence. Customer agrees to complete all tasks in the format specified by GlobRes in order to ensure the implementation process is completed in a timely manner. Completion of these tasks must be undertaken and returned to GlobRes no later than the date specified by GlobRes. GlobRes cannot at any time be held responsible for loss of revenue resulting from the failure by Customer to provide information and complete tasks requested by GlobRes within the timelines specified in so doing hindering the activation of the hotel and generation of revenue. At its own discretion GlobRes reserves the right to commence invoicing applicable fees or penalty fees if the HIP document / necessary tasks/information is not received within the time period as stipulated, without due cause notified and accepted as valid by GlobRes. (c) Customer is wholly responsible for the exactness of all information provided, entered into, or delivered to any system by or at the request of the Customer; even if GlobRes has entered the information at Customer's request. The Customer is exclusively responsible for the exactness and completeness of information that GlobRes will save in all databases and that will be displayed on the screens of the reservation platforms, with which the Customer wishes to be connected. (d) GlobRes cannot be held liable for the nonavailability of an item that is part of a reservation made through a third party or for any possible damages resulting from such nonavailability.

1.2 Live Date. After receipt of initially agreed fees and the Hotel Implementation Package, GlobRes will establish a targeted live date for Customer's Booking Channels. As used in this Agreement, «Live Date» means that a Property is loaded and certified by GlobRes as ready to receive and confirm reservation requests through a Booking Channel.

1.3 License of Service. GlobRes grants to Customer for use by Customer's Properties listed upon attachment or added to this Agreement at a later time, a limited, nonexclusive license to access and use GlobRes Services during the Term as provided herein. This license does not grant Customer any right to sublicense GlobRes Services. This license is revocable in the event of the Termination of this Agreement or in the event of a breach of this Agreement by Customer. If not in breach of this Agreement, Customer may assign this license to a person or entity that agrees in writing to be bound by the terms of this Agreement. Under this license, Customer will have access to those GlobRes Services it chooses to use for the fees and charges that apply under this Agreement.

1.4 Additional Properties. Customer may add additional Properties by the execution of the standard GlobRes Add Property Addendum or other written addendum agreed to or signed by GlobRes and Customer. Fees and other charges will be based on current pricing at the time of adding a Property.

1.5 New or Enhanced Features. GlobRes reserves the right to implement enhancements and to make changes to GlobRes Services. New features or new distribution channels may be offered for additional prices. Customer is not obligated to buy enhancements that increase pricing during the Term.

1.6 Site Preparation. GlobRes Services are accessible by Customer's use of a computer with an Internet browser connected to the Internet. Customer is responsible to ensure that its equipment will achieve effective connectivity in order to ensure correct delivery of all information. The bandwidth of this connectivity, as well as its availability is the sole responsibility of the Customer. GlobRes cannot be held liable or responsible for the lack of delivery of any information resulting from interruptions of this connection; furthermore, Customer is fully and solely responsible to properly install the link to activate and provide use of the Booking Engine on property's website. Non-installation does not constitute grounds to delay commencement of the contract by the Customer nor for financial damage claims by the Customer.

1.7 Terms of Service and Customer Responsibilities. (a) Customer agrees to allocate inventory to all channels, in rate parity with external booking channels and shall maintain a current and accurate availability and rate status for all rooms in order to allow production. Customer will finalize reservations requested through a Booking Channel by using that Booking Channel's confirmation procedure. Customer shall not use or allow any other person to use any part of the reservation system for any purpose other than for booking transactions or services through the system at applicable prices. Customer agrees that in the event Customer uses any Booking Channel to book reservations or uses any other feature of the reservation system, Customer will pay for such use at the standard pricing for such service at the time of use. (b) Customer grants GlobRes and its providers authority to transact bookings according to inventory and rates placed in the reservation system by Customer. The decision to use a channel manager to update rates and availability is made on the sole authority of the Customer. The Customer has the possibility to manage rates and availability directly on each portal's extranet. The fact that the Customer uses a channel manager does not exonerate the Customer from the responsibility for correct, timely and complete data transfer. The correct, timely and complete transmission of data depends on the actual entry at each portal and not on time of amendment in the channel manager. GlobRes does not take any responsibility for the correct, timely and complete data transfer by the channel manager. Any errors and dysfunctions are solely at the Customer's own expense. Customer agrees to honor a confirmed reservation for a hotel room or for lodging goods and services created through the reservation system at the rate sold to a guest for which a reservation has been confirmed even when the arrival date should fall outside of the term of the GlobRes agreement. Customer will obtain comparable accommodations, goods or services, at no greater cost, for any such persons for whom a booking has been confirmed and for whom no accommodations or services are available upon arrival. Greater costs incurred for such accommodations or services are the full responsibility of Customer. GlobRes cannot at any time be held liable/responsible for loss of revenue to the Customer as a direct result of any failure from or by a third party to provide stipulated services.

(c) Customer shall respond to guest dispute inquiries from GlobRes within 24 hours. Failing to do so, Customer grants GlobRes authority to resolve the matter in a businesslike manner and backcharge all incurred costs to Customer. (d) All GlobRes fees are exclusive of Travel Agent/OTA commissions which must be paid by the Customer directly to each Travel Agent / OTA. Customer is required to maintain and execute in a timely manner any commission payment to online and offline travel agents. Failing to comply with this Industry Standard, GlobRes may invoice said commission, plus any incurred costs to Customer and pay commission to travel agents on Customer behalf. GlobRes cannot be held responsible if client's listing is affected, removed or downgraded, if the Booking Channel's commission policy is not met by the Customer. (e) Customer is solely responsible to check validity of credit card details provided with reservations. GlobRes cannot be held responsible for loss of revenue due to fraudulently/erroneous provided credit card information or due to guest no-show.

2.0 PAYMENT

2.1 Payment for Services. Customer agrees to pay all fees, Value Added Tax (VAT) and charges for each Property using GlobRes Services at the prices, and using the method of calculation, set forth overleaf or such other pricing documentation mutually agreed to in writing or signed by both Parties. Customer understands and agrees that any fees payable in advance for each separate Property are due at the time of signing this Agreement or during the time frame agreed and is not refundable. GlobRes will begin to accrue and bill for GlobRes Services as agreed overleaf. During the Term of this Agreement, Customer agrees to pay GlobRes all fees in accordance with Agreement including any GDS, IDS or Switch Company price increase. All provisions of Attachment are expressly incorporated into this contract and are an integral part hereof. Customer agrees that all fees shall be paid in EURO by automatic bank debit, credit card debit or similar debit, or other form of payment acceptable to GlobRes. GlobRes shall invoice Customer for the Fees on a monthly basis or quarterly if traffic is sufficiently low to warrant quarterly billing. GlobRes fees will be applicable on the rate agreed and confirmed at time of booking. Customer shall remit the Monthly or Quarterly Fees to GlobRes upon receipt of GlobRes' invoice in EURO to a GlobRes designated bank. Invoices for future reservations remaining in the system through the remainder of the contract term will become part of the liable dues. Customer is responsible for any and all bank or transaction charges. GlobRes may at its sole discretion apply a late charge in the amount of 1.12%/per month (or the maximum provided by law, if less) for any amounts due to GlobRes beyond the due date. Once automatic customer bank debit capabilities are available, GlobRes will debit Customer's bank account on or about the 15th of each month for fees due for the preceding month's activity.

2.2 Electronic Invoicing. Customer agrees that the receipt of an E-Mail invoice constitutes full service of an invoice.

2.3 Recovery Costs. Customer agrees to pay all costs including legal, court and Collection Company fees if GlobRes should have to pursue customer for recovery of unpaid invoices.

3.0 TERM, EXCLUSIVITY AND FEE INCREASES

3.1 Term. The initial term of this Agreement (the «Initial Term») shall commence upon the Effective Date or as stipulated overleaf.

3.2 Renewal and Fee Increases. This Agreement shall automatically renew yearly for 2 year periods («Renewal Terms») unless written notice of Termination is given by Customer or by GlobRes in writing no less than ninety (90) days prior to expiration. GlobRes reserves the right to change terms and pricing of this Agreement at Renewal Term or by giving notice in writing three (3) months prior to the date of their modification. The «Initial Term» and the «Renewal Term» may also be referred to as the «Term». It is also agreed that pricing may be increased by a minimum of five percent (5%).

3.3 Exclusivity. Customer agrees to use exclusively GlobRes Services for booking all reservations originating through the GlobRes Distribution System or from Internet sites using GDS inventory for all Customer's Properties using GlobRes Services. Customer agrees that it will not connect to the GDS directly or indirectly, or through an intermediary, third party network or service provider, unless prior written approval from GlobRes has been obtained. Customer also agrees to use exclusively the GlobRes WEB on all of its homepages and makes sure it is prominently placed to attract bookings.

3.4 ThirdParty Fees and Fee Increases. The fees and charges for connectivity/interfaces to and usage thereof; for IATA or any other database usage, and for any Switch Provider usage, may be increased or passed on to Customer at any time increased or newly imposed fees and charges are incurred by GlobRes. «Switch Provider» means any entity providing GlobRes with a connecting interface to any Booking Channel or any source of reservations.

3.5 Termination. This Agreement may be terminated in the event of a breach not cured by the breaching Party within thirty (30) days following the delivery of written notice of the breach. In the event Customer does not pay any amounts due to GlobRes within thirty (30) days of invoice date, GlobRes shall have the right to revoke the license granted to Customer and terminate all access by Customer to GlobRes Services. GlobRes reserves the right to terminate the contract or adjust the pricing of the contract at any time during the Term if the total invoices to Customer do not exceed 1,800 EURO per hotel on a yearly basis. In the event Customer does not pay agreed fees or does not begin to use services provided by GlobRes within ninety (90) days of the Effective Date, GlobRes shall have the immediate right to terminate this Agreement, with any applicable fees levied by GlobRes and payable by the Customer, or to implement increased pricing for any or all of GlobRes Services. Upon expiration or Termination of this Agreement, Customer shall cease to utilize GlobRes Services and all amounts owed will immediately become due and payable, invoices for future reservations made prior to agreed cancellation date will be invoiced as per date of arrival; these invoices are also due and payable to GlobRes. In case Customer does not pay within the agreed period, GlobRes reserves the right to disconnect the services, however, all services will continue to be charged as if continuously delivered according to full duration of the contract. GlobRes charges a reconnection fee of €500 per occurrence. If Customer terminates this contract early or is in breach of contract by failing to fulfill any of its obligations, Customer will be liable for either a charge of €50 per day from the time of termination through the scheduled term of the contract or the expected turnover from the time of termination through the scheduled term of the contract whichever is greater, due and payable at the time of early termination.

4.0 GENERAL PROVISIONS

4.1 Publicity. Customer may use GlobRes trade names, name and logo when identifying or advertising that Customer uses GlobRes Services in print or online advertising, press releases or publicity. GlobRes may use Customer's name, logo and property descriptions including number of rooms and Properties by name in print or online advertising, press releases or publicity. Each Party will indicate that the GlobRes and Customer trade names are trademarked and owned exclusively by GlobRes or Customer, and that they signify the services of the Party owning the trade name. These rights cease on Termination of this Agreement.

4.2 Proprietary Rights GlobRes Services including but not limited to hotel built in the CRS (rate and room description etc.), Web site content, software, documentation and copy are subject to trademark, copyright and patent protection, and other proprietary rights. Customer acknowledges that it acquires no rights or licenses with regard to GlobRes Services including but not limited to hotel built in the CRS (rate and room description etc), Web site content, software, documentation and copy except as granted under this Agreement.

4.3 Use of GlobRes Services. Customer will not allow GlobRes Services to be used by any Property or facility not included in this Agreement and Customer will not alter any software code or messaging facility to avoid payment or for use other than as provided in this Agreement. Customer will not reproduce or decompile the software code, documentation or any other proprietary technology owned or licensed by GlobRes.

4.4 Taxes. All pricing and fees under this Agreement are exclusive of taxes. Customer will pay (or reimburse for) any Value Added Tax («VAT»), sales or use tax, Goods and Services Tax («GST»), federal, state, county, local or other governmental taxes, fees or duties now or hereafter imposed on the licensing, export, use or possession of an interface or use of GlobRes services. All payments are made without deduction or withholding. If Customer is prevented by law from paying these taxes or is required to withhold from the amounts due to GlobRes, then the amounts due shall be increased to the amount necessary to yield the full amount GlobRes should have received had such payments been made without such deduction or withholding. Nothing contained herein shall make Customer liable for any tax on net income of GlobRes.

4.5 Limitation of liability. In no event will GlobRes be liable for special, indirect or consequential damages arising out of or in connection with customer's use of any of GlobRes services. In no event will GlobRes' liability for any reason exceed the amount paid to GlobRes under this agreement during the twelvemonth period prior to the date the claim arose. Customer may bring no claim under this agreement more than two (2) years after customer became aware of or reasonably should have become aware of such claim.

4.6 Mutual and Specific Indemnities. Each Party agrees to defend, at its expense, and indemnify and hold the other harmless from and against any third party claim arising from a breach by the other Party of any term or condition of this Agreement.

4.7 Disclaimer of warranties. Global Reservation Agent and Globres.com services and the software are provided «as is». GlobRes makes no other warranties, expressed or implied, including any implied warranties of merchantability, noninfringement, or fitness for a particular purpose. The parties agree and acknowledge that this provision is material to the agreement and its inclusion is a significant consideration in GlobRes's willingness to enter into this agreement.

4.8 Troubleshooting. GlobRes will do its best in the framework of its obligation to troubleshoot problems in GlobRes Services, consistent with commercial reasonableness, to remedy any major malfunctions or defects in GlobRes Services. GlobRes cannot guarantee that its products will function without fault or without interruption nor that all problems encountered by the Customer will be resolved. GlobRes cannot at any time be held liable for any loss of revenue as a result.

4.9 Confidentiality. Customer agrees to hold all the terms, fees, prices, transactional and billing details, and contents of this Agreement in strict confidence. Customer may disclose the terms of the Agreement to its responsible employees, advisors and consultants with a bona fide need to know who agree to maintain confidentiality.

4.10 Governing Law, Jurisdiction and Venue. The laws of the Canton of Lucerne in Switzerland shall govern this Agreement. Any and all disputes arising between the Parties under this Agreement will be resolved and finally settled in accordance with the Rules of Arbitration in Lucerne Switzerland. The arbitral tribunal shall be composed of three international arbitrators, unless the Parties otherwise agree. The place of the arbitration shall be Lucerne Switzerland. The arbitral proceeding shall be conducted in the English language. GlobRes reserves the right to pursue its legal rights in the country of its choice based on the location of Customer's governing entity.

4.11 Binding Obligation and Assignment. This Agreement shall be binding upon the successors, transferees and assignees of GlobRes and Customer.

4.12 Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to a judicial decision, the remainder of this Agreement shall remain valid and enforceable.

4.13 Survival. All provisions of this Agreement relating to payment, confidentiality, nondisclosure, and proprietary rights shall survive the Termination of this Agreement.

4.14 Notice. Any notice under to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof (ii) if mailed, three days after deposit in the national mail, postage prepaid, certified mail return receipt requested, (iii) if by overnight delivery service, upon receipt or (iv) if by email, on the next business day after date sent. To be deemed valid, any and all notices to GlobRes shall be sent to the below address or email address; notices to Customer shall be sent to the address or email address overleaf or as provided as valid by the Customer.

4.15 Entire Agreement. This Agreement, including the Introduction, is the complete agreement of the Parties, and supersedes all prior agreements, contracts, proposals and understandings, oral or written. This Agreement may not be modified or altered except by written instrument executed by both Parties.

4.16 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform due to causes beyond its control including, without limitation, fire, flood, wind, lightning, strike, work stoppage, war, insurrection or terrorist acts, failure of any local, state, national or international telecommunications carrier, GDS, computer hosting facility or Switch Provider to provide reservation messaging or connectivity, or act of God or public enemy. GlobRes cannot at any time be held responsible or liable for damages in the case of delay and/or partial or complete outage of service if this is due to force majeure.

4.17 Changes and Updates. Terms & Conditions may be subject to change; in the event of dispute, Terms and Conditions as shown and detailed on www.globres.com/terms will take precedence and be accepted by the Customer as valid and applicable.

4.18 Prevailing Language. In case of any conflict due as a direct result of translation into any other language the above English version of the above Terms and Conditions will prevail and be applicable at all times.