

eTravel Gateway - A Travel Technology Systems Ltd. Product

TERMS & CONDITIONS OF SERVICE

1. The Service

1.1 Travel Technology Systems Limited ('The Company') will provide to The Customer ('The Customer') a service known as the eTravel Gateway ('The Service'), which will enable The Customer to access via the Internet the Centralised Reservations System ('The CRS') provided by Galileo International and the CRS of any other third party which, at The Company's discretion, may be added at a later date.

1.2 The Company will licence to The Customer such software as is required to access The Service. The software and any subsequent upgrades and revisions will be made available in the form of an electronic download from the eTravel Gateway web site.

1.3 The Company will supply installation instructions to enable The Customer to install the software on The Customer's own hardware equipment.

1.4 The Customer shall be responsible for the provision and maintenance of the hardware equipment and communications links necessary to establish a connection with The Service.

1.5 The Customer shall be responsible for making the appropriate contractual arrangements with the supplier of The CRS. Acceptance by The Company of an application for a Gateway Account does not imply acceptance of an application for service provision by The CRS and vice versa.

1.6 Normal Service Hours are Monday to Saturday 08:00 to 18:00 UK time excluding English Public Holidays.

1.7 The Company will use its reasonable endeavours to maintain 98.5% server availability during normal service hours as defined above as measured over any twelve-month period commencing on the date of this Agreement.

1.8 The Company cannot be held responsible for any failure of The Service due to the performance of any component of the Internet connection or the third party CRS systems.

1.9 The Company will not be liable for any loss howsoever caused resulting from the failure of performance of any part of The Service.

1.10 The Customer is not permitted to use The Service for bulk data processing applications or incorporate The Service into any software package or automated process or to resell or repackage The Service in any way.

2. Payments

2.1 The Customer shall complete any documentation required by The Company and return the documents, along with the initial payment to The Company.

2.2 The Customer is responsible for any payments due to The CRS, or other third party, for the granting of the relevant access rights, terminal IDs and other charges levied by The CRS in respect of services provided to The Customer.

2.3 The Customer shall be responsible for paying other third party charges, where applicable, directly to that third party.

2.4 The Customer shall pay an initial payment to The Company equivalent to the setup fee for each software installation plus three month's advance service charge, as set out in the eTravel Gateway Service Application Form.

2.5 The Customer agrees to pay subsequent service charges quarterly in advance, the first such payment becoming due three months after the activation of The Customer's Gateway Account. The Company may, at its discretion, offer the option of a quarterly Direct Debit and The Company will collect these charges quarterly in advance directly from The Customers bank account. The first such payment will be collected three months after the activation of The Customer's Gateway Account.

2.6 The Gateway Account will be activated when The Company receives notification from The CRS that The Customers eTravel Gateway terminal IDs have been configured.

2.7 The Company may vary the charges contained in the Schedule of Charges by giving a minimum of 30 days notice to The Customer. Any such variation will be applied to the next payment due on or after the expiry of the 30 day notice period. Notice of variation will be sent by e-mail to the person named as Admin Contact in the eTravel Gateway Service Application Form. Variations in charges will not be applied during any period of notice for termination in accordance with Clause 3 below.

3. Termination

3.1 The Customer must sign up to The Service for a minimum period of 12 months.

3.2 The Customer may terminate The Service after the initial 12 month period on giving 90 days notice to The Company. The Customer will be responsible for notifying the CRS or other third party of termination and for any cancellation charges arising.

3.2 The Company may terminate The Service on giving 90 days notice to The Customer.

3.3 The software licence will lapse on termination of The Service and The Customer undertakes to un-install the software from The Customer's hardware equipment.