

T2RL.net CONDITIONS OF USE BY PERMITTED USERS

Your employer (called the "Subscriber") has entered into a licence or subscription agreement ("Agreement") to access and use this Database with Travel Technology Research Limited (called "T2RL"). Set out below are the provisions within the Agreement which are most relevant to your access to and use of the Database. You are required to abide by these provisions. If you wish to see a full copy of the Agreement, please speak with your employer.

1 DEFINITIONS

1.1 In this Agreement, ... the following words have the following meanings:

"Confidential Information" means the provisions of this Agreement and all information belonging to T2RL, or licensed to T2RL by a third party, in any form or medium which is secret or otherwise not publicly available (either in its entirety or in the precise configuration or assembly of its components), and includes the Database, together with any copies of that information in any form or medium or any part or parts of that information including to accounts, business plans, business methods, strategies and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer or sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how and trade secrets, whether disclosed orally, in writing or by electronic means, before or after the date of this Agreement;

"Database" means the database of information relating to airlines and vendors promoting IT solutions and related services in the airline industry that has been obtained, verified, investigated, collected, and compiled by T2RL, and is recorded, held, presented and maintained by T2RL on the Site, as the same may be modified from time to time by T2RL pursuant to Clause 7.1 (Modifications and Limited User Threshold);

"Intellectual Property Rights" means any and all rights in and to any patent, copyright, database, design, trade mark, service mark, domain name, know-how, utility model, business method or process, whether such right is registered or not, or where relevant, any application for any such right, or other industrial or intellectual property right anywhere in the world;

"Initial Subscription Term" means the period of [twelve (12) / twenty four (24) /thirty six (36)] months commencing on the Commencement Date.

"Permitted User" means those employees of the Subscriber, who are permitted by the Subscriber to register for and are authorized by the Subscriber to access and use the Database in accordance with the terms of this Agreement;

"Site" means the website providing access to the Database, owned and operated by T2RL at <http://www.t2rl.net>;

"Subscription Year" means the period of twelve (12) months commencing on the Commencement Date and each subsequent anniversary of the Commencement Date and references to "Subscription Year 1" or "first Subscription Year", "Subscription Year 2" or "second Subscription Year" and so on, shall be construed accordingly;

"Subscription Fee" means the fee payable by the Subscriber to T2RL for access to and use of the Database in each Subscription Year...

2. DATABASE ACCESS RIGHTS

2.1 In consideration of and subject to the payment in full by the Subscriber of the Subscription Fee and subject to compliance by the Subscriber with the provisions of this Agreement, T2RL hereby grants to the Subscriber a non-exclusive, non-transferable, revocable right for the Permitted Users to access and use the Database during the Subscription Term solely as permitted and for the purposes set out in Clause 2.2.

2.2 The Subscriber and the Permitted Users may:

- (a) access and use the contents of the Database for the Subscriber's internal business purposes only; and
- (b) subject always to the other provisions of this Agreement, extract, make copies of, reproduce, or print minor extracts of the Database for use in the Subscriber's internal business only.

2.3 The Subscriber shall only allow Permitted Users to access and use the Database via the Site by using the user name and secure password created by each Permitted User in accordance with Clause 3.1 (Permitted Users) and shall ensure that no other access takes place.

2.4 The Subscriber shall not, and shall procure that the Permitted Users shall not:

- (a) commercially exploit or resell the Database or otherwise make the Database or any part of its contents available to any third party; or
- (b) access all or any part of the Database in order to build a product or service which competes with the Database; or

- (c) except as provided by Clause 2.2, use, copy, adapt, create derivative works or modify the Database without the express prior written consent of T2RL; or
- (d) copy, extract, download, print, publish, broadcast, transmit, reproduce in physical form or otherwise electronically remove or reproduce the Database or any part thereof in any documents or information for circulation, distribution, release, publication or which are otherwise to be made available outside of the Subscriber's business without the express prior written consent of T2RL; or
- (e) access, store, distribute or transmit any Viruses, or any material during the course of accessing the Site and/or Database that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

- 2.5 The Subscriber shall put in place and maintain adequate security measures and processes, and any other measures as shall be required to safeguard the Database and to prevent unauthorised access to, or use or copying of, the Database by Permitted Users or any other third party and, in the event of any such unauthorised access or use or copying, shall promptly notify T2RL.
- 2.6 The Subscriber shall indemnify and keep indemnified T2RL against all losses, costs, claims, demands, damages and expenses (each whether direct or indirect) arising out of or in connection with the Subscriber's access to or use of the Database or the Site or any part thereof in breach of this Agreement or any applicable law.

3 PERMITTED USERS

- 3.1 Each Permitted User shall be required to register with T2RL and create a user name and password to access and use the Database. The Subscriber shall ensure that:
- (a) each Permitted User keeps his or her allocated user name and password confidential and that the same are not disclosed to any other person;
 - (b) such user names and passwords are not used by anyone other than the Permitted User to which they are assigned; and
 - (c) each Permitted User is aware of and complies with the terms of this Agreement.
- 3.2 If the Subscriber wishes to change a Permitted User or add a Permitted User at any time it shall notify T2RL in writing and shall include in its notice the identity and employment status of the proposed new Permitted User and the identity of any Permitted User who is to no longer have that status (if any). T2RL will use its reasonable endeavours to respond to the Subscriber's notice within ten (10) Business Days of receiving the Subscriber's notice. The Subscriber shall furnish such details as T2RL shall reasonably require to satisfy T2RL that the Permitted User is an employee of the Subscriber. Once any such Permitted User is approved by T2RL, and subject to payment of any additional Subscription Fee pursuant to Clause 3.3, T2RL shall allow such Permitted User to access and use the Database in accordance with this Agreement.
- 3.3 The Subscriber shall pay to T2RL the relevant additional Subscription Fee as set out in the Commercial Terms for any additional Permitted Users approved by T2RL. If such additional Permitted User subscription is purchased part way through the Initial Subscription Term or any Renewal Subscription Term (as applicable), such fee shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Subscription Term (as applicable).
- 3.4 Only employees of the Subscriber are entitled to be Permitted Users. The Subscriber shall notify T2RL immediately that any Permitted User ceases to be an employee of the Subscriber and shall ensure that such individual is not able to access the Database once he or she ceases to be an employee of the Subscriber.
- 3.5 In the event that the Subscriber nominates fewer than its permitted quota of Permitted Users during the Subscription Term or any Permitted Users stop using the Database during the Subscription Term, the Subscriber shall not be entitled to any reduction or reimbursement of the Subscription Fee.
- 3.6 The Subscriber shall be responsible for all access to and use of the Database made by its Permitted Users and anyone else using a Permitted User's login and/or password, whether authorised or not.

4 INTELLECTUAL PROPERTY AND USE OF CONTENT

- 4.1 T2RL has, at its sole cost, created and developed the Database by obtaining, verifying and presenting the contents of the Database on the Site.
- 4.2 All Intellectual Property Rights in the Database and the Site belong to T2RL or T2RL's third party licensors. This Agreement shall not constitute a transfer of any Intellectual Property Rights in the Database or the Site from T2RL to the Subscriber, nor grant the Subscriber any rights to the Database or the Site (including any Intellectual Property Rights in the Database or the Site) other than as set out in Clauses 2.1 and 2.2 (Database Access Rights) above.
- 4.3 The Subscriber shall:
- (a) retain, and not amend or delete, any copyright or other intellectual property notices contained in the Database or on the Site;

- (b) ensure that such copyright or other intellectual property notices are attached to every extraction, copy, reproduction, download, or print-out of the Database or the Site; and
- (c) ensure that any copies or reproductions of any part or element of the Database or the Site contain the following notice, "Information reproduced with the permission of T2RL".

7. MODIFICATIONS AND LIMITED USER THRESHOLD

- 7.1 T2RL may make changes to the Database or any part of it, at any time without notice and as T2RL in its absolute discretion sees fit.

8 LINKS TO THIRD PARTY SITES

- 8.1 T2RL does not monitor the content of third party websites and any links provided within the Database are for the Subscriber's convenience only. T2RL makes no representation or warranty as to the content of such third party websites. T2RL shall not be liable for any third party material made available within the Site or contained on any third party website that links to the Site.
- 8.2 No links are permitted to the Site or Database without express prior written consent of T2RL.

9 CONFIDENTIALITY

- 9.1 The Subscriber shall keep and procure to be kept secret and confidential all Confidential Information disclosed or obtained as a result of the relationship of the Parties under this Agreement and shall not use nor disclose the same except in accordance with Clause 2 or with the prior written consent of T2RL. Where disclosure is made by the Subscriber or any Permitted User to any employee, consultant, sub-contractor or agent, it shall be done subject to obligations equivalent to those set out in this Agreement. The Subscriber agrees to use its best endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations provided that the Subscriber shall continue to be responsible to T2RL in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 9.2 The obligations of confidentiality in this Clause 9 shall not extend to any information which the Subscriber can show:
- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
 - (b) was in its written records prior to the date of this Agreement and not subject to any confidentiality obligations; or
 - (c) was independently disclosed to it by a third party entitled to disclose the same; or
 - (d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 9.3 The Subscriber shall ensure that the Permitted Users are aware of and undertake to comply with the obligations of confidentiality set out in this Clause 9.
- 9.4 This Clause 9 shall survive termination of this Agreement

10 WARRANTIES

- 10.1 T2RL does not warrant that use of or access to the Site or the Database will be uninterrupted or error free or that it will be continuously available. The Database is provided on an "as is" basis.
- 10.2 T2RL does not guarantee the speed or security of the Site. T2RL shall not be responsible for the presence of any Viruses nor for any damage that they may cause, or loss that the Subscriber may suffer, whether directly or indirectly as a result of a Virus that is traced to the Site or otherwise.
- 10.3 T2RL has taken reasonable steps to provide accurate and timely information in the Database, but cannot ensure such accuracy or timeliness. T2RL excludes all representations or warranties about the accuracy, reliability, completeness, quality, timeliness, availability, freedom from Viruses or other harmful code, maintenance or fitness for purpose of the Site and the Database or any part thereof.
- 10.4 The Database does not constitute an invitation for the sale or purchase of securities or to invest in shares or deal in any way in shares either in T2RL or any company or entity identified or featured in the Database or to enter into any contract for services with T2RL or any of its group companies. T2RL does not intend and is not authorised to give financial advice. The Subscriber should not rely upon the Database when making an investment or commercial decision. None of the information in the Database is to form the basis of or be relied on in connection with any agreement or arrangement which may at any time be entered into by the Parties to this Agreement or by the Subscriber with any third party. In all cases the Subscriber should independently verify any information upon which it wishes to rely.

12 TERM AND TERMINATION

- 12.1 This Agreement shall continue for the Subscription Term unless terminated in accordance with Clause 7.2, this Clause 12 or Clause 14.2.

12.2 T2RL may terminate this Agreement or withdraw any password and user name from any Permitted User immediately if, at any time, T2RL believes the Subscriber, any Permitted User or any other employee, agent or contractor of the Subscriber, is in breach of this Agreement.

12.3 In addition to its rights under Clause 12.2, T2RL may terminate this Agreement immediately without notice if:

- (a) the full Subscription Fee has not been received by the due date; or
- (b) the Subscriber undergoes a Change of Control. For the purposes of this Clause 12.3(b) a "**Change of Control**" means that the person who controlled or had the power to control the affairs and policies of the applicable company (whether directly or indirectly and either by ownership or share capital, possession of voting power, ability to appoint directors, contract or otherwise) ceases to have such control.

12.4 In event of any early termination of this Agreement by T2RL, T2RL will not refund nor credit, and the Subscriber shall not be entitled to any refund or credit for, any portion of the Subscription Fee or Additional Services Fee for any unused part of the Subscription Term.

12.5 Upon termination of this Agreement for any reason whatsoever:

- (a) the relationship of the Parties shall cease and all rights granted under this Agreement to access and use the contents of the Database shall cease immediately;
- (b) the Subscriber shall as soon as reasonably practicable ensure that all content copied or extracted from the Database is deleted from its systems and/or destroyed and shall confirm in writing to T2RL that it has done so, and shall make no further use of such content; and
- (c) any provision which is expressly or by implication intended to come into force or remain in force on or after termination will continue in full force and effect.

12.6 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.

13 AUDIT

13.1 The Subscriber shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records ("**Records**") showing, during the Subscription Term the steps taken by the Subscriber to comply with the terms of use and access to the Database as set out in this Agreement.

13.2 The Subscriber shall permit T2RL and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Agreement, to:

- (a) gain (physical and remote electronic) access to, and take copies of, the Records and any other information held at the Subscriber's premises or on the Subscriber's systems relating to the access and/or use of the Database and any content copied or extracted from the Database; and
- (b) inspect all Records and Subscriber systems relating to the access and use of the Database and any content copied or extracted from the Database,

for the purpose of auditing the Subscriber's compliance with its obligations under this Agreement.. Such audit rights shall continue for two (2) years after termination of this Agreement. The Subscriber shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of two (2) years after termination of this Agreement.

15 PARTIES

15.1 The Subscriber may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement.

15.2 A person who is not a Party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement.

15.3 Neither Party may pledge the credit of the other Party nor represent itself as being the other Party nor an agent, partner, employee or representative of the other Party and neither Party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other.

15.4 Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.