

Please send this contract completed and signed by fax to Partners Software, fax no. +49 – 421 – 65 59 62

## LOW.FARE Supplementary Agreement

between

Partners Software GmbH  
Zum Alten Speicher 11  
28759 Bremen, Germany

– hereafter referred to as „Partners” –

and

(Company Name) \_\_\_\_\_

represented by

(Managing Director) \_\_\_\_\_

(Street) \_\_\_\_\_

(City, Postcode) \_\_\_\_\_

(Email) \_\_\_\_\_

(Tel.) \_\_\_\_\_

(Fax) \_\_\_\_\_

(VAT Number) \_\_\_\_\_

– hereafter referred to as „licensee” –

## 1 Subject of agreement

The licensee is **LOW.FARE**-customer of Partners and an International License Agreement already exists.

The user entrusts Partners to activate one or more of the following Premium-Functions (Add-ons) in his system:

### Optional Premium-Functions (Add-ons, please tick the appropriate module/s)

- GDS-fares/ Premium mark-up pricing** (+15,00 Euro per month)
- Onlineshop** (+5,00 Euro per month)  
The use of the Shop is only possible in conjunction with an active **LOW.FARE** Internet version.

## 2 License scope

Unless not otherwise agreed here in written form the terms and conditions of the current **LOW.FARE** contract between the licensee and Partners are valid.

## 3 Contract beginning, duration and end

1. This contract is valid from \_\_\_\_\_ with a minimum contract period of twelve (12) months until the end of the quarter. The current **LOW.FARE**-contract extends accordingly.
2. After the minimum duration has ended the terms and conditions of the existing **LOW.FARE**-contract are valid.

## 4 License cost, payment and price adjustment

1. **LOW.FARE Premium Functions (Add-ons)**
  - a. The monthly fee for the use of the GDS fares Add-on and for the use of the extended mark-up Add-on are 15,00 Euro.
  - b. The monthly fee for the use of the Onlineshop is 5,00 Euro. The use of the shop is only possible in conjunction with an active **LOW.FARE** Internet version to which the booking requests of the shop are transferred to. The flight portfolio of the Onlineshop is limited to Low-cost fares.
2. Services and costs for the ticketing aren't included in this Supplementary Agreement.
3. The payment of the monthly booking fee proceeds according to the terms and conditions of the existing **LOW.FARE** contract. All mentioned prices and fees are exclusive of VAT.

4. The licensee has to provide Partners with a valid European Union VAT ID number so that German VAT (MwSt.) does not have to be charged. If the licensee does not provide a valid European Union VAT ID number then Partners has to charge current German VAT.

## 5 Fulfilment, Ticketing

(Please only complete if you want to use GDS fares, Published fares Add-on)

The user instructs Partners to deposit the following ticket-fulfilment process and -partner: (Please tick the appropriate)

- The user prints the tickets by himself

GDS Worldspan SID: \_\_\_\_\_

- The user instructs a fulfilment partner with the ticketing

Name of the fulfilment partner: \_\_\_\_\_

GDS Worldspan SID: \_\_\_\_\_

If available: The agency number

of the user received from

his fulfilment partner prior: \_\_\_\_\_

## 6 Commissioned processing of personal data

According to privacy laws, Partners grants the services described herein as an entity commissioned to process personal data according to section 11 Federal Data Protection Act (FDPA). Responsibility for compliance with the provisions of the FDPA and with other data protection provisions shall rest with the Licensee. Partners is allowed to process personal data only within the directions of the Licensee.

If possible, Partners is committed to perform the services of this contract without taking notice of personal data. Partners has established technical and organisational measures according to section 9 of the FDPA and grants that these measures will be kept state-of-the-art.

The responsible employees of Partners are committed to confidentiality according to section 5 of the FDPA and are instructed to observe the FDPA-regulations. Partners has appointed a professional data protection official.

If Partners thinks that an instruction of the Licensee infringes the FDPA or other data protection provisions, he shall point this out to the Licensee without delay.

## 7 Applicable law, court of jurisdiction, writing clause

1. This contract and the entire relationship between the licensee and Partners Software are governed by German law. The sole place of jurisdiction is Bremen, Germany.
2. Should any part of this contract be invalid or in executable, the remainder of the contract stays in effect. The invalid or in executable part of the contract shall be replaced with a clause that expresses what both parties would have intended when the contract was signed.

## 8 Signatures

This contract goes into effect by both parties signing the contract.

\_\_\_\_\_  
Date, Place

\_\_\_\_\_  
Date, Place

\_\_\_\_\_  
For the licensee

\_\_\_\_\_  
For Partners Software

## Direct Debit Authorisation

I hereby authorise Partners Software to charge the following credit card with the fees according to this contract:

Credit Card type:     VISA         MasterCard         Amex         Diners

Credit Card No. (16 digits): \_\_\_\_\_

Name of Cardholder (card): \_\_\_\_\_

Credit Card valid until: \_\_\_\_\_

Secure Code (CVV/CVC): \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

Date, Place: \_\_\_\_\_