

**General terms
of the company Global Flight SARL for the software "FFP Manager"**

1) Preamble

Global Flight SARL with its headquarter at 4, impasse du Petit Castet in F31830 Plaisance du Touch / France, registered at the R.C.S. Toulouse under the number 490 234 341 (called hereafter "licensor") has developed the internet-based software "FFP Manager". Upon registration, the licensor grants to the registered company (called hereafter "licensee") a simple right to use for the software "FFP Manager". This happens through the communication of a password. This allows to the licensee administrating online the accounts of travellers in all available Frequent Flyer Programs and using the points according to specific predefined rules.

2) Simple license, duration of contract

a)

The licensor shall grant to the licensee a simple right to use for the software "FFP Manager", which is transferable, non-exclusive and initially limited to a period of 12 months.

b)

The scope of services of the basic module shall include:

- Set-up of an individual corporate hierarchy across as many levels as desired
- Possibility to enter relevant data of Frequent Flyer Programs for each traveller, including several programs per traveller
- Automatic update of account balances (except for SME Corporate Loyalty Programs)
- Separation of personal points
- Individual rules regarding the authorised awards (standard values for the program of the dominant home carrier)
- Queries about account balances for award bookings
- Real time availability check for concrete award flights for selected airlines
- Overview about used awards
- Reporting
- News service covering the required information about Frequent Flyer Programs
- Product help
- Import of travellers' data (upon request)
- Integration of different user groups, for instance the TMC partner, with different access rights

The licensee accepts that above services might partially be granted only to a limited extent or not at all for a short period of time, notably if airlines put in place corresponding visible or invisible changes on their websites. The licensor commits to resolving such issues within the technical possibilities as fast as possible and/or to inform the licensee about it.

c)

The scope of services/rights to use shall not include an analysis about the optimised use of Frequent Flyer Programs by Global Flight.

d)

Furthermore, the Frequent Flyer Programs as such shall not constitute an element of the contract. These Frequent Flyer Programs are made available by the corresponding program operators.

e)

The contractual relationship can be extended before the end of the 12-month period by the licensee for another 12 months by paying the annual fee for the following year.

f)

If the payment is not received by the expiration of the current validity, the account will be closed. In that case, the data shall remain saved for a period of another six months and can be reactivated upon renewal of the contract within the 6-month period.

g)

If not renewed, the contract shall end automatically at the end of the validity period without the need of a notice of termination.

h)

The rights to use shall always be granted for the contractual period from the moment of placing the order.

3) Licence payment

a) Basic module

The fee for the rights to use is based on the number of travellers of a company whose data is entered to the FFP Manager. The fees for the basic module are:

1-10 travellers:	30.00 EUR per month,	for 12 months hence 360.00 EUR
11-30 travellers:	85.00 EUR per month,	for 12 months hence 1,020.00 EUR
31-50 travellers:	140.00 EUR per month,	for 12 months hence 1,680.00 EUR
51-100 travellers:	270.00 EUR per month,	for 12 months hence 3,240.00 EUR
101-200 travellers:	500.00 EUR per month,	for 12 months hence 6,000.00 EUR
201-300 travellers:	740.00 EUR per month,	for 12 months hence 8,880.00 EUR
301-500 travellers:	1,150.00 EUR per month,	for 12 months hence 13,800.00 EUR
501-700 travellers:	1,550.00 EUR per month,	for 12 months hence 18,600.00 EUR
701-1.000 travellers:	2,150.00 EUR per month,	for 12 months hence 25,800.00 EUR

For more than 1,000 travellers, the fee shall be fixed separately in written. In that case, the contract shall only be validated once a corresponding written price agreement took place.

b) Optional Frequent Flyer Programs

The annual fee for the additional complete rules regarding the authorised awards for specific countries of departure for any Frequent Flyer Program is 189.00 EUR per program and country.

c) Optional integration of Corporate Loyalty Programs for SMEs

The fee for the optional integration of Corporate Loyalty Programs for SMEs is 100.00 EUR per year.

d) Payment terms

The fees listed under 3 a) to c) are due in advance at the beginning of the corresponding contractual year upon reception of the invoice.

e) First time customers

First time customers shall receive the rights to use for the basic module free of charge during the first month.

4) Claims of deficiency/limitation of liability

a) Claims of deficiency

aa)

The licensee shall announce obvious deficiencies to the licensor in writing or via e-mail within a time period of four weeks after the moment, at which he assessed the deficiency. If the licensee omits this communication, its deficiency claims shall extinguish four weeks after it assessed the deficiency. This shall not apply in the case of cunning of the licensor.

If a deficiency occurs regarding the services provided by the licensor, the licensor shall either remove it within appropriate time or renew the service without any deficiency (including the completion of any missing fulfilment) according to its choice. If the missing fulfilment fails, especially because the deficiency is not removed in spite of removal attempt, is delayed in an

unreasonable manner or rejected in an unauthorized manner, the licensee can, according to its choice, either cancel the service in question or lower the price of this service.

bb)

Deficiency claims shall lapse within a year from the legal start of limitation.

b) Limitation of liability

The claims of the licensee for compensation of damages or compensation of vain expenses shall depend on this regulation.

aa)

For damages related to the injury of life, the body or the health, which result from a careless breach of duty of the licensor or an intentional or careless breach of duty of a legal representative or fulfilment assistant of the licensor, the licensor shall be liable without any limitations.

bb)

In the remaining liability claims, the licensor shall be liable without any limitations only in absence of the guaranteed services as well as for intention and coarse carelessness, including of its legal representatives and executives. The licensor shall be liable for the mistakes of other fulfilment assistants to the extent of the liability for slight carelessness according to figure 4 b) cc) only.

cc)

For slight carelessness, the licensor shall be liable only as far as a duty is injured, whose compliance is of special importance for the accomplishment of the purpose of the contract (cardinal duty). In the case of a slight breach of a cardinal duty, the liability shall be restricted to the damages, which are foreseeable at the time of the contract breach.

dd)

The liability for data loss shall be restricted to the typical expenses of restoration, which would occur in the case of a regular and appropriate preparation of back-up copies. Unless, there is one of the prerequisites according to figure 4 b) aa) or bb).

ee)

The liability according to the product liability law shall remain untouched.

5) Exclusion of liability

a)

The licensor doesn't assume any liability for damages caused to the licensor by:

aa)

the faulty, inappropriate or not conform use of the FFP Manager,

bb)

the faulty or careless securing of data

cc)

the non-realisation of expected savings

dd)

the non-respect of the conditions of Frequent Flyer Programs

For all these points mentioned above, the licensee shall be fully responsible on his own as he shall be for creating back-ups as an external saving of his data.

b)

For things and circumstances outside of the sphere of influence of the licensor, the latter shall not assume any liability.

c)

The licensor shall not assume any liability for damages resulting from THE USE OF FREQUENT FLYER PROGRAMS OR SUPPLIERS PARTICIPATING IN THEM. This shall concern in particular any kind damage resulting from the following events, without being limited to them:

- Accidents and incidents of all kinds resulting in death or physical damage
- Loss or damage of baggage

- Fare and price conditions
- Additional financial burden by non-usage of alternative suppliers
- Bankruptcies of suppliers or operators of loyalty programs respectively
- Individual interpretation of program conditions by program operators
- Expiry or devaluation of accumulated points
- Modifications of loyalty programs
- Termination of loyalty programs
- Incomplete availability of program information due to omission by program operators
- Delays or flight cancellations

All kind of such liability claims needs to be clarified directly with the suppliers or program operators in question respectively.

6) Analysis of deficiencies/cooperation obligations of licensee

a)

The licensee shall assist the licensor in case of issues and in order to remedy any deficiencies. Upon request, the licensee shall create or provide supporting information.

b)

For technical analyses and the elimination of deficiencies, the licensor shall have the right to view data of the licensee, also without informing the licensee about it.

c)

The licensor shall engage to ensure the protection of the data in the sense of the German data protection law and not to forward the data of the licensee to any third parties or to use for purposes not covered under this agreement.

7) Final clauses

a)

The contractual parties shall engage to treat trade secrets and confidential information or data about persons or processes of the respective other party absolutely confidentially. The protection of potential person-related data is thereby carried out according to the applicable legal framework based on the corresponding requirements as defined by the CNIL (Commission Nationale de l'Informatique et des Libertés).

b)

Other clauses and additions to the present contract need to be in written in order to be validated. No oral agreements have been made.

c)

Place of fulfilment shall be F31830 Plaisance du Touch / France.

d)

If the licensee is a registered business or company of public law, the sole applicable legal domicile for all disputes resulting from the contractual relationship shall be the court responsible for F31830 Plaisance du Touch / France.

e)

Only the laws of the French Republic shall be applied.

f)

In the event that any provision of this agreement or the application thereof shall be or become invalid or not applicable, an appropriate provision of replacement shall apply instead of the invalid or inapplicable provision, which corresponds to the spirit of the agreement and of which can be assumed that the contractual parties would have agreed to if they had recognized the invalidity. The remaining provisions of this contract shall not be affected by the invalidity or inapplicability.

g)



In case of discrepancies, the French version of the General Terms ("Conditions générales") shall be legally binding.