

APPLICATION TO USE THE "FAIRRATE" INFORMATION SYSTEM

The Fairmas Gesellschaft für Marktanalysen mbH, and the hotel named below hereby agree to the "FairRate" software application being used pursuant to the following conditions:

Contact person:	Name of the hotel:
Address of the hotel:	Management company (where applicable):
E-mail address:	
Telephone number:	Fax number:
Where applicable, the number of the company's participating hotels:	Subscription fee:
Mode of payment: Annually, in advance	Beginning of the agreement:
Invoicing address and exact company name, if different from above hotel details:	
Contact person (for accounting purposes):	

Please fill out this form, sign at the bottom of the contract text, and return the application form and contract to Fairmas Gesellschaft für Marktanalysen mbH, Fax number +49 30 322 940 5-21.

After receipt of the annual subscription fee of 55,00 EUR net / month (Total gross amount 785,40 EUR including 19% VAT), FairRate will be immediately activated.

Our bank details are as follows:

Account holder: Fairmas GmbH

Account No.: 01 888 54

Bank Code: 100 700 00

IBAN Code: DE68100700000018885400

Swift Code: DEUTDEBBXXX

Contract for the use of FairRate - Software

Between fairmas Gesellschaft für Marktanalysen mbH, represented by its managing director, Dr. Roland Smolin, of Meinekestraße 24, 10719 Berlin, Germany
Hereinafter referred to as: "**fairmas**"
and

Hereinafter referred to as: "**customer**"

Clause 1 Subject matter of the contract

Within the context of this agreement, Fairmas shall provide the customer with an Internet-based information system called "FairRate" (referred to below as "IS" or "FairRate"). FairRate offers an assessment of the future market development of selected hotels, based on the observation of the lowest non-restricted rates contained in the GDS system for the next twenty-eight days. The customer can nominate up to seven hotels to be the subject of FairRate usage.

The IS does not provide any recommendations for action of any kind.

Clause 2 Scale and limitations of the permissible usage of the IS

FairRate may only be used by the customer for internal purposes. The dissemination or passing on by the customer to a third party of any data that becomes known as a result of the use of FairRate is not permitted. In particular, data of this nature may not be published by the customer. The data must not be altered, processed, and/or made the subject of other publications. The parties shall agree and the customer shall constructively recognise that a violation of existing obligations shall justify claims for compensation in damages and for injunctive relief in favour of Fairmas, with costs to be borne by the customer.

Further agreements on confidentiality and the rights to data arise from clauses seven and eight of this contract.

Clause 3 Modifications to FairRate, interruptions in the usability

Fairmas is entitled to amend, extend, and/or restrict FairRate provided the justified interests of the customer are not consequently impaired to an unreasonable degree, at any time, and without the need to furnish any reasons.

Fairmas shall make every effort to ensure the continuous availability of FairRate, though without being obliged to do so. In particular, fairmas has the right to interrupt use of the application for scheduled and unscheduled maintenance work. Fairmas shall, whenever possible, inform the customer in advance by e-mail of any impending interruption in the usability of the software.

Clause 4 Subscription fee and payment

a) The customer shall pay fairmas a subscription fee for the use of the IS for the period covered by this contract. The payment shall amount to € 55.00 net per month and per hotel, plus the value added tax (VAT) respectively valid.

If the customer operates a number of hotels, he or she will have to pay a specially agreed fee for each hotel operated. Payment shall be made annually, in advance, without any deductions. Use of the IS is only possible once the annual fee has been paid to fairmas in full.

b) Fairmas has the right to unilaterally increase the fee for the use of the IS, through written notification. This notification of an increase must be received by the customer three months in advance. Should the customer not be in agreement with the increase, the customer may terminate the contractual relationship by adhering to a two-week period of notice prior to the point in time from which the increase is to apply. If the customer does not terminate the contractual relationship, consent to the increase in the fee is considered to have been granted.

Clause 5 Beginning and end of the contract

This contract becomes effective on being signed. It shall initially apply for twelve months. The contractual relationship shall be automatically extended by a period of a further twelve months, should one of the parties to the contract not terminate the contract at least three months before the end of the contractual period concerned.

Irrespective of the above provision, the contract can be terminated without notice for an important reason, should the terminating party terminate the continuation of the contractual relationship for instance, because of a severe breach of contract by the other party that cannot be considered reasonable.

In addition, the parties have the right to terminate the contract if Fairmas ceases to be supplied with the lowest non-restricted rates contained in the GDS system. If necessary, Fairmas shall inform the customer immediately of any such apparent development regarding the provision of data.

Clause 6 Limitation of liability and claims concerning deficiencies of the IS

Fairmas shall not be held liable to the customer in the event of slight violations of inessential contractual obligations resulting from minor degrees of negligence. Any liability for damage by the customer that directly or indirectly arises from the utilisation of the services of fairmas or the use of the fairmas Website is not permitted, when not based on claims of intent or gross negligence. The above limitations on liability do not apply to any cases of harm to life and health attributable to fairmas or to any case of loss of life of the customer attributable to fairmas.

After the completion of the contract, the customer can enforce all his or her claims due at that point in time within a period of six months. Following this term of preclusion, the enforcement of claims against fairmas shall be ruled out.

Clause 7 Data protection, confidentiality, and consent to make use of data

a) The data provided by the customer is saved, processed, and used in accordance with the German Data Protection regulations.

b) Fairmas may make public the names and locations of the participating hotels for advertising and other purposes.

c) The customer shall undertake not to supply, under any circumstances, any information to third parties that concerns the IS or the data made public by the IS, unless fairmas has expressly agreed to the dissemination of the data. The unauthorised passing-on of data would represent a particularly serious breach of contract and thus the blocking of access to the IS, as well as the enforcement of civil claims.

Should the customer determine that data has been passed on contrary to the contractual agreement (by a member of staff, for instance) the customer shall take every reasonable step to clarify by whom, to whom, on what scale, and, where applicable, the favour in return for which the data as been passed on. The customer shall undertake to immediately pass on to fairmas all information determined concerning any likely breach of contract so that fairmas shall have the opportunity to combat these infringements as effectively as possible.

Clause 8 Rights to the Website and the information imparted, obligations of the customer to desist interference and to maintain secrecy

a) The contents of the Website must not – even in part – be copied, disseminated, amended, or made accessible to third parties, even if fairmas has granted appropriate permission.

b) Fairmas has sole rights to the IS. The customer acknowledges that he or she is only permitted to use the IS for internal purposes, in connection with the specific hotel concerned. The customer must not pass on to third parties or publish any of the information that may come into his or her possession while using the IS.

c) The trademark or other rights to any characteristic markings used on the Website belong to fairmas alone, provided these characteristic markings are not ones to which third parties have the rights. The customer hereby recognises that all logos, product designations and other characteristic markings are legally protected and thus may only be used by the customer in the context of the applicable legislation.

d) Under no circumstances shall the customer become the owner of rights to the Website, the IS, the data collected and processed and/or the results of work that have been produced in connection with the IS. Should rights of this nature arise in favour of the customer – for whatever reason - the customer shall immediately transfer these rights to fairmas in the context of what is legally possible, and the transfer of rights shall take place in an objective, locally and temporally unlimited way, and such that it continues beyond the point of termination of the contractual relationship between the parties. Fairmas shall accept a transfer of rights of this nature.

Clause 9 Final clause

This contract shall be subject solely to the law of the Federal Republic of Germany.

If the customer is a businessmen/merchant ("*Kaufmann*") in the context of the German commercial code, then the place of jurisdiction for any differences that may arise from or in connection with this contract shall be Berlin.

Should any individual provisions of this contract be invalid or lose their validity as a result of a circumstance that occurs at a later point in time, the validity of this contract shall remain otherwise unaffected. Instead of the invalid contractual provision, a provision shall be introduced that approaches as close as possible to that which the parties to the contract would have wanted.

The agreement shall conclusively represent the arrangements made between the parties. Subsidiary agreements have not been made. All amendments or supplements to this contract must be made in writing.

On behalf of fairmas: Dr. Roland Smolin	On behalf of the customer:
Location:	Location:
Date:	Date:
Signed:	Signed:
Position of the signatory: Managing director	Position of the signatory: