

Brightsun GDS reseller Terms and Conditions

Purpose of Agreement: Brightsun Travel UK Ltd (referred herein as "Brightsun") will provide the 'Agent' with access to a GDS system mentioned below. The GDS system is maintained by the following companies:

Galileo & Worldspan – Travelport

Sabre – Sabre Systems Inc

Amadeus – Amadeus Systems

The above GDS platforms may be upgraded or added by Brightsun from time to time at its sole discretion. All reservations made from the Agent's Ownership in Agents own ID that is supplied by Brightsun may use the GDS platform to make bookings under the one-license agreement and are subject to the monthly fees listed below. Special multi-location user licenses are also available for an additional charge.

Setup fee: If Agent has not yet purchased Brightsun software, then upon sign up Agent will be charged a setup fee* per terminal. Fee schedule** is as follows:

Worldspan per terminal – GBP20 per month

Sabre per terminal – GBP5 per month

Galileo per terminal – GBP20 per month

Amadeus per terminal – GBP5 per month

*any subsequent reinstallations due to malfunction / computer crash by agent will attract a GBP5 fee, Any passwords issue or unlocking or reset will attract a GBP5 fee per signon.

** the above fee schedule can be changed at GDS discretion and Brightsun will endeavour to inform the agent of the fee changes as soon as they are known to Brightsun..

Pricing Plans: Upon setup and activation of the GDS system or within thirty (30) days of the acceptance of this Agreement, Agent will be placed into a monthly pricing plan based on the number of terminals that Agent has. Monthly pricing also includes setup & technical documents provided by GDS.

Payment Terms: Monthly charges will be processed on or near the 1st of every month via deduction from Agent's credit or debit card, or a debit card agreement. Agent's inability to make such payments due to insufficient funds, errors or omissions of accurate payment data, will be considered grounds for breach of this agreement by the Agent.

Annual Payment Option: The Agent can opt to pay for 12 months of service in conjunction with the execution of this agreement. Payment under this plan qualifies for a 2% discount on any monthly charges.

Termination: This agreement shall be in effect from the Effective Date (the date at which Agent agrees to these terms), until the first year anniversary date of Agent's acceptance of these terms. Thereafter, this Agreement shall continue from year to year unless either party gives written notice to the other at least (30) days prior to the end of the then current term of its intent to terminate this Agreement. In event of a breach of this Agreement, the non-breaching party may terminate this Agreement upon written notice to the other party of the breach. Upon providing written notice of breach to Agent, Brightsun may immediately remove information regarding Agent from the GDS system without further notice to the Agent; and Agent shall immediately remove any GDS software from computer systems.

Agent Use : Agent agrees to do everything in their power to maintain business with Brightsun and use the GDS system to transfer bookings to Brightsun for the term of this contract. Brightsun is not liable for double bookings, cancellations or any other reservation conflict. The Agent agrees not to breach booking guidelines or to misuse booking practises and eliminate the charge for double bookings. Any cases found of misuse will result in immediate termination. Agent agrees to exclusive use of the GDS system provided by Brightsun and will remove any other agents GDS from its offices.

Upgrading GDS : Each participating property that is included for use with the Brightsun Booking Engine is responsible for timely updating of property information within the System, including rates, accurate unit availability, and general property information. In the event of overbooking, without limitation, when a guest reserves a rental unit through the Brightsun Booking Engine and that rental unit is not available at the property, the Agent is solely responsible for satisfying the guest by finding acceptable alternative accommodations for such guest or financially compensating the potential guest.

Acceptance: Acceptance of any property for inclusion in the Booking Engine system is within Brightsun's sole discretion, and it may remove a property from the Booking Engine system at any time, with written notice (including email notification) to the Agent.

Right to Use Booking Engine Information: Agent acknowledges that Brightsun will compile certain information related to the usage of the Booking Engine. Such information may include without limitation, the volume of reservations booked on the system for a particular geographic region or type of accommodations, seasonal changes in bookings, and demographic profiles of the Booking Engines end users. Agent agrees that Brightsun is authorized to use, reproduce and generally make such information available to third parties in the aggregate, provided that the Agent's information is not individually identified or attributable to Agent.

Representations: The person entering into this agreement on behalf of the Agent represents to Brightsun that he or she has all requisite power and authority to enter into this Agreement on behalf of the Agent, that this Agreement has been duly authorised by Agent and that this Agreement will constitute legal, valid and binding obligation of Agent.

Disclaimer: Brightsun will not be responsible or liable for any inaccuracies in the data or information included in the Booking GDS, nor will it have any liability under any circumstances for damages in connection with the same, except to use commercially reasonable efforts to correct information not accessible to Agent, such as reset of passwords, or system installation. Agent is solely and exclusively responsible for the protection of any and all of its intellectual property and /or the intellectual property of any local property, including, but not limited to, the inclusion on Agent's bookings of any and all statutory or other notices customarily used or required for purposes of providing notice of ownership or protection of Agent's and/or any local properties trademarks, trade names, service marks or copyrights.

Indemnification: Agent will indemnify Brightsun, its employees, agents, and users, against, and hold Brightsun harmless, and defend or settle at Agent's expense, any claim, action or other proceeding brought against Brightsun involving any claim or action that: (i) any information, data or materials, or the use or inclusion in the Booking Engine System of any information, data, or materials provided by Agent or any local property infringes any third-party intellectual property right, is obscene, libelous, or defamatory, or otherwise results in any injury or damage to any third party; or (ii) any liability arising from any breach by Agent of any representations, warranties or obligations under this Agreement. Agent will pay, as incurred, any and all costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and costs) awarded against or incurred by Brightsun in connection with any action or proceeding attributable to any such claim.

Brightsun shall use commercially reasonable efforts to make GDS and the Service available 99.5% of the time on an annual basis, not including any temporary shutdowns due to scheduled maintenance (which will not exceed in the aggregate 10 hours per month), telecommunications or power disruptions caused by third parties, and any other causes beyond Brightsun's reasonable control. Any failure of Brightsun to satisfy the Uptime Goal shall not constitute a breach of this Agreement. The Customer further acknowledges and agrees that its sole and exclusive remedy for any failure of Brightsun to provide the services in accordance with the uptime goal is to terminate this Agreement without incurring the early termination penalty fee.

This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Unless otherwise agreed herein, neither party to this Agreement may assign, hypothecate, pledge or sublicense any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that a party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities are transferred.

With respect to translations of this Agreement into a language other than English, the English version shall govern any conflicts that may arise concerning

the interpretation of any terms or conditions of this Agreement.

This Agreement shall be interpreted in accordance with the laws of the United Kingdom and legal proceeding out of this Agreement will occur in the United Kingdom.

Credit Cards: Brightsun makes no representation or warranty concerning credit card guarantees, including, without limitation, the authority of the person to use such card or the availability of credit there under. Agents using secure user processing are solely responsible for obtaining valid credit card numbers and payments.

On behalf of the agent :

The Agent requires

_____ (number) of Galileo Terminals

_____ (number) of Worldspan Terminals

_____ (number) of Sabre Terminals

_____ (number) of Amadeus Terminals

The total monthly charge that is agreed to be paid through credit / debit card or direct debit mandate is

GBP _____ .

Agency Name: _____

I hereby agree to the above terms and conditions:

Signed : _____

Name of Signatory _____

Date : _____

Either scan and email this agreement to info@brightsun.co.uk, or fax to 08718131257.