

END USER LICENSE AGREEMENT

Please read this End User Licence Agreement (“EULA”) carefully before installing or using the Licensed Technology (defined below, including but not limited to: ATPI proprietary software or any third party online booking tools provided to You by ATPI which manage travel plans, enables making or changing travel plans and other travel related services (together the “Licensed Technology”).

ATPI Limited or one of its affiliates (“ATPI”) provide the Licensed Technology to You. “You” means in the case of a corporation (or other legal entity) the party for whom this EULA is being agreed to on behalf of an authorized person having authority to bind the party. By installing or using the Licensed Technology, You agree to be bound by this EULA. You agree that this EULA is enforceable like any written negotiated agreement signed by You. ATPI reserves the right to amend this EULA at any time without prior notice. Your continued use of the Licensed Technology following any such modification constitutes your agreement to follow and be bound by the EULA as modified. The Licensed Technology may only be used by You if You have an active traveller user profile set up within ATPI’s profile tool.

1. GRANT OF LICENSE. In addition to the terms of any travel management agreement You have with ATPI for travel services (“Agreement”) and subject to Your compliance with the terms of this EULA, ATPI grants You a non-exclusive, non-transferrable, revocable license unless otherwise agreed in writing, to use the Licensed Technology solely for the purpose of downloading installing and using the Licensed Technology for Your own internal business uses. The licence granted under this Section 1 does not grant any automatic rights to obtaining future updates, upgrades or supplements of the Licensed Technology which may be available. If updates, upgrades or supplements are provided, use is governed by this EULA and Your Agreement, subject to any amendments made by ATPI from time to time. You acknowledge that the Licensed Technology may be subject to other third party provider terms and conditions which You agree to adhere to. All rights not specifically granted herein are reserved. ATPI and its licensors reserve the right, with or without notice, to discontinue update, upgrade and supplement the Licensed Technology provided to You or made available to You at any time.

2. RESTRICTIONS ON USE. You shall not (i) reverse engineer, decompile or disassemble, modify, adapt, alter, translate or create derivative works of the Licensed Technology in whole or in part; (ii) use the Licensed Technology for commercial exploitation other than as authorised by ATPI; (iii) merge or integrate the Licensed Technology into any third party products or solutions (iv) combine or subject the Licensed Technology to the terms of any Open Source license (definition published by the Open Source Initiative from time to time as set out under the following link <http://www.opensource.org/osd.html>) which would cause the Licensed Technology to become subjected or licensed under the terms of the Open Source license; or (v) knowingly introduce any infringing, obscene, libellous or otherwise unlawful data or material into the Licensed Technology. You are prohibited from distributing the Licensed Technology in any fashion other than as permitted by this EULA or as required by law, including but

not limited to sublicensed, rent, loan or lease to any third party. In the event that the Licensed Technology is provided for internal testing and evaluation, then in no event shall You use the Licensed Technology for commercial or revenue generating purposes. You shall (i) protect the Licensed Technology from disclosure using at least the same degree of care You use to protect Your own technology source code and proprietary information; (ii) securely store all access codes/log in details; and (iii) notify ATPI in writing of any unauthorized access to the Licensed Technology or access codes of which You become aware. You authorise and agree that ATPI and its licensors may audit Your use of the Licensed Technology and compliance with the terms of this EULA subject to reasonable advance notice.

3. LICENSED TECHNOLOGY SPECIFIC TERMS. The Licensed Technology may contain links to third party website or resources and You agree that ATPI is not liable for the availability of any content, the accuracy of such content, and You assume all risks associated with the use of such resources.

Concur: The rights granted to use this Licensed Technology specifically the right of use in China and Japan. **Conferma:** The Conferma product will only be supported on the following operating systems – Windows 2000, Windows XP and Windows Vista and be supported only on the Internet Explorer 6 and above web browser. You are required to maintain Your own agreement with one of Conferma’s preferred commercial charge card providers. ATPI nor Conferma shall have any liability to You in relation to any issues arising under that separate agreement.

4. MAINTENANCE AND SUPPORT. Any updates to the Licensed Technology will be made available as and when available and nothing in this EULA automatically entitles You to such updates. This EULA together with the terms of Your Agreement will govern the updates unless accompanied by a separate license. Certain updates to the Licensed Technology may be chargeable but will be advised in advance. ATPI will provide support during normal office hours 9-5.30 in the relevant territory subject to the terms agreed in Your Agreement.

5. PRIVACY. Use personal data is subject to ATPI’s privacy policy <http://www.atpi.com/privacy-policy/>. For details as to how third party providers use Your data, ATPI would refer You to the relevant third party privacy policies. The Licensed Technology may also collect information regarding what content You send through the Licensed Technology and who You send it to (“Transmission Data”). The Licensed Technology may also use cookies or other passive tracking mechanisms and tools to collect information in order to facilitate Your use of the Licensed Technology. ATPI reserves the right, whether itself or through a third party, to collect aggregated non-personal data from all users of the Licensed Technology.

6. SUSPENSION AND TERMINATION. This EULA shall remain in force until updated or terminated. You may terminate it at any time by (i) ceasing use of the Licensed Technology or (ii) by terminating Your Agreement. ATPI and its licensors reserve the right to suspend or terminate Your access to the Licensed Technology if its deems appropriate or in its reasonable opinion, (i) You are in breach of this EULA or the Agreement, or (ii) Your use compromises the Licensed Technology or a third party’s use of the same. Upon termination, for any reason, You agree to cease to access or use the Licensed Technology and

uninstall any copies in Your possession. On termination of this EULA, You acknowledge and agree that Your rights hereunder to access and use the Licensed Technology shall immediately cease. Provisions which, by their nature, should remain in effect beyond termination of this EULA shall survive.

7. OWNERSHIP. No rights to use any ATPI' or its licensors', names, logos or trademarks are conveyed by this EULA. This EULA is not for the sale of Licensed Technology or any other intellectual property. All right, title, interest, and intellectual property rights in and to the Licensed Technology are owned by ATPI or its licensors. Title to and all intellectual property rights and ownership rights in and to the Licensed Technology shall remain with and vested in ATPI and its licensors. You further agree not to remove, obscure or change any copyright or other proprietary notices from the Licensed Technology.

8. WARRANTY. You assume responsibility for Your operation of the Licensed Technology, and for the installation (unless otherwise agreed in writing with ATPI), use, and results obtained from the Licensed Technology. You represent and warrant that You possess the legal right and ability to agree to the terms of this EULA and that all information or material that You transmit through the Licensed Technology is owned by You or You have the right to use it, is true, accurate and current, including where applicable, login credentials. You agree to indemnify and hold harmless ATPI and its licensors for all liability and damages that may be incurred in any legal action in connection with the above. YOU ACKNOWLEDGE THAT THE LICENSED TECHNOLOGY IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE LICENSED TECHNOLOGY MEET YOUR REQUIREMENTS. ATPI AND ITS LICENSORS DO NOT AND CANNOT WARRANT THAT THE LICENSED TECHNOLOGY OPERATE UNINTERRUPTED OR ERROR-FREE. ATPI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED TECHNOLOGY AND DOCUMENTATION AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE PORTIONS OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM TIME TO TIME.

9. LIMITATION OF LIABILITY. YOUR USE OF THE LICENSED TECHNOLOGY IS ENTIRELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCE WILL ATPI, ITS AGENTS, LICENSORS OR SUPPLIERS BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF, OR RELIANCE ON, THE LICENSED TECHNOLOGY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL ATPI, ITS LICENSORS, SUPPLIERS OR DEALERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED

TECHNOLOGY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ATPI'S AGGREGATE LIABILITY FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING IN EITHER CASE NEGLIGENCE), MISREPRESENTATION (OTHER THAN FRAUDULENT MISREPRESENTATION), BREACH OF STATUTORY DUTY OR OTHERWISE PURSUES EULA SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED POUNDS STERLING (£100). NOTHING IN THIS EULA SHALL BE TAKEN AS EXCLUDING OR ATTEMPTING TO EXCLUDE OR LIMIT LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

10. INDEMNIFICATION. You shall indemnify ATPI for any loss suffered by ATPI (including reasonable legal fees and costs) by reason of any use by You, Your employees, agents or customers, whether arising directly or indirectly, of the Licensed Technology other than in accordance with the terms of this EULA. You shall further indemnify and hold ATPI harmless against any loss or damage which it may suffer or incur as a result of Your breach of any third-party additional terms howsoever arising.

11. EUROPEAN COMMUNITY PROVISIONS. If You obtained this Licensed Technology within a country of the European Community, nothing in this EULA shall be construed as restricting any rights available under the European Community Software Directive (91/250/EEC). You agree to comply with all applicable export laws and regulations to ensure that the Licensed Technology are exported or re-exported directly or indirectly in contravention of such laws and regulations.

12. ANTI-BRIBERY: Anti-Bribery Laws means any anti-corruption, anti-bribery or anti-kickback laws or regulations of the laws in the country where the Goods and/or Equipment are being provided (the "Country Laws"), the Bribery Act and/or the FCPA; Associated Person means in relation to any entity, a person who (by reference to all the relevant circumstances) provides the Licensed Technology for or on that entity's behalf in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors; Bribery Act means the UK Bribery Act 2010 (as amended from time to time); and FCPA means the US Foreign Corrupt Practices Act 1977 (as amended from time to time). You shall not, and shall procure that its Associated Persons do not, in connection with the performance of its obligations under this EULA, engage in any activity which (i) constitutes an offence under Country Laws; (ii) would constitute an offence under the FCPA if it were carried out in the US; or (iii) would constitute an offence under the Bribery Act if it were carried out in the UK. Breach of this Section shall constitute a breach not capable of remedy and, without prejudice to any other remedy, entitle ATPI to terminate the Contract immediately. You shall indemnify ATPI against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against ATPI as a result of any breach of this Section.

13. MISCELLANEOUS.

Entire Agreement: This EULA contains the entire EULA between You and ATPI related to the Licensed Technology and supersedes all prior agreements and understandings, whether oral or written.

Notices: Any notices sent to ATPI under this EULA shall be sent to the attention of the Legal Department at Legal@ATPI.com.

Survival: Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this EULA.

Waiver: No waiver by ATPI of any of the provisions of this EULA is effective unless explicitly set forth in writing and signed by ATPI. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this EULA operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Force Majeure: Neither party shall have any liability for a failure to meet its obligations to the extent that this failure is directly or indirectly due to riot, terrorism, government act or regulation, fire, flood, explosion, machine breakdowns, materials shortages, transportation or working difficulties, accident, or any other event beyond the reasonable control of the affected party and the period of time to fulfil any obligations (save for obligations to make payment) shall be correspondingly extended.

Assignment: You shall not assign, transfer, delegate or subcontract any of its rights or obligations under this EULA without the prior written consent of ATPI. Any purported assignment or delegation in violation of this Section shall be null and void. ATPI may at any time assign or transfer any or all of its rights or obligations under this EULA without Your prior written consent to any affiliate or to any person acquiring all or substantially all of ATPI's assets. This EULA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this EULA.

Third Party Rights: Save for the third party providers of the Licensed Technology, this EULA does not and is not intended to give rights, or any rights to enforce any of its provisions, to anyone who is not a party to it. The relationship between the parties is that of independent contractors.

Entire Agreement: The EULA constitutes the entire agreement between You and ATPI with respect to the subject matter hereof and supersedes all other communications, written or oral, with regards to the Licensed Technology.

15. GOVERNING LAW. This EULA and any dispute arising under or in connection with it is governed by the laws of England and Wales. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.