

Software Maintenance Conditions.

1 Definitions:

Licensor:

Planet Winner BVBA, Bossuytlaan 49, 8310 Brugge, Belgium. Hereafter referred to as “**PLANET WINNER**”

Licensee:

The Company as described in the purchase order(s). Hereafter referred to as “**LICENSEE**”.

2 Start

- 2.1 The date of first operational use of the software ("Live date") is regarded as the start date of the software maintenance agreement.

3 Object.

- 3.1 PLANET WINNER provides software support to the LICENSEE, for the wInner software as detailed in the purchase order(s), and according to the conditions described below.
- 3.2 Following services are excluded from this agreement:
- 3.2.1 Services for installation or re-installation of the Winner software, migration and/or move of the Winner software and/or data to new hardware and / or repaired hardware, different hardware or other platform.
- 3.2.2 Service, support, or assistance related to hardware, network, operating system software (Windows), other software or applications (eg Microsoft office).

4 Support fee.

- 4.1 For the support services as described in this agreement, a monthly support fee, as specified in the purchase order(s) will be charged to LICENSEE.
- 4.2 The support fee is calculated for a period of 6 months and is invoiced and payable in advance of the support period to which it applies. LICENSEE is entitled to support services only if the invoices have been paid in full.
- 4.3 The support fee is adjusted (indexed) annually according to the index of "Industrial Producer Prices" published by the European Central Bank (ECB).
- 4.4 For the Winner Internet Software Products that belong to the category of Winner Webhotel (Booking Engine, Channel Manager etc.) that are obtained on a rental basis, the support fee is included in the rental fee of such products.

5 Conditions.

The support is provided at the following conditions:

- 5.1 The LICENSEE is obliged to conclude a support agreement upon purchase of the Winner software and related modules. This agreement gives LICENSEE the right to a number of services, and this during the hours and periods as specified in the purchase order(s).
- 5.2 Support services that are requested outside the hours and periods specified in the purchase order(s) will be invoiced at the hourly rate with a minimum of ½ hour.
- 5.3 Support services outside of the office hours, (Office Hours = 9AM to 5PM weekdays only), are meant to keep the LICENSEE operational in its normal daily activities using the Winner software.
- 5.4 Minor problems, and or problems of an operational nature that do not block the user to carry out functions such as the daily closing or invoice production for guests can be diverted to the next business day. In case the LICENSEE insists to have such problems solved immediately during the out of office hour period, PLANET WINNER will invoice LICENSEE separately at the hourly rate.

The time calculated is the total time required to resolve the problem. This also means the required time to analyse data or reports in our offices, or the time required to connect to the system, or download files etc. The calculation is done in periods of 30 minutes and each period started is invoiced in full (e.g.: an intervention of 45 minutes is calculated at 2 periods of 30 minutes each).

6 Services.

Following services are included in this agreement:

- 6.1 Support via Telephone during office hours (Monday – Friday 09:00h – 17:00h). The support via telephone includes the assistance from PLANET WINNER to resolve problems that may occur with the Winner programs detailed in the purchase order(s).
- 6.2 Support via Telephone outside of office hours, and during the contracted periods as specified in the purchase order(s), only for urgent problems that find their cause in the Winner software (listed in the purchase order(s)), and that prohibit LICENSEE to use the Winner software. Problems that do not fall in this category, for which PLANET WINNER is requested to provide assistance, will be invoiced at the hourly rates.
- 6.3 It is the LICENSEE's responsibility to report problems to PLANET WINNER by telephone using the helpdesk telephone number, or via e-mail, using the helpdesk email address. This telephone number and email address are communicated to LICENSEE at the time of installation of the system.
- 6.4 Remote Support where PLANET WINNER takes control of one or more PC's via the Internet using tools such as LogMeIn and this during office hours (Monday – Friday 09:00h – 17:00h).
- 6.5 The LICENSEE needs to ensure that the infrastructure exists, and functions properly, at the hotel to enable remote support. Remote support is done using the internet. LICENSEE is responsible to provide an Internet connection on-site.
- 6.6 Remote support will be used when judged necessary by PLANET WINNER and in case the possibility to connect via the Internet exists. Outside of the office hours, (Office Hours = 9AM to 5PM weekdays only), PLANET WINNER has the right to resolve problems via the telephone.
- 6.7 The right to new versions, and corrections of faults in the software:
 - 6.7.1 Reported faults in the software will be resolved in a reasonable timeframe – the time required for PLANET WINNER to perform a detailed analysis of the fault, and to implement the necessary correction – and only in case the LICENSEE provides the necessary documentation (reports, screenshots etc.) and written explanation of the fault to PLANET WINNER.
 - 6.7.2 Corrections will only be implemented in case the LICENSEE has the latest version of the Winner software installed, observing a period of three months from the release-date of this latest version. PLANET WINNER has the right to correct faults by implementing the latest version of the software in case these contain fixes to the reported faults.
 - 6.7.3 New versions of the software are always delivered with clear instructions for installation and implementation. When Licensee requests PLANET WINNER to implement and install the new versions, the time spent on installation, additional organization, training, travel and transportation cost will be charged to the LICENSEE according to the prices that are valid at the moment of the upgrade request. Costs for accommodation, cost for meals, communication and other reasonable expenses (in relation to the intervention) are always at the expense of Licensee.
- 6.8 In case it is necessary for PLANET WINNER to visit the customer's site in order to resolve a problem, the time spent on installation, additional organization, training, travel and transportation cost will be charged to the LICENSEE according to the prices listed in appendix A. Costs for accommodation, cost for meals, communication and other reasonable expenses (in relation to the intervention) are always at the expense of Licensee.

7 Duration and termination.

- 7.1 This agreement will automatically start on the date of first use of the software ("Live date").
- 7.2 This agreement is concluded for a period of one year, and at the end of each year it will be tacitly renewed for one year.
- 7.3 This agreement can be revoked only by means of a registered letter, honoring a notice period of 3 months before the end of each anniversary, but never in the first year following the start of this contract. By revoking this agreement the right to use the software and the user-license will cease to exist. In such case PLANET WINNER has the right to de-activate the software.

8 General Conditions.

- 8.1 Training, organization, consultancy, on-site support, changing the programs, implementing requests, changing the system set-up or parameters, changing reports, transportation costs, accommodation costs, cost for meals etc. are explicitly excluded from this agreement, and will be only executed after

- receipt of a written purchase order to PLANET WINNER, and invoiced at the fees in force at the moment of delivery.
- 8.2 In case of expansion of the system, by adding terminals, licenses and or software modules the support fees will be adjusted according to the new purchase order(s).
 - 8.3 In case of change in the number of rooms and / or meeting rooms, the premium service will be adjusted following the new situation.
 - 8.4 The LICENSEE is entitled to support from the date of installation of the software, and after the full payment of the software license fees, and support fees.
 - 8.5 In case of non-payment of the PLANET WINNER support fees, or any other invoice from PLANET WINNER to LICENSEE, PLANET WINNER has the right to cease its support services without any further formalities. The support services will be restarted after payment of the outstanding support fees or other unpaid invoices. In case payment fails for a period longer than 3 months after invoice date, Planet Winner has the right to de-activate the software.
 - 8.6 PLANET WINNER cannot be held liable for direct and / or indirect damage that results from a software deficiency, even in case PLANET WINNER has been notified of the possibility of such damage.
 - 8.7 In case of dispute, the Belgian courts located in the province of PLANET WINNER's headquarters, will be qualified.
 - 8.8 This contract is governed under the Belgian law.

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