



License for travel agencies

Please print the order form, fill out and send by fax at **0049 (0)6024 / 6718-182**

Travel agency/Customer	
represented by	URL
Street	Town/City
Telephone	Telefax
E-Mail for booking requests	E-Mail for confidential information
Tax number	Cooperation membership

and the

Holiday Promotion Touristikberatung GmbH

Represented by the managing director, Hauptstraße 101a, D-63829 Krombach,
hereinafter named „licensor“

close the following

License contract

1. Object of the contract

The customer receives via the Internet address <http://www.cruiseportal.de/modul/start.php?ref=CruiseportalBenutzername> – password protected access to the server with the Internet database Cruiseportal Premium (Internet version), which is offered by the licensor. The customer receives the possibility of the Internet presentation of the data in the context of his website. This license applies to one domain of the customer. Thus the Cruiseportal Premium database will be integrated dynamically into the customer's Internet offer. The form and content of the licensed end product are determined by the licensor. The design of the presentation itself is carried out by the customer, whereby the specifications of the licensor must be considered. The customer can access the licensed database via an individual link placed on his website and thus give the users of his Internet site the opportunity to make searches and queries as well as to evaluate them for commercial purposes.

2. Transfer of rights

2.1. The licensor grants the customer the non-exclusive right to make the data, retrieved from the Cruiseportal Premium database, available to users of its website for viewing and research purposes. This includes the non-exclusive right to distribute the data on the internet, to publish and make it available for retrieval.

2.2. The download of the presented data and the storage on a data medium as well as the further duplication is not permitted, as well as any conceivable further use beyond the legally provided exceptions. Any other form of transfer, any use other than the contractually agreed use, as well as any other provision or use of the data, is expressly prohibited. Systematically analyzing of the data, e.g. the so-called key wording, is excluded without written permission of the licensor. The use of the data of the licensor is only permitted in connection with an offer of a cruise line. The granting of sublicenses is forbidden. If necessary, the customer receives a user ID and password after conclusion of the contract; these may not be passed on. The general terms and conditions of Holiday Promotion Touristikberatung GmbH apply. They are available at www.cruiseportal.de. Conflicting terms and conditions of the customer are not part of the contract. This license does not apply to partner and affiliate programs. This contract is only valid for one domain respectively one travel agency. Any further use requires separate licensing.

3. Scope of services

License package	Server requests per month	Net price in €	number
Cruiseportal Premium (Standalone, Internet version) for one domain	up to 4.000	20,-	
	up to 10.000	40,-	
	up to 30.000	60,-	
	up to 60.000	110,-	
	up to 125.000	220,-	
	up to 250.000	460,-	
	up to 500.000	770,-	
	up to 750.000	1.100,-	
	up to 1.000.000	1.400,-	
	up to 1.500.000	2.000,-	

4. Method of payment

The customer pays the licensor a monthly license fee of € 20, -. This fee includes 4,000 server requests (page views + Ajax requests). This basic fee is always due 6 months in advance for payment. To all prices the respective applicable value added tax is to be added.

The server requests are determined by the licensor. If the monthly server requests cause higher license fees, the licensor will issue an invoice until the 15th of the month following the billing month. The customer authorizes the licensor to direct debit the license fees from his account on the due date.

Account owner

IBAN

BIC-Code

Credit Institute

5. Term/Termination

The minimum term of this contract is 6 months. Thereafter, it can be terminated with a notice of 4 weeks before the end of the quarter. Termination must be in writing.

City, Date

Holiday Promotion GmbH

City, Date

Customer