

EEM CONNECTIVITY AGREEMENT
via VENERE CONNECT

Venere Net s.p.a., Venere UK Limited and Venere France SARL (collectively “**EEM Group Companies**”) provide a direct connectivity service to enable hotels to transmit and/or retrieve information and data including room rates and availability, booking rules and booking information relating to reservations made through the EEM on-line hotel reservation system (“**EEM System**”) (collectively “**Room Information**”) using two-way electronic connectivity between a hotel’s own reservation system and the EEM System (“**Connection**”).

By registering for access to the Connection, you agree to be bound by the following terms and conditions:

1. COMMENCEMENT AND TERMINATION: This Agreement shall start upon acceptance by any EEM Group Company (at its discretion) of your request and shall automatically terminate upon termination of any agreement between you and any EEM Group Company relating to your registration with the EEM System. The Agreement shall supersede all prior agreements, written or oral, related to direct connectivity service between your reservation system and the EEM System.

2. PROPERTIES AND ROOM INFORMATION: Nothing in this Agreement will obligate any EEM Group Company to accept, market or otherwise use any Room Information on or through the EEM System or otherwise.

3. INTELLECTUAL PROPERTY: EEM Group Companies are the owners of the EEM System, anything and everything on their side of the point of entry to the EEM System, any confidential, proprietary or trade secret information (“**Confidential Information**”) of EEM Group Companies, and all related intellectual property (collectively, “**EEM Intellectual Property**”), and you are the owner of the Confidential Information disclosed by you and, subject to the rights of third parties (including EEM Group Companies and their affiliates), everything that is hosted on your systems (collectively, “**Property Intellectual Property**”). You hereby grant to EEM Group Companies a non exclusive, worldwide, perpetual licence to use and exploit the Property Intellectual Property. You can use the EEM Intellectual property on the terms and conditions stated under this Agreement and solely for the purpose of using the EEM System and the Connection. Except as expressly permitted in this Agreement, you agree that you have no rights whatsoever with respect to the EEM Intellectual Property and the parties reserve all rights therein not expressly granted in this Agreement. You agree not to (a) use the EEM Intellectual Property in a manner not authorized by this Agreement, (b) encumber the EEM Intellectual Property in any way, or (c) damage, misuse, disassemble, reverse engineer or otherwise modify, tamper with, or attempt to decrypt the EEM Intellectual Property. You will not attempt to patent an invention, register copyright work or obtain any other intellectual property right, if such intellectual property is part of the EEM Intellectual Property. You will reimburse EEM Group Companies for all costs and expenses of any legal proceeding instigated in connection with any such attempt.

4. USE OF THE EEM SYSTEM AND OF THE CONNECTION: EEM Group Companies provide you with a direct connectivity service to enable you to transmit and/or retrieve information, including the Room Information through the EEM System and the Connection. EEM Group Companies may change, suspend or discontinue all or any aspect of the EEM System and/or the Connection, including their availability, at any time, and may suspend or terminate your use of the EEM System and/or the Connection at any time. In addition, EEM Group Companies may terminate the EEM System and/or the Connection at any time, for any reason, or for no reason including, but not limited to, if you engage in any action that reflects poorly on any EEM Group Company or otherwise disparages or devalues any EEM Group Company’s reputation or goodwill. Upon termination of this Agreement, you will immediately cease to use all EEM Intellectual Property, immediately return to EEM Group Companies all EEM Intellectual Property in your custody or control, and immediately return or destroy and confirm in writing the return or destruction of all originals, copies, reproductions, translations, compilations, notes and written summaries of the Confidential Information of any EEM Group Companies, at the option of EEM Group Companies.

5. NO WARRANTIES: EEM Group Companies make no warranties or representations regarding the EEM System, Connection or EEM Group Companies’ ability to obtain reservations for any portion of your rooms or inventory. EEM Group Companies make no warranty that (i) the EEM System and the Connection will meet your requirements; (ii) the EEM System and the Connection will be uninterrupted, timely, secure or error-free; (iii) the results obtained from use of the EEM System and the Connection will be accurate or reliable; or (iv) any errors will be corrected. You acknowledge all EEM Intellectual Property made available under this Agreement is furnished “as is,” with all faults and without warranty or condition of any kind, express, implied, statutory or otherwise, including any warranty or condition of merchantability or fitness for particular purpose, title, non-infringement, and any implied warranties and conditions arising from a course of dealing, usage of trade, or course of performance. In no event will EEM Group Companies or affiliate be liable to you or any person for any indirect, incidental, special or consequential damages arising out of or in any way connected with this Agreement or with the delay or inability to use the EEM System, Connection, any EEM Intellectual Property, or for any information, product or service obtained through EEM Group Companies, an affiliate, the EEM System, the Connection, the EEM Intellectual Property or otherwise arising out of the use of any of these, whether based on contract, tort, strict liability or otherwise, even if EEM Group Companies or any affiliate has been advised of the possibility of damages.

6. GOVERNING LAW. This Agreement is governed by the laws of Italy, excluding its conflict of laws principles, and any dispute arising under it will be subject to the exclusive jurisdiction of the Italian competent courts.

SIGNED:

Property:

Address:

Signature: _____

Printed Name:

Title:

Date:

AFTER SIGNING, PLEASE RETURN BY FAX BACK TO +1 (425) 329-3648, or by email to yhelp@expedia.com

The following sections must be completed () Indicates Mandatory fields and returned with the signed EEM Connectivity Agreement:

A) Connection information Please note that we will use these contact details to send by email VENERE CONNECT related information; mapping information, warning messages for error etc.

VENERE CONNECT contact details at Hotel: _____

Name: _____

Position: _____

Email: _____

Phone: _____

B) VENERE CONNECT Interface Provider Information: (Please fill in with the details of the Vendor who is providing the interface)

	Availability & Rates Identify the Vendor/System you will use to Notify EEM of changes related to: • room availabilities; room rates; room booking rules (check-in/check-out);	Booking Identify the Vendor/System you will use to Retrieve detailed information about: • reservations made on Venere website; • current room availabilities; • current room rates; • current room booking rules (check-in/check-out);
Company:	Seekom Limited	Seekom Limited
Contact Name:	Nicky Casey	Nicky Casey
Position:	Director - Operations	Director - Operations
e-mail:	support@seekom.com	support@seekom.com
Phone:	+ 64 4 974 8008	+ 64 4 974 8008
Product Name:	Seekom iBex	Seekom iBex
Product Version:		

C) Hotel Systems Information: (Please fill in the systems currently used by the properties)

	Name
Property Management System (PMS):	
Central Reservation System (CRS):	
Channel Manager:	Seekom iBex