Customer Service Agreement

Terms & Conditions to the use of the C Teleport booking Platform

Clause 1   Definitions and Interpretation

1.1   In this Agreement, the following terms shall have the following meaning:

Account:	The web based, password protected Customer account through which the Super User or Administrator can authorize Users and assign and manage User authorizations.
Administrator:	The natural person who is entering this agreement on behalf of the company he or she is representing. The Administrator must have a senior role within the Customer organization. The Administrator, and the super users appointed by Administrator, are the sole persons with the authority to issue accounts to Users to access the Platform.
Affiliate:	Any individual, company, partnership, firm, association, trust, estate, corporation or any other legal or business entity controlling, controlled by, or under common control of, either Party. "Control" for purpose of this definition mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, but only during the period of such ownership or control.
Agreement:	This Customer Service Agreement between C Teleport and Customer regarding the access to and use of the Platform by Customer, Booking Requests made by Customer, Customer's purchase of Tickets, Ancillaries and other Flight Provider products and services and the provision of supportive services by C Teleport.
Ancillaries:	Ancillary services that may be purchased by Customer via the Platform, such as, but not limited to, preferred seat reservations and meal plans.
Booking:	The confirmation of a Booking Request by C Teleport.
Booking Request:	An order request made by a User for purchasing a Ticket and/or Ancillaries via the Platform.
Customer:	The company, partnership, firm, association, trust, estate, corporation or any other legal or business entity that is represented by the Administrator, and to which C Teleport will issue the invoices.
Effective date:	The date Customer enters into this Agreement.
Flights:	Airline flights.
Flight Fares:	The fares as communicated on the Platform, which may change from time to time, for Flights and Ancillaries, including any applicable Flight taxes, levies, surcharges and fees.
Flight Information:	Information regarding Flights and Ancillaries, as provided by the Flight Providers, such as which airline(s), arrival and departure dates, times and airport(s) and change and cancellation rules. The Provider Terms are applicable to Flight Information.
Flight Provider:	An airline or third-party service provider from whom C Teleport purchases Tickets and who provides the Flights and Ancillaries to Customer.
Invoiced Entity:	The company, partnership, firm, association, trust, estate, corporation or any other legal or business entity that C Teleport will issue the invoices to.
Party/Parties:	Where applicable, C Teleport and/or Customer.
Platform:	The marine flight booking platform service offered by C Teleport on which Users can search, select, view and compare Flights and Ancillaries, make Booking Requests and change and cancel Tickets, including any additional services provided by C Teleport. The Platform can be accessed via a browser or a mobile application. The definition of

	Platform includes all information, materials, content, data, applications, software and updates made available by C Teleport as part of the Platform.
Provider Terms:	Any (general) terms and conditions of the Flight Provider(s) relating to (i) the ordering, provision, issuing and/or use of Tickets and/or the provision of Flights and/or Ancillaries by Flight Providers or third parties, such as cancellation rules and/or (ii) Flight Information.
Super User:	The natural person appointed by the Administrator, who is able to appoint or create Users groups and who is able to maintain Customer's Account. The Super User and the Administrator are the sole persons with the authority to issue accounts to Users to access the Platform.
Ticket:	An airline ticket or booking- or reservation number for a Flight.
Traveler:	The natural person for whom the User makes a Booking Request.
User:	A natural person who has been granted access to the Platform by or on behalf of the Administrator, the Super User and/or the Customer, whether employed by or working for Customer, an Affiliate of Customer, an Invoiced Entity or any third party. The term User includes the Administrator and Super User.

Clause 2   Applicability and Amendment

2.1   This Agreement is only applicable to the Customer and entered into on behalf of this Customer only.

2.2   Customer warrants that all Users will comply in full with this Agreement.

2.3   C Teleport is entitled to amend this Agreement at any time by communicating the amended Agreement by email to Customer. C Teleport will also bring the amendments to Customer's attention during its use of the Platform in the event that an amendment will significantly affect its rights or obligations.

2.4   In any circumstance, Customer may immediately stop using the Platform and, after payment of the outstanding invoices, terminate the agreement. In the event Customer continues to use the Platform after the Agreement has been amended, Customer thereby irrevocably accepts the amended Agreement.

Clause 3   Scope of the Agreement

3.1   C Teleport acts as a reseller for Flight Provider products and/or services such as Tickets and Ancillaries.

3.2   For any products and/or services, including Tickets and Ancillaries, that are purchased using Customer's Account or the login details of a User, Customer shall be (deemed) the buyer of those products and/or services and shall be (deemed) the contractual counterpart of C Teleport.

3.3   Provider Terms may apply to services provided by Flight Providers, such as Tickets, Flights and Ancillaries. Customer hereby acknowledges and agrees that (it shall ensure that) it, and all Users shall be bound by such Provider Terms, and that C Teleport has no influence on the content of Provider Terms.

3.4   C Teleport has no control over the quality, safety, lawfulness or correctness of the Flight Providers' products and services that are offered, the Flight Providers' authority to offer Flights, Tickets and Ancillaries or the Flight Information. C Teleport cannot be held liable for any inaccuracies in the provision of these products and services.

Clause 4   Access to and Use of the Platform

4.1   Customer shall submit information to C Teleport with regard to its identity such as name, place of business, chamber of commerce registration number and local tax number. Customer warrants that the information is and shall remain true, accurate, complete and up-to-date.

4.2   All use of the Platform via Customer's Account, via Users' login details, is for the risk, account and responsibility of Customer.

4.3   The Administrator may appoint one or more Super Users. The Administrator or the Super User may appoint Users. Super Users, Administrator and Users may be granted different levels of authorizations, as may be further described on the Platform.

4.4   The Super User, Administrator and the Users are required to provide a valid email address and any other information reasonably requested by C Teleport. The Super User, Administrator and the Users will be

provided with an associated password. Customer shall keep all Customer-related passwords strictly private at all times and shall maintain that all Users are bound by such secrecy. Customer is responsible and liable for any and all, whether authorized or unauthorized, use of the Platform through Customer's Account.

4.5 Any access to the Platform via automated means is strictly prohibited except insofar as the Platform includes features that are designed for such use.

4.6 It is strictly forbidden to use or attempt to use the Platform for any unlawful purposes, or purposes that are in conflict with C Teleport's interests.

4.7 C Teleport may revoke or suspend Customer's (and any User's) access to the Platform and may restrict login and change login procedures, passwords and/or usernames, at any time, at C Teleport's sole discretion, for instance if it is obligated to do so by law or instructed by a government authority or court, if Customer, a User or an Invoiced Entity violates any term of this Agreement, provides inaccurate, outdated or misleading information or engages in fraudulent activity. C Teleport shall strive to provide prior written notice of at least two weeks if circumstances allow.

Clause 5   Bookings with Flight Providers

5.1 When submitting a Booking Request, the User shall provide all information required to do so on the Platform. Dependent on the applicable Provider Terms, it may not be possible to correct errors or change information after the Booking is completed or an additional charge may be levied by the Flight Provider, which will be paid by the Invoiced Entity or Customer.

5.2 Each Booking Request constitutes an offer by Customer to purchase Tickets. Any Booking Request shall be deemed accepted by C Teleport after confirmation of the Booking via the Platform. C Teleport shall be under no obligation to accept any Booking Request.

5.3 Customer acknowledges that the contract of carriage shall be between Customer and/or the Traveler and the applicable Flight Provider, and will be subject to the applicable Provider Terms. If the itinerary consists of different routings, more than one set of Provider Terms may apply. C Teleport shall not be a party to any such contract nor have any liability under any such contract and in particular.

5.4 C Teleport will and may assume that any User who issues a Booking Request is authorized to do so and C Teleport shall not be required to confirm the authority of any User before accepting their request.

5.5 The services (to be) provided by C Teleport under the Agreement, and the Flight Provider's products and services, are subject to, and restricted by, Provider Terms and fair use rules and policies of both C Teleport and the Flight Providers. Breach of the Agreement, the Provider Terms and/or a fair use rule or policy may lead to a penalty. Examples of fair use rules and policies are, without limitation, (i) it is not allowed to book multiple seats with the sole purpose of blocking available seats and (ii) it is not allowed to duplicate bookings with one or multiple travel agencies.

5.6 In the event a penalty is imposed by Flight Provider on C Teleport as a result of a breach of the Provider Terms and/or any fair use rules or policies, Customer will, to the choice of C Teleport, (i) pay this penalty directly to the Flight Provider or (ii) reimburse C Teleport the amount of the penalty, including all associated or resulting costs, charges and/or damages, whether direct or indirect.

5.7 Booking Requests are confirmed online via the Platform. A confirmed Booking Request (a Booking) results in the issuing of a Ticket. Travelers are advised to bring a printout or electronic Ticket to the airport.

5.8 C Teleport reserves the right to cancel Bookings and/or Tickets if these are deemed to be fraudulent or in breach of the Agreement, such to the sole discretion of C Teleport. C Teleport strives to inform customers as soon as feasible of such cancelled Bookings.

5.9 Customer is responsible for any and all (legal) notices required to be made to Flight Providers and/or Travelers. Customer shall send C Teleport simultaneous copies of all notifications.

5.10 The Invoiced Entities designated by Customer shall be added to the Invoiced Entities list, as instructed in Customer's Account. In the event that the Invoiced Entity has a User account, this User will be asked to agree to comply with this Agreement on behalf of the Invoiced Entity and to guarantee that it is competent

to make legally binding agreements on behalf of it. Customer ensures that the Invoiced Entity is familiar with and agrees to the foregoing. C Teleport

Clause 6   Cancellations and Changes

6.1   The possibility and terms under which Customer may cancel or change (completed) Bookings of Tickets depends upon the applicable Provider Terms, which shall be provided by C Teleport via the Platform.

6.2   If Customer wishes to cancel or change a Booking or a Ticket it shall do so using the Platform. In case Customer is unable to do so using the Platform, it shall notify C Teleport as soon as possible. Customer accepts and agrees that the applicable Provider Terms regarding cancellation, changes and no-shows may impose penalties, the payment of fees, and/or for example, may include notification deadlines.

6.3   C Teleport strives to communicate cancellations or changes by the Flight Provider to the User as fast as can be deemed reasonable. Customer acknowledges that C Teleport has no control over the events that may give rise to cancellations or changes or over the communications by the Flight Providers.

6.4   Customer is and shall remain fully responsible and liable for payment of any cancellation/change penalties, fees, charges and any associated or resulting costs as displayed on the Platform or as communicated by C Teleport to the Customer in direct communication.

Clause 7   Fees, Invoicing and Payment

7.1   Flight Fares are determined by and to the sole discretion of C Teleport. Flight Fares are shown on the Platform.

7.2   All services and bookings made shall be paid by the Customer by credit card. The credit card type as well as the credit card charge are stated on the Platform and on each individual invoice.

7.3   C Teleport will charge Customer's credit card for the Flight Fares at the end of the day the ticket is issued and will send the invoice for said charge the same day.

7.4   If (part of) the invoiced Flight Fare is refundable, this amount will be credited to Customer's account after the receipt of said refund by C Teleport and credited on the following invoice.

7.5   Customer's credit card will be charged in the currency specified on the invoice.

7.6   Customer shall notify C Teleport within ten working days of receipt if Customer disputes the amount of any invoice. If Customer disputes any invoice or amounts charged, such does not relieve Customer of the obligation to pay amounts related to other Flights Fares.

7.7   In the event that payment of any Flight Fares or costs (including any penalties by the Flight Providers) cannot be charged to Customer's credit card, C Teleport has the right to send Customer an invoice for this charge, setting a reasonable term for payment, which term is (also) considered to be a fatal term. Parties agree that seven days is a reasonable term for payment. In the event payment has not been made within this reasonable term, C Teleport reserves the right to immediately revoke, suspend or limit Customer's access to the Platform and cancel any Bookings made, in which case Customer is liable for any resulting penalties, damages and/or costs.

7.8   An issued ticket shall be considered proof of delivery for invoicing purposes.

Clause 8   Taxes

8.1   All payments shall be deemed made without deduction or withholding of any taxes or banking fees. If Customer is required to deduct or withhold any taxes or fees from such payments, then the sum payable shall be increased as necessary so that C Teleport receives the amount stated on the invoice.

8.2   Unless stated otherwise, the Flight Fares displayed on the Platform are inclusive of VAT, sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies.

Clause 9   IP-Rights

9.1   C Teleport and/or its licensors own all right, title and interest in and to the Platform and all of its parts, including any software, API's, databases, designs, texts and images, and all IP-Rights therein. Subject to the limited rights expressly granted hereunder, C Teleport reserves all rights, title and interest in and to the

Platform including all related IP-Rights. No IP-Rights are granted to Customer hereunder other than as expressly set forth herein.

9.2 C Teleport hereby grants Customer a non-exclusive and non-transferrable right to use the Platform, including any API's, solely during the term, and subject to the terms and conditions of this Agreement. Customer shall not (i) modify or copy the Platform or create any derivative works based on the Platform; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise make the Platform available to any third party, other than as permitted herein; (iii) reverse engineer or decompile any portion of the Platform, including but not limited to, any software utilized by C Teleport in the provision of the Platform, except to the extent permitted by law; (iv) access the Platform in order to build a commercial product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Platform.

9.3 C Teleport shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Platform any suggestions, enhancement requests, recommendations or other feedback provided by Customer or Users relating to the operation or functionality of the Platform, but shall have no obligation to do so.

9.4 C Teleport owns all right, title and interest in and to the aggregated and statistical data derived from the operation of the Platform, including any IP-Rights. C Teleport may use this data C Teleport for any purpose, C Teleport but will not reveal, directly or indirectly any Confidential Information.

Clause 10   Privacy and data protection

10.1 Each Party ensures that it shall comply with all applicable laws and regulations relating to the processing of personal data, including the General Data Protection Regulation and Parties shall, where necessary, amongst other things, conclude a separate data processing agreement whereby C Teleport shall be considered the processor and Customer the controller.

Clause 11   Confidentiality

11.1 For the purposes of this Agreement, Confidential Information shall mean any information, technical data, or know-how reasonably to be considered proprietary or confidential including either Party's processes, designs, concepts, marketing, techniques, documentation, personally identifiable information, pricing information, business and marketing plans or strategies, financial information, and business opportunities disclosed by either Party before or after the term of the Agreement, either directly or indirectly in any form whatsoever, including in writing, orally or in machine readable form.

11.2 A Party shall not disclose any Confidential Information of the other Party to any third party except to those of its Affiliates, officers, directors, agents, employees, contractors, consultants, Invoiced Entities and financial and legal advisors, solely to the extent necessary and on the basis of a need to know such Confidential Information as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement or with the other Party's prior written permission. More specifically, Customer shall not disclose any information regarding booking classes, Flight Fares and other prices to any third party reasonably to be considered a competitor of C Teleport.

11.3 Each Party agrees to protect the Confidential Information of the other Party in the at least the same manner that it protects its own Confidential Information, but in no event using less than a reasonable standard of care.

11.4 A disclosure by one Party of Confidential Information of the other Party to the extent required by law shall not be considered a breach of this Agreement, provided that the Party so compelled promptly provides the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

11.5 The Parties acknowledge and agree that due to the unique nature of each Party's Confidential Information, damages alone would not be an adequate remedy for breach of any disclosure or use (or threatened disclosure or use) of a Party's Confidential Information. Accordingly, without prejudice to any other rights and remedies it may have, either Party shall be entitled to seek equitable relief in any

competent court or jurisdiction (including without limitation injunctive relief) concerning any threatened or actual disclosure or use of that Party's Confidential Information in breach of this Agreement.

11.6 Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other Party; (ii) was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; (iii) was independently developed by a Party without breach of any obligation owed to the other Party; or (iv) is received from a third Party without breach of any obligation owed to the other Party.

Clause 12   Term and Termination

12.1 This Agreement is entered into as of the Effective Date stated on the signature page and will remain in full force and effect for an indefinite period.

12.2 Each of the Parties may terminate the Agreement at any time without cause by giving written notice to the other Party. The Agreement will then automatically end upon Customer paying all outstanding amounts (considering that Invoiced Entities may first be allowed to pay invoices in accordance with Clause 7.7), which payments shall become immediately due upon receipt of the notice of termination.

12.3 Either Party may terminate the Agreement by rescission ("*ontbinding*") immediately, without any written notice of default or judicial intervention being required, and without the rescinding Party being liable to the other Party for any damages or compensation, if the other Party applies for a suspension of payments or is declared bankrupt, or a request for bankruptcy has been made, if the licenses to the other Party that are necessary for the performance of the Agreement are terminated or revoked or if a significant part of the capital or the business assets of the other Party are seized or attached. All outstanding amounts shall then become immediately due.

12.4 In no event shall Customer have the right to partially terminate the Agreement. Customer has no right, under this Agreement or otherwise, to suspend payments to C Teleport or to offset any outstanding payments with amounts due to C Teleport by Customer or an Invoiced Entity.

12.5 Sections of this Agreement that, by their terms, require performance or establish rights after termination or expiration of the Agreement, will survive such termination or expiration, specifically, but not limited to Clause 10 and Clause 11 of this Agreement.

Clause 13   Warranties and Indemnifications

13.1 Each Party warrants that it shall comply with all applicable laws and regulations and the exercise of rights granted under this Agreement to the other Party will not obligate the other Party to pay any third party any amounts.

13.2 Customer warrants that it or any Users shall not abuse the Platform or interfere with any third party's use of the Platform and shall not circumvent or manipulate the (working of the) Platform or C Teleport's business model or invoicing process.

13.3 Customer accepts and agrees that the Platform is rendered on an "as is" and "as available" basis. C Teleport reserves the right to modify or discontinue, temporarily or permanently, the Platform at any time, with or without notice, and without having to pay Customer any form of compensation other than payment of amounts still owed to Customer if any. C Teleport cannot be obligated by Customer to maintain any specific functionality of the Platform.

13.4 If and insofar as, despite what is stipulated in clause 3.2, any third party, such as an Invoiced Entity, an Affiliate, a Traveler or any (other) third party, should be considered the buyer and/or contractual counterparty of C Teleport, Customer hereby warrants that (i) such third party is bound by this Agreement and by any applicable Provider Terms and (ii) if such third party fails to comply with any obligation it might have under this Agreement or the Provider Terms, Customer shall do all such things that are necessary to bring C Teleport in the same legal and financial position it would have been in if such third party would have complied with its obligations.

13.5 Each Party agrees to defend, indemnify and hold the other Party and its Affiliates, its management, directors, employees, representatives and legal successors, harmless with respect to any third party

claims alleging facts that would constitute a breach of the representations, and warranties made by the indemnifying Party in this Agreement, including with regard to non-infringement of IP-Rights.

13.6 Customer agrees to defend, indemnify and hold C Teleport and its Affiliates, its management, directors, employees, representatives and legal successors, harmless with respect to any third party claims, charges or penalties including by paying any associated costs, losses, damages, expenses and attorneys' fees, by Flight Providers, based on a(n) (alleged) breach by Customer or a User of any written or unwritten terms, fare rules and/or policies of Flight Providers.

13.7 C Teleport shall promptly upon receiving a third-party claim notify Customer in writing of the claim, provide all information reasonably requested by Customer and allow Customer to control the defense and settlement, such at Customer's expense. C Teleport may however participate in litigation at its discretion and at its own expense.

Clause 14   Limitation of Liability

14.1 To the maximum extent permitted by law, in no event shall C Teleport's aggregate liability arising out of or related to the Agreement, whether in contract, tort or otherwise, exceed an amount equal to fifty Euros per flown Flight, with a maximum of one hundred Flights, in a period of three months preceding the date on which the event giving rise to damages occurred.

14.2 Subject to Clause 15.4, in no event shall either Party have any liability to the other Party for any special or consequential damages (even if the Party from which damages are being sought was aware of the possibility of such damages), loss of profits, loss of anticipated savings, loss of business opportunity, loss of goodwill or loss of use. Customer will not assert that its payment obligations under this Agreement are excluded as C Teleport's lost profits.

14.3 The limitations of liability in this Clause apply collectively to each Party's Affiliates, their management, directors, employees, representatives and legal successors, who may at all times rely upon the provisions of this clause for their own benefit.

14.4 The limitations of liability in this Clause do not apply with respect to any violation by Customer of its obligations in Clauses 10, 11, 13.5, 13.6 and 13.7, or insofar as damages are caused by gross negligence or willful misconduct.

Clause 15   Applicable Law and Competent Court

15.1 This Agreement is governed by and interpreted in accordance with the laws of The Netherlands.

15.2 Parties agree that all actions and/or proceedings arising under or in connection to this Agreement or the Agreement shall exclusively be brought before the competent court in the district of Amsterdam, The Netherlands.

Clause 16   Miscellaneous

16.1 In this Agreement, unless otherwise specified:

16.1.1 reference to a statutory provision includes reference to (i) any law, order, regulation, statutory instrument or other subsidiary legislation at any time made under said statutory provision to the extent still in force (whenever made) and (ii) any modification, amendment, consolidation, re-enactment or replacement of it.

16.1.2 references to Dutch legal concepts, articles or provisions shall be deemed to include the same or similar concepts, articles or provisions in other jurisdictions;

16.1.3 references to the Parties includes their respective successors, permitted assigns and personal representatives;

16.1.4 the singular includes the plural and vice versa;

16.1.5 reference to any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;

16.1.6 the headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement;

16.1.7 references to a person shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not being a separate legal entity);

16.1.8 any attachments to the Agreement form an integral part of the Agreement and shall have the same force and effect as if expressly set out in the body of the Agreement and any reference to the Agreement shall include the attachments;

16.1.9 a reference to "includes", "including" "inclusive", "such as", "among others", "for instance" or similar terms means "including but not limited to"; and

16.1.10 English language words used intend to describe Dutch legal concepts only so that the consequences attaching to the use of such words under any other set of rules than Dutch law will be disregarded.

16.2 No provision of the Agreement shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision, it being acknowledged and agreed that representatives of all Parties have participated in the drafting and negotiation of the Agreement.

16.3 Any notices to be made by C Teleport to Customer under this Agreement may be made solely through the Platform, without any separate email or other communication.

16.4 C Teleport may contract third parties to assist in performing its obligations or exercising its rights under this Agreement.

16.5 If any court of competent jurisdiction determines that any provision of the Agreement or the Terms is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the Parties shall negotiate in good faith a provision to replace the illegal, invalid or unenforceable provision.

16.6 Neither Party may assign the Agreement (or any rights or duties under it) without the other Party's prior written consent, provided that C Teleport may assign the Agreement without the Customer's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets.

16.7 Either Party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

16.8 The applicability of any general terms and conditions of Customer or of any third party such as an Invoiced Entity or a sector or umbrella organization is explicitly excluded.

16.9 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.