

# STANDARD BUSINESS TRAVEL SERVICES TERMS

## 1. INTRODUCTION

- 1.1. These Standard Business Travel Service Terms, including Appendices hereto and referenced documents (the “Standard Terms”) governs the Customer’s acquisition and use of Goodwings’ Services.
- 1.2. The Customer accepts and agrees to the Standard Terms (1) when the Customer clicks to accept the Standard Terms or (2) sign a Quote that references the Standard Terms and thereby incorporates the Standard Terms.
- 1.3. Goodwings reserves the right to change the Standard Terms from time to time. If such changes are considered material, Goodwings will inform the Customer about the changes by email and the changes will take effect upon the Customer’s acceptance. The Customer’s continued use of the Platform and Services after such changes will constitute acknowledgement and acceptance of the modified terms of Agreement.
- 1.4. These Standard Terms were last updated: February, 2024.

## 2. DESCRIPTION

- 2.1. Goodwings aggregates and displays a variety of business travel services offered by Travel Suppliers and provides its customers the opportunity to book and administer those services through its Platform. The Platform is accessible through recent versions of Chrome, Firefox, Safari and Microsoft Edge browsers.
- 2.2. This Agreement shall govern all bookings for business travel services made by the Customer (through its Travellers) on the Platform (or via a Goodwings support channel or Goodwings Partners) for the duration of the Agreement.

## 3. PLATFORM SERVICES

- 3.1. Goodwings will provide to Customer the Services selected by the Customer on the Platform or as may be stated on the Quote. Any terms and conditions set forth in this Agreement regarding each Service shall only be applicable to Customer to the extent that Customer has selected that specific Service.
- 3.2. Where agreed to by Goodwings in writing, Customer may extend the benefit of its access to the Platform / use of the Services to specific Customer Affiliates.
- 3.3. Goodwings will provide the Services with reasonable skill and care and in accordance with laws and regulations applicable to Goodwings.
- 3.4. Goodwings will maintain all licenses and permissions necessary for it to perform its obligations under this Agreement.

- 3.5. The Services are made available to facilitate in-real life connections for business purposes only. Goodwings reserves the right to suspend or terminate this Agreement immediately on becoming aware that Customer is enabling its Travellers to consume the Services to facilitate leisure travel.
- 3.6. Goodwings and Customer each agree that the Agreement is a "general agreement" for the booking of travel services in connection with the Customer's trade, business, craft or profession and therefore outside the scope of the Package Travel Directive (Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015) ("PTD") and any laws and regulations implemented by European member states to give effect to the PTD, and where applicable, the Civil Aviation (Air Travel Organiser's Licensing) Regulations 2012. As such, these regulations shall not apply to Goodwings' provision of/and Customer's receipt of the Services contemplated under this Agreement.

#### **4. TRAVEL SUPPLIER'S TERMS AND CONDITIONS**

- 4.1. The parties shall follow the required process and terms of the Travel Supplier for modification and cancellation of bookings. If a booking is refundable and Customer wants to modify or cancel a booking, Goodwings will refund to Customer the corresponding booking charge less any deductions applied by the Travel Supplier for such cancellation or modification. Information regarding such deductions shall be made available to Customer and Travellers via the Platform. Any refund(s) shall be applied to the original payment method for automatic payment methods or, for other payment methods, by discounting such charge from Customer's next invoice or by credit note.

#### **5. CUSTOMER RESPONSIBILITIES**

- 5.1. To access the Platform and benefit from the Services, Customer (through its Travellers) must create accounts on the Platform.
- 5.2. The Customer shall be responsible for:
  - a) Customer and Customer's Affiliates compliance with this Agreement;
  - b) Securing that each account is unique to a specific Traveller;
  - c) Securing that Traveller account credentials (i.e., logins/passwords) are kept safe and confidential;
  - d) Securing that each Traveller only books business travel services connected with Customer's trade, business, craft or profession;
  - e) the quality, legality and accuracy of Customer and Traveller data uploaded to the Platform;
  - f) promptly notifying Goodwings if Customer discovers that the security of any Traveller access credential or integrated third party service may have been compromised;

- g) the integration and operation of any third-party service with which Customer uses or receives the benefit of the Services, including Customer's compliance with the terms of such third-party service; and
  - h) compliance with all applicable laws and regulations (save for those for which Goodwings is expressly responsible under these Terms).
- 5.3. If Travellers are accessing or using the Services on behalf of Customer, the Travellers must represent that the Travellers are authorized to accept the Standard Terms.
- 5.4. Customer shall not access or use the Platform and/or Services in any way that threatens the continued viability, security or availability of the Platform.
- 5.5. In relation to Customer's Affiliates registered under the Customer's account the Customer acknowledges and agrees that it:
  - a) is legally responsible for any liability created by such Affiliates;
  - b) shall secure such Affiliate's compliance with all terms of this Agreement (as if it were a party to it); and
  - c) indemnifies and hold Goodwings harmless for any breach of this Agreement made by Customer's Affiliates.
- 5.6. Where, for the purpose of using the Services or the Platform, Customer is given access to any Goodwings APIs, Customer acknowledges and agrees that:
  - a) the Goodwings API Terms shall apply (and shall be deemed incorporated automatically into this Agreement from the date and time that the Customer's access commences); and
  - b) any exchange of data between Customer and any third-party product provider shall be solely between Customer and such provider.
- 5.7. Where Customer receives notice, including from Goodwings, that the data or content it or its users have uploaded to the Platform may no longer be used or must be removed to avoid breaching applicable law or governmental regulations or violating the rights of a third party or individual, Customer shall promptly remove such material. To the extent Customer fails to act promptly, Goodwings reserves the right to remove such content or disable Customer's access to it without further notice.

## **6. FEES**

- 6.1. Customer shall pay for all Services in accordance with the fees and payment terms stated (1) on the Platform (2) or in any Quote agreed between the Parties and subject to the terms and conditions set out in these Standard Terms.
- 6.2. The current rates for Ticketing Fees and Offline Service Fees can be found in the "Ticketing Fee and Offline Service Fee" document and on the Platform, which is maintained by Goodwings. This document forms an integral part of this Agreement. It is expressly understood that the Offline Service Fees do not cover the price of the actual travel booking, such as flights, trains, hotels, or other

travel-related expenses ('bookings') and are separate from any other costs associated with the travel arrangements.

- 6.3. Goodwings and/or Goodwings' Affiliates and/or Goodwings' Partners will invoice Customer (and, where applicable, to Customer's Affiliates if requested by Customer) for all Services and bookings made during the applicable period. Goodwings acknowledges that a Customer Affiliate's timely payment of an invoice (issued to such Affiliate) will discharge Customer's payment obligations under this Agreement (in respect of such invoice only). Customer confirms that its relevant Customer Affiliates have been notified of the invoicing and payment terms indicated through the Platform (or on the Quote, as applicable), together with these Standard Terms and that such Customer Affiliates agree to them.
- 6.4. If any non-disputed amount due and payable by Customer or any Customer Affiliates is not paid on its due date, Goodwings may without further notice charge interests in accordance with the Danish Interest Act.
- 6.5. Goodwings reserves the right to review the fees from time to time. Goodwings will notify Customer of any fee change at least 30 days in advance of the fee change taking effect.
- 6.6. In respect of the Subscription Fee, this shall be subject to an automatic price increase of 4% upon each Renewal Date.
- 6.7. All fees are excluding VAT and all other applicable taxes, levies or duties imposed by taxing authorities, including without limitation value added and withholding of taxes. The Customer shall be solely responsible for payment of all such taxes, levies and duties.
- 6.8. Customer and, where applicable Customer's Affiliates, shall make all payments for the Services without withholding or deduction, unless required by law. If any such withholding or deduction is required by law, when making the payment to which the withholding or deduction relates, Customer (and where applicable Customer's Affiliates) shall pay to Goodwings such additional amount, so that that Goodwings receives the same total amount that it would have received if no such withholding or deduction had been made.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. Goodwings or its licensors own all intellectual property rights in the Platform and/or the Services. Except for Customer's (and where relevant, a named Customer Affiliate) right to access and procure use of the relevant Services for the benefits of itself and its Travellers, Customer is not granted any rights in or to Goodwings' intellectual property.
- 7.2. Customer grants Goodwings, Goodwings' Affiliates and Goodwings' Partners a limited term license to host, copy, transmit and/or display (as appropriate) any:

- a) Third party product or service created by or for Customer, for use by Customer with the Services. Where Customer uses such third-party product or service with the Service(s), Customer grants Goodwings permission to allow such service to access Customer data (as is appropriate), including that potentially belonging to Customer users or which highlights Customer's usage of the Services, in order to facilitate or optimize the integration of the Service(s); and
- b) Customer user data (including that belonging to Travellers) strictly as required to deliver the Services and subject to the provisions set out here.

7.3. Customer acknowledges and agrees that Goodwings may freely use, incorporate or exploit any feedback, suggestion or request that it provides in respect of the Services. Any intellectual property rights which come into existence as a result of the performance by Goodwings of the Services will be the exclusive property of Goodwings or its licensors.

7.4. Customer authorizes Goodwings to use Customer's name, trademark and logo (according to the designs and guidelines communicated by Customer to Goodwings from time to time), solely for the purpose of identifying Customer as a customer of Goodwings. Any further use of Customer's name, trademark and logo for promotional purposes shall be subject to Customer's prior written approval.

## **8. WARRANTIES AND DISCLAIMERS**

8.1. Each party warrants, represents and undertakes to the other that:

- a) it has full capacity and authority to enter into this Agreement, to perform any of its obligations and to consummate all the transactions contemplated by this Agreement, and that no consent of any other person or entity is required by it to fully perform as contemplated by this Agreement;
- b) the person executing or accepting the terms of this Agreement is duly authorized to do so and (to the fullest extent possible under applicable law) waives its right to claim or subsequently rely on any argument that such person was not duly authorized to bind it to the terms of this Agreement;
- c) this Agreement will constitute its legal, valid, and binding obligations; and
- d) it is not aware of any matters which might adversely affect its ability to perform its obligations under or in connection with this Agreement.

8.2. Customer warrants that it shall be responsible for any access to the Services or the Platform through Customer's account(s) and shall promptly notify Goodwings if Customer becomes aware of any unauthorized use or breach of this Agreement by Customer, Customer's Affiliates, Travellers or any third-party.

8.3. Goodwings does not represent or warrant that:

- e) The Platform and/or Services will always be available, will be error free, or Customer's use will be uninterrupted;
  - f) it will have particular types of content or travel inventory available; or
  - g) unless expressly stated otherwise in the Agreement, that Customer will be able to integrate the Services with those of a third party.
- 8.4. The information that is communicated on the Platform is based entirely on information from Goodwings' Affiliates, Goodwings Partner's and Travel Suppliers. It is therefore the responsibility of those third parties that the information available at the Platform including, but not limited to, information on prices, number of available rooms and any other descriptions of the hotels or accommodation is correct. Goodwings does therefore not guarantee the accuracy of the information available on the Platform.
- 8.5. Travel Suppliers are independent contractors, independent data controllers, and not employees or agents of Goodwings. We act solely as a booking platform for travel vendors and are not liable for, including, without limitation, the acts, errors, omissions, representations, warranties, or negligence of any such Travel Supplier or for any personal injury, death, property damage, loss, accident, delay, irregularity, or any other damages or expenses resulting therefrom, whether directly or indirectly. We shall have no liability and will make no refund in the event of any delay, cancellation, overbooking, schedule change, cessation of operations, labor dispute, strike, acts of government, acts of war, terrorism, disease, quarantine, weather or other force majeure event or other cause beyond our direct control (except where required under applicable consumer protection law). We have no responsibility for any additional expense, omissions, delays, or re-routing caused by any acts or omissions of any Travel Supplier or governmental authority. The fact that we include or offer Services on/through the Platform does not mean we are endorsing or recommending such product or service. Any and all claims regarding any products and services offered through the Platform are limited to claims against the Travel Supplier of Services. We hereby disclaim any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with Services provided by any Travel Supplier through the Platform, including, without limitation, liability for any act, error, omission, injury, death, property damage, loss, accident, delay, irregularity or any other damages or expenses which may be incurred through the fault, negligence, or otherwise, of such travel vendor and the Customer hereby exonerate us from any liability with respect to the same.

## **9. LIABILITY**

- 9.1. Each party shall be liable for wilful intent, fraud or theft by it or its Travellers; death or personal injury caused by its negligence or that of its employees; fraudulent misrepresentation and for any other liability that cannot by law be excluded or limited.

- 9.2. Goodwings is not liable for Travel Supplier acts or omissions, including but not limited to the Travel Supplier's performance of its obligations under the Travel Supplier Terms. Goodwings is not liable for any liability which arises in the utilization of any Element. Once a travel service is booked (including any Trip) and confirmed by Goodwings, the Travel Supplier Terms and Conditions applies to the Customer and, where applicable, its Customer Affiliates. Goodwings will not be liable for any breach, delay, default or deficiency of the services provided by the Travel Suppliers.
- 9.3. The parties shall only be liable for damages occurred as a direct result of a material breach of the Agreement. The parties shall in no event be liable for any indirect losses, including but not limited to consequential losses, operational losses, increased operational expenses, loss of savings, loss of profit, or losses or expenses relating to loss of data.
- 9.4. Subject to 9.1 and Clause 9.5, the aggregate liability of each party together with all its respective Affiliates arising out of or related to this Agreement shall not exceed the greater of (the "General Cap"):
- a) the total amount paid by Customer and its Customer Affiliates hereunder for the Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose; or
  - b) ten thousand Euros (EUR 10,000).
- 9.5. The General Cap will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Customer's and its Customer's Affiliates' payment obligations under Clause 6 (Fees) above.
- 9.6. In relation to any breach by:
- a) either party (including any of its Customer Affiliates) of Clause 10 (Data Protection), including the DPA;
  - b) Goodwings of Clause 7.1, and which leads to a third-party claim being brought against Customer (or any Customer Affiliate) for damages or costs; or
  - c) Customer of Clause 7.2, and which leads to a third-party claim being brought against Goodwings or any Goodwings Affiliate or Goodwings Partner for damages or costs, the aggregate liability of each party together with all its affiliates arising out of or related to the relevant incident (out of which the liability arose) shall not exceed the amount equivalent to three (3) times the value of the General Cap, up to a maximum liability of EUR 50,000 (fifty thousand Euros).
- 9.7. Each party acknowledges and agrees that the exclusions and limitations set forth herein represent the agreement of the parties as to the allocation of risk between them in connection with their obligations under this Agreement.

## **10. DATA PROTECTION**

10.1. In compliance with art. 28 GDPR the parties have considered the means and purpose of the data processing activity that is contemplated by the provision and receipt of Services under this Agreement and have put in place the Data Processing Agreement (see <https://portal.goodwings.com/legal>) to these Standard terms. Customer acknowledges that, unless otherwise agreed in writing between the parties, the DPA is applicable to Customer and to its relevant Customer Affiliates and confirms that such Customer Affiliates are aware of and agree to the DPA.

## **11. CONFIDENTIAL INFORMATION**

11.1. Each party and its respective affiliates and partners (for the purposes of this Clause 11, each a Discloser) may disclose Confidential Information to the other party (for the purposes of this Clause 11, each a Recipient) in the context of the Services. The Recipient undertakes to treat the Confidential Information as set forth in this Clause 11.

11.2. For the purposes of this confidentiality Clause, the expression Confidential Information shall mean information designated as confidential information or, under a test of reasonability, deemed confidential, and made available by the Discloser, for the purpose of this Agreement, either in writing (including by electronic transmission) or orally. "Confidential Information" includes but is not limited to (a) the terms of this Agreement and (2) information relating to Discloser data and all data and information of the Parties, their employees, products, services, customers, contractors and other third parties doing business with the Parties. Confidential Information shall not include information which (i) is publicly available at the time of its disclosure; (ii) becomes publicly available (other than as a result of disclosure by the Recipient contrary to the terms of the present Clause); (iii) was lawfully in the possession of the Recipient free of any restriction as to its use or disclosure prior to its being so disclosed; (iv) was independently developed by the Recipient without any breach of the terms of this Clause; or (v) is required by law or regulator or by any court of competent jurisdiction to be disclosed.

11.3. The Recipient shall: (i) keep the Confidential Information disclosed by Discloser private and confidential and not disclose any of it to any person other than to the persons who need to know the same for the arrangement of the Services to be provided through the Platform, including, but not limited to Travel Suppliers and to any other supplier if required for the Services; (ii) ensure that all persons to whom the Discloser discloses the Confidential Information (in accordance with this Clause) are informed of the terms of this Clause and that such persons are required, prior to disclosure: to observe the terms of this confidentiality Clause or are bound by no less restrictive terms than those contained herein; (iii) use the Confidential Information for the sole purpose of providing the Services stated in this Agreement; (iv) keep the Confidential Information and any copies thereof



secure and in such a way so as to prevent unauthorized access by any third-party.

- 11.4. If, for any reason, the Discloser requests in writing the return of the Confidential Information, the Recipient agrees to return as soon as reasonably practicable or confirm in writing that it has been destroyed. To the extent that such Confidential Information has been stored on the Recipients' archive or back up electronic systems, the Recipient shall not be required to delete the Confidential Information but shall make reasonable efforts to have the Confidential Information deleted from such systems.
- 11.5. The obligations of confidentiality set out in this Clause shall continue to apply in relation to any Confidential Information retained.
- 11.6. Neither this confidentiality Clause nor the disclosure of Confidential Information shall be deemed by implication or otherwise to vest in the Recipient any rights in any patents, trade secrets, know-how, or other property of the Discloser.

## **12. TERM AND TERMINATION**

- 12.1. This Agreement shall be effective from the Effective Date and shall remain in force until it is terminated by either of the parties (the "Term").
- 12.2. **Termination for notice:** Either party may terminate the Agreement without cause by giving the other party not less than sixty (60) calendar days' notice prior to the Renewal Date in writing of its intent to terminate the Agreement.
- 12.3. **Termination for cause:** The Agreement may be terminated by either party by giving notice in writing if the other party is in material breach of the terms of this Agreement and:
  - a) the material breach is not capable of remedy (in which case the termination shall be immediate after the notice given to the breaching party); or
  - b) where a material breach is capable of remedy, it has failed to remedy the breach upon thirty (30) calendar days' written notice to the breaching party.

## **13. EFFECTS OF TERMINATION**

- 13.1. All payments due under the Agreement shall become payable on the termination date.
- 13.2. All bookings made by the Customer or Customer Affiliates prior to termination but consumed after the termination will remain in full force and effect under this Agreement until fully consumed and will continue to be subject to the Travel Supplier Terms. Payment of such bookings will be made according to the terms of this Agreement.

- 13.3. Upon termination, each party will, at the request of the other party, destroy or deliver up all marketing or promotional material bearing the logo of or any reference to the other party and all the other party's proprietary and Confidential Information.
- 13.4. Within thirty (30) days of termination, Customer will delete, remove and disable all links and access to all Services and notify its employees, Travellers and Affiliates. Such obligation shall not prevent the Customer utilizing any Element confirmed as booked prior to the termination taking effect.

#### **14. ANTI-BRIBERY, ANTI-CORRUPTION, SANCTIONS COMPLIANCE**

- 14.1. Neither Goodwings, nor any Goodwings Affiliates or Goodwings Partners or their respective directors, officers, employees or, to Goodwings' knowledge, agents or any other person acting on their behalf has directly or indirectly made any bribes, rebates, payoffs, influence payments, kickbacks, illegal payments, illegal political contributions, or other payments, in the form of cash, gifts, or otherwise, or taken any other action, in violation of any applicable anti-bribery or anti-corruption law.
- 14.2. The Platform and/or Services, including the technology on which they operate, may be subject to export laws and regulations of the United States, the European Union, the United Kingdom and other jurisdictions. Goodwings and Customer (on behalf of itself and its Affiliates) each represent that they are not on any government denied-party list. Further, Customer will not permit any Traveller to access or use any part of the Platform and/or Services or upload any relevant Customer user data in a U.S. embargoed country or region or in violation of any U.S. export law or regulation.

#### **15. PAYMENT**

- 15.1. Except for Offline Service Fee, cf. Clause 15.2, the payment method agreed between the parties is credit card, unless otherwise stated on the Quote. The Customer shall pay all Services and bookings immediately at the time of purchase. Goodwings reserves the right to, in accordance with the applicable legislation, charge additional costs that may arise as a result of using this payment method.
- 15.2. In respect of Offline Service Fees, the payment method agreed upon between the parties is wire transfer. Goodwings reserves the right to, in accordance with the applicable legislation, charge additional costs that may arise as a result of using this payment method.
- 15.3. Customer is solely responsible for implementing internal policies to determine which credit cards may be used by Customer's and Travellers. In case Customer's Travellers use their own personal credit cards to make payments, this shall not affect or alter Customer's obligations and, if applicable, Customer's Affiliates' obligations towards Goodwings, nor the commercial nature of this

Agreement, which shall in any event be deemed to have been entered into solely between Goodwings and Customer.

## **16. CLIMATE ACCOUNT**

- 16.1. The Net Commission credited to the Climate Account is exclusively designated for use within the Platform and cannot be paid out directly to the Customer in the form of cash or other financial means. The accumulated Net Commission in the Climate Account may only be redeemed for items, services, or specific transactions expressly defined and available within the platform as defined by Goodwings (this may change from time to time). The Climate Account is non-transferable and any non-utilized Net Commission cannot be exchanged for other forms of financial compensation outside of its intended use within the Platform.
- 16.2. Net Commissions in the Climate Account are strictly non-transferable. They cannot be transferred or assigned to another Customer (or, if any, Affiliates) Climate Account or any other form of account.
- 16.3. Any misuse, fraudulent activity, or violation of the agreed-upon terms related to the Climate Account, as determined by Goodwings in its sole discretion, may result in immediate termination of the Services and forfeiture of any remaining balance on the Climate Account. Misuse includes, but is not limited to, the sale or exchange of funds or credits, manipulation of the system to accrue funds or credits, and unauthorized access to or use of Climate Accounts.
- 16.4. Clauses 16.5 and 16.6 pertain to Unmanaged Accounts, wherein the responsibility for overseeing and allocating Net Commissions lies solely with the Customer.
- 16.5. Upon termination of the Services or breach of this Agreement, any and all unused funds remaining in the Climate Account will be forfeited by the Customer. The Customer shall not be entitled to a refund, exchange, or any form of compensation for these unused Net Commissions. It is the responsibility of the Customer to utilize their Climate Account balance prior to the termination of Services. Upon termination, the Climate Account will be closed, and any remaining balance will be irretrievably lost. This forfeiture is non-reversible, and Goodwings will not be liable for any claims or damages resulting from this loss.
- 16.6. Net Commission accrued in the Climate Account shall be valid for a period of 6 months from the date they are credited to the Climate Account. Upon reaching this period, any unused funds or credits shall automatically expire and be forfeited. The Customer will not be entitled to any refund, transfer, or compensation for expired funds or credits.

## **17. MISCELLANEOUS PROVISIONS**

- 17.1. This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the parties in relation to the subject matter thereof.
- 17.2. If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement, as applicable, will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law.
- 17.3. The parties are each independent contractors, and shall not be deemed partners, franchisees, agents, joint ventures or legal representatives of each other, and neither party hereto is authorized to bind the other party or otherwise act in the name of or on behalf of the other party.
- 17.4. Notices may be delivered by email to the email-address indicated by Customer in signing up to the Platform or in Quote, and in the case of Goodwings, to [service@goodwings.com](mailto:service@goodwings.com).
- 17.5. The Customer may not assign or transfer this Agreement, or any portion thereof, without Goodwings' express written consent.
- 17.6. Goodwings may assign or transfer this Agreement, by giving prior notice to Customer, to Goodwings Affiliates, or any successor in connection with its merger or the sale of all or substantially all its assets.

## **18. DISPUTE RESOLUTION**

18.1. The Parties acknowledge that they will attempt to settle any disputes between them that may arise by escalation and negotiation in good faith. Where a party becomes aware that such a dispute has arisen, it shall notify the other party in writing of the dispute and any steps which it considers the other party should take to resolve it (such written notification comprising a Dispute Notice). Following the issue of a Dispute Notice, the parties shall convene promptly and in good faith for the purpose of resolving the dispute stated in the Dispute Notice (or any other matter reasonably related thereto) including by escalating the dispute internally. Should the parties fail to resolve their differences within twenty-one (21) days of issue of the Dispute Notice, either party may submit the dispute in accordance with clause 19.

18.2. No part of this Clause 18 shall prevent a party from seeking injunctive or interlocutory relief.

## **19. GOVERNING LAW AND JURISDICTION**

19.1. This Agreement shall be governed by and construed in accordance with the laws of Denmark. Any dispute arising out of or in connection with this Agreement, including any disputes regarding its existence, validity, or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen.

## APPENDIX 1 - DEFINITIONS

Capitalized terms and expressions in the Standard Terms shall have the meaning ascribed to them in this Appendix 1 or as elsewhere explicitly defined in the Standard Terms.

**“Affiliate”** means in relation to a Party, any other entity, which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that Party from time to time.

**“Agreement”** means the Quote if applicable, the Standard Terms including all appendices to the Standard Terms and all documents referenced to in these Standard Terms such as Goodwings API Terms of Use and rate card for Offline Service Fees.

**“Climate Account”** is an account provided by Goodwings as part of the Services, which allows the Customer or any Customer Affiliates, to accumulate net commissions derived from their travel bookings. This net commission is credited to the Customer's Climate Account, establishing a platform for the Customer to generate financial value from their travel.

**“Control”** means with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

**“Customer”** means the company or legal entity as stated during the Platform sign up or in the Quote.

**“Customer Affiliate”** means an Affiliate of Customer approved by Goodwings under this Agreement.

**“Element”** means the online (through the Platform) or offline booking of a flight, train ticket, car rental or hotel reservation by Customer and identified by a unique PNR number (and, for the sake of clarity, offline bookings of products such as multi-destination trips, transfers, chauffeur service or meeting rooms via live chat, email, concierge, message or telephone are also considered Elements).

**“Effective Date”** means the date which is the earliest of (a) Customer's initial access to any Service through any online provisioning, registration or order process or (b) the effective date of the Quote referencing this Agreement.

**“Goodwings Affiliate”** means an Affiliate of Goodwings.

**“Goodwings API”** means Goodwings' application programming interfaces by means of which Customer can have endpoint access to different features.

**“Goodwings API Terms”** means the Goodwings API Terms of Use available in the “API Terms” document (as amended from time to time).

**“Goodwings Partners”** means business partners of Goodwings, who engage in a cooperative relationship with Goodwings, involving mutual dealings and support, as agreed upon in specific business arrangements or contracts necessary to deliver the Services in this Agreement.

**“Net Commissions”** represent earnings or income generated by the Customer within the Platform, and their calculation and attributes may be subject to adjustment or modification at the discretion of the Company. The nature and availability of Net Commissions may change as determined by the Company's policies and terms.

**“Offline Service Fees”** means fees applicable to the Services provided by Goodwings or Goodwings Affiliates as recorded in the Quote. The Offline Service Fees serve as a handling fee for the processing of Services made outside the Platform.

**“Platform”** means the Goodwings online travel service platform, accessible to Customer under this Agreement through <https://www.goodwings.com> and its Subsites (as may change from time to time provided the essential nature of the Services is maintained)

**“Quote”** means a physical or electronic order form issued by Goodwings or Goodwings Affiliates stating (among other things) the Services to be acquired by the Customer and the Subscription Fees, Ticketing Fees or Offline Service Fees payable by the Customer.

**“Renewal Date”** means the scheduled date on which the subscription for the Services is set to automatically renew for another Term.

**“Services”** means the services made available through the Platform or via Goodwings or Goodwings Affiliates employees or Goodwings Partners. Services may include Essential, Professional, Advanced, and Goodwings for Business Services, and any other service provided by Goodwings or Goodwings Affiliates through the Platform or via Goodwings or Goodwings Affiliates from time to time. The content of the Services is described on the Platform (including without limitation at <https://portal.goodwings.com/pricing>).

**“Subscription Fees”** means fees applicable to Customer in order for Customer to gain access to the Platform. This Subscription Fee grants the Customer the right to use the Platform and its features as outlined in the Agreement.

**“Standard Terms”** means these Standard Business Travel Service Terms, including Appendices hereto and referenced documents such as Goodwings API Terms and Offline Service Fees rate card.

**“Subsites”** means a link from <https://portal.goodwings.com> that directs Customer to a separate but related homepage. Although interconnected with the primary website, this Subsite maintains its own distinct URL and presents unique content or services. It is created and operated under the same umbrella as the primary website but serves its specific purposes.

**“Term”** means the fixed period during which the subscription for the Services is active and valid, beginning from the Effective Date and ending on the expiration date as specified on the Quote.

**“Ticketing Fees”** means fees applicable to the Services or bookings provided by Goodwing or Goodwings Affiliates, in the amounts agreed between Goodwings or Goodwings Affiliates and Customer as recorded on the Platform.

**“Traveller”** means the employees or representative of Customer or Customer Affiliates and/or any legal person who uses the Platform and/or the Services as a result of Customer’s or Customer Affiliates’ Goodwings account. The term “Seat” or “Seats” is used within the Platform or Quotes to refer to the same concept.

**“Travel Supplier”** means those third-party entities which provide airline, train, ferry, hotel and other accommodations, car rental or other travel services.

**“Travel Supplier Terms”** refers to the terms and conditions established by third-party platforms to which the Platform may link for the purpose of bookings or other services. These terms govern the use of the third-party platform and any transactions or interactions conducted through that platform.

**“Trip”** means the reservation made either online through the Platform or offline by Customer of up to eight (8) Elements and for up to eight (8) Travellers who share the same itinerary. For the sake of this Agreement, sharing the same itinerary shall mean sharing the same flight, train trip, accommodation in the same hotel or other types of Elements.

**“Unmanaged Accounts”** means accounts where the Customer assumes complete control and responsibility for managing the allocation of Net Commissions within the Climate Account.