

GOODWINGS API TERMS OF USE

This document is maintained by Goodwings. The document forms an integral part of the Standard Business Travel Services Terms when accepted by Customer.

For the benefit of its Customers, Goodwings provides, access to utilize or interact via a Goodwing API which interacts with Goodwings' travel management services ("Goodwings' Services"). You agree that Your access to and use of Goodwings' API's is governed by these terms and conditions described as these Goodwings API Terms of Use (the "Terms"), which You acknowledge create a binding legal agreement between You (as defined below) and Goodwings. You represent that You have the authority to bind that company or organization to these Terms and to deploy and integrate applications into and with your account. In such case, the terms "You", "Your" and/or "Customer" will refer to you in your capacity as representative of Goodwings' customer/s and that company/ies or organization/s. If You do not have that authority, or if You do not agree with these Terms, You are not permitted to use or access the API services.

The person confirming these API Terms for the Customer warrants that they have the full right, power and authority to enter into these Terms on behalf of the Customer and where applicable other companies of the Customer group using Goodwings Services ("Affiliates"). Where these terms apply to Your Affiliates, You confirm that You have communicated these Terms to Your Affiliates and that such Affiliates agree to such Terms and that You have full legal authority to request the API services to be rendered to Your Affiliates.

1. RIGHT TO USE APIS

- 1.1. Subject to your compliance with these Terms, you may use the APIs to access and use the Goodwings Content and Customer Data and to access or link to Third Party Applications ("Authorized Application") on a revocable, non-exclusive, non-assignable, non-transferable basis.
- 1.2. For each Authorized Application, you will need to obtain an application identifier or other credentials ("Credentials") from Goodwings in order for an Authorized Application to access and use the Goodwings Services and Goodwings Content and Customer Data. All information you provide to Goodwings Services as part of the Credentials provisioning process must be accurate. You are solely and entirely responsible for all uses of the Goodwings Services occurring under your Credentials. Before providing access to the Goodwings Services via API, we may require you to permit us to perform testing of the Authorized Application, as we deem appropriate, to ensure that the Authorized Application will not adversely affect Goodwings' website, application and services ("Goodwings' System").
- 1.3. Goodwings reserves the right, in our sole discretion, to refuse to provide access to the Goodwings Services for any web site or application.

2. HOW YOU MAY USE GOODWINGS' APIs

- 2.1. In using Goodwings' APIs together with Goodwings' or Third Party Services, you shall:
 - a) comply with any design guidelines or other rules for the APIs that we provide;
 - b) design and operate Authorized Applications so as to minimize usage of the computing;
 - c) resources of Goodwings' System, and promptly remedy any situation resulting in an unusually high number of transactions being sent to or received by Goodwings' System; and
 - d) comply with Goodwings' and any Third Party Application provider's privacy policy in connection with any personal data processed in connection with your use of the APIs;
- 2.2. Before the retirement of an API version, Goodwings will provide reasonable advance notice. You will upgrade to a currently supported version in advance of an API retirement. If you do not do so, you acknowledge that applications using the retired API version are unlikely to function.

3. HOW YOU MAY NOT USE GOODWINGS APIs

- 3.1. In using the APIs, you shall not:
 - a) use the APIs except through an Authorized Application;
 - b) take any action on behalf of a third party unless Goodwings has expressly granted you permission to take that action;
 - c) use any Goodwings Content and Customer Data for any other purpose except as expressly permitted by Goodwings;
 - d) enable, encourage, or require your employees or any third party to breach these Terms or the terms of any service agreement;
 - e) mislead any third party;
 - f) permit any other person to utilize your Credentials;
 - g) use more than one Credentials in connection with a single Authorized Application;
 - h) falsify or alter the Credentials or any unique referral identifier in, or assigned to, an Authorized Application, or otherwise obscure or alter the source of queries coming from an Authorized Application;
 - i) claim or imply any sponsorship or endorsement of your Authorized Application by Goodwings;
 - j) use or attempt to use the APIs for any purpose that is unlawful, fraudulent or otherwise objectionable or in violation of any applicable law or regulation.
 - k) use or attempt to use the APIs in violation of Goodwings' rights or any other third party's right;
 - l) attempt to gain unauthorized access to the Goodwings APIs by breaking or circumventing technical or security measures.
 - m) copy, modify, create a derivative work from, use reverse engineering techniques, decompile, disassemble or otherwise attempt to extract the source code of the APIs or any of their elements protected by intellectual property rights;

- n) use or attempt to use the APIs in a way that poses a risk to the privacy of Goodwings, its customers or Third Party Applications;
- o) carry out actions which involve introducing computer viruses, worms, Trojans, or any other type of Malware intended to interrupt, destroy, or limit the functions of the Goodwings APIs;
- p) access or attempt to access the API by any means other than that the ones provided by Goodwings or, where appropriate, has been expressly authorized previously in writing;
- q) disturb, interfere with or in any way prevent access to the services or the API to other legally registered users; or
- r) access or use the API via any 3rd party intermediary or aggregator without Goodwings' prior written permission.

4. LIMITATIONS AND CONDITIONS

- 4.1. We may, in our sole discretion, limit: (i) the rate at which the Goodwings or Third Party Application Services, or any subset of them, may be called, (ii) the amount of storage, if any, made available through the Services, (iii) the size of data packets that may be uploaded to, or served from, the Goodwings Services, and/or (iv) the duration of any session of use of the Services (all of the foregoing being forms of "Throttling") as necessary in order to preserve the proper functioning of Goodwings' Systems. We may perform this Throttling globally across all Goodwings Services, across individual Services, per Customer, per Authorized Application, or on any other basis. You will not take steps to circumvent any technical measures we may put in place to enforce Throttling. We reserve the right to require you to provide to us each quarter a rolling 120-day forecast of your anticipated transaction volumes and any other relevant data we may reasonably request. We reserve the right to charge you for Excessive Transactions on Goodwings' System (i.e., that number of transactions that exceed the maximum allowable limit as agreed between You and Goodwings).
- 4.2. You will permit us reasonable access to your Authorized Applications for purposes of monitoring your compliance with these Terms. If an Authorized Application can only be accessed through accounts that are not generally made available to the public without charge, on request you will provide us with at least one free account in order to facilitate our ability to access the Authorized Application.
- 4.3. You will clearly identify within your Authorized Application those features that make use of the Goodwings Services, either by using an icon or trademark licensed for such use by Goodwings in the SDK License Agreement (see further below for definition) and/or by using text that reflects the incorporation of the Services into the Authorized Application (such as, "Powered by Goodwings").

- 4.4. You may not use a Third Party's credentials to access the Goodwings Services or Goodwings Content on Goodwings Systems without Goodwings' prior written consent.
- 4.5. Your Authorized Application may not contain any Prohibited Code. "Prohibited Code" means software code of any kind that (i) is potentially harmful to or could compromise an End User's system, software, data, security, or privacy; (ii) without the End User's express knowledge and written consent, interferes with the operation of applications; (iii) launches or causes other similar code or applications similar to the foregoing to launch; (iv) is obscured or resistant to removal; (v) without Goodwings or customers' express knowledge and written consent, removes or disables security, anti-spyware, or anti-virus technology; (vi) without the Goodwings or customers' express knowledge and written consent, displays advertisements, unless they are promoting an alternative version of the software (e.g., an update or upsell); or (vii) without the Goodwings or customer's express knowledge and written consent, collects, or shares personal information, changes file associations, adds browser toolbars, or changes browser settings such as the Goodwings or customer's favourites, default home page, or search provider (viii) is potentially harmful to Goodwings' Systems.

5. API SOFTWARE DEVELOPMENT KIT

- 5.1. We may provide you a software development kit ("SDK") to assist you in integrating certain functionality of the Services made available through the APIs into your Authorized Applications. By installing, accessing, or otherwise using the SDK, you accept the terms of the SDK License Agreement and will only use any SDK in compliance with these Terms.

6. SUPPORT

- 6.1. We will provide support only for the current version of our APIs, and for a limited period of time the previous version to allow our Partners to migrate onto the latest version Goodwings API.

7. MAINTENANCE

- 7.1. We may temporarily suspend the Goodwings Service to perform necessary repairs, maintenance, or improvements of Goodwings' System or the Goodwings Service. We will provide reasonable advance notice of any such suspension where it is practicable under the circumstances; and we will use commercially reasonable efforts to promptly restore the Goodwings Service. We exclude all our liability of any kind relating to any problems of whatever nature which have been caused by the suspension of the Goodwings Service.

8. GENERAL

- 8.1. The Goodwings Service, Third Party Applications and other software or components of the Goodwings Services which Goodwings or a Third Party Application Provider may provide or make available to You, may be subject to The European Union (EU) export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to Your access to and use of the Goodwings Services, Third Party Applications and such other components by You. You shall not access or use the Service or any Application if You are located in any jurisdiction in which the provision of the Third Party Applications or other components is prohibited under EU or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Goodwings Services or Third Party Application to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any EU government list of persons or entities prohibited from receiving EU exports, or transacting with any EU person; (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit Agents or End-Users to access or use any Application in violation of any EU or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You, Agents and End-Users are located.
- 8.2. Your rights under these Terms will automatically terminate without notice from Goodwings if You fail to comply with these Terms. In case of such termination, You must cease all use of the Third Party Applications, and Goodwings may immediately revoke Your access to the Applications without notice to You and without refund of any fees (where applicable).
- 8.3. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL GOODWINGS, OR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU (THE CUSTOMER) OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS, THE GOODWINGS SERVICES OR ANY THIRD PARTY APPLICATION, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, GOODWINGS'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH YOUR ACCESSING OR DEPLOYMENT OF ANY THIRD PARTY APPLICATION, OR USE OR

EMPLOYMENT OF THE GOODWINGS SERVICES, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF ALL FEES RECEIVED BY GOODWINGS FROM YOU IN THE 12 MONTHS PRECEDING ANY CLAIM GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND GOODWINGS HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE OF THE THIRD PARTY APPLICATIONS PROVIDED FOR IN THESE TERMS.

Some jurisdictions may not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, GOODWINGS' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

- 8.4. These Terms shall be governed by the laws of Denmark without regard to conflict of laws principles. Any dispute arising out of or in connection with these Terms or access the Third Party Applications by You 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.
- 8.5. All notices to be provided by Goodwings to You under these Terms may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") to the contact mailing address provided by You; or (b) electronic mail to the electronic mail address provided for Your Account owner.
- 8.6. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without Goodwings's prior written consent, which written consent will not be unreasonably withheld. Goodwings may, without Your consent, assign its agreement with You to any member of the Goodwings Group or in connection with any merger or change of control of Goodwings or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 8.7. These Terms constitute the entire agreement and supersede any and all prior agreements between You and Goodwings with regard to Your use and access to the Third Party Applications. These Terms shall apply in lieu of the terms or conditions in any Quote or other order documentation You or any Entity which You represent provides (all such terms or

conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the Goodwings' Services.

- 8.8. We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. If such amendments are considered material, we will notify You by email, and Your continued use of Applications following the effective date of any such amendment may be relied upon by Goodwings as Your consent to any such amendment. Goodwings' failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.
- 8.9. If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.
- 8.10. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.