



## MERANG TRAVELOFFICE LICENSE AGREEMENT TERMS AND CONDITIONS

This is a legal agreement between you (either an individual or an entity, hereinafter sometimes referred to as "Licensee") and Merang.com Travel Inc., a company incorporated under the laws of Ontario (hereinafter referred to as "Merang"). Your acceptance of the following terms and conditions and the Merang TravelOffice License Acceptance Form will occur when you first use the Merang TravelOffice system.

**1.0 License:** Merang shall provide to Licensee, and Licensee shall accept, on the terms and conditions set forth herein or in any schedule attached hereto (collectively, the "Agreement"), the software and/or services set out in this Agreement (collectively, the "Merang TravelOffice system"). Merang hereby grants to Licensee a non-exclusive and non-assignable license to use the Merang TravelOffice system pursuant to the terms of this Agreement, such license to terminate upon the expiration or termination of this Agreement in accordance with the terms thereof.

**1.0.1 Upgrades or Enhancements:** Merang reserves the right to replace, modify, upgrade, improve, or otherwise alter the Merang TravelOffice system, the related services provided to Licensee by Merang, or any portion or aspect thereof, in its sole discretion at any time during the term of this Agreement or any renewal thereof. Such action by Merang shall collectively be referred to herein as an "Upgrade". Some Upgrades will be performed, supplied, and/or installed by Merang at its own expense in the ordinary course of Merang's business pursuant to Merang's policy of continuous improvement of its products. Other Upgrades may be developed by Merang and offered to Licensee for Licensee to accept, adopt, and use as and if it sees fit. If Merang offers an Upgrade to Licensee and Licensee agrees to accept and adopt such Upgrade, Licensee agrees:

- (a) to pay Merang the then-prevailing charges, if any, for such Upgrade;
- (b) to follow the procedures and instructions provided by Merang for such Upgrade;
- (c) that upon Licensee's use of such Upgrade this Agreement shall be deemed to be supplemented thereby, and that all the

terms and provisions of this Agreement, including the schedules attached thereto, shall apply to Licensee's use of such Upgrade; and

- (d) that Licensee's use of such Upgrade shall constitute an agreement by Licensee for the purpose of this Section 1.02.

**1.0.2 Customization:** From time to time, including but not limited to at the request of Licensee, Merang may develop and offer to Licensee customized software modules or particular enhancements of the Merang TravelOffice system designed to be of particular value or use to Licensee because of the unique characteristics of Licensee's business operations. If Licensee agrees to accept such modules or enhancements, they shall be considered Upgrades and dealt with pursuant to the terms of Paragraph 1.01 hereof.

**1.0.3 Relationship with Licensee:** Licensee shall use and operate the Merang TravelOffice system as an enhancement to its own existing business. It is expressly acknowledged and agreed that no customers of Licensee shall be deemed to be customers of Merang in regard to any transaction between such customer and Licensee. Licensee may not under any circumstances or for any reason represent to any customer of Licensee or any third party that any relationship, obligation, warranty, representation, responsibility, liability, or affiliation exists between Merang and any customer of Licensee in regard to any transaction between such customer and Licensee.

**1.0.4 Proprietary Marks:** Licensee acknowledges that Merang may from time to time identify its software, services, or other products, including but not limited to the Merang TravelOffice system, by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (collectively, the "Proprietary Marks"). Licensee explicitly agrees (i) that the ownership of all rights, title, and interest in and to the Proprietary Marks is and shall remain solely the property of Merang; and (ii) to make use of, reproduce, display, or otherwise employ the Proprietary Marks in any form or

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medium whatsoever (including but not limited to electronic media) only as Merang may stipulate, permit, or direct from time to time.

**1.0.5 Goodwill:** Licensee agrees not to take any action that would be likely to injure or damage the validity or enforceability of Merang's rights in and to the Proprietary Marks or the goodwill and reputation for high quality and integrity that has or shall come to be associated with the Proprietary Marks.

**1.0.6 No Warranty:**

- (a) Licensee acknowledges that Merang does not warrant the accuracy, completeness, merchantability, or fitness for particular purpose of the Merang TravelOffice system or the information contained within or upon it.
- (b) Merang shall not be liable to Licensee for any claims, losses, costs, damages (direct, indirect or consequential) or expenses caused in whole or in part by the Merang TravelOffice system or such information or its accessibility or inaccessibility from time to time, or by Licensee's reliance upon the Merang TravelOffice system for such information, or both of them.
- (c) You will indemnify and hold us harmless from and against any and all claims, suits, damages, losses, costs, expenses and fees (including legal fees) whether direct, indirect or consequential related to this Agreement and the services provided hereunder.

**1.0.7 Data Backup:** Merang will create and store a backup copy of the database from time to time for the purpose of recovery in the event that the original database is damaged, corrupted, or lost. Licensee acknowledges that Merang does not warrant the accuracy and completeness of the backup copy of the database, or the recoverability of the backup copy of the database. Licensee agrees that a paper copy of the Licensee's customer invoice and agency invoice, for every transaction entered by the Licensee, will be created and stored by the Licensee, at the Licensee's expense, which may be used to recover any lost data.

**2.0.0 Ownership of the Merang TravelOffice system:** Licensee acknowledges that the Merang TravelOffice system and the proprietary interface software by means of which the Services are supplied to Licensee by Merang are and shall remain the property of Merang, and that Merang authorizes their use by Licensee only pursuant to and as set out in this Agreement.

**2.0.1 Reverse Engineering:** Licensee undertakes, both for itself and for its past, current, and future employees and contractors, or any of them, not to copy, compile, or reverse-engineer the Merang TravelOffice system or any component of it, including but not limited to its software. Failure to abide by this undertaking shall constitute a fundamental breach by Licensee of this Agreement.

**2.0.2 Merang TravelOffice system Uptime and Support:** Merang shall use its reasonable best efforts to maintain the Merang TravelOffice system in operable condition at all times. In the event that Merang becomes aware of a software problem that affects Licensee's use of the Merang TravelOffice system, Merang undertakes to inform Licensee of, and take all reasonable steps to correct, the problem in a timely fashion. Notwithstanding the foregoing, in no event shall Merang be required or expected to respond to services problems during times of war, insurrection, or natural or man-made disasters (including but not limited to extreme weather conditions), or when prevented by strikes, blackouts, force majeure, or any other condition or state of affairs not within Merang's control.

**2.0.3 Termination:** Upon the expiry or termination of this Agreement for any reason whatsoever, including but not limited to default or breach by Licensee as provided in this Agreement, Licensee shall promptly be notified either by mail or e-mail that the Merang TravelOffice system will no longer be available for use and all of Licensee's user rights thereto shall be suspended. Where applicable, and providing there are no then outstanding obligations from Licensee to Merang, any stored data will be released immediately if Licensee so desires. Merang may terminate this Agreement forthwith upon any fundamental breach hereof or Default (as defined in Paragraph 2.0.4 below) by Licensee as provided herein. Upon such termination, all amounts then owing to Merang by Licensee shall immediately become due and payable.

**2.0.4 Default:** The following shall each constitute a default ("Default") by Licensee under this Agreement: (i) non-payment on the date due for such payment of any sum required to be paid by Licensee under this Agreement; (ii) breach by Licensee of any terms or provisions of this Agreement; (iii) any misuse by Licensee or its staff, agents, or contractors of the Merang TravelOffice system; (iv) any assignment by Licensee for the benefit of creditors, the failure or inability of Licensee to meet its financial obligation generally as they become due, the appointment of a receiver, the

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filing by or against Licensee of a petition in bankruptcy, the filing of a petition for reorganization, dissolution, or liquidation of Licensee or the Licensee's business under any bankruptcy law or any similar legislation; or (v) any other act or omission by Licensee in furtherance of the foregoing.

- 2.0.5 Cessation of Business:** If Licensee voluntarily ceases or decides to cease to do business as contemplated by this Agreement, it shall so inform Merang, and shall give Merang not less than thirty (30) days' written notice of such cessation. Upon any cessation of business, whether voluntary or otherwise, all monies owing to Merang by Licensee as at the date of Licensee's cessation of business as provided for herein shall be due and payable to Merang as of such date.
- 2.0.6 Entire Agreement:** This agreement, together with any Schedules incorporated herein and any changes hereto that may from time to time be made in accordance with the provisions hereof, constitutes the entire agreement between Licensee and Merang with respect to the subject matter hereof, and supersedes and cancels any prior representations and negotiations, whether verbal or written, between Licensee and Merang with respect to the matters to which this Agreement refers. Except as may be explicitly provided in this Agreement, this Agreement shall not be changed or altered except with proper notice, in writing, and with the consent of both Merang and Licensee.
- 2.0.7 Notice:** All notices required under this Agreement shall be in writing, and shall, in the case of Merang, be directed to:

Attention: Merang TravelOffice  
Merang.com Travel Inc.,  
100 Upper Madison Avenue, Suite 2003,  
North York ON M2N 6M4  
Fax: 1-866-300-3137  
e-mail: info@merang.com

In the case of Licensee, notices shall be directed to the address and contact information provided herein. If not hand delivered, notices shall be sent by (i) electronic mail, (ii) facsimile, or (iii) prepaid registered mail. If hand delivered, notices shall be deemed delivered upon receipt by the recipient. If sent by electronic mail or facsimile, notices shall be deemed delivered on the first business day following transmittal. If sent by prepaid registered mail, notices shall be deemed delivered on the fourth business day following the date of mailing. Either Merang or Licensee

may change in physical, telephonic, or electronic address(es) for notices by notifying the other party of the new information in accordance with the provisions of this section.

- 2.0.8 Severability:** Each provision of this Agreement is intended to be severable if required. If such provision shall be found or deemed to be illegal or invalid, the remainder of this Agreement shall not be affected thereby.
- 3.0.0 No Waiver:** No failure by either Merang or Licensee to exercise or fully exercise, and no delay by either of them in exercising or fully exercising, any right or remedy under the terms of this Agreement shall constitute a waiver of such right or remedy. The remedies provided for in this Agreement are cumulative and may be exercised successfully or concurrently to the extent permitted by law.
- 3.0.1 Assignment:** Licensee shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Merang, provided that Merang shall not unreasonably withhold such consent. Merang may assign this Agreement or any of its rights or obligations thereunder at any at any time without consent of Licensee.
- 3.0.2 Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein.
- 3.0.3 Language:** In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders. Unless expressly indicated, all monetary amounts in this Agreement are in Canadian funds. The headings and paragraph titles in this Agreement are included solely for convenience, are not intended to be full or accurate in descriptions of their respective, or any, portions of the Agreement, and shall not be considered to form part of the Agreement. Time is of the essence in this Agreement. The parties to this Agreement have expressly agreed that it be drafted in English.
- 4.0.0 Privacy Policy:** Merang takes your privacy seriously. Please read the following to learn more about our privacy policy. This policy exists in order to protect your privacy and to comply with the Personal Information Protection and Electronic Documents Act (Canada), Personal Information Protection Act (Alberta) and Personal Information Protection Act (British Columbia).

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**4.0.1 What this Privacy Policy Covers:** This privacy policy covers Merang's treatment of personally identifiable and transaction information that Merang collects when you are on the Merang site or when you use the Merang TravelOffice system. Merang does not share any personally identifiable information or specific transaction information with other parties. This policy does not apply to the practices of companies that Merang does not own or control or to people whom Merang does not employ or manage.

**4.0.2 Information Collection and Use:** Merang collects personal or company identifying information when you register for a Merang TravelOffice system account. Merang also collects personal or company identifying and transaction information input by you (including your employees or contractors) when using the Merang TravelOffice system or other Merang software products. The only information collected is that which is required for secure operation or processing by the Merang TravelOffice system. Once you register with Merang and sign in to our services, you are not anonymous to us. Merang uses information to (i) ensure secure operation of the Merang TravelOffice system (including related software products); (ii) process and store transaction information entered by you (or your employees or contractors) and generate reports for you; (iii) generate statistical and aggregated data that does not identify you personally; (iv) customize the advertising you see; (v) fulfill your requests for certain products or services; and (vi) contact you about specials and new products.

**4.0.3 Information Sharing and Disclosure:** Merang will not sell or rent your personal or company identifying information or your transaction information to anyone. Merang may send personal or company identifying information about you or your transaction information to other companies when: We explicitly have your consent to share the information; We need to send the information to companies who work on behalf of Merang to provide a product or service to you. (Unless we tell you differently, these companies do not have any right to use the personal or company identifying information we provide them beyond what is necessary to assist us); We respond to subpoenas, court orders, legal process, or We are otherwise authorized or required by law; or We find that your actions violate the Merang License Agreement.

In all other circumstances, when we disclose any of your information to a third party it will

generally be in the form of aggregated statistical data that doesn't identify you individually. This non-identifying information includes, for example, the purchasing patterns, trends, preferences, and other collective characteristics of our users or their customers, and serves to help us, our business partners, affiliates and others evaluate and tailor our communications, advertisements, products, services, and general business practices.

You may request deletion of your Merang account by contacting us at [info@merang.com](mailto:info@merang.com).

**4.0.4 Changes to this Privacy Policy:** Merang may edit this policy from time to time. If we make any substantial changes we will notify you by posting a prominent announcement.

**4.0.5 Questions or Suggestions:** If you have any questions or suggestions in regard to our privacy policies, please send an e-mail to [info@merang.com](mailto:info@merang.com).

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## SCHEDULE A – FEES AND TERM

### **Merang TravelOffice system:**

The Merang TravelOffice system consists of two modules:

- (i) Invoice Management System; and
- (ii) Back-Office Management System.

This Schedule A is incorporated into and forms part of the License Agreement (the “Agreement”) between Merang and the Licensee (“Licensee”). All capitalized terms not defined in this schedule are as defined in the Agreement.

### **Term of Agreement:**

The term of this Agreement shall be for an initial period determined by the Licensee, as indicated in the “Licensing Fees” section of the Merang TravelOffice License Acceptance Form (the “Acceptance Form”), commencing on the date specified in the “Payment Details” section of the Acceptance Form hereof (“Term”). This agreement shall be renewed automatically for successive terms, unless terminated in accordance with the provisions hereof.

### **Fees:**

Licensee shall pay to Merang a monthly fee in the amount agreed by the Licensee, as indicated in the “Licensing Fees” section of the Acceptance Form. Licensee may take advantage of the reduced annual fee rate by paying for each year of the Term or successive renewal terms in advance, in which case Licensee shall instead pay to Merang a non-refundable annual fee in the amount determined by the Licensee, as indicated in the “Licensing Fees” section of the Acceptance Form. All dollar amounts herein are in Canadian funds, unless otherwise indicated. All applicable taxes are in addition to the indicated fee amounts.

### **Payment Options:**

Licensee shall pay Merang the amount payable, in advance, as indicated in the “Payment Details” section of the Acceptance Form. Payment may be made by credit card or cheque (payable to “Merang.com Travel Inc.).

- (i) **Monthly Payments:** Payments are due on the first of every calendar month of the Term. Payments by credit card will be charged on or about the first of every calendar month of the Term.
- (ii) **Annual Payments:** Payments by cheque for the first year are due on the date of the License Agreement. If paying by cheque, Licensee will be invoiced for the second and subsequent years of the Term. Payments by credit card will be charged on or about the date of this License Agreement, and on or about each anniversary of said date for the second or subsequent years of the term.

### **Training:**

Merang shall provide to Licensee, at Licensee’s request and expense, not less than two (2) days of training about the Merang TravelOffice system by a qualified trainer (the “Initial Training”) or by sending a “User Guide” and providing online training. Licensee agrees to pay to Merang the costs, if any, charged by Merang for expenses related to travel or accommodation of training staff falling outside of the normal area of operation of Merang.