

## API AGREEMENT

This API Agreement, ("Agreement"), is made this day on 06 January 2024 (the "Effective Date")

OGGO SISTEM TEKNOLOJI and Licensee shall collectively be referred to as "Parties" and individually as "Party".

### **WHEREAS:**

A. The Licensee is engaged in the business of providing various travel technology solutions to its customers.

B. The Parties have agreed that OGGO shall grant access to the Licensee its Application Programming Interface ("API") on a non-exclusive basis, only for the purposes of making hotel, flight, cruises and other ancillary and travel related bookings on the terms and conditions set out herein.

C. The Parties now wish to enter into the Agreement to set out the terms and conditions that will govern the rendering of the API.

### **1. DEFINITIONS**

1.1 "Application Programming Interfaces" or "API" means OGGO technology, which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. API shall include any future, updated or otherwise modified version(s) thereof furnished by OGGO (in its sole discretion) to Licensee.

1.2 "Documentation" includes, but is not limited to programmer guides, CDs, manuals, materials, and information appropriate or necessary for use in connection with the API.

1.3 "OGGO Products" mean and includes Hotels, Flights, Cruises, Car Rentals, Tours & Transfers, and all other ancillary travel/travel-related services that OGGO offers through its API.

1.4 "Look to Book ratio" refers to the ratio which indicates number of searches that are conducted by the Licensee for one purchase from the System.

1.5 "System" refers to OGGO's proprietary API and booking platform that allows for searches and bookings to be made.

1.6 "Software" shall mean OGGO's proprietary software application(s), and shall also include the source code, object code and related documentation.

### **2. GRANT OF LICENSE.**

Subject to the terms of this Agreement, OGGO hereby grants Licensee a limited, nonexclusive, non-transferable, royalty free license (without the right to sublicense) to use the API solely for the purpose of Licensee's access to OGGO products referenced in the API and for which the API was provided. Licensee shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any third party or incorporate the API in any software, product, or technology.

### **3. PAYMENT TERMS**

The payment terms for the grant of API between OGGO and the Licensee for the respective OGGO Products and the accompanying individual terms are contained in the Annexures.

#### **4. OTHER RIGHTS AND LIMITATIONS.**

##### **4.1 Copies.**

Licensee may copy the API only as necessary to exercise its rights hereunder; provided, however that Licensee may also make one (1) copy for back-up purposes and any reproduction of the API must be marked with the proprietary notices provided on the original API.

##### **4.2 No Reverse Engineering.**

Licensee shall have no rights to any source code for any of the software in the API, except for the explicit rights to use the source code as provided to Licensee hereunder. Licensee may not reverse engineer, decompile, modify or disassemble the API or otherwise reduce the API to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by this Agreement or applicable laws.

##### **4.3 No right to sub license.**

All rights not expressly granted are reserved by OGGO and, except as expressly set forth herein, no license is granted by OGGO under this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property right of OGGO. Nothing herein shall be deemed to authorize Licensee to use OGGO's trademarks or trade names in Licensee's advertising, marketing, promotional, sales or related materials. OGGO reserves all rights not otherwise expressly granted in this Agreement.

##### **4.4 Nonassertion By Licensee.**

Licensee agrees not to assert any patent rights related to the API against OGGO. Licensee shall not make, use, sell, offer for sale, or import any products or technology developed using the API.

##### **4.5 Non-replication**

Licensee's Applications shall not substantially replicate products or services offered by OGGO.

##### **4.6 Monitoring**

Licensee agrees that OGGO may monitor the use, availability, performance, or functionality of the Licensee's use of the API for any benchmarking purposes.

##### **4.7 Use and Ownership of Data**

Licensee agrees that all such data generated through the use of the API shall belong to and be stored by OGGO.

##### **4.8 Technical Limitations**

Licensee will respect and comply with the technical and policy-implemented limitations of the API and the restrictions of this Agreement. Without limiting the foregoing, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing an API.

#### **4.9 Misuse**

Licensee shall be solely responsible for the use of the System and all bookings made on it. Licensee shall be precluded from denying its liability to make payment to OGGO on account of and arising from any misuse, breach, damage, cyber-crime, cyber-attack, misrepresentation, loss of credentials, impersonations and or any other such act that results in a violation of the use of the API

#### **5. PENALTIES**

Licensee shall liable to pay such penalty as maybe defined by OGGO for each instance of violation of the defined Look to Book ratio as mentioned in the Annexures to this Agreement. Licensee agrees that this violation shall be separate from the cost and consequences for the breach of any of the other terms as mentioned herein. Licensee shall use the API in such manner as always to maximize the Look-To-Book ratio. OGGO may upon monitoring such use define such fixed Look-to-Book ratio to prevent misuse and breach of the terms contained herein.

#### **6. OWNERSHIP**

As between OGGO and Licensee, OGGO shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the API and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and Licensee hereby irrevocably transfers, conveys and assigns to OGGO all of its right, title, and interest therein. OGGO shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections with respect thereto. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title or ownership to the API, but only a right of limited use under the terms and conditions of this Agreement.

#### **7. MODIFICATIONS**

Licensee acknowledges and agrees that OGGO may modify this Agreement, the Services, the API, and the Privacy Policy, from time to time (a "Modification"). Licensee will be notified of a Modification to this Agreement, through notifications. Licensee further acknowledges and agrees that such modifications may be implemented at any time and without any notice to Licensee. Licensee shall, within thirty (30) days from the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the "Conformance Period") comply with such Modification(s) by implementing and using the most current version of the API and making any changes to Applications that may be required as a result of such Modification(s). OGGO shall have no liability of any kind to Licensee or any user of Licensee's site or applications with respect to such Modifications or any adverse effects resulting from such Modifications. Licensee's continued access to or use of the API following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

#### **8. SUPPORT**

OGGO shall provide necessary support for the API under this Agreement. OGGO shall provide updates, upgrades, bug fixes or modifications to the API as required at periodic intervals.

#### **9. CONFIDENTIALITY**

9.1 The API contains valuable proprietary information and trade secrets of OGGO that remain the property of OGGO. Licensee shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.

9.2 Licensee shall not disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of OGGO. Any press release or publication regarding this Agreement is subject to prior review and written approval of OGGO.

## **10. NO WARRANTY**

the api and documentation are provided "as-is" without any warranty whatsoever. to the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed. no advice or information, whether oral or written, obtained by licensee from OGGO or through or from the api shall create any warranty not expressly stated in this agreement. OGGO does not warrant that the api and documentation are suitable for licensee's use, that the api or documentation are without defect or error, that operation will be uninterrupted, or that defects will be corrected. further, OGGO makes no warranty regarding the results of the use of the api and documentation.

## **11. LIMITATION OF LIABILITY**

licensee's use of the api is at its sole risk. licensee will be solely responsible for any damage to the computer system or loss of data that results from the download or use of the api. to the maximum extent permitted by applicable law, in no event shall OGGO or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation damages for loss of business profits or revenue; business interruption or work stoppage; computer failure or malfunction; loss of business information, data or data use; loss of goodwill; or any other pecuniary loss) arising out of the use of or inability to use the api or the provision of or failure to provide support services, even if OGGO has been advised of the possibility of such damages. to the maximum extent permitted by applicable law, in no event shall OGGO be liable for any direct damages whatsoever arising out of the use or the inability to use the api.

## **12. INDEMNITY**

Licensee agrees to indemnify and hold harmless OGGO and its subsidiaries, affiliates, officers, partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Licensee's use of the API, Licensee's connection to the API, Licensee's violation of these terms.

## **13. TERM AND TERMINATION**

13.1 This Agreement will terminate automatically if the Licensee fails to comply with any of the terms and conditions of this Agreement and Licensee will be liable to OGGO for damages or losses caused by its noncompliance. The waiver by OGGO of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

13.2 Either Party shall have the right to terminate the Agreement, upon thirty (30) days written notice to the other Party.

13.3 Upon termination of this Agreement, Licensee will immediately cease using the API, and Licensee agrees to destroy all adaptations or copies of the API and Documentation or return them to OGGO upon termination of this License.

13.4 OGGO shall have the right to audit Licensee's use of the API in conjunction with this Agreement, and Licensee shall provide reasonable assistance for this purpose.

13.5 The rights of OGGO and the obligations of the Licensee contained in this Agreement shall survive any expiration or termination of this Agreement.

## **14. MISCELLANEOUS**

### **14.1 ASSIGNMENT**

Licensee may not assign this Agreement, or any interest or rights granted hereunder to any third party without the prior written consent of OGGO. A change of control or reorganization of Licensee pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon occurrence of any prohibited assignment.

### **14.2 WAIVER**

No failure by either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver of a breach in a situation shall be held to be a waiver of any other or subsequent breach.

### **14.3 FORCE MAJEURE**

In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, pandemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the declaring Party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

### **14.4 SEVERABILITY.**

If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of this Agreement will remain in force.

### **14.5 GOVERNING LAW.**

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of Dubai without regard to any principles of conflicts of laws thereof. OGGO retains the right to institute legal proceedings in any other such country of residence or operation.

### **14.6 ENTIRE AGREEMENT.**

This Agreement along with the Annexures represents the complete agreement concerning the API and may be amended only by a writing executed by both Parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.