<div align="center">**SOFTWARE LICENSE AGREEMENT**</div>

This Software License Agreement (" **Agreement** ") is executed on this **22-Apr-2021** (" **Effective Date** ").

By and Between

InterGlobe Technology Quotient Private Limited , a company incorporated under the Companies Act 1956, having its registered office address at InterGlobe Technology Quotient Pvt. Ltd., Third Floor, Dr. Gopal Das Bhawan, 28, Barakhamba Road, New Delhi – 110001, India. and its operational office at 6th Floor, Tower 6, Candor Techspace, Sector – 48, Tikri (SEZ), Gurugram – 122018, Haryana, India (hereinafter referred to as the " **Licensor** ", which expression shall unless excluded by or repugnant to the subject, context or meaning thereof mean and include its successors and assigns) of the First Part;

GLUF LINK SERVISES , a company incorporated under the Indian Companies Act, having its registered offices at **s** (hereinafter called "**Licensee**" , which expression shall unless repugnant to the context or meaning hereof, mean and include its successors and assignees) of the Other Part.

WHEREAS:

A. ITQPL is engaged in the business of distribution of Galileo GDS and other software products, including Travelport uAPI, owned and operated by Travelport International Operations Limited ("**Travelport**") in India; andLicensee is engaged in the business of operating a travel agency;

B. ITQPL and the Licensee are parties to the Letter Date dated **03-Apr-2021** (hereinafter collectively referred to as the " **Subscriber Agreement** ") pursuant whereof ITQPL has provided the Licensee with access to the Galileo System on the terms and conditions contained in the said Subscriber Agreement; and

C. The Licensee has now requested ITQPL to provide the Licensee with access to the Travelport uAPI which will be used by the Licensee in conjunction with the Galileo System and ITQPL has agreed to grant to the Licensee, a limited right to access and use the Travelport uAPI, on the terms and conditions contained in this Agreement.

NOW THEREFORE , in consideration of the premises and the mutual covenants of this Agreement, the Parties hereto agree as follows:

1. **Definitions**

   In this Agreement, the following terms shall have the following meanings:

   " **Authorised Application** " means the certified portal, front end, mid office or back office applications developed by consuming the licensed Travelport UAPI.

   " **Certification Fee** "has the meaning set out in Appendix I.

   " **Charges** " means the charges and fees, including the Certification Fee and the Licensed API Charges, as set out in this Agreement and/or any additional terms and conditions asapplicable and any further charges and fees that may be payable by the Licensee to ITQPL under this Agreement.

" **Confidential Information** " means any and all information of ITQPL, Travelport or its/their affiliates, group companies, associates, subsidiaries, partners, principals, etc. which the Licensee is provided with or comes in contact with (prior to the execution or after the execution of this Agreement) or creates during the term of this Agreement, whether written, oral, documentary, pictorial, in machine readable form or by observation by the Licensee, including but not limited to Licensed API, Authorised Applications, any operating and technical documentation relating to the features, functions and operation of the Licensed API, Authorised Applications provided by ITQPL, as amended from time to time, all software provided with all algorithms, methods, techniques, flow charts, architecture, diagrams, algorithms and/or information contained or stored in the Licensed API or Authorised Applications or its source code or object code and processes revealed or utilized therein which is marked proprietary, confidential, or the equivalent, or which ITQPL or Travelport indicates in writing or verbally at the time of transmittal to the Licensee, or which by the nature of the circumstances surrounding disclosure ought to be treated as, confidential or any information that anyone receiving such information including the Licensee, may reasonably consider as proprietary, confidential or the equivalent. Confidential Information also includes (i) notes, extracts, analyses or materials, which are copies of or derivative works of any Confidential Information, or from which the substance of the Confidential Information can be inferred or otherwise understood, and (ii) the existence and the contents of this Agreement. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the recipient of such information; (ii) the recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iii) is independently developed by the recipient without access to Confidential Information.

" **Licensed API Charges** " means the charges for use and access of the Licensed API as more particularly detailed in the Product Schedule annexed herewith as Appendix I.

" **End-User** " means an employee or agent of Licensee who can use and access the Licensed API by using an individual login or sign-on identity to make bookings for his/her professional needs.

" **Fixed Date Shopping** " provides the ability to search for a set of travel options for fixed, specified dates.Each single search request returns a range of Results.Licensee may select the tier level in Appendix I to determine the desired range of Results returned and will be charged accordingly.

" **General Message** " means any Message other than a Fixed Date Shopping and Flex Shopping Message.

" **Message** " means any inquiry, request, command or other transaction with the Galileo System or a Licensed API generated by Licensee (including General Messages, Fixed Date Shopping Messages and Flex Shopping Messages), whether generated manually or by way of an automated program, but excludes messages relating to: (i) printer acknowledgments or answer backs; (ii) global reference system entries (HELP and INFO); and (iii) navigation messages beginning with "m" (e.g., Move Up/Move Down (MU, MD) entries). ITQPL will determine the number of Messages based solely on its books and records.

" **Permitted Purpose** " means the obtaining of information via the Licensed API, about schedules, fares, seat availability and other services of vendors, the making of bookings which are not speculative, fictitious, duplicative or made solely for the purpose of achieving productivity-based segment objectives in respect of such services, and any other use as set out in the API documentation.

" **Results** " means the number of itinerary options returned in a single search request, as selected by Licensee.

" **Third Party Product** " means any product (whether hardware of software) or service that is not provided by ITQPL and is used by the Licensee for the Licensed API or in conjunction with, or is affected by the Galileo System.

" **uAPI** " or " **Universal API** " means the application programming interface and connectivity tools, as more particularly detailed in the Product Schedule annexed herewith as Appendix I, that enables the Licensee to access, shop and book travel from multiple sources using the Authorised Application being rendered through uAPI and which is marketed as the Travelport Universal API™ as such product may be modified from time to time.

" **uAPI Segment** " means a reservation that is made directly via the uAPI to access content in the Galileo System. ITQPL will determine the number of uAPI Segments booked by the Licensee from its books and records.

2. Grant of Access

2.1 Subject to the terms and conditions of this Agreement, ITQPL hereby grants to Licensee a limited, non-exclusive, non-transferable, non-assignable, revocable right to install, access and use uAPI's selected by the Licensee (collectively the " **Licensed API** ") along with the Authorized Application and to allow End-Users to use and access the Licensed API's for the Permitted Purpose and in accordance with the terms and conditions contained herein. The Licensee's rights are limited to the Licensed API and are personal to Licensee. This Agreement does not authorize the Licensee to use any other Travelport or ITQPL products or technologies including the developer tools of the Licensed API unless clauses 4.1, 4.2 and 4.18 are complied with.

2.2   The rights granted to the Licensee under this Agreement are all subject to the Licensee having the legal right to access the Galileo System under the Subscriber Agreement and only using the Licensed API and uAPI with the Galileo System.

3. Licensed API Charges

3.1 In consideration of the grant of access of the Licensed API pursuant to clause 2.1 above, the Licensee shall pay to ITQPL the Charges. The Charges shall be determined on the basis of theproducts and options that the Licensee wishes to avail in accordance with the terms contained herein.

3.2 The Charges are expressed exclusive of any applicable tax, for which the Licensee shall be additionally liable. All Charges will be paid in Indian Rupees. The dollar conversion rate will be the rate published by the Reserve Bank of India on the date of issuance of the invoice.

3.3 With respect to the Licensed API, ITQPL will invoice the Licensee for the applicable fees the first day of the calendar month following the date that implementation is completed at the first pseudo city code assigned to each respective Licensed API and subsequently on a monthly basis.

3.4 ITQPL shall invoice the Licensee for the Charges monthly in advance, which invoice shall be payable within thirty (30) days of the date of the invoice.

3.5 In the event the Licensee disputes any invoice then the Licensee must notify ITQPL in writing

within 20 days of receipt of the invoice. The Licensee waives any right to dispute the invoice after such period has expired.

3.6 If the Licensee fails to pay in full on the due date any amount which is payable to ITQPL pursuant to this Agreement without prejudice to anything contained in the Subscriber Agreement or any other remedy available to ITQPL under law or equity, the amount outstanding shall bear 18% interest, both before and after judgment, from the due date for payment until the date of payment.

3.7 ITQPL may set off the Charges owed by the Licensee against any sums due or payable by ITQPL to the Licensee under any agreement between the parties. Further, ITQPL may with-hold any payments due to the Licensee in connection with the Licensee's business against any outstanding sums owed by the Licensee to ITQPL.

3.8 Notwithstanding anything to the contrary contained herein, the Licensee agrees that in the event the Licensee fails to pay the Charges for a period of two (2) months or more, ITQPL shall have the right to remove access to the Licensed API from the Licensee without any prior intimation to the Licensee.

3.9 Any other services or products required by the Licensee for which Charges are not expressly listed in the Appendix I shall be charged by ITQPL at its rates prevailing when the service or product is supplied.

3.10 ITQPL shall have the right to introduce, change or increase any Charges at any time provided that not less than 60 days' prior written notice is given to the Licensee, or on such lesser notice period as may be specified elsewhere in this Agreement.

4. **Rights and Obligations of Licensee**

4.1 Licensee may use the Licensed API only for the Authorised Application(s) and for the Permitted Purpose.Licensee will not, without prior consent, allow any third party to have access to the Licensed API, or cache any data accessed through use of the Licensed API or transfer or redistribute to any third party any data, or copy of any data, accessed through use of the Licensed API.Should the Licensee allow a third party developer to access and use the Licensed API on Licensee's behalf, even if permitted by ITQPL, Licensee waives the right to assert any claim against ITQPL related to such third party's access and will indemnify and hold ITQPL harmless from all liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or related to such third party developer's access and use of the Licensed API. ITQPL may withdraw its authorisation to allow a third party developer's access to the Licensee's Licensed API credentials upon 90 days prior written notice to the Licensee.

4.2 In using the Licensed API, the Licensee shall not copy, store, archive, republish, sell, or create a database of data or information obtained via the Licensed API or Authorised Application, in whole or in part, directly or indirectly, except that an Authorised Application may store such data or information in a secure, non-public, temporary cache, for a period not to exceed sixty days, solely for the purpose of using such data or information to carry out a specific End-Userrequested action. Further, the Licensee shall not make any copies of the Licensed API or any part thereof including any documents relating to it (except as is reasonably necessary for security purposes or as required to be

permitted by applicable law and provided that the Licensee reproduces and includes on all such copies any copyright or trade mark notices or any other indication of the rights of Travelport (or any of its group companies or the licensor). Such copies shall be the property of ITQPL and shall be also be subject to the terms and conditions contained in this Agreement.

4.3 The Licensee agrees that ITQPL (either by itself or through a third party) has the right to evaluate each website and/or application at any time, to certify that it conforms to various requirements with respect to the impact on the Galileo System and that ITQPL may charge a Certification Fee for the same. If the Licensee requests for a change or any new integrations or addition of an Authorised Application with its existing Authorised Application, then ITQPL will have the right to re-perform its certification tests and charge an additional Certification Fee.

4.4 Unless specifically permitted under this Agreement, the Licensee may not without the prior written consent of ITQPL, modify, enhance, reverse compile or adapt or alter the whole or any part of the Licensed API (except to the extent that such activities are required to be permitted by applicable law) or permit the whole or any part of the Licensed API to be combined with or incorporated in any other computer program or software.

4.5 The Licensee acknowledges that its, and the End-Users', use of Licensed API requires the use of the Licensee's own internet communications connection and equipment. The Licensee shall be responsible, at its cost, for selecting, obtaining, installing, supporting, maintaining, and configuring all components of such connection and equipment and End-User access. Further, the Licensee will maintain the minimum hardware and software requirements as specified by ITQPL for installing the Licensed API's and shall not access the Licensed API by any means other than through the interfaces that are provided or approved by ITQPL.Any Third Party Products being used by the Licensee shall be its sole responsibility and any support or assistance provided by ITQPL in connection with such Third Party Productsat Licensee's request shall be entirely at the Licensee's risk and ITQPL shall have no liability to the Licensee with respect to such support or assistance.

4.6 If a Licensee's use of a Third Party Product adversely affects the use of the Licensed API by any other party, then ITQPL may require that the Licensee discontinue its use of such Third Party Product until the Licensee can demonstrate that it has resolved the adverse effect.

4.7 Licensee represents that it is authorized to make reservations and book the content of those travel suppliers in the air content hub (ACH), rail content hub (RCH) and any other content hub available via the Licensed API and selected by Licensee.ITQPL has the right to evaluate Licensee's credentials to book such travel supplier and refuse access to Licensee should Licensee's credentials not be validated to ITQPL's reasonable satisfaction.

4.8 The Licensee will not alter, obscure, remove, conceal or otherwise interfere with any eye-readable or machine-readable marking on the Licensed API or its packaging, as applicable which refers to Travelport as author or developer of the Licensed API or otherwise refers to Travelport's copyright or other intellectual property rights in the Licensed API.

4.9 The Licensee shall, at all times, use the Licensed API properly and in accordance with instructions for use issued by ITQPL.

4.10 The Licensee shall not, either during the term of the Agreement and/or upon expiry or

termination of the Agreement, either by itself or through any subsidiary or agent or otherwise, use, license, sub-license, market, distribute or otherwise deal with any of the Licensed API (in whole or in part) except to the extent permitted by the applicable law or develop any software or have any software developed through use of any Confidential Information supplied to it by ITQPL, or in any other way obtained by the Licensee pursuant to thisAgreement.

4.11 ITQPL may, from time to time provide new releases, enhancements or modifications of the Licensed API and the Licensee shall install such new releases, enhancements or modifications and implement the same within 10 business days of delivery of the same by ITQPL.From the implementation date of any new release, theterms and conditions of this Agreement shall apply to that new release and the Licensee will discontinue using the superseded release. New terms and conditions may apply to the new release.

4.12 The Licensee shall ensure and be responsible for compliance of this Agreement by the End-Users. The Licensee acknowledges and agrees that the Licensee shall be responsible for all acts and omissions of each End-User in its use or access of the Licensed API's.The Licensee shall be responsible for any loss, damage, expense, claim or cost that the Licensee or ITQPL may suffer as a result of the Licensee's or the End –User's usage of the Licensed API.

4.13 Licensee will take all reasonable precautions to prevent any unauthorized use of the Licensed API.Licensee will prohibit each of its End-Users from sharing their log-on credentials with any third party.

4.14 The Licensee undertakes during the continuance of this Agreement at its own expense to establish and maintain reasonable and appropriate safeguards against the destruction, loss or unauthorised alteration of the Licensed API, and shall institute reasonable security and disaster recovery procedures (including, but not limited to, the adoption of a security firewall and anti-spyware protection up-to-date virus protection procedures and software or any such items as may be requested by, or provided by, ITQPL from time to time) to restrict the destruction, corruption or unauthorised access to the Licensed API, data and data files.

4.15 If the Licensee allows any End-Users to access the Licensed API from a remote location (" Remote Users "), then in addition to the terms set forth in this Agreement, the following shall apply:
   a. the Licensee shall ensure that each Remote User secures the appropriate hardware and software necessary to access the Licensed API in accordance with any applicable manuals or specifications provided by ITQPL or API documentation;
   b. unless otherwise agreed in writing with ITQPL, the Licensee shall be responsible for:
       i. obtaining, installing, supporting and maintaining the applicable software;
       ii. training each of its Remote Users;
       iii. obtaining, installing and configuring its selected browsing and e-mail packages. ITQPL will not provide Remote Users with any training or support with regard to browsing or e-mail packages; and
       iv. any security breaches and/or any unauthorised access of the Licensed API attributable to the remote access facility.

4.16 The Licensee acknowledges that in its use of the Licensed API it shall comply with all laws, regulations, rules, orders or directives that relate to its use of Licensed API.

4.17 The Licensee will permit any duly authorised representative of ITQPL upon reasonable prior

notice to enter into any of its premises where any the Licensed API or any materials relating thereto are stored for the purpose of ascertaining compliance with the provisions of the Subscriber Agreement and/or this Agreement.

4.18 ITQPL may, at the request of the Licensee, provide the Licensee with a software development kit (" **SDK** ") of Travelport to assist the Licensee in integrating certain functionality of the Licensed API(s) into Authorised Applications. By installing, accessing or otherwise using the SDK the Licensee agrees with and accepts the terms of the SDK License Agreement. The terms of the SDK are available at https://www.travelport.com/sdk-license-agreement

4.19 The Licensee shall sell or subject any part of the Galileo System, Licensed API or Software to any lien, pledge, mortgage, charge or other encumbrance. The Licensee shall not assign or sub-license the License API, whether voluntarily or involuntarily , in whole or in part, to any third party.

4.20 The Licensee understands, agrees and acknowledges that the Licensed API is Travelport's standard offering being offered through ITQPL. If Licensee downloads the additional features and functionality from the Travelport download site, which is accessible only through use of the login information provided by Travelport, then the Licensee will be liable to pay such fees for the additional features and functionality, effective from the date of download, as may be applicable.

4.21 The Licensed API's may be updated, enhanced or modified from time to time without requirement of any prior notice or consent from the Licensee. The Licensee shall be migrated to the new Licensed APIs and all reasonable endeavors will be made to cause minimum disruption to the Licensee due to such migration.

4.22 The Licensee understands, agrees and acknowledges that the content available on the Licensed API and the Charges and/or Certification Fees for accessing such content and for utilizing the Licensed API's are provided by Travelport and are subject to change from time to time at Travelport's sole discretion. The Licensee agrees that the Licensee shall be responsible for verifying the respective content and the Charges and/or the Certification Fees for various services and options available on the Licensed APIs (including for Messages, General Messages, Flex Shopping Messages, Fixed Date Shopping Messages etc.) or the Authorised Applications from time to time, from the URLs specified under Appendix- I, and shall be liable to pay the then existing Charges and/or Certification Fees to ITQPL. ITQPL shall not, under any circumstances, have any liability to the Licensee arising out of, or as a result of, any such change in the content available on the License API or the Authorised Applications or the variance in the Charges and/or Certification Fees and the Licensee's omission or failure to verify the same.

4.23 The Licensee agrees, understands and acknowledges that the Licensed API belongs, and will belong, to Travelport, its affiliate or subsidiary companies, or its licensors, as the case may be and therefore, Travelport shall at all times have the right to:
   a. limit and/or interrupt access to the Licensed API by Licensee in order to carry out scheduled or unscheduled maintenance work or to modify or update the Licensed API.ITQPL will make all reasonable endeavours, when possible, to provide prior notice of scheduled maintenance, modification or updates to the Licensed API to the Licensee; and
   b. maintain and make updates to the Travelport content hub pricing table via an agency administrative portal accessible by Licensee.This table may be modified no more than once per month effective on the first day of the following month without prior notice to or consent from

Licensee.

5. Rights and Obligations of ITQPL

5.1 ITQPL shall provide a standard help desk support to the Licensee for the Licensed API. ITQPL reserves the right to provide support relating to the Licensed API via online tutorials, online messaging, email, or via remote access.

5.2 ITQPL may monitor or test the proficiency levels of the End-Users personnel permitted to use the Licensed API and ITQPL may in its sole discretion, provide suitable training to the End-Users at Licensee's costs.

5.3 ITQPL shall make all reasonable commercial efforts to check the Licensed API for any viruses.

5.4 ITQPL may (at all times acting reasonably) suspend or terminate the Licensee's access to the Licensed API in the event that the Licensee is in material breach of thisAgreementand/or the Subscriber Agreement or where the actions or usage by the Licensee of the Licensed API causes or is reasonably likely to cause adverse disruption to the Galileo System, the operation of the Licensed API or content hubs and where the Licensee has not remedied the breach within 24 hours of receiving notice from ITQPL specifying the breach and requiring it to be remedied.

5.5 ITQPL may immediately suspend or limit the Licensee's access to specific vendor content if ITQPL is requested by Travelport or any vendor to do so. In such case ITQPL shall have no liability to the Licensee for any loss, cost, claim, damage, expense or other harm suffered by the Licensee as a result of such suspension or limitation.

5.6 ITQPL does not warrant that the Licensed API will work in combination with any hardware or software products or services provided by third parties or meet Licensee's unique requirements. For any third-party hardware or software listed in the API documentation as being compatible, ITQPL will undertake commercially reasonable efforts to facilitate compatibility, except where the non-compatibility is caused by a defect in the Third PartyProduct or service or from use of the Licensed API not in accordance with such API documentation.

6. Messages

6.1 All general, Fixed Date Shopping and Flex Shopping messagecharges will be measured on a calendar month basis.Licensee may not carry allowed Messages for any Message type forward or backward to any other calendar month.Licensee is not entitled to any credit against past or future Message charges for failure to use all of its allowed Messages for such Message type within a given calendar month.

6.2 ITQPL reserves the right to introduce new Message types and pricing related thereto at any time and Licensee's use of such new Message type will constitute Licensee's agreement to pay ITQPL itsthen-current applicable fees.

6.3 For purposes of facilitating system capacity planning, Licensee will provide to ITQPL a prior written notice of any event that may have a material increase on the number of Messages made by Licensee through the Licensed API, including, but not limited to, new code or changes to existing

code launched by Licensee, Licensee's entrance into new markets, or Licensee's advertising/marketing campaigns.IfLicensee fails to provide prior written notice to ITQPL, ITQPL may (i) suspend Licensee's access to the Galileo System until any system capacity issues caused by Licensee's unanticipated increase in Message volume are resolved or (ii) upgrade Licensee from its current version of the Licensed API to a premium version, if available, subject to ITQPL's then current fees and charges for such version.

7. Copyright, Patents, Trade Marks and Other Intellectual Property Rights

Licensee acknowledges that ITQPL is only the distributor and not an agent of Travelport in India and all rights and title in the Licensed API, and in the intellectual property rights in the Licensed API, and all API documentation and materials, regardless of media or format, whether registered or unregistered, anywhere in the world, belong, and will belong, to Travelport, its affiliate or subsidiary companies, or to ITQPL or the relevant third parties, as the case may be and the Licensee shall not have a right to question or dispute the ownership thereof or use such copyright, trademarks and other rights without obtaining prior consent. The Licensee has no rights in or to the intellectual property rights in the Licensed API, any API documentation and materials other than as expressly provided in thisAgreementand shall have no recourse whatsoever against Travelport or its affiliates or ITQPL or any third party.

8. Warranty and Liability

8.1 ITQPL makes no representation or warranty regarding the Licensed API or its performance or the accuracy or reliability or error freeness of the Licensed API or any information provided to the Licensee through the Licensed API and the same is made available to the Licensee on an 'as is' basis, and the Licensee hereby releases and waives any claims against ITQPL concerning the Licensed API and/or information or the accuracy or reliability or error freeness thereof.

8.2 Except to the extent that by statute liability may not lawfully be excluded in an arrangement of this nature and without prejudice to any liability arising as a result of fraudulent misrepresentation or fraudulent misstatement, any statement, representation, misrepresentation, condition, warranty or other term express or implied, statutory or other-wise, as to the quality, merchantability, suitability or fitness for any particular purpose of the Licensed API is hereby excluded and ITQPL shall not be liable to the Licensee or to any other persons by reason thereof or any duty, statutory or otherwise, for any loss or damage (whether direct or consequential) arising directly or indirectly in con¬nection with the Licensed API or any modification, variation or enhancement thereof, or any documentation, manual or training relating thereto.

8.3 ITQPL will have no liability whatsoever with respect to any Third Party Product and that ITQPL does not make any warranties, representations or undertakings in respect thereof, including but not limited to the content of any third party website which may be referred to or accessed by hypertext link with the Licensed API and the content of any such third party websites is neither endorsed nor approved by ITQPL.

8.4 Notwithstanding any other clause in thisAgreement, ITQPL shall not be liable for any unauthorised use of the Licensed API by a Licensee or third party.

8.5 The Licensee agrees to indemnify and keep indemnified and defend at its own expense, ITQPL and its respective officers, directors, employees, agents, representatives, successors, and assigns (each an "Indemnified Party" and collectively the "Indemnified Parties") against all and any costs, claims, losses, liability and/or expenses (including legal fees) incurred or suffered by the Indemnified Parties or for which the Indemnified Parties may become liable for due to (i) any failure by the Licensee or the End-Users or agents to comply with any of its obligations under this Agreement; or (ii) a breach of any representation or warranty given by the Licensee in this Agreement; or (iii) any non-compliance or violation of any applicable laws, rules, regulations, orders etc. by the Licensee or End-Users; or(iv) any infringement/violation of Intellectual Property Rights or proprietary rights arising out of the Licensee's or End-Users' use of the Licensed API including where such infringement/violation results from Licensee's or End-Users' failure to comply with the specifications or instructions of ITQPL or use of the Licensed API in conjunction with any hardware or software or modification or alteration of Licensed API by the Licensee or the End Users or any other third party.

9. **Term And Termination**

9.1 This Agreement shall be effective with effect from the Effective Date and shall continue for the term of **1 Years** of the Subscriber Agreement unless terminated earlier by either ITQPL or Licensee by giving 60 days' notice to the other party.

9.2 ITQPL may remove access of the Licensed API to the Licensee immediately on notice to the Licensee if Licensee commits a breach of this Agreement, and/or the Subscriber Agreement which breach is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days of the date of notice giving particulars of the breach and requiring such breach to be remedied.

9.3 Notwithstanding anything to the contrary contained herein, in the event of expiry or termination of the Subscriber Agreement, the Licensee's access of the Licensed API shall also automatically stand terminated.

10. **Consequences of Termination**

10.1 In the event of termination or expiration of the Subscriber Agreement or termination of this Agreement for any reason:

   10.1.1 subject to Clause 10.2, the respective obligations of each party shall automatically terminate;

   10.1.2 the Licensee shall immediately cease using Licensed API and return to ITQPL all copies, whether in whole or in part, of any software, documentation, or materials provided by or on behalf of ITQPL pursuant to thisAgreement;

   10.1.3 ITQPL shall invoice the Licensee the Licensed API Charges incurred by the Licensee for and in respect of Licensed API which invoice shall be payable immediately.

10.2 Except as expressly provided in this Agreement , termination or expiration of the access of the Licensed API under thisAgreement shall be without prejudice to the rights, remedies or liabilities of either party which have accrued prior to termination which rights and liabilities shall continue to subsist.

11. **Miscellaneous**

a. **Notices** – All notices and other communications under this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address first shown hereinabove, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Clause.

b. **Relationship** – This Agreement is entered into on principal-to-principal basis and nothing in this Agreement shall create or be deemed to create, a joint venture, partnership, or the relationship of principal and agent, between the parties.

c. **Waiver** – No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

d. **Severability** – If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, then that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of the said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

e. **Assignment** – The Licensee shall not, directly or indirectly, assign, transfer or sub-license, voluntarily or involuntarily, in whole or in part, this Agreement or any other rights granted to the Licenseeherein, including but not limited to by way of a change in control of Licensee, except with ITQPL's prior written consent.

f. **Confidentiality** – The Licensee agrees that it has, and may from time to time, have access to, or come in contact with, the Confidential Information of ITQPL, Travelport or other third parties. Further, the Licensee agrees and acknowledges that ITQPL has imparted and may from time to time impart to the Licensee certain Confidential Information relating to the Licensed API and/or the uAPI, successor or enhanced software or any documentation or marketing or support thereof (including specifications for the same) and the Licensee may otherwise obtain Confidential Information while using the Licensed API and/or the uAPI pursuant to this Agreement. The Licensee agrees that that it will use such Confidential Information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party (including to the End-Users) such Confidential Information without obtaining prior written consent from ITQPL or such other third party as ITQPL may direct. In the event of and prior to such disclosure, the Licensee shall obtain from such third parties (including the End-Users) duly binding agreements containing confidentiality obligations similar to those contained herein but in no event less than the measures taken by the recipient of the Confidential Information to protect their own information of similar nature. Further, the Licensee shall be responsible to maintain all precautions to preserve the confidentiality of the Confidential Information. The Licensee agrees that it shall assume responsibility that its authorized persons, End-Users, sub-licensees, and assignees will similarly preserve the Confidential Information against any unauthorised disclosures. The provisions of this Clause shall survive termination or expiry of this Agreement.

g. **Force Majeure –** If the performance by either party of any of its obligations under this Agreement is prevented or delayed by force majeure for a continuous period in excess of 30 days, the other party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the party so affected.

h. **Entire Agreement and Amendment -** This Agreement constitutes the entire understanding of the Parties on the said subject matter, and revokes and supersedes all prior agreements between the partieson this subject matter. This Agreement shall take precedence over any other documents that may be in conflict therewith with respect to the subject matter of this Agreement. This Agreement cannot be amended, except by a written instrument, duly executed by both the Parties.

i. **Governing Law and Jurisdiction -** This Agreement will be governed by and construed under laws of India and any disputes arising out this Agreement shall be subject to the sole and exclusive jurisdiction of courts of New Delhi.

IN WITNESS WHEREOF , the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

SIGNED AND DELIVERED
On behalf of
InterGlobe Technology Quotient Private Limited

SIGNED AND DELIVERED
On behalf of
GLUF LINK SERVISES

_____
(Authorised Signatory)

r
(Authorised Signatory)

Witness:_____
Name:_____
Address:_____
_____

Witness:_____
Name:_____
Address:_____
_____

Appendix I - PRODUCT SCHEDULE

1. **Product Name**

Travelport uAPI

2. **Product Description**

Travelport uAPI relates to Travelport's suite of online products which for the purposes of this product schedule relates only to Universal API and Web Services.

3. **Licensed API Charges**

The pricing for Licensed API will be determined on the products and options that the Licensee wishes to avail as part of each sub-license availed in accordance with this Agreement. The pricing for such products and functionality are set out below.

Certification Fees:

Fees Description	Unit Price	Billing
Universal API one-time certification fee	USD 20,000	One off fee due at the completion of the certification process

Should Licensee make any material modifications to any Authorised Application, then ITQPL has the right to re-perform its certification tests and charge Licensee an additional Certification Fee.

Universal API

Support Fees (year 1):

Fees Description	Unit Price	Billing
Universal API year 1 support fees	USD 0	Payable in the first year - invoiced annually in advance

Support Fees (year 2 and onwards):

Fees Description	Unit Price	Billing
Universal API support fees for year 2 and onwards	USD 0	Payable each year for year 2 and onwards – invoiced annually in advance

Professional Services Fees:

Fees Description	Unit Price	Billing
Professional Services Fees - per person per day	USD1,400	Payable as and when incurred

Training Fees:

Fees Description	Unit Price	Billing
Training Fees - per person per day	USD150	Payable as and when incurred

Transaction Charges - Fixed Date Shopping

Fixed Date Shopping will be charged per Message in excess of the allowed Fixed Date Message level elected by Licensee. If Flex Shopping is also elected by Licensee, Licensee's tier level for Fixed Date Shopping must be the same tier level as for Flex Shopping. Licensee may change tier level at any time but will be charged per Message in accordance with the tier level then-selected by Licensee and at the fees set forth below:

Message Type	Look-to-book ratio	Excess Transaction Charges - Per excess message	Billing
Fixed Date shopping - Tier 1 (0 to 150 Results)	45:1	USD0.010	per Message in excess of the stated allowed maximum Fixed Date Shopping Messages per uAPI Segment or any Segment generated through any other Licensed API
Fixed Date shopping - Tier 2 (0 to 250 Results)	35:1	USD0.015	per Message in excess of the stated allowed maximum Fixed Date Shopping Messages per uAPI Segment or any Segment generated through any other Licensed API
Fixed Date shopping - Tier 3 (0 to 350 Results)	25:1	USD0.020	per Message in excess of the stated allowed maximum Fixed Date Shopping Messages per uAPI Segment or any Segment generated through any other Licensed API

Transaction Charges:

Message Type	Look-to-book ratio	Excess Transaction Charges - Per excess	Billing

		message	
General Messages – Web Services	400:1	USD0.0010	per General Message in excess of the stated allowed maximum General Messages per Segment generated via Web Services; or per General Message (if no Segment is generated)
General Messages – Air Content Hub (ACH)	400:1	USD0.0010	per General Message in excess of the stated allowed maximum General Messages per uAPI Segment in the ACH; or per General Message (if no uAPI Segment is generated in the ACH)
General Messages – Rail Content Hub (RCH)	400:1	USD0.0010	per General Message in excess of the stated allowed maximum General Messages per uAPI Segment in the RCH; or per General Message (if no uAPI Segment is generated in the RCH)
General Messages – Universal API (excluding ACH and RCH Content Hubs)	400:1	USD0.0010	per General Message in excess of the stated allowed maximum General Messages per uAPI Segment (excluding ACH and RCH Content Hubs); or per General Message (if no uAPI Segment (excluding ACH and RCH Content Hubs) is generated)
Flex Shopping - Flex One Day - Tier 1 (0 to 9 Results)	From 1st transaction	USD0.010	per Flex One Day Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Flex One Day - Tier 2 (0 to 9 Results)	From 1st transaction	USD0.010	per Flex One Day Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Flex One Day - Tier 3 (0 to 49 Results)	From 1st transaction	USD0.010	per Flex One Day Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Flex One Day - Tier 3 Premium Shopping	From 1st transaction	USD0.030	per Flex One Day Shopping Message per uAPI Segment or any Segment generated through any other Licensed API

(0 to 100 Results)			
Flex Shopping - Flex More Days Tier 3 (0 to 49 Results) +/- 3 days	From 1st transaction	USD0.055	per Flex More Day Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Flex More Days Tier 3 Premium Shopping (0 to 100 Results) +/- 3 days)	From 1st transaction	USD0.060	per Flex More Day Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Weekend Tier 3 (0 to 49 Results) includes any Thursday, Friday or Saturday departure with any return on Sunday, Monday or Tuesday	From 1st transaction	USD0.050	per Flex Weekend Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Weekend Tier 3 Premium Shopping (0 to 100 Results) includes any Thursday, Friday or Saturday departure with any return on Sunday, Monday or Tuesday	From 1st transaction	USD0.055	per Flex Weekend Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Airports Tier 2 (0 to 9 Results) - up to 3 airports	From 1st transaction	USD0.015	per Flex Airport Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Airports Tier 3 (0 to 49 Results) - up to 6 airports	From 1st transaction	USD0.045	per Flex Airport Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Airports Tier 3 Premium Shopping (0 to 100 Results) - up to 3 airports	From 1st transaction	USD0.055	per Flex Airport Shopping Message per uAPI Segment or any Segment generated through any other Licensed API

Flex Shopping - Origin & Destination Tier 2 (0 to 9 Results) - up to 3 airports	From 1st transaction	USD0.015	Per Flex Origin & Destination Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Origin & Destination Tier 3 (0 to 49 Results) - up to 6 airports	From 1st transaction	USD0.045	Per Flex Origin & Destination Shopping Message per uAPI Segment or any Segment generated through any other Licensed API
Flex Shopping - Origin & Destination Tier 3 Premium Shopping (0 to 100 Results) - up to 6 airports	From 1st transaction	USD0.055	Per Flex Origin & Destination Shopping Message per uAPI Segment or any Segment generated through any other Licensed API

Content charges:

Air Content Hub-
https://support.travelport.com/webhelp/uapi/Content/Air/ACH_CarrierFunctionality/ACH_Carriers_Functionality_Table.htm

Rail Content Hub-
https://support.travelport.com/webhelp/uapi/Content/Rail/Shared_Rail_Topics/RCH_Distributor_Content_Functionality.htm

Fees description	Unit Price	Billing Frequency (Calendar Month)
Air Content Hub – SouthWest USA based carrier; distribution restrictions – North American distribution only	None	None
Air Content Hub – Air Asia (AK); Air Asia Malaysia (AK); Air Asia X (D7); Air Asia Thailand (FD); Air Asia Indonesia (QZ); AirAsia India (I5); AirAsia Zest (Z2); Thai AirAsia X (XJ); Indonesia Air Asia (XT) Distribution restrictions – Some OTA restrictions apply	Home/regional USD 1.50; away USD 3.50	Per uAPI Segment
Air Content Hub – Air Canada (AC) Distribution restrictions- All third parties must reach agreement with AC regarding display requirements.	None	None

Air Content Hub – easyJet (U2) Distribution restrictions – No distribution restrictions	GBP 0.00 to maximum of GBP 7.00 (or local currency equivalent)	Per person per uAPI Segment
Air Content Hub- Jambojet (JX) Distribution restrictions – No distribution restrictions	None	None
Air Content Hub- Jet2 (LS) Distribution restrictions – No distribution restrictions	GBP 1.00 to GBP 30.00	Per person per uAPI Segment
Air Content Hub- RyanAir (FR) Distribution restrictions – No distribution restrictions	None	None
Air Content Hub- Tigerair (TR); Tigerair Singapore (TR); Tigerair Taiwan (IT) Distribution restrictions – No distribution restrictions	SGD 2.50	per uAPI segment
Air Content Hub- Transavia (HV) Distribution restrictions- Only round trips are available to and from Egypt, Tunisia and Turkey	EUR 1.90 globally	per uAPI segment
Air Content Hub- Transavia France (TO) Distribution restrictions – No distribution restrictions	EUR 1.90 globally	per uAPI segment
Rail Content Hub – thetrainline.com (TL) UK and European Rail Distributor Distribution restrictions – No distribution restrictions	USD 4.00	per trainline uAPI Segment
Rail Content Hub – Amtrak (2V) US Rail Operator Distribution restrictions – No distribution restrictions	None	None
Rail Content Hub – SNCF (2C) French Rail Operator Distribution restrictions – No distribution restrictions	None	None
Rail Content Hub – Trenitalia (7T) Italian Rail Operator Distribution restrictions – No distribution restrictions	None	None
Rail Content Hub – BeNe (BN) Benelux based rail carrier; distribution restrictions - for distribution in Belgium, Netherlands and Luxembourg only	USD 4.00	per Bene uAPI Segment

Rail Content Hub – Nuovo Trasporto Viaggiatori (VF) Italian High Speed Private Rail Operator Distribution restrictions – No distribution restrictions	None	None

Draft

Standard - Terms and conditions on use of GDS

To,

GLUF LINK SERVISES

s

Dear Sir/Madam

Subject: Access of the Galileo System - terms and conditions thereof

This refers to your discussion with InterGlobe Technology Quotient Private Limited (ITQPL) for providing access to the Global Distribution System (GDS) called Galileo System which is owned and operated by Travelport International Operations Limited (Travelport) for making reservations/bookings from all your operations in India.

ITQPL has agreed to provide access of the Galileo System and other software products required to access or be used in conjunction with the Galileo System, as more particularly listed in Schedule A (Software) along with all relevant documents, instructions or other information including those in electronic format required for facilitating the use of the Software (Manuals) to you in consideration of the you agreeing to use the Software for making reservations/bookings from all your offices in India and subject the terms and conditions set out herein below:

1. Subscriber hereby agrees and acknowledges that the Software is owned and operated by Travelport and ITQPL is only a distributor of the Software and not an agent of Travelport and the Subscriber shall have no recourse whatsoever against Travelport or its affiliates.
2. ITQPL may, from time to time, provide new releases, enhancements or modifications of the Software and Subscriber shall install/implement the same within 5 business days of delivery of the same by ITQPL.
3. ITQPL may (whether by itself or through its appointed sub-contractors), at Subscriber request, install the Software at location(s) specified by Subscriber (**Location(s)**) to enable Subscriber to do bookings using the Software. Upon completion of such installation Subscriber shall be deemed to have accepted the Software.
4. Subscriber shall not without the prior written consent of ITQPL, (i) modify, enhance or make copies of the whole or any part of the Software or the Manuals; or (ii) permit the whole or any part of the Software to be combined with or incorporated in any other computer program or software; or (iii) reverse compile or adapt the whole or any part of the Software.
5. Subscriber shall take all precautions to prevent any unauthorised use of the Software and/or any user sign-on identity assigned to Subscriber.

6. Subscriber shall maintain and use appropriate and up-to-date virus protection procedures and software, including if any requested or provided by ITQPL and shall establish and maintain reasonable safeguards against the destruction, loss or unauthorized alteration of the Software, and shall institute reasonable security and disaster recovery procedures and shall keep ITQPL indemnified in this regard.

7. Subscriber shall access the principal display, i.e. a comprehensive neutral display of data concerning air services (and rail carriers where applicable) between city-pairs within a specified time period, for each individual transaction involving air carriers or rail carriers, as applicable and shall not manipulate data supplied by the Software in a manner that would result in the inaccurate, misleading or discriminating presentation of information to its customers;

8. Subscriber shall not make any bookings/reservations using the Software(i) without a specific customer request made in good faith, or (ii) which are abusive, speculative, fictitious or duplicative or for testing; or (iii) at fares where reasonable enquiry by Subscriber would show that such fares had been incorrectly quoted through the Software;

9. Subscriber shall indemnify ITQPL against any loss or damage suffered by ITQPL due to, or arising out of (i) use of the Software by Subscriber or its employees, personnel, customers, sub-contractors, agents etc.; (ii) use of any software other than the Software and/or any other software products provided by ITQPL; and (iii) unauthorized access to, or use of, the Software by any third party.

10. Subscriber shall comply with all applicable laws, rules, regulations, orders, notices etc., including those pertaining to International Air Transport Association (including the Billing and Settlement Plan) which are applicable to the Subscriber.

11. In the event of any breach of the terms and conditions contained herein by the Subscriber, ITQPL shall have the right to remove or uninstall the Software from the equipment of the Subscriber.

12. Subscriber shall indemnify ITQPL in respect of any direct or indirect loss or damage which ITQPL incurs as a result of any act of omission or commission of the Subscriber and/or its employees, personnel, customers, agents, sub-contractors including failure by the Subscriber (or its employees, personnel, customers, agents, sub-contractors) to comply with the terms and conditions contained herein.

ITQPL makes no representation or warranty regarding the Software or its performance or the accuracy or reliability of Software or any schedule, fare, quotation or any other information provided to Subscriber via the Software and the same are made available to Subscriber on an 'as is' basis, and Subscriber hereby releases and waives any claims against ITQPL concerning the Software and/or information and/or connectivity or the accuracy or reliability thereof.

ITQPL shall not be liable for any losses or damages resulting from (i) loss of data or use, loss of revenue, loss of profits, loss of contracts, loss of anticipated savings, loss of goodwill or third party claims; or (ii) any indirect or secondary losses or damages that are arising out of any act or omission of ITQPL, its employees, representatives or sub-contractors, whether such losses or damages were reasonably foreseeable or actually foreseen.

Subscriber also agrees and acknowledges that it does not, by virtue of this arrangement, acquire any Intellectual Property Rights, proprietary rights or other rights in or to: (i) the Software and/or the data stored in or accessed via the Software; or (ii) any software, documentation, trademarks or service marks of ITQPL or provided by ITQPL; or (iii) any related materials (including the Manuals) used in connection with the Software. 'Intellectual Property Rights' means copyright and all other intellectual property rights, including, without limitation, patents, trademarks, service marks, designs, domain names, database rights (whether registered or unregistered) and any other similar protected rights in any country.

Subscriber shall not assign its rights and obligations to a third party without the prior written consent of ITQPL.

Subscriber agrees to keep all information pertaining to this arrangement, the Software, Manuals and any other document or information exchanged between the Parties, whether written or oral and whether marked as confidential or not, as confidential and shall not disclose the same without the prior written consent of ITQPL unless such disclosure is required by law or any statutory or regulatory authority.

This arrangement shall be governed by Indian law and the Parties irrevocably submit to the sole and exclusive jurisdiction of the courts of Delhi.

You are requested to take on record the contents of this letter and return a duly signed copy to acknowledge your acceptance to our above understanding.

Yours sincerely,
For InterGlobe Technology Quotient Pvt. Ltd.

_____
Authorised Signatory

Agreed and Acknowledged
on behalf of   **GLUF LINK SERVISES**

_____
Authorised Signatory

Schedule A: LIST OF SOFTWARE

Software provided	
Total Number of licenses given for the software	