



Hotel ID(s):

HOTEL XML SERVICE SCHEDULE

Booking.com BV and Booking.com Ltd trading as Booking.com ("Booking.com") provide online reservation systems for hotels.

The Hotel is party to an agreement, (the "Agreement") with either Booking.com BV or Booking.com Ltd, pursuant to which the relevant company (the "Relevant Company") provides the Hotel with access to sales channels. In this Schedule if the Hotel is contracted to Booking.com BV then the Relevant Company will be Booking.com BV and if the Hotel is contracted to Booking.com Ltd then the Relevant Company will be Booking.com.

The Hotel now wishes to use the XML service (the "XML Service") as its preferred method of updating rate and availability information and/or retrieving reservations. The Relevant Company shall provide the Hotel with access to the XML Service subject to the terms and conditions of this XML Service Schedule (the "Schedule"). By signing below, the parties agree to be bound by the terms and conditions of the Agreement as amended and supplemented by the terms and conditions of this Schedule. In the event of any conflict between the Agreement and this Schedule the terms of this Schedule shall prevail.

1 STATUS

1.1 The terms and conditions of this Schedule shall be deemed incorporated by reference into the Agreement and the Agreement and this Schedule shall together form the whole agreement between the parties. Capitalised words and phrases used in this Schedule shall have the same meaning as the corresponding defined term in the Agreement.

2 BOOKING.COM OBLIGATIONS AND WARRANTIES

- 2.1 The Hotel may choose whether to connect to the XML Service directly or via an approved sub-contractor ("a Provider"). The Relevant Company shall provide all relevant technical information necessary to enable the Hotel to use the XML Service to the Hotel or the Provider as appropriate.
- 2.2 The Relevant Company shall provide the Hotel or the Provider with 30 days prior written notice of any material change to the specification of the XML Service that may affect its use by the Hotel.
- 2.3 The Relevant Company provides, and the Hotel accepts, the XML Service on an "as is" and "as available" basis. The Relevant Company shall use all reasonable commercial endeavours to maximise the availability of the XML Service. However, the Hotel acknowledges that such access may occasionally be interrupted by scheduled downtime or for technical reasons beyond the control of the Relevant Company. All implied warranties and conditions are hereby excluded to the maximum extent permissible by law.
- 2.4 The Relevant Company may commence sending confirmations to the Hotel by fax and require the Hotel to work via the extranet for the Relevant Company in the event that the XML Service fails for any reason.
- 2.5 Under no circumstances will the Relevant Company be liable to the Hotel for any indirect or consequential loss including, without limitation, loss of profits, wasted expenditure or loss of data arising from any interruption or non-availability of the XML Service.

3 HOTEL'S OBLIGATIONS AND WARRANTIES

3.1 The Hotel agrees to cooperate with the Provider's personnel in their provision of the XML Service and to comply with all reasonable requests of the Relevant Company relating to the Hotel's use of the XML Service.



3.2 The Hotel is responsible for updating rates and availability using either the Provider's system or the extranet of the Relevant Company as directed by the Relevant Company from time to time and agrees to indemnify and hold harmless, and keep indemnified and harmless, the Relevant Company and the Provider against all direct and indirect loss, damage, claims, demands, actions, costs, charges, expenses and liabilities of whatsoever nature incurred by the Relevant Company and/or the Provider arising out of any failure to do so accurately.

4 INTELLECTUAL PROPERTY

4.1 The Hotel acknowledges that the XML Service constitutes the Intellectual Property of the Relevant Company for the purposes of the provisions of the Agreement dealing with ownership and licensing of intellectual property rights.

5 TERMINATION

5.1 This Schedule shall operate for as long as the Hotel uses the XML Service.

The parties agree to be bound by the terms and conditions of this Schedule:

Signed by

	For and on behalf of HOTEL	For and on behalf of Booking.com BV	For and on behalf of Booking.com Ltd
Signature:			
Name:			
Position:			
Date:			
Selected provider (IT company providing the interface): Bug Software LLC			
Hotel Name(s) and id's used within the Booking.com system:			

Please fax back to

+31-(0)20-7153323

***** Please make sure all fields in yellow are filled out. *****