



## **TRES CROSSCHECK TRAVEL ENTERPRISE (CCTE) SOFTWARE LICENCE AGREEMENT**

This TRES SOFTWARE Licence Agreement (“Agreement”) is made between **Tres Technologies LLC** (“TRES”) and the **LICENCEE**.

### **DEFINITIONS**

“**LICENCEE**” means the person or legal entity authorized to use this SOFTWARE.

“**AGENCY**” means the business conducted by LICENCEE under the name and location registered with TRES.

“**INITIAL TERM**” for a LICENCEE transferring from a Travelport Agreement is 1 September to 30 September 2022.

“**LICENCE**” means the licence to use the SOFTWARE granted by TRES to LICENCEE.

“**LICENCE FEE**” means, during the INITIAL TERM, the periodic payment separately agreed upon for the use of the SOFTWARE. After the INITIAL TERM, LICENCE FEE shall mean the amount established by TRES from time to time. No increase shall take effect without at least twenty (20) days’ notice. LICENCEE acknowledges that TRES may, at its discretion, offer lower rates to individual licensees and such rates will not affect the rate charged to LICENCEE.

“**SOFTWARE**” means the travel agency management computer program to which this Agreement is appended, including all enhancements, amendments, supplements, modifications, editions, and derivations, whether or not part of a separately functioning program.

### **1. LICENCE**

TRES grants LICENCEE a non-exclusive, non-transferable licence or sub-licence to use the SOFTWARE in connection with the LICENCEE’s travel agency business conducted at the AGENCY.

### **2. TERM OF LICENCE**

The term of the LICENCE shall be the INITIAL TERM. LICENCEE may continue using the SOFTWARE for subsequent periods through continued payment of the LICENCE FEE.



If the monthly LICENCE FEE is not received before the twentieth (20th) day of the month, TRES is under no obligation to extend the LICENCE.

Upon termination, LICENCEE shall cease using the SOFTWARE and, within five (5) days, erase all local copies and destroy any media containing the SOFTWARE. Access to hosted systems and data will be terminated. Prior to termination, LICENCEE may copy or export their data. After termination, LICENCEE has no access to the SOFTWARE or previously entered data.

### **3. TERMINATION OF LICENCE**

LICENCEE may terminate the LICENCE by providing TRES with thirty (30) days' notice. LICENCEE remains responsible for LICENCE FEES for the full month in which the SOFTWARE is used.

Upon termination, user may elect to continue using CCTE with restricted development and support obligations from TRES at existing product pricing.

### **4. USE OF SOFTWARE**

LICENCEE shall use the SOFTWARE only for business conducted at the AGENCY.

LICENCEE shall not, without prior written consent from TRES:

- A. Make copies of the SOFTWARE except as required to load it onto LICENCEE's hardware.
- B. Allow others to use the SOFTWARE except employees or agents working at the AGENCY.
- C. Violate any TRES copyright, trademark, or proprietary rights.
- D. Alter, modify, or vary the SOFTWARE in any way.

### **5. HARDWARE**

LICENCEE shall maintain the hardware required by TRES for use of the SOFTWARE. Hardware failures or other events preventing use of the SOFTWARE do not extend the LICENCE term.

### **6. LICENCE FEE**

LICENCEE shall pay the LICENCE FEE as consideration for use of the SOFTWARE. After the INITIAL TERM, the fee shall be the rate determined by TRES.

As long as an existing contract remains in force, included pricing will not be modified and no price increase applies.



LICENCE FEES are fully earned upon receipt and non-refundable.

## **7. LIMITATION OF TRES' LIABILITY**

LICENCEE acknowledges having had the opportunity to evaluate the SOFTWARE. TRES makes no representation as to the appropriateness of the SOFTWARE for LICENCEE's business.

Under no circumstances shall TRES be responsible for costs, losses, or damages arising from LICENCEE's use of the SOFTWARE. LICENCEE assumes full responsibility for usage and results.

TRES shall not be liable for loss or damage to business records, files, or data. LICENCEE agrees to maintain data protection and backup procedures. TRES is not responsible for lost data, records, systems, or SOFTWARE for any reason.

LICENCEE's sole remedy for SOFTWARE malfunction is replacement of the SOFTWARE.

**IN NO EVENT SHALL TRES BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR PURPOSE, BEYOND THOSE IN THIS AGREEMENT.**

## **8. ASSIGNMENT**

- A. LICENCEE may not assign this Agreement without TRES' prior written consent.
- B. TRES may assign this Agreement at any time without LICENCEE's consent.

## **9. LEGAL FEES**

The prevailing party in any action to enforce this Agreement shall be entitled to reasonable legal fees and associated costs.

## **10. CORPORATE AUTHORITY**

Each user of the SOFTWARE represents that they are authorized to bind the LICENCEE and that this Agreement is binding in accordance with its terms.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings. No representation is made except as expressly stated herein.

## **12. GOVERNING LAW**

This Agreement shall be governed by the laws of Australia.

## **13. JOINT AND SEVERAL LIABILITY**

All persons or entities identified as “LICENCEE” are jointly and severally liable for performance of LICENCEE’s obligations.

## **14. SUCCESSORS AND ASSIGNS**

All covenants and agreements bind and benefit the parties and their successors and assigns.

## **15. WAIVER**

No provision of this Agreement is waived unless in writing and signed by the applicable party. Failure to enforce any term does not waive future enforcement.

## **16. NOTICE**

All notices, requests, elections, and payments are effective upon receipt. Items sent by certified or registered mail are deemed effective four (4) business days after mailing.

Notices shall be addressed as follows:

### **To LICENCEE:**

Address on file with TRES

### **To TRES:**

TRES Technologies LLC  
7 L Blackwater Canyon Road  
Rolling Hills, CA 90274

Either party may update its address by written notice.

## **17. USER LIST**

LICENCEE grants approval for TRES to include agency name and general information in the TRES user list. This list is TRES property and may be distributed by TRES. LICENCEE is under no obligation to respond to inquiries.

## **18. TITLE**



Title and ownership of the SOFTWARE remain with TRES or its LICENCER. TRES warrants that it has the right to licence the SOFTWARE.

## **19. SUPPORT SERVICES**

TRES will provide training and support as reasonably determined necessary. TRES is not required to provide excessive support, hardware assistance, or support for other Tres software. Fees for additional support require advance approval by users.