



Tkies Platform Terms of Use

These Terms and Conditions govern your use and responsibilities in the Tkies platform and constitute a binding agreement between yourself or the company you act on behalf of, and Tkies Softwares Pvt Ltd.,

These terms grant you the right to use the Tkies Platform, or parts of it, according to your Purchase Order signed in and between Tkies and yourself.

The Tkies platform is a cloud based service to manage travel booking, price comparison modules, controlling B2B/API/B2C services, such as issuing vouchers and credit control, as well as account management services.

Moreover, please take into consideration that you are the sole person responsible for any use of the services, and that they are provided to you on an as-is basis.

Scope of Services: Tkies shall provide you with the Services as specified on the Purchase Order. The scope of the Services may be amended from time to time. Please note that due to the ever evolving scope of the cloud platform, the features in the Services may be changed or added:

Development Services: Tkies may provide you with Development Services as agreed between you and Tkies from time to time and executed in the Purchase Order.

Additional Development Modules: Tkies may add or modify modules and add them according to specific requests and/or purchase orders.

Services and Fees: In consideration of your use of the Services under these terms of service, you shall pay Tkies the fees set forth by Tkies in this Agreement or agreed in a specific purchase order, and according to the payment terms set forth. Tax, if required, shall be added to Tkies charges.

Support: Tkies shall provide you with professional support. Such support shall include the ongoing development of the Tkies system and provisioning of updates, patches and new releases.



Service Level Agreement: Tkies shall repair, or fix, bugs you reported, including security flaws, faults in the Service and any other flaw preventing the System's functionality according to the characterization, all according to the following specifications:

Regular Bug: A regular bug shall be defined as a minor visual error, technical error on the client side (for example, user scripts) which are not material to using the Services or that does not impair any purchase option, or ability to receive the services.

Important Bugs: An important bug shall be defined as a visual error, technical error on the client side (for example, user scripts) or server side, which prevents access or work in material aspects of the Service, in the payment processing or other transactions.

Intellectual Property Rights: Each party shall retain all and any rights in its intellectual property, where nothing in this Agreement shall be deemed as granting or conveying title in it.

Issuance of a Joint Press Release: Tkies may issue a joint press release detailing your use of the Services, as well as provide some information relating to your use of the services, without disclosing any confidential information, upon written confirmation from you.

Providing with Interface Information: You acknowledge that when providing its professional services, Tkies cannot inspect and examine your adherence to 3rd party agreements and that any interface specifications you provide with Tkies , including the booking services, shall be made on your own behalf.

Verification and Authentication: It is your sole liability to verify and identify that the purchase orders made through the Services are accurate and adhere to the end-users' orders, as well as that the product descriptions processed through the services are accurate.

Your User Account and Security: In order to use some of the Services, you will be required to register and open User Account(s), where different accounts may be used for different services. When signing up for a User Account and when using each of the services, You hereby undertake to comply with the following stipulations, as well as any other reasonable orders by Tkies , as you may be instructed from time to time.

Usage Threshold: If the Client is exceeding 30 QPS (search queries per second) on an averaged monthly QPS volume done during standard business hours, an additional fee would apply for dedicated cluster configuration. Subsequent usage will be calculated according to IBM Softlayer Cloud Services calculator for the previous calendar month and added to Tkies invoice sent to the Client as per payment terms in the Purchase Order.

Arbitration : All disputes arising between the partners as to the interpretation, operation, or effect of any clause in this deed or any other difference arising between the partners, which cannot be mutually resolved, shall be referred to the arbitration of Tkies . The decision of such an arbitrator shall be binding on the partners.



Responsibilities of Clients:

The following items need to be arranged by client at different stage of product deployment

Product, inventory & fare entry in the database provided by Tkies (for inventory management systems) ,Access credentials to GDS (API / Web service) ,Access credentials to Third Party Suppliers (if needed) ,Payment Gateway access credentials

Customizations:

The following list are considered for customization and customization charge apply:

Web design and Creative design made specifically for Client which includes creation of additional pages for the main booking site that would be powered by Licensed Platform, Any Third Party Integration application including social networking sites, meta searches, analytics sites and email marketing applications,

Any changes made in the existing booking flow of the Licensed Platform that is customized according to client needs, API integration of new suppliers, API integration for new payment gateway, Addition of capability to book products such as tours real-time. Multi lingual content for BackOffice and the IMS, Language translation

Conditions:

Any other additional enhancements requirement in the Project not discussed initially will be an additional task and will have a separate cost which will be discussed and finalized on mutual basis. All terms are governed by the standard terms as defined in the Tkies - EULA (end user license agreement) & SLA (Service Level Agreement) . Intellectual Property, Ownership and Retention of Rights: At all times, Tkies owns and retains, without any limitations and restrictions, all the intellectual property rights in the licensed software, including any customizations, derivatives, modification, enhancements, up-gradation done, ideas, software source code and documentation, database or software usage rights including economic and moral rights, inventions, algorithms, trademarks, patent rights, trade secret rights and copyrights that may exist any part of the world. This agreement does not provide Client the Right -To-Use the Software in any form outside its own business entities, partners or affiliates. Client is not allowed to sell, lease, distribute, or in any way provide access to the software or any Derivative Works to any party other than its owns customers and affiliates. Payment to be cleared once the integrations, design and development completed by Tkies. Any delay on getting the credentials will delay the complete delivery process and the Service Provider will not be responsible for such delays.



DEPLOYMENT TECHNOLOGICAL STACK:

PHP with Database My SQL

Warranties & Liability:

TKIES 'S WARRANTIES: THE SERVICES ARE PROVIDED TO YOU ON AN AS-IS AND AS-AVAILABLE BASIS. WHILE TKIES MAKES BEST EFFORTS TO KEEP THE SERVICE FUNCTIONAL AND ERROR-FREE AT ALL TIMES, IT CANNOT WARRANT THAT THE SERVICE WILL BE ALWAYS AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. AS PART OF THE SERVICES AND FEATURES ARE PROVIDED BY 3RD PARTIES, SUCH AS HOTEL AVAILABILITY, LOCATION OR DESCRIPTION, YOU ACKNOWLEDGE AND CONSENT THAT TKIES SHALL NOT WARRANT TO THOSE PARTS OF THE SERVICE AND CANNOT BE LIABLE TO ANY ERR OR FLAW IN THEM.

TKIES 'S LIABILITY: DUE TO THE ON-LINE NATURE OF TKIES 'S SERVICES, IT SHALL NOT BE HELD LIABLE FOR ANY DAMAGE, DIRECT OR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PHYSICAL OR SPECIAL, TO YOU, ANY USER OR ANY 3RD PARTY DUE TO ITS MISPERFORMANCE OF DUTIES HEREIN. TO THE EXTENT PERMITTED BY LAW TKIES SHALL NOT BE LIABLE IN ANY CASE OF MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE,



MALICE OR ANY OTHER MEAN, TO ANY DAMAGES OR LOSS OF PROPERTY, INCLUDING DAMAGES TO: VIRTUAL PROPERTY, REPUTATION AND BUSINESS REPUTATION, USER ACCOUNT INFORMATION INCLUDING LOGIN INFORMATION, LOSS OF PROFIT, LOSS OF GOOD NAME, ALL RESULTING FROM THE USE, ERRORS IN THE USE OR INABILITY TO USE SERVICES RENDERED BY TKIES . Tkies disclaims and does not assume any liability regarding the use of or any defect in the third party service, booking system, system, law and procedure related to any failure, breakdown, interruption or degradation of system, service and

the duration thereof.

Not a merchant of record: You acknowledge that Tkies is not a merchant of record and shall not be deemed as such in any transaction between you and your end-users.

Indemnification: You shall indemnify and hold Tkies , including its subsidiaries, affiliates, officers, agents and employees harmless from all and any claims, damages, liabilities, costs and expenses (including attorney's fees) incurred by Tkies as a result from any claim, damage, judgment, action, or cause of action. Neither Tkies shall be liable for any special, incidental, indirect, punitive, exemplary or consequential damages or losses whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss), arising out of the use of your Portal and other Tkies solutions. You shall hold Tkies Softwares Pvt Ltd free from all disputes, damages , Liabilities and all actions. You confirm that you will not cause any damage to Tkies Softwares Pvt Ltd.

(iv) any amendment of the Services made without Tkies 's prior written consent; provided that prior to such indemnification, Tkies must notify you in writing of such claim promptly upon knowledge of it, and allowing you to obtain control over the defense and settlement of any such claim, where you shall obtain Tkies 's cooperation with your defense. Tkies shall indemnify you and hold you harmless for all and any claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) incurred by yourself as a result from any claim, damage, judgment, action, or cause of action resulting from any 3rd party claim that the Services infringe on his intellectual property rights, including patents, trademarks and/or copyrights, provided that prior to such indemnification, you must notify Tkies in writing of such claim promotions upon knowledge of it, and allow Tkies to obtain control over the defense and settlement of any such claim, where you shall cooperate with Tkies 's defense.

Term & Termination: These terms shall be in effect from its execution with annual commitment and automatically renewed annually on a rolling basis. Either party may terminate this agreement in any case where the other party breached these terms' material obligations and such breach was not repaired within 30 days. Moreover, you may terminate this agreement by providing Tkies a prior written notice within the annual cycle, for any cause and for no cause at all, where in such case of termination, a termination fee would be incurred for the remainder of the current annual term, calculated as an expected average based on at least 3 previous invoices or as detailed in the Purchase Order. Tkies may, at its sole discretion, terminate these Terms of Service, Service or any other service rendered by it, due to any reason or with no reason at all, where such termination shall become effective at the end of the current annual term.



Moreover, either party may terminate this Agreement, in any case where the party breached this Agreement and caused irreparable harm, where such termination may be immediate, pending proof of such breach and/or violation. Upon termination, all and any licenses granted shall terminate, and the indemnification, confidentiality, warranty and liability, jurisdiction and venue terms shall survive.

Confidentiality: Each party shall retain and maintain the other party's confidential information in strict confidence and shall exercise best measures to ensure that it is not disclosed, conveyed or transferred to any 3rd party without the consent of the party who is the proprietor of such information. Notwithstanding, you acknowledge that through the use of the services, your confidential information may be processed by parties who are Tkies 's service providers, and that in such cases where information shall be disclosed by their fault or negligence, release Tkies from any claim.

This Document and Purchase Order are confidential to Tkies Softwares Pvt. Ltd. This document contains information that TKIES considers confidential and proprietary.

Confidential information in this document shall not be disclosed outside the proposal evaluators and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal without specific written permission of an authorized representative of TKIES.

Miscellaneous: These terms are the sole understanding between Tkies and yourself and constitute a binding agreement. Either party may assign or transfer this Agreement, and/or its rights and obligations resulting from it, to any 3rd party, by providing you a prior written notice of 90 days and effective only upon written agreement and confirmation from the other party. Any notice and communications sent by e-mail shall be deemed as accepted within 5 days of being sent. No waiver or delay by Tkies to exercise any of its rights shall be deemed as a waiver or consent. This agreement shall be exclusively governed by the laws of Kerala Jurisdiction including its conflict of law provisions, and any claim arising from it may solely be brought to the competent courts of the Kerala, India.