



This Agreement (the "Agreement") is entered into between Spyre Infostructure Inc. ("BOOKDirect") and the undersigned hotel operator ("Hotel") on the Effective Date (as defined below).

BOOKDirect Hotel Activation Form
Please fax back to (416) 487-7706

Yes, Activate my BOOKDirect system.

Property: _____

Address: _____

City: _____ State/Prov. _____ Postal/Zip: _____

Hotel Contact Information

BOOKDirect Primary Contact: _____

Title: _____ Phone: _____

E-mail: _____ Fax: _____

General Manager: _____

E-mail: _____ Phone: _____

Accounts Payable Manager: _____

E-mail: _____ Phone: _____

----- A: BOOKDIRECT DISTRIBUTION NETWORK -----

We link your reservations system to as many websites as possible.

Bookings through our distribution network are billed at a 10% transaction fee for all realized bookings (no charge for cancellations). There is a minimum monthly billing of \$50 USD.

You have 3 choices on how you can manage rates and availability in BOOKDirect:

Option 1: Utilize Rates & Availability from Amadeus

_____ **Please use my rates and Availability from Amadeus**

Amadeus code: Chain Code: _____ Property ID: _____

(note: you can activate your rates for inclusion in BOOKDirect by enabling the following travel agent Office ID's yt0c483ag, and yt0c4213z)

Option 2: Load Rates into BOOKDirect and manage availability from Amadeus

Amadeus code: Chain Code: _____ Property ID: _____

Option 3: Manage Rates and Availability Directly in BOOKDirect

----- **B: BOOKDIRECT PRIVATE LABEL** -----

BOOKDirect is customized and part of your own website with advanced Customer Relationship Management Features.

____ Yes, I want to have BOOKDirect linked to my own website.

____ No, Not interested in BOOKDirect Private Label at this time

Note: All Private Label pricing plans are subject to monthly hosting/support fee of \$50 USD per month. You can upgrade your plan at any time.

ONE TIME SETUP FEE - \$500 USD

Basic - 10% Transaction Fee, no Annual Fee

Gold - 5% Transaction Fee, \$600 Annual fee or 24 room nights barter

Annual Service Fee:

Invoice me for cash payment

We will utilize Room Contra (Barter)*

*Agreement for Room Barter is to allocate _____ rooms per night with a cut-off of _____ days (not more than 7 days) prior to arrival to a maximum of _____ room nights. Hotel is to provide any black out dates for the next 12 months at time of signing of this contract. Blackout dates not to exceed 24 nights in total in the year. Unused room barter expires after 12 months.

Hotel agrees to be bound by the terms selected by Hotel in the foregoing Hotel Activation Form and the attached Standard Terms and Conditions.

The parties have duly entered into and executed this Agreement as of the _____ day of _____, 2003 (the "**Effective Date**").

SPYRE INFOSTRUCTURE INC.

[insert legal name of Hotel]

Per: Michael Levinson, President/CEO

Per: _____
[name and title]

25 Imperial Street, Suite 210

Toronto, Ontario M5P 1B9 Canada

Phone: (416)487-7797 Fax (416)487-7706

Phone: _____ Fax: _____

E-mail: m@bookdirect.com

E-mail: _____



BOOKDIRECT STANDARD TERMS AND CONDITIONS

Unless otherwise defined, capitalized terms herein shall have the meanings ascribed to them in the Hotel Activation Form completed by Hotel and attached to these Standard Terms and Conditions

1. Spyre agrees to provide internet-based reservation, listing and distribution services (the **"Services"**) to Hotel through Spyre's proprietary BOOKDirect Internet sales and marketing system (the **"BOOKDirect System"**). The Agreement shall commence upon the Effective Date and will continue until terminated by either party upon five (5) day's written notice to the other party (the **"Term"**).
2. In consideration of the Services, Hotel shall pay fees (the **"Fees"**) to Spyre equal to the amount set out in the attached Hotel Activation Form. For the purposes of the Hotel Activation Form, the term **"Transaction Fee"** shall refer to the specified percentage selected by Hotel of the gross revenue generated from all Hotel bookings received through the BOOKDirect System less cancelled bookings and no-shows (i.e., where a prospective guest fails to arrive). For greater certainty, the Transaction Fee applies to room rates only, and not to add-ons to the reservation (such as, but not limited to, restaurant services, health club fees, equipment rentals and tickets to area attractions), hosting and maintenance fees. Upon termination, the Fees under any Invoice issued to Hotel shall immediately be due and payable by Hotel, and Hotel shall remain obligated to Spyre for Invoices (as defined below) in respect of any and all Fees generated from any of the bookings made up to and including the date of termination.
3. Spyre shall invoice (**"Invoice"**) Hotel for the applicable Fees on a monthly basis based on weekly reports provided by Spyre to Hotel. All Fees are to be paid in the local currency of the country where Hotel is located. The Fees are payable by Hotel within thirty (30) days of receipt of the invoice. Hotel shall also be responsible for any and all applicable taxes. For greater certainty, in the event that Hotel is required by any applicable law to deduct any amount from the amounts to be paid to Spyre hereunder on account of withholding taxes or any other taxes or levies of any kind, Hotel agrees that it shall pay all such additional amounts so that the net amounts received by Spyre are the Fees specified in the Schedule. All amounts over thirty (30) days past due bear interest at the rate of 2% per month (24% per annum), or the maximum interest rate allowed by law. Hotel agrees to pay all costs of collection of overdue amounts, including lawyers' fees and expenses. Failure to make timely payments may also result in the deletion of Hotel's listing from the BOOKDirect System.
4. Hotel agrees that no credit to the Fees will be provided for cancellations or no-shows where such cancellations or no-shows exceed twenty-five percent (25%) of bookings. Where Hotel charges a penalty to a prospective Hotel guest (the **"Customer"**) for the no-show, this penalty shall be included in the Fees payable. Hotel shall notify Spyre of any cancellations or no-shows, and whether Hotel has levied a penalty on a no-show (collectively, the **"Hotel Report"**) within five (5) business days of such occurrence. Failure to provide a Hotel Report within this period will result in Hotel being billed for any cancellations and no-shows during this period.
5. Hotel agrees to honour any and all reservations confirmed through the BOOKDirect System. In the event that Hotel fails to honour a reservation made through the BOOKDirect System, Hotel agrees to be responsible for finding the Customer similar alternative accommodation, providing transportation to the new accommodation, and taking all other reasonable actions to satisfy the needs of the Customer, all at Hotel's cost.
6. In order for Spyre to provide the Services under the Agreement, Hotel shall provide to Spyre information that Spyre reasonably requires to enable it to create a listing for Hotel on the BOOKDirect System as a condition of Spyre performing the Services hereunder. For greater certainty, the information to be provided by Hotel (the **"Hotel Information"**) includes, but is not limited to, trademarks, trade names, photographs, rates, availability, amenities, location, cancellation policies and minimum stay requirements. Hotel agrees to provide to Spyre accurate and up-to-date Hotel Information for the BOOKDirect System.
7. Hotel acknowledges that Spyre and/or its licensors are the owners of all right, title and interest in and to the BOOKDirect System and the Services, including, without limitation, all copyrights, trademarks, patents and trade secrets in and to the foregoing. Spyre acknowledges that all right, title and interest in and to the Hotel Information is owned by Hotel and/or its licensors.
8. Spyre grants to Hotel, during the Term, a limited, non-exclusive, non-transferable license to use its BOOKDirect System as contemplated hereunder. Hotel grants to Spyre, during the Term, a non-exclusive, royalty-free, world-wide license to

copy, transmit, reproduce, distribute or otherwise use the Hotel Information to enable Spyre to fulfil its obligations hereunder.

9. Hotel shall not reverse engineer or modify, copy or use the BOOKDirect System and/or the Services for any purpose other than contemplated under the Agreement. Hotel further agrees to allow the BOOKDirect System and/or the Services to be accessed only by its employees or consultants who have a need to use the BOOKDirect System and/or the Services for the purposes of this Agreement and will assume full responsibility and liability for the actions of its employees and consultants in relation to the use of the BOOKDirect System and/or the Services.
10. Each party represents and warrants to the other that (i) it is a corporation, duly organized and in good standing under the laws of its jurisdiction and that it will maintain its organization and good standing throughout the term of the Agreement; (ii) it has all necessary rights and authority to execute, deliver and perform its obligations under the Agreement; and (iii) the entering into of the Agreement will not conflict with, or result in, a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it is a party. Hotel further warrants that: (a) that it has all right, title and interest in and to the Hotel Information; and (b) the Hotel Information does not: (i) infringe on the proprietary rights of any third party; (ii) contain any viruses, worms or any computer programs that are intended to damage, interfere or intercept any system or data; or (iii) violate any applicable law, statute or regulation.
11. Spyre will use commercially reasonable best efforts to provide the BOOKDirect System and the Services to Hotel. However, Hotel acknowledges that due to the nature of the Internet, Spyre cannot and does not warrant that the BOOKDirect System and/or the Services will be performed uninterrupted or error free or that the functions or performance of the BOOKDirect System and/or the Services will meet Hotel's requirements. The BOOKDirect System is provided by Spyre to Hotel on an "as-is" basis, without warranty of any kind. Except as expressly provided herein, there are no understandings, representations, warranties, covenants, conditions, promises, guarantees or agreements, express or implied, statutory or otherwise, or arising from a course of dealing or usage of trade, relating to the Services or the BOOKDirect System, including but not limited to, any implied warranty of merchantability or fitness or adequacy for any particular purpose or use, or of quality, productiveness, capacity or accuracy. In no event shall Spyre be liable for any indirect, incidental, special, consequential or punitive damages occurring out of or in connection with the delivery, use or performance, or failure thereof, of the Services or the BOOKDirect System, even if Spyre has been advised of the possibility of such damages. In no event shall Spyre's cumulative liability for any claim arising out of or in connection with the Agreement, exceed the Fees paid by Hotel to Spyre in the previous two (2) month period.
12. Hotel shall defend, indemnify and hold harmless Spyre, its officers, directors, agents, affiliates and employees from any and all third party claims, demands, liabilities, costs or expenses (including reasonable legal fees) resulting from or related to: (a) a material breach of Hotel's representations, warranties and covenants under this Agreement; (b) any acts or omissions which involve negligence, recklessness or intentional misconduct by Hotel, its employees, agents and representatives; (c) the failure of Hotel to honour a reservation booked under the BOOKDirect System; and (d) the allegation that the Hotel Information infringes the intellectual property or other proprietary rights of third parties.
13. Hotel acknowledges that Spyre may compile statistical data as to usage, reservations, unused inventory, etc. on a regional, class of hotel or other basis. Spyre acknowledges that it will not identify Hotel or any Customer of Hotel in any such compiled data. The statistical data shall not be made available to third parties without the written authorization of Hotel.
14. The Hotel Activation Form and the Standard Terms and Conditions constitute the sole and exclusive agreement between Spyre and Hotel, and may be modified at any time by Spyre provided thirty (30) days written notice is given to Hotel. Hotel agrees that Spyre may utilize Electronic Means to provide Hotel with written notice. For greater certainty, "**Electronic Means**" includes, but is not limited to, electronic mail. Hotel also agrees that subsequent contracts between Spyre and Hotel may be effected by Electronic Means where the assent to such contracts through Electronic Means by Hotel shall be equivalent to Hotel's written signature, and Hotel agrees to be bound to such agreement(s).
15. This Agreement will be governed by, and construed in accordance with, the laws of the province of Ontario and the applicable laws of Canada. The parties submit to the non-exclusive jurisdiction of the courts of Ontario, Canada. The parties have required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
16. This Agreement may not be assigned by Hotel without the prior written consent of Spyre. Spyre shall be entitled to assign its rights and obligations under the Agreement upon written notice to Hotel. Hotel agrees that Spyre may contract the provision of all or a portion of the Services to third parties, in its discretion. The Agreement and the rights granted hereunder shall be binding upon and enure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. The Agreement may be executed in counterparts or by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

The provisions under sections 2, 3, 4, 5, 7, 9, 10, 11, 12, 15 and 17 of these Standard Terms and Conditions shall survive the termination of the Agreement



BOOKDirect Advanced Profile – Amadeus Activated Hotels

Hotel	BOOKDirect URL
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Primary Contact

Please provide a user name and password for the BOOKDirect contact at your property.

Name	E-Mail
BOOKDirect User Name	Password

Home Page

If you have your hotel photo, logo, and/or marketing copy in an electronic format, you can e-mail it to us at support@bookdirect.com.

Hotel Logo	<input type="checkbox"/> OK as displayed	<input type="checkbox"/> Will send update
Hotel Photo	<input type="checkbox"/> OK as displayed	<input type="checkbox"/> Will send update
Home Page Marketing Copy	<input type="checkbox"/> Will e-mail text or word document	

Customer Relationship Management

You can define 'opt-in' mailing lists for guests who register or book online, which you can use for one-to-one marketing or mass mailings. You have 2 lists set up, and can define up to 5 more.

Defined List #1	I'd like to receive e-mail notices about local events.
Defined List #2	I'd like to receive e-mail notices about sell-offs and promotions.
List #3	
List #4	
List #5	
List #6	
List #7	

Credit Cards Accepted By Your Property Please check those that apply.

American Express Carte Blanche Discover Enroute JCB Mastercard Visa

Rates To Be Displayed Please mark with an X the rates that you DO NOT wish to be displayed.

RAC Standard COR Corporate FAM Family SRS Senior GOV Govmnt MIL Military
 PKG Package PRO Promotional WKD Weekend CON Convention STP Stopover TUR Tour Rate

Other Options Please check those that apply.

YES I wish to receive an e-mail alert each time a guest queries availability in BOOKDirect and no inventory is available for the selected date range.

YES I wish to receive copies via e-mail of all reservations booked through Amadeus. (Note: this provides more detailed guest and marketing information.)