

LICENCE NO:

**END USER LICENCE & REGISTRATION FORM
FOR THE
UNICORN PROTOCOL**

Company or Organisation Name: _____ (“End User”)

VAT Registration Number: _____

Principal Place of Business: _____

Telephone No: _____ **Facsimile No:** _____

Contact Details: **Title:** _____ **Forename:** _____ **Surname:** _____

Company supplying Unicorn Software Products (if applicable): _____

Category of End User (see the table of fees in Schedule 1): _____ A/B/C/D/E/F/G/H/I/J

Number of Users (for Requesting System): _____

Number of Bookings Per Year (for Intermediary System): _____

Annual Licence Fee: £ _____ **for the Current Year:** _____ (e.g. 2000)

Initial Licence Fee: £ _____ **to 31st December of Current Year.**

Operational Usage Commencement Date for Initial Licence Fee: _____

SIGNED FOR AND ON BEHALF OF:

END USER: _____ **TTI or VAR:** _____
Duly authorised on behalf of End User Duly authorised on behalf of TTI

NAME: _____ **NAME:** _____

TITLE: _____ **TITLE:** _____

DATE: _____ **DATE:** _____

WHEREAS

Travel Technology Initiative Limited (“TTI”) of Bridge House, 48-52 Baldwin Street, Bristol, BS1 1QD, England is the owner of the copyright and all intellectual property rights in Unicorn; and

End User wishes to license the use of Unicorn within its own organisation

THE PARTIES AGREE THAT

1. *Definitions*

- 1.1 “Unicorn” is an Electronic Data Interchange (“EDI”) protocol standard, Version 2.3 or later, for the Travel, Tourism and Leisure industries. It is a set of messages in a standard format, which can be passed electronically between computer systems for enquiries, making reservations, amending and cancelling reservations, ticketing and accounting purposes. Version 2.2 or earlier messages in the protocol standard are available to End Users free of any Licence Fees.
- 1.2 “Software Products” shall mean any computer software that enables all, or any part of, the Unicorn message set to be transmitted or received in an EDI message from or to a computer system.
- 1.3 “End User” shall mean the company or organisation named on the front of this Licence, and any parent, sister or subsidiary companies of the same, utilising Software Products for two or more simultaneous Users on a specific computer system or computer network in a single location. For the avoidance of doubt, any parent, sister or subsidiary companies of an End User utilising Software Products on a different computer system at the same location or at a different location require their own Licence for that separate system.
- 1.4 “Users” shall mean an individual, workstation or terminal within an End User’s organisation that has access to the Software Products.
- 1.5 “Number of Users” shall mean the maximum number of simultaneous Users on the specific computer system or computer network at any point in time.
- 1.6 “VAR” shall mean an organisation supplying Software Products to End Users which is licensed by TTI to grant End User Licences to End Users.
- 1.7 “Awarding System” shall mean an End User’s computer system that receives requests and transmits responses using Unicorn messages such as for enquiries, reservations, amendments and/or cancellations.
- 1.8 “Requesting System” shall mean an End User’s computer system that transmits requests and receives responses using Unicorn messages such as for enquiries, reservations, amendments and/or cancellations.
- 1.9 “Intermediary System” shall mean an End User’s computer system that provides a Unicorn Requesting System service to Third Party Users. Some typical examples of Intermediary System End Users being CRSs (Computer Reservation Systems) and GDSs (Global Distribution Systems).
- 1.10 “Third Party User” shall mean any company or organisation that is not the End User named on the front of this Licence.
- 1.11 “Number of Bookings Per Year” shall mean the total number of bookings made on Awarding Systems by an Intermediary System using Unicorn messages during the previous calendar year. In the initial year of operation it shall mean the forecasted number of bookings.
- 1.12 “Licence Fees” shall mean the annual amount payable by End User to TTI on 1st January in each calendar year. During the first year of the Licence, the Licence Fees payable by End User will be one twelfth of the annual Licence Fees for each month, or part of a month, from the date of initial operational use of Unicorn in End User’s business up to 31st December in the same year.

2. *Licence*

- 2.1 This Licence grants the End User the non-exclusive right to use the Unicorn message set in Software Products developed by itself or supplied by VAR, if appropriate.
- 2.2 The Licence shall continue in perpetuity unless terminated in accordance with Clause 8.

3. *Limit On End User's Use of Unicorn*

- 3.1 The End User shall not at any time reproduce, publish, sell, let, lend or otherwise part with possession of Unicorn or relay or disseminate Unicorn. The End User shall ensure that its employees, agents and sub-contractors comply with the terms of this clause.
- 3.2 The End User shall upon reasonable prior notice grant TTI and its agents reasonable accompanied access, during normal working hours, to its premises, accounts and records relevant to this Licence for the purpose of verifying and monitoring the End User's compliance with its obligations under this licence.
- 3.3 If the End User operates a Requesting System or as an Intermediary System, the End User shall ensure that any changes to the Number of Users or Number of Bookings Per Year, respectively, specified in the registration details on the front of this Licence are notified to TTI or VAR, as appropriate, by 31st December in each year to enable the correct Licence Fee to be charged for the following calendar year.

4. *Fees*

- 4.1 The End User shall pay TTI the annual Licence Fees as set out in Schedule 1, in accordance with the payment terms set out therein.
- 4.2 The Unicorn End User Licence Fees may be increased or decreased or the pricing structure modified or amended by TTI giving notice to End Users and VARs (which VARs must communicate to End Users) provided that:
- 4.2.1 TTI shall give three months notice of a straightforward increase or decrease and any such increase in prices shall not take place more than once in any year and the amount of any such increase shall be limited to increases in the U.K. Index of Retail Prices since the last occasion upon which the End User Licence Fees were increased;
- 4.2.2 any modification or amendment of the pricing structure which is more than a straightforward increase or decrease in prices shall not take place without six months notice;
- 4.2.3 End User Licence Fees current at the time of the TTI notice shall only be affected on their next annual review following the expiry of the TTI Notice.
- 4.3 The End User shall pay to TTI any United Kingdom Value Added Tax properly applicable to the Licence Fees together with the Licence Fees. Non United Kingdom based European Union End Users that provide their European Union Value Added Tax Registration Number on the front of this Licence and End Users based outside the European Union will not be charged United Kingdom Value Added Tax.

5. *Liability*

- 5.1 The End User acknowledges that TTI does not in any way warrant the fitness for the purpose of Unicorn and TTI shall not be liable for any loss or damage (whether direct, indirect or consequential) howsoever arising out of or in connection with this Licence or its termination.
- 5.2 The End User acknowledges that TTI is not liable in any way in respect of the services provided by VAR to the End User, if applicable, and TTI gives no warranty that such services have been tested for use by any party or that such services will be suitable for or be capable of being used by any party.
- 5.3 The End User acknowledges that TTI shall not be obliged in any circumstances to provide any services related to Unicorn direct to the End User.

6. *Property Rights in Unicorn*

- 6.1 Unicorn and the copyright in Unicorn are and shall remain the property of TTI. This Licence shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in Unicorn.
- 6.2 The End User shall not remove or tamper with any copyright notice attached to Unicorn or its embodiment in Software Products.
- 6.3 The provisions of this clause shall continue to operate after the termination of this Licence.

7. **Assignment**

7.1 The End User shall not assign or sub-contract this Licence or any part of it.

8. **Termination**

8.1 The End User may terminate this Licence by giving not less than three calendar months notice in writing to TTI or VAR expiring at 31st December in the same year.

8.2 TTI may terminate this Licence forthwith, without any refund of Licence Fees:

8.2.1 if the End User brings TTI into disrepute; or

8.2.2 if the End User fails to pay its Licence Fees on their due dates; or

8.2.3 if the End User fails to comply with any of the terms of this Licence and further fails to remedy the position within 28 days of the date of written notice of the failure by TTI; or

8.2.4 if the End User becomes bankrupt or insolvent or is unable to pay its debts as they fall due or passes a resolution for winding up or if a Court makes an order that the End User shall be wound up (in either case other than for the purposes of reconstruction) or if a receiver or manager on behalf of a creditor is appointed or if the End User makes any composition or arrangement with or for the benefit of its creditors.

8.3 Upon termination of this Licence the End User shall cease using any part of Software Products containing Unicorn and confirm in writing to TTI that such parts of Software Products, to the extent that they are capable of being deleted or destroyed or otherwise made unusable have been deleted or destroyed or made unusable.

8.4 Termination of this Licence shall not prejudice or affect the right of TTI to recover from the End User the amount of any Licence Fees outstanding at the date of termination nor any other right whatsoever of either party which may have accrued at the date or which may accrue thereafter.

9. **Law**

9.1 This Licence shall be deemed to have been granted in England and shall be subject to English Law. The parties agree to submit to the jurisdiction of the English courts.

Schedule 1: Licence Fees

The current annual Licence Fees, payable by 31st January each year, and the pro-rata amounts per month, or part of a month, for the first calendar year, payable within 28 days of the date of this End User Licence, are:

Category of End User		Licence Fees	
		Annual Fee (per annum)	Initial Fee (per month)
A	Transportation company Awarding System	£1,000 p.a.	£84 p.m.
B	Hotel group Awarding System	£1,000 p.a.	£84 p.m.
C	Intermediary System (less than 1,000 bookings per year)	No charge	No charge
D	Intermediary System (from 1,001 to 10,000 bookings per year)	£500 p.a.	£42 p.m.
E	Intermediary System (from 10,001 to 100,000 bookings per year)	£1,000 p.a.	£84 p.m.
F	Intermediary System (more than 100,000 bookings per year)	£2,000 p.a.	£167 p.m.
G	Requesting System (single User)	No charge	No charge
H	Requesting System (2 to 10 Users)	£200 p.a.	£17 p.m.
I	Requesting System (11 to 30 Users)	£500 p.a.	£42 p.m.
J	Requesting System (more than 30 Users)	£800 p.a.	£67 p.m.

If the End User falls into more than one category, only the Licence Fee for the highest charge category is payable.