**[On the letterhead of the company along with registered address]**

THIS SUBSCRIPTION LETTER is dated [DATE of onboarding kickoff]

SAARANYA HOSPITALITY TECHNOLOGIES PVT LTD incorporated and registered under the Companies Act, 1956, having its corporate office at B9, Ground Floor, Pinnacle Business Park, Sector 3, Noida, 201301 (“Supplier”).

[Company Name] (“Subscriber”) operating under the laws of [Country of registration], having its registered office at [Registered Office Address] and having marketing and distribution rights for properties named

1. [Property name] having its place of business at [address of property]
2. [Property name] having its place of business at [address of property]
3. [Property name] having its place of business at [address of property]

The Supplier and the Subscriber collectively are referred as Parties.

# BACKGROUND

## The Supplier has developed a cloud based hotel sales platform which it makes available to subscribers via the internet on a subscription basis. The Platform is used by subscribers for managing booking confirmations, room hold requests, room queries, online channel partners, and other related services pertaining to hotel sales through a single interface (“Services”).

## The Subscriber wishes to use the Supplier's Services in its business operations.

## The Subscriber agrees to purchase the Subscription from the Supplier for Services in accordance with the terms of this Agreement and in accordance with the terms and conditions displayed on [www.Djubo.com/legal](http://www.Djubo.com/legal)(“Terms and Conditions”).

## The Parties agree and confirm that the terms and Conditions shall form an integral part of this Agreement and this Agreement shall always be read in conjunction with the Terms and Conditions. The subscriber undertakes and confirms that the Terms and Conditions are sufficiently displayed in public domain and are adequately accessible to it.

# SUBSCRIPTION

## The Subscriber has accepted the terms & conditions mentioned in ANNEXURE A while making the initial payment.

## The Subscription shall commence on the date of you receiving the “Welcome to DJUBO CRS” email in the subject line from our support desk (“Subscription Commencement Date”).

## The billing cycle will be set as per the Billing Frequency Period mentioned in **ANNEXURE A**.

## Your next billing date (“Due Date”)will be the date which is the sum of the Billing Frequency Period mentioned in Annexure A(or also referred to as Renewal Term) and the Subscription Commencement Date mention in 2.2.

## The billing will always be done in advance.

## The billing is done only for the Centralised Reservations System and the Due Date is calculated based on the date of delivery of the Centralised Reservations System measurable through the date of which “Welcome to DJUBO CRS” email has been delivered to the Subscriber. Other products like Website and Booking Engine and content updation on website and website hosting and payment gateway activation for booking engine are not related to the billing cycle or payment deadlines for the Centralised Reservations System, the speed of onboarding of these products depends upon the client’s responsiveness and ability to provide documents hence should not be a deterrent from starting the invoicing period for the Centralized Reservations System.

## If the Supplier has not received payment within 7 days after the Due Date, and without prejudice to any other rights and remedies of the Supplier:

### the Supplier may disable the Subscriber's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and/or

### the Supplier shall have a right to forfeit the amount paid as advance Subscription Fees.

## If the Subscription Fees is paid after 7 days from the Due Date, theninterest shall accrue on a daily basis on such due amounts at an annualised rate equal to 18% commencing on the Due Date and continuing until fully paid.

## The Subscriber has agreed to comply with this Agreement and Terms and Conditions, which together govern the Subscription of the Services by the Subscriber from the Supplier. The Subscriber herein agrees to the Terms and Conditions as amended from time to time, and such amended Terms and Conditions shall be applicable to the Subscriber at the time of renewal of the Subscription.

## The Subscriber hereby indemnifies and holds the Supplier harmless against any wrong caused due to the breach of this Agreement and/or Terms and Conditions by the Subscriber and all expenses, losses, damages, costs, etc. which may be incurred by the Supplier on such account.

## The Subscriber agrees that it shall be responsible for all chargebacks incurred with regard to the payment related issues in accordance with the chargeback rules and guidelines issued by various Banks and Card Associations;

## In the event of refunds initiated by Banks and Card Associations or in the event additional amount is transferred in the account of the Subscriber in relation to payment made by its customer(s), the Subscriber agrees to cooperate with the Supplier to comply with its obligations and refund such amount within 5 (five) days of such request made by the Supplier. If the Subscriber fails to pay such amount to Supplier, the Supplier has a right to settle such amounts through future transactions or through cancellation of future subscription agreement;

## The Subscriber agrees and undertakes to be solely responsible for the payment of all the respective relevant taxes, surcharge etc. due upon the payments made by its customer(s) facilitated through PayU or any other partner payment gateway;

## Nominal fee of 10% of transaction amount (plus applicable taxes) will be applicable wherein chargeback has been successfully defended in your favor. Please note that this fees will be charged on the full amount in addition to the Payment Gateway commission.

# TERM AND TERMINATION

## This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue thereafter and automatically renewed for successive periods, unlesseither party notifies the other party of termination, in writing, at least 7 days before the end of any Renewal Term, in which case this agreement shall terminate upon the expiry of the Renewal Term.

## On termination of this agreement for any reason:

### Subscription granted under this Agreement shall immediately terminate;

### the Supplier may destroy or otherwise dispose of any of the Subscriber Data in its possession. The Subscriber has the responsibility of extracting all past data from the system using the ‘export to excel feature’ before the end of the subscription.

### any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

# GOVERNING LAW& JURIDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India.

Each party irrevocably agrees that the courts of Delhi shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

**IN WITNESS** whereof the parties have executed this Agreement on the date first above written.

Signed & Stamped for and on behalf of

Contact Name

............................................................

Company Name

............................................................

Stamp & Sign

............................................................

**ANNEXURE A**

All figures in INR unless otherwise specified

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Properties Added | # of rooms | Initial Payment Collected | Billing Frequency | Date of Payment Collection | Deal Negotiated | | | | | | | | | | |
|  |  |  |  |  | Products Sold | One Time Integration Basic Fee Amt | One Time Integration Fee Tax Amount | Fixed Fee / OTA Commission model for CRS+CM? | CRS+CM Basic Fee per month | CRS+CM Monthly Tax Amt. | BE Comm (%) | QP Comm (%) | Website (Yes/No) | Website Basic Fee per month | Website Monthly Tax Amt. |
| **Le DJUBO** | **0** | **0** | **0** | **DD/MM/YYYY** | **All products incl website** | **0** | **0** | **FIXED FEE** | **0** | **0** | **PG Charges Given Below** | **PG Charges Given Below** | **Yes** | **0** | **0** |

Booking Engine & Quick Pay commissions are as below:



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Deal Negotiated | | | | | | | | | |
| Properties Added | Starsight Integration | Starsight Integration Required Basic Fee per month | Starsight Integration Monthly Tax Amt. | POS Integration | POS Integration Required Basic Fee per month | POS Integration Monthly Tax Amt. | TripAdvisor Integration | TripAdvisor Integration Required Basic Fee per month | TripAdvisor Integration Monthly Tax Amt. |
| **Le DJUBO** | **Yes** | **0** | **0** | **Yes** | **0** | **0** | **Yes** | **0** | **0** |

* Please note that all products including website will be deactivated on non receipt of due outstanding amount.
* Renewal pricing will be as per prevailing rates of DJUBO products at the time of renewal of subscription.
* Service Tax will be charged extra on OTA Commission, Booking Engine Commission and Quick Pay Commission.
* CRS = Centralised Reservations System / CM = Channel Manager / BE = Booking Engine / QP = Quick Pay.
* Your invoice period will begin as soon as Tripadvisor is switched ON from our backend. The property is required to visit https://www.tripadvisor.com/CostPerClick and https://www.tripadvisor.com/InstantBooking . If the property needs any assistance, DJUBO team can help the property setup their Tripconnect Cost per click as well as Instant booking tools.
* Website delivery and booking engine delivery is not linked to the start of invoice period as these integrations are done free of cost. While website delivery depends on client feedback and payment gateway approval depends on RBI, DJUBO will make best efforts to ensure quick turnaround time for these products.
* Deactivation requests have to be sent by official email only to support@djubo.com. The property will be liable to pay for the period of usage. Website and booking engine will be deactivated in case of non-payment of dues.
* Tripconnect Instant Booking, as well as Tripconnect Cost per click integration, requires you to enter your personal or corporate credit card. Failure to register on Instant booking for lack of credit card at your end will not result in a refund of fee from DJUBO.
* The rates negotiated in this contract will increase if the property adds more rooms under the same property as per the prevailing rates on the date of addition of such rooms. The revised rates will be decided based on mutual negotiation as per the prevailing rates as on the date of addition of rooms.
* Once the property has paid for the website package, after the website goes live on the official URL of the property, multiple addition/deletion/edit request will be allowed every month included in the DJUBO website package.
* DJUBO Starsight - Our base pricing includes hotel review analytics as well as those for its 5 competitors. If the hotel wants to add new competitors after onboarding then it will be possible at an extra cost. The hotel can change the competitor name as many times in the list of competitors as they like but at an extra cost of INR 1000 per such change request.
* DJUBO Fireball: DJUBO will run the Ads on Your behalf to acquire reservations for You on Google Hotel Ads & other DJUBO Fireball Partners on a fixed commission basis as agreed upon in this Agreement.
* DJUBO Fireball: DJUBO Fireball booking commissions are set at 20% net commission of the Booking Value. Booking Value is defined as the value of booking including taxes if set by the property. In case of partial payments switch the commission will still be 20% of the entire booking value plus taxes if set by the property and not the actual transaction done on the DJUBO Booking engine, ie if a property is running a 50% Pay Now scheme and if its room rate is INR 3000 plus 10% tax then if the booking is consummated then DJUBO will deduct INR 660 as the commission and the rest of the payment will be passed onto the proper
* DJUBO Fireball commission is 20% inclusive of taxes by default. However, if it is increased in the future it will as mutually agreed with client over email.
* DJUBO Fireball: Google Hotel Ads will be activated within 2 weeks from the set up of DJUBO Booking Engine. This is a set timeframe as per Google's processes.
* DJUBO Fireball: In case of cancellations of bookings through Fireball, hotels are required to mark cancellations or No Shows on their CRS within 24 hours of the cancellation or No Show to ensure the full commission is not deducted by DJUBO. In case of a cancellation, if a refund has to be processed then the property has to write to behelp@djubo.com . In case of refund, in the reverse transfer to guest the DJUBO Booking engine commission (ie Payment Gateway charges + ST {As per the government directives} or as agreed with the client will not be refunded but the rest of the amount will be refunded to the client).
* With DJUBO Starsight, you can choose up to 5 competitors in the pricing described above. Every subsequent competitor can be added at additional cost.

**Notes on Commission-based Invoicing**

1) Bookings Eligible for Commissions: All bookings made through Booking Engine connected to DJUBO during the statement period are considered. Booking dates are considered for calculating the commission, and not the stay dates. For example, if you have received the invoice for the month of March, then the commission will be calculated for all the bookings you received between 1 March & 31 March, even if they were made for the month of April and beyond.   
  
2) Calculation of Payment Amount for a Statement Period: Your payment amount has been calculated on the total booking amount as appearing on the DJUBO Booking Engine Vouchers during the statement period. Service taxes are added to the final amount to evaluate the net payment.     
  
3) Cross-checking your Invoice: To view all the bookings you received during the statement period you can go to your Booking Database in DJUBO and use the advanced search to filter out all Booking Engine bookings made during the time period.  
  
4) Refunds for Cancellations and No-shows: There are NO commission refunds or reimbursals for cancelled bookings or no-shows. This is because DJUBO services have already been rendered when a booking is generated on the DJUBO Booking Engine.

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Name Stamp & Sign