



## TERMS FOR UTILITY FEE

The terms described in this document are subject to change.

Nezasa will notify the Customer of any significant changes that may impact the Customer's Utility Fee. All conditions agreed on the applicable Service Order(s) are fixed throughout the stipulated term of such contract.

Any possible changes will only be applied at the start of the subsequent Renewal Term.

The Customer may choose to terminate the contract at the end of their current term if they do not agree with the changes. The Customer must give notice within 14 days of notification.

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# Introduction

The Utility Fee is a fee based on the following usage metric: Gross Booking Volume (GBV). GBV is the sum of all sales prices of all travel products booked within TripBuilder during a given month. The gross flight booking volume used to calculate the total GBV is weighted at 50%.

Most Product Plans come with an amount of included GBV. In the event that the included volume is consumed, a Utility Fee will be incurred and charged based on the following mechanisms.

The Utility Fee is either invoiced on a pay-as-you-process basis or as a fixed subscription.

- The flexible pay-as-you-process option is based on a simple Fixed Rate of 1.5% of your GBV and/or a Fixed Price of 0.30 per Gross Planning Credit. The Fee is charged monthly in arrears.
- The fixed subscription, called Volume Blocks, allows the Customer to consume a preselected amount of GBV or Gross Planning Credits throughout a particular time period at a discounted rate. Volume Blocks will be invoiced as an Add-On.

# Volume Blocks

Nezasa offers customers the possibility to save on their Utility Fees through the purchase of Volume Blocks.

The following rules for purchasing Volume Blocks outlined in this section apply.

# Rates

See in the tables below the Utility Fees rates applied to Volume Blocks and how they're calculated.

SIZE OF VOLUME BLOCK (IN GBV)	VOLUME BLOCK RATE
500'000 - 1'000'000	1.2%
1'000'001 - 5'000'000	1.0%

5'000'001 - 10'000'000	0.9%
10'000'001 - 20'000'000	0.8%
20'000'001 - 50'000'000	0.7%
50'000'001 - 100'000'000	0.6%
100'000'001+	0.5%

**Example of Calculation of Volume Block Monthly Fee:** In case you buy a Volume Block of 15'000'000 for a 12-month period, the equivalent monthly charge would be  $15'000'000 \times 0.8\% / 12 = 10'000$

## General Rules for Volume Blocks

- Volume Blocks can be bought in increments of 500'000 GBV, according to the prices defined in the tables above.
- Each Volume Block is valid until the end of the current contract term. All remaining GBV will expire at the end of the contract term.
- Within a contract term, you can buy a maximum of two Volume Blocks.
- Each Volume Block will be invoiced in equal increments over the length of the remainder of the contract term.

## Early Consumption

- In the event that all GBV of a Volume Block is consumed prior to its expiration date, the Customer can choose from the following three options:

### Option 1:

- The Customer chooses to purchase an additional Volume Block during the month when the existing Volume Block is fully consumed. This Volume Block is valid for the remainder of the current contract term.
- Any overage during the month when the Volume Block is fully consumed will be charged at the existing Volume Block Rate.
- The existing Volume block will continue to be invoiced as previously, with the new Volume Block being added as an extra Add-On starting the following month

### Option 2:

- The Customer decides on an early renewal of their contract, in which case any Volume Block purchased will be valid until the end of your next contract term.

- In this event, the Customer is bound to a New Contract Term, which is the length of the remainder of your current term in addition to the Renewal Term.
- Any overage during the month when the Volume Block is fully consumed will be charged at the existing Volume Block Rate.
- The remaining value of the existing fully consumed Volume Block or Volume Blocks will be invoiced in equal increments until the end of the New Contract Term.

**Option 3:**

- If the Customer decides not to buy another Volume Block, any overage will be charged at the Fixed Rate.
- All outstanding Subscription Fees related to the existing fully consumed Volume Block or Volume Blocks will be invoiced immediately as a lump sum.

## Previous Versions

Below are listed the previous versions of our Utility Fee Terms with the dates that they were published.

If your Product Plan is not applicable to the parameters stipulated above, please refer to the most recent version of this contract where parameters for your agreed Product Plan or Support Plan are outlined.

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