CORPORATE TRAVEL AGREEMENT
Terms and Conditions

These are the terms and conditions for the provision of discounted airfares to the customer listed below ("**Customer**" or "**you**") by the Carriers (as defined in Attachment 2 and listed in Attachment 1), either individually or jointly as part of an Immunized Joint Business (as defined in Attachment 2), who have signed a Carrier Addendum (as defined in Section 1) with Customer. You must not disclose a Carrier Addendum to any other Carrier except as permitted under Section 10. No travel is provided by a Carrier pursuant to this Agreement.

1. Contracted Fares; Assignment. You will have a Carrier Addendum for each Carrier or Immunized Joint Business (each a "**Carrier Addendum**") that sets forth the contracted fares agreed to between you and the Carrier or Immunized Joint Business (the "**Contracted Fares**"). By signing a Carrier Addendum, you and the applicable Carrier (or Carriers in the case of an Immunized Joint Business) agree that these terms and conditions are incorporated by this reference together with the Carrier Addendum to form the corporate travel agreement between you and Carrier(s) (each, an "**Agreement**"). If there is any inconsistency between the terms of a Carrier Addendum and these terms and conditions, the Carrier Addendum prevails. You and your Affiliates (as defined in Attachment 2) may purchase Contracted Fares only for Eligible Travelers (as defined in Attachment 2) in accordance with the terms of each Agreement. You must ensure your Affiliates comply with each Agreement. No party can assign any Agreement without the consent of the other party (ies), which consent will not be unreasonably withheld.

2. Performance and Corporate Structure. If you fail to attain a performance goal specified in a Carrier Addendum, the relevant Carrier (or Carriers in the case of an Immunized Joint Business) may withdraw any affected Contracted Fares without liability to you. The Contracted Fares and any performance goals are based on your current corporate structure, including the identity of your Affiliates. If your structure changes in a material way (e.g., you merge with or are purchased by another company or you acquire or sell an Affiliate) you agree to promptly notify all of the Carriers of such change in writing and that a Carrier (or Carriers in the case of an Immunized Joint Business) may require you to meet and negotiate in good faith any modifications which would be required to maintain the original contractual intent of the parties. Should your travel requirements change in any other way, upon request each Carrier will be happy to review the preferential pricing and routes you have been offered.

3. Term. Subject to Section 4, these terms and conditions will be valid for a period of six years commencing on the date first set forth above. The pricing with respect to a Carrier is as specified in a Carrier's or Immunized Joint Business's corresponding Carrier Addendum. Each Carrier Addendum sets out the date range for each type of Contracted Fare that may be used by Eligible Travelers, although the Contracted Fares cannot be used until the corresponding Carrier receives a countersigned copy of the Carrier Addendum and such Contracted Fares are accepted and implemented by the Carrier. Notwithstanding the above, each Agreement expires as to each individual Carrier (or Carriers in the case of an Immunized Joint Business) on the last date on which the Contracted Fare may be applied as specified in the applicable Carrier Addendum.

4. Termination and Program Changes. The Carriers will review the Corporate Travel Agreement program from time to time and reserve the right to amend or cancel the Corporate Travel Agreement program upon notice without liability to you. Either you or a Carrier may terminate the Agreement as to that Carrier (or Immunized Joint Business):

(a) for any reason, with or without cause, by giving at least 30 days' prior notice to the other party;
(b) immediately by giving notice in the event of a breach of confidentiality by the other party; or
(c) immediately by giving notice in the event of any other breach of the Agreement by the other party that remains uncured for seven days after receipt by that party of notice describing the breach.

If a Carrier terminates its Agreement under Section 4(b) or 4(c), each other Carrier may terminate its Agreement with you by giving at least 10 days' prior notice. No travel on Contracted Fares is allowed after termination or expiry of the applicable Agreement, except for travel that was properly ticketed prior to your receipt of notice of termination.

5. Agencies. All travel using the Contracted Fares must be booked and ticketed through the travel agency (ies) ("**Agencies**") designated by you. An Agency must hold a valid appointment by each Carrier through ARC or IATA to qualify as an Agency under the applicable Agreement. The Agency is required to notify each Carrier of its distribution or security information (owning IATA, office identifiers/ pseudo city codes, etc.) in the format advised by each applicable Carrier. You must ensure your Agencies comply with the terms of each Agreement. You will give each Carrier prior notice of any change of Agency. Such change will be processed by each Carrier as an amendment as soon as reasonably possible.

6. Use of Contracted Fares. Contracted Fares may be applied only at the time of ticketing, only to an eligible fare type as specified in the applicable Carrier Addendum, and only if the procedures and requirements in the Agreement with the Carrier are complied with in full. You or your Affiliate will not receive any payment or reimbursement for discounts not applied at the time of ticketing. Each Carrier's standard fares, rules and restrictions apply to the Contracted Fares. Unless otherwise agreed in writing with the Carrier, Contracted Fares cannot be combined with any other discount, incentive or promotional program, except as specified under a frequent flyer program. Each Carrier, either individually or together as part of an Immunized Joint Business, retains the right to change any aspect of its business (including flights, schedules, routes, fares, fare structures, product offerings, operations and seat availability).

7. Unauthorized Use or Misuse. You will notify each of the Carriers immediately of any unauthorized, speculative, fraudulent or abusive booking or ticketing or use of the Contracted Fares. In the event of such activity, without limiting any other available remedies, the affected Carrier, either individually or as part of an Immunized Joint Business, may issue to you or your Agency a debit memo for the difference between the fare paid and the full published standard fare for the affected ticket, and you shall promptly pay that amount to affected Carrier.

8. Reports. When any Carrier, either individually or as part of an Immunized Joint Business, provides you with a data release authorization you will, within 30 days after the end of each month, provide and cause your Agencies to provide data described in the authorization ("**Reporting Data**") on a confidential basis to the third-party data aggregator at no cost to any Carrier. The Reporting Data must include all information necessary to support the tracking and validation of any performance measurements for each Carrier or Immunized Joint Business, including all information regarding your Affiliates who benefit from each Agreement. Notwithstanding the foregoing, you will not, and will procure your Agencies do not, disclose any personal data (as defined by applicable data protection and privacy laws) as part of the Reporting Data. Contract performance reporting will be provided by each Carrier to Customer.

9. Privacy and Data Protection. Because each Carrier has a direct relationship with its passengers, information regarding Eligible Travelers provided during booking, ticketing or travel (e.g., booking records) or information provided by separate agreement (such as frequent flyer information) is governed by the Carrier's data privacy policy and direct contractual relationship with such customer, and is not governed by the Agreement with each Carrier. Each party acknowledges that it is acting as an independent data controller (as defined by applicable data protection and privacy laws) of any personal data it processes to give effect to this Agreement. Such information will be collected and maintained in compliance with applicable law.

10. Confidentiality. These terms and conditions, any current or historical data, the Contracted Fares, the Carrier Addenda, fares, pricing data, and other proprietary information exchanged during any past, present or future request for proposal (RFP) or contract renewal process, or other information we exchange with each other in a corporate travel arrangement ("**Confidential Information**") shall be kept confidential by Customer and the Carriers.

The Carriers recognize that you may engage a travel consultant, travel management company, travel agency or some other form of travel advisor (each a "**Travel Company**") in connection with procuring corporate travel arrangements. You may not share Confidential Information with any Travel Company or any other third party except as expressly permitted under this Section 10.

(a) Each of Customer and the Carriers may share Confidential Information with:

(i) those who need to know such information to implement these corporate travel arrangements and who are bound by corresponding confidentiality obligations; and

(ii) Travel Companies that you engage for travel consultant or travel agency services; provided that in each case the Travel Company (A) needs to know such information for the purpose of procuring such corporate travel arrangements from the Carriers, and (B) the Travel Company is bound by corresponding confidentiality obligations that are at least as restrictive as those contained herein.

(b) In addition, the Carriers may share Confidential Information with Immunized Joint Business Partners, Carrier Affiliates and third-party data aggregators authorized pursuant to Section 8 for purpose of assessing your past travel or current or future travel needs who are bound by corresponding confidentiality obligations; in each case (a) and (b) to the extent not prohibited by applicable law.

This confidentiality obligation will not apply to information that: (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like, through no wrongful act, fault or negligence on the part of the receiving party; (ii) was already in possession of the receiving party, as evidenced by the receiving party's written records, prior to the time of disclosure hereunder; (iii) is received by the receiving party from a third party without restriction and without breach of such third party's obligations of confidentiality; or (iv) is independently developed by

the receiving party as evidenced by its written records. Customer, Carrier or Immunized Joint Business Partner may also disclose the Confidential Information of a party to the extent required by applicable law or a governmental authority, after, where legally permissible, notifying the other party. You must not disclose the Confidential Information and in particular the pricing or fares of a Carrier to another Carrier that is not a Carrier Affiliate or Immunized Joint Business Partner of that Carrier, without the prior written consent of the relevant Carrier.

This confidentiality obligation will survive the termination or expiration of each Agreement for a period of three years, unless otherwise specified in a Carrier Addendum.

11. Liability and Contract of Carriage. Except for a party's confidentiality obligations, no party shall be liable to the other for any loss of profit or other economic loss, direct or indirect, or any indirect or consequential, punitive or exemplary losses or damages that arise out of or in connection with each Agreement. Each Carrier is severally, and not jointly, liable for any of its obligations and liabilities arising under the applicable Agreement. Consistent with the Montreal Convention on liability of air carriers for personal or property damage, the ticket that each Carriers issues to an Eligible Traveler creates a contract of carriage directly between the relevant Carrier and the individual under the conditions of carriage, tariffs and general rules of such Carrier or other travel providers involved in the journey.

12. Corporate Responsibility. The Carriers share your desire to work with ethical companies. As such each Carrier has a code of corporate responsibility posted on its website. You can find a link to each Carrier's code in Attachment 1.

13. Notices. All notices must be given in writing to the addresses in Attachment 1. A notice is deemed to be received five (5) days after the date of mailing. Notices contained in a .pdf document on company letterhead may also be provided by a party and delivered via e-mail to the e-mail addresses that such Carrier and Customer provide for such purpose. For deemed receipt, the sender should request that the recipient acknowledges having read the email. An automatic confirmation of receipt notification does not constitute acknowledgement of an email for the purposes of this clause.

14. Governing Law. Each Agreement will be governed by the laws of the State of Texas, without regard to choice of law principles, and each party submits to the jurisdiction of the federal and state courts of that State.

15. Entire Agreement. Each Agreement constitutes the entire agreement between you and each applicable Carrier with respect to the specific subject matter set forth herein and supersedes and replaces any oral understandings or prior agreements. Each Agreement may be executed by the parties via the electronic signature process, and upon such execution will be valid and binding on the parties.

16. Force Majeure. No party will be in breach of any Agreement if there is a total or partial failure of performance of its duties and obligations occasioned by any act of God, fire, act of government or state, war, insurrection, embargo, terrorist act, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature and any other reason beyond the reasonable control of a party.

17. General Conditions. A failure of a party to enforce a provision of any Agreement will neither constitute a waiver of such provision nor prejudice the right of such party to enforce such provision at any subsequent time. A person who is not a party to an Agreement (including, without limitation, any employee, officer, agent, representative or sub-contractor of either party) will not have the right, whether at common law or under any statutory claim of such right, including but not limited to any statutes that grant or regulate the rights of third parties to agreements, to enforce any terms or conditions of the Agreement. No alterations to the terms and conditions of any Agreement will be effective unless contained in a written document agreed to by the authorized representative of each party.