R e g i o n a l I n c e n t i v e A g r e e m e n t

(1) Travelport Global Distribution System B.V.

(2) Travelport LP

- and –

(3) Big Sky Grup SCL

Travelport Europe Legal Team
Axis One, Axis Park
10 Hurricane Way
Langley
Berkshire
SL3 8AG
United Kingdom

TRAVELPORT REGIONAL INCENTIVE AGREEMENT

SECTION A
PARTIES

Customer Number: 0000517764

Effective Date of this Agreement: 1 August 2012

This Regional Incentive Agreement (the **"Agreement"**) is by and between:

Travelport Global Distribution System B.V., a company incorporated in the Netherlands with registered number 34074914, whose registered office is situated at Taurusavenue 33 A 2132LS Hoofddorp Netherlands (**"TGDS BV"**); and
Travelport, L.P., a limited partnership organised and existing under the laws of State of Delaware, USA having its office at 300 Galleria Parkway, N.W. Atlanta GA 30339, United States of America ("**Travelport LP**")
(collectively **"Travelport"**);

and

Legal Business Name: Big Sky Grup SCL (the **"Subscriber"**). PCC: Various
Trading Name: Skytours IATA:
Registered Address: Avinguda Saint Antoni 35 1.2, AD 400 La Massana
Correspondence Address: Avinguda Saint Antoni 35 1.2, AD 400 La Massana
Company Number: 922440 H, Nr. NRT L-708 532-S
Country: Principality of Andorra Telephone:
Subscriber Contact: Dirk Nückles e-mail: dn@skytours.de
Value Added Tax (**VAT**) registration: NRT Number L 708 532 S FAX:

WHEREAS, Travelport agrees to make available to the Subscriber and to the Subscriber Group Companies, access to the Travelport GDS and associated products and services subject to the terms set out in this Agreement. Travelport has agreed to provide a program of incentives to the Subscriber in consideration of the Subscriber Group Companies usage of the Travelport GDS on the terms set out below. Reference to the Subscriber shall include reference to the Subscriber Group Companies, and the subscriber contracts under its own name and on behalf of the Subscriber Group Companies.

This Agreement supersedes and replaces all existing agreements between Travelport and Subscriber Group Companies, which shall be terminated and all rights and obligations under those agreements shall transfer to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Entire Agreement. This Agreement includes the following Sections and all written amendments thereto:

- ☒ Section A: Parties
- ☒ Section B: Products, Services and Charges
- ☒ Section C: Financial Terms
- ☒ Section D: Standard Terms and Conditions
- ☒ Section E: Special Terms Relating to Products and Services
- ☒ Section F: List of Qualifying Subscriber \group Companies

2. Definitions
Capitalised terms used in the Agreement will have the meanings set out in each Section of this Agreement.

3. Term
Access to the Travelport GDS and provision of associated products and services shall begin from the Effective Date and will continue for an initial term of 48 months (**"Initial Term"**) unless terminated earlier in accordance with Clause 15 of Section D. Thereafter, this Agreement will automatically renew for successive periods of 3 month(s) until terminated by either party giving a minimum of 3 months prior written notice to the other party (**"Term"**) or otherwise terminated earlier in accordance with Clause 15 of Section D.

4. Territory
Access to the Travelport GDS and provision of associated products and services shall be provided in United States of America, Principality of Andorra, Spain, Germany, Sweden, Denmark, Finland, Norway, Greece, UK, Netherlands, Portugal, Poland, Italy, Russia (**"Territory"**).

5. Precedence
In the event of any conflict or inconsistency between Sections A, B, C, D and E the following order of precedence shall apply to the extent of any inconsistency only:

Section D
Section E
Section C
Section B
Section A

By signing below the parties acknowledge their acceptance of the terms and conditions of this Agreement and its attachments.

For and on behalf of Travelport GDS BV:

Signature: ----------

Print Name ----------

Title: ----------

Date: ----------

For and on behalf of Big Sky Informatics:

Signature: ----------

Print Name Dirk Nückles----------

Title: Technical Director----------

Date: ----------

For and on behalf of Travelport LP:

Signature: ----------

Print Name ----------

Title: ----------

Date: ----------

SECTION B

PRODUCTS, SERVICES AND COMMERCIAL TERMS

Customer Number: 0000517764

1. Travelport GDS

The Subscriber hereby elects to use the Travelport GDS as selected below:

☒ Galileo GDS

☒ Worldspan GDS

2. Location Based Products & Services

Travelport Agility shall be provided to the Subscriber as set out in the Travelport Agility schedule in Appendix 1. Travelport shall calculate the applicable charges payable in respect of Travelport Agility by determining the number of active DAs being used by the Subscriber based solely on Travelport's records. Travelport Agility and the additional products and services as may be set out in this Section B (including in the table(s) below) shall be provided by Travelport to the Subscriber at the Locations (if applicable) subject to any specific product or service terms and descriptions as set out in this Agreement or as annexed to this Agreement from time to time.

Head Office Customer Number: 0000517764 IATA: various PCC: various

Head Office Location: Avinguda Saint Antoni 35 1.2, AD 400 La Massana Andorra

Products & Services & Associated Charges

Code	Description	Monthly Charge per active DA
TPAGIL	Travelport Agility	€5.00

Code	Quantity	Description	Monthly Charge each	Total

Total Charges (excluding Travelport Agility and any Charges applicable under Section E)

Total Charges (including additional locations if applicable):

Total Monthly Charges: _____

Total Implementation and One-Off Charges: _____

3. Training

Travelport will provide training to the Subscriber and to Subscriber Group Companies on request in accordance with the terms set out in Section E and subject to the payment of the Charges set out in Section E. The Subscriber agrees that it will be liable for the full Training Charges for each Training course it requests unless a discount is included in Section E.

4. Service Centre Support

Travelport will provide the Service Centre Support to the Subscriber and to Subscriber Group Companies in accordance with the terms set out in Section E and subject to the payment of the Charges set out in Section E.

5. Optional or Additional Products and Services

Travelport may offer additional or optional software, products, features, services and content (collectively, **"Optional Services"**) to the Subscriber and to Subscriber Group Companies upon written notice from time to time, subject to Travelport's then-current charges, terms and conditions. Travelport reserves the right to charge additional fees or premiums for enhanced Optional Services that may have previously been provided to Subscriber and to Subscriber Group Companies without such enhancements.

The Subscriber's and Subscriber's Group Companies use of any of the Optional Services will be subject to the terms of this Agreement and constitute the Subscriber's agreement to pay Travelport its current Charges (as amended) and abide by the current terms and conditions for such Optional Services (as may be amended from time to time). A complete listing of Optional Services offered at any particular time is available by logging in at www.travelportservices.com. In the event that Travelport agrees to supply and the Subscriber agrees to purchase Optional Services the parties may enter into an addendum to this Agreement through which the additional terms and conditions which apply to the Optional Services (if any) shall be attached at Section E to this Agreement, or Travelport shall otherwise provide such terms and conditions and/or Charges to the Subscriber which shall then form part of this Agreement.

6. Excess Message Fees

Subscriber will be liable for the applicable charges in respect of any Messages created via the Travelport GDS (excluding those generated and charged for under a Travelport API Addendum (if applicable)) in excess of the Message ratios as detailed in the table below (**"Excess Message Fees"**).

Message Charges	Excess Message Fee	Allowed Messages
Message – Travelport GDS	0.0008	per Message in excess of 300 Messages per Segment (300:1) or per Message (if no Segment is generated)
Message – E-Pricing Travelport Agility	0.0044	per Message in excess of 900 Messages per Segment (900:1) or per Message (if no Segment is generated)
Message – E-Pricing Premium	0.0066	per Message in excess of 900 Messages per Segment (900:1) or per Message (if no Segment is generated)

Travelport will determine the number of Messages solely from its books and records and invoice Subscriber each Year for Excess Message Fees in accordance with the table in this Clause 6, and Subscriber will pay each invoice within 30 Business Days of the date of invoice.

If any total amount of Excess Message Fees to be invoiced to Subscriber is greater than one thousand USD ($1,000.00) at any time during a Year, Travelport reserves the right to invoice Subscriber for such charges, irrespective of the billing frequency stipulated in the Agreement.

In consideration of Travelport's agreement to increase the Message ratios to the values set out in the table above, the Subscriber shall pay €0.30 per Segment generated. In the event that the Subscriber succeeds in dramatically reducing its Message ratios to levels which Travelport in its discretion considers to be acceptable, Travelport and the Subscriber agree to meet to discuss removing the charge of €0.30 per Segment generated.

7. Super Access Product

Subscriber will participate in the Super Access Product with respect to Segments generated in the Worldspan GDS with a point of sale in the United States of America. Subscriber will pay Travelport $0.80 per airline Segment on travel suppliers covered by the Super Access Product. Notwithstanding the foregoing, Subscriber's fee for participation in the Super Access Product will not exceed the financial assistance payable for any Segment on such carrier.

8. Charges

Unless otherwise indicated, all Charges referred to in this Agreement are expressed in EURO and shall be billed by Travelport monthly in arrears. The Subscriber shall pay all Charges due under this agreement for all Products and Services provided to the Subscriber and to Subscriber Group Companies. The Subscriber Group Companies shall be jointly and severally liable for payment of any Charges which are not satisfied by the Subscriber.

SECTION C

FINANCIAL INCENTIVE TERMS

Customer Number: 0000517764

1. Currency and Billing

1.1 Unless otherwise indicated, all figures in this Agreement are expressed in Euro. Notwithstanding this, the Subscriber and Travelport agree that all payments shall be made in Euro.

1.2 Payments for Per-Segment Incentives due under this Section C shall be made quarterly. All payments due under this Section C will be paid following Travelport's receipt of a valid tax invoice issued either:

i) by the Subscriber within 3 (three) months of the date on which the Subscriber became entitled to issue such tax invoice; or
ii) as a self-billed tax invoice by Travelport in accordance with the Self Billing Invoice Addendum as set out in Section E (if applicable).

2. Segment Commitment

2.1 During each Year of the Term (**"Segment Commitment Period"**) the Subscriber agrees to generate by itself and/or through its Subscriber Group Companies (as a minimum) the number of Air, Car Rental and Hotel Segments (combined) as set out in the table below through the Travelport GDS (**"Segment Commitment"**).

Segment Commitment Period	Number of Segments
Year 1	110,000
Year 2	115,000
Year 3	120,000
Year 4	125,000
Term Segment Commitment	470,000

2.2 Travelport may discount the Subscriber's Charges if provided for in Section B and/or Section E in consideration for the Subscriber achieving the Segment Commitment during each relevant Segment Commitment Period and the Term Segment Commitment during the Term. Notwithstanding any other provision of this Agreement, if the Subscriber should fail to meet the Segment Commitment in any given Segment Commitment Period or the Term Segment Commitment during the Term and a discount has been applied then (in addition to any other remedies Travelport may have for material breach) Travelport may in its sole discretion cease to apply any of the discounts to Charges with immediate effect and require the Subscriber to pay the Charges in full from the Effective Date.

3. Per-Segment Incentive

3.1 Travelport will pay to the Subscriber the per-Segment incentive (**"Per-Segment Incentive"**) for Segments (excluding Excluded Domestic Segments) booked and ticketed by the Subscriber only in accordance with the table(s) below and such payment shall be calculated and made in accordance with Clause 4 of Section D and clause 1 of Section C. For the purposes of this Clause, the Segment count shall be reset to zero at the start of each Year.

3.2 Any Per-Segment Incentive earned will be payable within 45 Business Days following the date of the invoice for such amount.

	Minimum Segment Level Target	Per-Segment Incentive (within the threshold)
	For 1 or more Segments	1.65 for each Air, Car Rental and Hotel Segment

3.3 US Segments shall earn $1.00 for each Air, Car Rental and Hotel Segment.

3.5 Excluded Domestic Segments shall not be eligible to receive any Per-Segment Incentives, or be counted in any Segment count (such as the Segment Commitment count) for the purposes of any of the provisions of this Section C.

3.6 Any Per-Segment Incentives for Segments which are generated in the United States of America shall be paid by Travelport LP Any Per-Segment Incentives for Segments generated in in the rest of the world shall be paid by TGDS BV.

4. Sign on Bonus

4.1 Travelport will pay to the Subscriber €16,000 (**"Sign on Bonus"**). The Sign on Bonus is a one-off payment made by Travelport to the Subscriber in advance in anticipation of the Subscriber's productivity in generating Segments through the Travelport GDS throughout the entire Term and achievement of any Segment Commitments and the Term Segment Commitment.

4.2 The Sign on Bonus is payable in within 45 Business Days of Travelport's receipt of the Subscriber's valid tax invoice following the date of this Agreement..

5. Productivity Bonuses

5.1 In each Year if the Subscriber generates in excess of each of the relevant Productivity Bonus Segment Commitment set out below then Travelport shall pay the Subscriber the corresponding bonus (**"Productivity Bonus"**).

Year	Productivity Bonus Segment Commitment	Productivity Bonus
Year 1	200,000	37,000
	230,000	15,000
Year 2	200,000	34,350
	230,000	15,000
Year 3	200,000	31,750
	230,000	15,000

Year 4	200,000	29,100
	230,000	15,000

5.2 The Productivity Bonus shall be calculated based on the number of Segments booked and ticketed by the Subscriber in the relevant Year.

5.3 Productivity Bonus payments (if achieved) are cumulative and shall be made within 45 Business Days of Travelport's receipt of the Subscriber's valid tax invoice following achievement by the Subscriber of each Productivity Bonus Segment Commitment amount as applicable in each year. For the purposes of this Clause the Segment count shall be reset to zero at the start of each Year.

6. Shortfall Calculations

6.1 If this Agreement is terminated by either party at any time during the first Year for any reason then the Subscriber shall within 15 Business Days of such termination repay to Travelport the Consideration in its entirety and Travelport shall not be liable to make any further payments to the Subscriber under this Agreement whatsoever.

6.2 If at the expiry of any Segment Commitment Period the Segment Commitment for that Segment Commitment Period has not been achieved by the Subscriber, then in addition to Travelport's remedies for material breach, the Subscriber shall (on Travelport's request) repay to Travelport such amount of the Consideration which shall be calculated in accordance with the following formula and such payments will be made by the Subscriber within 15 Business Days of the end of the relevant Segment Commitment Period (**"Periodic Shortfall Payment"**):

$$\frac{A}{B} \times C$$

Where: A = the Consideration relevant to the particular Segment Commitment Period

B = the Segment Commitment for that Segment Commitment Period

C = the number of Segments booked and ticketed by the Subscriber in the relevant Segment Commitment Period short of the Segment Commitment for such Segment Commitment Period.

6.3 If Travelport fails to request or elects not to request any repayment due to it under the immediately preceding Clause in any Year, it shall be entitled to request such repayment from the Subscriber at any time during the remainder of the Term, and any such repayment shall be made by the Subscriber within 15 Business Days of the receipt of Travelport's request, and Travelport shall have the option in its sole discretion to set off the repayment against any payments due by Travelport for any subsequent Segment Commitment Period.

6.4 Should this Agreement terminate for any reason at any time after the first anniversary of the Effective Date, or if the Productivity Incentive Scheme is suspended for any reason and/or on expiry of this Agreement and the Term Segment Commitment has not been achieved by the Subscriber by the date of termination, suspension or expiry, then in addition to Travelport's remedies for material breach, the Subscriber shall (upon Travelport's request) repay to Travelport such amount of the Consideration which shall be calculated in accordance with the following formula (less any amounts already repaid by the Subscriber to Travelport as Periodic Shortfall Payments) and such payments will be made by the Subscriber within 30 days of expiry or termination of the Agreement (as applicable) (**"Term Shortfall Payment"**):

$$\frac{A}{B} \times C$$

Where: A = the Consideration

B = the Term Segment Commitment

C = the number of Segments booked and ticketed by the Subscriber short of the Term Segment Commitment as at the date of termination or expiry.

6.5 Travelport shall be entitled to request any Periodic Shortfall Payment that it has previously failed to request and/or elected not to request and such payment shall form part of the Term Shortfall Payment.

6.6 The Subscriber acknowledges and agrees that the Term Shortfall Payment and any Periodic Shortfall Payments are fair and reasonable taking into account such non-exhaustive factors as Subscriber's agreement on the Segment Commitment at the start of this Agreement; the Consideration made available to the Subscriber, the payments payable to the Subscriber under Section C over the projected life of this Agreement, and the cost to Travelport in providing the Services outlined in this Agreement.

7. Subscriber Group Companies & Locations

7.1 Segments generated by the Subscriber Group Companies at the Subscriber locations as listed at Schedule F to this Agreement will be counted when determining the Subscriber's Annual Segment Commitment and Total Segment Commitment and the tier payment of Per Segment Incentives as set forth in this Agreement. Travelport shall have no liability to make any incentive or bonus payments to Subscriber Group Companies.

8. Previous Charges

8.1 The Subscriber acknowledges that under the previous Subscriber Services Agreement between itself and Travelport with an effective date of 1 August 2009 the Subscriber owes Travelport the amount of €4,000,000 ("Previous Charges") in respect of excess message fees which were incurred but were not paid by the Subscriber. Save for Travelport's right to request payment of the Previous Charges at any time, the Subscriber shall in the event of termination of this Agreement for any reason, repay the Previous Charges to Travelport in full within 30 days of request from Travelport.

SECTION D

TERMS AND CONDITIONS

Customer Number: 0000517764

1. Definitions

In this Agreement, unless the context otherwise requires–

"Agreement" means this agreement which shall include Sections A, B, C, D and E (if applicable) attached hereto together with any amendments which may be added to this Agreement from time to time;

"Air Segment" means an air travel reservation for one passenger over one sector of a journey on a direct itinerary and for which a valid ticket has been issued by that Vendor;

"Basic Booking Product" means the functionality whereby Travelport provides, at the option of a Vendor, the ability for Subscriber travel agents to make bookings with a Vendor which has limited and specific operating characteristics, including but not limited to a booking with: (a) a single cabin class where there are no other classes of cabin on the same flight; and/or (b) a maximum of eight reservation booking designators; and/or (c) no interlining; and/or (d) without code-sharing; and/or (e) no interactive booking functionality; and/or (f) no ticketing requirement by that Vendor via the Travelport GDS;

"Booking Files" means the passenger name records and related files that are created as a result of bookings made in and through the Travelport GDS and which may contain Personal Data;

"BSP" means the billing settlement plan or any similar settlement scheme in the Territory;

"Bundled Air Transport Product" means a pre-arranged combination of an Unbundled Air Transport Product with other services not ancillary to air transport, offered for sale and/or sold at an inclusive price;

"Business Day" means any day other than Saturday or Sunday which is not a bank or public holiday in the Territory or in the jurisdiction in which Travelport's registered office is located;

"Car Rental Segment" means one car booking or reservation for which a valid ticket or other approved document or voucher is produced and which is made via the Travelport GDS;

"Charges" means the charges and fees as set out in this Agreement and/or any additional terms and conditions as applicable and any further charges and fees that may be payable by the Subscriber to Travelport under this Agreement;

"Claim" has the meaning given to it in Clause 13.10;

"Consideration" means the total value of any payments made by Travelport to the Subscriber in accordance with or in connection with this Agreement (excluding any Per-Segment Incentive) together with any Previous Shortfall or Shortfall Advance Payment and the total value of any discounts to Charges given by Travelport to the Subscriber under this Agreement or any addendum to this Agreement (including but not limited to discounts to Software Products, training, Excess Message or Service Centre Support Charges (if applicable)), which are all made available to the Subscriber in advance in anticipation and consideration of the Subscriber complying with its obligations under this Agreement;

"Control" means, in relation to a body corporate or undertaking, the power of a person to secure that its affairs are conducted in accordance with the wishes of that person

(A) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate or undertaking; or

(B) by virtue of any powers conferred by the articles of association or any other document regulating the affairs of or interests in that or any other body corporate or undertaking;

and, in relation to a partnership, means the right to a share of more than one-half of the assets, or of more than one-half of the income, of the partnership and **"Controlled"** and **"Controlling"** shall be construed accordingly;

"CRS Code" means the Regulation (EC) No 80/2009 of the European Parliament and of the Council of 14 January 2009 on a Code of Conduct for computerised reservation systems and repealing Council Regulation (EEC) No 2299/89 as amended from time to time;

"DA" means Device Address which is the Travelport-assigned alpha numeric address for accessing the Travelport GDS;

"Data Protection Laws" means all applicable laws, regulations, regulatory requirements and codes of practice in connection with the use, processing and disclosure of Personal Data;

"Data Subject" means an individual about whom information is held, controlled or processed;

"Equipment" means any hardware or equipment provided by Travelport to the Subscriber;

"Euro" means the lawful currency, as at the date of this agreement, of Participating Member States.

"Excluded Domestic Segments" means Segments generated by the Subscriber with a point of sale in Germany, Switzerland, Austria or Liechtenstein on any of Deutsche Lufthansa AG (Lufthansa Airlines under designator code LH), Swiss International Airlines (under designator code LX) or Austrian Airlines (under designator code OS) (collectively "Excluded German Domestic Segments"); and Segments generated by the Subscriber with a point of sale in Israel on either of Sun D'Or International Airlines (under designator code 2U) or El Al Israel Airlines (under designator code LY) (collectively "Excluded Israeli Domestic Segments"); and means Segments generated by the Subscriber with a point of sale in the United States of America on any of AirTran Airways (under designator code FL), jetBlue (under designator code B6), Southwest Airlines (under designator code WN), Virgin America (under designator code VX) (collectively "Excluded US Domestic Segments"); and means Segments generated by the Subscriber with a point of sale in Greece on Aegean Airlines S.A (under the designator code A3) in classes any 'P','U','T','S' and/or any other class Segment, as may be added from time to time, and any web fares generated on Olympic Air (under the designator code OA) ("Excluded Greek Domestic Segments") and Segments generated by the Subscriber with a point of sale in Russia on on any of the following airlines: (a) Aeroflot Airlines under airline designator code SU; and/or (b) Rossiya airlines under airline designator code FV: and/or (c) Transaero Airlines under airline designator code UN; and/or (d) Utair Aviation JSC under airline designator code UT; and/or Ural Airlines under airline designator code U6; and/or (g) Sky Express; and/or (H) VIM Airlines under airline designator code NN: and/or Tatarstan Airlines under airline designator code U9; and/or (j) Kavminvodyavia under airline designator code KV; and/or (k) Kuban Airlines under airline designator code GW; and/or Vladivostok Air under arline designator code XF; and/or (m) Yamal Airlines under airline designator code YC; and/or (n) Orenair under airline designator code R2; and/or (o) Nordavia Regional Airline under airline designator code 5N; and/or (p) Donavia under airline designator code D9(collectively "Excluded Russian Domestic Segments").

"Force Majeure" means, in relation to either party, a cause beyond the reasonable control of that party including but not limited to natural disasters, armed conflict, terrorist attacks, strikes, labour disputes, work stoppages, fire, acts of government, computer worms or viruses, (but not a failure by the Subscriber to implement adequate virus protection, acts or omissions of any telecommunications or other supplier or any power failure, power surge or breakdown in equipment and, in relation to Travelport only, further including any cause beyond its, or any Travelport Group Company's, reasonable control affecting the proper performance of the Travelport GDS;

"Galileo GDS" means the Travelport GDS which is branded Galileo;

"GDS" means a global distribution system, a mainframe computer reservation system (sometimes referred to as **"CRS"**) used to (i) collect, store, process, display and distribute information concerning air and ground transportation, lodging, and other travel-related goods and services and (ii) enable users to make reservations for purchase or obtain tickets for such goods and services. The Travelport GDS can include the Travelport Equipment, Software and related hardware, and Travelport Data;

"Hotel Segment" means one hotel booking or reservation for which a valid ticket or other approved document or voucher is produced and which is made via the Travelport GDS;

"IATA Codes" are abbreviations that the IATA publish that uniquely identify locations, equipment, companies, and times to standardise international flight operations;

"Intellectual Property Rights" means copyright and all other intellectual property rights (including, without limitation, patents, trademarks, service marks, designs, domain names, database rights, moral rights (whether registered or unregistered) and any other similar protected rights in any country);

"LAN" has the meaning given to it in Clause 11.6;

"Location(s)" means the Subscriber's premises where Travelport provides the Travelport GDS in the Territory pursuant to this Agreement;

"Low Yield Segment" means a Segment generated by the Subscriber on content in the Travelport GDS for which Travelport receives a limited or low yield from the Vendor:

"Manuals" means any documents, instructions or other information provided by Travelport to the Subscriber for facilitating the correct use and operation of any products or services supplied under this Agreement, as amended or updated by Travelport from time to time, including those in electronic format;

"Message" means any inquiry, request, command or other interaction with the Travelport GDS generated by Subscriber whether manually or by way of any automated programs. The number of Messages will be determined solely by Travelport from its books and electronic records. Travelport reserves the right to introduce new Message types and pricing related thereto at any time and Subscriber's use of such new Message types will constitute Subscriber's agreement to pay the then-current applicable fees;

"Optional Services" has the meaning given to it in Section B;

"Participating Member States" means any state of the European Union that has adopted and retains the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"Passive Segments" means a Segment booked outside of the Travelport GDS which is booked direct with a Vendor, or through a booking application, which is then placed into the Travelport GDS for information or ticketing purposes;

"Permitted Purpose" means the obtaining of information via the Travelport GDS, about schedules, fares, seat availability and other services of Vendors, the making of bookings which are not speculative, fictitious, duplicative or made solely for the purpose of achieving productivity-based segment objectives in respect of such services, and any other use as set out in the Manuals;

"Per-Segment Incentive" is the consideration paid for each Segment booked and ticketed by the Subscriber;

"Personal Data" means any personal data relating to identifiable natural persons and may include, amongst other things, name, address, telephone number(s) which may include sensitive data;

"PNR" means a passenger name record;

"Principal Display" means a comprehensive neutral display of data concerning air services (and rail carriers where applicable) between city-pairs, within a specified time period;

"Product Data" means data (which may include the identity of the Subscriber) which is extracted from the Travelport GDS by the Travelport Group Companies but which does not contain Personal Data;

"Productivity Incentive Scheme" means the scheme by which Travelport may make payments to the Subscriber for its use of the Travelport GDS, in accordance with Section C of this Agreement;

"Rail Segment" means one reservation resulting from a booking made with a rail Vendor using the Travelport GDS where a valid ticket has been issued;

"Restricted Information" means information which is disclosed to the Subscriber by Travelport or any Travelport Group Company pursuant to or in connection with this Agreement or otherwise in the course of negotiations or contractual discussions between the parties (whether in relation to this Agreement or otherwise) whether orally or in writing or by any other means, and whether or not the information is expressly stated to be confidential or marked as such, including but not limited to the Consideration, Charges, Per-Segment Incentives and other financial incentives payable under this Agreement, the Manuals, the Software Products, ticket data records, pseudo city codes or any other passenger information supplied to the Subscriber by Travelport or any Travelport Group Company and all other passwords to access or use the Travelport GDS;

"Segment" means any and each Air Segment, Rail Segment, Car Rental, Hotel Segment, tour, or travel reservation and which (a) is made by the Subscriber or a Subscriber Group Company via the Travelport GDS; and (b) results in a fee payable by the Vendor to Travelport and/or a Travelport Group Company at a full service level; and (c) is not speculative, fictitious, duplicative or made solely for the purpose of achieving productivity-based Segment objectives; and (d) has been accepted by the Vendor; and (e) is not made via the Basic Booking Product; and (f) is not a Low Yield Segment; and (g) has not been cancelled and (h) is not a Passive Segment. Vendors may be added, deleted or change their level of participation in the Travelport GDS at any time without notice. Non-airline bookings may be adjusted by any applicable correction ratios to reflect the value of those bookings to Travelport. Notwithstanding the foregoing, with respect to Air Segments only those which have been ticketed will count as a Segment. Subscriber consents to any retroactive adjustment by Travelport of incorrect Segment counts. The calculation of Segments (less any cancellations) is based solely on Travelport's records and in accordance with

Travelport's standard method of measurement from time to time. Travelport reserves the right to modify this definition from time to time upon the introduction of new or revised Vendor offerings and to specify additional Segment types in Section C for the purposes of the Productivity Incentive Scheme;

"Services" means all and any services as may be provided by Travelport to the Subscriber under the terms of this Agreement from time to time;

"Software Products" means the latest release of software programs, technology and associated products and services, including Travelport Agility as are detailed in Section B and/or Section E and all other software programs as may be supplied from time to time by Travelport to the Subscriber;

"Subscriber" means Big Sky Grup SCL and any Subscriber Group Compan(y)ies;

"Subscriber Group Compan(y)ies" means any person or entity Controlling, Controlled by or under common Control with the Subscriber, and **'Subscriber Group'** will be construed accordingly and as specifically listed in Schedule F;

"Super Access Product" means the product available for a Worldspan PCC located in the United States of America that allows the Subscriber to access the comprehensive published fares, inventory, availability and other features of a participating airline. The features of the Super Access Product, as well as the list of participating airlines, are more fully described at https://eportal.travelport.com/Super. Travelport may revise the list of participating airlines or modify the Super Access Product, including the terms and conditions, in its discretion at any time. The Super Access Product is only available in the geographical locations identified on the aforementioned website.

"Third Party Product" means any product (whether hardware of software) or service that is not provided by Travelport or a Travelport Group Company and is used by the Subscriber in conjunction with, or is affected by the Travelport GDS;

"Travelport Technical, Operational Consulting Support Services" means the provision of hardware, software and integration services to be provided by Travelport to Subscribers for the use with and implementation of the Travelport GDS as purchased by the Subscriber from Travelport;

"Travelport GDS" means a Global Distribution System operated by or for a Travelport Group Company whether accessed via Travelport Agility or otherwise;

"Travelport Group Company" means any person or entity Controlling, Controlled by or under common Control with Travelport, and **'Travelport Group'** will be construed accordingly;

"Unbundled Air Transport Product" means the carriage by air of a passenger between two airports, including any related ancillary services and additional benefits offered for sale and/or sold as an integral part of that product;

"US Segments" means Car, Air and Hotel Segments with a point of sale in the United States of America excluding US Domestic Segments.

"User Access" has the meaning given to it in Clause 11.5;

"Vendor" means a vendor of travel-related products and/or services of any sort including an airline, hotel, rail operator, tour company, car rental company or cruise operator that participates in the Travelport GDS from time to time;

"Worldspan GDS" means the Travelport GDS which is branded Worldspan; and

"Year" means the period of 12 months from the Effective Date and from each anniversary of the Effective Date thereafter.

2. Access to Travelport GDS and Provision of Services

In accordance with and subject to the terms and conditions of this Agreement, Travelport hereby agrees to:

(A) provide the Productivity Incentive Scheme together with any Optional Services subject to any additional terms and conditions; and

(B) Travelport LP agrees to grant to the Subscriber a non-exclusive, revocable, non-assignable, non-transferable right to use and access in the United States of America the Travelport GDS and right to use the Software Products and Services for the Permitted Purpose in the United States of America; and

(C) TGDS BV agrees to grant to the Subscriber a non-exclusive, revocable, non-assignable, non-transferable right to use and access in the rest of the Territory the Travelport GDS and right to use the Software Products and Services for the Permitted Purpose in the rest of the Territory.

3. Charges

3.1 In consideration of the services and products supplied by Travelport under this Agreement, the Subscriber shall pay to Travelport the Charges.

3.2 The Charges are expressed exclusive of any applicable VAT or other tax, for which the Subscriber shall be additionally liable.

3.3 Travelport will issue a valid tax invoice to the Subscriber in respect of the Charges at the frequency set out in Section B and the Subscriber shall pay the Charges and any applicable tax or VAT due within 30 days of the invoice date.

3.4 Any other services or products supplied by Travelport to the Subscriber for which a Charge is not expressly listed in this Agreement shall be charged by Travelport at its rates prevailing when the service or product is supplied.

3.5 Travelport shall have the right to introduce, change or increase any Charges at any time provided that not less than 60 days' prior written notice is given to the Subscriber, or on such lesser notice period as may be specified elsewhere in this Agreement.

3.6 In the event the Subscriber disputes any invoice then the Subscriber must notify Travelport in writing within 20 days of receipt of the invoice. The Subscriber waives any right to dispute the invoice after such period has expired.

3.7 The Subscriber shall pay all Charges that are not disputed. In the event the Subscriber fails to pay in full on the due date any amount which is payable to Travelport pursuant to this Agreement then, without prejudice to Clause 15, the amount outstanding shall bear interest, both before and after judgment, at 6% per annum or the prevailing maximum statutory rate (whichever is the higher) from the due date until payment is made in full.

3.8 Travelport shall be entitled, but not obliged, at any time to set off any Charges or liability of the Subscriber to Travelport against any liability of Travelport to the Subscriber (in either case howsoever arising including under the Productivity Incentive Scheme or any other amounts referred to in Section C and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency.

3.9 The Subscriber acknowledges and agrees that Travelport may engage third parties to recover outstanding invoices and as a result may provide the Subscriber's details to such third parties for such action. The Subscriber shall be liable for all costs incurred by Travelport in enforcing payment of its invoices, including legal costs, collection agency charges and court fees.

3.10 Travelport reserves the right to introduce a charge for Passive Segments at any time by providing the Subscriber with 30 days prior written notice.

3.11 Travelport reserves the right to introduce a charge in connection with excessive cancelled Segments which are processed by the Subscriber by providing the Subscriber with 30 days prior written notice.

3.12 All sums payable by the Subscriber under this Agreement, whether for Charges, Term Shortfall Payments, Interim Shortfall payments or otherwise as a result of claims of Travelport against Subscriber under clause 13 or otherwise, are net of any withholding Taxes. If the Subscriber is required by any applicable law to deduct taxes from or in respect of any sum payable under this Agreement to Travelport, the amount paid shall be increased to the extent necessary to ensure that, after making all required deductions, Travelport receives an amount equal to the sum that would have been received had no such deductions been required and the Subscriber shall then timely pay the amount due to the relevant tax authority. The Subscriber shall deliver to Travelport a certified copy of the tax documents attesting to the collection of such withholding tax within a [30-day] period following the payment date.

3.13 The Subscriber Group Companies shall remain jointly and severally liable for any Charges payable.

3.14 If at any time during the term of this Agreement:

(A) The Euro ceases to be the currency of the Territory or of one or more of the Participating Member States;

(B) The Euro splits or is divided into more than one separate currency;

(C) The status of the Euro undergoes any other material change; or

(D) The Euro is likely to cease, split or divide, or change in status (in the reasonable opinion of Travelport)

Then Travelport may give written notice, effective immediately, informing the Subscriber that all payments due or outstanding (or that are to become due) from Travelport to the Subscriber or charges payable from the Subscriber to Travelport under the Agreement shall be converted into the local currency of the Territory or to United States dollars (in Travelport's sole discretion) at the exchange rate set by the National Bank of the Territory on the date on which the relevant invoice is issued.

3.15 In the event that clause 3.14 is utilized at any point during the Term of this Agreement, it is agreed by Travelport and the Subscriber that any Interim Shortfall Payment or Term Shortfall Payment or any Previous Charges shall be converted into the same currency as referred to in Travelport's written notice issued under clause 3.13 as at the date on which Travelport actually requests the Subscriber make payment of any Interim Shortfall Payment or Term Shortfall Payment or any Previous Charges.

4. Productivity Incentive Scheme

4.1 At the end of each period during which Per-Segment Incentives are payable Travelport shall calculate the number of Segments booked and ticketed by the Subscriber since the previous Segment calculation and shall issue and send to the Subscriber a new Segment calculation (together, where applicable, with a self-billed invoice) showing such Segments which qualify for payment under Section C. Travelport shall pay the Productivity Incentives within 45 Business Days of the date of a valid invoice. No Per-Segment Incentives shall be payable for Passive Segments or Low Yield Segments and neither Passive Segments or Low Yield Segments shall be counted towards any Segment Commitments (unless specified otherwise in Section C).

4.2 Any Per-Segment Incentives included in Section C are expressed exclusive of VAT or any other tax and Travelport shall have no obligation to pay any amounts except as required by the relevant local laws and subject to the receipt of a valid tax invoice.

4.3 Travelport shall calculate the value of the Per-Segment Incentives to be invoiced by multiplying the number of qualifying Segments generated during the relevant calculation period by the applicable Per-Segment Incentive.

4.4 In the event that Travelport has reasonable grounds for believing that the Subscriber is in breach of the terms of this Agreement then in addition to any other remedies available, Travelport shall have the right to immediately suspend the application of the Productivity Incentive Scheme by sending notice to the Subscriber. In the event that the Subscriber fails to remedy such breach within the time set out in Clause 15.2 and/or fails to reimburse Travelport for Travelport's losses caused by such breach within 7 days of the suspension of the Productivity Incentive Scheme then Travelport shall be entitled to cease the provision of the Travelport GDS and/or any Software Products, Services and/or Optional Services and/or terminate the Productivity Incentive Scheme and any Term Shortfall Payment shall be calculated and be payable by the Subscriber in accordance with Section C. It is agreed that failure to achieve any Segment Commitment or the Term Segment Commitment shall be a material breach of this Agreement.

4.5 It is agreed by the Subscriber that Travelport may amend the terms of the Productivity Incentive Scheme and the associated terms of this Agreement on written notice to the Subscriber to the extent that such amendment is necessary to comply with any legislation or regulation applicable to Travelport or this Agreement.

4.6 In the event of any change to fees paid to the Travelport Group by Vendors that would result in a fee revenue decrease to the Travelport Group in Europe, the Middle East and/or Africa then Travelport shall have the right to reduce the Productivity Incentives provided that not less than 60 days' prior written notice is given to the Subscriber.

4.7 The parties will use commercially reasonable endeavours to negotiate and agree on any other appropriate modifications to this Agreement within 60 days of Travelport's notice issued under Clause 4.6.

4.8 Payments and Segment calculations under the Productivity Incentive Scheme shall be made based on Travelport's books and records. If the Subscriber wishes to dispute the value of any payments or number of Segments then it shall provide to Travelport on demand, its records of all Segments in respect of which it is claiming Productivity Incentive Scheme payments together with records evidencing the total number of Segments it has generated.

4.9 Travelport shall have no liability to make payments to the Subscriber under the Productivity Incentive Scheme for any Segments for which Travelport has received a claim for payment from any other customer of Travelport (including any claim from a Subscriber Group Company). The Subscriber agrees to indemnify Travelport and any Travelport Group Companies for all and any costs, claims, losses, liabilities and expenses (including legal expenses) that Travelport (or a Travelport Group Company) may incur as a result of a claim from another Travelport customer (including any claim from a Subscriber Group Company) for payment of incentives linked to Segments for which Travelport has already made payment to the Subscriber. In addition, the Subscriber shall repay all payments it has received for those Segments to Travelport within 15 days of receiving notification from Travelport.

5. Software Products, Manuals, Services and Equipment

5.1 Unless Travelport agrees otherwise in writing, the Subscriber shall install the Software Products itself on any hardware at the Locations. Any support or assistance provided by Travelport in connection with Third Party Products, software and/or equipment shall be entirely at the Subscriber's risk and Travelport shall have no liability to the Subscriber with respect to such support or assistance.

5.2 Unless specifically permitted under this Agreement, the Subscriber may not without the prior written consent of Travelport:
(A) modify, enhance , reverse compile or adapt or alter the whole or any part of the Software Products (except to the extent that such activities are required to be permitted by applicable law);
(B) permit the whole or any part of the Software Products to be combined with or incorporated in any other computer program or software;
(C) make any copies of the Software Products or any part thereof including any documents relating to them (except as is reasonably necessary for security purposes or as required to be permitted by applicable law and provided that the Subscriber reproduces and includes on all such copies any copyright or trade mark notices or any other indication of the rights of Travelport, any Travelport Group Company or any other person. Such copies shall be the property of Travelport and this Agreement shall apply to all such copies as it applies to the Software Products); or
(D) enter Passive Segments into the Travelport GDS when no corresponding space is reserved within the transporting carrier's internal reservation system. The Subscriber will remove all passive bookings from the Travelport GDS if the corresponding space is cancelled, via telephone or by other means, with the transporting carrier.

5.3 Travelport may from time to time provide to the Subscriber new releases of the Software Products in and the Subscriber shall install and implement (at its sole cost) such new releases within 10 Business Days of delivery by Travelport. From the implementation date of any new release, the terms and conditions of this Agreement will apply to that new release and the Subscriber will discontinue using the superseded release. New terms and conditions may apply to the new release.

5.4 Travelport may retire, withdraw, modify or replace all or part of any of the Software Products, Services, Optional Services and/or the Travelport GDS from time to time. Travelport shall give reasonable notice to the Subscriber of any such action.

5.5 Travelport may make certain Manuals available to the Subscriber which will, unless Travelport agrees otherwise, be made available in electronic format.

5.6 In the event that any Equipment is provided to the Subscriber under this Agreement then the Subscriber is liable for any loss or damage to such Equipment, normal wear and tear excepted. Title to and ownership of the Equipment shall remain at all times with Travelport and on termination or expiry of this Agreement for any reason whatsoever, the Subscriber will immediately return the Equipment to Travelport. The Subscriber agrees that Travelport may, in its sole discretion, substitute the Equipment with equipment of substantially equivalent quality. Travelport shall not be liable or responsible for the provision (replacement or upgrade) of any software associated or provided together with the Equipment.

6. Risk

6.1 Travelport (or its authorised third party licensor, if applicable) shall at all times retain all right, title and interest in and to the Software Products, the Manuals, Equipment and to any Intellectual Property Rights in respect thereof. The Subscriber shall have no right, title or interest in the same other than to use the same upon the terms and conditions contained in this Agreement.

6.2 The Subscriber shall properly record that the Travelport GDS and Software Products and Equipment are owned or licensed by Travelport and shall not account for the same in its books in any way as assets of the Subscriber, nor shall it sell or subject any part of the Travelport GDS or Software Products to any lien, pledge, mortgage, charge or other encumbrance.

6.3 Risk in the whole or any part of the Software Products and Equipment will pass to the Subscriber upon delivery to the Subscriber or its agent or representative, whether at the Location(s) or otherwise.

6.4 The Subscriber shall during the Term of the Agreement put in place and maintain insurance for the full replacement value of the Software Products and Equipment with a reputable insurer. The Subscriber shall, on Travelport's reasonable request provide copies of or evidence of the insurance policies.

7. Operation of the Travelport GDS and Software Products

7.1 The Subscriber agrees that it will use, access or seek access to the Travelport GDS only as follows:
(E) strictly in accordance with the terms of this Agreement and any operating instructions given from time to time by Travelport; and
(F) solely for the Permitted Purpose.

7.2 The Subscriber:
(A) shall take all reasonable precautions to prevent any unauthorised use of the Travelport GDS, and any user sign-on identity and DAs assigned to the Subscriber;
(B) shall not use the Travelport GDS in such a way that, in Travelport's reasonable opinion, adversely affects Travelport's service to its other customers or otherwise;
(C) shall not provide, sub-licence or otherwise make available the Travelport GDS or Software Products to any third party or person other than the Subscriber's employees, agents or other personnel and the Subscriber shall procure that such employees and personnel shall use and access the same in accordance with the provisions of this Clause 7 only;
(D) undertakes during the continuance of this Agreement at its own expense to establish and maintain reasonable and appropriate safeguards against the destruction, loss or unauthorised alteration of the Software Products and the Travelport GDS, and shall institute reasonable security and disaster recovery procedures (including, but not limited to, the adoption of a security firewall and anti spyware protection up-to-date virus protection procedures and software or any such items as may be requested by, or provided by Travelport from time to time) to restrict the destruction, corruption or unauthorised access to the Software Products and/or the Travelport GDS, data and data files;
(E) shall ensure that Travelport GDS and Software Products are not used to transmit personal messages; transfer, provide access to or redistribute any data to any third party; or for any other purpose not authorised by Travelport;
(F) shall not directly, indirectly, manually, or through robotic devices access or use, or allow any third party to access or use, the Travelport GDS to train anyone other than Subscriber's employees or agents; or transact, create, process, or service any reservations outside the Travelport GDS; or develop, test, market, use, or permit any third party to use any software applications, including without limitation, booking engines, corporate booking programs, metasearch engines, products providing flight information, fares and pricing tools, caching products, travel agent desktop tools, airline hosting applications, or any technology, product or service \ which has any adverse effect to any Travelport technology, product or service as determined by Travelport in its sole discretion;
(G) shall comply with IATA Codes and the BSP; and
(H) shall, where the Subscriber is located in the European Union or Norway, comply with the CRS Code;
(I) shall comply with all laws, regulations, rules, orders or directives that relate to its use of the Travelport GDS;
(J) shall on a reasonably regular basis, create back-up files for all data which is extracted by the Subscriber from the Travelport GDS.

7.3 The Subscriber agrees not to undertake or allow any activity that has (or is likely to have) an adverse effect on the Travelport GDS or the provision of the Travelport GDS to other users. Such activity includes excessive Message transactions; accessing the Travelport GDS outside normal commercial use; making or submitting excessive cancellations or any data which is excessive in size and content; or submitting multiple or repeat bookings which in Travelport 's opinion, constitute an excessive use of the Travelport GDS. If in Travelport's opinion, a Subscriber is using or attempting to use the Travelport GDS at excessive levels (such determination to be made solely by Travelport) then Travelport may (i) communicate with the Subscriber and try to establish the reasons for the high usage and how the usage patterns and habits can be modified to reduce the use of the Travelport GDS to reasonable levels, or (ii) reduce or restrict the Subscriber's capability to access the Travelport GDS.

7.4 If the Subscriber allows its employees, agents, personnel or contractors to access the Travelport GDS from a remote location (**"Remote Users"**), then in addition to the terms set forth in that Clause, the following shall apply:
(A) the Subscriber shall ensure that each Remote User secures the appropriate hardware and software necessary to access the Travelport GDS in accordance with any applicable Manuals or Travelport minimum specifications;
(B) unless otherwise agreed in writing with Travelport, the Subscriber shall be responsible for:
(1) obtaining, installing, supporting and maintaining the applicable software;
(2) training each of its Remote Users;
(3) obtaining, installing and configuring its selected browsing and e-mail packages. Travelport will not provide Remote Users with any training or support with regard to browsing or e-mail packages; and
(4) any security breaches and/or any unauthorised access of the Travelport GDS wholly or mainly attributable to the remote access facility.

7.5 In many cases the use of the Travelport GDS and associated services will be via use of and access through the Internet, either directly or through devices that access web-based content, and Subscriber shall be wholly responsible for any charges or service fees associated with such access. The Subscriber is responsible for all equipment necessary to make such connection to the Internet, including a computer and modem or other access device and Travelport has no responsibility nor does Travelport warrant uninterrupted use of the Travelport GDS and/or Software Products which are subject to access availability via the Internet. The Subscriber shall not access the Travelport GDS and/or Software Products by any means other than through the interfaces that are provided or approved by Travelport.

8. Displays

8.1 The Subscriber agrees to access the Principal Display for each individual transaction involving air carriers (and where applicable rail carriers, hotel and car providers) and agrees not to manipulate data supplied by the Travelport GDS in a manner that would result in the inaccurate, misleading or discriminating presentation of information to its customers.

8.1 Notwithstanding Clause 8.1, the Subscriber may use any display of information other than the Principal Display in response to a request from a customer for details relating to only one air carrier (or rail carrier, if applicable) or where the customer requests information regarding Bundled Air Transport Products (or rail equivalent, if applicable) alone. Travelport reserves the right to include sponsored flights within its data.

9. Bookings

9.1 The Subscriber shall not intentionally make any reservation on the Travelport GDS without a specific customer request made in good faith and shall not make any reservations which are speculative, fictitious or duplicative, nor shall the Subscriber make any reservation for fares where reasonable enquiry by the Subscriber would show that such fares had been incorrectly quoted through the Travelport GDS. The Subscriber shall be responsible and liable to Travelport and Vendors for any fraudulent bookings made via the Subscriber's system.

9.2 The Subscriber may only make test bookings of live inventory within the Travelport GDS provided that Travelport has provided its prior written consent to the Subscriber to do so and provided always that such bookings are cancelled promptly thereafter.

10. Issuance of Tickets

10.1 Travelport will facilitate the issuance of e-tickets or paper or coupon tickets for Vendors provided that the Subscriber complies with any terms, conditions or rules imposed by the relevant air Vendor and by any applicable regulatory authority.

10.2 The Subscriber hereby authorises Travelport to disable any hardware or software which facilitates the issuance of e-tickets as outlined in Clause 10 to the extent necessary to comply with any request from any relevant air carrier or regulatory authority.

11. Third Party Products and Services

11.1 The Subscriber shall ensure that any Third Party Products meet Travelport's minimum technical standards for access to and use in association with the Travelport GDS. If, in Travelport's reasonable opinion, any Third Party Product does not meet Travelport's minimum technical standards, Travelport will notify the Subscriber of the reasons in writing and may suspend access to the Travelport GDS until Travelport is reasonably satisfied that such Third Party Product meets Travelport's minimum technical standards

11.2 The Subscriber warrants that it has obtained all necessary consents, approvals and licences for the use of the Third Party Products and the use of such Third Party Products will not violate any Intellectual Property Rights belonging to any third party.

11.3 If a Subscriber's use of a Third Party Product adversely affects the use of the Travelport GDS by any other party, then Travelport may require that the Subscriber discontinue its use of such Third Party Product until the Subscriber can demonstrate that it has resolved the adverse effect.

11.4 The Subscriber hereby acknowledges that Travelport will have no liability whatsoever with respect to any Third Party Product and that Travelport does not make any warranties, representations or undertakings in respect thereof, including but not limited to the content of any third party website which may be referred to or accessed by hypertext link with the Travelport GDS and the content of any such third party websites is neither endorsed nor approved by Travelport.

11.5 The Subscriber shall be responsible for obtaining, installing, supporting, and maintaining all components of its own communications network such as ADSL, dial-up phone line, ISDN or cable access (**"User Access"**), together with paying all charges of the relevant communications providers. Travelport recommends that the Subscriber establish a firewall, in which case the Subscriber shall configure such firewall in accordance with documentation supplied by Travelport upon the Subscriber's reasonable request. Travelport shall have no responsibility whatsoever with respect to the User Access, including, but not limited to, the performance or reliability of the User Access.

11.6 If the Subscriber elects to install and use its own local area network operating environment (**"LAN"**) to access the Travelport GDS, the following shall apply:
(A) the Subscriber may copy the applicable Software Products for its internal use only, subject to the applicable terms of this Agreement. The number of the Subscriber's users who may concurrently access the Travelport GDS at a Location shall be equal to the number of DAs accessed by the Subscriber for that Location; and
(B) the Subscriber shall be responsible for obtaining, implementing, installing, supporting, and maintaining the LAN, the LAN operating system, the workstation operating system, and all hardware and other software required to utilise the Travelport GDS, but which is not provided by Travelport, and for all expenses related thereto. At the Subscriber's

request and expense, upon Travelport's written approval, support services for the foregoing may be available from Travelport.

11.7 The Subscriber shall at all times be responsible for its Third Party Products including the obtaining, installation, operation, support and maintenance thereof.

12. Warranties

12.1 Each of the Subscriber and Travelport hereby represents and warrants that it has the requisite authority and power to enter into this Agreement and perform its obligations hereunder.

12.2 Subject to Clause 12.3, Travelport warrants that it will use reasonable care and skill in performing its obligations under this Agreement.

12.3 The parties acknowledge that the information provided to the Subscriber via the Travelport GDS is the information of the Vendors and provided to Travelport by the Vendors. Travelport makes no representation or warranty regarding the accuracy or reliability of any schedule, fare, quotation or any other information provided to the Subscriber via the Travelport GDS, and the Subscriber hereby releases and waives any claims against Travelport concerning the accuracy or reliability of such information.

12.4 Except as expressly provided in this Agreement, Travelport makes no representation or warranty of any kind, and to the maximum extent permitted by law, expressly disclaims and excludes all conditions, warranties, representations, undertakings and terms, whether implied, statutory, or arising out of custom, course of dealing or usage of or in trade, including warranties of merchantability or fitness for a particular purpose.

12.5 The Subscriber hereby represents and warrants that it has the requisite authority and power to enter into this Agreement

13. Liability

13.1 If Travelport is prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Subscriber or the Subscriber Group Companies, then the Subscriber shall pay to Travelport all reasonable costs, charges and losses sustained or incurred by Travelport as a result.

13.2 In no event will Travelport be liable for any damages resulting from:
(A) loss of data or use, loss of revenue, loss of profits, loss of contracts, loss of anticipated savings, loss of goodwill or third party claims whether such losses are direct or indirect; or
(B) any losses or damages that are indirect or secondary consequences of any act or omission of Travelport, its employees, representatives, contractors or agents, whether such losses or damages were reasonably foreseeable or actually foreseen.

13.3 Travelport hereby excludes any liability of any kind relating to any problems of whatever nature which have been caused in the reasonable opinion of Travelport by the Subscriber's failure to comply with its obligations under this Agreement or any act or omission of the Subscriber.

13.4 In no case shall the liability of Travelport to the Subscriber or any Subscriber Group Company arising out of or connected with this Agreement or the provision of services exceed the total sum of £250,000 (two hundred and fifty thousand) inclusive of all relevant charges and taxes.

13.5 All liability that is not expressly assumed by Travelport in this Agreement is hereby excluded to the fullest extent permitted by law, save that Travelport shall not seek to exclude or limit its liability for fraud.

13.6 The limitations set out in this Clause 13 will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause, a reference to Travelport includes Travelport's Group Companies, employees, agents, contractors, representatives and suppliers.

13.7 The Subscriber and Subscriber Group Companies shall have no rights against Travelport unless the Subscriber shall have served written notice of the same upon Travelport within 6 months of the date it became aware of the circumstances giving rise to the event in question or the date when it ought reasonably to have become so aware.

13.8 Nothing in this Clause 13 shall be interpreted as placing a limit on either party's liability for death or personal injury caused by negligence or any other liability that cannot by law be excluded or limited.

13.9 The Subscriber agrees to indemnify and keep indemnified and defend at its own expense, Travelport (and/or any Travelport Group Company or Vendor) against all and any costs, claims, losses, liability and/or expenses (including legal fees) incurred by Travelport (and/or any Travelport Group Company or Vendor) or for which Travelport (and/or any Travelport Group Company or Vendor) may become liable due to any failure by the Subscriber, the Subscriber Group Companies or its employees or agents to comply with any of its obligations under this Agreement or as a result of the breach of any warranty given by the Subscriber in this Agreement.

13.10 Travelport shall defend or settle any suit, action, claim, demand or proceedings alleging that the Travelport GDS or any Software Products infringes any Intellectual Property Rights enforceable in the Territory (a "Claim") and shall, subject to the Subscriber complying with the procedure for notifying claims set out in Clause 13.11 below, indemnify the Subscriber against any liability, costs, claims, damages or expenses under or in respect of any proceedings brought by any third party against the Subscriber alleging that the use of the Travelport GDS or any Software Products constitutes such an infringement.

13.11 Following receipt of any Claim against it, the Subscriber shall promptly give written notice thereof to Travelport together with a copy of any document setting out the Claim and the Subscriber shall provide Travelport with reasonable assistance and shall give sole authority to Travelport to defend or settle the Claim.

14. Proprietary Rights and Data Protection

14.1 The Subscriber acknowledges and agrees that it nor any Subscriber Group Company does not acquire any Intellectual Property Rights, proprietary rights or other rights in, or to:
(A) the data stored in or accessed via the Travelport GDS; or
(B) any Software Products, Equipment, documentation (including the Manuals), trademarks or service marks of any of the Travelport Group Companies; or
(C) any related materials used in connection with the Travelport GDS,
except as expressly provided in this Agreement.

14.2 The Subscriber agrees and acknowledges that it nor any Subscriber Group Company shall have no right to use for any purpose any trade mark (whether in word and/or logo device form) or any other Intellectual Property Rights of Travelport without the prior written consent of Travelport and then only in such form and upon such terms as Travelport may from time to time specify in writing.

14.3 The Subscriber, both during and after the Term of this Agreement:
(A) shall comply with the Data Protection Laws; and
(B) shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Subscriber, Travelport or any third party of the Data Protection Laws.

14.4 The Subscriber warrants that in the collection, control and management of Personal Data it has complied with all applicable Data Protection Laws. Each of Travelport and the Subscriber warrant to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

14.5 The Subscriber warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
(A) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction of damage; and (ii) the nature of the Personal Data to be protected including, but not limited to sensitive Personal Data; and
(B) take necessary steps to ensure that customers or the Subscriber have consented to their Personal Data being processed by Travelport both within and outside of the European Union.
(C) not alter, delete, add to or otherwise interfere with Personal Data or information (save where expressly required to do so by the terms of this Agreement).

14.6 The Subscriber acknowledges that Travelport is reliant on Subscriber for direction as to the extent to which Travelport is entitled to use and process the Personal Data. Consequently, the Subscriber will indemnify Travelport in respect of any claim brought by a Data Subject arising from any action or omission by the Subscriber to ensure compliance with Data Protection Law requirements and/or the provisions of this Clause 14.

14.7 Travelport will not use the information in the PNRs or other files created by Subscriber to influence any passenger's choice of travel provider. Notwithstanding anything herein to the contrary, Travelport may use and disclose information included in PNRs created by Subscriber as required by law, according to customary practices, or as reasonably required in the course of its business and may disclose Personal Data as required by law, as is reasonably necessary in the performance of its obligations under the Agreement, and in connection with governmental security initiatives.

14.8 The Subscriber agrees that it will not use the information in PNRs or other files created by the Subscriber to influence any passenger's choice of travel provider. It is agreed that Travelport may use and disclose information in the PNRs as required by law or as is reasonably required in the course of its business. In the event that such disclosure is necessary as required by law or for the performance of Travelport's obligations under this Agreement then such disclosure may also contain Personal Data.

14.9 The Subscriber warrants that the Travelport Group Companies will have the right to extract, use and send any data that the Subscriber enters into the Travelport GDS, to the participating Vendor in the relevant transaction, for the sole purpose of facilitating such transaction, The Subscriber further warrants that the Travelport Group Companies will not be in breach of any applicable and relevant laws (including but not limited to Data Protection Laws) by such use and processing of this data. This data includes but is not limited to Personal Data, airports of departure and arrival, times of departure and arrival and class of seat booked and any other information in the Booking Files.

14.10 Travelport will have the right to extract Product Data and to disclose (including sell) and send Product Data to third parties.

14.11 If the Subscriber previously subscribed to a different CRS, then it shall be at Travelport's sole discretion whether to agree to allow the migration of the Subscriber's Booking Files from that CRS into the Travelport GDS and in that event, the Subscriber will obtain all permissions from third parties that may be necessary to do so. In connection with the migration of this data, the Subscriber warrants that it has taken all measures to comply with the Data Protection Laws.

14.12 Without prejudice to the generality of Clause 14.4 above the Subscriber hereby warrants and undertakes that any data supplied by it to Travelport (whether stored on or sent over the Travelport GDS or on the Software Products or otherwise pursuant to this Agreement) will not contain anything obscene, offensive or defamatory, or which is in breach of any laws or regulations.

14.13 Travelport's privacy policy (as updated from time to time) is available for viewing at any time at http://www.travelport.com/legal/ privacypolicy.aspx.

15. Termination

15.1 Either party may terminate this Agreement by giving the other party at least 3 (three) months written notice, such notice not to expire before the first anniversary of the Effective Date.

15.2 Either party may immediately terminate this Agreement by giving written notice to the other party if:
(A) the other party including the Subscriber Group Companies commits any material breach of any of the provisions of this Agreement (including a breach of warranty) and, if the breach is capable of remedy, fails to remedy it within 30 days after being given a written notice setting out in reasonable detail the breach and requiring it to be remedied; or
(B) an encumbrancer takes possession of, or (if that other party is a company) an administrative receiver, receiver or manager is appointed over any of the property or assets of that other party; or
(C) the other party makes any voluntary arrangement with his or its creditors or (if a company) has an administrator appointed or any person takes any steps, including filing documents with any court of competent jurisdiction and giving notice of intention to appoint an administrator, for the purpose of placing it in administration; or
(D) the other party (if an individual or firm) has a bankruptcy order made against him or it or (if a company) goes into liquidation (except for the purposes of amalgamation or reconstruction and so that the resulting company effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement); or
(E) that other party ceases, or threatens to cease, to carry on business.

15.3 For the purposes of Clause 15.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).

15.4 If the Subscriber or Subscriber Group Companies are in material breach of this Agreement at any time (including late payment of the Charges), Travelport may suspend provision of any or all of the Travelport GDS and associated services to be provided by it under this Agreement until such breach is remedied to Travelport's satisfaction. In the event of such suspension, the Subscriber agrees to pay Travelport's then current reconnection charges where applicable.

15.5 Travelport may, in its sole discretion on written notice to the Subscriber, terminate this Agreement immediately if:
(A) the Subscriber or any Subscriber Group Company is removed from the BSP agency list, the Subscriber's BSP agreement is terminated or the Subscriber becomes ineligible to participate in the local BSP;
(B) if the Subscriber or any Subscriber Group Company uses the Travelport GDS or Software Products or Equipment for any improper, fraudulent or illegal use or purpose or allows or enables any 3rd party to do so;
(C) if the Subscriber or any Subscriber Group Company uses the Travelport GDS or any Software Products or Equipment for any purpose other than a Permitted Purpose;
(D) there is a change of Control of the Subscriber or the Subscriber merges with, and/or purchases or otherwise acquires another business or entity where the effect of the merger ,purchase or acquisition is such that the number of Segments generated by the Subscriber shall substantially increase;
(E) if the Subscriber's or any Subscriber Group Company registration with IATA terminates, is suspended or expires for any reason.

15.6 Upon the termination of this Agreement for any reason:
(A) the Subscriber shall immediately stop accessing the Travelport GDS and/or the use of the Software Products and return the Software Products, Manuals, Equipment and any other information provided by Travelport;
(B) any sum or Charges owed by the Subscriber to Travelport, shall be immediately payable; and
(C) the rights granted under this Agreement shall immediately terminate and each party shall consent to the cancellation of any formal rights granted to it, or of any registration of it in any register, under or pursuant to this Agreement;
(D) Travelport may recover any outstanding or repayable financial incentives in accordance with Section C.

16. Confidentiality

16.1 The parties hereby agree not to disclose any terms of this Agreement without the prior written consent of the other party unless and to the extent such disclosure is required by law or any relevant regulatory authority. For the avoidance of doubt, this obligation shall not restrict Travelport from making any disclosure to a Travelport Group Company.

16.2 The Subscriber undertakes with Travelport that, except as provided by Clause 16.4 or as authorised in writing by Travelport it shall at all times during the continuance of this Agreement and after its termination:
(A) keep confidential all Restricted Information and the Subscriber must not disclose any Restricted Information to its group companies;
(B) not use any Restricted Information for any purpose other than as contemplated by and subject to the terms of this Agreement; and
(C) not make any copies of, record in any way or part with possession of any material containing or recording any Restricted Information, save as otherwise expressly permitted under this Agreement.

16.3 The Subscriber shall ensure that none of its directors, officers, employees and other personnel, representatives, agents or advisers does any act which, if done by the Subscriber, would be a breach of this Clause 16.

16.4 The parties may disclose any Restricted Information:
(A) to any employee, professional advisor or other personnel of the relevant Party (or of a Travelport Group Company) to such extent only as is necessary for the purposes contemplated by this Agreement and the Subscriber undertakes to ensure that any employees or other personnel who are permitted to have access to the Restricted Information are made aware prior to the disclosure to them of the Restricted Information, or any part thereof, that the same is confidential and that they owe a duty of confidence in respect thereof to Travelport; and
(B) to the extent required by law or any relevant regulatory authority.

17. Force Majeure

17.1 If any act of Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall immediately notify the other party in writing of its nature and extent.

17.2 Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to the other party, by reason of any delay in performance, or the non-performance, of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

17.3 If the performance by either party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of 30 days, the other party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the party so affected.

18. Notices

18.1 Any notice required or authorised by this Agreement to be given by either party to the other must be in English and in writing and may be:
(A) delivered by hand; or
(B) sent by pre-paid registered post; or
(C) sent by email,
to the other party at the address or fax number appearing in Section A of this Agreement, or to such other address or fax number as may be notified in writing by that other party from time to time in accordance with this provision.

18.2 Any notice sent by post in accordance with Clause 18.1 shall be deemed to have been received on the second Business Day after being posted (unless sent by airmail in which case it shall be deemed to have been received on the seventh Business Day after being posted). Any notice delivered by hand or sent by fax transmission shall be deemed to have been received on the day of delivery or transmission where such delivery or transmission takes place before 5:00 pm on a Business Day, or on the following Business Day where delivery or transmission takes place on a day not being a Business Day or after 5:00 pm on a Business Day.

18.3 The Subscriber must notify Travelport within 10 Business Days in the event there is any change to the Control of the Subscriber or the Subscriber's name, registered office, address, and Locations or other contact details.

19. Nature of the Agreement

19.1 Travelport shall have the right to assign, subcontract or otherwise delegate all or any of its rights or obligations under this Agreement.

19.2 The Subscriber may not assign this Agreement or any right or obligation hereunder without the prior written consent of Travelport which shall not be unreasonably withheld or delayed.

19.3 In the event of any permitted assignment this Agreement shall continue to bind the successors in title and assigns of the relevant parties.

19.4 Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.

19.5 This Agreement may not be modified except by an instrument in writing duly executed by or on behalf of the parties.

19.6 This Agreement supersedes any and all previous agreement or arrangements between the parties relating to the subject matter of this Agreement, and any such agreement or arrangement shall, with effect from the Effective Date, be deemed to be terminated by mutual consent of the parties; and, except for any accrued right or liability of any of the parties at the Effective Date, none of the parties shall be deemed to have any further right or obligation, or any accrued right or liability, under any such agreement or arrangement.

19.7 This Agreement, which includes Sections A to E and any other Addenda constitutes the entire agreement and understanding between the parties in relation to the subject matter hereof. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in this Agreement shall affect the liability of any party for any fraudulent misrepresentation.

19.8 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part or is so rendered by any applicable code, regulation or law, such provision or the relevant part of the affected provision, as the case may be, shall be deemed deleted without prejudice to the remainder of the affected provision and the remaining provisions of this Agreement which shall continue in full force and effect notwithstanding such deletion and the parties shall promptly after such deletion negotiate in good faith to agree a substitute provision or provisions complying with the said code, regulation or law.

19.9 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, or otherwise prejudice, affect or restrict the rights or remedies of that party in relation to the other party, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

19.10 This Agreement may be executed in more than one counterpart and shall come into force once each party has executed such a counterpart in identical form and exchanged it with the other party.

19.11 The parties agree that they will comply with the anti-bribery provisions of the United States Foreign Corrupt Practices Act, the Bribery Act 2010 and any other associated legislation and with any equivalent legislation in the jurisdictions in which the Subscriber operates (or is established) and the Territory all as may be updated from time to time. The Subscriber agrees that it shall disclose immediately to Travelport if any government official acquires any direct or indirect ownership interest in the Subscriber or in this Agreement. The Subscriber shall provide Travelport with any information reasonably requested by Travelport with respect to this provision. A breach by the Subscriber of this Clause shall give Travelport the ability to terminate this agreement immediately.

19.12 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law, in equity or otherwise in this Agreement

20. Survival

Clauses 1, 3.8, 5, 12, 13, 15, 16, 18, 19, 20 and 21, shall in all cases survive the expiration, termination or cancellation of this Agreement.

21. Dispute Escalation and Resolution

21.1 Prior to commencing formal legal proceedings (other than where injunctive relief is appropriate), the parties shall refer by notice in writing any dispute between the parties arising out of or relating to this Agreement to their respective contract managers for resolution. The contract managers shall negotiate in good faith to attempt to resolve such disputes. Where a party to this Agreement seeks but fails to secure injunctive relief this will not be considered to be a breach of this Clause 21.1.

21.2 If any dispute cannot be resolved by the contract managers within 21 days (or such other time as agreed in writing between the parties) after it has been referred to them, the dispute shall be referred to the current Country Manager of Travelport and a suitable individual nominated by the Subscriber (which in the case of the Subscriber being a company, shall be a director of the Subscriber), who shall negotiate in good faith to resolve such disputes within a further 14 days or such time as agreed in writing between the parties.

21.3 Use of this dispute resolution procedure will not constitute a waiver of any right of either party to issue proceedings or make any claim in respect of this Agreement where the parties have been unable to resolve this dispute by the procedures set out in this Clause 21.

21.4 If no resolution is reached under the provisions of Clause 21.1 and 21.2 then either party may refer this matter to litigation subject to Clause 22 below to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation and any disputes or claims in connection with any non-contractual obligations arising between the parties.

21.5 Unless concluded with a written legally binding agreement, all negotiations (including any correspondence, discussions, exchanges or offers) connected with any procedures set out in this Clause 21 shall be confidential (save that the parties may disclose the same to their respective legal advisors and any mediator) and neither party shall be entitled to disclose information regarding the conduct of such procedures or negotiations in any future proceedings.

22. Governing Law

22.1 This Agreement and any disputes or claims arising out of, or in connection with, its subject matter, arising between the parties, are governed by and construed in accordance with English law.

22.2 In the event that legal proceedings are initiated by the Subscriber against Travelport in relation to a claim or dispute arising out of or in connection with this Agreement or any non-contractual obligations arising between the parties, the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.

22.3 Where legal proceedings are initiated by Travelport against the Subscriber in relation to a claim or dispute arising out of or in connection with this Agreement or any non-contractual obligations arising between the parties, Travelport may commence proceedings in the courts of any jurisdiction it may choose against the Subscriber and against the Subscriber shareholders and any Subscriber Group Companies which may have been unjustly enriched by the actions of the Subscriber in connection with this Agreement and where Travelport is unable to obtain a suitable remedy against the Subscriber in the Territory. Legal proceedings by Travelport in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

22.4 The Subscriber acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, Travelport shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

22.5 In the event that this Agreement is translated into any language other than English then it is agreed that the English language version shall prevail.

SECTION E

TERMS AND CONDITIONS FOR PROVISION OF TRAINING SERVICES

BACKGROUND:

A. Travelport and the Subscriber are parties to a Regional Subscriber Agreement attached (**"Subscriber Agreement"**).
B. The Subscriber wishes to obtain, and Travelport has agreed to provide to the Subscriber and the Subscriber Group Companies, Training services on the terms and conditions contained in this Addendum.

1. Definitions and Interpretation

1.1 Except as otherwise specified in this Addendum, capitalised terms in this Addendum will have the same meanings as used in the Regional Incentive Agreement.

2. Training Services

2.1 If required by the Subscriber, and agreed by Travelport, Travelport may provide Training for the Subscriber's employees and other personnel in respect of the Travelport GDS, the Software Products or any new releases thereof, at the Charges set out in Clause 3 of this Addendum or otherwise in accordance with Travelport's standard scale of charges for the time being in force which is available on request.

2.2 The Subscriber agrees and acknowledges that any training which may be provided by Travelport pursuant to this schedule shall not extend to the provision of basic computer literacy and skills training and the Subscriber shall ensure that its employees and other personnel are adequately equipped with what is reasonably considered basic computer literacy and skills.

2.3 The Subscriber warrants and undertakes that it shall not train any third party in the use of the Travelport GDS the Software Products (or any new releases thereof) without the prior written consent of Travelport.

2.4 Travelport may at its discretion monitor or test the proficiency levels of the Subscriber's employees or other personnel permitted to use the Travelport GDS. If Travelport determines in its reasonable opinion that the proficiency levels are insufficient for the proper use of the Travelport GDS then Travelport shall inform the Subscriber who will arrange, at its cost, for such employees or other personnel to undertake any further training which Travelport reasonably determines necessary in order to train such employees or other personnel to the desired proficiency level.

3. Training Charges

3.1 The Subscriber may view the type of training courses available at the following web address http://support.travelport.com/supportforms/lms/. By placing an order for any of the training courses the Subscriber agrees that it shall pay the appropriate Charges applicable and listed at http://support.travelport.com/supportforms/lms/ for the training courses it has selected.

3.2 Travelport shall issue its invoice once the Training has been provided. In the event the Subscriber fails to attend any training session it shall still be liable for the full Training Charges unless it has notified Travelport within the appropriate timeframes as set out below:

Virtual – 48 hours notice of cancellation;
Blended – 12 Business Days notice of cancellation;
Classroom – 12 Business Days notice of cancellation.

3.3 In the event any discounts are applied to the Training Charges the Subscriber must enrol and attend such discounted Training courses within the timeframe specified in clause 3.2 (if applicable). The Subscriber shall not be entitled to carry forward or backward any Training Charges discounts to other Years of the Term.

4. Miscellaneous

4.1 Except as expressly amended, modified or supplemented in this Addendum, all other provisions of the Regional Incentive Agreement shall remain in full force and effect.

SECTION E

TERMS AND CONDITIONS FOR PROVISION OF SERVICE CENTRE SUPPORT

BACKGROUND:

A. Travelport and the Subscriber are parties to a Regional Subscriber Agreement ("**Subscriber Agreement"**).
B. The Subscriber wishes to obtain, and Travelport has agreed to provide to the Subscriber and to the Subscriber Group Companies, Service Centre Support on the terms and conditions contained in this Addendum.

1. Definitions and Interpretation

1.1 Except as otherwise specified in this Addendum, capitalised terms in this Addendum will have the same meanings as used in the Regional Incentive Agreement.

1.2 In this Addendum, the following terms will have the following meanings:

"Service Centre Support" means the telephone advice line and online reporting tool which Travelport provides to give the Subscriber assistance in the operation of the Travelport GDS and to enable the Subscriber to report any faults in the operation of the Travelport GDS or products or services provided by Travelport as set out in Section B;

"Helpdesk Queries" means customer support provided by the Service Centre via telephone, email, or web;

"Incident Status" means a report provided by the Service Centre on the status of a previously reported issue; and

"Password Reset" means the resetting of a user password by the Service Centre;

2. Service Centre Support and Charges

2.1 Travelport will provide Service Centre Support help to the Subscriber in connection with queries or issues relating to the use of the Travelport GDS.

2.2 The Subscriber agrees that it shall pay the Charges for use of the Service Centre Support of €10.00 per month per Location.

SECTION E

SCHEDULE TO SUBSCRIBER SERVICES AGREEMENT

TERMS AND CONDITIONS FOR BA "OPT IN" PROGRAMME

1 Definitions and Interpretation

1.1 Except as otherwise specified in this Schedule, capitalised terms in this Schedule will have the same meanings as used in the Agreement.

1.2 In this Schedule the following terms shall have the following meanings:

"Schedule" shall mean this Schedule; and

"BA" shall mean British Airways.

2 Opt-In Programme

2.1 Travelport negotiated terms with BA which secured a waiver of BA's GDS surcharge for those subscribers in the UK and Republic of Ireland who **"opt-in"** to certain terms and conditions which are set out below. In order to benefit from Travelport's agreement with BA, the Subscriber must opt-in to this programme by signing this Agreement.

2.2 In addition to the waiver of the BA surcharge, by opting-in to this programme, the Subscriber will also gain access to BA's fare content that is made publicly available through BA's other sales channels, including BA.com. From time to time, the Subscriber may also be offered, through this programme, certain benefits such as new functionality, enhancements, promotions, incentives and commission, that would not ordinarily be made available by BA through Travelport.

2.3 If the Subscriber elects not to opt-in to this programme, these benefits will not be available to the Subscriber and the Subscriber will not be guaranteed access to BA's Full Content (as defined below) and the surcharge imposed by BA will not be waived.

3 Terms and Conditions

3.1 By opting into this programme, the Subscriber will be guaranteed BA's **"Full Content"** which for the purposes of this Schedule shall mean all fares and associated inventory for all BA flights sold in the United Kingdom and Republic of Ireland including those fares: (i) distributed by BA through any GDS; (ii) offered through BA's internal reservations system; (iii) offered through an internet website, including any BA Website; (iv) all other promotional fares and associated inventory (including distressed fares); and (v) all other promotions, incentives, commissions or other substantially similar programmes for BA flights which are distributed by BA through any GDS. BA private fares and some individually negotiated net-fares are excluded from this arrangement.

3.2 For the purpose of this programme, BA flights means those flights sold and operated under BA's airline designator code which currently excludes any airline company operating under a franchise or similar agreement with BA. The programme also currently includes the following BA code share partners: LAN Chile, Iberia, American Airlines, Cathay Pacific and JAL.

3.3 In consideration for receiving BA's Full Content, and in order to avoid paying BA's GDS surcharge, for every BA booking made via the Travelport GDS from the Effective Date the Subscriber will pay Travelport an opt in fee (the **"Opt-in Fee"**) as follows:

- £0.50 on each BA segment (active or passive) booked for the following BA fare classes: F, A, J, C, D, I, W, T, Y, B, H, E, R*; and
- £1.00 on each BA segment (active or passive) booked for the following BA fare classes: S, Q, O, X, G, K, M, V, N, L*.

*The fare classes shown may be subject to change upon agreement between BA and Travelport. Travelport shall notify the Subscriber of any such change.

3.4 The Opt-in Fee will be invoiced to the Subscriber monthly. For the avoidance of doubt, the payment by Travelport of any financial assistance/incentive under any existing agreement shall remain unaffected by this programme.

3.5 Should the Subscriber become aware of any discrepancy in the fares being offered to the Subscriber under this programme, the Subscriber must report this in writing to Travelport immediately through Travelport's Fare Discrepancy Reporting Procedure, and in any event, no later than seven calendar days of this coming to the Subscriber's attention. Travelport shall then take the necessary steps on the Subscriber's behalf to raise this with BA and to take appropriate action to rectify any discrepancy.

3.6 This programme will continue for so long as Travelport retains its contractual arrangement with BA and for so long as the Subscriber remains a Travelport subscriber. Once the Subscriber has opted into this programme it will not be possible to opt-out while the BA arrangement and the Agreement remains in force.

3.7 This arrangement between Travelport and BA may be terminated earlier under certain circumstances, which would in turn result in the immediate termination of this Schedule. Travelport will provide the Subscriber with as much notice of termination as it considers it can reasonably provide, should this be the case. From the date of termination, BA reserves the right to levy such charges or surcharges as it sees fit, or to restrict access to its fare content.

4 Miscellaneous

4.1 By signing this Agreement the Subscriber confirms its agreement to the provisions contained in this Schedule. Where there is any conflict between the terms of the Agreement and this Schedule, the terms of this Schedule shall prevail.

SECTION F

Subscriber Group Companies

SUBSCRIBER LOCATIONS

1.1 Location 1

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	WNJ
IATA Number:	2327167
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.2 Location 2

Name:	Skytours Online Inc.
Address:	160 Clairemont Ave., suite 200, Decatur Georgia 30030
PCC:	0KH and 3MD
IATA Number:	9985039 and 1160161
VAT Number:	
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.3 Location 3

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	W9U
IATA Number:	9902015
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.4 Location 4

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	7FS
IATA Number:	9901987
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.5 Location 5

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	22E
IATA Number:	9904895
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.6 Location 6

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	66F
IATA Number:	2327167
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.7 Location 7

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	C1K
IATA Number:	8021163
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.8 Location 8

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	086
IATA Number:	9994155
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

1.9 Location 9

Name:	Skytours
Address:	Friedrichstr. 191, 10117 Berlin
PCC:	QV9
IATA Number:	9993610
VAT Number:	142 113 222
Company Registration Number	3120
Telephone Number:	0049 30 20659274
FAX Number:	
Office Manager Name:	Dirk Nückles
Office manager email address:	dn@skytours.de

APPENDIX 1

The product set applicable to the Subscriber depends on if the Subscriber is a Galileo or Worldspan user. The Subscriber is only entitled to the products in the relevant product set for the particular GDS it subscribes to. The product descriptions provided below are only for indicative purposes.

For Galileo users, Travelport Agility comprises:

	Product Name	Product Description and Product Specific Terms (where applicable)
Access/ Point of Sale	**Galileo Desktop™**	The Galileo Desktop version 2.4 and higher includes a graphical and cryptic user interface to the Galileo System. The Galileo Desktop product includes a graphical (aka Viewpoint) and cryptic (Focalpoint) user interface to the Galileo core system. Within Focalpoint access is provided to the Relay suite of productivity tools, in addition customers also have access to the Custom Script libraries for Viewpoint.
	Travelport Smartpoint App™	An add-on application for Galileo Desktop™ version 2.4 and higher reducing the need for cryptic entries thanks to graphical shortcuts (e.g., calendar shop). It also allows a user to transact in a GDS language of their choice. 1. Additional terms Applicable for Travelport Smartpoint App: 1.1 The Subscriber will maintain the minimum hardware, software, and connectivity bandwidth requirements specified by Travelport in the Travelport Smartpoint App documentation. 1.2 Travelport Smartpoint App is Travelport's standard offering. If Subscriber downloads additional features and functionality from the Travelport download site, which is accessible only through use of the login information provided by Travelport, then Subscriber agrees it will pay any additional applicable fees for the additional features and functionality, effective from the date of download.
	Air availability and sell	The product for requesting availability and selling airline inventory includes Travelport Seamless Availability, Travelport Direct Access and last seat availability and Travelport Direct Sell.
	CarMaster™	The product for selling car inventory provides a direct link to a car company's internal reservations system for real-time availability, rates, and vehicle and location data and car up-sell.
	RoomMaster™	The product for selling hotels includes access to inside Shopper, best buy rate, multi-level rates and the best available published, non-restricted rates offered by participating hoteliers.
	Travelport Rooms and More™	Web-based hotel booking tool that provides access to expanded hotel supplier and aggregator content. Additional Terms Applicable for Travelport Rooms and More: 1.1 The access and use of Travelport Rooms and More as a part of Travelport Agility is subject to the Subscriber's acceptance of the click-wrap Travelport Rooms and More terms and conditions then applicable at the time that Travelport Rooms and More is accessed.
	Selective Access	Enables Agencies to manage how they share data and control user authority to update across multiple sites and regions.
	Service Bureau	One-way access to other designated accounts' data to allow 24 hour or "out of hours" servicing for clients with whom agencies have a contractual business agreement.
Fares & Shopping	**Travelport 360 Fares™**	Encompasses Travelport fares portfolio, includes published fares and private (airline and agency) fares.
	Travelport e-Pricing™ (Tier 1/Basic)	The ability to perform low fare shopping to return a multitude of fares and pricing options with the choice to transact using Galileo Desktop or Smartpoint App (including a calendar shop feature in a combined graphical and cryptic environment). Additional Terms Applicable for Travelport e-Pricing: 1.1 The Excess Message Fees provisions of the Subscriber Agreement shall apply in the event that the Subscriber generates an excessive number of messages per Segment and the Subscriber shall be charged for Excess Message Fees accordingly..
Fulfilment	**Itinerary transmission**	Ability to create and generate customised itineraries.
	Ticket transmission	Ability to generate paperless travel documents (tickets) which are electronically reported via BSP/ARC or directly to the airline.
	MIR transmission	Ability to generate a single data set that replicates the booking file data fields for accounting and management information purposes.
	Automated MCO	A Miscellaneous Charge Order (MCO) that prints on an ATB coupon and is reported to ARC/BSP.
	EMD (where available)	The IATA (International Air Transport Association's) industry standard method for the issuance, management and fulfilment for ancillary and other services.
Information Services & Productivity tools	**Booking File and Booking File Functionality**	Storage area and associated data fields and functionality for booking data relating to a specific trip and specific passenger.
	Past Date Quick	Agency access to offline (historical) booking file / PNR data.

	Client File™	Automated storage system for agencies to transfer reference information on three levels: agency, business, and passengers files.
	Travelscreen	Integrates personal and business travel preferences into all air, car and hotel bookings.
	Custom Check™	Point of Sale (POS) quality control product which assists in the adherence to corporate or agency policy prior to end transact
	Queues	An electronic filing system for the management, sorting and storage of Booking Files/PNRs. It enables an agency to keep organised and prioritise tasks based on urgency and importance and includes programmatic and manual queues, queue sort and print capability.
	Booking File List	Provides the ability to retrieve all booking files by a series of defined parameters (e.g. date, flight, other services, etc.).
	Travelport ViewTrip™	Online itinerary tool for the traveller - provides a representation of customers' itineraries, e-ticket receipts. A white label version without industry advertising is not included but is available at additional cost. 1. The following terms are applicable for Travelport ViewTrip: 1.1 Definitions: "Agency Accounts" means the accounts and designated secure environments to be created and configured by the Subscriber; "Authorised User" means any employee, agent, or sub-contractor of the Subscriber authorised by the Subscriber to access and use ViewTrip.com; "End User" means any customer of the Subscriber authorised by the Subscriber to access and use ViewTrip.com; "ViewTrip.com" means the web based itinerary tool operated by Travelport currently located at www.ViewTrip.com for the Galileo Travelport GDS and www.mytripandmore.com for the Worldspan GDS that enables users to view, print and email itineraries; "ViewTrip Mobile Terms and Conditions" means the terms and conditions of use of ViewTrip Mobile as may be published or otherwise incorporated in the end users mobile application terms of use from time to time. "Website Terms of Use" means the terms and conditions of use of ViewTrip.com as may be published or otherwise incorporated on the ViewTrip.com site from time to time. 1.2 Travelport grants the Subscriber access to ViewTrip.com solely for the following purposes: 1.2.1 the Authorised Users to use ViewTrip.com as a means of viewing, printing and emailing itineraries created on the Travelport GDS by the Subscriber solely for the Subscriber's own business purposes; and 1.2.2 to authorise each End User (for personal use only) to use ViewTrip.com as a means of viewing, printing and emailing itineraries created for that End User on the Travelport GDS by the Subscriber. 1.3 The Subscriber shall be responsible, at its own cost, for creating, maintaining, controlling and configuring the Agency Accounts, including ensuring the Authorised Users maintain the confidentiality of the Agency Accounts created. 1.4 The Subscriber's and Authorised Users use of ViewTrip.com as a part of Travelport Agility, and the End Users' use of ViewTrip.com shall be subject to, and conditional on, the Website Terms of Use. 1.5 The Subscriber's, Authorised Users and End Users use of ViewTrip Mobile shall be subject to, and conditional on, acceptance of ViewTrip Mobile Terms and Conditions
	Timatic	Timatic is the industry standard used by airlines and travel agents to be compliant with border control rules and regulations.
	Galileo Groups	An automated product designed to reduce manual handling and processing of group inventory (block bookings) for both allocation and ad hoc groups.

For Worldspan users, Travelport Agility comprises:

	Product Name	Product Description and Product Specific Terms (where applicable)
Access/ Point of Sale	**Worldspan Go!**	Worldspan Go! brings access to a global marketplace of travel and related information, travel planning and management solutions to the travel agent's desktop using browser-based travel technologies. Includes access to Go! Express, Go! Res and Go! Scripts.
	Worldspan Go! Translator App	Translates commands from other GDSs into the Worldspan cryptic language, reducing new agent training time and improving agent productivity.
	Air availability and sell	The product for requesting availability and selling airline inventory includes Travelport Seamless Availability, Travelport Direct Access and last seat availability and Travelport Direct Sell.
	Car Select	The product for selling car inventory -provides a direct link to a car company's internal reservations system for real-time availability, rates, and vehicle and location data and car up-sell.
	Hotel Select	The product for selling hotels includes access to a hotel supplier's internal reservations system for rates, availability and rule information. Confirmation numbers and rate verification are received prior to end transaction.
	Travelport Rooms and More™	Web-based hotel booking tool that provides access to expanded hotel supplier and aggregator content. Additional Terms Applicable for Travelport Rooms and More: 1.1 The access and use of Travelport Rooms and More as a part of Travelport Agility is subject to the Consolidator's acceptance of the click-wrap Travelport Rooms and More terms and conditions then applicable at the time that Travelport Rooms and More is accessed.
	Bridge /Branch	Enables customers to manage how they share data and control user authority to update across multiple sites, regions and systems.
Fares & Shopping	**Travelport 360 Fares™**	Encompasses the Travelport fares portfolio, includes published fares and private (airline and agency) fares.
	Travelport e-Pricing™ (Tier 1/Basic)	The ability to perform low fare shopping searches to return a fares and pricing options with the choice to transact using Power Shopper. Additional Terms Applicable for Travelport e-Pricing: 1.1 The Excess Message Fees provisions of the Consolidator Agreement shall apply in the event that the Consolidator generates an excessive number of messages per Segment and the Consolidator shall be charged for Excess Message Fees accordingly.
Fulfilment	**Itinerary transmission**	Ability to create and generate customised itineraries.
	Ticket transmission	Ability to generate paperless travel documents (tickets) which are electronically reported via BSP/ARC or directly to the airline.
	TAIR transmission	Ability to generate a single data set that replicates the booking file data fields for accounting and management information purposes.
	Automated MCO	A Miscellaneous Charge Order (MCO) that prints on an ATB coupon and is reported to ARC/BSP.
	EMD (where available)	The IATA (International Air Transport Association's) industry standard method for the issuance, management and fulfilment for ancillary and other services.
Information Services & Productivity tools	**Passenger Name Record (PNR) + PNR functionality**	Storage area and associated data fields and functionality for booking data relating to a specific trip and specific passenger.
	Past Date PNR Data	Agency access to offline (historical) booking file / PNR data.
	World Files	A database that stores pertinent travel and policy information about clients and their companies.
	Interactive World Files	Automatically populates availability screens with customer data and preferences.
	World File Edits	Ability to store instructions in a template within a World File to ensure specified fields are included in a PNR prior to End Transaction and/or ticketing.
	Queues	An electronic filing system for the management, sorting and storage of Booking Files/PNRs. It enables a customer to keep organised and prioritise tasks based on urgency and importance and includes programmatic and manual queues, queue sort and print capability.
	Online and Overnight PNR Search	A fill-in format assists in determining the parameters to request retrieval of selected PNRs in either batch, quick or demand modes to be dropped onto specified Queue.
	Travelport ViewTrip™	Online itinerary tool for the traveller - provides a representation of customers' itineraries, e-ticket receipts. A white label version without industry advertising is not included but is available at additional cost. 1. The following terms are applicable for Travelport ViewTrip: 1.1 Definitions: **"Agency Accounts"** means the accounts and designated secure environments to be created and configured by the Consolidator; **"Authorised User"** means any employee, agent, or sub-contractor of the Consolidator authorised by the Consolidator to access and use ViewTrip.com; **"End User"** means any customer of the Consolidator authorised by the Consolidator

		to access and use ViewTrip.com; **"ViewTrip.com"** means the web based itinerary tool operated by Travelport currently located at www.ViewTrip.com for the Galileo Travelport GDS and www.mytripandmore.com for the Worldspan GDS that enables users to view, print and email itineraries; **"ViewTrip Mobile Terms and Conditions"** means the terms and conditions of use of ViewTrip Mobile as may be published or otherwise incorporated in the end users mobile application terms of use from time to time. **"Website Terms of Use"** means the terms and conditions of use of ViewTrip.com as may be published or otherwise incorporated on the ViewTrip.com site from time to time. 1.2 Travelport grants the Consolidator access to ViewTrip.com solely for the following purposes: 1.2.1 the Authorised Users to use ViewTrip.com as a means of viewing, printing and emailing itineraries created on the Travelport GDS by the Consolidator solely for the Consolidator's own business purposes; and 1.2.2 to authorise each End User (for personal use only) to use ViewTrip.com as a means of viewing, printing and emailing itineraries created for that End User on the Travelport GDS by the Consolidator. 1.3 The Consolidator shall be responsible, at its own cost, for creating, maintaining, controlling and configuring the Agency Accounts, including ensuring the Authorised Users maintain the confidentiality of the Agency Accounts created. 1.4 The Consolidator's and Authorised Users use of ViewTrip.com as a part of Travelport Agility, and the End Users' use of ViewTrip.com shall be subject to, and conditional on, the Website Terms of Use. 1.5 The Consolidator's, Authorised Users and End Users use of ViewTrip Mobile shall be subject to, and conditional on, acceptance of ViewTrip Mobile Terms and Conditions
	Timatic	Timatic is the industry standard used by airlines and travel agents to be compliant with border control rules and regulations.
	Worldspan WorldGroup	An automated product designed to reduce manual handling and processing of group inventory (block bookings) for both allocation and ad hoc groups