



General Terms and Conditions

The following terms and conditions form part of the Travel Services Agreement (the "Agreement") between Travel Incorporated ("TI") and the party designated as the Client in such Agreement.

Pricing

Service rates for the services provided by TI under the Agreement shall be as forth on Addendum A to these General Terms and Conditions.

Termination:

In addition to other termination rights under the Agreement, if either party shall default in the performance of its obligations under the Agreement, the non-defaulting party shall give written notice to the defaulting party specifying the nature of the default and if such default is not remedied or substantial efforts are not made to remedy such default within thirty (30) days from the date of such notice, the non-defaulting party shall have the right, at its option, to terminate the Agreement upon one hundred twenty (120) days prior written notice to the other party, except TI may terminate the Agreement immediately for the Client's failure to pay any fees due hereunder.

Either party may also terminate the Agreement immediately by providing written notice to the other party in the event the other party becomes insolvent, makes an assignment for the benefit of creditors, ceases to do business or if any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding or other proceeding under any bankruptcy or other law for the relief of debtors is instituted by or against such party.

Termination of the Agreement for any reason shall not relieve or release either party from any rights, liabilities, or obligations that accrued prior to the date of such termination and shall be in addition to all other rights and remedies either party shall have available to it under the Agreement or by law or in equity.

Confidentiality:

Each party acknowledges and agrees that it will receive or have access to confidential information to the other party and that the disclosure or unauthorized use of such Confidential Information may injure the disclosing party's business. TI and all associates who are participating in the Agreement agree that all files, records, documents, reports, proposals, financial data, business data, Personal Data (as defined in the Data Processing Addendum (the "DPA") that is part of the Agreement), specifications, business plans and other similar items relating to any Client operation, department or personnel (i) provided to TI by the Client; (ii) provided to TI by a Client employee; (iii) provided to TI by other Client contractors; or (iv) prepared by TI in performing this work, constitute "Client Data."

The Client agrees that TI proprietary technologies, services and TI Data, including, but not limited to, Evolution reporting, itinerary, Personal Travel Portals, Corporate Travel Portals, People Track and People Track Assist, dashboard analytics, eProfile, financial terms, methods, negotiated rates and discounts, technical and nontechnical data, financial data and business analytical reviews, are in fact proprietary to TI and will remain confidential. The Client Data and TI Data, as applicable, are sometimes referred to herein generally as "Data".

Grant of Rights:

TI grants to the Client a non-exclusive right to access and use TI services and proprietary technologies. From time to time TI may introduce new services or proprietary technologies, some of which TI may offer to the Client for an additional fee and, in such case, the Client shall be under no obligation to make use of such services or proprietary technologies.



Safeguarding and Handling of the Client and TI Data:

When processing Data for the Client, TI shall act in accordance with the DPA. In addition, the Client acknowledges and agrees that for TI to fulfill its services hereunder, TI may from time to time need to provide Data concerning the Client and its travelers to third party technology providers and other service providers who assist TI with various aspects of the services. In addition, because of the nature of the Services, TI must disclose Data concerning individual travelers (including, without limitation, vaccination data) to the actual providers of travel services arranged through the Services of TI (such as, without limitation, airlines and other transportation providers and hotels and other accommodations providers), and Client has obtained all necessary consents or permissions to authorize TI to so disclose such traveler data.

Non-Solicitation of Employees:

Neither Party shall directly or indirectly through a third party solicit the services or employment of any employee or agent of the other Party during the Initial Term or any Renewal Term for twelve (12) months thereafter. The soliciting party who violates this section shall pay to the other Party an amount equal to six (6) month's salary for any solicited employee/agent of the other party as liquidated damages and not as a penalty. The amount shall be equal to fifty (50) percent of the annual salary in effect at the date the employee was solicited. Further, neither Party shall hire, employ or otherwise engage any former employee of the other for at least twelve (12) months after the termination of employment with their previously employing Party. Nothing herein shall prevent an employee or agent of either Party from pursuing or securing opportunities with the other Party on such employee's or agent's own initiative in response to a publicly available advertisement or job posting.

Force Majeure:

Neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any act of God, act of governmental authority, act of public enemy, war, riot, flood, civil commotion, insurrection, severe weather conditions, any pandemic, epidemic or public health emergency, or any other cause beyond the reasonable control of the party delayed.

Relationship of Parties:

TI, in delivering services to the Client, is acting as an independent contractor and, except as provided otherwise in the Agreement, has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by TI under the Agreement. TI is not an agent of the Client and has no authority to represent the Client as to any matters or to bind the Client to any third parties except as expressly authorized in the Agreement.

Executive Review:

TI and the Client agree to meet at least annually to review key performance indicators with members of senior management as deemed mutually appropriate.

Governing Law:

The Agreement shall be interpreted in accordance with the laws of the state of Georgia, without regards to any conflict of laws.

Entire Agreement:

The Agreement, inclusive of the General Terms and Conditions, TI's Privacy Policy and the DPA and any separate written pricing matrix or terms agreed between the parties in writing, constitutes the entire understanding between the parties with respect to the subject matter hereof. The Agreement supersedes all prior discussions, understandings and other agreements between the parties with respect to the subject matter and shall take precedence over any conflicting terms which may be contained in any preceding document or oral representation.



Non-Biased Display:

Subject to the Department of Transportation Part 256 – Electronic Airlines Information Systems, it is agreed and understood that TI complies with the requirement to provide a non-biased display in our online booking offering. It is furthermore understood that the Client may request TI to introduce bias to vendors or fare types in the Client specific online booking site so as to promote the Client travel policy. In so making such a request of TI, the Client indemnifies TI from any non-compliance with the non-bias regulation, and acknowledges any bias introduced is at the request of the Client.

Recording of calls:

To better serve your travel needs and assure receipt of accurate travel information and inquiry, TI has a policy of recording all incoming telephone calls. You agree to such recordings on behalf of your company and your employees and persons you authorize to utilize TI's services (and to the extent necessary, you agree to obtain any necessary consents from such employees or other persons). While it is not our practice to share such recordings, if you request that we provide to you any such recording of your employees or other persons you authorize to use TI's services, we will use our reasonable efforts to accommodate such request and any such sharing of recordings shall be subject to your indemnifying TI from and against any and all claims and liabilities (whether based on claims of privacy violations, statutory violations or otherwise) that may result from such recordings and/or the sharing with you of such recordings.

Indemnity:

Subject to the limits of liability addressed elsewhere in the Agreement, TI agrees to indemnify and hold harmless the Client, its subsidiaries and related companies and their officers, directors, employees, workers and agents, from and against all claims or threats of claims, cost, losses, liabilities, expenses (including attorneys' fees) and regulatory or similar actions or investigations (including any and all fines, fees, penalties, and assessments of any nature or kind imposed on or affecting, directly or indirectly, the Client) resulting from or arising out of third party claims made against Client due to a breach by TI of its obligations under the Agreement; provided no such indemnity obligations shall apply to the extent the matter in question was caused by the negligence of the Client.

Subject to the limits of liability addressed elsewhere in the Agreement, the Client agrees to indemnify and hold harmless TI, its subsidiaries and related companies and their officers, directors, employees, workers and agents, from and against all claims or threats of claims, cost, losses, liabilities, expenses (including attorneys' fees) and regulatory or similar actions or investigations (including any and all fines, fees, penalties, and assessments of any nature or kind imposed on or affecting, directly or indirectly, TI) resulting from or arising out of third party claims made against Client due to a breach by the Client of its obligations under the Agreement or resulting from TI's recording of calls in the ordinary course of business as authorized in this Agreement and the sharing with Client of any such call recordings as provided for elsewhere in this Agreement; provided no such indemnity obligations shall apply to the extent the matter in question was caused by the negligence of TI.

The provisions of this Section shall be in addition to any other indemnities provided for in any exhibits or addenda to the Agreement and shall survive the termination or expiration of the Agreement, any attachments, exhibits, addenda, or statements of work thereunder.

Limitations of Liability:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE AS A RESULT OF



MATTERS CONNECTED WITH THE AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF FEES PAID TO TI HEREUNDER BY THE CLIENT.

The provisions of this Section shall survive the termination or expiration of the Agreement, any attachments, exhibits, addenda, or statements of work thereunder.

Notices and Amendments:

All amendments, modifications or notices to the Agreement shall be made in writing and signed by the parties hereto, and shall be delivered to a party at its address provided to the other party from time to time for such purpose.

Pricing - Addendum A

Transaction Fee Pricing Matrix	
Description	Fee per transaction Unless otherwise noted
Online Transaction Fulfillment Fee	
Domestic Airline Reservation & Ticket Including Hotel/Car	XXXXX
International Airline Reservation & Ticket Including Hotel/Car	XXXXX
Hotel Only	XXXXX
Car Only	XXXXX
Refunds / Voids	XXXXX
Incomplete Reservations (made, but not completed)	XXXXX
Traditional (Agent-booked) Transaction Fee	
Domestic Airline Reservation & Ticket Including Hotel/Car	XXXXX
International Airline Reservation & Ticket Including Hotel/Car	XXXXX
Hotel only/ Car Only	XXXXX
Refunds / Voids	XXXXX
Additional Non-Transaction-Based Online Support Fees	
Online tool administration / site support (monthly)	XXXXX
One-time online site establishment	XXXXX
Account Implementation fee	XXXXX
Single Sign On, one-time establishment fee	XXXXX
Value Add Services	
After Hours service	XXXXX
International Rate Desk	XXXXX
Non-Refundable Ticket Tracking	XXXXX
Online Booking Tool - Traveler Training	XXXXX
VIP services (per transaction)	XXXXX
Annual Fees	
Account Management	XXXXX
Airline Consulting Services	XXXXX

Please note that additional services are available, and will be quoted on an as needed basis by client.

Traditional Agent Transaction Definition:

Phone, fax or email to an agent of any air or rail ticket issue or reissue of a ticket is considered a transaction. Any hotel or car reservation booked separately from an air or rail reservation is a transaction. On occasion, issuing multiple rather than a round trip ticket will result in a lower ticket price, or be required by the airlines. In those cases, each ticket will result in a ticketing fee.

Online Transaction Definition:

Travel Transaction: A booking, confirmation, and/or holding of a reservation for any one or more of the following – air, hotel, car and/or rail.

Untouched Transactions (no touch): Any transaction that can be completed by robotics without requiring agent intervention, during or after the process.

Touched Transactions: Any transaction initiated online that cannot be completed without the intervention of an online support agent during or after the process. Calls to your Traditional Agent team will result in Traditional Agent fees.

Ticketing Policies:

The Company agrees to adhere to the Policies and Procedures set forth by the airlines. Airline ticketing violations include, but are not limited to the following:

- Back to Back Ticketing – the issuance of a ticket with an indicated date of issuance that is earlier than the actual date of issuance for the purpose of evading an airline’s fare rules.
- Churning – any repeated booking or canceling of the same itinerary in the same class or different classes of service across one or more records to circumvent or extend ticketing time limits and/or hold inventory.
- Duplicate/Illogical Bookings – booking more than one reservation for the same passenger traveling on or about the same date to one or more of the same or nearby airport destinations, or creating another record for a passenger when one already exists on or across more than one airline. Illogical bookings can be, but are not limited to, bookings with origin and/or connections that depart before the arrival of the inbound flight or overlapping flights.
- Fictitious Name and Other Speculative Bookings – Agent/User shall not make any speculative bookings using fraudulent or fictitious names. Examples of such bookings include the use of a valid surname followed by initials (Smith/A/B/C) or fictitious or celebrity names (Mouse/Mickey, Lincoln/Abraham).
- Hidden Cities Ticketing or Points Beyond Ticketing - the process of issuing a ticket for a destination beyond a traveler’s intended destination or from a point or origin other than the traveler’s intended travel origin for the purpose of circumventing an airline’s fare to the intended destination.
- Throwaway Ticketing - the booking and/or issuance and/or use of connecting and/or round-trip tickets for the purpose of one-way travel.

The Client accepts responsibility for any violations and airline recalculations resulting in debit memos or financial penalties administered by the airlines.