



Contract

Please send (via mail or fax) an executed contract to

Airline Tariff Publishing Company
45005 Aviation Drive
Dulles, VA 20166
Phone: +1-703-471-7510
Fax: +1-703-661-8291

FAST TRACK

DESCRIPTION OF SERVICE:

Subscriber's use of FAST TRACK is subject to the conditions set forth in this contract dated _____. ATPCO will make available, for electronic access by Subscriber through **FAREMANAGER** and/or GFS, information concerning Ticket Exchange Service TCN/ISR data for fares filed with ATPCO. Subscription to FAST TRACK is contingent on maintaining a valid Ticket Exchange Service (TCN) Contract with ATPCO and a valid Government Filing System (GFS) Contract with ATPCO.

TERM

1. Commencement of Service
This subscription is for a term of one (1) year, commencing _____
2. Renewal
This Agreement will be automatically renewed for successive terms of one (1) year.
3. Termination Notice
 - a. FAST TRACK service can be canceled by the subscriber or by ATPCO on thirty (30) days' written notice
 - b. FAST TRACK service will be canceled by ATPCO at such time as the subscriber's Ticket Exchange Service Contract is terminated.
 - c. FAST TRACK service will be canceled by ATPCO at such time as the subscriber's Government Filing System access is terminated.

USE OF DATA

Subscriber may view, print, and download to an offline database TCN data presented in FAST TRACK. Subscriber may not authorize, or in any way assist, any computer terminal not operated by it or under its control to obtain access to ATPCO's database, reproduce or duplicate any information obtained by it from ATPCO hereunder for purpose of resale, transmission or transfer to any other person or organization (including codeshare partners, members, alliances, franchisees, or other entities separate from that of Subscriber) for any purpose.

RATES AND CHARGES

1. Basic Access Charge: Subscriber shall pay ATPCO its then prevailing hourly rate per terminal for the time during which any computer terminal operated or controlled by Subscriber is connected to FAST TRACK through GFS.
2. One-Time Set-Up Fee: Subscriber shall pay ATPCO a one-time set-up fee of USD 2,910 to be paid in full prior to ATPCO authorizing the installation of FAST TRACK.
3. Copy and Storage of TCN: Subscriber shall pay a monthly TCN storage fee of USD 700.
4. Change in Rates/Charges: ATPCO will give Subscriber written notice, at least thirty (30) days in advance, of any changes in the services offered or in the

charges therefore. Subscriber may, notwithstanding any other provision herein, terminate this Agreement by written notice given prior to the effective date of any increase in the subscription rate. Should Subscriber so terminate this Agreement, ATPCO agrees, if so requested by Subscriber, to continue to provide services hereunder for a period of six (6) months from the effective date of the increase to which such termination is attributable at the subscription rate in effect immediately prior to such increase, plus 10% of such prior subscription rate. In the event Subscriber withdraws its notice of termination prior to the expiration of the aforementioned six-months period, Subscriber shall retroactively pay the difference between the increased subscription rate and the prior subscription rate, plus 10% thereof, for said six-months period.

PAYMENT

1. Billing Procedure: ATPCO will bill Subscriber for all fees due under terms of this Contract and Subscriber shall pay the full amount of such bill within thirty (30) days after the date of such bill.
2. Penalties and Refunds: Any amount billed that is not paid when due shall be increased, after the due date, at the rate of 1% per month until paid in full.

COMMUNICATION ARRANGEMENTS

It shall be Subscriber's responsibility to make all necessary arrangements to enable its eligible computer terminal(s) to communicate with ATPCO's database and to pay all fees or charges for the use of such communication arrangements. ATPCO will, upon request, arrange for access via a public data network, and will bill Subscriber for such access, in addition to the fees described in the Rates and Charges paragraph above.

It shall be the Subscriber's responsibility to authorize access to FAST TRACK by GFS user ID. Subscriber will designate authorization for access to FAST TRACK by GFS user ID in writing. Upon notification of changes in writing, ATPCO will execute change requests within seven (7) days of receipt.

LIMITED WARRANTY and INDEMNIFICATION

ATPCO will use commercially reasonable efforts to insure that data supplied to Subscriber by ATPCO is accurate and that transactions are processed accurately and in accordance with the appropriate industry, bilateral, or multilateral agreement; however, it cannot and does not warrant the timeliness, accuracy, or completeness of the data so supplied or the transactions so processed, nor can it assume any liability for damages, consequential or otherwise, resulting from any delay in, or error, or omission made in the course of the distribution of such data or made in the course of processing the transaction. Subscriber shall indemnify and hold ATPCO, its officers, directors, employees and representatives, including attorneys, harmless from all claims or suits, by whomsoever brought (including without limitation, all fees associated with the defense of any such claim or suit including, without limitation, attorneys fees and expenses and expert witness fees and expenses) arising from the use of the data or transactions by Subscriber or any of Subscriber's customers.

APPLICABLE LAW

The laws of the District of Columbia shall apply to this contract without regard to the conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ___ day of _____, _____.

AIRLINE TARIFF PUBLISHING
COMPANY

Subscriber

By _____

Subscriber Signature

Subscriber Printed Name

Subscriber Job Title

Subscriber Phone and Fax

Subscriber E-mail Address

Subscriber Billing Address

Subscriber Point of Contact and Phone Number

By _____

ATPCO Signature

Rolf Purzer

Chief Marketing Officer