



INDUSTRY SALES RECORD (ISR) CONTRACT
between

AIRLINE TARIFF PUBLISHING COMPANY, having its principal office at Dulles International Airport, P.O. Box 17415, Washington, DC 20041-0415 (hereinafter referred to as "ATPCO")

and

SUBSCRIBER: _____

for

DESCRIPTION OF SERVICE

Subscriber's use of the Industry Sales Record (ISR) is subject to the conditions set forth in this contract dated _____. ISR is described in the *Industry Sales Record, Service Level Agreement* that may be amended or reissued by ATPCO from time to time, except as expressly limited by this contract, and is incorporated herein and made a part hereof.

ISR is a daily process that takes the TCN 4.05, Airlines Reporting Corporation (ARC) Carrier Accounting Tape (when available from ARC), and International Air Transport Association (IATA) Billing Settlement Plan (BSP) Hand-off Tape (HOT) V20, Carrier Ticketing information from the plating airlines Revenue Accounting System/E-ticketing database; or Tickets issued via the airlines own ticketing system all of which Subscriber has the authority to distribute to ATPCO and authority to allow ATPCO to distribute such data as contemplated herein, and combines these records for the Subscriber's flights into a single data feed utilizing a data hierarchy to determine element population.

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

ISR service can be canceled by the subscriber on ninety (90) days' written notice, or by ATPCO on six (6) months' written notice.

Initials ____/____



USE OF DATA

Subscriber may not resell or transfer the data they receive in the ISR to any other person or organization (including codeshare partners, members, alliances, franchisees, or other entities separate from that of Subscriber). The Subscriber may authorize ATPCO via the ISR/TCN Codeshare & Data Agreement to send a copy of the sales transaction to any party that is involved in the settlement of the ticketing transaction.

RATES AND CHARGES

1. **Pricing Plan:** See attached Pricing Sheet for details.
2. **Additional Copy:** If Subscriber directs that an additional copy of its ISR file be sent to a third party pursuant to an ISR Codeshare & Data Agreement, an additional monthly charge will apply. See attached Pricing Sheet for details.
3. **Minimum Charge:** None.

CHANGE IN RATES AND CHARGES

ATPCO may from time to time revise the subscription rates noted herein after at least sixty (60) days' written notice to Subscriber. 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.

Initials ____/____



3. Taxes

Subscriber shall be responsible for the payment of all taxes, including any value added taxes that are applicable in its country of residence.

4. Line Item

At Subscriber's request, ATPCO shall include as individual line items in each invoice addressed to Subscriber any of the above-mentioned taxes specified by Subscriber.

COMMUNICATION ARRANGEMENTS

Subscriber shall complete the *ISR Subscriber Checklist* and forward to ATPCO.

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, by ATPCO, or by any of Subscriber's customers or those receiving the data at Subscriber's direction.

CHOICE OF LAW AND JURISDICTION

This Agreement will be governed by the laws of the United States and the Commonwealth of Virginia without reference to its conflicts of law principles. Any court with jurisdiction, sitting within the Commonwealth of Virginia, will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement.

Initials _____/_____



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 20 ____.

AIRLINE TARIFF PUBLISHING COMPANY

For Subscriber

For ATPCO

Signed _____

Signed _____

Printed Name _____

Printed Name Rolf Purzer

Title _____

Title Chief Marketing Officer

Date _____

Date _____



CONTACT AND BILLING INFORMATION

CUSTOMER: _____

CUSTOMER CODE: _____

MAILING ADDRESS: _____

BILLING ADDRESS: _____

TELEPHONE NUMBER: _____

TELEX NUMBER: _____

FAX NUMBER: _____

**NAME: AUTHORIZED
POINT OF CONTACT** _____

TITLE / DEPARTMENT: _____

DIRECT TELEPHONE #: _____

EMAIL ADDRESS: _____



ATTACHMENT A

INDUSTRY SALES RECORD (ISR) SERVICE LEVEL AGREEMENT

As part of ongoing support of the ISR application, ATPCO has established the following service level agreement:

1. All records transmitted to ATPCO by 1200 ET will be included in that day's processing, applicable records will be distributed that same day. All records received after 1200 ET will be included in the following day's ISR processing.
2. ATPCO will maintain and test, at least once per year, a system-wide disaster recovery plan and will contract with a recognized disaster recovery service provider (currently SUNGARD Availability Services).
3. In the event of an ISR application shutdown, the recovery process will be completed within twelve (12) hours.
4. Operations and Support Services (OSS) will operate Monday through Friday from 0730 to 1730 ET. This desk will support
 - a. Updates on process status.
 - b. ISR codeshare amendments.
 - c. Changes in file delivery status.
5. A technical help desk will operate twenty-four (24) hours a day, seven (7) days a week. This desk will support transmission issues.

Initials _____/_____



2012 PRICING SHEET

Rates and Charges

Records

<i>Average Number of Records per Day Within a Calendar Month</i>	<i>Data Supplier Price per Month</i>	<i>Non-Supplier Price per Month</i>
70,000 +	\$5,390	\$5,767
20,000-69,999	\$4,660	\$4,986
5,000-19,999	\$4,380	\$4,687
2,500-4,999	\$3,570	\$3,820
1,000-2,499	\$2,560	\$2,739
500-999	\$1,080	\$1,156
0-499	\$1,010	\$1,081

File Copy Fee

USD 760 per month

If Subscriber directs that an additional copy of its ISR file be sent to a third party pursuant to an ISR Codeshare & Data Agreement, this additional charge will apply.

Minimum Charge

None

Initials _____/_____