



Codeshare & Data Agreement

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

**TICKET EXCHANGE SERVICE (TCN)
CODESHARE & DATA AGREEMENT**
between
AIRLINE TARIFF PUBLISHING COMPANY (ATPCO)
and
(Marketing Carrier)

This agreement (“Agreement”) is entered into between Airline Tariff Publishing Company (“ATPCO”) and the undersigned airline whose designator appears on a flight coupon as the ticketed carrier (the “Marketing Carrier”).

Whereas the Marketing Carrier desires to utilize, and authorize carriers that operate flights bearing the Marketing Carrier’s code on the sales record (each an “Operating Carrier”) to utilize, ATPCO’s transaction control number (“TCN”) codeshare services and facilities to identify, organize, store, and distribute to third parties the Marketing Carrier’s TCN data (“Data”); and

Whereas ATPCO is willing to make its services and facilities available to Marketing Carrier subject to the following terms and conditions:

1. Operation. In supplying Data to be included in ATPCO’s data bank, Marketing Carrier shall comply with the procedures and standards prescribed by ATPCO from time to time.
2. Authorized Individuals.
 - 2.1. Marketing Carrier. Marketing Carrier shall maintain on file with ATPCO a list of the Marketing Carrier’s employees, agents, or contractors that are authorized by it to supply, modify, or withdraw Data, or portions of the Data, on the Marketing Carrier’s behalf or to issue instructions concerning the applicability or distribution of the Data.
 - 2.2. Operating Carrier. Marketing Carrier shall maintain on file with ATPCO a list of the Operating Carrier’s employees, agents, or contractors that Marketing Carrier has authorized to issue instructions to ATPCO regarding the Marketing Carrier codeshare flight number ranges applicable for that Operating Carrier.
3. Execution of Instructions. ATPCO will make all reasonable efforts to conform to the Marketing Carrier’s and the Operating Carrier’s instructions regarding the access and distribution of that carrier’s Data, but shall not be required to act upon any instructions that are not clear and complete, or in violation of the terms of this Agreement. ATPCO will promptly notify the Marketing Carrier and/or the Operating Carrier if it cannot act upon any such instruction.

ATPCO reserves the right to determine the minimum period required by it to comply with any instructions it receives from the Marketing Carrier or the Operating Carrier.

4. Data Recipients. The Marketing Carrier is solely responsible for determining entities that are authorized to receive Data from ATPCO (“Data Recipients”) and notifying ATPCO of such Data Recipients. Marketing Carrier warrants that such Data Recipients are authorized, as a result of contractual agreements between the Marketing Carrier and the relevant TCN providers (“TCN Providers”), to receive Data on the Marketing Carrier’s behalf from ATPCO.
5. Marketing Carrier Responsibilities. The Marketing Carrier is responsible for instructing ATPCO of the following:

- a. The Data Recipients that ATPCO is to provide with the Marketing Carrier' Data;
 - b. The Data that ATPCO is to make available to Data Recipients;
 - c. The Data records from TCN Version 4.04 or later versions that ATPCO should NOT distribute to a Data Recipient; and
 - d. Any confidential information to be removed from a sales record prior to ATPCO transmitting that sales record to a Data Recipient.
6. Operating Carrier Responsibilities. If the Marketing Carrier, in accordance with Section 2, has authorized an Operating Carrier to provide ATPCO with instructions on the Marketing Carrier's behalf, the Operating Carrier may provide ATPCO with the flight number ranges that the Operating Carrier operates for the Marketing Carrier indicating the specific time period for which the instruction applies, including the days of the week and any geographic limitations, that may be applicable. Operating Carrier may not provide any other information to ATPCO.
7. ATPCO Reports.
- a. ATPCO will advise the TCN Provider of the number of TCN records that were created for codeshare, broken down by Marketing Carrier, as well as the number of TCN records that were created for each Data Recipient, broken down by Marketing Carrier.
 - b. ATPCO will advise the Marketing Carrier of the number of records that were created for each Data Recipient, broken down by TCN Provider.
8. Data Recipient Instructions. Data Recipients may instruct ATPCO to cancel the distribution of Data to that Data Recipient.
9. Limitation of Liability. ATPCO will use commercially reasonable efforts to ensure that the Data supplied by Marketing Carrier and Operating Carrier, and their respective employees, agents, and contractors, are promptly and accurately incorporated into, and made available for distribution as part of, ATPCO's database, as instructed by Marketing Carrier. ATPCO does not, however, warrant the timeliness, accuracy, or completeness of the Data so incorporated, nor does it assume any liability for damages, consequential or otherwise, resulting from any delay, error, or omission made in the course of such incorporation or subsequent distribution of such Data.
10. Indemnification. Marketing Carrier shall indemnify and hold ATPCO, its officers, directors, employees, and representatives, including attorneys, harmless from all acts of Marketing Carrier and Operating Carrier, and their respective employees, agents, and contractors, 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 witnesses fees and expenses), arising from ATPCO's acceptance, use, or distribution of the Data, or any subsequent use or distribution of the Data by any party.

11. Term and Termination. This agreement shall continue in effect from the date appearing below until terminated, either by Marketing Carrier or ATPCO, by written notice to the other at least ninety (90) days in advance. No termination of this agreement shall affect any rights or liabilities that accrued prior to, or as a result of, such termination.

Accepted and agreed to

AIRLINE TARIFF PUBLISHING COMPANY

Marketing Carrier

By

Marketing Carrier Signature

Marketing Carrier Printed Name

Marketing Carrier Job Title

Marketing Carrier Address

By

ATPCO Signature

Rolf Purzer

Chief Marketing Officer

Date