

From: Peterson, Barb [mailto:BPeterson@orbitz.com]
Sent: Tuesday, March 10, 2015 10:59 AM
To: Lee Collins
Subject: RE: New SpeediShuttle Seattle Services Orbitz

Aloha Lee,

Good to hear you!

Attached is copy of our Listing Agreement. Take a look and let me know if any issues in signing it. If you want to insert or change any language be sure to use the "track changes" feature.

Mahalo,

Barb

From: Lee Collins [mailto:leeCollins@speedishuttle.com]

Sent: Thursday, March 05, 2015 1:51 PM

To: Peterson, Barb

Subject: RE: New SpeediShuttle Seattle Services Orbitz

Aloha Barb,

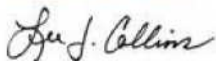
I hope you are well and we see each other at Pow Wow.

Please send your agreement and we should be okay to sign it. The Washington State Public Utilities Commission requires that all contracts for transportation be sent to them so we have to have that one signed as it is their format, but it is very simple. Please call me and we can discuss the pricing. We are lower in retail rates and our services are direct with no schedules or built in waiting which your customers will love. Also we are 100% Mercedes Sprinters with FREE (Yes, I said it) FREE Wi-Fi on ALL vehicles. Oh yeah.... We have greeters with signage at each of the baggage claims which no other shuttle company provides. As a result of the better vehicles, greeters and improved technology, our operating costs are significantly more than other companies running mixed fleets or low cost domestic vans and with the lower pricing than our competitors there is not much margin left. The great news is we should all see increased sales with the lower pricing, improved services and much happier customers.

All our shuttle are 11 passenger vehicles so no matter what the season your customers are not going to be put into a 25 passenger shuttle that has to make 10 stops and take 2 hours to drop off the last guest.

Please call me and let's discuss the pricing, I would love to have your business and work for you in Seattle.

Warmest Regards,



Lee Collins

Vice President of Sales & Marketing

SpeediShuttle, LLC and Arthur's Limousine

1132 Bishop Street Suite 2312, Honolulu, HI 96813

Tel: 808-772-5700 x102 | Fax: 808-772-5699 | Cell: 808-375-3910

www.speedishuttle.com | www.arthurslimousinehawaii.com | LeeCollins@speedishuttle.com

Hawaii's premier statewide airport shuttle service, operating on Oahu, Maui, Big Island and Kauai

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SpeediShuttle is the leading provider of shared ride and private car transportation service throughout the Hawaiian Islands. The company takes pride in delivering memorable guest experiences through its teams of employees that are passionate about the service they provide using quality Mercedes Benz vehicles and cutting edge ground transportation technology. SpeediShuttle has been recognized as one of the most "Innovative Companies of the Year" by the Pacific Business News, and is the exclusive provider of on demand transportation service for the Honolulu International Airport.

From: Peterson, Barb [mailto:BPeterson@orbitz.com]

Sent: Thursday, March 05, 2015 7:42 AM

To: Lee Collins

Subject: RE: New SpeediShuttle Seattle Services Orbitz

Aloha Lee,

Hope all is well! Apologies for my delayed response, things are very busy here as usual.

First off, this is great news that you're going into the SEA area. We'd love to work with you, would you be open to signing our Listing Agreement? We generally don't sign supplier contracts.

Also, when we offered Shuttle Express roundtrip airport transfers on our sites, we made more in commissions than what you're offering on your shared service (for a roundtrip with them we made ~\$12 and with your pricing it would be \$4), any room to get a lower net? I don't recall if we marked up their Retail Pricing or not, but either way it's quite a difference. Let me know if any wiggle room on that.

Let me know if any question and look forward to hearing back on this!

All the best,

Barb

Barbara Peterson
Director, Partner Services Group
Orbitz Worldwide, LLC
500 W Madison, Ste 1000
Chicago, IL 60661
P: 312.894.6934
F: 760.860.6934

bpeterson@orbitz.com



From: Lee Collins [<mailto:leeCollins@speedishuttle.com>]

Sent: Wednesday, February 18, 2015 1:50 PM

To: Peterson, Barb

Subject: New SpeediShuttle Seattle Services Orbitz

Aloha Barbara,

SpeediShuttle Seattle is on schedule to begin offering services in King County Seattle Washington May 1, 2015. Our new services will be designed to provide an extraordinary experience at a very affordable price for tourists, business and resident travelers. This is your first opportunity in decades to choose another company's services since only one company has been permitted to operate in the entire King county service area for thirty years.

I have attached an information kit along with the agreements for your consideration. If you have any questions please contact me anytime.

We are very excited about expanding our services from Hawaii to the mainland and our team would be honored to serve you and your guest traveling in the Seattle area.

Hope to see you at Pow Wow this year. ☺

Warmest Regards,

Lee Collins

Vice President of Sales & Marketing

SpeediShuttle, LLC and Arthur's Limousine

1132 Bishop Street Suite 2312, Honolulu, HI 96813

Tel: 808-772-5700 x102 | Fax: 808-772-5699 | Cell: 808-375-3910

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ORBITZ WORLDWIDE, LLC ATTRACTIONS LISTING AGREEMENT

This Attractions Listing Agreement ("Agreement") is entered by and between Orbitz Worldwide, LLC, a Delaware corporation, with offices located at 500 W. Madison Street, Suite 1000, Chicago, IL 60661 USA, ("Orbitz"), and _____ (Legal Name of Service Provider), a _____ (insert legal entity, e.g. corporation) organized under the laws of _____ (insert state of formation) ("Provider").

1. PURPOSE OF AGREEMENT. Orbitz owns, operates, manages or is affiliated with Internet travel sites, including but not limited to www.orbitz.com and www.cheaptickets.com (the "Orbitz Sites"). Provider provides the tours, events, attractions, ground transportation or other products or services (the "Attraction", "Attraction(s)", or "Attractions") identified in the content description profile or other formal written communication, agreed upon by the parties, submitted to Orbitz by Provider identifying such Attraction(s) (the "Attractions Profile"). Provider shall submit rates, availability and content (the "Rate Schedule") to Orbitz in the Attractions Profile. Provider desires to (i) provide Orbitz with an allotment of vouchers good for admission to the Attractions ("Vouchers") as agreed to by the parties in the Attractions Profile and Rate Schedule, and (ii) engage Orbitz to provide Provider with marketing services, whereby Orbitz will offer users of the Orbitz Sites the ability to obtain vouchers for confirmed, prepaid reservations for the Attractions. Provider acknowledges that this is a non-exclusive Agreement, and Orbitz reserves the right to sell, market and distribute, directly and indirectly, products and services offered by Orbitz or other third parties that are the same or substantially similar to those provided by Provider herein. In addition, Provider acknowledges that Orbitz has made no representations or guarantees of any kind regarding the quantity of Vouchers that Orbitz may sell, market or distribute pursuant to this Agreement, or the extent that Orbitz may use, display, market or promote any of the Attraction(s), Attraction Marks or other information in the Attractions Profile provided by Provider hereunder.

2. TERM OF AGREEMENT. This Agreement will commence on the Effective Date set forth in the signature block below and will continue for a period of one year (the "Initial Term"), and shall continue thereafter for successive one-year terms (each, a "Renewal Term") until terminated as provided herein. The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term". Either party may, with or without cause, terminate this Agreement effective at the end of the Initial Term or then-current Renewal Term, by providing written notice of its intention to terminate no less than ninety (90) days prior to the expiration thereof. Orbitz may terminate this Agreement at any time upon thirty (30) days prior notice to Provider. If either party terminates this Agreement upon such notice, Provider shall honor any Voucher Orbitz sells prior to the effective date of termination.

3. ATTRACTIONS INFORMATION.

a. General. Provider represents and warrants that, (i) it is the owner or operator of the Attractions (ii) it has all necessary authority and right to enter into this Agreement, which shall be binding against Provider, and provide the Attractions described herein, (iii) its entrance into and performance of this Agreement will not violate any agreement with a third party and (iv) the information set forth on the Attractions Profile and Rate Schedule is complete, accurate and not misleading. Provider hereby grants Orbitz the right, at Orbitz' discretion, (either directly or through its third party agents), for the purpose of marketing, advertising and obtaining Vouchers for Attractions, (x) to use, reproduce, distribute, display, modify and create derivative works of the Attractions information set forth on the Attractions Profile, or otherwise provided to or obtained by Orbitz from Provider or any third party, as well as images, pictures and graphics from Provider's website and (y) to use, reproduce and display Provider's name, logos and trademarks used by Provider to promote the Attractions (the "Attraction Marks"), including the right to sublicense the foregoing rights. Orbitz' use of the Attraction Marks shall conform to any written guidelines provided by Provider to Orbitz, and all goodwill generated pursuant to the use of the Attraction Marks shall inure to the benefit of Provider.

b. Changes to Attractions Profile . If any information set forth on the Attractions Profile changes, or there are any changes to the facilities, amenities or nature of the Attractions, Provider shall promptly communicate this information to Orbitz so that Orbitz may use such information, at its discretion, to inform Orbitz customers and update the contents of the Orbitz Sites accordingly. In the event any such changes are material, Orbitz may terminate this Agreement upon five (5) days prior written notice to the Provider.

c. Changes to Rate Schedule. Upon thirty (30) days prior written notice, Provider may submit changes to the Rate Schedule. Such changes shall not be deemed effective until Orbitz has accepted them in writing. Provider shall not invoice Orbitz for any increase in price for Attraction(s) booked before such changes take effect. Unless updated Rate Schedules or a termination notification of anAttraction(s) are received within forty-five (45) days prior to the expiration of the Rate Schedules previously submitted, Orbitz shall have the option to extend the Rate Schedules previously submitted and make the Attraction(s) available on Orbitz Sites for up to twelve (12 months) from the initial expiration date until such time an update or change is received.

4. ATTRACTIONS, VOUCHER PROGRAM AND REDEMPTION POLICIES.

a. Attractions and Rates. Provider shall make available to Orbitz for promotion and distribution through the Orbitz Sites the Attractions further described in the attached Attractions Profile and/or Rate Schedule. Provider shall guarantee the availability of the type of Attractions set forth on the Attractions Profile and Rate Schedule ("Attractions Allocation"), at the rate to be paid by Orbitz to Provider for the Attractions also as set forth on the Attractions Profile and/or Rate Schedule (the "Net Rate"). All Net Rates are net, non-commissionable, and subject to applicable tariffs, taxes and other like charges. Orbitz shall have the option to offer Vouchers to the Attractions to Orbitz users, on a prepaid basis, at a rate different from the Net Rate (the "Retail Rate"). Provider shall not disclose to the Orbitz user, or any other party, the Net Rate. Provider shall be responsible for informing Orbitz of the then-applicable tax rate for the Attractions (and any changes thereto), in each case to the best of its knowledge, solely so that Orbitz may calculate the applicable tax obligation. Provider shall be responsible for remitting all applicable taxes paid by Orbitz to Provider to the proper taxing authority. Orbitz shall complete such calculation on the basis of the Net Rate unless Provider notifies Orbitz that Provider is required to remit tax based on the Retail, or otherwise.

b. Voucher Program. During the Term of this Agreement, Provider authorizes Orbitz to offer Orbitz users the ability to purchase Vouchers to Attractions that shall be honored by Provider pursuant to the terms of this Agreement. Orbitz shall be permitted to offer, and Provider agrees to honor, up to the maximum number of Vouchers of the type and quantity set forth in the Attraction Allocation in the Attractions Profile and/or Rate Schedule. Provider agrees to either exchange such Vouchers for proprietary tickets or accept Vouchers directly in lieu of proprietary tickets. After the Attraction has been consumed by the Orbitz customer, Provider shall submit either the Orbitz booking code located on the Voucher or the original Voucher(s) to Orbitz for reimbursement, along with any other supporting documentation as may be reasonably requested by Orbitz. Provider agrees to honor the Vouchers without prior notification. As agreed to by the parties, certain Vouchers may state that prior to the redemption of such Voucher, the Provider must be contacted (i.e. email, fax, phone call) to confirm the reservation and/or schedule the provision of the Attraction, and the Orbitz customer must follow such other redemption instructions in order to redeem the Voucher as may be set forth in the Attraction Profile or as may be reasonably otherwise agreed to in writing by the parties. Provider agrees to provide Orbitz with a list and to continually update such list of each Attraction that requires notification and/or such other redemption instructions prior to redemption

c. Vouchers. Each Voucher provided to an Orbitz customer shall include the following terms and conditions printed on it:

- This Voucher is valid only during the dates of travel, as indicated on the Orbitz Itinerary of the person(s) named on the Voucher, and expires on the later of those dates. This Voucher may not be redeemed outside of those dates of travel.
- This Voucher is valid for redemption by the person(s) named on the Voucher. This Voucher has no cash value and cannot be assigned, or transferred, in whole or in part.

ORBITZ WORLDWIDE, LLC ATTRACTIONS LISTING AGREEMENT

- This Voucher, when issued and validated by Orbitz and presented to Provider, entitles the person(s) named on the Voucher, subject to the terms and conditions hereof, to use the Attraction(s) described therein. Provider will verify the identity of each person(s) named on the Voucher prior to accepting the Voucher.
- Providers are independent contractors who are not agents of Orbitz, and the Providers are solely responsible for the use and operation of, and actions or events at, the Attraction(s). Attraction(s) are provided subject to the terms of applicable rules and regulations.
- Orbitz shall have no liability for any personal injury or death; lost, stolen, damaged or destroyed property; or other liability arising out of or in connection with the use and operation of, or actions or events at, the Attraction(s).
- To the maximum extent permitted by law, Orbitz' liability will be limited to the purchase price of the Voucher.
- Such other terms and conditions as may be required by Orbitz or set forth in the Attraction Profile.

d. Redemption Policies. In connection with each validly redeemed Voucher, Orbitz agrees to reimburse Provider the Net Rate as set forth in Attraction Profile in accordance with the terms of this Agreement. In the event the redemption procedures associated with the Attraction(s) and/or Vouchers are not followed, including, without limitation, any prior notification requirements, then Orbitz shall not be required to reimburse Provider for such Vouchers sold. Further, Orbitz shall not be required to reimburse Provider if the Orbitz customer purchases a Voucher, and does not redeem the Voucher. Orbitz shall reimburse Provider only once per booking at the Net Rate at the time of booking on the Orbitz Sites. Without limiting the foregoing, Orbitz will reject and refuse to reimburse Provider for Vouchers that: (i) have been previously submitted or paid; (ii) Orbitz receives an invoice for later than sixty (60) days after the expiration date or consumption date of the Attraction, whichever is earlier; (iii) have been defaced, altered or reproduced;; (iv) apply to an Attraction that has been cancelled; (v) for which the Orbitz customer is unable to consume the Attraction or does not show up at the Attraction(s) due to a force majeure event described in Section 6; or (vi) for which the Orbitz customer arrives at the Attraction(s), but departs due to the Orbitz customer's dissatisfaction with the Attraction(s).

e. Customer Service. In the event that an Orbitz customer informs Orbitz that they are dissatisfied with Attractions provided by Provider, Orbitz shall forward written notification to Provider detailing the complaint and requesting Provider to respond to any issues raised by the Orbitz customer. Provider shall respond to Orbitz in writing within five (5) days addressing the issues and providing any appropriate compensation. In the event that Provider does not respond within five (5) days, Orbitz shall have the right to respond to the Orbitz customer, assign appropriate compensation, and deduct that compensation from future payments to Provider.

5. PAYMENT.

a. Consumed Attractions. Provider will invoice Orbitz at the end of each calendar month for all Vouchers redeemed for consumed Attractions in accordance with this Agreement during such month. Notwithstanding anything else to the contrary elsewhere in this Agreement, Orbitz will have no obligation to redeem any Vouchers for any Attractions that are not satisfactorily consumed by the authorized Orbitz customer as set forth in this Agreement. Provider will be responsible for collecting any incidental Attractions charges directly from the Orbitz customer and shall not invoice Orbitz for such charges. As agreed to herein, Orbitz shall pay Provider for correctly invoiced bookings. "Correctly invoiced" shall mean an invoice submitted on the Orbitz template and that contains the required information entered without typographical error necessary for Orbitz to process payments to the Provider. "Required information" includes date service was rendered, booking code located on the customer voucher, package code located in the reservation notification and on the customer voucher, customer name, number of passengers, name of Attraction(s) and the ("Net Rate") for the Attraction(s) at the time of customer booking. Provider shall have fifteen (15) business days upon receipt of the Payment Backup Report to notify Orbitz, in writing, of any discrepancy between amounts invoiced to Orbitz and amounts paid to the Provider. The Payment Backup Report shall mean the payment summary document that accompanies payment containing information for each reservation paid on an invoice, identified by the reservation booking code, and the amount paid for each reservation. If Orbitz requires additional information, Provider shall have ten (10) business days to provide the required information. If Provider fails to notify Orbitz of any discrepancy or respond to a request for more information within the time frames referenced herein, Orbitz shall not be required to pay any invoices for the bookings in question. Orbitz will pay by check sent via regular US mail any undisputed amounts to Provider net forty-five (45) days of Orbitz' receipt of the invoice. A "consumed" Attraction shall mean that the Attraction has been successfully performed, completed or attended by an Orbitz customer. Orbitz shall have the right to offset amounts owed by Orbitz to Provider under this Agreement against any amounts owed to Orbitz by Provider. If an Attraction is not consumed due to a force majeure event, including but not limited to the, death or injury of an Orbitz customer or Orbitz customer's immediate family member, Provider shall immediately (i) notify Orbitz, (ii) use commercially reasonable efforts to rebook, reschedule or otherwise provide the same or similar Attraction at a time that is convenient to the Orbitz customer, and to the extent that cannot be done, inform the Orbitz customer to promptly contact Orbitz regarding a refund for any unused portion of any amounts paid for such Voucher; and (iii) if the Attraction was not consumed due to Provider's inability to honor the Voucher, provide a written apology to the Orbitz customer, including an explanation that Orbitz was in no way at fault or responsible for Provider's failure to honor the Voucher. However, Orbitz may, in its sole discretion, elect to provide a refund to the Orbitz customer. Orbitz will notify Provider of any such refund and shall be entitled to deduct an amount equal to the Net Rate portion of such refund from payments due from Orbitz to Provider. Upon request from Provider, Orbitz shall request from the Orbitz customer and provide to Provider reasonable documentation of the extraordinary circumstances.

b. Billing Contact. Orbitz shall make all payments due to Provider under this Agreement to the address set forth on the Attractions Profile under "Billing Contact". The Billing Contact may be changed by Provider upon written notice to the Accounts Payable department at Orbitz.

6. FORCE MAJEURE . Neither party shall have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, actions or inaction of third parties, third party equipment not within the reasonable control of the party, or any other condition affecting performance of this Agreement in any manner beyond the reasonable control of the party, subject to Section 5(a).

7. INDEMNITY. Provider will indemnify, defend and hold Orbitz harmless from and against any and all costs, assessments, liabilities, obligations, losses, penalties and expenses (including, but not limited to, reasonable attorneys' fees and defense costs) (collectively, "Losses") resulting from any claim, suit, action, charge, investigation, regulatory inquiry or proceeding (each, an "Action") brought against Orbitz by any person, entity or authority, resulting from or relating to (i) Provider's breach of this Agreement; (ii) Provider's provision of inaccurate information applicable to the Attractions or Net Rates, including, without limitation the failure of Provider to inform Orbitz, in writing, of any change to the tax rates applicable to Attractions; (iii) infringement of any third party intellectual property rights related to text, images, pictures and graphics provided by Provider to Orbitz or pulled by Orbitz from Provider's web site for use in promoting Provider's services; or (iv) the use or operation of, or actions or events at, the Attractions.

8. COMPLIANCE WITH LAWS; WARRANTY; LIMITATION OF LIABILITY. EACH PARTY SHALL COMPLY WITH ALL LAWS APPLICABLE TO ITS BUSINESS. ORBITZ MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ORBITZ SITES, ORBITZ' SYSTEMS OR ORBITZ' ABILITY TO FACILITATE THE BOOKING OF VOUCHERS FOR, OR OTHERWISE CONSUME ANY PORTION OF THE ATTRACTIONS. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, PROVIDER EXPRESSLY AGREES THAT IT WILL BE SOLELY LIABLE FOR ANY LOSSES, CLAIMS OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE

**ORBITZ WORLDWIDE, LLC
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OR OPERATION OF, OR ACTIONS OR EVENTS AT, THE ATTRACTION(S). UNDER NO CIRCUMSTANCES WILL ORBITZ, ITS AGENTS, EMPLOYEES, AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF LOSS OF DATA, GOODWILL, INTERRUPTION IN USE OR AVAILABILITY OF THE ORBITZ SITES, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

9. MISCELLANEOUS.

a. Confidentiality. Each party shall treat the terms and conditions of this Agreement and all information provided by one party to the other in performance of this Agreement (including, without limitation, Net Rates, and the Attractions Allocation) as confidential information and shall not disclose any such confidential information to any third party, except that Orbitz may disclose such confidential information to its professional advisors and third party contractors or agents who have a need to know to perform Orbitz' obligations under this Agreement.

b. Assignment and Transfer. Neither party shall assign its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that (i) either party may assign this Agreement to its affiliate, and (ii) either party may assign this Agreement in connection with a merger, consolidation or sale or exchange of all or substantially all of its assets or stock, or the sale of the business or that segment thereof to which this Agreement relates; provided that, in either case, each party covenants that it shall not assign this Agreement without the assignee first having assumed the obligations in this Agreement. Subject to the foregoing sentence, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

c. Interpretation. This Agreement and the Attractions Profile together with any Rate Schedule or exhibits attached thereto by the parties, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, warranties, prior agreements, or any other communications between the parties relating to the subject matter. If there is a conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall prevail. This Agreement will be governed by and interpreted in accordance with the law of the state of Illinois, excluding its conflict of law principles, and the parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Cook County, Illinois, waiving any objection to forum non conveniens. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. The parties further agree to waive any right to a jury trial that either party might otherwise have in any and all courts.

d. Notice. Any notice required under this Agreement or required by law must be in writing and (i) delivered in person, (ii) sent by first class registered mail or (iii) sent by nationally-recognized overnight air courier. Notices will be considered to have been given when delivered in person, and when received by the recipient when sent via first class registered mail or overnight air courier. Provider's address for notices shall be as listed for Provider on the Attractions Profile. Orbitz' address for notices shall be as set forth in the Preamble of this Agreement, with separate copies addressed to each of the Vice President of Business Development and the General Counsel, except that any change in the Billing Contact shall be addressed to Accounts Payable as indicated in Section 5(b) above.

e. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement.

f. Most Favored Customer. Provider agrees to treat Orbitz and all Orbitz customers as its most favored customers. Provider represents that all of the prices, warranties, benefits, redemption provisions, rebooking and rescheduling priorities, and other terms being provided hereunder are equivalent to or better than the terms being offered by Provider to its other customers. If, during the term of this Agreement, Provider enters into an agreement with any other customer providing such customer with more favorable terms, then this Agreement shall be deemed appropriately amended to provide such terms to Orbitz and Orbitz' customers. Provider shall promptly provide Orbitz with any refund or credits hereby created.

g. Records and Reports. Provider shall maintain complete, clear and accurate records of all expenses, revenues, fees, transactions, and related documentation (including agreements) in connection with the performance of its obligations pursuant to this Agreement ("Records"). All such Records shall be maintained for a minimum of three (3) years following termination of this Agreement. Provider shall provide to Orbitz such Records, not less often than each calendar quarter, with such other information as may be reasonably required to verify such Records. No more than once per calendar year and upon five (5) days' prior written notice, Orbitz may commission a mutually agreeable independent audit of any of Provider's books and records as is reasonably required to verify accuracy of the Records. Prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Such audit shall be performed on a confidential basis. If the audit reveals an under reporting of more than ten percent (10%) for any calendar quarter, then Provider shall promptly pay to Orbitz its reasonable expenses in performing the audit.

h. Insurance. During the Term of the Agreement and for a period of one year thereafter, Provider will at its own expense have in effect the coverages set forth in Exhibit A.

Provider: _____

Orbitz Worldwide, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

EFFECTIVE DATE: _____

**ORBITZ WORLDWIDE, LLC
ATTRACTIONS LISTING AGREEMENT**

EXHIBIT A - INSURANCE REQUIREMENTS

PLEASE ATTACH A COPY OF YOUR "CERTIFICATE OF INSURANCE" COVERAGES FOR OUR FILES WHEN RETURNING THIS CONTRACT. ORBITZ WILL NEED A NEW COPY EACH TIME A NEW POLICY PERIOD STARTS.

- A. At all times during the performance of Services hereunder, Provider shall (or in the case of subcontractors, Provider shall cause its subcontractors to) keep in full force and effect and maintain, at no additional cost to Orbitz, the following:
- i. Commercial General Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence;
 - ii. Automobile Liability Insurance of not less than one million dollars (\$1,000,000.00) per occurrence;
 - iii. Umbrella/Excess Liability Insurance of not less than three million dollars (\$3,000,000) per occurrence.
 - iv. If Provider operates watercraft, Protection and Indemnity Insurance of not less than five million dollars (\$5,000,000) per occurrence; and
 - v. If Provider operates aircraft, Aviation Insurance of not less than five million dollars (\$5,000,000) per occurrence.
- B. This policy shall include Orbitz, its parent, affiliates or subsidiaries, and their respective officers, directors, employees and agents as additional insureds.
- C. All policies shall provide that the insurer waives any right of subrogation against Orbitz, its parent, affiliates or subsidiaries, and/or its or their officers, directors, employees and agents. By requiring insurance as provided in this Section, Orbitz does not represent that coverage and limits will be necessarily adequate to protect Orbitz, its parent, affiliates or subsidiaries, and their officers, directors, employees and agents, and such limits shall not be deemed as a limitation of Provider's liability under this Agreement.
- D. Simultaneously with the execution of this Agreement, Provider will furnish to Orbitz a certificate of insurance evidencing compliance with this Section.