

## **TRAVEL MANAGEMENT SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions are a part of and incorporated by reference into the Travel Management Services Agreement signed by MacNair and Client.

1. MacNair's Services. MacNair shall perform, as requested from time to time by Client and Client's travelers, and subject to the terms and conditions set forth in this Agreement, the following services (collectively, the "Services"): (a) providing Client and Client's travelers with reservations and ticketing services for Travel Services; (b) providing Client and Client's Traveler's with access to customer assistance by telephone 24 hours a day, seven days a week; (c) performing quality control checks on reservations made by and for Client and Client's travelers; (d) providing access to tools and functionality available through a web site (the "Online Access"), including tools for booking Travel Services online; and (e) providing travel management services for Client (such as preparing travel management reports and helping Client in formulating and enforcing travel policy). As used throughout this Agreement, "Travel Services" means any and all passenger transportation and lodging services, including transportation of passengers by air, rail, ship, or motor vehicle, and with respect to transportation of passengers by motor vehicle, expressly including the rental of motor vehicles.

2. MacNair's Service Excellence Agreement (SEA)

2.1. Satisfaction Guarantee. If Client's traveler is not completely satisfied with the travel management service provided by MacNair on a specific trip, MacNair will provide a refund of the service fee paid by Client to MacNair for such trip. This guarantee must be claimed by Client within fourteen (14) days after the completion of travel on such trip, and no refund will be made for requests made after such time has elapsed. The Satisfaction Guarantee applies only to satisfaction with the Service of MacNair and does not apply to the performance, failure to perform, or manner of performing Travel Services, or any act or omission of any Supplier of Travel Services.

2.2. Low Fare Guarantee. For all full-services reservations, if Client or Client's traveler finds an available airfare lower than the lowest airfare found by MacNair, MacNair will waive or refund to Client MacNair's service fee for the applicable reservation (the "Low Fare Guarantee"). To obtain a waiver or refund under the Low Fare Guarantee, Client must purchase the applicable trip through MacNair and provide MacNair documents showing the following: (a) flight information and fare information demonstrating the availability of a lower fare for a flight with the same routing and a departure time within sixty (60) minutes (plus or minus) of the airfare found by MacNair; (b) that lower fare is for the same class of service that was originally requested as the airfare found by MacNair and that such lower fare is available for purchase; (c) that such lower fare is within Client's travel policy; and (d) that such lower fare was available for purchase on the same day as the fare quoted by MacNair. The Low Fare Guarantee does not apply to consolidator tickets, soft dollar tickets or fares obtained through auction venues (including Priceline and Hotwire). MacNair reserves the right to cancel or modify the Low Fare Guarantee at any time.

2.3. Responsiveness Guarantee. MacNair will respond to all trip requests made via telephone within two business hours and via e-mail within four business hours (provided requests are received between 8:30AM and 5 PM, East Coast Time, Monday – Friday, Holidays excepted) of the request. Within that timeframe, MacNair will either complete the request or define the timeline required to complete the request; e.g., complex international itineraries, with client concurrence with this timeline. Failure on the part of MacNair to deliver on this Guarantee will result in the waiver of the fee for the trip request. MacNair will provide access to a MacNair consultant during normal business hours (8:30 AM – 7 PM, East Coast Time, Monday – Friday, Holidays excepted) to ensure responsiveness to all emergency requests.

2.4. Annual Travel Leadership Plan Guarantee. In direct relation to the Service Plan (Amendment C), MacNair will deliver an annual account review (Flight Certification) and a plan for completing an agreed upon set of action items, required of both parties, to deliver the strategic improvements.. The failure of MacNair to produce, deliver and execute its responsibilities and actions with regard to the Flight Certification will enable the client to determine the annual fee they believe is appropriate for the subsequent year's renewal. Failure of the client to deliver its share of the action item requirements, thereby preventing MacNair from executing its responsibilities under this Guarantee will void this Guarantee.

3. MacNair's Relationship with Suppliers. MacNair acts only as an agent for all the Suppliers of Travel Services arranged for Client and Client's travelers. MacNair has no control or power over the acts or omissions of any Supplier and MacNair shall not be liable for any act or omission of any Suppliers or for any injury, damage, loss, accident, delay or irregularity resulting therefrom. For the purposes of this Agreement, "Supplier" means any entity that operates Travel Services (including airlines, hotels and car rental companies) or holds itself out as an operator of Travel Services (including a code sharing airline). MacNair is not a Supplier. Client agrees that MacNair shall be entitled to retain all sums paid to MacNair by any Supplier, including any and all commissions.

#### 4. Client's Obligations.

4.1. Payment. Client authorizes MacNair to charge all purchases of Travel Services for Client or for Client's travelers processed by MacNair, as well as MacNair's Fees and Expenses (including annual fees), to one or more credit card accounts. Client promptly shall notify MacNair of any change to the credit card account numbers for which MacNair is authorized to charge Travel Services requested hereunder. Unless Client notifies MacNair to accept as payment only specific credit card accounts, MacNair may charge a credit card account provided to MacNair by Client's traveler for the amounts due for Travel Services requested by such traveler and MacNair's Fees and Expenses.

4.2. Fees and Expenses. "Fees and Expenses" means the Fees and Expenses set forth in the rate sheet provided by MacNair to Client from time to time. MacNair may alter and increase the Fees and Expenses from time to time, subject to the following restrictions: (a) MacNair may not increase the Fees during the first twelve (12) months of this Agreement, except in response to a Material Increase; and (b) MacNair shall notify Client in writing of any change or increase to the Fees at least thirty (30) days before the effective date of the change. "Material Increase" means a material increase in MacNair's costs of providing services to the Customer that results from circumstances beyond MacNair's control, including the imposition of, or increase to, fees charged to MacNair by Suppliers or their intermediaries (including global distribution systems and the Airlines Reporting Corporation). If Client rejects a change in MacNair's Fees and Expenses, Client may terminate this Agreement on such notice as Client deems reasonable.

4.3. Exclusivity. Client shall refer all requests for the arrangement of Travel Services for Client's business travel needs to MacNair for arrangement and shall not use any travel agency other than MacNair during the term of this Agreement.

4.4. Authority. Client has the authority and power to enter into and perform this Agreement and represents to MacNair that such acts shall not violate, breach or default any agreement between Client and any other party.

4.5. Responsibility. It is the responsibility of each traveler to review and confirm the correctness of each reservation confirmation within one (1) business day after MacNair's delivery of such confirmation. Client acknowledges that changes to reservations made after such time may result in Client's responsibility for rate or fare changes, additional charges or fees imposed by companies performing travel, travel-related and lodging services and, accordingly, that MacNair will not assume any loss or financial obligation for changes made more than one (1) business day after MacNair's delivery of such confirmation. Client is also responsible for ensuring that Client's travelers understand and comply with any and all visa, passport and health documentation requirements and any and all local and/or foreign laws or other requirements (the "International Requirements") applicable to all travel booked through the Services that includes any visit or stopover to any point outside of the United States. MacNair shall have no liability whatsoever for the failure of Client or Client's traveler to know or understand International Requirements and no responsibility for advising Client or Client's travelers of International Requirements.

5. On-Line Access. Links to certain third-party internet sites may be made available to Client as part of the On-Line Access. Client acknowledges that MacNair is not responsible for the content of linked third-party web sites or the policies or practices of such third-party web sites and that MacNair does not make any representations regarding the content or accuracy of materials on such third-party web sites. Client's use of third-party web sites is subject to any applicable terms and conditions of use and privacy policies of such sites.

#### 6. Term; Termination.

6.1. Initial Term; Renewal. This Agreement is effective upon execution by both parties and has a term of twenty-four (24) months that begins on the last day set forth in the signature block of the Travel Management Services Agreement. Unless one party notifies the other at least thirty (30) days prior to the expiration of the then-current term, this Agreement shall renew automatically for additional successive terms of one (1) year.

6.2. Termination. Either party may terminate this Agreement before expiration of the 24-month term by providing the other party written notice of its intent to terminate and termination will be effective on the termination date specified in such notice or sixty (60) days after the receipt of such notice, whichever is later, with the exception of the provision outlined in 4.2. In addition, if either party fails to perform a material obligation under this Agreement and such failure remains uncured for more than thirty (30) days after written notice of default from the other party, the other party may terminate this Agreement immediately upon the expiration of such thirty (30) day period.

6.3. Survival. Sections 3, 5, 6.3, 7, 8, 9 and 11 of the General Terms and Conditions shall survive termination of the Agreement, as shall the duty of each party to pay any sums owing to the other party at the time of termination.

7. Disclaimer. EXCEPT FOR THE GUARANTEES SET FORTH IN SECTIONS 2.1, 2.2, 2.3 AND 2.2 OF THIS AGREEMENT, MACNAIR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, THE ONLINE ACCESS AND ANY COMPONENT THEREOF. MACNAIR DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, SYSTEM INTEGRATION AND ANY OTHER WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MACNAIR DOES NOT WARRANT THAT THE ONLINE ACCESS OR ANY COMPONENT THEREOF IS ERROR FREE, OR THAT THE ONLINE ACCESS AND ANY COMPONENT THEREOF WILL OPERATE CONTINUOUSLY OR WITHOUT INTERRUPTION. The remedies set forth in Sections 2.1, 2.2, 2.3 and 2.2 of this Agreement are the sole remedies of Client for any breach of MacNair's obligations set forth in such provisions.

8. Limitations on Liability. In no event will MacNair be liable for any incidental, special, punitive, exemplary or consequential damages, including but not limited to lost profits, revenue or savings, or the loss of use of any data, even if MacNair has been advised of, knew of, or should have known of the possibility of such damages. In no event shall MacNair's liability for any matter arising out of or in connection with this Agreement exceed the amount of the fees and charges paid to MacNair by Client in the six (6) months preceding the event or occurrence giving rise to such liability.

9. Indemnification. Each party shall indemnify and hold harmless the other party and such party's officers, directors, employees, and agents ("Indemnities") from and against any and all liabilities, damages, expenses, claims, demands, suits, fines, or judgments including, but not limited to, attorneys' fees, costs, and expenses incident thereto, which may be suffered by, accrued against, charged to, or recovered from the Indemnities arising from the negligent or wrongful act, error and/or omission of the indemnifying party or the indemnifying party's officers, directors, employees, or agents or from the indemnifying party's failure to perform this Agreement.

10. Force Majeure. Except for payment obligations, neither MacNair nor Client will be deemed to be in default or liable for any delays in performance, nonperformance or downtime caused by acts of God, war, terrorism, strikes, labor disputes, fires, work stoppages, acts of government, providers of data, communications or other services, acts or omissions of sovereign states or GDS suppliers, or for any other cause beyond the reasonable control of MacNair or Client, as applicable.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, statements, and representations with respect to the subject matter hereof. This Agreement may be modified only in a further written document signed by both parties.

11.2. Relation of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or principal – agent relationship between MacNair and Client. Neither MacNair nor Client shall have power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractor with respect to each other.

11.3. Third Party Beneficiaries. Except to the extent expressly otherwise set forth in this Agreement or an amendment hereto, this Agreement is not intended by the parties to be for the benefit of any third party, including, but not limited to, Client's travelers.

11.4. Notices. All notices, requests or communications required to be given under this Agreement must be in writing shall be deemed effectively given: (a) upon personal delivery to the party, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) three (3) business days after having been sent (as evidenced by the postmark) by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. The mailing address for notices, requests and communications is the address shown for the party in the signature block of the Travel Management Services Agreement. Either party may change its mailing address by notice as provided by this Section 11.4.

11.5. Waiver. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions. No waiver shall be effective unless given in writing.

11.6. Choice of Law. This Agreement shall be governed by, and enforced according to, the laws of the Commonwealth of Virginia without giving effect to any rule or provision governing conflict or choice of law.

11.7. Severability. If any provision of this Agreement is rendered inoperative or void by operation of law, regulation, judgment or otherwise, such provision will be deemed omitted and the remainder of the Agreement will remain enforceable to the maximum permissible extent.

11.8. Rules of Construction. Section headings in this Agreement are for the convenience of the parties only and will not be used to construe the meaning of any term. Except where context requires otherwise, all references in this Agreement to the singular shall also include the plural and vice versa. Except where context requires otherwise, all references in this Agreement to the masculine, the feminine or the neuter shall be construed to apply to all types of gender, as well as the gender referred to. As used in this Agreement, the word “including” means “including, but not limited, to”.

11.9. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

11.10. Further Acts. At MacNair's request, Client will provide MacNair with documentation as requested by credit card companies or by the suppliers of Travel Services purchased by Client or Client's traveler.

## ***END OF GENERAL TERMS AND CONDITIONS***