

This Member Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between Perot Systems Corporation, a Delaware corporation ("**Perot Systems**") and ("**Member**"), on the terms and conditions set forth below.

## 1 GENERAL.

### 1.1 Terms and Rates.

Term and Rates have been negotiated by the Program Manager and are set out in the Member Program Profile, attached to this Member Agreement as Exhibit A. The mechanics of the Program, also negotiated by the Program Manager, are set out in more detail in the TACS Services Guide, attached to this Member Agreement as Exhibit B.

### 1.2 Reporter.

Where the Program Manager has designated the Member as "the Reporter", Member may further appoint another entity to provide the information for Perot Systems to consolidate. For this Member Agreement, Reporter will be Member. Member will remain responsible for Program obligations.

### 1.3 Remitter.

Where the Program Manager has designated the Member as "the Remitter", Member may further appoint another entity to provide the funds from which Perot Systems makes disbursements. For this Member Agreement, Remitter will be Program Manager. Member will remain responsible for Program obligations.

## 2 DEFINITIONS.

**2.1 Control** – the power to direct the choice of settlement processor, whether through ownership, management agreement, or franchise agreement.

**2.2 Fees** – all fees are stated in US Dollars. TACS determines remitting currency equivalents when remittance is due. For properties remitting in a currency other than US Dollar, fees are adjusted quarterly to reflect foreign exchange fluctuations.

**2.3 Group** – all Members selected by Program Manager for participation in the Program.

**2.4 Member** – a legal entity (e.g., a hotel) that receives compensable services from Payees and is selected by Program Manager as part of a Group to be eligible to participate in the Program. Perot Systems will have no obligations under this Member Agreement to a Member, or to Program Manager on behalf of a Member, until the Member and Perot Systems sign a Member Agreement.

**2.5 Payee** – a company that receives payments and explanatory information from the Program, such as a travel agency.

**2.6 Program** – Travel Agency Commission Settlement Program

**2.7 Program Profile** – see Exhibit A.

**2.8 Program Manager** – the legal entity serving as the central office for the Group for the purposes of the Program.

**2.9 Remitter** – the entity designated by Program Manager or Member to provide the funds from which the Program makes disbursements to Payees.

**2.10 Reporter** – the entity designated by Program Manager or Member to provide the information for Perot Systems to consolidate.

**2.11 TACS Services Guide** – see Exhibit B.

**2.12 Term** – see Member Program Profile.

**2.13 Transaction** – see definition in Member Program Profile.

**2.14 Transaction Fee** – the fee for a Transaction paid by each Member to Perot Systems with its remittance for the corresponding Transaction in US Dollars (or currency equivalent determined by the Program).

**2.15 Transaction File** – electronic file of the Transactions sent by Reporter to TACS.

## 3 OPERATIONS.

### 3.1 Access to Data.

Member shall provide or make available to Perot Systems at no charge, in a form complying with the specifications in the TACS Services Guide, data reasonably required by Perot Systems for purposes of discharging Perot Systems' obligations hereunder. Member grants, to Perot Systems, the right to share such data with Program Manager at no charge. Perot Systems shall not share such data with any third party other than the Program Manager except with Member's or Program Manager's express written consent.

### 3.2 Transaction File.

#### a. Format of File and Transmission.

Perot Systems will provide Primary Interface Specifications to Reporter. Perot Systems may reject any Transaction File that does not satisfy the TACS Primary Interface Specifications (or mutually agreed upon substitute specifications).

#### b. Content of File.

Perot Systems will not be responsible for the authorization, verification or accuracy of the information contained in a Transaction File. Member will reimburse Perot Systems for any loss or expense incurred by Perot Systems as a result of the Transaction File containing errors or inaccuracies or requiring changes not due to Perot Systems' sole error.

#### c. Change Management.

Member will provide Perot Systems with reasonable advance notification of any changes to Transaction information reporting and remittance methods, form or format, where such changes impact the Program.

### 3.3 Settlement Services.

Perot Systems will perform the services described in the TACS Services Guide, or as defined in an attached Task Order, provided that Member and Program Manager, as relevant, performs their obligations set forth therein.

### 3.4 Remittances and Disbursements.

Perot Systems will act as an agent of Member for the purpose of making payments to Payees. As the agent, Perot Systems will deposit remitted funds into a reputable major commercial bank and make disbursements to Payees. Perot Systems accepts no responsibility for bank errors or omissions, except to enforce, on Member's behalf, the bank's liability.

## 4 FEES.

Perot Systems will process transactions, generate reports, and otherwise operate the Program for the fees defined in the Member Program Profile. The Program Manager has negotiated the Program Fees on Member's behalf. Perot Systems will collect the fees due in accordance with the Member Program Profile out of Remitter's funds for payments. The parties acknowledge that the Program will be refined over time and that future processing volumes and associated costs may change. Therefore, Perot Systems reserves the right to adjust Program pricing by agreement with Program Manager.

## 5 TAXES.

There shall be added to any charges under this Member Agreement, and Member shall pay or reimburse to Perot Systems, amounts equal to any taxes, however designated or levied based upon such charges, the services, or this Member Agreement, including state and local taxes, and any taxes or amounts in lieu thereof paid or payable by Perot Systems in respect of the foregoing, excluding franchise taxes, employment taxes and taxes based on the net income of Perot Systems.

Member will be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, for taxes based on its net income, and for employment taxes. As an agent, Perot Systems is not a principal to any transaction pursuant to an arrangement or agreement between Member or Payees that generates commissions or other amounts due to Payees and has no obligation or requirement to account for or to report value-added tax ("VAT"), goods and services tax ("GST"), consumption taxes, or any similar

indirect taxes on the transaction or to generate information returns or reports. All amounts payable to Perot Systems under the terms of this Member Agreement are deemed to be exclusive of any VAT, GST, consumption taxes or any other similar indirect tax. Any tax deemed payable will be added to the price for services rendered under the terms of this Member Agreement.

If a tax is assessed on the provision of any of Perot Systems' services, the parties shall cooperate to segregate the payments under this Member Agreement into (i) those for taxable services, (ii) those in which Perot Systems functions merely as a payment agent for a Member, and (iii) those for nontaxable services, and to minimize each party's tax liability to the extent legally permissible. Perot Systems' invoices shall separately state the amounts of any taxes Perot Systems is collecting from Remitter. Each party shall provide to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by the other party.

If a tax audit reveals that taxes are due upon such charges, the Services, or this Member Agreement, Member shall be responsible for any taxes, interest, and penalties due including any VAT, GST or similar consumption tax.

## 6 TERM AND TERMINATION.

### 6.1 Term.

Perot Systems and Member agree that this Member Agreement shall continue until March 30, 2008. Thereafter this Member Agreement shall automatically continue in effect unless and until either party gives the other party 90 days' written notice of termination.

### 6.2 Termination Prior to Expiration of Term.

If Member leaves Program Manager's Group, Member shall give Perot Systems at least 30 days written notice of termination, and this agreement shall terminate unless the parties agree otherwise.

### 6.3 Survival.

Notwithstanding any termination, the parties' obligations that have accrued as of the termination date shall remain binding and the Articles of this Member Agreement entitled Confidentiality, Indemnity, Warranties, Limitations of Liability, Entire Agreement, and Miscellaneous Terms will survive such termination.

## 7 CONFIDENTIALITY.

All written and oral information communicated to either party by the other in connection with the activities contemplated by this Member Agreement, whether before or after its effective date, shall be held in strict confidence and used only for purposes of this Member Agreement. No such information, including the provisions of this Member Agreement, shall be disclosed by the recipient except to Program Manager without the prior written consent of the other party. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately and shall cooperate in seeking a reasonable protective order. This section shall not apply to information which is (i) publicly available, (ii) already known to the recipient, (iii) developed independently by the recipient, or (iv) received from a third party without similar restriction and without breach of this Member Agreement.

## 8 INDEMNITY.

Member will defend, indemnify, and hold harmless Perot Systems and Program Manager from any against any claim, loss, liability or expense (including reasonable attorneys' fees) arising from (i) any action taken by Perot Systems in compliance with or reliance upon Member's instructions, applications, information, or requests, or (ii) any claim arising out of any representation by Member to any third party.

## 9 WARRANTIES.

### 9.1 Perot Systems Warranties.

- Perot Systems warrants that it will administer the Program in accordance with its obligations as set forth in this Member Agreement.
- Perot Systems further warrants that its services shall be performed by qualified personnel in a manner consistent with commercially reasonable practice.
- Perot Systems further warrants that it will use reasonable security measures, as defined in the TACS Services Guide, to confirm the identity and delivery instructions of Payees.
- If Perot Systems breaches the warranties set forth in paragraphs (a)-(c) of this Section, it shall supply services to correct or replace the services at no charge, and such services shall be Member's exclusive remedy for breach of warranty provided that Perot Systems cures the breach within 30 days after receiving written notice from Member specifying the breach.
- Perot Systems disclaims all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.

### 9.2 Member's Warranties.

Member warrants that (i) its exercise or performance of its rights or obligations under this Member Agreement does not and will not violate any applicable law, regulation, or agreement by which it is or may hereafter be bound, and (ii) this Member Agreement represents valid obligations of Member and is fully enforceable against Member according to its terms.

## 10 LIMITATIONS OF LIABILITY.

### 10.1 Force Majeure; Reliance.

Perot Systems will not be liable for any errors, delays, or non-performance due to circumstances beyond its immediate control, due to a stop payment or recall by Member of any Bank Check or Electronic Transfer, or due to its reasonable reliance upon or compliance with Member's instructions, orders, requests or other communications.

### 10.2 Laws and Regulations.

The rights and obligations of Member and Perot Systems under this Member Agreement are subject to and limited by all applicable laws and regulations of any governmental authority, industry association, or clearing house, and by local banking practices (collectively "Laws and Regulations". Because these Laws and Regulations are subject to change without notice, Perot Systems does not make any representations with respect to them and cannot be liable to Member for any violation of them. Perot Systems will not be liable for any failure or delay in its performance of obligations under this Member Agreement that is due in Perot Systems' reasonable judgment to compliance with Laws and Regulations. Perot Systems will notify Member immediately of any such failure or delay.

### 10.3 Limitation on Damages.

With respect to all claims arising out of or in connection with this Member Agreement, regardless of the form of action, whether in contract or tort (including negligence, strict liability or otherwise) and whether or not such damages are foreseen, even if the exclusive remedy set forth under "Perot Systems' Warranties" should be deemed to have failed of its essential purpose, Perot Systems' liability will not exceed, in the aggregate for all claims under this Member Agreement, all fees paid to Perot Systems under this Member Agreement during the six (6) months preceding the month in which the first claim arose, except for Perot Systems' wanton and willful misconduct. In no event will either party be liable for any indirect, incidental, special, consequential (including without limitation lost profits, lost revenue, or damages for the loss of data), or punitive damages of the other party or any third parties.

## 11 ENTIRE AGREEMENT; TACS SERVICES GUIDE.

### 11.1 Entire Agreement.

This Member Agreement together with its Exhibits, each of which is part of this Member Agreement, is the final, entire, and exclusive agreement of the parties with respect to the subject matter hereof. If any provision(s) of this Member Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Member Agreement will remain in full force and effect. This Member Agreement may not be amended except by a written amendment signed by the parties hereto.

**11.2 TACS Services Guide.**

Perot Systems may modify the TACS Services Guide attached as Exhibit B at its sole discretion on notice to Member. Perot Systems will use commercially reasonable efforts to give Member reasonable advance notice of modifications to the TACS Services Guide, but Member recognizes that advance notice may not always be practicable for legal and/or liability reasons, and such modification shall become effective on the date specified in the notice of modification. The parties will be bound by the provisions in the TACS Service Guide, as modified from time to time pursuant to this Member Agreement.

**12 NOTICES.**

Any notice under this Member Agreement shall be deemed delivered when delivered in person or by confirmed fax, the day of scheduled delivery sent by Federal Express or comparable express courier, or five days after being mailed to a North American recipient by registered or certified U.S. mail, return receipt requested, to the person designated at the address set forth below:

To Perot Systems: To:  
 Perot Systems Corporation  
 Attention: TACS Account Manager Attention:  
 Park West at Dulles Corner  
 13880 Dulles Corner Lane  
 Herndon, VA 20171  
 FAX Number: 703-480-6917 FAX Number:

Either party may change its address by written notice to the other party. Notices of modifications to the TACS Services Guide shall also be effective upon electronic publication by Perot Systems on its TACS web site, provided that Member has notice of and access to the TACS web site.

**13 RELATIONSHIP OF PARTIES.**

Perot Systems is acting only as an independent contractor and does not undertake to perform any obligation of Member, whether regulatory or contractual, or to assume any responsibility for Member's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in this Member Agreement.

**14 WAIVERS.**

The failure or delay of either party to insist upon the performance of any term or condition of this Member Agreement or to exercise any right or remedy therein conferred, will not impair or be construed as waiving any of such terms, conditions, rights, or remedies.

**15 ASSIGNMENT.**

This Member Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

**16 TRADEMARKS AND ADVERTISING.**

Neither party will display the other party's trademarks or service marks without the prior written consent of the other party. Either party may, however, identify the other party as participating in or administering the Program.

**17 CHOICE OF LAW AND FORUM.**

The laws applicable in the state of New York without regard to its rules on conflicts of law will govern this Member Agreement. In the event of any dispute arising out of or relating to this Member Agreement, the parties consent to binding arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce. Any arbitration proceeding shall take place only in New York City. The arbitrator shall not have the right or power to make any award in disregard or excess of any limitation of liability or damages set forth in this Member Agreement. An award of an arbitrator may be enforced in any court of competent jurisdiction, and the parties consent to the personal jurisdiction and venue of the federal and state courts sitting in New York, New York. If Member is located outside the United States of America and may have or acquire any sovereign immunity from the jurisdiction of any court or from any legal process with respect to itself or any Member, Member hereby waives such immunity in respect of its obligations under this Member Agreement and further waives any defense it then may have against the recognition of any judgment rendered by the above-described courts. **Neither party may assert a claim arising out of or relating to this Member Agreement against the other party more than one year after the claim arose.**

**18 PRIVACY.**

Perot Systems may require Member's review and acceptance of Perot Systems' then current Privacy Statement in order for Perot Systems to provide services under this Member Agreement and Member shall not unreasonably withhold such review and acceptance.

Program Profile – Exhibit A to TACS Member Agreement				
Program Manager	ReservHotel International Inc.			
Member (Legal Entity Name)				
Reporter	Member			
Remitter	Member			
Reporting Cycle	TBD			
Payment Cycle	TACS Classic Schedule – Twice Monthly Payments			
Pricing adjustment dates	Annually, Effective January 1, 2006			
Pricing				
Transaction * Pricing				
Financial **	\$1.00	Frequent Flyer	N/A	
Non Financial***	\$1.00	Frequent Guest/Renter	N/A	
GDS	N/A	Booking Transactions	N/A	
Billing (US remittance Notice)	\$3.50 each	Billing (Non US Remittance Notice)	\$4.50 each	
* A Transaction – the associated information corresponding to a single Travel Agency booking, resulting in a cancellation, no-show, completed stay, GDS, Billing, Frequent Flyer, Frequent Guest/Renter, general booking, or account payable item.				
** A Financial Transaction - a Transaction resulting from a completed booking with a commission due to an agency.				
*** A Non-financial Transaction - a Transaction resulting from a booking representing a non-commissionable rate, cancellation or no-show.				
Remittance Fees				
Per US debit (paid with each remit)			N/A	
Per Int'l debit (paid with each remit)			N/A	
Per wire received (paid with each remit)			N/A	
Payment Fees				
USD check mailed within US	N/A	US ACH	N/A	
USD check int'l bound	N/A	Int'l ACH	N/A	
Non-USD check	N/A	US Wire	N/A	
Non-financial bound US	N/A	Int'l Wire	N/A	
Non-financial int'l bound	N/A			
Check Pull				
Per item			25.00	
Mailing			TBD	
Enrollment fee (paid with 1 <sup>st</sup> remit)			50.00****	
**** A 100% discount is applied if the Member enrolls via electronic means and is actively using the program within 60 days of enrollment.				
Additional Services and Pricing (available as of the effective date of this Agreement)				
Marketing				
Payment Inserting			\$175.00 Per 1000	
Marketing page per payment			\$500.00 per payment run	
Logo processing			\$250.00 per logo (implementation fee)	

All fees are stated in US Dollars. TACS determines remitting currency equivalents when remittance is due. For properties remitting in a currency other than US Dollars, fees are adjusted quarterly to reflect foreign exchange fluctuations. The fee for a Transaction paid by each Member to Perot Systems with its remittance for the corresponding Transaction in US Dollars (or currency equivalent determined by the Program).

To be completed by Member	
Program Effective Date:	_____ DD / MM / YYYY
Company Name:	_____
By:	_____ Authorized Signature
Printed Name	_____
and Title:	_____

Perot Systems Use Only	
Accepted on	_____ DD / MM / YYYY
Perot Systems Corporation	
By:	_____ Authorized Signature
Printed Name	_____
and Title:	_____