

SC Code:
PCC(s):

ATTACHMENT TO ADDENDUM TO SABRE SUBSCRIBER AGREEMENT

SABRE APIs

1. PRODUCT DESCRIPTION:

Sabre APIs is a product that provides Sabre content from a single point of access and conforms to the industry's technology standards (the "Product"). A portfolio of APIs available in REST and SOAP technologies, SOAP APIs are constructed around the standards defined by OpenTravel Alliance. SOAP APIs allow Subscriber to customize their applications with an end-to-end workflow tailored to customer needs. REST-enabled APIs allow for faster parsing and require less markup.

2. CHARGES:

- a. Subscriber will pay to Sabre the Charges outlined below, as required and ordered by Subscriber, with effect from the Addendum Effective Date and for the remaining Term of the Agreement or until Subscriber's termination of subscription to the Product, whichever is earlier.

Implementation Fee	USD 1000.00
<i>Subscriber will pay Sabre pursuant to one of the following options, as selected by the Subscriber:</i>	
<input type="checkbox"/> Subscription Fee 1 (Subscriber will also pay a per contact charge of USD 82.50 regardless of manner of contact, e.g. email, webcase, phone call, etc.)	USD 291.67 per month (without customer support)
<input type="checkbox"/> Subscription Fee 2 (includes customer support and 50 Sessions at no additional charge)	USD 458.33 per month
Additional Sessions Fee (Additional sessions may be purchased in blocks of 50)	USD 250.00 per block

- b. If Subscriber paid the above-referenced Implementation Fee as part of the previous Agreement, then no additional Implementation Fee is due under this Attachment to Addendum to Sabre Subscriber Agreement ("the Attachment").
- c. All Charges are due to Sabre within thirty (30) Days after receipt of the invoice.
- d. Service Charges: In accordance with the terms and provisions set forth in the Agreement, Subscriber will pay Sabre the fees set forth in the Agreement and on any written addendum to the Agreement (or if not addressed in the Agreement or addendum, as stated on <https://marketplace.sabre.com> or its successor site) for the use of the Sabre System associated with Subscriber's use of the Services. The Sabre System commands that are executed by each service available under the Services OR in the Sabre Developer Partner Application that Subscriber intends to access with the Services as applicable and the accompanying category to which each such command belongs are set forth on <https://developer.sabre.com/> or its successor site.
- e. Training and Out of Pocket Fees/Expenses: No on-site implementation, training, consulting, development, or other services are anticipated to be provided hereunder by Sabre. Where on-site implementation, training, consulting, development, or other services are anticipated to be provided hereunder by Sabre, Subscriber and Sabre will mutually agree in writing upon Sabre's provision of any such services, and Subscriber will reimburse Sabre for all air and local transportation, lodging, meals and other related incidental expenses incurred by Sabre in the performance of this Attachment.
- f. **Supplemental Content Reservation Fees:** An integration fee of (i) USD 1.00 per PNR for each Supplemental Content Reservation created by and/or merged in the Sabre System by Subscriber in a point of sale in APAC and/or Mexico; and (ii) USD 3.75 per PNR for each Supplemental Content Reservation created by and/or merged in the Sabre System by Subscriber in other points of sale; which may be billed by Sabre or Subscriber's Sabre Developer Partner (but not both) monthly. The Sabre Developer Partner will report the number of Supplemental Content Reservation tickets booked and/or merged into the Sabre System by Subscriber monthly no later than ten (10) business days following the end of each month. For clarity, no integration fees are payable for Supplemental Content Reservations created by and/or merged in the Sabre System by Subscriber in a point of sale in Brazil.

- g. **Additional Services:** Additional fees and charges may apply in the event Subscriber elects to receive new functionality, modules, premium services or improvements to the Services as currently described at <https://marketplace.sabre.com> or its successor site, and as revised from time to time. Any such additional services will be provided at the option of Sabre.

3. LICENSE

- a. Sabre will provide Subscriber with access to and use of the Sabre APIs, as revised from time to time and as described on <https://developer.sabre.com/> or its successor site (the Sabre APIs are herein referred to as the “**Services**”). Any revision to the Services shall be effective upon posting by Sabre at <https://developer.sabre.com/> or its successor site. In addition to the terms of the Agreement and the Addendum, this Attachment shall be governed by the terms and conditions set forth below. Usage of the Services is granted solely for purposes related to the creation and use of applications and software which will be used exclusively by the Subscriber (“**Project(s)**”). Any other uses of the Services must be approved by Sabre in writing. Subscriber is not authorized under this Attachment or the Agreement to market or otherwise redistribute any Project interfacing with Sabre to any third-party, or to allow others to do so, and doing so shall be considered a material default under the Agreement and the Addendum.
- b. **Acceptance Period.** Notwithstanding the foregoing, the parties agree that Subscribers that are first time users of the Product will not be invoiced for the monthly Subscription Fee for a period of ninety (90) days following the Product Addendum Effective Date (“**Acceptance Period**”) or until terminated by Subscriber with at least ten (10) days’ written notice expiring prior to the end of such Acceptance Period. If Sabre has not received such notice of termination expiring prior to the end of the Acceptance Period, then on the ninety-first (91st) day following the Product Addendum Effective Date, Sabre will invoice Subscriber and the Subscriber agrees to pay to Sabre the monthly Subscription Fee. For the avoidance of doubt, all other applicable fees and/or charges will be payable with effect from the Product Addendum Effective Date. Subscriber agrees and understands that any termination of use of a Product post such Acceptance Period shall be in accordance with the terms of the Addendum or this Attachment, as the case may be.
- c. **License.** The Subscriber is hereby granted a non-exclusive, non-transferable, limited license to use the Services and any associated documentation provided hereunder via the Internet or a direct communications link in accordance with the terms and conditions of this Attachment, the Addendum and the Agreement solely for purposes related to the Project. Subscriber is not authorized under this Attachment, the Addendum or the Agreement to market or otherwise redistribute any Project interfacing with Sabre to any third-party, or to allow others to do so, and doing so shall be considered a material default under the Agreement. **For the purposes of clarity and without limiting the generality of the foregoing, Subscriber is not authorized to share Subscriber’s credentials provided pursuant to this Attachment with any third party.**
- d. **Utilization of the Sabre System and the System Software.** Subscriber may allow its Project to interface with broadly available, standard business applications, such as spreadsheet, word processing and database software, so long as the purpose of such interface or use is in compliance with other restrictions stated within this Attachment. Subscriber may interface with other third-party products or applications authorized by Sabre only with prior written approval from Sabre. Subscriber will not knowingly enable the Project to interface with any application that is marketed or otherwise made available by a party that is not a Sabre Developer Partner at the time of such interface for the purpose of passing Sabre Data to or through any such application. Subscriber shall conduct reasonable inquiry to determine whether a third-party application with which Subscriber desires a Project to interface is or is not authorized by Sabre. A list of Sabre Developer Partners is maintained at <https://partner.sabre.com>, or its successor site. A Sabre Developer Partner may lose authorized status at which point, Subscriber shall treat such developer or third party as not being a Sabre Developer Partner. Moreover, Sabre shall have the right to suspend the Services if it determines Subscriber is using the Services in a manner that is harmful to Sabre’s business. Subscriber acknowledges that Sabre shall have the right to restrict access to some data content or functionality at Sabre’s discretion, for reasons including but not limited to restrictions in agreements between Sabre and Participants.
- e. Sabre will provide systems operational support via email and phone support 7 days a week, 24 hours a day.

4. REQUIREMENTS:

- a. **Passwords.** Subscriber will be provided with a unique password that must be input before access to the Services will be provided to a Subscriber Authorized User. Subscriber shall be responsible for ensuring that the security of the passwords is protected by each of its Authorized Users. Sabre will commence supplying Subscriber with access to the Services within approximately two (2) weeks from the complete execution of this Attachment.

- b. Subscriber Requirements.** If Subscriber desires to utilize the Services for the access of any third-party data, the Subscriber hereby represents and warrants that it has obtained, and will retain during the term of the Addendum, a subscription or authorization with the applicable third party to access and use all such data as contemplated hereunder. Subscriber must provide, at its expense, all hardware, network and software applications required for Subscriber to access and utilize the Services. Current requirements are reflected in the reference documentation to be provided to the Subscriber by Sabre. The Subscriber requirements may change from time to time as notified by Sabre to Subscriber in writing. Certain third-party software and content may also be incorporated into the Services. Subscriber agrees to comply with any additional terms and conditions with respect to such third party software and content provided that copies of the agreements in which they are contained or the restrictions that apply are provided to Subscriber prior to the Subscriber being restricted thereby. To the extent that third party software or content becomes unavailable or unsupported, Sabre is relieved of its obligation to provide such software or content to Subscriber; however, Sabre will use all reasonable efforts to supply a replacement thereof.
- c. Testing and Capacity Plans.** Subscriber will provide Sabre with testing and capacity plans at least thirty days in advance of its use of the Services. Sabre shall have the right to approve or reject such plans, and the right to suspend or deny Subscriber access to the Services should Subscriber fail to provide or significantly vary from the testing and capacity plans. In addition, Sabre shall have the right to suspend Subscriber's access to the Services if Subscriber's use should have an adverse impact on the operation of the Services.
- d. Supplemental Content Reservations.** If the Project generates a Supplemental Content Reservation, it must adhere to each of the following terms and conditions:
- i. When Subscriber's Project interfaces or communicates with the Sabre System for shopping for Supplemental Content and this shopping results in a booking or completed transaction outside of the Sabre System, that reservation must be merged back into a Sabre Passenger Name Record as a passive segment (YK).
 - ii. In the case of a Supplemental Content Reservation, when a Like Fare is available in Sabre, the reservation must be made in the Sabre System.
 - iii. Subscriber will include a unique identifier as provided by Sabre in a manner as directed by Sabre in each PNR or equivalent Sabre Transaction, to enable Sabre to audit the number of Sabre PNRs created using the Project. A Sabre Transaction is any reservation created through the Project by a User and contains one or more segments booked via the Sabre System.
- e. Performance Standards.**
- i. Sabre will use its reasonable efforts to maintain, or to cause to be maintained, the Service's availability twenty-four (24) hours per day, seven (7) days per week. Sabre may from time to time schedule downtime for system maintenance and software modifications utilized in connection with the Services. Sabre will make reasonable efforts to notify in advance about unscheduled down time. Although Sabre shall use its reasonable efforts to avoid unscheduled downtime and to maintain uptime at an industry competitive level, such downtime may occur despite such efforts.
 - ii. Sabre shall not be in default of the performance standards to the extent such failure is wholly or partly due to any one of the following reasons: (i) Subscriber's failure to perform its obligations under this Attachment or the Agreement; (ii) Force Majeure Events; (iii) the performance of a third party (including but not limited to Internet Service Providers or telecommunications network provider(s)); (iv) any failure of the Subscriber's hardware, software or other Subscriber provided resources. As performance of the Services are dependent on performance of local area and wide area networks, as well as software and hardware of third parties and Subscriber, Sabre shall not be responsible for problems or delays in the Services due to technical matters beyond its control.
- f. Management of Services.** Sabre may modify, amend, enhance, update or provide an appropriate replacement for any of the Services, or any element thereof, at any time. Should such changes result in a material increase in costs, or a material degradation in service, to Subscriber, then Subscriber may terminate this Addendum with no further liability to Sabre. Further, Sabre shall have the right to manage all resources used in providing the Services as Sabre deems appropriate. Sabre shall have the right to subcontract any of its obligations under this Attachment to any third party without having to obtain Subscriber's prior written consent. In the event that Sabre provides any communications circuits utilized with the Services, Subscriber acknowledges that Sabre is not a licensed provider

of communications circuits and therefore shall arrange for the provision of the communication circuits through a third-party provider selected by Sabre. Sabre will monitor such provider's performance of its obligation to provide and maintain the communications circuits, work with such provider and Subscriber to resolve any problems with the communications circuits and take all reasonable actions to cause such provider to perform such obligations. Sabre will not, however, be responsible for any damages caused by the communications circuits and/or acts or omissions by the communication circuit provider. Sabre shall have the right to restrict the number of concurrent sessions assigned to Subscriber and impose such restrictions without Subscriber's prior written consent.

5. **DEFINED TERMS:** Capitalized terms not otherwise defined in this Attachment shall have the meaning given to them in the Agreement. For the purposes of this Attachment, the following words will have the meanings set forth below:

- i. **"Like Fare"** means, with regard to air travel, an available seat on the same flight itinerary and the same flight number(s) for the same dates and the same fare type with the fare available in Sabre less an allowance of USD 10.00 for carriers in Category 1, USD 15.00 for carriers in Category 2, or USD 20.00 for carriers in Category 3 (as described on <https://central.sabre.com/s/support-developersupport> or its successor site and changed from time to time), being equal to or less than the fare available through the Supplemental Content source.

With regard to any other travel product, a Like Fare is availability in the Sabre System of the identical travel product offered at a price less an allowance of USD 5.00 and any channel distribution fees on the Sabre price (as described on <https://central.sabre.com/s/support-developersupport> or its successor site and changed from time to time), that is equal to or less than the price available in the Supplemental Content source.

- ii. **"Session"** is a series of related interactions between a single user and the Sabre APIs server. Through concurrent sessions, Subscriber may have multiple users that simultaneously interact with the API server.
- iii. **"Supplemental Content"** means fares or inventory available from sources other than through the Sabre System.
- iv. **"Supplemental Content Reservation"** means a reservation for Supplemental Content that is created as a result of an Authorized User either directly or indirectly utilizing the Project in a way that involves interfacing with the Sabre System in any manner to facilitate shopping or booking Supplemental Content. A Supplemental Content Reservation also means a reservation that is made outside the Sabre System that is then recorded in the Sabre System by an Authorized User either directly or indirectly utilizing the Project.