

**AMENDMENT NO. 1
TO DISTRIBUTION SERVICES AGREEMENT**

This Amendment No. 1 to the Distribution Services Agreement, dated January 2015, between the National Railroad Passenger Corporation ("Amtrak") and Wanderu, Inc. ("Wanderu") (the "Agreement") is effective as of April 1, 2016 ("Amendment Effective Date").

1. All capitalized terms shall have the same meaning as defined in the Agreement unless otherwise specified.
2. In Section 3, "Company Compensation," is deleted in its entirety and replaced with the following provision:

For referral bookings and/or direct bookings of Amtrak Products, Amtrak shall pay Wanderu a fee of (b)(4) By the fifteenth (15th) day of each month, Amtrak shall provide Wanderu a report stating: (a) the total number of PNRs booked for the preceding month from Wanderu's referrals; (b) the total price of the PNRs; and (c) the amount due Wanderu. Wanderu shall invoice Amtrak within sixty (60) days of receipt of the invoice and Amtrak shall remit payment within forty-five (45) days of Amtrak's receipt of Wanderu's invoice.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

By execution below, the parties agree to the above terms and conditions as of the Amendment Effective Date.

Wanderu Inc.

National Railroad Passenger Corporation

(b)(6)

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Sent Via Certified Mail and Email

July 15, 2016

(b)(6)

Wanderu, Inc.
80 Bedford St, Floor 2
Boston, MA 02111

(b)(6)

RE: Distribution Services Agreement, between the National Railroad Passenger Corporation (“Amtrak”) and Wanderu, Inc., dated 6th February, 2015, (“Agreement”)

Dear (b)(6)

This letter is to notify you that Amtrak is replacing Attachment I-Amtrak Products with the attached updated Attachment I-Amtrak Products Revised 07-15-16. Please note that under Section 1.2 of the Agreement, Wanderu has fourteen days of receipt of this notice by certified mail to make any necessary changes to its website, Wanderu.com.

We continue to appreciate the opportunity to work with you and your company.

Sincerely,

(b)(6)



TRAVEL ALLIANCE AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND

[]

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counterparty.



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TRAVEL ALLIANCE AGREEMENT

This Travel Alliance Agreement ("Agreement") is entered into as of the ___ day of _____, 20__ ("Effective Date") by and between the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. § 24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 1 Massachusetts Avenue, N.W., Washington, D.C. 20001 ("**Amtrak**"), and _____, a _____ organized under the laws of _____, with its principal office located at _____ ("**Company**").

Commented [JAM3]: Insert the legal name of the contract counterparty.

Commented [JAM4]: Insert the form of the contract counterparty (e.g., corporation).

Commented [JAM5]: Insert the state or country's laws under which the counterparty is organized.

Commented [JAM6]: Insert the address of the counterparty's principal place of business.

1. Background

- 1.1 Amtrak, which provides nationwide passenger rail services in the United States, seeks to increase its sales in certain markets ("Territory").
- 1.2 Company [_____]
- 1.3 Company and Amtrak desire to use Company's market knowledge and resources to market and sell select Amtrak products and services ("Amtrak Products") in the Territory.

Commented [JAM7]: Insert a description of the Company's business.

2. Company Services and Connectivity to Amtrak Web Services

- 2.1 Company shall provide the services ("Company Services") set forth in **Attachment 1 – Company Services** in accordance with all requirements and time frames contained therein. The markets that Amtrak seeks to target with Company are set forth in **Attachment 2 – Territory**. Amtrak reserves the right, in its sole discretion, to modify **Attachment 2 – Territory** at any time to (a) add any market in which Company conducts its business or (b) remove any market by providing written notice of the changes to Company.
- 2.2 Company will be an authorized, non-exclusive seller of the Amtrak Products listed in **Attachment 3 – Amtrak Products** in the Territory. Amtrak reserves the right, in its sole discretion, to revise **Attachment 3 – Amtrak Products** at any time to add or remove any Amtrak Product(s) by providing written notice of the changes to Company.
- 2.3 In order for Company's reservation system (the "System") to connect to Amtrak's ticket reservation and booking engine, *Arrow*, and *Arrow's* web-interface application, *Amtrak Web Services*, Company must develop an application to the System. Company shall develop and support the application at its own cost and expense.
- 2.4 Company shall, at no cost to Amtrak, develop, implement, support and maintain the System, which will connect to *Arrow* and *Amtrak Web Services*. Amtrak shall provide reasonable assistance and cooperation, at Amtrak's sole discretion, to Company in the development, implementation, support and maintenance of the System, as well as in the on-going connectivity of the System to Amtrak Web Services. The technical requirements for interfacing with Amtrak Web Services are set forth in **Attachment 4 – Amtrak Web Services Interface Specification**.

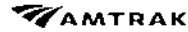


Amtrak reserves the right to revise **Attachment 4 – Amtrak Web Services Interface Specification** at any time by providing written notice to Company of such changes. In the event of any inconsistencies between **Attachment 4 – Amtrak Web Services Interface Specification** and **Attachment 3 – Amtrak Products** regarding authorized Amtrak Products, **Attachment 3 – Amtrak Products** controls.

- 2.5 During the term of this Agreement, Company shall ensure that the System complies with Amtrak Web Services Terms of Use, set forth in **Attachment 5 – Amtrak Web Services Terms of Use**. Amtrak reserves the right to revise **Attachment 5 – Amtrak Web Services Terms of Use** at any time by providing written notice to Company of such changes.
- 2.6 Company agrees to immediately notify its agents and subcontractors of any changes made by Amtrak pursuant to this Section and to modify the System as necessary to incorporate and reflect the changes made to the relevant attachment within thirty (30) days of receiving written notice of such changes, except for certain circumstances that require immediate change as determined by Amtrak. Company shall comply at all times with Amtrak's then current ticket booking procedures, which Amtrak will specify from time to time.
- 2.7 Amtrak reserves the right, in its sole discretion, to prohibit the distribution, sale or resale of any or all Amtrak Products to any Company customer, agent or subcontractor upon reasonable written notice to Company. Company shall modify the System as necessary to prohibit the offering of the specified Amtrak Product(s) to those Company customers, agents or subcontractors within five (5) days of receipt of such notice from Amtrak.
- 2.8 Company shall authorize Amtrak to access the System for the sole purpose of monitoring and ensuring compliance with this Agreement. Only Amtrak employees and contractors may access the System. Amtrak may not access the System to print tickets and will not be allocated ticket stock. Company may revoke Amtrak's access to the System upon termination of the Agreement or upon any default by Amtrak.
 - a) Company shall supply Amtrak with the necessary software required to access the System. Company shall provide such software components and documentation to Amtrak within a reasonable time after execution of this Amendment.
 - b) Company shall offer System training to Amtrak as reasonably necessary to ensure that Amtrak has at least one trained Amtrak employee operating the System.
 - c) Company shall provide Amtrak with System technical support through access to Company's technical support desk.

3. Payment and After Sales for Amtrak Products

- 3.1 At the time of booking a reservation for an Amtrak product sold pursuant to this Agreement, Company shall securely submit to Amtrak for payment a valid credit



card which must be included in Amtrak's list of acceptable credit cards as per **Attachment 6 - Payment Cards Accepted**. Amtrak may revise **Attachment 6 – Payment Cards Accepted** upon thirty (30) days written notice, except for certain circumstances that require immediate change as determined by Amtrak. The parties may agree by amendment to this Agreement to have payment made "on account" by which Amtrak shall invoice Company on a monthly basis for bookings made during the previous month and Company shall pay the invoice amount as specified by Amtrak.

- 3.2 Company shall provide adequate communication to ensure that its customers will have access to appropriate customer support including, without limitation, providing its employees, agents and subcontractors appropriate training and maintaining call center and sales staff at adequate levels. Company will be responsible for all Amtrak-related after sales customer service issues, including but not limited to customer complaints, ticket changes or refunds, as appropriate.

4. **Company Compensation**

Amtrak shall initially compensate Company as set forth in **Attachment 7 – Company Compensation**. This attachment will be subject to review on an annual basis.

Commented [JAM8]: Revise as necessary, especially if Amtrak will NOT be compensating Company.

5. **Advertising, Marketing and Promotion**

- 5.1 Company shall advertise, market and promote the sale of Amtrak Products pursuant to an annual marketing plan developed by Company and approved by Amtrak.
- 5.2 All advertising and promotional materials must contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by Amtrak.
- 5.3 To satisfactorily perform the duties and obligations set forth in this Agreement, Company may need to use certain service marks, trademarks, logos and trade names (collectively, "Marks") and copyrighted works owned by or licensed to Amtrak. Company agrees and acknowledges that its use of these Marks and copyrighted works exists pursuant to a royalty-free, nontransferable, nonexclusive license or sub-license. Company understands that it will not acquire any ownership interest in Amtrak's Marks or copyrighted works or have the right to use such Marks or copyrighted works other than for the sole purpose of performing its duties and obligations to Amtrak under this Agreement.
- 5.4 Company agrees to comply with all of Amtrak's instructions regarding the use of Marks and copyrighted works, including but not limited to the Amtrak Brand Guidelines. Company shall not use Amtrak's Marks or copyrighted works in any manner that does, threatens to or will likely diminish their value or harm the reputation of Amtrak.
- 5.5 Prior to publication, Amtrak will have the right to review and approve any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages or other communications or any other publicity published, distributed or displayed by Company or at its direction or



authorization which uses Amtrak's Marks, name(s) or trade names or which otherwise refers to Amtrak Products or this Agreement (collectively referred to as "Advertising Materials").

- 5.6 Company shall submit Advertising Materials to Amtrak's representative listed in **Attachment 8 - Contacts**, which may be changed at any time upon written notice, at least thirty (30) days in advance for Amtrak's written approval.
- 5.7 Notwithstanding Amtrak's written approval of any Advertising Materials, upon Amtrak's written request, Company shall employ commercially reasonable efforts to cease publishing, distributing and/or displaying any Advertising Material immediately or within such other period as requested by Amtrak.

6. Contract and Program Administration

Each party shall designate a Contract and Program Representative who shall handle all issues related to this Agreement. Each party shall designate a Technical Representative who shall address technical issues related to this Agreement. Current contacts will be listed in **Attachment 8 - Contacts**. Each party may change such representatives upon written notice to the other party.

7. Term and Termination

- 7.1 This Agreement shall commence on the Effective Date and continue until _____ ("Initial Term") unless terminated earlier pursuant to the terms herein; thereafter, either party may request to renew this Agreement for a successive twelve (12) month period (each, a "Renewal Term" and, together with the Initial Term, "Term") upon the other party's approval by providing notice to the other party within thirty (30) days prior to the end of the Term.
- 7.2 Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. In the event of an incurable breach, the other party may terminate this Agreement upon ten (10) days written notice to the breaching party.
- 7.3 Either party may terminate this Agreement immediately upon written notice, without providing opportunity to cure, upon the occurrence of any of the following:
 - a) the filing of any petition by or against the other party under any chapter of the Bankruptcy Code, or other insolvency or bankruptcy act enacted by a duly constituted legislative body of government;
 - b) a dissolution and winding up of the other party's business;
 - c) an occurrence of a general assignment for the benefit of creditors of the other party; or
 - d) an appointment of a receiver or trustee to take possession of all or substantially all of the assets of the other party.



- 7.4 Amtrak may terminate this Agreement immediately upon written notice, without providing Company the opportunity to cure, if:
- a) Company, its directors, officers, employees, or agents commits any fraudulent act or makes any fraudulent representation under this Agreement;
 - b) Company is terminated by its credit card processor or merchant bank;
 - c) Company sells all or a substantial part of its assets; or
 - d) Company is subject to a data breach and/or PCI-DSS violation as defined in **Section 11 – Security of Confidential Information**.
- 7.5 Amtrak may terminate this Agreement immediately upon written notice if there is any adverse publicity arising out of:
- a) an alleged or actual fraudulent act or statement by Company, its directors, officers or employees; or
 - b) a misrepresentation by Company, its directors, officers or employees and Company fails to remedy such adverse publicity to the satisfaction of Amtrak within ten (10) days of Amtrak's written notice to Company.
- 7.6 Amtrak may terminate this Agreement immediately upon written notice if Company's risk rating falls within the "High" risk category as defined below and Company fails to cure such rating deficiency within ninety (90) days of Amtrak's written notice of the High-risk rating. The risk rating is calculated as set forth below:
- a) A weight of sixty percent (60%) is assigned to the Credit Score Class indicated in the Dunn & Bradstreet Comprehensive Report
 - b) A weight of forty percent (40%) is assigned to the Financial Stress Class indicated in the Dunn & Bradstreet Comprehensive Report
 - c) A resulting score of above 3.5 is deemed "High" risk.

8. Reports

- 8.1 Company shall provide to Amtrak the reports and information, in such format specified in **Attachment 9 – Reports**.
- 8.2 Company shall provide such other information and reports as reasonably requested by Amtrak at any time in such manner as prescribed by Amtrak.

9. Letters of Credit

If payment is made "on account" as specified in Section 3.1 – Payment and After Sales for Amtrak Products above, Company shall, at its own expense, deliver to Amtrak an irrevocable letter of credit ("Letter of Credit") for the benefit of Amtrak as security for Company's proper performance under and compliance with this Agreement. This procedure will be detailed in a mutually agreed upon addendum to this Agreement.



10. Confidentiality

10.1 For purposes of this Agreement, "Confidential Information" means any of the following:

- a) information provided by or on behalf of either party (as the "Disclosing Party") to the other party (as the "Receiving Party") in connection with this Agreement, including any information collected or used to process payments for the Amtrak Products, including, without limitation, credit or debit cards or other payment or credit or debit card account information collected from or relating to customers or prospective customers ("Payment Related Information") belonging to a party to this Agreement and including information provided prior to the date hereof or the Effective Date;
- b) information about the Disclosing Party or its affiliates, or their respective business or employees, that the Receiving Party obtains in connection with this Agreement, in each case including, without limitation:
 - i. information concerning marketing plans, objectives and financial results;
 - ii. information regarding business systems, methods, processes, clients, financing data, programs and products;
 - iii. information unrelated to this Agreement obtained by the Receiving Party in connection with this Agreement, including, without limitation, by accessing or being present at the business location of the Disclosing Party;
 - iv. proprietary technical information, including trade secrets, source codes or other proprietary information of the Disclosing Party developed in connection with this Agreement; and
 - v. the terms and conditions of this Agreement.
- c) Without limiting the foregoing, Amtrak Confidential Information includes:
 - i. information relating to Amtrak customers or prospective customers created or obtained in connection with this Agreement or otherwise obtained from Amtrak or directly from Amtrak's customers or prospective customers, including the Payment Related Information of its customers, agents, and contractors,
 - ii. lists and data concerning Amtrak customers or prospective customers in the aggregate, and
 - iii. all information related to *Arrow* and the *Amtrak Web Services*.
- d) Without limiting the foregoing, Company Confidential Information includes the System, all information regarding Company's customers, including the



Payment Related Information of its customers, agents and subcontractors and Company's financial statements.

- 10.2 The Receiving Party shall maintain, dispose of and otherwise treat all Confidential Information of the Disclosing Party with the same degree of care as it accords its own Confidential Information, but in no event less than a reasonable degree of care.
- 10.3 The Receiving Party shall use and disclose Confidential Information only for the purpose of performing its obligations or enforcing its rights with respect to this Agreement or as otherwise expressly permitted by this Agreement, and shall not obtain, use or disclose Confidential Information for any other purpose. The Receiving Party shall, in accordance with the terms of this Agreement, limit access to Confidential Information to those employees, authorized agents, vendors, consultants, accountants, service providers who have a commercially reasonable need to access such Confidential Information in connection with this Agreement.
- 10.4 The Receiving Party agrees that any use or disclosure of Confidential Information other than that specifically permitted under this Agreement will cause immediate and irreparable harm to the Disclosing Party for which money damages might not constitute an adequate remedy. As a result, the Receiving Party agrees to the appropriateness of injunctive relief in addition to any other remedies the Disclosing Party may have under applicable laws.
- 10.5 Upon the termination or expiration of this Agreement, the Receiving Party shall comply with the Disclosing Party's instructions regarding the disposition of the Confidential Information, which may include return to the Disclosing Party of any and/or all of the Confidential Information (including any electronic or paper copies, reproductions, extracts or summaries thereof). The Receiving Party may retain one archived copy of such material, subject to the terms of this Agreement, which the Receiving Party may use solely for regulatory purposes and not for any other purpose. The Receiving Party shall certify such compliance in writing, including a certification that the Receiving Party has not kept any copies of Confidential Information except as necessary for regulatory purposes.
- 10.6 With respect to Amtrak Confidential Information, Company shall:
 - a) keep the Confidential Information confidential and secure in accordance with **Section 11 – Security of Confidential Information** of this Agreement and industry practices;
 - b) treat all Payment Related Information in accordance with the requirements of the Payment Card Industry (PCI) Security Standards;
 - c) implement and maintain commercially reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable authentication, access controls, virus protection and intrusion detection practices and procedures in accordance with **Section 11 – Security of Confidential Information** of this Agreement; and



- d) ensure that any person with access to the Confidential Information agrees in writing to follow the Confidentiality provisions of this Agreement (including but not limited to **Section 10 – Confidentiality** and **Section 11 – Security of Confidential Information**) and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential. Company shall not provide any Amtrak customer or prospective customer non-public personal information (as defined herein) to any third party without Amtrak's express written approval. Furthermore, Company must make such sharing agreement in writing and ensure that the third party has security processes and procedures adequate to comply with its obligations both thereunder and under applicable laws. "Non-public personal information" means (i) personally identifiable information, and (ii) any list, description, or other grouping of customers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.
- e) in the event of an information security breach by Company resulting in a suspected or actual breach of the security of the data of any Amtrak customer or prospective customer whose nonpublic personal information or Payment Related Information is or is reasonably believed to have been acquired by an unauthorized person or for unauthorized purposes, Company shall (a) consult with Amtrak regarding the appropriate response to each actual or suspected breach, (b) be responsible for complying with all applicable laws requiring notification to customers whose nonpublic personal information or Payment Related Information may be compromised or reasonably believed to be comprised due to a security breach, including mailing notice, if required, to the Amtrak customers or prospective customers at Company's sole expense and (c) obtain a new PCI-DSS certification. In addition, Company shall provide affected customers with one (1) year of complimentary access to credit monitoring services, credit protection services, credit fraud alerts, or similar services. Company shall consult with Amtrak regarding the content of any such notice and the service to be provided. In advance of mailing the notice, and as between the parties, Amtrak, at its election, shall make the final determination of the content of any such notice.

10.7 The restrictions on disclosure of Confidential Information in this **Section 10 – Confidentiality** shall not apply to information that:

- a) is already rightfully known to the Receiving Party, wholly apart from this Agreement as shown by the Receiving Party's written records, at the time it obtains Confidential Information from the Disclosing Party;
- b) at the time of the disclosure is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations;
- c) is lawfully received by the Receiving Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement;



- d) is contained in, or is capable of being discovered solely through examination of publicly available records or products;
- e) is required to be disclosed by applicable law, regulation, valid court order, government agency order, for law enforcement purposes, or by a self-regulatory body, provided that (i) if possible, the Receiving Party shall promptly notify the Disclosing Party of any such requirement prior to disclosure to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent or limit that disclosure, and (ii) Confidential Information of the Disclosing Party must only be disclosed to the extent required; or
- f) is developed by the Receiving Party without the use of any proprietary or non-public information provided by the Disclosing Party under this Agreement, as demonstrated by the written records of the Receiving Party.

11. Security of Confidential Information

- 11.1 Company shall at all times maintain physical, electronic, administrative and procedural security measures sufficient to protect all Confidential Information from both internal and external threats and sufficient to comply with all applicable local, state and federal laws and all applicable credit card association rules and regulations concerning the security of such data.
- 11.2 Company, its employees, agents and subcontractors shall at all times comply with the Payment Card Industry Data Security Standard (PCI-DSS) required by the credit card associations. Company must, at all times during the term of this Agreement, obtain, retain, and renew, as appropriate, its certification of compliance with the PCI-DSS. Company shall provide Amtrak with a copy of its current PCI-DSS certification and annual audits upon the Effective Date of this Agreement and on each anniversary date thereof for the duration of this Agreement.
- 11.3 Company shall maintain an adequate information security policy and provide Amtrak with a copy of the current policy upon the Effective Date of this Agreement. During the term of this Agreement, Company shall provide Amtrak timely updates and revisions thereto.
- 11.4 Company shall maintain and enforce safety and physical security procedures with respect to its access and maintenance and disposal of Confidential Information that:
 - a) meets or exceeds industry standards for the territories listed in **Attachment 2 - Territory**;
 - b) in the case of Payment Related Information, meets or exceeds PCI requirements for safety and physical security; and
 - c) provides appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Confidential Information under this Agreement.



Company shall take all commercially reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to access or modify its systems or the information found therein. Company shall regularly test its systems for potential areas where "hackers" and others could breach security, such testing to be conducted on at least a quarterly basis. Company agrees to advise Amtrak immediately by telephone and in writing via facsimile of any suspected security breach that may have compromised any Confidential Information, or of any suspected unauthorized misappropriation, disclosure or use by any person of the Confidential Information or Payment Related Information, which may come to Company's attention. Company shall take all steps and employ its best and most diligent efforts to remedy such breach of security or unauthorized access in a timely manner and to deliver to Amtrak a root cause assessment and future, incident-mitigation plan with regard to any breach of security or unauthorized access affecting Confidential Information or Payment Related Information.

- 11.5 Company must store all Confidential Information in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to these general standards, Company shall maintain an adequate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Company shall maintain an adequate level of data security controls, including, but not limited to, those set forth in **Attachment 10 – Data Security Controls**. Amtrak may revise the data security controls at any time upon written notice to Company, giving at least thirty (30) days advance notice when possible and/or practical.
- 11.6 Company shall maintain and implement disaster recovery and avoidance procedures and backup procedures as it relates to Confidential Information. During the term of this Agreement, Company shall provide Amtrak with an opportunity to review at Company's premises its current disaster recovery and avoidance plan and backup procedures and all updates thereto. Company shall review and update, as necessary, its disaster recovery and avoidance plan and backup procedures based on the respective recovery priority of each business unit. If Company performs any audit with regard to its disaster recovery and avoidance plan and backup procedures (e.g., ISO 9000), Company shall make the results of that audit available to Amtrak's information security director for on-site review. Amtrak may elect, at its option, to conduct onsite reviews of Company's facilities for, among other things, assessing disaster recovery preparedness and backup procedures.

12. Records and Audit

- 12.1 During the term of this Agreement and for a period of at least three (3) years thereafter, Company and its subcontractors shall keep and maintain complete and accurate books, records and accounts relating to this Agreement and shall conduct such internal audits reasonably required to verify continuing full compliance with the terms and conditions of this Agreement.



- 12.2 Amtrak reserves the right to inspect, copy and audit the records of Company and its agents and subcontractors ("Company's Records") in connection with all matters related to this Agreement. Company's Records shall include, but not be limited to: accounting records (hard copy and electronic); internal audit files; policies and procedures; cost and pricing data; subcontract, purchasing, and agreement files; correspondence; computations and projections; general ledger entries; and any other evidence sufficient to substantiate, in accordance with sound and generally accepted accounting principles and practices consistently applied, all direct and indirect charges, credits, or other financial transactions related in any way to this Agreement.
- 12.3 In addition, Amtrak will have the right to examine copy and audit Company's Records in order to evaluate and verify compliance of Company with governmental and legal requirements as well as all terms, conditions, and requirements of this Agreement.
- 12.4 Company's Records and systems that are used in connection with the sale of Amtrak Products will be made available to Amtrak or its representatives at all reasonable times. Amtrak may interview any of Company's employees, pursuant to the provisions of this Section, throughout the term of this Agreement and for three (3) years thereafter. Company shall provide adequate and appropriate workspace for Amtrak or its representatives to conduct audits in compliance with this Section. Company shall cooperate with all audit procedures, including, without limitation, the furnishing of a management representation letter upon request of the auditor.
- 12.5 Company shall promptly pay Amtrak the amount of any underpayment (and correct any other noncompliance) revealed by any such audit, and otherwise provide any restitution recommended by the results of the audit.
- 12.6 Company shall require all of its agents and subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in a written contract or agreement between Company and each of its agents and subcontractors.
- 12.7 This Section is not in derogation of any rights, obligations or responsibilities that Amtrak's Office of the Inspector General has under the Inspector Generals Act of 1978, as amended, including, without limitation, the right to seek information by subpoena.

13. Notices

Each party must provide any notice, request, demand or other communication required or permitted hereunder in writing and in reference to this Agreement. The following constitutes proper notice:

- a) personal delivery;
- b) delivery by registered or certified mail, return receipt requested and acknowledged, postage prepaid; or



- c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt.

Each party agrees to send all notices to the addresses set forth in **Attachment 8 – Contacts**, which either party may change by providing proper notice to the party hereunder.

14. Indemnification

14.1 Company (as the "Indemnifying Party") agrees to defend, indemnify and hold harmless Amtrak (as the "Indemnified Party") and its officers, directors, employees, agents, servants, successors, assigns and subsidiaries and their respective successors, assigns and personal representatives (collectively "Indemnified Parties"), from and against any claims, losses, liabilities, fines, penalties, actions, damages, costs and expenses whatsoever (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, have responsibility for or pay arising out of or related to:

- a) any act or failure to act by the Indemnifying Party and/or its directors, officers, employees, agents, subcontractors, servants, or any other person acting for or on behalf of the Indemnifying Party;
- b) the Indemnifying Party's breach of any term of this Agreement;
- c) any actual or claimed infringement or misappropriation of third-party intellectual property right(s) by the Indemnifying Party;
- d) the Indemnifying Party's breach of any contract, promise or undertaking with or to any third party and related to this Agreement.

Amtrak shall notify Company in writing within a reasonable time after notice of any such Claim.

14.2 Consistent with and in addition to **Section 14.1**, Company accepts sole liability for any failure of Company or any of Company's officers, directors, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Company to maintain the confidentiality of Payment Related Information. Company shall defend, indemnify and hold harmless Amtrak against any and all Claims brought against Amtrak related to Payment Related Information, including those resulting from the action or inaction of Company or any of its directors, officers, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Company.

14.3 The existence of any insurance policy procured or maintained by Company or any limitation on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor shall not limit the indemnification obligations under this Section.

15. Injunctive Relief



Each party acknowledges that the breach of any provision of **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; or **Section 11 – Security of Confidential Information** may cause irreparable injury to the other party, and agrees that the other party shall have the right to seek temporary, preliminary and permanent injunctive relief, without the necessity of proving actual damages or posting a bond, to prevent any such breach.

16. Performance Standards and Ability to Perform

- 16.1 Company represents and warrants that it shall perform its responsibilities under this Agreement with promptness and diligence and in a professional manner, in accordance with best practices and highest industry standards.
- 16.2 Company shall handle all customer inquiries and complaints in a prompt, courteous and diligent manner. Company shall cooperate with Amtrak to deal appropriately with any customer complaint.
- 16.3 Each party represents and warrants that it knows of no circumstances that would materially impede its ability to perform under this Agreement and shall promptly notify the other party in writing if it acquires knowledge of any circumstances that would materially impede its ability to perform under this Agreement. Without limiting the foregoing, Company represents and warrants that it shall immediately notify Amtrak of:
 - a) any change in its ownership or control; and/or
 - b) its involvement in any actual or threatened major litigation.
- 16.4 Neither party will be liable for any malfunction of System, Arrow, or Amtrak Web Services due to any incompatibility with either party's systems or due to either party's failure to adhere to the guidelines and system parameters under which System, Arrow, or Amtrak Web Services is installed.
- 16.5 EXCEPT AS OTHERWISE PROVIDED HEREIN, AMTRAK MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND AMTRAK HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT.
- 16.6 EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY OR ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, ITS "REPRESENTATIVES") SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF ANY SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE.



17. Certain Representations and Warranties

- 17.1 Each party represents and warrants to the other that it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- 17.2 Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and the requisite corporate action on the part of such party for the consummation of the transactions contemplated by this Agreement have occurred.
- 17.3 Company represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with all applicable local, state, federal and foreign laws, rules and regulations.
- 17.4 Company represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with the then current automated clearinghouse and bankcard association guidelines, rules, regulations and procedures applicable to its payment processing and other services, including, without limitation, the provisions of the Federal Reserve Board's regulations E and Z, the operating rules and operating guidelines of the National Automated Clearing House Association and the rules, regulations and procedures of all credit card associations and companies.
- 17.5 Company represents and warrants that it is not the subject of any litigation initiated by any credit card association or credit card processor with respect to its acceptance of credit card payments on behalf of itself or any other merchant. Company represents and warrants that no agreements, injunctions, restrictions or otherwise exist which may prohibit it from performing its obligations under this Agreement either by statute, rule, regulation, agreement or otherwise.
- 17.6 Company represents and warrants that its advertising, marketing and promotional materials, including Company websites, other web space that Company controls and the content and other information contained or referred to therein will not:
 - a) constitute libel, defamation, false or illegal advertising;
 - b) constitute an invasion of privacy or a violation of the rights to publicity of any third party;
 - c) infringe any patent, copyright or trademark;
 - d) contain, link or refer to any offensive or indecent information of any kind;
 - e) contain any information that could be deemed proprietary, except proprietary information owned by or licensed to Company for use therein or therewith (other than trade name(s), trademarks, service marks, or any comparable intellectual property rights); or
 - f) suggest or state that Company and Amtrak have any relationship as agents for one another, as partners, as joint venturers or similar relationship, except as expressly provided herein.



If Company becomes aware of any claim, allegation or notification that the foregoing warranties have been breached, Company shall promptly notify Amtrak.

18. Insurance

Commented [JAM9]: If the cumulative value of the contract exceeds \$10 million, this Section 18 must be revised by Amtrak Risk Management.

18.1 Company shall procure and maintain, at its own cost and expense, continuously during the term of this Agreement, and to the extent it carries any insurance on a "claims-made," "claims-reported," or "occurrences-reported" basis for three (3) years beyond the term of this Agreement, the types of insurance specified below:

a) Commercial General Liability Insurance. A policy issued to and covering liability imposed upon Company arising out of Company's premises or operations or the services to be performed and/or planned and those of any subcontractors or agents and all obligations assumed by Company under the terms of this Agreement. The policy must include products/completed operations liability, independent contractors liability, contractual liability, personal injury liability and advertising liability coverages. The policy must name National Railroad Passenger Corporation as an additional insured with respect to Company's premises, operations and services, and the policy shall contain a waiver of subrogation against National Railroad Passenger Corporation, its subsidiaries and their directors, officers, employees, and agents. Coverage under this policy, or policies, shall have a combined single limit of liability of (b)(4)

b) Professional Liability Insurance. A professional liability insurance policy covering liability imposed on Company for all errors or omissions committed by Company, its subcontractors, agents, or employees in the performance of services under this Agreement. Coverage under this policy shall have limits of liability of (b)(4) per claim and in the annual aggregate.

c) Claims-Made Insurance. If Company provides any insurance specified above on a "claims-made", or "occurrences-reported" basis, then in addition to the coverage requirements above, such policy shall provide that: (i) the retroactive date coincides with or precedes Company's start of Services (including subsequent policies purchased as renewals or replacements); (ii) the policy allows for the reporting of circumstances or incidents that might give rise to future claims; (iii) Company will employ its best efforts to maintain similar insurance for at least three (3) years following completion of the Services; and (iv) if insurance terminates for any reason, Company agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from performance of this Agreement.

d) Crime Insurance. Covering the loss of funds, remittances, vouchers or any other property belonging to Amtrak and caused by fraud, theft, dishonesty, and other wrongful acts by any Company employee, agent or subcontractor employee. Coverage under this policy will have a limit of liability of (b)(4)

(b)(4)



18.2 Company shall submit to Amtrak a certificate of insurance giving evidence of the required coverages prior to the Effective Date of this Agreement. Company shall continue to submit certificates of insurance during the term of this Agreement for those policies to which **Section 18 – Survival** applies, as often as needed to reflect any material changes in, or renewal or replacement of, the required coverages.

18.3 Company shall procure all insurance from insurers which: (a) Amtrak reasonably deems acceptable; (b) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the Effective Date of this Agreement, and subsequently in effect at the time of renewal of any policies required hereunder, and (c) agree to give Amtrak thirty (30) days advance written notice of cancellation, non-renewal, or material change in coverage.

19. Survival

The following provisions shall survive expiration or termination of this Agreement: **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; **Section 11 – Security of Confidential Information**; **Section 12 – Records and Audit**; **Section 13 – Notices**; **Section 14 - Indemnification**; **Section 18 – Insurance**; **Section 19 – Survival**; **Section 26 – Governing Law, Jurisdiction and Venue**; and any other provision reasonably understood to survive termination or expiration of this Agreement.

20. Assignment

Company shall not assign, delegate or otherwise transfer this Agreement or any right or obligation hereunder (whether by express transfer, operation of law or otherwise) without the prior written consent of Amtrak. Notwithstanding the foregoing, Company may delegate the performance of certain obligations to certain third party contractors, provided that Company gives Amtrak thirty (30) days written notice of the proposed delegation and Company controls the delivery of such obligations to Amtrak and remains responsible to Amtrak for the delivery of such obligations. Any attempted or purported assignment or other transfer not complying with the foregoing will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the parties.

21. Modifications

Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the authorized representatives of both parties.

22. Headings

The various section headings exist for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

23. Severability



Subject to **Section 26 – Governing Law, Jurisdiction and Venue**, if any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, such determination shall not affect, impair or invalidate any other provision hereof.

24. Construction

All parties drafted this Agreement and, in the event of a dispute, no party hereto may attempt to construe any provision against any other party by claiming that one particular party drafted it.

25. No Waiver

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement constitutes a waiver of such term, right or condition. No waiver or breach of any provision of this Agreement constitutes a waiver of any subsequent breach of the same or any other provision.

26. Governing Law, Jurisdiction and Venue

Each party agrees to execute and interpret this Agreement in accordance with and subject to the internal laws of the District of Columbia, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the District of Columbia. Each party agrees to commence any legal suit, action or proceeding arising out of or relating to this Agreement in the United States District Court for the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction and venue of such court in such suit, action or proceeding.

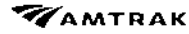
27. Compliance with Laws

Company, its directors, officers, employees, agents and subcontractors shall comply with all applicable local, state, federal and foreign laws, rules and regulations enacted by duly constituted governmental bodies. Company hereby agrees to notify Amtrak in writing within a reasonable time after receiving notice of any failure to or allegation of a failure to comply with the applicable laws. Company must defend, indemnify and hold harmless Amtrak from and against any loss, damage, expense or other harm or liability incurred or suffered by Amtrak due to any failure by Company, any of its directors, officers, employees, agents or subcontractors to comply with such laws, rules, or regulations.

28. Relationship of the Parties

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, agency or employment relationship between Amtrak and Company. Nothing contained herein or in any agreement between Company and any agent or subcontractor shall create (a) any contractual relationship between Amtrak and such agent or subcontractor or (b) any third-party beneficiary rights in any such agent or subcontractor. The terms agent, subcontractor and independent contractor as used throughout this Agreement do not include travel agents and tour operators.

29. Force Majeure



Except for the payment of monies due hereunder, and subject to **Section 7 – Term and Termination**, neither party has any responsibility or liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, acts of terrorism, war, and acts of civil and military authorities, provided that such party gives the other party prompt written notice of its failure to perform and the reason therefore and employs its reasonable efforts to limit the resulting delay in performance. If either party fails to perform any of its obligations under this Agreement due to a Force Majeure condition, as defined in this Section, for sixty (60) successive days, the other party has the right to terminate this Agreement immediately upon written notice.

30. Entire Agreement

This Agreement, and any attachments and exhibits thereto, contain the entire understanding of the parties with respect to the subject matter of this Agreement and merges and supersedes all prior and contemporaneous agreements and understandings between the parties, whether oral or written, with respect to the subject matter of this Agreement. All attachments are incorporated by reference and made a part of this Agreement.

31. Facsimile Signatures Acceptable

This Agreement may be executed by facsimile in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

[SIGNATURE

PAGE

FOLLOWS]



IN WITNESS WHEREOF, Amtrak and Company have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

NATIONAL RAILROAD PASSENGER CORPORATION

[_____]

Commented [JAM10]: Insert the full legal name of the Company.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



ATTACHMENT 1 – COMPANY SERVICES

Company shall provide Amtrak the following services:

Commented [JAM11]: List the services Company will provide and include specific requirements and time frames.



ATTACHMENT 2 – TERRITORY

Amtrak seeks to target the following markets with Company:

Commented [JAM12]: List the markets Amtrak would like to target with Company.



ATTACHMENT 3 – AMTRAK PRODUCTS

Company will be an authorized, non-exclusive seller of the following Amtrak Products in the Territory:

Commented [JAM13]: List the Amtrak Products that Company will be authorized to sell in the Territory.



ATTACHMENT 4 – AMTRAK WEB SERVICES INTERFACE SPECIFICATIONS

To interface with Amtrak Web Services, Company must satisfy the following technical requirements:

Commented [JAM14]: List and describe the technical requirements for interfacing with Amtrak Web Services.



ATTACHMENT 5 – AMTRAK WEB SERVICES TERMS OF USE

Company must ensure that its System complies with the following terms of use:

Commented [JAM15]: Insert Amtrak Web Services Terms of Use.



ATTACHMENT 6 – PAYMENT CARDS ACCEPTED

Company's valid credit card, which will be submitted to Amtrak for payment under this Agreement, must be one of the following acceptable credit cards:

Commented [JAM16]: List Amtrak's acceptable credit cards.



ATTACHMENT 7 – COMPENSATION

Commented [JAM17]: Describe how Amtrak will compensate Company, including the amounts.



ATTACHMENT 8 – CONTACTS

Any notices, reports, or other information required under this Agreement, should be sent to the following addresses:

If to Amtrak:

National Railroad Passenger Corporation

Attn: _____

Commented [JAM18]: Insert the appropriate Amtrak address.

Commented [JAM19]: Insert title and name of appropriate Amtrak officer.

If to Company:

Attn: _____

Commented [JAM20]: Insert full name and address of the Company.

Commented [JAM21]: Insert title and name of appropriate Company officer.



ATTACHMENT 9 – REPORTS

Company shall provide Amtrak the following reports and information in the format specified below:

Commented [JAM22]: List the reports that Company must provide and specify any formatting requirements.



ATTACHMENT 10 – DATA SECURITY

To keep the Confidential Information secure and confidential, Company shall:

Commented [JAM23]: List the required confidentiality standards and practices.

**AMENDMENT NO. 1 TO
GLOBAL SALES AND SERVICES AGREEMENT**

This Amendment No. 1 to Global Sales and Services Agreement ("Agreement"), dated April 1, 2014, between the National Railroad Passenger Corporation ("Amtrak"), a corporation organized under 49 U.S.C. § 24101 et seq. and the laws of the District of Columbia and SilverRail Technologies, Inc. ("SilverRail"), a corporation organized under the laws of the State of Washington, with its principal office located at 300 Trade Center, Ste 6700, Woburn, MA 01801 is effective as of April 1, 2018 ("Amendment Effective Date").

Whereas, Amtrak had entered into the Agreement with SilverRail Technologies, Inc.;

Whereas, the parties now desire to amend the Agreement.

Now Therefore, the parties agree to the following modifications to the Agreement.

1. All defined terms shall have the meaning set forth in the Agreement unless otherwise defined herein.
2. Section 7.1 (Term and Termination) is deleted and replaced with the following provision:

This Agreement shall commence on the Effective Date and continue until September 30, 2018.

3. In Attachment 7 (Compensation), the Transaction Fee is changed to (b)(4)

4. In Attachment 8 (Contracts), the contact for the Amtrak Contract and Program Representative is changed to: (b)(6)

(b)(6)

5. All other terms and conditions of the Agreement remain in full force and effect.

The parties have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the Amendment Effective Date.

National Railroad Passenger Corporation

SilverRail Technologies, Inc.

(b)(6)

**AMENDMENT NO. 1 TO
GLOBAL SALES AND SERVICES AGREEMENT**

This Amendment No. 1 to Global Sales and Services Agreement ("Agreement"), dated April 1, 2014, between the National Railroad Passenger Corporation ("Amtrak"), a corporation organized under 49 U.S.C. § 24101 et seq. and the laws of the District of Columbia and SilverRail Technologies, Inc. ("SilverRail"), a corporation organized under the laws of the State of Washington, with its principal office located at 300 Trade Center, Ste 6700, Woburn, MA 01801 is effective as of April 1, 2018 ("Amendment Effective Date").

Whereas, Amtrak had entered into the Agreement with SilverRail Technologies, Inc.;

Whereas, the parties now desire to amend the Agreement.

Now Therefore, the parties agree to the following modifications to the Agreement.

1. All defined terms shall have the meaning set forth in the Agreement unless otherwise defined herein.
2. Section 7.1 (Term and Termination) is deleted and replaced with the following provision:

This Agreement shall commence on the Effective Date and continue until September 30, 2018.

3. In Attachment 7 (Compensation), the Transaction Fee is changed to (b)(6)
4. In Attachment 8 (Contracts), the contact for the Amtrak Contract and Program Representative is changed to (b)(6) (b)(6) National Railroad Passenger Corporation, 10 G Street, NE, Washington, DC 20002. The contact for SilverRail is: (b)(6) SilverRail Technologies, Inc., 300 Trade Center, Woburn, MA 01801.
5. All other terms and conditions of the Agreement remain in full force and effect.

The parties have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the Amendment Effective Date.

National Railroad Passenger Corporation

SilverRail Technologies, Inc.

(b)(6)	
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AMENDMENT NO. 2 TO AGREEMENT

This Second Amendment ("Amendment") is made as of July 17, 2018 to the Global Sales and Services Agreement effective as of April 1, 2014 ("Agreement") by and between National Railroad Passenger Corporation ("Amtrak") and SilverRail Technologies, Inc. ("SilverRail"). Amtrak and SilverRail are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS, Amtrak and SilverRail wish to amend certain terms and conditions of the Agreement, and Amtrak and SilverRail consent to and approve the amendment of the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** The Effective Date of this Amendment shall be October 1, 2018.
2. **Term.** The original term of the Agreement, defined in Section 7.1 of the Agreement and extended by Amendment No. 1 to the Agreement, is extended for an additional 1 year beginning on October 1, 2018 and ending on September 30, 2019.
3. **Compensation.** Attachment 7 – Compensation, is deleted in its entirety.

Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

NATIONAL RAILROAD PASSENGER CORPORATION
(b)(6)

SILVERRAILTECHNOLOGIES Inc.
(b)(6)

DISTRIBUTION SERVICES AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
RAILKEY TECHNOLOGY SOLUTIONS, LLC

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DISTRIBUTION SERVICES AGREEMENT

This Distribution Services Agreement ("**Agreement**") is entered into as of the 1st day of August, 2014 ("**Effective Date**") by and between the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. § 24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("**Amtrak**"), and Railkey Technology, LLC a Company organized under the laws of Massachusetts, with its principal office located at 15 Hancock Ave Newton, MA 02459 ("**Company**").

1. Background

- 1.1 Amtrak, which provides nationwide passenger rail services in the United States, seeks to increase its sales in certain markets ("**Territory**").
- 1.2 Railkey is in the business of providing travel booking distribution solutions. Railkey's travel booking distribution solutions enable its clients to (a) obtain travel information and book travel from their systems and/or (b) provide to clients' customers the ability to obtain travel information and book travel from the customers' reservation systems by connecting to the reservation systems of travel providers. Railkey's clients may include corporate travel offices, travel agents, tour operators, and reservation systems operators. Railkey's travel distribution solutions are referred to herein as "**Distribution Products**."
- 1.3 Railkey and Amtrak desire to use Railkey's Distribution Products for the sale of Amtrak's products and services ("**Amtrak Products**").

2. Company Services and Connectivity to Amtrak Web Services

- 2.1 Railkey shall provide the services ("**Company Services**") set forth in **Attachment 1 – Company Services** in accordance with all requirements and time frames contained therein. The markets that Amtrak seeks to target with Railkey are set forth in **Attachment 2 – Territory**. Amtrak reserves the right, in its sole discretion, to modify **Attachment 2 – Territory** at any time to (a) add any market in which Railkey conducts its business or (b) remove any market by providing written notice of the changes to Railkey. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 2 – Territory** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification.
- 2.2 Railkey will be an authorized, non-exclusive seller of the Amtrak Products listed in **Attachment 3 – Amtrak Products** in the Territory. Amtrak reserves the right, in its sole discretion, to revise **Attachment 3 – Amtrak Products** at any time to add or remove any Amtrak Product(s) by providing written notice of the changes to Railkey. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 3 – Amtrak Products** within ninety (90) days of receiving written notice of such changes. If a longer time

period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification.

- 2.3 In order for Railkey's reservation system (the "**System**") to connect to Amtrak's ticket reservation and booking engine, *Arrow*, and *Arrow's* web-interface application, *Amtrak Web Services*, Railkey must develop a connection to the System. Railkey shall develop and support the connection at its own cost and expense.
- 2.4 Connectivity to *Arrow* through Amtrak Web Services may be through (a) a **Managed Access Channel** or (b) an **Unmanaged Access Channel** with different security requirements. The Managed Access Channel is available to Railkey only if it has in place system administration controls that (a) limit access solely to Railkey's authorized travel managers and/or employees and (b) validates authorized users identity and access rights.
- 2.5 Railkey shall, at no cost to Amtrak, develop, implement, support and maintain the System, which will connect to *Arrow* and *Amtrak Web Services*. Amtrak shall provide reasonable assistance and cooperation, at Amtrak's sole discretion, to Railkey in the development, implementation, support and maintenance of the System, as well as in the on-going connectivity of the System to Amtrak Web Services. The technical requirements for interfacing with Amtrak Web Services are set forth in **Attachment 4 – Amtrak Web Services Interface Specification**. Amtrak reserves the right to revise **Attachment 4 – Amtrak Web Services Interface Specification** at any time by providing written notice to Railkey of such changes. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 4 – Amtrak Web Services Interface Specification** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification. In the event of any inconsistencies between **Attachment 4 – Amtrak Web Services Interface Specification** and **Attachment 3 – Amtrak Products** regarding authorized Amtrak Products, **Attachment 3 – Amtrak Products** controls.
- 2.6 During the term of this Agreement, Railkey shall ensure that the System complies with Amtrak Web Services Terms of Use, set forth in **Attachment 5 – Amtrak Web Services Terms of Use**. Amtrak reserves the right to revise **Attachment 5 – Amtrak Web Services Terms of Use** at any time by providing written notice to Railkey of such changes. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 5 – Amtrak Web Services Terms of Use** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification.
- 2.7 Railkey agrees to immediately notify its agents and subcontractors of any changes made by Amtrak pursuant to this Section and to modify the System as necessary to incorporate and reflect the changes made to the relevant attachment within ninety (90) days of receiving written notice of such changes, except for certain circumstances that would reasonable require immediate

change as determined by Amtrak. If a longer time period is necessitated to modify the interface, the parties shall use good faith efforts to agree upon the time period for such modification. Railkey shall comply at all times with Amtrak's then current ticket booking procedures, which Amtrak will specify from time to time. Amtrak shall strive to provide Railkey with thirty (30) days advance notice of any change to the ticket booking procedures.

- 2.8 Amtrak reserves the right, in its sole discretion, to prohibit the distribution, sale or resale of any or all Amtrak Products to any Railkey customer, agent or subcontractor upon reasonable written notice to Railkey. Railkey shall modify the System as necessary to prohibit the offering of the specified Amtrak Product(s) to those Railkey customers, agents or subcontractors within five (5) days of receipt of such notice from Amtrak.
- 2.9 Railkey shall authorize Amtrak to access the System for the sole purpose of monitoring and ensuring compliance with this Agreement. Only Amtrak employees and contractors may access the System. Amtrak may not access the System to print tickets and will not be allocated ticket stock. Railkey may revoke Amtrak's access to the System upon termination of the Agreement or upon any default by Amtrak.
- a) Railkey shall supply Amtrak with the necessary software required to access the System. Railkey shall provide such software components and documentation to Amtrak within a reasonable time after execution of this Agreement.
 - b) Railkey shall offer System training to Amtrak as reasonably necessary to ensure that Amtrak has at least one trained Amtrak employee operating the System.
 - c) Railkey shall provide Amtrak with System technical support through access to Railkey's technical support desk.

3. Payment and After Sales Support for Amtrak Products

- 3.1 At the time of booking a reservation for an Amtrak product sold pursuant to this Agreement, Railkey shall securely submit to Amtrak for payment a valid credit card which must be included in Amtrak's list of acceptable credit cards as per **Attachment 6 - Payment Cards Accepted**. Amtrak may revise **Attachment 6 – Payment Cards Accepted** upon thirty (30) days written notice, except for certain circumstances that require immediate change as determined by Amtrak. The parties may agree by amendment to this Agreement to have payment made "on account" by which Amtrak shall invoice Railkey on a monthly basis for bookings made during the previous month and Railkey shall pay the invoice amount as specified by Amtrak.
- 3.3 If connectivity to Arrow through Amtrak Web Services is through an Unmanaged Access Channel, Railkey must include a credit card CVV / CID number and a billing postal code for each payment transaction.

- 3.4 Railkey shall provide adequate communication to ensure that its customers will have access to appropriate customer support including, without limitation, providing its employees, agents and subcontractors appropriate training and maintaining call center and sales staff at adequate levels. Railkey will be responsible for all Amtrak-related after sales customer service issues, including but not limited to customer complaints, ticket changes or refunds, as appropriate.

4. **Company Compensation**

Amtrak shall initially compensate Railkey as set forth in **Attachment 7 – Company Compensation**. This attachment will be subject to review on an annual basis.

5. **Advertising, Marketing and Promotion**

- 5.1 Railkey shall advertise, market and promote the sale of Amtrak Products pursuant to an annual marketing plan developed by Railkey and approved by Amtrak.
- 5.2 All advertising and promotional materials must contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by Amtrak.
- 5.3 To satisfactorily perform the duties and obligations set forth in this Agreement, Railkey may need to use certain service marks, trademarks, logos and trade names (collectively, "Marks") and copyrighted works owned by or licensed to Amtrak. Railkey agrees and acknowledges that its use of these Marks and copyrighted works exists pursuant to a royalty-free, nontransferable, nonexclusive license or sub-license. Railkey understands that it will not acquire any ownership interest in Amtrak's Marks or copyrighted works or have the right to use such Marks or copyrighted works other than for the sole purpose of performing its duties and obligations to Amtrak under this Agreement.
- 5.4 Railkey agrees to comply with all of Amtrak's instructions regarding the use of Marks and copyrighted works, including but not limited to the Amtrak Brand Guidelines. Railkey shall not use Amtrak's Marks or copyrighted works in any manner that does, threatens to or will likely diminish their value or harm the reputation of Amtrak.
- 5.5 Prior to publication, Amtrak will have the right to review and approve any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages or other communications or any other publicity published, distributed or displayed by Railkey or at its direction or authorization which uses Amtrak's Marks, name(s) or trade names or which otherwise refers to Amtrak Products or this Agreement (collectively referred to as "Advertising Materials").
- 5.6 Railkey shall submit Advertising Materials to Amtrak's representative listed in **Attachment 8 - Contacts**, which may be changed at any time upon written notice, at least thirty (30) days in advance for Amtrak's written approval.

- 5.7 Notwithstanding Amtrak's written approval of any Advertising Materials, upon Amtrak's written request, Railkey shall employ commercially reasonable efforts to cease publishing, distributing and/or displaying any Advertising Material immediately or within such other period as requested by Amtrak.

6. Contract and Program Administration

Each party shall designate a Contract and Program Representative who shall handle all issues related to this Agreement. Each party shall designate a Technical Representative who shall address technical issues related to this Agreement. Current contacts will be listed in **Attachment 8 - Contacts**. Each party may change such representatives upon written notice to the other party.

7. Term and Termination

- 7.1 This Agreement shall commence on the Effective Date and continue until three (3) years ("Initial Term") unless terminated earlier pursuant to the terms herein; thereafter, either party may request to renew this Agreement for a successive twelve (12) month period (each, a "Renewal Term" and, together with the Initial Term, "Term") upon the other party's approval by providing notice to the other party within thirty (30) days prior to the end of the Term.
- 7.2 Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. In the event of an incurable breach the other party may terminate this Agreement upon ten (10) days written notice to the breaching party.
- 7.3 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, either party may terminate this Agreement immediately upon written notice, without providing opportunity to cure, upon the occurrence of any of the following:
- a) the filing of any petition by or against the other party under any chapter of the Bankruptcy Code, or other insolvency or bankruptcy act enacted by a duly constituted legislative body of government;
 - b) a dissolution and winding up of the other party's business;
 - c) an occurrence of a general assignment for the benefit of creditors of the other party; or
 - d) an appointment of a receiver or trustee to take possession of all or substantially all of the assets of the other party.
- 7.4 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice, without providing Railkey the opportunity to cure, if:
- a) Railkey, its directors, officers, employees, or agents commits any fraudulent act or makes any fraudulent representation under this Agreement;

- b) Railkey is terminated by its credit card processor or merchant bank;
- c) Railkey sells all or a substantial part of its assets; or
- d) Railkey is subject to a data breach and/or PCI-DSS violation as defined in **Section 11 – Security of Confidential Information**.

7.5 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice if there is any adverse publicity arising out of:

- a) an alleged or actual fraudulent act or statement by Railkey, its directors, officers or employees; or
- b) a misrepresentation by Railkey, its directors, officers or employees and Railkey fails to remedy such adverse publicity to the satisfaction of Amtrak within ten (10) days of Amtrak's written notice to Railkey.

7.6 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice if Railkey's risk rating falls within the "High" risk category as defined below and Railkey fails to cure such rating deficiency within ninety (90) days of Amtrak's written notice of the High-risk rating. The risk rating is calculated as set forth below:

- a) A weight of sixty percent (60%) is assigned to the Credit Score Class indicated in the Dunn & Bradstreet Comprehensive Report
- b) A weight of forty percent (40%) is assigned to the Financial Stress Class indicated in the Dunn & Bradstreet Comprehensive Report
- c) A resulting score of above 3.5 is deemed "High" risk.

8. Reports

8.1 Railkey shall provide to Amtrak the reports and information, in such format specified in **Attachment 9 – Reports**.

8.2 Railkey shall provide such other information and reports as reasonably requested by Amtrak at any time in such manner as prescribed by Amtrak.

9. Letters of Credit

If payment is made "on account" as specified in Section 3.1 – Payment and After Sales for Amtrak Products above, Railkey shall, at its own expense, deliver to Amtrak an irrevocable letter of credit ("Letter of Credit") for the benefit of Amtrak as security for Railkey's proper performance under and compliance with this Agreement. This procedure will be detailed in a mutually agreed upon addendum to this Agreement.

10. Confidentiality

- 10.1 For purposes of this Agreement, "**Confidential Information**" means any of the following:
- a) information provided by or on behalf of either party (as the "**Disclosing Party**") to the other party (as the "**Receiving Party**") in connection with this Agreement, including any information collected or used to process payments for the Amtrak Products, including, without limitation, credit or debit cards or other payment or credit or debit card account information collected from or relating to customers or prospective customers ("Payment Related Information") belonging to a party to this Agreement and including information provided prior to the date hereof or the Effective Date;
 - b) information about the Disclosing Party or its affiliates, or their respective business or employees, that the Receiving Party obtains in connection with this Agreement, in each case including, without limitation:
 - i. information concerning marketing plans, objectives and financial results;
 - ii. information regarding business systems, methods, processes, clients, financing data, programs and products;
 - iii. information unrelated to this Agreement obtained by the Receiving Party in connection with this Agreement, including, without limitation, by accessing or being present at the business location of the Disclosing Party;
 - iv. proprietary technical information, including trade secrets, source codes or other proprietary information of the Disclosing Party developed in connection with this Agreement; and
 - v. the terms and conditions of this Agreement.
 - c) Without limiting the foregoing, Amtrak Confidential Information includes:
 - i. information relating to Amtrak customers or prospective customers created or obtained in connection with this Agreement or otherwise obtained from Amtrak or directly from Amtrak's customers or prospective customers, including the Payment Related Information of its customers, agents, and contractors,
 - ii. lists and data concerning Amtrak customers or prospective customers in the aggregate, and
 - iii. all information related to *Arrow* and the *Amtrak Web Services*.
 - d) Without limiting the foregoing, Railkey Confidential Information includes the System, all information regarding Railkey's customers, including the Payment Related Information of its customers, agents and subcontractors and Railkey's financial statements.

- 10.2 The Receiving Party shall maintain, dispose of and otherwise treat all Confidential Information of the Disclosing Party with the same degree of care as it accords its own Confidential Information, but in no event less than a reasonable degree of care.
- 10.3 The Receiving Party shall use and disclose Confidential Information only for the purpose of performing its obligations or enforcing its rights with respect to this Agreement or as otherwise expressly permitted by this Agreement, and shall not obtain, use or disclose Confidential Information for any other purpose. The Receiving Party shall, in accordance with the terms of this Agreement, limit access to Confidential Information to those employees, authorized agents, vendors, consultants, accountants, service providers who have a commercially reasonable need to access such Confidential Information in connection with this Agreement.
- 10.4 The Receiving Party agrees that any use or disclosure of Confidential Information other than that specifically permitted under this Agreement will cause immediate and irreparable harm to the Disclosing Party for which money damages might not constitute an adequate remedy. As a result, the Receiving Party agrees to the appropriateness of injunctive relief in addition to any other remedies the Disclosing Party may have under applicable laws.
- 10.5 Upon the termination or expiration of this Agreement, the Receiving Party shall comply with the Disclosing Party's instructions regarding the disposition of the Confidential Information, which may include return to the Disclosing Party of any and/or all of the Confidential Information (including any electronic or paper copies, reproductions, extracts or summaries thereof). The Receiving Party may retain one archived copy of such material, subject to the terms of this Agreement, which the Receiving Party may use solely for regulatory purposes and not for any other purpose. The Receiving Party shall certify such compliance in writing, including a certification that the Receiving Party has not kept any copies of Confidential Information except as necessary for regulatory purposes.
- 10.6 With respect to Amtrak Confidential Information, Railkey shall:
- a) keep the Confidential Information confidential and secure in accordance with **Section 11 – Security of Confidential Information** of this Agreement and industry practices;
 - b) treat all Payment Related Information in accordance with the requirements of the Payment Card Industry (PCI) Security Standards;
 - c) implement and maintain commercially reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable authentication, access controls, virus protection and intrusion detection practices and procedures in accordance with **Section 11 – Security of Confidential Information** of this Agreement; and
 - d) ensure that any person with access to the Confidential Information agrees in writing to follow the Confidentiality provisions of this Agreement (including but not limited to **Section 10 – Confidentiality** and **Section 11 – Security of**

Confidential Information) and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential. Railkey shall not provide any Amtrak customer or prospective customer Non-Public Personal Information (as defined herein) to any third party without Amtrak's express written approval. Furthermore, Railkey must make such sharing agreement in writing and ensure that the third party has security processes and procedures adequate to comply with its obligations both thereunder and under applicable laws. "Non-Public Personal Information" means (i) personally identifiable information, and/or (ii) any list, description, or other grouping of customers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.

- e) Without limiting the foregoing, in the event of an information security breach by Railkey resulting in a suspected or actual breach of the security of the data of any Amtrak customer or prospective customer whose nonpublic personal information or Payment Related Information is or is reasonably believed to have been acquired by an unauthorized person or for unauthorized purposes, Railkey shall (a) consult with Amtrak regarding the appropriate response to each actual or suspected breach, (b) be responsible for complying with all applicable laws requiring notification to customers whose nonpublic personal information or Payment Related Information may be compromised or reasonably believed to be comprised due to a security breach, including mailing notice, if required, to the Amtrak customers or prospective customers at Railkey's sole expense and (c) obtain a new PCI-DSS certification. In addition, Railkey shall provide affected customers with one (1) year of complimentary access to credit monitoring services, credit protection services, credit fraud alerts, or similar services. Railkey shall consult with Amtrak regarding the content of any such notice and the service to be provided. In advance of mailing the notice, and as between the parties, Amtrak, at its election, shall make the final determination of the content of any such notice.

10.7 The restrictions on disclosure of Confidential Information in this **Section 10 – Confidentiality** shall not apply to information that:

- a) is already rightfully known to the Receiving Party, wholly apart from this Agreement as shown by the Receiving Party's written records, at the time it obtains Confidential Information from the Disclosing Party;
- b) at the time of the disclosure is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations;
- c) is lawfully received by the Receiving Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement;
- d) is contained in, or is capable of being discovered solely through examination of publicly available records or products;

22. Headings

The various section headings exist for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

23. Severability

Subject to **Section 26 – Governing Law, Jurisdiction and Venue**, if any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, such determination shall not affect, impair or invalidate any other provision hereof.

24. Construction

All parties drafted this Agreement and, in the event of a dispute, no party hereto may attempt to construe any provision against any other party by claiming that one particular party drafted it.

25. No Waiver

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement constitutes a waiver of such term, right or condition. No waiver or breach of any provision of this Agreement constitutes a waiver of any subsequent breach of the same or any other provision.

26. Governing Law, Jurisdiction and Venue

Each party agrees to execute and interpret this Agreement in accordance with and subject to the internal laws of the District of Columbia, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the District of Columbia. Each party agrees to commence any legal suit, action or proceeding arising out of or relating to this Agreement in the United States District Court for the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction and venue of such court in such suit, action or proceeding.

27. Compliance with Laws

Railkey, its directors, officers, employees, agents and subcontractors shall comply with all applicable local, state, federal and foreign laws, rules and regulations enacted by duly constituted governmental bodies. Railkey hereby agrees to notify Amtrak in writing within a reasonable time after receiving notice of any failure to or allegation of a failure to comply with the applicable laws. Railkey must defend, indemnify and hold harmless Amtrak from and against any loss, damage, expense or other harm or liability incurred or suffered by Amtrak due to any failure by Railkey, any of its directors, officers, employees, agents or subcontractors to comply with such laws, rules, or regulations.

28. Relationship of the Parties

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, agency or employment relationship between Amtrak and Railkey. Nothing contained herein or in any agreement between Railkey and any agent or subcontractor shall create (a) any contractual relationship

between Amtrak and such agent or subcontractor or (b) any third-party beneficiary rights in any such agent or subcontractor. The terms agent, subcontractor and independent contractor as used throughout this Agreement do not include travel agents and tour operators.

29. Force Majeure

Except for the payment of monies due hereunder, and subject to **Section 7 – Term and Termination**, neither party has any responsibility or liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, acts of terrorism, war, and acts of civil and military authorities, provided that such party gives the other party prompt written notice of its failure to perform and the reason therefore and employs its reasonable efforts to limit the resulting delay in performance. If either party fails to perform any of its obligations under this Agreement due to a Force Majeure condition, as defined in this Section, for sixty (60) successive days, the other party has the right to terminate this Agreement immediately upon written notice.

30. Entire Agreement

This Agreement, and any attachments and exhibits thereto, contain the entire understanding of the parties with respect to the subject matter of this Agreement and merges and supersedes all prior and contemporaneous agreements and understandings between the parties, whether oral or written, with respect to the subject matter of this Agreement. All attachments are incorporated by reference and made a part of this Agreement.

31. Facsimile Signatures Acceptable

This Agreement may be executed by facsimile in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, Amtrak and Railkey have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

NATIONAL RAILROAD PASSENGER CORPORATION

Railkey Technology, LLC

(b)(6)

purchase an extended reporting provision of at least three (3) years to report claims arising from performance of this Agreement.

- d) Crime Insurance. Covering the loss of funds, remittances, vouchers or any other property belonging to Amtrak and caused by fraud, theft, dishonesty, and other wrongful acts by any Railkey employee, agent or subcontractor employee. Coverage under this policy will have a limit of liability of at least

(b)(4)

18.2 Railkey shall submit to Amtrak a certificate of insurance giving evidence of the required coverages prior to the Effective Date of this Agreement. Railkey shall continue to submit certificates of insurance during the term of this Agreement for those policies to which **Section 18 – Survival** applies, as often as needed to reflect any material changes in, or renewal or replacement of, the required coverages.

18.3 Railkey shall procure all insurance from insurers which: (a) Amtrak reasonably deems acceptable; (b) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the Effective Date of this Agreement, and subsequently in effect at the time of renewal of any policies required hereunder, and (c) agree to give Amtrak thirty (30) days advance written notice of cancellation, non-renewal, or material change in coverage.

19. Survival

The following provisions shall survive expiration or termination of this Agreement: **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; **Section 11 – Security of Confidential Information**; **Section 12 – Records and Audit**; **Section 13 – Notices**; **Section 14 - Indemnification**; **Section 18 – Insurance**; **Section 19 – Survival**; **Section 26 – Governing Law, Jurisdiction and Venue**; and any other provision reasonably understood to survive termination or expiration of this Agreement.

20. Assignment

Railkey shall not assign, delegate or otherwise transfer this Agreement or any right or obligation hereunder (whether by express transfer, operation of law or otherwise) without the prior written consent of Amtrak. Notwithstanding the foregoing, Railkey may delegate the performance of certain obligations to certain third party contractors, provided that Railkey gives Amtrak thirty (30) days written notice of the proposed delegation and Railkey controls the delivery of such obligations to Amtrak and remains responsible to Amtrak for the delivery of such obligations. Any attempted or purported assignment or other transfer not complying with the foregoing will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the parties.

21. Modifications

Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the authorized representatives of both parties.

18.1 Railkey shall procure and maintain, at its own cost and expense, continuously during the term of this Agreement, and to the extent it carries any insurance on a "claims-made," "claims-reported," or "occurrences-reported" basis for three (3) years beyond the term of this Agreement, the types of insurance specified below:

- a) Commercial General Liability Insurance. A policy issued to and covering liability imposed upon Railkey arising out of Railkey's premises or operations or the services to be performed and/or planned and those of any subcontractors or agents and all obligations assumed by Railkey under the terms of this Agreement. The policy must include products/completed operations liability, independent contractors liability, contractual liability, personal injury liability and advertising liability coverages. The policy must name National Railroad Passenger Corporation as an additional insured with respect to Railkey's premises, operations and services, and the policy shall contain a waiver of subrogation against National Railroad Passenger Corporation, its subsidiaries and their directors, officers, employees, and agents. Coverage under this policy, or policies, shall have a combined single limit of liability of (b)(4)
- b) Errors and Omissions/Professional Liability Insurance. Contractor shall maintain an errors and omissions/professional liability insurance policy covering liability imposed on Contractor for all acts, errors, omissions, negligence, infringement of intellectual property and network risks committed by Contractor, its agents, or employees in its and/or their performance or non-performance under this Agreement. Network risks includes coverage for the perils of unauthorized network access, failure of security, and breach of privacy, as well as the cost of notification of persons whose information may have been breached and the payment for the defense of, and judgments, settlements, fines or penalties that result from, regulatory violations. Such insurance shall include an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of its or their action or inaction under this Agreement or an error or omission in the content/information provided. Coverage under this policy shall have limits of liability of no (b)(4) and in the annual aggregate. Such insurance shall be maintained in force at all times during the term of this Agreement and for a period of three (3) years thereafter following the date of termination of this Agreement. This insurance shall name National Railroad Passenger Corporation as an additional insured for the Contractor's wrongful acts under this Contract and coverage shall include a waiver of subrogation against National Railroad Passenger Corporation.
- c) Claims-Made Insurance. If Railkey provides any insurance specified above on a "claims-made", or "occurrences-reported" basis, then in addition to the coverage requirements above, such policy shall provide that: (i) the retroactive date coincides with or precedes Railkey's start of Services (including subsequent policies purchased as renewals or replacements); (ii) the policy allows for the reporting of circumstances or incidents that might give rise to future claims; (iii) Railkey will employ its best efforts to maintain similar insurance for at least three (3) years following completion of the Services; and (iv) if insurance terminates for any reason, Railkey agrees to

- 17.1 Each party represents and warrants to the other that it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- 17.2 Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and the requisite corporate action on the part of such party for the consummation of the transactions contemplated by this Agreement have occurred.
- 17.3 Railkey represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with all applicable local, state, federal and foreign laws, rules and regulations.
- 17.4 Railkey represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with the then current automated clearinghouse and bankcard association guidelines, rules, regulations and procedures applicable to its payment processing and other services, including, without limitation, the provisions of the Federal Reserve Board's regulations E and Z, the operating rules and operating guidelines of the National Automated Clearing House Association and the rules, regulations and procedures of all credit card associations and companies.
- 17.5 Railkey represents and warrants that it is not the subject of any litigation initiated by any credit card association or credit card processor with respect to its acceptance of credit card payments on behalf of itself or any other merchant. Railkey represents and warrants that no agreements, injunctions, restrictions or otherwise exist which may prohibit it from performing its obligations under this Agreement either by statute, rule, regulation, agreement or otherwise.
- 17.6 Railkey represents and warrants that its advertising, marketing and promotional materials, including Railkey websites, other web space that Railkey controls and the content and other information contained or referred to therein will not:
- a) constitute libel, defamation, false or illegal advertising;
 - b) constitute an invasion of privacy or a violation of the rights to publicity of any third party;
 - c) infringe any patent, copyright or trademark;
 - d) contain, link or refer to any offensive or indecent information of any kind;
 - e) contain any information that could be deemed proprietary, except proprietary information owned by or licensed to Railkey for use therein or therewith (other than trade name(s), trademarks, service marks, or any comparable intellectual property rights); or
 - f) suggest or state that Railkey and Amtrak have any relationship as agents for one another, as partners, as joint venturers or similar relationship, except as expressly provided herein.

If Railkey becomes aware of any claim, allegation or notification that the foregoing warranties have been breached, Railkey shall promptly notify Amtrak.

18. Insurance

preliminary and permanent injunctive relief, without the necessity of proving actual damages or posting a bond, to prevent any such breach.

16. Performance Standards and Ability to Perform

- 16.1 Railkey represents and warrants that it shall perform its responsibilities under this Agreement with promptness and diligence and in a professional manner, in accordance with best practices and highest industry standards.
- 16.2 Railkey shall handle all customer inquiries and complaints in a prompt, courteous and diligent manner. Railkey shall cooperate with Amtrak to deal appropriately with any customer complaint.
- 16.3 Each party represents and warrants that it knows of no circumstances that would materially impede its ability to perform under this Agreement and shall promptly notify the other party in writing if it acquires knowledge of any circumstances that would materially impede its ability to perform under this Agreement. Without limiting the foregoing, Railkey represents and warrants that it shall immediately notify Amtrak of:
 - a) any change in its ownership or control; and/or
 - b) its involvement in any actual or threatened major litigation.
- 16.4 Neither party will be liable for any malfunction of System, Arrow, or Amtrak Web Services due to any incompatibility with either party's systems or due to either party's failure to adhere to the guidelines and system parameters under which System, Arrow, or Amtrak Web Services is installed.
- 16.5 EXCEPT AS OTHERWISE PROVIDED HEREIN, AMTRAK MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND AMTRAK HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT.
- 16.6 EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY OR ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, ITS "REPRESENTATIVES") SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF ANY SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE.

17. Certain Representations and Warranties

14. Indemnification

14.1 Railkey (as the "Indemnifying Party") agrees to defend, indemnify and hold harmless Amtrak (as the "Indemnified Party") and its officers, directors, employees, agents, servants, contractors, subcontractors, successors, assigns and subsidiaries and their respective successors, assigns and personal representatives (collectively "Indemnified Parties"), from and against any claims, losses, liabilities, fines, penalties, actions, damages, costs and expenses whatsoever (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, have responsibility for or pay arising out of or related to:

- a) any act or failure to act by the Indemnifying Party and/or its directors, officers, employees, agents, subcontractors, servants, or any other person acting for or on behalf of the Indemnifying Party;
- b) the Indemnifying Party's breach of any term of this Agreement;
- c) any actual or claimed infringement or misappropriation of third-party intellectual property right(s) by the Indemnifying Party;
- d) the Indemnifying Party's breach of any contract, promise or undertaking with or to any third party and related to this Agreement.

Amtrak shall notify Railkey in writing within a reasonable time after notice of any such Claim.

14.2 Consistent with and in addition to **Section 14.1**, Railkey accepts sole liability for any failure of Railkey or any of Railkey's officers, directors, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Railkey to maintain the confidentiality of Payment Related Information and/or Non-Public Personal Information. Railkey shall defend, indemnify and hold harmless Amtrak against any and all Claims brought against Amtrak related to Payment Related Information and/or Non-Public Personal Information, including those resulting from the action or inaction of Railkey or any of its directors, officers, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Railkey.

14.3 The existence of any insurance policy procured or maintained by Railkey or any limitation on the amount or type of damages, compensation or benefits payable by or for Railkey or any subcontractor shall not limit the indemnification obligations under this Section.

15. Injunctive Relief

Each party acknowledges that the breach of any provision of **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; or **Section 11 – Security of Confidential Information** may cause irreparable injury to the other party, and agrees that the other party shall have the right to seek temporary,

(b) Agreement compliance and performance, including any work or deliverables in progress;

(c) compliance with applicable provisions of Amtrak's federal grant, regulations and statutes; and

(d) support for all direct and indirect costs or prices charged to Amtrak.

12.2 Railkey agrees to maintain all such data and records throughout the term of the Agreement and until three (3) years after final payment under the Agreement, and agrees to cooperate with all audit activities.

12.3 In connection with audit and inspection activities, Amtrak OIG shall be afforded, upon request, (a) access to Railkey's facilities and to Agreement work or deliverables in progress, (b) the opportunity to interview Railkey's employees concerning any matter relating to the Agreement, and (c) adequate and appropriate workspace.

12.4 Railkey agrees to reimburse Amtrak, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by Amtrak in the course of post-audit negotiations with Railkey.

12.5 Railkey shall include the provisions of this clause in every subcontract or purchase order exceeding \$100,000, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders exceeding \$100,000. Railkey shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.

12.6 Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

13. Notices

Each party must provide any notice, request, demand or other communication required or permitted hereunder in writing and in reference to this Agreement. The following constitutes proper notice:

a) personal delivery;

b) delivery by registered or certified mail, return receipt requested and acknowledged, postage prepaid; or

c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt.

Each party agrees to send all notices to the addresses set forth in **Attachment 8 – Contacts**, which either party may change by providing proper notice to the party hereunder.

equipment against "hackers" and others who may seek, without authorization, to access or modify its systems or the information found therein. Railkey shall regularly test its systems for potential areas where "hackers" and others could breach security, such testing to be conducted on at least a quarterly basis. Railkey agrees to advise Amtrak immediately by telephone and in writing via facsimile of any suspected security breach that may have compromised any Confidential Information, or of any suspected unauthorized misappropriation, disclosure or use by any person of the Confidential Information or Payment Related Information, which may come to Railkey's attention. Railkey shall take all steps and employ its best and most diligent efforts to remedy such breach of security or unauthorized access in a timely manner and to deliver to Amtrak a root cause assessment and future, incident-mitigation plan with regard to any breach of security or unauthorized access affecting Confidential Information or Payment Related Information.

- 11.5 Railkey must store all Confidential Information in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to these general standards, Railkey shall maintain an adequate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Railkey shall maintain an adequate level of data security controls, including, but not limited to, those set forth in **Attachment 10 – Data Security Controls**. Amtrak may revise the data security controls at any time upon written notice to Railkey, giving at least thirty (30) days advance notice when possible and/or practical.
- 11.6 Railkey shall maintain and implement disaster recovery and avoidance procedures and backup procedures as it relates to Confidential Information. During the term of this Agreement, Railkey shall provide Amtrak with an opportunity to review at Railkey's premises its current disaster recovery and avoidance plan and backup procedures and all updates thereto. Railkey shall review and update, as necessary, its disaster recovery and avoidance plan and backup procedures based on the respective recovery priority of each business unit. If Railkey performs any audit with regard to its disaster recovery and avoidance plan and backup procedures (e.g., ISO 9000), Railkey shall make the results of that audit available to Amtrak's information security director for on-site review. Amtrak may elect, at its option, to conduct onsite reviews of Railkey's facilities for, among other things, assessing disaster recovery preparedness and backup procedures.

12. Records and Audit

- 12.1 Railkey acknowledges and agrees that Amtrak's Office of Inspector General (OIG) may inspect, copy and/or audit Railkey's data and records (in hard copy and/or electronic format) related in any way to the Agreement, including without limitation, all data and records relating to:
- (a) support for any proposal, change order, or request for equitable adjustment submitted to Amtrak by Railkey;

- e) is required to be disclosed by applicable law, regulation, valid court order, government agency order, for law enforcement purposes, or by a self-regulatory body, provided that (i) if possible, the Receiving Party shall promptly notify the Disclosing Party of any such requirement prior to disclosure to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent or limit that disclosure, and (ii) Confidential Information of the Disclosing Party must only be disclosed to the extent required; or
- f) is developed by the Receiving Party without the use of any proprietary or non-public information provided by the Disclosing Party under this Agreement, as demonstrated by the written records of the Receiving Party.

11. Security of Confidential Information

- 11.1 Railkey shall at all times maintain physical, electronic, administrative and procedural security measures sufficient to protect all Confidential Information from both internal and external threats and sufficient to comply with all applicable local, state and federal laws and all applicable credit card association rules and regulations concerning the security of such data.
- 11.2 Railkey, its employees, agents and subcontractors shall at all times comply with the Payment Card Industry Data Security Standard (PCI-DSS) required by the credit card associations. Railkey must, at all times during the term of this Agreement, obtain, retain, and renew, as appropriate, its certification of compliance with the PCI-DSS. Railkey shall provide Amtrak with a copy of its current PCI-DSS certification and annual audits upon the Effective Date of this Agreement and on each anniversary date thereof for the duration of this Agreement.
- 11.3 Railkey shall maintain an adequate information security policy and provide Amtrak with a copy of the current policy upon the Effective Date of this Agreement. During the term of this Agreement, Railkey shall provide Amtrak timely updates and revisions thereto.
- 11.4 Railkey shall maintain and enforce safety and physical security procedures with respect to its access and maintenance and disposal of Confidential Information that:
 - a) meets or exceeds industry standards for the territories listed in **Attachment 2 - Territory**;
 - b) in the case of Payment Related Information, meets or exceeds PCI requirements for safety and physical security; and
 - c) provides appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Confidential Information under this Agreement.

Without limiting the generality of the foregoing, Railkey shall take all commercially reasonable measures to secure and defend its location and

ATTACHMENT 1 – COMPANY SERVICES

Company shall provide Amtrak the following services:

Upon Amtrak's approval, Railkey shall make available Amtrak products to Railkey's existing distribution channels within ninety (90) days of the effective date. Railkey's existing distribution channels are defined as any location where online travel reservations are offered. Railkey shall provide Amtrak with a listing of all distribution channels on a quarterly basis via email. By December 31, 2014, Railkey shall provide Amtrak with a full marketing and business plan that describes the intended business activities and channels that will be pursued under this Agreement. Railkey shall only add Amtrak Products to new distribution channels upon advanced written authorization by Amtrak.

ATTACHMENT 2 – TERRITORY

Amtrak seeks to target the following markets with Company:

Railkey's territory is not limited.

ATTACHMENT 3 – AMTRAK PRODUCTS

Company will be an authorized, non-exclusive seller of the following Amtrak Products in the Territory:

Railkey may offer all Amtrak Products, including Point-to-Point tickets and rail passes.

Railkey may offer customers all Amtrak passenger types, such as:

- Adult
- Student Advantage
- AAA Adult
- ISIC
- Senior (62+)
- Child
- Military Adult
- AAA Child
- NARP
- Military Child
- Veterans Advantage
- Infant

ATTACHMENT 4 – AMTRAK WEB SERVICES INTERFACE SPECIFICATIONS

To interface with Amtrak Web Services, Company must satisfy the technical requirements on the attached document.

ATTACHMENT 5 – AMTRAK WEB SERVICES TERMS OF USE

Company must ensure that its System complies with the following terms of use:

1. Amtrak Web Services user, Railkey, will utilize standard Web Services Security as defined by Oasis in the WS Security 1.1 specification when required for a particular web service. Currently, Amtrak requires and is using SSL (client and server certificates) for transport layer security. Production certificates must be issued by a known signing authority. Both parties will work together to ensure that all information exchanged is safe and secure. Railkey must immediately implement, employ and support such other security features as requested by Amtrak.
2. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations that may appear as possible security attacks or breaches and DOS (Denial of Service) attacks, provided that Amtrak will reasonably cooperate with Railkey with respect to such investigation and not unreasonably withhold or delay such access.
3. In the event Amtrak Web Services monitoring reveals workloads exceeding the agreed upon volumes, or in situations where optimal performance of the Amtrak computer system is being jeopardized and measures taken by Railkey to reduce the number of web service calls back to acceptable levels are not effective, Amtrak reserves the right to limit (throttle), disable and/or suspend access to Amtrak Web Services. Amtrak agrees to cooperate with Railkey in an effort to investigate alternate processing methods that return workload back within optimal performance limits.
4. In the event Amtrak Web Services monitoring reveals volumes exceeding the agreed upon transaction rates, Railkey will be notified and must promptly take measures to fallback any changes that have caused unacceptable impacts. Railkey must respond with corrective action within timeframes agreed to by Amtrak, in an effort to ensure workload returns to the acceptable benchmarks. Amtrak reserves the right to limit (throttle), disable and/or suspend access to Amtrak Web Services, in the interest of preserving Amtrak computer system optimal performance, while Railkey explores necessary alternatives. Any/all corrective measures, timeframe extensions, or service limitations/suspension adjustments must be mutually agreed upon, on a case by case basis, and must be signed-off by Amtrak.
5. Upon execution of the underlying Agreement, Amtrak and Railkey Contract Coordinators will promptly meet to review the web service(s) request/response data that will be used by Railkey from Amtrak. Railkey will register to use those web services by providing the information for connectivity to Amtrak Web Services Test and Production environments (refer to the Amtrak Web Services Registration Document).
6. Railkey must promptly conduct a regression test against new releases and versions of Amtrak Web Services against the Amtrak Web Services QA test environment within 30 calendar days of their release to that environment or a mutually-agreed upon date. Railkey must use the new release and version in production within 90 days of production release or a mutually-agreed upon date.
7. Railkey must provide a support contact, reachable 24/7, to assist with issues related to Railkey's activities and/or to notify Railkey of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window)
8. In the event that the new release or version of Amtrak Web Services requires a change to Railkey's processing code, Railkey may either perform such changes to enable Railkey to use the new release or version within the 90-day period or terminate the Agreement; this 90-day period is subject to extension in case Railkey has issues with changing their processing

- code. Extensions to the 90-day period will be mutually agreed on, on a case by case basis, but will not exceed more than an additional 60 days.
9. Railkey must conduct all testing against the test environment and not the production environment. Railkey shall send web services requests using a secure Internet connection. There will be no leased lines or VPN connections. Secured Internet connections will be used in development/QA test, QA staging and production. The Railkey application must be configurable to accommodate changes in the URL of the Amtrak web service. The URL of the web service should not be hard coded in the application.
 10. Railkey must pre-arrange all load-testing against Amtrak Web Services with Amtrak Application Testing group. Load testing will be allowed only in the web services staging environment.
 11. Railkey must inform Amtrak of their implementation schedule. Railkey must keep Amtrak informed of any business changes (i.e. adding corporate accounts, train schedules or extending features) that could drive an increase in transaction volumes, so that necessary preparations can be made to support the changes. In the event that there are changes to Railkey's business, whether considered a direct impact to Amtrak or non-impacting to Amtrak (i.e. changes made to address another carrier) Railkey will be required to conduct regression testing against Amtrak Web Services; testing is required for any/all enhancements made, and Railkey must pre-arrange such regression test efforts with the Amtrak Application Testing group.
 12. Railkey must adhere to guidelines provided by Amtrak in managing transaction workload volumes deemed acceptable by Amtrak. Using the Estimated Transaction Volumes and Estimated Growth figures from the Amtrak Web Services Registration document provided by Amtrak, Railkey agrees to actively manage transaction workload.
 13. Railkey agrees to work with Amtrak in a cooperative effort to address transaction workload concerns when transaction volumes exceed estimates from the Amtrak Web Services Registration document, or if the above benchmarks are not being met, or as determined by Amtrak.
 14. Railkey agrees to strictly restrict sales to the specific routes authorized by Amtrak. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations where it is determined Railkey is operating outside of these specific authorized routes.
 15. Railkey shall recognize Amtrak's 24x7 production system availability, which excludes a bi-monthly maintenance service outage window on Sunday from 3:00 a.m. to 6:00 a.m. U.S. ET. Amtrak reserves the right to extend the maintenance service outage window. Amtrak will provide Railkey a three days' notice where possible.
 16. Railkey must adhere to Amtrak's hours of test system availability, normally during core business hours, Monday through Friday, 8:30 a.m. to 5 p.m. U.S. ET. Test systems are not available on Wednesday 8 p.m. to Thursday 8:30 a.m. Railkey may have access to test systems at other times; however, Amtrak staff cannot support them. With prior arrangement, Railkey may access a supported test system outside core business hours.

ATTACHMENT 6 – PAYMENT CARDS ACCEPTED

Visa

MasterCard

American Express

Discover Card (NOT including Discover Partners of JCB, China Union Pay, Diners Club International, BC Card (South Korean Card), Dina Card (Serbian Card)).

UATP (Universal Air Travel Plan)

Amtrak does NOT accept any PIN based PIN Debit Cards of any brand. However if a PIN debit card from one of the brands above can also function as a credit card (Signature Based) Amtrak can accept it.

ATTACHMENT 7 – COMPENSATION

<p style="text-align: center;">Compensation Category</p> <p>(b)(4)</p>	

<p>(b)(4)</p>

ATTACHMENT 8 – CONTACTS

Any notices, reports, or other information required under this Agreement, should be sent to the following addresses:

If to Amtrak:

Marketing:

(b)(6)

Contract and Program Representative:

(b)(6)

Technical Representative:

(b)(6)

If to Railkey:

Marketing:

(b)(6)

Contract and Program Representative:

(b)(6)

(b)(6)

Technical Representative:

(b)(6)

ATTACHMENT 9 – REPORTS

Company shall provide Amtrak the following reports and information in the format specified below:

Railkey shall provide Amtrak with access to sales data generated by Railkey. Type of access and report distribution will be determined in subsequent discussions.

The following definitions apply to the type of reporting requested;

Static Reports: standard format indicates sales for a determined period of time:

- Top City Pair Report by country

Ad hoc: Amtrak agrees to give Railkey reasonable advance notice to produce any of the following ad hoc reports that may not be available as a static report.

- PNR
- City Pair
- Train
- Riders
- Class of Service
- Passenger Type
- Discount Codes
- Booking Date
- Payment Date

All reports should be capable of download to an application such as Excel. There should be an area for both international and Domestic Sales

ATTACHMENT 10 – DATA SECURITY

To keep the Confidential Information secure and confidential, Company shall:

1. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations that may appear as possible DoS (Denial of Service) attacks.
2. Railkey must implement measures to ensure that Railkey 's applications/systems shall only allow access to those who are authorized to use the applications or systems.
3. Railkey must ensure that access to resources required for the development, design and operation of Railkey's processing code are based on authenticated Railkey identification.
4. Railkey must ensure that all data files, databases, etc. associated with Railkey.'s processing code, applications and systems are protected against unauthorized access.
5. Railkey must ensure that Railkey's applications, systems and processing code generate a security audit trail that contains information sufficient for investigation of loss or impropriety. Railkey must ensure that at a minimum, logs record all security relevant events, including the Railkey ID associated with the events. Railkey will ensure that Log events include information regarding (a) Invalid Railkey authentication attempts, (b) Logons and activities of privileged Railkey, e.g., System Administrators, (c) Unsuccessful data or transaction access attempts, (d) Successful accesses of security-critical resources (e.g., security logs, security commands), (e) Changes to security profiles, privileges or attributes, (f) Changes to access rights of resources and (g) Changes to the system security configuration
6. Railkey agrees to maintain and implement disaster recovery and avoidance procedures to ensure that Railkey's operation can be restored to normal operation in the event of the loss of data files, hardware or the processing facility itself. Railkey agrees that a disaster recovery plan and/or procedures will be developed, documented and maintained, outlining the steps required to restore Railkey's application/system in the event of a disaster. Railkey agrees that Railkey's disaster recovery plan and/or procedures will be tested at least annually and that results of disaster recovery tests will be available to Amtrak at Amtrak's request.
7. Railkey agrees to monitor security threat and attack trends and assess how they affect Railkey's applications and systems. Railkey agrees to patch all vulnerable versions of Railkey's software (including versions for multiple platforms) when vulnerabilities impacting Railkey's applications and systems are identified.
8. Railkey must provide a support contact, reachable 24/7, to assist with issues related to Railkey's activities and/or to notify Railkey of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window).

DISTRIBUTION SERVICES AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
RAILKEY TECHNOLOGY SOLUTIONS, LLC

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DISTRIBUTION SERVICES AGREEMENT

This Distribution Services Agreement ("**Agreement**") is entered into as of the 1st day of August, 2014 ("**Effective Date**") by and between the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. § 24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("**Amtrak**"), and Railkey Technology, LLC a Company organized under the laws of Massachusetts, with its principal office located at 15 Hancock Ave Newton, MA 02459 ("**Company**").

1. Background

- 1.1 Amtrak, which provides nationwide passenger rail services in the United States, seeks to increase its sales in certain markets ("**Territory**").
- 1.2 Railkey is in the business of providing travel booking distribution solutions. Railkey's travel booking distribution solutions enable its clients to (a) obtain travel information and book travel from their systems and/or (b) provide to clients' customers the ability to obtain travel information and book travel from the customers' reservation systems by connecting to the reservation systems of travel providers. Railkey's clients may include corporate travel offices, travel agents, tour operators, and reservation systems operators. Railkey's travel distribution solutions are referred to herein as "**Distribution Products**."
- 1.3 Railkey and Amtrak desire to use Railkey's Distribution Products for the sale of Amtrak's products and services ("**Amtrak Products**").

2. Company Services and Connectivity to Amtrak Web Services

- 2.1 Railkey shall provide the services ("**Company Services**") set forth in **Attachment 1 – Company Services** in accordance with all requirements and time frames contained therein. The markets that Amtrak seeks to target with Railkey are set forth in **Attachment 2 – Territory**. Amtrak reserves the right, in its sole discretion, to modify **Attachment 2 – Territory** at any time to (a) add any market in which Railkey conducts its business or (b) remove any market by providing written notice of the changes to Railkey. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 2 – Territory** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification.
- 2.2 Railkey will be an authorized, non-exclusive seller of the Amtrak Products listed in **Attachment 3 – Amtrak Products** in the Territory. Amtrak reserves the right, in its sole discretion, to revise **Attachment 3 – Amtrak Products** at any time to add or remove any Amtrak Product(s) by providing written notice of the changes to Railkey. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 3 – Amtrak Products** within ninety (90) days of receiving written notice of such changes. If a longer time

period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification.

- 2.3 In order for Railkey's reservation system (the "**System**") to connect to Amtrak's ticket reservation and booking engine, *Arrow*, and *Arrow's* web-interface application, *Amtrak Web Services*, Railkey must develop a connection to the System. Railkey shall develop and support the connection at its own cost and expense.
- 2.4 Connectivity to *Arrow* through Amtrak Web Services may be through (a) a **Managed Access Channel** or (b) an **Unmanaged Access Channel** with different security requirements. The Managed Access Channel is available to Railkey only if it has in place system administration controls that (a) limit access solely to Railkey's authorized travel managers and/or employees and (b) validates authorized users identity and access rights.
- 2.5 Railkey shall, at no cost to Amtrak, develop, implement, support and maintain the System, which will connect to *Arrow* and *Amtrak Web Services*. Amtrak shall provide reasonable assistance and cooperation, at Amtrak's sole discretion, to Railkey in the development, implementation, support and maintenance of the System, as well as in the on-going connectivity of the System to Amtrak Web Services. The technical requirements for interfacing with Amtrak Web Services are set forth in **Attachment 4 – Amtrak Web Services Interface Specification**. Amtrak reserves the right to revise **Attachment 4 – Amtrak Web Services Interface Specification** at any time by providing written notice to Railkey of such changes. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 4 – Amtrak Web Services Interface Specification** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification. In the event of any inconsistencies between **Attachment 4 – Amtrak Web Services Interface Specification** and **Attachment 3 – Amtrak Products** regarding authorized Amtrak Products, **Attachment 3 – Amtrak Products** controls.
- 2.6 During the term of this Agreement, Railkey shall ensure that the System complies with Amtrak Web Services Terms of Use, set forth in **Attachment 5 – Amtrak Web Services Terms of Use**. Amtrak reserves the right to revise **Attachment 5 – Amtrak Web Services Terms of Use** at any time by providing written notice to Railkey of such changes. Railkey shall modify its Distribution Products as necessary to incorporate and reflect changes to **Attachment 5 – Amtrak Web Services Terms of Use** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the products, the parties shall use good faith efforts to agree upon the time period for such modification.
- 2.7 Railkey agrees to immediately notify its agents and subcontractors of any changes made by Amtrak pursuant to this Section and to modify the System as necessary to incorporate and reflect the changes made to the relevant attachment within ninety (90) days of receiving written notice of such changes, except for certain circumstances that would reasonable require immediate

change as determined by Amtrak. If a longer time period is necessitated to modify the interface, the parties shall use good faith efforts to agree upon the time period for such modification. Railkey shall comply at all times with Amtrak's then current ticket booking procedures, which Amtrak will specify from time to time. Amtrak shall strive to provide Railkey with thirty (30) days advance notice of any change to the ticket booking procedures.

- 2.8 Amtrak reserves the right, in its sole discretion, to prohibit the distribution, sale or resale of any or all Amtrak Products to any Railkey customer, agent or subcontractor upon reasonable written notice to Railkey. Railkey shall modify the System as necessary to prohibit the offering of the specified Amtrak Product(s) to those Railkey customers, agents or subcontractors within five (5) days of receipt of such notice from Amtrak.
- 2.9 Railkey shall authorize Amtrak to access the System for the sole purpose of monitoring and ensuring compliance with this Agreement. Only Amtrak employees and contractors may access the System. Amtrak may not access the System to print tickets and will not be allocated ticket stock. Railkey may revoke Amtrak's access to the System upon termination of the Agreement or upon any default by Amtrak.
- a) Railkey shall supply Amtrak with the necessary software required to access the System. Railkey shall provide such software components and documentation to Amtrak within a reasonable time after execution of this Agreement.
 - b) Railkey shall offer System training to Amtrak as reasonably necessary to ensure that Amtrak has at least one trained Amtrak employee operating the System.
 - c) Railkey shall provide Amtrak with System technical support through access to Railkey's technical support desk.

3. Payment and After Sales Support for Amtrak Products

- 3.1 At the time of booking a reservation for an Amtrak product sold pursuant to this Agreement, Railkey shall securely submit to Amtrak for payment a valid credit card which must be included in Amtrak's list of acceptable credit cards as per **Attachment 6 - Payment Cards Accepted**. Amtrak may revise **Attachment 6 – Payment Cards Accepted** upon thirty (30) days written notice, except for certain circumstances that require immediate change as determined by Amtrak. The parties may agree by amendment to this Agreement to have payment made "on account" by which Amtrak shall invoice Railkey on a monthly basis for bookings made during the previous month and Railkey shall pay the invoice amount as specified by Amtrak.
- 3.3 If connectivity to Arrow through Amtrak Web Services is through an Unmanaged Access Channel, Railkey must include a credit card CVV / CID number and a billing postal code for each payment transaction.

- 3.4 Railkey shall provide adequate communication to ensure that its customers will have access to appropriate customer support including, without limitation, providing its employees, agents and subcontractors appropriate training and maintaining call center and sales staff at adequate levels. Railkey will be responsible for all Amtrak-related after sales customer service issues, including but not limited to customer complaints, ticket changes or refunds, as appropriate.

4. **Company Compensation**

Amtrak shall initially compensate Railkey as set forth in **Attachment 7 – Company Compensation**. This attachment will be subject to review on an annual basis.

5. **Advertising, Marketing and Promotion**

- 5.1 Railkey shall advertise, market and promote the sale of Amtrak Products pursuant to an annual marketing plan developed by Railkey and approved by Amtrak.
- 5.2 All advertising and promotional materials must contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by Amtrak.
- 5.3 To satisfactorily perform the duties and obligations set forth in this Agreement, Railkey may need to use certain service marks, trademarks, logos and trade names (collectively, "Marks") and copyrighted works owned by or licensed to Amtrak. Railkey agrees and acknowledges that its use of these Marks and copyrighted works exists pursuant to a royalty-free, nontransferable, nonexclusive license or sub-license. Railkey understands that it will not acquire any ownership interest in Amtrak's Marks or copyrighted works or have the right to use such Marks or copyrighted works other than for the sole purpose of performing its duties and obligations to Amtrak under this Agreement.
- 5.4 Railkey agrees to comply with all of Amtrak's instructions regarding the use of Marks and copyrighted works, including but not limited to the Amtrak Brand Guidelines. Railkey shall not use Amtrak's Marks or copyrighted works in any manner that does, threatens to or will likely diminish their value or harm the reputation of Amtrak.
- 5.5 Prior to publication, Amtrak will have the right to review and approve any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages or other communications or any other publicity published, distributed or displayed by Railkey or at its direction or authorization which uses Amtrak's Marks, name(s) or trade names or which otherwise refers to Amtrak Products or this Agreement (collectively referred to as "Advertising Materials").
- 5.6 Railkey shall submit Advertising Materials to Amtrak's representative listed in **Attachment 8 - Contacts**, which may be changed at any time upon written notice, at least thirty (30) days in advance for Amtrak's written approval.

- 5.7 Notwithstanding Amtrak's written approval of any Advertising Materials, upon Amtrak's written request, Railkey shall employ commercially reasonable efforts to cease publishing, distributing and/or displaying any Advertising Material immediately or within such other period as requested by Amtrak.

6. Contract and Program Administration

Each party shall designate a Contract and Program Representative who shall handle all issues related to this Agreement. Each party shall designate a Technical Representative who shall address technical issues related to this Agreement. Current contacts will be listed in **Attachment 8 - Contacts**. Each party may change such representatives upon written notice to the other party.

7. Term and Termination

- 7.1 This Agreement shall commence on the Effective Date and continue until three (3) years ("Initial Term") unless terminated earlier pursuant to the terms herein; thereafter, either party may request to renew this Agreement for a successive twelve (12) month period (each, a "Renewal Term" and, together with the Initial Term, "Term") upon the other party's approval by providing notice to the other party within thirty (30) days prior to the end of the Term.
- 7.2 Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. In the event of an incurable breach the other party may terminate this Agreement upon ten (10) days written notice to the breaching party.
- 7.3 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, either party may terminate this Agreement immediately upon written notice, without providing opportunity to cure, upon the occurrence of any of the following:
- a) the filing of any petition by or against the other party under any chapter of the Bankruptcy Code, or other insolvency or bankruptcy act enacted by a duly constituted legislative body of government;
 - b) a dissolution and winding up of the other party's business;
 - c) an occurrence of a general assignment for the benefit of creditors of the other party; or
 - d) an appointment of a receiver or trustee to take possession of all or substantially all of the assets of the other party.
- 7.4 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice, without providing Railkey the opportunity to cure, if:
- a) Railkey, its directors, officers, employees, or agents commits any fraudulent act or makes any fraudulent representation under this Agreement;

- b) Railkey is terminated by its credit card processor or merchant bank;
- c) Railkey sells all or a substantial part of its assets; or
- d) Railkey is subject to a data breach and/or PCI-DSS violation as defined in **Section 11 – Security of Confidential Information**.

7.5 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice if there is any adverse publicity arising out of:

- a) an alleged or actual fraudulent act or statement by Railkey, its directors, officers or employees; or
- b) a misrepresentation by Railkey, its directors, officers or employees and Railkey fails to remedy such adverse publicity to the satisfaction of Amtrak within ten (10) days of Amtrak's written notice to Railkey.

7.6 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice if Railkey's risk rating falls within the "High" risk category as defined below and Railkey fails to cure such rating deficiency within ninety (90) days of Amtrak's written notice of the High-risk rating. The risk rating is calculated as set forth below:

(b)(4)

8. Reports

8.1 Railkey shall provide to Amtrak the reports and information, in such format specified in **Attachment 9 – Reports**.

8.2 Railkey shall provide such other information and reports as reasonably requested by Amtrak at any time in such manner as prescribed by Amtrak.

9. Letters of Credit

If payment is made "on account" as specified in Section 3.1 – Payment and After Sales for Amtrak Products above, Railkey shall, at its own expense, deliver to Amtrak an irrevocable letter of credit ("Letter of Credit") for the benefit of Amtrak as security for Railkey's proper performance under and compliance with this Agreement. This procedure will be detailed in a mutually agreed upon addendum to this Agreement.

10. Confidentiality

- 10.1 For purposes of this Agreement, "**Confidential Information**" means any of the following:
- a) information provided by or on behalf of either party (as the "**Disclosing Party**") to the other party (as the "**Receiving Party**") in connection with this Agreement, including any information collected or used to process payments for the Amtrak Products, including, without limitation, credit or debit cards or other payment or credit or debit card account information collected from or relating to customers or prospective customers ("Payment Related Information") belonging to a party to this Agreement and including information provided prior to the date hereof or the Effective Date;
 - b) information about the Disclosing Party or its affiliates, or their respective business or employees, that the Receiving Party obtains in connection with this Agreement, in each case including, without limitation:
 - i. information concerning marketing plans, objectives and financial results;
 - ii. information regarding business systems, methods, processes, clients, financing data, programs and products;
 - iii. information unrelated to this Agreement obtained by the Receiving Party in connection with this Agreement, including, without limitation, by accessing or being present at the business location of the Disclosing Party;
 - iv. proprietary technical information, including trade secrets, source codes or other proprietary information of the Disclosing Party developed in connection with this Agreement; and
 - v. the terms and conditions of this Agreement.
 - c) Without limiting the foregoing, Amtrak Confidential Information includes:
 - i. information relating to Amtrak customers or prospective customers created or obtained in connection with this Agreement or otherwise obtained from Amtrak or directly from Amtrak's customers or prospective customers, including the Payment Related Information of its customers, agents, and contractors,
 - ii. lists and data concerning Amtrak customers or prospective customers in the aggregate, and
 - iii. all information related to *Arrow* and the *Amtrak Web Services*.
 - d) Without limiting the foregoing, Railkey Confidential Information includes the System, all information regarding Railkey's customers, including the Payment Related Information of its customers, agents and subcontractors and Railkey's financial statements.

- 10.2 The Receiving Party shall maintain, dispose of and otherwise treat all Confidential Information of the Disclosing Party with the same degree of care as it accords its own Confidential Information, but in no event less than a reasonable degree of care.
- 10.3 The Receiving Party shall use and disclose Confidential Information only for the purpose of performing its obligations or enforcing its rights with respect to this Agreement or as otherwise expressly permitted by this Agreement, and shall not obtain, use or disclose Confidential Information for any other purpose. The Receiving Party shall, in accordance with the terms of this Agreement, limit access to Confidential Information to those employees, authorized agents, vendors, consultants, accountants, service providers who have a commercially reasonable need to access such Confidential Information in connection with this Agreement.
- 10.4 The Receiving Party agrees that any use or disclosure of Confidential Information other than that specifically permitted under this Agreement will cause immediate and irreparable harm to the Disclosing Party for which money damages might not constitute an adequate remedy. As a result, the Receiving Party agrees to the appropriateness of injunctive relief in addition to any other remedies the Disclosing Party may have under applicable laws.
- 10.5 Upon the termination or expiration of this Agreement, the Receiving Party shall comply with the Disclosing Party's instructions regarding the disposition of the Confidential Information, which may include return to the Disclosing Party of any and/or all of the Confidential Information (including any electronic or paper copies, reproductions, extracts or summaries thereof). The Receiving Party may retain one archived copy of such material, subject to the terms of this Agreement, which the Receiving Party may use solely for regulatory purposes and not for any other purpose. The Receiving Party shall certify such compliance in writing, including a certification that the Receiving Party has not kept any copies of Confidential Information except as necessary for regulatory purposes.
- 10.6 With respect to Amtrak Confidential Information, Railkey shall:
- a) keep the Confidential Information confidential and secure in accordance with **Section 11 – Security of Confidential Information** of this Agreement and industry practices;
 - b) treat all Payment Related Information in accordance with the requirements of the Payment Card Industry (PCI) Security Standards;
 - c) implement and maintain commercially reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable authentication, access controls, virus protection and intrusion detection practices and procedures in accordance with **Section 11 – Security of Confidential Information** of this Agreement; and
 - d) ensure that any person with access to the Confidential Information agrees in writing to follow the Confidentiality provisions of this Agreement (including but not limited to **Section 10 – Confidentiality** and **Section 11 – Security of**

Confidential Information) and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential. Railkey shall not provide any Amtrak customer or prospective customer Non-Public Personal Information (as defined herein) to any third party without Amtrak's express written approval. Furthermore, Railkey must make such sharing agreement in writing and ensure that the third party has security processes and procedures adequate to comply with its obligations both thereunder and under applicable laws. "Non-Public Personal Information" means (i) personally identifiable information, and/or (ii) any list, description, or other grouping of customers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.

- e) Without limiting the foregoing, in the event of an information security breach by Railkey resulting in a suspected or actual breach of the security of the data of any Amtrak customer or prospective customer whose nonpublic personal information or Payment Related Information is or is reasonably believed to have been acquired by an unauthorized person or for unauthorized purposes, Railkey shall (a) consult with Amtrak regarding the appropriate response to each actual or suspected breach, (b) be responsible for complying with all applicable laws requiring notification to customers whose nonpublic personal information or Payment Related Information may be compromised or reasonably believed to be comprised due to a security breach, including mailing notice, if required, to the Amtrak customers or prospective customers at Railkey's sole expense and (c) obtain a new PCI-DSS certification. In addition, Railkey shall provide affected customers with one (1) year of complimentary access to credit monitoring services, credit protection services, credit fraud alerts, or similar services. Railkey shall consult with Amtrak regarding the content of any such notice and the service to be provided. In advance of mailing the notice, and as between the parties, Amtrak, at its election, shall make the final determination of the content of any such notice.

10.7 The restrictions on disclosure of Confidential Information in this **Section 10 – Confidentiality** shall not apply to information that:

- a) is already rightfully known to the Receiving Party, wholly apart from this Agreement as shown by the Receiving Party's written records, at the time it obtains Confidential Information from the Disclosing Party;
- b) at the time of the disclosure is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations;
- c) is lawfully received by the Receiving Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement;
- d) is contained in, or is capable of being discovered solely through examination of publicly available records or products;

22. Headings

The various section headings exist for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

23. Severability

Subject to **Section 26 – Governing Law, Jurisdiction and Venue**, if any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, such determination shall not affect, impair or invalidate any other provision hereof.

24. Construction

All parties drafted this Agreement and, in the event of a dispute, no party hereto may attempt to construe any provision against any other party by claiming that one particular party drafted it.

25. No Waiver

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement constitutes a waiver of such term, right or condition. No waiver or breach of any provision of this Agreement constitutes a waiver of any subsequent breach of the same or any other provision.

26. Governing Law, Jurisdiction and Venue

Each party agrees to execute and interpret this Agreement in accordance with and subject to the internal laws of the District of Columbia, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the District of Columbia. Each party agrees to commence any legal suit, action or proceeding arising out of or relating to this Agreement in the United States District Court for the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction and venue of such court in such suit, action or proceeding.

27. Compliance with Laws

Railkey, its directors, officers, employees, agents and subcontractors shall comply with all applicable local, state, federal and foreign laws, rules and regulations enacted by duly constituted governmental bodies. Railkey hereby agrees to notify Amtrak in writing within a reasonable time after receiving notice of any failure to or allegation of a failure to comply with the applicable laws. Railkey must defend, indemnify and hold harmless Amtrak from and against any loss, damage, expense or other harm or liability incurred or suffered by Amtrak due to any failure by Railkey, any of its directors, officers, employees, agents or subcontractors to comply with such laws, rules, or regulations.

28. Relationship of the Parties

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, agency or employment relationship between Amtrak and Railkey. Nothing contained herein or in any agreement between Railkey and any agent or subcontractor shall create (a) any contractual relationship

between Amtrak and such agent or subcontractor or (b) any third-party beneficiary rights in any such agent or subcontractor. The terms agent, subcontractor and independent contractor as used throughout this Agreement do not include travel agents and tour operators.

29. Force Majeure

Except for the payment of monies due hereunder, and subject to **Section 7 – Term and Termination**, neither party has any responsibility or liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, acts of terrorism, war, and acts of civil and military authorities, provided that such party gives the other party prompt written notice of its failure to perform and the reason therefore and employs its reasonable efforts to limit the resulting delay in performance. If either party fails to perform any of its obligations under this Agreement due to a Force Majeure condition, as defined in this Section, for sixty (60) successive days, the other party has the right to terminate this Agreement immediately upon written notice.

30. Entire Agreement

This Agreement, and any attachments and exhibits thereto, contain the entire understanding of the parties with respect to the subject matter of this Agreement and merges and supersedes all prior and contemporaneous agreements and understandings between the parties, whether oral or written, with respect to the subject matter of this Agreement. All attachments are incorporated by reference and made a part of this Agreement.

31. Facsimile Signatures Acceptable

This Agreement may be executed by facsimile in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, Amtrak and Railkey have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

NATIONAL RAILROAD PASSENGER CORPORATION

Railkey Technology, LLC

(b)(6)

purchase an extended reporting provision of at least three (3) years to report claims arising from performance of this Agreement.

- d) Crime Insurance. Covering the loss of funds, remittances, vouchers or any other property belonging to Amtrak and caused by fraud, theft, dishonesty, and other wrongful acts by any Railkey employee, agent or subcontractor employee. Coverage under this policy will have a limit of liability of at least

(b)(4)

18.2 Railkey shall submit to Amtrak a certificate of insurance giving evidence of the required coverages prior to the Effective Date of this Agreement. Railkey shall continue to submit certificates of insurance during the term of this Agreement for those policies to which **Section 18 – Survival** applies, as often as needed to reflect any material changes in, or renewal or replacement of, the required coverages.

18.3 Railkey shall procure all insurance from insurers which: (a) Amtrak reasonably deems acceptable; (b) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the Effective Date of this Agreement, and subsequently in effect at the time of renewal of any policies required hereunder, and (c) agree to give Amtrak thirty (30) days advance written notice of cancellation, non-renewal, or material change in coverage.

19. Survival

The following provisions shall survive expiration or termination of this Agreement: **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; **Section 11 – Security of Confidential Information**; **Section 12 – Records and Audit**; **Section 13 – Notices**; **Section 14 - Indemnification**; **Section 18 – Insurance**; **Section 19 – Survival**; **Section 26 – Governing Law, Jurisdiction and Venue**; and any other provision reasonably understood to survive termination or expiration of this Agreement.

20. Assignment

Railkey shall not assign, delegate or otherwise transfer this Agreement or any right or obligation hereunder (whether by express transfer, operation of law or otherwise) without the prior written consent of Amtrak. Notwithstanding the foregoing, Railkey may delegate the performance of certain obligations to certain third party contractors, provided that Railkey gives Amtrak thirty (30) days written notice of the proposed delegation and Railkey controls the delivery of such obligations to Amtrak and remains responsible to Amtrak for the delivery of such obligations. Any attempted or purported assignment or other transfer not complying with the foregoing will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the parties.

21. Modifications

Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the authorized representatives of both parties.

18.1 Railkey shall procure and maintain, at its own cost and expense, continuously during the term of this Agreement, and to the extent it carries any insurance on a "claims-made," "claims-reported," or "occurrences-reported" basis for three (3) years beyond the term of this Agreement, the types of insurance specified below:

a) Commercial General Liability Insurance. A policy issued to and covering liability imposed upon Railkey arising out of Railkey's premises or operations or the services to be performed and/or planned and those of any subcontractors or agents and all obligations assumed by Railkey under the terms of this Agreement. The policy must include products/completed operations liability, independent contractors liability, contractual liability, personal injury liability and advertising liability coverages. The policy must name National Railroad Passenger Corporation as an additional insured with respect to Railkey's premises, operations and services, and the policy shall contain a waiver of subrogation against National Railroad Passenger Corporation, its subsidiaries and their directors, officers, employees, and agents. Coverage under this policy, or policies, shall have a combined single limit of liability of at least (b)(4)

b) Errors and Omissions/Professional Liability Insurance. Contractor shall maintain an errors and omissions/professional liability insurance policy covering liability imposed on Contractor for all acts, errors, omissions, negligence, infringement of intellectual property and network risks committed by Contractor, its agents, or employees in its and/or their performance or non-performance under this Agreement. Network risks includes coverage for the perils of unauthorized network access, failure of security, and breach of privacy, as well as the cost of notification of persons whose information may have been breached and the payment for the defense of, and judgments, settlements, fines or penalties that result from, regulatory violations. Such insurance shall include an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of its or their action or inaction under this Agreement or an error or omission in the content/information provided. Coverage under this policy shall have limits of liability of not less than (b)(4)

(b)(4) Such insurance shall be maintained in force at all times during the term of this Agreement and for a period of three (3) years thereafter following the date of termination of this Agreement. This insurance shall name National Railroad Passenger Corporation as an additional insured for the Contractor's wrongful acts under this Contract and coverage shall include a waiver of subrogation against National Railroad Passenger Corporation.

c) Claims-Made Insurance. If Railkey provides any insurance specified above on a "claims-made", or "occurrences-reported" basis, then in addition to the coverage requirements above, such policy shall provide that: (i) the retroactive date coincides with or precedes Railkey's start of Services (including subsequent policies purchased as renewals or replacements); (ii) the policy allows for the reporting of circumstances or incidents that might give rise to future claims; (iii) Railkey will employ its best efforts to maintain similar insurance for at least three (3) years following completion of the Services; and (iv) if insurance terminates for any reason, Railkey agrees to

- 17.1 Each party represents and warrants to the other that it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- 17.2 Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and the requisite corporate action on the part of such party for the consummation of the transactions contemplated by this Agreement have occurred.
- 17.3 Railkey represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with all applicable local, state, federal and foreign laws, rules and regulations.
- 17.4 Railkey represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with the then current automated clearinghouse and bankcard association guidelines, rules, regulations and procedures applicable to its payment processing and other services, including, without limitation, the provisions of the Federal Reserve Board's regulations E and Z, the operating rules and operating guidelines of the National Automated Clearing House Association and the rules, regulations and procedures of all credit card associations and companies.
- 17.5 Railkey represents and warrants that it is not the subject of any litigation initiated by any credit card association or credit card processor with respect to its acceptance of credit card payments on behalf of itself or any other merchant. Railkey represents and warrants that no agreements, injunctions, restrictions or otherwise exist which may prohibit it from performing its obligations under this Agreement either by statute, rule, regulation, agreement or otherwise.
- 17.6 Railkey represents and warrants that its advertising, marketing and promotional materials, including Railkey websites, other web space that Railkey controls and the content and other information contained or referred to therein will not:
- a) constitute libel, defamation, false or illegal advertising;
 - b) constitute an invasion of privacy or a violation of the rights to publicity of any third party;
 - c) infringe any patent, copyright or trademark;
 - d) contain, link or refer to any offensive or indecent information of any kind;
 - e) contain any information that could be deemed proprietary, except proprietary information owned by or licensed to Railkey for use therein or therewith (other than trade name(s), trademarks, service marks, or any comparable intellectual property rights); or
 - f) suggest or state that Railkey and Amtrak have any relationship as agents for one another, as partners, as joint venturers or similar relationship, except as expressly provided herein.

If Railkey becomes aware of any claim, allegation or notification that the foregoing warranties have been breached, Railkey shall promptly notify Amtrak.

18. Insurance

preliminary and permanent injunctive relief, without the necessity of proving actual damages or posting a bond, to prevent any such breach.

16. Performance Standards and Ability to Perform

- 16.1 Railkey represents and warrants that it shall perform its responsibilities under this Agreement with promptness and diligence and in a professional manner, in accordance with best practices and highest industry standards.
- 16.2 Railkey shall handle all customer inquiries and complaints in a prompt, courteous and diligent manner. Railkey shall cooperate with Amtrak to deal appropriately with any customer complaint.
- 16.3 Each party represents and warrants that it knows of no circumstances that would materially impede its ability to perform under this Agreement and shall promptly notify the other party in writing if it acquires knowledge of any circumstances that would materially impede its ability to perform under this Agreement. Without limiting the foregoing, Railkey represents and warrants that it shall immediately notify Amtrak of:
 - a) any change in its ownership or control; and/or
 - b) its involvement in any actual or threatened major litigation.
- 16.4 Neither party will be liable for any malfunction of System, Arrow, or Amtrak Web Services due to any incompatibility with either party's systems or due to either party's failure to adhere to the guidelines and system parameters under which System, Arrow, or Amtrak Web Services is installed.
- 16.5 EXCEPT AS OTHERWISE PROVIDED HEREIN, AMTRAK MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND AMTRAK HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT.
- 16.6 EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY OR ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, ITS "REPRESENTATIVES") SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF ANY SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE.

17. Certain Representations and Warranties

14. Indemnification

14.1 Railkey (as the "Indemnifying Party") agrees to defend, indemnify and hold harmless Amtrak (as the "Indemnified Party") and its officers, directors, employees, agents, servants, contractors, subcontractors, successors, assigns and subsidiaries and their respective successors, assigns and personal representatives (collectively "Indemnified Parties"), from and against any claims, losses, liabilities, fines, penalties, actions, damages, costs and expenses whatsoever (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, have responsibility for or pay arising out of or related to:

- a) any act or failure to act by the Indemnifying Party and/or its directors, officers, employees, agents, subcontractors, servants, or any other person acting for or on behalf of the Indemnifying Party;
- b) the Indemnifying Party's breach of any term of this Agreement;
- c) any actual or claimed infringement or misappropriation of third-party intellectual property right(s) by the Indemnifying Party;
- d) the Indemnifying Party's breach of any contract, promise or undertaking with or to any third party and related to this Agreement.

Amtrak shall notify Railkey in writing within a reasonable time after notice of any such Claim.

14.2 Consistent with and in addition to **Section 14.1**, Railkey accepts sole liability for any failure of Railkey or any of Railkey's officers, directors, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Railkey to maintain the confidentiality of Payment Related Information and/or Non-Public Personal Information. Railkey shall defend, indemnify and hold harmless Amtrak against any and all Claims brought against Amtrak related to Payment Related Information and/or Non-Public Personal Information, including those resulting from the action or inaction of Railkey or any of its directors, officers, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Railkey.

14.3 The existence of any insurance policy procured or maintained by Railkey or any limitation on the amount or type of damages, compensation or benefits payable by or for Railkey or any subcontractor shall not limit the indemnification obligations under this Section.

15. Injunctive Relief

Each party acknowledges that the breach of any provision of **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; or **Section 11 – Security of Confidential Information** may cause irreparable injury to the other party, and agrees that the other party shall have the right to seek temporary,

(b) Agreement compliance and performance, including any work or deliverables in progress;

(c) compliance with applicable provisions of Amtrak's federal grant, regulations and statutes; and

(d) support for all direct and indirect costs or prices charged to Amtrak.

12.2 Railkey agrees to maintain all such data and records throughout the term of the Agreement and until three (3) years after final payment under the Agreement, and agrees to cooperate with all audit activities.

12.3 In connection with audit and inspection activities, Amtrak OIG shall be afforded, upon request, (a) access to Railkey's facilities and to Agreement work or deliverables in progress, (b) the opportunity to interview Railkey's employees concerning any matter relating to the Agreement, and (c) adequate and appropriate workspace.

12.4 Railkey agrees to reimburse Amtrak, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by Amtrak in the course of post-audit negotiations with Railkey.

12.5 Railkey shall include the provisions of this clause in every subcontract or purchase order (b)(4) as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders (b)(4). Railkey shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.

12.6 Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

13. Notices

Each party must provide any notice, request, demand or other communication required or permitted hereunder in writing and in reference to this Agreement. The following constitutes proper notice:

- a) personal delivery;
- b) delivery by registered or certified mail, return receipt requested and acknowledged, postage prepaid; or
- c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt.

Each party agrees to send all notices to the addresses set forth in **Attachment 8 – Contacts**, which either party may change by providing proper notice to the party hereunder.

equipment against “hackers” and others who may seek, without authorization, to access or modify its systems or the information found therein. Railkey shall regularly test its systems for potential areas where “hackers” and others could breach security, such testing to be conducted on at least a quarterly basis. Railkey agrees to advise Amtrak immediately by telephone and in writing via facsimile of any suspected security breach that may have compromised any Confidential Information, or of any suspected unauthorized misappropriation, disclosure or use by any person of the Confidential Information or Payment Related Information, which may come to Railkey’s attention. Railkey shall take all steps and employ its best and most diligent efforts to remedy such breach of security or unauthorized access in a timely manner and to deliver to Amtrak a root cause assessment and future, incident-mitigation plan with regard to any breach of security or unauthorized access affecting Confidential Information or Payment Related Information.

- 11.5 Railkey must store all Confidential Information in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to these general standards, Railkey shall maintain an adequate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Railkey shall maintain an adequate level of data security controls, including, but not limited to, those set forth in **Attachment 10 – Data Security Controls**. Amtrak may revise the data security controls at any time upon written notice to Railkey, giving at least thirty (30) days advance notice when possible and/or practical.
- 11.6 Railkey shall maintain and implement disaster recovery and avoidance procedures and backup procedures as it relates to Confidential Information. During the term of this Agreement, Railkey shall provide Amtrak with an opportunity to review at Railkey’s premises its current disaster recovery and avoidance plan and backup procedures and all updates thereto. Railkey shall review and update, as necessary, its disaster recovery and avoidance plan and backup procedures based on the respective recovery priority of each business unit. If Railkey performs any audit with regard to its disaster recovery and avoidance plan and backup procedures (e.g., ISO 9000), Railkey shall make the results of that audit available to Amtrak’s information security director for on-site review. Amtrak may elect, at its option, to conduct onsite reviews of Railkey’s facilities for, among other things, assessing disaster recovery preparedness and backup procedures.

12. Records and Audit

- 12.1 Railkey acknowledges and agrees that Amtrak’s Office of Inspector General (OIG) may inspect, copy and/or audit Railkey’s data and records (in hard copy and/or electronic format) related in any way to the Agreement, including without limitation, all data and records relating to:
 - (a) support for any proposal, change order, or request for equitable adjustment submitted to Amtrak by Railkey;

- e) is required to be disclosed by applicable law, regulation, valid court order, government agency order, for law enforcement purposes, or by a self-regulatory body, provided that (i) if possible, the Receiving Party shall promptly notify the Disclosing Party of any such requirement prior to disclosure to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent or limit that disclosure, and (ii) Confidential Information of the Disclosing Party must only be disclosed to the extent required; or
- f) is developed by the Receiving Party without the use of any proprietary or non-public information provided by the Disclosing Party under this Agreement, as demonstrated by the written records of the Receiving Party.

11. Security of Confidential Information

- 11.1 Railkey shall at all times maintain physical, electronic, administrative and procedural security measures sufficient to protect all Confidential Information from both internal and external threats and sufficient to comply with all applicable local, state and federal laws and all applicable credit card association rules and regulations concerning the security of such data.
- 11.2 Railkey, its employees, agents and subcontractors shall at all times comply with the Payment Card Industry Data Security Standard (PCI-DSS) required by the credit card associations. Railkey must, at all times during the term of this Agreement, obtain, retain, and renew, as appropriate, its certification of compliance with the PCI-DSS. Railkey shall provide Amtrak with a copy of its current PCI-DSS certification and annual audits upon the Effective Date of this Agreement and on each anniversary date thereof for the duration of this Agreement.
- 11.3 Railkey shall maintain an adequate information security policy and provide Amtrak with a copy of the current policy upon the Effective Date of this Agreement. During the term of this Agreement, Railkey shall provide Amtrak timely updates and revisions thereto.
- 11.4 Railkey shall maintain and enforce safety and physical security procedures with respect to its access and maintenance and disposal of Confidential Information that:
 - a) meets or exceeds industry standards for the territories listed in **Attachment 2 - Territory**;
 - b) in the case of Payment Related Information, meets or exceeds PCI requirements for safety and physical security; and
 - c) provides appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Confidential Information under this Agreement.

Without limiting the generality of the foregoing, Railkey shall take all commercially reasonable measures to secure and defend its location and

ATTACHMENT 1 – COMPANY SERVICES

Company shall provide Amtrak the following services:

Upon Amtrak's approval, Railkey shall make available Amtrak products to Railkey's existing distribution channels within ninety (90) days of the effective date. Railkey's existing distribution channels are defined as any location where online travel reservations are offered. Railkey shall provide Amtrak with a listing of all distribution channels on a quarterly basis via email. By December 31, 2014, Railkey shall provide Amtrak with a full marketing and business plan that describes the intended business activities and channels that will be pursued under this Agreement. Railkey shall only add Amtrak Products to new distribution channels upon advanced written authorization by Amtrak.

ATTACHMENT 2 – TERRITORY

Amtrak seeks to target the following markets with Company:

Railkey's territory is not limited.

ATTACHMENT 3 – AMTRAK PRODUCTS

Company will be an authorized, non-exclusive seller of the following Amtrak Products in the Territory:

Railkey may offer all Amtrak Products, including Point-to-Point tickets and rail passes.

Railkey may offer customers all Amtrak passenger types, such as:

- Adult
- Student Advantage
- AAA Adult
- ISIC
- Senior (62+)
- Child
- Military Adult
- AAA Child
- NARP
- Military Child
- Veterans Advantage
- Infant

ATTACHMENT 4 – AMTRAK WEB SERVICES INTERFACE SPECIFICATIONS

To interface with Amtrak Web Services, Company must satisfy the technical requirements on the attached document.

ATTACHMENT 5 – AMTRAK WEB SERVICES TERMS OF USE

Company must ensure that its System complies with the following terms of use:

1. Amtrak Web Services user, Railkey, will utilize standard Web Services Security as defined by Oasis in the WS Security 1.1 specification when required for a particular web service. Currently, Amtrak requires and is using SSL (client and server certificates) for transport layer security. Production certificates must be issued by a known signing authority. Both parties will work together to ensure that all information exchanged is safe and secure. Railkey must immediately implement, employ and support such other security features as requested by Amtrak.
2. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations that may appear as possible security attacks or breaches and DOS (Denial of Service) attacks, provided that Amtrak will reasonably cooperate with Railkey with respect to such investigation and not unreasonably withhold or delay such access.
3. In the event Amtrak Web Services monitoring reveals workloads exceeding the agreed upon volumes, or in situations where optimal performance of the Amtrak computer system is being jeopardized and measures taken by Railkey to reduce the number of web service calls back to acceptable levels are not effective, Amtrak reserves the right to limit (throttle), disable and/or suspend access to Amtrak Web Services. Amtrak agrees to cooperate with Railkey in an effort to investigate alternate processing methods that return workload back within optimal performance limits.
4. In the event Amtrak Web Services monitoring reveals volumes exceeding the agreed upon transaction rates, Railkey will be notified and must promptly take measures to fallback any changes that have caused unacceptable impacts. Railkey must respond with corrective action within timeframes agreed to by Amtrak, in an effort to ensure workload returns to the acceptable benchmarks. Amtrak reserves the right to limit (throttle), disable and/or suspend access to Amtrak Web Services, in the interest of preserving Amtrak computer system optimal performance, while Railkey explores necessary alternatives. Any/all corrective measures, timeframe extensions, or service limitations/suspension adjustments must be mutually agreed upon, on a case by case basis, and must be signed-off by Amtrak.
5. Upon execution of the underlying Agreement, Amtrak and Railkey Contract Coordinators will promptly meet to review the web service(s) request/response data that will be used by Railkey from Amtrak. Railkey will register to use those web services by providing the information for connectivity to Amtrak Web Services Test and Production environments (refer to the Amtrak Web Services Registration Document).
6. Railkey must promptly conduct a regression test against new releases and versions of Amtrak Web Services against the Amtrak Web Services QA test environment within 30 calendar days of their release to that environment or a mutually-agreed upon date. Railkey must use the new release and version in production within 90 days of production release or a mutually-agreed upon date.
7. Railkey must provide a support contact, reachable 24/7, to assist with issues related to Railkey's activities and/or to notify Railkey of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window)
8. In the event that the new release or version of Amtrak Web Services requires a change to Railkey's processing code, Railkey may either perform such changes to enable Railkey to use the new release or version within the 90-day period or terminate the Agreement; this 90-day period is subject to extension in case Railkey has issues with changing their processing

- code. Extensions to the 90-day period will be mutually agreed on, on a case by case basis, but will not exceed more than an additional 60 days.
9. Railkey must conduct all testing against the test environment and not the production environment. Railkey shall send web services requests using a secure Internet connection. There will be no leased lines or VPN connections. Secured Internet connections will be used in development/QA test, QA staging and production. The Railkey application must be configurable to accommodate changes in the URL of the Amtrak web service. The URL of the web service should not be hard coded in the application.
 10. Railkey must pre-arrange all load-testing against Amtrak Web Services with Amtrak Application Testing group. Load testing will be allowed only in the web services staging environment.
 11. Railkey must inform Amtrak of their implementation schedule. Railkey must keep Amtrak informed of any business changes (i.e. adding corporate accounts, train schedules or extending features) that could drive an increase in transaction volumes, so that necessary preparations can be made to support the changes. In the event that there are changes to Railkey's business, whether considered a direct impact to Amtrak or non-impacting to Amtrak (i.e. changes made to address another carrier) Railkey will be required to conduct regression testing against Amtrak Web Services; testing is required for any/all enhancements made, and Railkey must pre-arrange such regression test efforts with the Amtrak Application Testing group.
 12. Railkey must adhere to guidelines provided by Amtrak in managing transaction workload volumes deemed acceptable by Amtrak. Using the Estimated Transaction Volumes and Estimated Growth figures from the Amtrak Web Services Registration document provided by Amtrak, Railkey agrees to actively manage transaction workload.
 13. Railkey agrees to work with Amtrak in a cooperative effort to address transaction workload concerns when transaction volumes exceed estimates from the Amtrak Web Services Registration document, or if the above benchmarks are not being met, or as determined by Amtrak.
 14. Railkey agrees to strictly restrict sales to the specific routes authorized by Amtrak. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations where it is determined Railkey is operating outside of these specific authorized routes.
 15. Railkey shall recognize Amtrak's 24x7 production system availability, which excludes a bi-monthly maintenance service outage window on Sunday from 3:00 a.m. to 6:00 a.m. U.S. ET. Amtrak reserves the right to extend the maintenance service outage window. Amtrak will provide Railkey a three days' notice where possible.
 16. Railkey must adhere to Amtrak's hours of test system availability, normally during core business hours, Monday through Friday, 8:30 a.m. to 5 p.m. U.S. ET. Test systems are not available on Wednesday 8 p.m. to Thursday 8:30 a.m. Railkey may have access to test systems at other times; however, Amtrak staff cannot support them. With prior arrangement, Railkey may access a supported test system outside core business hours.

ATTACHMENT 6 – PAYMENT CARDS ACCEPTED

Visa

MasterCard

American Express

Discover Card (NOT including Discover Partners of JCB, China Union Pay, Diners Club International, BC Card (South Korean Card), Dina Card (Serbian Card)).

UATP (Universal Air Travel Plan)

Amtrak does NOT accept any PIN based PIN Debit Cards of any brand. However if a PIN debit card from one of the brands above can also function as a credit card (Signature Based) Amtrak can accept it.

ATTACHMENT 7 – COMPENSATION

Compensation Category	
(b)(4)	

(b)(4)

ATTACHMENT 8 – CONTACTS

Any notices, reports, or other information required under this Agreement, should be sent to the following addresses:

If to Amtrak:

Marketing:

(b)(6)

Contract and Program Representative:

(b)(6)

Technical Representative:

(b)(6)

If to Railkey:

Marketing:

(b)(6)

Contract and Program Representative:

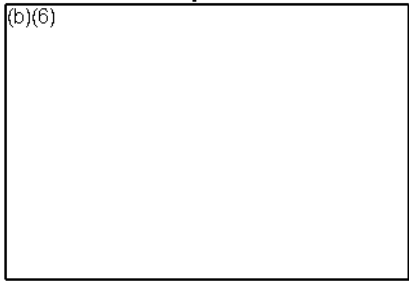
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(b)(6)

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Technical Representative:

(b)(6)

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ATTACHMENT 9 – REPORTS

Company shall provide Amtrak the following reports and information in the format specified below:

Railkey shall provide Amtrak with access to sales data generated by Railkey. Type of access and report distribution will be determined in subsequent discussions.

The following definitions apply to the type of reporting requested;

Static Reports: standard format indicates sales for a determined period of time:

- Top City Pair Report by country

Ad hoc: Amtrak agrees to give Railkey reasonable advance notice to produce any of the following ad hoc reports that may not be available as a static report.

- PNR
- City Pair
- Train
- Riders
- Class of Service
- Passenger Type
- Discount Codes
- Booking Date
- Payment Date

All reports should be capable of download to an application such as Excel. There should be an area for both international and Domestic Sales

ATTACHMENT 10 – DATA SECURITY

To keep the Confidential Information secure and confidential, Company shall:

1. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations that may appear as possible DoS (Denial of Service) attacks.
2. Railkey must implement measures to ensure that Railkey 's applications/systems shall only allow access to those who are authorized to use the applications or systems.
3. Railkey must ensure that access to resources required for the development, design and operation of Railkey's processing code are based on authenticated Railkey identification.
4. Railkey must ensure that all data files, databases, etc. associated with Railkey.'s processing code, applications and systems are protected against unauthorized access.
5. Railkey must ensure that Railkey's applications, systems and processing code generate a security audit trail that contains information sufficient for investigation of loss or impropriety. Railkey must ensure that at a minimum, logs record all security relevant events, including the Railkey ID associated with the events. Railkey will ensure that Log events include information regarding (a) Invalid Railkey authentication attempts, (b) Logons and activities of privileged Railkey, e.g., System Administrators, (c) Unsuccessful data or transaction access attempts, (d) Successful accesses of security-critical resources (e.g., security logs, security commands), (e) Changes to security profiles, privileges or attributes, (f) Changes to access rights of resources and (g) Changes to the system security configuration
6. Railkey agrees to maintain and implement disaster recovery and avoidance procedures to ensure that Railkey's operation can be restored to normal operation in the event of the loss of data files, hardware or the processing facility itself. Railkey agrees that a disaster recovery plan and/or procedures will be developed, documented and maintained, outlining the steps required to restore Railkey's application/system in the event of a disaster. Railkey agrees that Railkey's disaster recovery plan and/or procedures will be tested at least annually and that results of disaster recovery tests will be available to Amtrak at Amtrak's request.
7. Railkey agrees to monitor security threat and attack trends and assess how they affect Railkey's applications and systems. Railkey agrees to patch all vulnerable versions of Railkey's software (including versions for multiple platforms) when vulnerabilities impacting Railkey's applications and systems are identified.
8. Railkey must provide a support contact, reachable 24/7, to assist with issues related to Railkey's activities and/or to notify Railkey of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window).

DISTRIBUTION SERVICES AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
ATRIIS

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ATRIIS DISTRIBUTION SERVICES AGREEMENT

This Distribution Services Agreement ("Agreement") is entered into as of the ___ day of July, 2017 ("Effective Date") between the National Railroad Passenger Corporation ("Amtrak"), a corporation organized under 49 U.S.C. § 24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002, and Atriis Technologies Inc. ("Atriis"), a company with its principal office located at 4880 Lower Roswell Rd Ste 165-231, Marietta, GA, 30068-5611, USA.

I. Distribution Services

- 1.1 Atriis is in the business of providing travel booking distribution solutions. Atriis's travel booking distribution solutions enable its clients to (a) obtain travel information and book travel from their systems and/or (b) provide to clients' customers the ability to obtain travel information and book travel from the customers' reservation systems by connecting to the reservation systems of travel providers. Atriis' clients may include corporate travel offices, travel agents, tour operators, and reservation systems operators. Atriis' travel distribution solutions are referred to herein as "**Distribution Products**." Through these Distribution Products, Atriis will provide Atriis' clients and clients' customers the ability to research and book Amtrak products and services ("**Amtrak Products**").
- 1.2 Amtrak Products are listed in **Attachment 1 – Amtrak Products**. At its sole discretion, Amtrak may revise Attachment 1 to add or remove any Amtrak Product(s). Within fourteen (14) days of receipt of a revised Attachment 1, Atriis will modify its Distribution Products to reflect the changes in Attachment 1.
- 1.3 Atriis will cause Amtrak Product information to appear on its Distribution Products in a similar manner as the other transportation options. Users will be able to search Amtrak services using city names in addition to, or instead of city codes, as Amtrak city codes differ from airline city codes.
- 1.4 Atriis shall comply at all times with Amtrak's then current ticket booking procedures, which Amtrak will specify from time to time. Amtrak shall strive to provide Atriis with thirty (30) days advance notice of any change to the ticket booking procedures. Atriis shall securely submit to Amtrak for payment a valid credit card of a card type acceptable to Amtrak. A list of acceptable payment cards are set forth in **Attachment 2 – Payment Cards Accepted**. Amtrak reserves the right to revise Attachment 2 upon thirty (30) days prior written notice, except for certain circumstances that require immediate change as determined by Amtrak. If connectivity to Amtrak Web Services is through an **Unmanaged Access Channel** (see Section 2 below), Atriis must include a credit card CVV/CID number and a billing postal code for each payment transaction.

- 1.5 Atrii shall provide quality customer support, including, providing appropriate training and maintaining call center and sales staff at adequate levels and handling after-sales issues that may arise out of problems using or accessing its Distribution Products.

2. Connectivity and System Requirements

- 2.1 Atrii shall, at its own costs, develop and maintain a communication link ("Link") to transmit and receive information from Atrii's system ("Atrii System") to Amtrak's web-interface application ("Amtrak Web Services") of its ticket reservation and booking engine ("Arrow").
- 2.2 Atrii shall comply with the requirements set forth in **Attachment 3 - Amtrak Web Services Interface Specifications** and **Attachment 4 - Amtrak Web Services Terms of Use**. Amtrak reserves the right to revise Attachment 3 and Attachment 4 at any time by providing written notice to Atrii of such changes. Within ninety (90) days of receiving written notice of any changes, Atrii shall modify the Atrii System and/or Link as necessary to incorporate and reflect changes to Attachment 3 and/or Attachment 4. If a longer period is necessary, the parties shall use good faith efforts to agree upon the period for such modification. In the event of any inconsistencies between Attachment 3 - Amtrak Web Services Interface Specification and Attachment 1 - Amtrak Products regarding authorized Amtrak Products, Attachment 1 - Amtrak Products controls.
- 2.3 Connectivity to Arrow through Amtrak Web Services may be through (a) a **Managed Access Channel** or (b) an **Unmanaged Access Channel** with different security requirements. The **Managed Access Channel** is available to Atrii only if it has in place system administration controls that (a) limit access solely to Atrii's authorized travel managers and/or employees and (b) validates authorized users identity and access rights.
- 2.4 Amtrak reserves the right, in its sole discretion, to prohibit the distribution, sale or resale of any or all Amtrak Products to any Atrii customer, agent or subcontractor upon written notice to Atrii. Atrii shall modify the Atrii System as necessary to prohibit the offering of the specified Amtrak Product(s) to those Atrii customers, agents or subcontractors within five (5) days of receipt of such notice from Amtrak.
- 2.5 For the sole purpose of monitoring Atrii's compliance with this Agreement, Atrii shall provide Amtrak with access to those parts of the Atrii System and Link directly involved in the referral booking or direct booking and Amtrak shall not use such access for any other purpose. Atrii shall supply Amtrak with the necessary software required to access the Atrii System. Atrii shall provide such software components and documentation to Amtrak within a reasonable time after execution of this Agreement. Atrii shall offer System training to Amtrak as reasonably necessary to ensure that Amtrak has at least one trained Amtrak

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employee on the Atriiis System operation. Atriiis shall provide Amtrak with Atriiis System technical support through access to Atriiis' technical support desk.

3. Advertising, Marketing and Promotion

- 3.1 Atriiis shall advertise, market and/or promote the sale of Amtrak Products pursuant to an annual marketing plan developed by Atriiis and approved by Amtrak, which approval shall not be unreasonably withheld or delayed.
- 3.2 All advertising and promotional materials for Amtrak Products must contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by Amtrak.
- 3.3 Subject to the terms and conditions herein, Amtrak grants Atriiis a royalty-free, nontransferable, nonsublicensable, nonexclusive license to use the trademarks and service marks set forth in Attachment 5 -- Licensed Marks (collectively, "Licensed Marks") solely for the purpose of performing Atriiis' obligations and/or exercising its rights hereunder or as otherwise permitted by the Amtrak in writing. Atriiis understands that it will not acquire any ownership interest in the Licensed Marks or copyrighted works.
- 3.4 Subject to the terms and conditions herein, Amtrak further grants to Atriiis a limited right to use, copy, distribute, and/or publicly display the copyrighted materials provided by Amtrak to Atriiis solely to fulfill Atriiis' obligations hereunder or as otherwise provided by the Licensor in writing.
- 3.5 Atriiis agrees to comply with all of Amtrak's instructions regarding the use of the Licensed Marks and copyrighted works, including but not limited to the Amtrak Brand Guidelines. Atriiis shall not use the Licensed Marks or copyrighted works in any manner that does, threatens to or will likely diminish their value or harm the reputation of Amtrak.
- 3.6 Amtrak will have the right of prior review and approve any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages or other communications or any other publicity published, distributed or displayed by Atriiis or at its direction or authorization which uses the Licensed Marks, name(s) or trade names or which otherwise refers to Amtrak Products or this Agreement (collectively referred to as "Advertising Materials"), which approval shall not be unreasonably withheld or delayed.
- 3.7 Atriiis shall submit Advertising Materials for approval to Amtrak's marketing representative listed in Attachment 6 - Contacts.
- 3.8 Notwithstanding Amtrak's written approval of any Advertising Materials, upon Amtrak's written request, Atriiis shall use commercially reasonable efforts to cease publishing, distributing and/or displaying any Advertising Material immediately or within such other period as requested by Amtrak.

4. **Contract and Program Administration**

Each party shall designate a Contract and Program Representative who shall handle all issues related to this Agreement. Each party shall designate a Technical Representative who shall address technical issues related to this Agreement. Such contacts are listed in Attachment 6 - Contacts.

5. **Term and Termination**

5.1 This Agreement shall commence on the Effective Date and continue until for a period of two (2) years ("Initial Term") unless terminated earlier pursuant to the terms herein. Thereafter, either party may request to renew this Agreement for a successive twelve (12) month period (each, a "Renewal Term" and, together with the Initial Term, "Term") upon the other party's approval by providing notice to the other party at least thirty (30) days prior to the end of the Term.

5.2 Either party may terminate this Agreement upon written notice to the other party if the other party breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement upon ten (10) days written notice to the breaching party.

5.3 Notwithstanding anything to the contrary in this Section 5 - Term and Termination, either party may terminate this Agreement immediately upon written notice, without providing opportunity to cure, upon the occurrence of any of the following:

- a) the filing of any petition by or against the other party under any chapter of the Bankruptcy Code, or other insolvency or bankruptcy act enacted by a duly constituted legislative body of government;
- b) a dissolution and winding up of the other party's business;
- c) an occurrence of a general assignment for the benefit of creditors of the other party; or
- d) an appointment of a receiver or trustee to take possession of all or substantially all of the assets of the other party.

5.4 Notwithstanding anything to the contrary in this Section 5 - Term and Termination, Amtrak may terminate this Agreement immediately upon written notice, without providing Atriiis the opportunity to cure, if:

- (a) Atriiis, its directors, officers, employees, or agents commits any fraudulent act or makes any fraudulent representation under this Agreement;

- (b) Atrii is terminated by its credit card processor or merchant bank;
- (c) Company sells all or a substantial part of its assets;
- (d) Atrii is subject to a data breach or fails to comply with or to validate compliance with the PCI-DSS or any other requirements of the PCI SSC or payment card networks (as defined in **Section 8 – Security of Confidential Information**); or
- (e) Amtrak is prohibited by its credit card processor or merchant bank from using Atrii to perform any of the distribution services contemplated under this Agreement.

5.5 Notwithstanding anything to the contrary in this **Section 6 – Term and Termination**, either party may terminate this Agreement immediately upon written notice if there is any adverse publicity arising out of:

- (a) an alleged or actual fraudulent act or statement by the other party, or its directors, officers or employees; or
- (b) a misrepresentation by the other party, or its directors, officers or employees and the other party fails to remedy such adverse publicity within ten (10) days of written notice to thereof.

5.6 Notwithstanding anything to the contrary in this **Section 6 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice if Atrii's risk rating falls within the "High" risk category as defined below and Atrii fails to cure such rating deficiency within ninety (90) days of Amtrak's written notice of the High-risk rating. The risk rating is calculated as set forth below:

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6. Reports

Atrii shall provide to Amtrak a list of agency demographic data on a monthly basis, in a format specified by Amtrak. Atrii shall provide such other information and reports as reasonably requested by Amtrak at any time in such manner as prescribed by Amtrak.

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7. Confidentiality

7.1 Each party (as the "Receiving Party") shall regard as confidential information communicated to it by the other party (as the "Disclosing Party") in connection with this Agreement that is designated as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential ("Confidential Information"). Confidential Information includes:

- (a) information provided by or on behalf of either party (as the "Disclosing Party") to the other party (as the "Receiving Party") in connection with this Agreement, including any information collected or used to process payments for the Amtrak Products, including, without limitation, credit or debit cards or other payment or credit or debit card account information collected from or relating to customers or prospective customers ("Payment Related Information");
- (b) information about the Disclosing Party or its affiliates, or their respective business or employees, that the Receiving Party obtains in connection with this Agreement, in each case including, without limitation:
 - 1) information concerning marketing plans, objectives and financial results;
 - 2) information regarding business systems, methods, processes, clients, financing data, programs and products;
 - 3) information unrelated to this Agreement obtained by the Receiving Party in connection with this Agreement, including, without limitation, by accessing or being present at the business location of the Disclosing Party;
 - 4) proprietary technical information, including trade secrets, source codes or other proprietary information of the Disclosing Party developed in connection with this Agreement; and
 - 5) any provision of this Agreement designated as confidential by either of the parties.
- (c) Without limiting the foregoing, Amtrak Confidential Information includes:
 - 1) information relating to Amtrak customers or prospective customers created or obtained in connection with this Agreement or otherwise obtained from Amtrak or directly from Amtrak's customers or prospective customers, including the Payment Related Information of its customers, agents, and contractors;

- 2) lists and data concerning Amtrak customers or prospective customers in the aggregate; and
 - 3) all information related to *Arrow* and the *Amtrak Web Services*.
- (d) Without limiting the foregoing, Atrii's Confidential Information includes all information regarding the Atrii System and Atrii's clients or clients' customers; provided, however any Amtrak PNR information shall not be deemed Atrii Confidential Information (except PNR information).
- 7.2 The Receiving Party shall maintain, dispose of and otherwise treat all Confidential Information of the Disclosing Party with the same degree of care as it accords its own Confidential Information, but in no event less than a reasonable degree of care.
- 7.3 The Receiving Party shall use and disclose Confidential Information only for the purpose of performing its obligations or enforcing its rights with respect to this Agreement or as otherwise expressly permitted by this Agreement, and shall not obtain, use or disclose Confidential Information for any other purpose. The Receiving Party shall, in accordance with the terms of this Agreement, limit access to Confidential Information to those employees, authorized agents, vendors, consultants, accountants, service providers and representatives who have a commercially reasonable need to access such Confidential Information in connection with this Agreement.
- 7.4 Upon the termination or expiration of this Agreement, the Receiving Party shall retain and destroy the other parties' Confidential Information in accordance with applicable law and the Receiving Party's records retention and destruction policies.
- 7.5 With respect to Amtrak Confidential Information, Atrii shall:
- (a) keep the Confidential Information confidential and secure in accordance with **Section 8 - Security of Confidential Information** of this Agreement and industry practices;
 - (b) treat all Payment Related Information in accordance with the requirements of the PCI DSS and other applicable requirements or standards promulgated by the PCI SSC, as further described in **Section 8 - Security of Confidential Information** of this Agreement;
 - (c) implement and maintain commercially reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable authentication, access controls, virus protection and intrusion

detection practices and procedures in accordance with **Section 8 – Security of Confidential Information** of this Agreement; and

- (d) ensure that any person with access to the Confidential Information agrees in writing to follow the Confidentiality provisions of this Agreement (including but not limited to **Section 7 – Confidentiality** and **Section 8 – Security of Confidential Information**) and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential. Atrii shall not provide any Amtrak customer or prospective customer Non-Public Personal Information (as defined herein) to any third party without Amtrak's express written approval. Furthermore, Atrii must make such sharing agreement in writing and ensure that the third party has security processes and procedures adequate to comply with its obligations both thereunder and under applicable laws. "Non-Public Personal Information" means (1) personally identifiable information and/or (2) any list, description, or other grouping of customers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.
- (e) Without limiting the foregoing, in the event of an actual or suspected information security breach of the Atrii System that resulted in or may have resulted in a breach of the security of the data of any Amtrak customer or prospective customer whose Non-Public Personal Information or Payment Related Information is or may have been acquired or accessed by an unauthorized person or for unauthorized purposes, Atrii shall (1) immediately notify Amtrak of such actual or suspected breach; (2) consult with Amtrak regarding the appropriate response to each actual or suspected breach, and comply with Amtrak's requests related thereto; (3) be responsible for complying with all applicable laws requiring notification to customers whose Non-Public Personal Information or Payment Related Information was or may have been compromised due to the actual or suspected security breach, including mailing notice, if required, to the Amtrak customers or prospective customers at Atrii's sole expense; (4) comply with such other requirements related to the investigation and remediation of the actual or suspected information security breach as Amtrak may request; and (5) obtain a new PCI-DSS certification from a security assessor approved by the payment card networks. In addition, Atrii shall provide affected customers with one (1) year of complimentary access to credit monitoring services, credit protection services, credit fraud alerts, or similar services. Atrii shall consult with and obtain approval from Amtrak regarding the content of any notice of a security breach to be provided to Amtrak customers or prospective customers and regarding credit monitoring and/or related services to be provided. In advance of mailing any such notice, and as between the parties, Amtrak, at its election, shall make the final determination of the content of any such notice.

7.6 The restrictions on disclosure of Confidential Information in this **Section 7 – Confidentiality** shall not apply to information that:

- (a) is already rightfully known to the Receiving Party, wholly apart from this Agreement as shown by the Receiving Party's written records, at the time it obtains Confidential Information from the Disclosing Party;
- (b) at the time of the disclosure is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations;
- (c) is lawfully received by the Receiving Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement;
- (d) is contained in, or is capable of being discovered solely through examination of publicly available records or products;
- (e) is required to be disclosed by applicable law, regulation, valid court order, government agency order, for law enforcement purposes, or by a self-regulatory body, provided that (1) if possible, the Receiving Party shall promptly notify the Disclosing Party of any such requirement prior to disclosure to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent or limit that disclosure; and (2) Confidential Information of the Disclosing Party must only be disclosed to the extent required; or
- (f) is developed by the Receiving Party without the use of any Confidential Information provided by the Disclosing Party under this Agreement, as demonstrated by the written records of the Receiving Party.

8. Security of Confidential Information

- 8.1 Atrii and Amtrak shall at all times maintain physical, electronic, administrative and procedural security measures sufficient to protect all Confidential Information from both internal and external threats and sufficient to comply with all applicable local, state and federal laws concerning the security of such data.
- 8.2 Atrii acknowledges that it and its employees, agents and subcontractors are responsible for complying with, and shall at all times comply with and ensure that the System and Link comply with, the Payment Card Industry Data Security Standard ("PCI-DSS"), any other applicable requirements or standards promulgated by the Payment Card Industry Security Standards Council (the "PCI SSC") and other information security requirements promulgated by the payment card networks (including those whose payment card products are identified on **Attachment 2 – Payment Cards Accepted** attached hereto). Atrii must, at all times during the term of this Agreement, protect the security and confidentiality of Payment Related Information and shall obtain, retain, and renew, as

appropriate, its certification of compliance with the PCI-DSS. Atrix shall provide Amtrak with a copy of its current PCI-DSS Attestation of Compliance letter and copies of related annual audit results upon the Effective Date of this Agreement and on each anniversary date thereof for the duration of this Agreement.

- 8.3 Atrix shall maintain an adequate information security policy and provide Amtrak with a copy of the current policy upon the Effective Date of this Agreement. During the term of this Agreement, Atrix shall provide Amtrak timely updates and revisions thereto.
- 8.4 Atrix shall maintain and enforce safety and physical security procedures with respect to its access and maintenance and disposal of Confidential Information that:
- (a) in the case of Payment Related Information, meets or exceeds PCI requirements for safety and physical security for Payment Related Information; and
 - (b) provides appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Confidential Information under this Agreement.

Without limiting the generality of the foregoing, Atrix shall take all commercially reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to access or modify its systems or the information found therein. Atrix shall regularly test its systems for potential areas where "hackers" and others could breach security, such testing to be conducted on at least a quarterly basis. Atrix agrees to advise Amtrak immediately by telephone and in writing via facsimile of any actual or suspected security breach that may have compromised any Confidential Information, or of any actual or suspected unauthorized misappropriation, disclosure, access to or use by any person of the Confidential Information or Payment Related Information, which may come to Atrix' attention. Atrix shall take all steps and employ its best and most diligent efforts to remedy such breach of security or unauthorized access in a timely manner and to deliver to Amtrak a root cause assessment and future, incident-mitigation plan with regard to any breach of security or unauthorized access affecting Confidential Information or Payment Related Information.

- 8.5 Atrix must store all Confidential Information in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to these general standards, Atrix shall maintain an appropriate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Atrix shall maintain an

adequate level of data security controls, including, but not limited to, those set forth in Attachment 7 – Data Security Controls. Amtrak may revise the data security controls at any time upon written notice to Atriiis, giving at least thirty (30) days advance notice when possible and/or practical.

- 8.6 Atriiis shall maintain and implement disaster recovery and avoidance procedures and backup procedures as it relates to Confidential Information. Atriiis shall provide Amtrak with an opportunity to review at Atriiis' premises its current disaster recovery and avoidance plan and backup procedures and all updates thereto upon reasonable notice at a mutually convenient time during business hours. Atriiis shall review and update, as necessary, its disaster recovery and avoidance plan and backup procedures based on the respective recovery priority of each business unit. If Atriiis performs any audit with regard to its disaster recovery and avoidance plan and backup procedures (e.g., ISO 9000), Atriiis shall make the results of that audit available to Amtrak's information security director for on-site review upon reasonable notice at a mutually convenient time during business hours. Amtrak may elect, at its option, to conduct onsite reviews of Atriiis' facilities for, among other things, assessing disaster recovery preparedness and backup procedures.

9. Records and Audit

- 9.1 Atriiis acknowledges and agrees that Amtrak's Office of Inspector General ("OIG") may inspect, copy and/or audit Atriiis' data and records (in hard copy and/or electronic format) related in to the Agreement, including without limitation, all data and records relating to: (a) support for any proposal, change order, or request for equitable adjustment submitted to Amtrak by Atriiis; (b) Agreement compliance and performance, including any work or deliverables in progress; (c) compliance with applicable provisions of Amtrak's federal grant, regulations and statutes; and (d) support for all direct and indirect costs or prices charged to Amtrak.
- 9.2 Atriiis agrees to maintain all such data and records throughout the term of the Agreement and until three (3) years after final payment under the Agreement, and agrees to cooperate with all audit activities.
- 9.3 In connection with audit and inspection activities, Amtrak OIG shall be afforded, upon request at a mutually convenient time during business hours; (a) access to Atriiis' facilities and to Agreement work or deliverables in progress; (b) the opportunity to interview Atriiis' employees concerning any matter relating to the Agreement; and (c) adequate and appropriate workspace.
- 9.4 Atriiis agrees to reimburse Amtrak, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by Amtrak in the course of post-audit negotiations with Atriiis.

9.5 Atrius shall include the provisions of this clause in every subcontract or purchase order (b)(4) as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders

(b)(4) Atrius shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.

9.6 Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

10. Notices

Each party must provide any notice, request, demand or other communication required or permitted hereunder in writing and in reference to this Agreement. The following constitutes proper notice: (a) personal delivery; (b) delivery by registered or certified mail, return receipt requested and acknowledged, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. Each party agrees to send all notices to the addresses set forth in **Attachment 6 – Contacts**, which either party may change by providing proper notice to the party hereunder.

11. Indemnification and Limitation of Liability

11.1 Each party (as the "Indemnifying Party") agrees to defend and indemnify the other party (as the "Indemnified Party") and its officers, directors, employees, agents, servants, contractors, subcontractors, successors, assigns and subsidiaries and their respective successors, assigns and personal representatives (collectively "Indemnified Parties"), from and against any third party claims, losses, liabilities, fines, penalties, actions, damages, costs and expenses whatsoever (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, have responsibility for or pay arising out of or related to:

- (a) any act or failure to act by the Indemnifying Party and/or its directors, officers, employees, agents, subcontractors, servants, or any other person acting for or on behalf of the Indemnifying Party;
- (b) the Indemnifying Party's breach of any term of this Agreement;
- (c) any actual or claimed infringement or misappropriation of third-party intellectual property right(s) by the Indemnifying Party; and/or
- (d) the Indemnifying Party's breach of any contract, promise or undertaking with or to any third party and related to this Agreement.

The Indemnified Parties shall promptly notify the Indemnifying Party in writing within a reasonable time after notice of any such Claim.

- 11.2 The Indemnifying Party shall have the discretion to settle any such Claim, provided that, if any settlement requires an obligation of any of the Indemnified Parties, then such settlement shall require the applicable Indemnified Party's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned.
- 11.3 The Indemnifying Party shall keep the Indemnified Parties advised of the status of any such Claim and of its defense and/or negotiation efforts. The Indemnified Parties shall have the option to participate in such action at their own expense.
- 11.4 The existence of any insurance policy procured or maintained by Atriis or any limitation on the amount or type of damages, compensation or benefits payable by or for Atriis or any subcontractor shall not limit the indemnification obligations under this Section.
- 11.5 Except for each party's indemnification obligations herein, to the extent permitted by law, neither party or its affiliates, and their respective officers, agents and employees (collectively, its "representatives") shall be liable to the other party or any third party for any indirect, exemplary, incidental, or consequential damages, however caused, whether based in contract, tort (including negligence) or any other theory of liability, even if such party or its representatives have been advised of the possibility of such damages or even if any such loss or damages were reasonably foreseeable.

12. Injunctive Relief

Each party acknowledges that the breach of any provision of **Section 3 – Advertising, Marketing and Promotion** (excluding Section 3.1); **Section 7 – Confidentiality**; or **Section 8 – Security of Confidential Information** may cause irreparable injury to the other party, and agrees that the other party shall have the right to seek temporary, preliminary and permanent injunctive relief, without the necessity of proving actual damages or posting a bond, to prevent any such breach.

13. Representation and Warranties

- 13.1 Atriis represents and warrants that it shall perform its responsibilities under this Agreement with promptness and diligence and in a professional manner, in accordance with best practices and highest industry standards. Atriis shall use commercially reasonable efforts to ensure that Its Distribution Products does not contain or pass to Amtrak any malware, spyware or adware software code. Atriis and Amtrak shall each handle all customer inquiries and complaints that

each party is responsible for in a prompt, courteous and diligent manner. Atrii shall cooperate with Amtrak to deal appropriately with any customer complaint.

- 13.2 Each party represents and warrants that it knows of no circumstances that would materially impede its ability to perform under this Agreement and shall promptly notify the other party in writing if it acquires knowledge of any circumstances that would materially impede its ability to perform under this Agreement. Without limiting the foregoing, Atrii represents and warrants that it shall immediately notify Amtrak of: (a) any change in its ownership or control; and/or (b) its involvement in any actual or threatened major litigation.
- 13.3 Each party represents and warrants to the other that it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- 13.4 Each party represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with all applicable local, state, federal and foreign laws, rules and regulations.
- 13.5 Each party represents and warrants that it is not the subject of any litigation initiated by any credit card association or credit-card processor with respect to its acceptance of credit card payments on behalf of itself or any other merchant. Atrii represents and warrants that no agreements, injunctions, restrictions or otherwise exist which may prohibit it from performing its obligations under this Agreement either by statute, rule, regulation, agreement or otherwise.
- 13.6 Each party represents and warrants that its advertising, marketing and promotional materials, including Atrii websites, other web space that Atrii controls and the content and other information contained or referred to therein will not:
- (a) constitute libel, defamation, false or illegal advertising;
 - (b) constitute an invasion of privacy or a violation of the rights to publicity of any third party;
 - (c) infringe any patent, copyright or trademark;
 - (d) contain, link or refer to any offensive or indecent information of any kind;
 - (e) contain any information that could be deemed proprietary, except proprietary information owned by or licensed to Atrii for use therein or therewith (other than trade name(s), trademarks, service marks, or any comparable intellectual property rights); or

- (f) suggest or state that Atriiis and Amtrak have any relationship as agents for one another, as partners, as joint venturers or similar relationship, except as expressly provided herein.

If Atriiis becomes aware of any claim, allegation or notification that the foregoing warranties have been breached, Atriiis shall promptly notify Amtrak.

- 13.7 Except as otherwise provided herein, each party makes no other warranties, either express or implied, under this Agreement and Amtrak hereby disclaims all implied warranties, including any warranties regarding fitness for a particular purpose, merchantability or noninfringement. Atriiis disclaims any warranty that the Atriiis System or Link will operate error-free or uninterrupted. Amtrak disclaims any warranty that Amtrak Web Services or Arrow will operate error-free or uninterrupted.

14. Insurance

- 14.1 Atriiis shall procure and maintain, at its own cost and expense, continuously during the term of this Agreement, and to the extent it carries any insurance on a "claims-made," "claims-reported," or "occurrences-reported" basis for three (3) years beyond the term of this Agreement, the types of insurance specified below:

- (a) Commercial General Liability Insurance. A policy issued to and covering liability imposed upon Atriiis arising out of Atriiis' premises or operations or the services to be performed and/or planned and those of any subcontractors or agents and all obligations assumed by Atriiis under the terms of this Agreement. The policy must include products/completed operations liability, independent contractors liability, contractual liability, personal injury liability and advertising liability coverages. The policy must name National Railroad Passenger Corporation as an additional insured with respect to Atriiis' premises, operations and services, and the policy shall contain a waiver of subrogation against National Railroad Passenger Corporation, its subsidiaries and their directors, officers, employees, and agents. Coverage under this policy, or policies, shall have a limit of liability of (b)(4)

(b)(4)

- (b) Cyber Privacy Insurance. A policy that shall include coverage for loss, disclosure and theft of data in any form; system failure; network security failure, including but not limited to, social engineering, phishing, ransomware, denial of service attacks and transmission of malicious code. Coverage shall include regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage under the policy shall extend to actual or alleged acts, errors or omissions committed by Atriiis or its agents, subcontractors, independent contractors or employees and will include Dishonesty of Employees coverage. Additionally,

such policy shall cover consequential or vicarious liabilities and direct losses. This policy shall have the "Insured v. Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the Named Insured. Such policy shall cover consequential or vicarious liabilities and direct losses for the wrongful acts or failures of Atrii. The "Insured v. Insured" exclusion under the policy shall be amended to allow an Additional Insured to bring a claim against the Named Insured.

Required Insurance:

(b)(4)

If Cyber Privacy Insurance is written on a claims-made basis, then in addition to the coverage requirements above: (1) the policy retroactive date coincides with or precedes Contractor's start of contract services (including subsequent policies purchased as renewals or replacements); (2) the policy will allow for the reporting of circumstances or incidents that might give rise to future claims; (3) Contractor will use its best efforts to maintain similar insurance under the same terms and conditions for at least two years following completion of the services under the contract; and (4) if insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least one year to report claims arising from services performed in connection with the Contract.

- 14.2 Atrii shall submit to Amtrak a certificate of insurance giving evidence of the required coverages prior to the Effective Date of this Agreement. Atrii shall continue to submit certificates of insurance during the term of this Agreement for those policies to which Section 18 – Survival applies, as often as needed to reflect any material changes in, or renewal or replacement of, the required coverages.
- 14.3 Atrii shall procure all insurance from insurers which: (a) Amtrak reasonably deems acceptable; (b) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the Effective Date of this Agreement, and subsequently in effect at the time of renewal of any policies required hereunder; and (c) agree to give Amtrak thirty (30) days advance written notice of cancellation, non-renewal, or material change in coverage.

15. Survival

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The following provisions shall survive expiration or termination of this Agreement: Section 3 – Advertising, Marketing and Promotion (excluding Section 3.1); Section 7 – Confidentiality; Section 8 – Security of Confidential Information; Section 9 – Records and Audit; Section 10 – Notices; Section 11 – Indemnification; Section 14 – Insurance; Section 15 – Survival; Section 22 – Governing Law, Jurisdiction and Venue; and any other provision reasonably understood to survive termination or expiration of this Agreement.

16. Assignment

Atrii shall not assign, delegate or otherwise transfer this Agreement or any right or obligation hereunder (whether by express transfer, operation of law or otherwise) without the prior written consent of Amtrak. Notwithstanding the foregoing, Atrii may delegate the performance of certain obligations to certain third party contractors, provided that Atrii gives Amtrak thirty (30) days' written notice of the proposed delegation and Atrii controls the delivery of such obligations to Amtrak and remains responsible to Amtrak for the delivery of such obligations. Any attempted or purported assignment or other transfer not complying with the foregoing will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the parties.

17. Modifications

Except as otherwise expressly provided herein, any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the authorized representatives of both parties.

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18. Headings

The various section headings exist for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

19. Severability

Subject to **Section 22 – Governing Law, Jurisdiction and Venue**, if any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, such determination shall not affect, impair or invalidate any other provision hereof.

20. Construction

All parties drafted this Agreement and, in the event of a dispute, no party hereto may attempt to construe any provision against any other party by claiming that one particular party drafted it.

21. No Waiver

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement constitutes a waiver of such term, right or condition. No waiver or breach of any provision of this Agreement constitutes a waiver of any subsequent breach of the same or any other provision.

22. Governing Law, Jurisdiction and Venue

Each party agrees to execute and interpret this Agreement in accordance with and subject to the internal laws of the District of Columbia, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the District of Columbia. Each party agrees to commence any legal suit, action or proceeding arising out of or relating to this Agreement in the United States District Court for the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction and venue of such court in such suit, action or proceeding.

23. Compliance with Laws

Each party, its directors, officers, employees, agents and subcontractors shall comply with all applicable local, state, federal and foreign laws, rules and regulations enacted by duly constituted governmental bodies. Atrius hereby agrees to notify Amtrak in writing within a reasonable time after receiving notice of any failure to or allegation of a failure to comply with the applicable laws. Atrius must defend, indemnify and hold harmless Amtrak from and against any loss, damage, expense or other harm or liability incurred or suffered by Amtrak due to any failure by Atrius, any of its directors, officers, employees, agents or subcontractors to comply with such laws, rules, or regulations.

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23. Compliance with Laws

Each party, its directors, officers, employees, agents and subcontractors shall comply with all applicable local, state, federal and foreign laws, rules and regulations enacted by duly constituted governmental bodies. Atrix hereby agrees to notify Amtrak in writing within a reasonable time after receiving notice of any failure to or allegation of a failure to comply with the applicable laws. Atrix must defend, indemnify and hold harmless Amtrak from and against any loss, damage, expense or other harm or liability incurred or suffered by Amtrak due to any failure by Atrix, any of its directors, officers, employees, agents or subcontractors to comply with such laws, rules, or regulations.

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24. Relationship of the Parties

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, agency or employment relationship between Amtrak and Atrii. Nothing contained herein or in any agreement between Atrii and any agent or subcontractor shall create (a) any contractual relationship between Amtrak and such agent or subcontractor or (b) any third-party beneficiary rights in any such agent or subcontractor. The terms agent, subcontractor and independent contractor as used throughout this Agreement do not include travel agents and tour operators.

25. Force Majeure

Neither party has any responsibility or liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, acts of terrorism, war, and acts of civil and military authorities, provided that such party gives the other party prompt written notice of its failure to perform and the reason therefore and employs its reasonable efforts to limit the resulting delay in performance. If either party fails to perform any of its obligations under this Agreement due to a Force Majeure condition, as defined in this Section, for sixty (60) successive days, the other party has the right to terminate this Agreement immediately upon written notice.

26. Entire Agreement

This Agreement, and any attachments and exhibits thereto, contain the entire understanding of the parties with respect to the subject matter of this Agreement and merges and supersedes all prior and contemporaneous agreements and understandings between the parties, whether oral or written, with respect to the subject matter of this Agreement. All attachments are incorporated by reference and made a part of this Agreement.

29. Facsimile Signatures Acceptable

This Agreement may be executed by facsimile in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

SIGNATURE PAGE TO FOLLOW

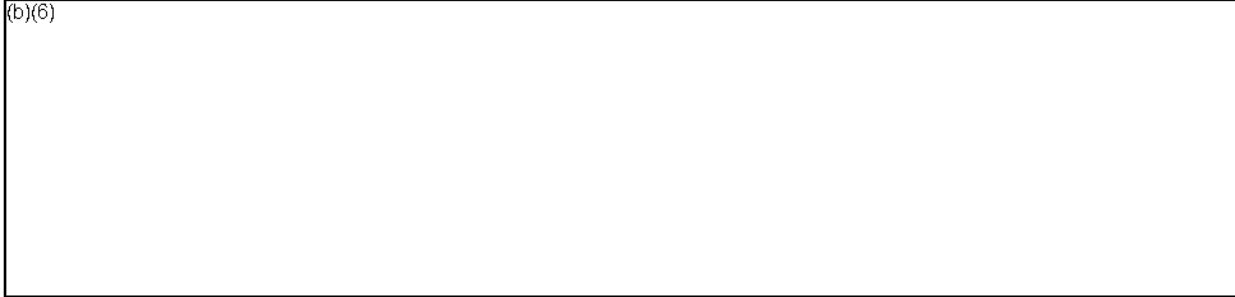
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IN WITNESS WHEREOF, Amtrak and Atrius have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

**NATIONAL RAILROAD PASSENGER
CORPORATION**

ATRIUS LLC

(b)(6)



ATTACHMENT I - AMTRAK PRODUCTS

Train Name	Train Number
Acela	2100-2300
Capitol Limited	29, 30
Cardinal	50, 51
Crescent	19, 20
Downeaster	678-689
Lake Shore Limited	48, 49 447, 448, 449
Northeast Regional	66, 67, 71 82 - 88 93-99 110 - 198
Silver Service	97, 98 91, 92 89, 90
City of New Orleans	58, 59
Texas Eagle	21, 22 421, 422
California Zephyr	5, 6
Cascades	500-517
Coast Starlight	11, 14
Empire Builder	7, 8, 27, 28 807, 808
Southwest Chief	3, 4
Sunset Limited	1, 2
Capitol Corridor	518 - 553 720 - 751
Carolinnian / Piedmont	73 - 76 79, 80
Empire Service	230 - 288
Ethan Allen Express	290 - 296
Heartland Flyer	821, 822
Hiawatha	329 - 342

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Train Name	Train Number
Hoosier State	850, 851
Illinois Service	380 - 385 393, 393
Keystone	600 - 674
Lincoln Service	300 - 309
Missouri River Runner	311 - 316
Pacific Surfliner	562 - 599 761 - 796
Palmetto	89, 90
Pennsylvanian	42, 43
San Joaquin	701 - 718
Vermont	54 - 57
Wolverine	350 - 359
Blue Water	364 - 365
Pere Marquette	370 - 373

The Amtrak Product information shall include (a) passenger types fare categories - Adult, Senior (62+), Child, Infant, and Military Adult and (b) membership program fare discounts - AAA Adult and Child, NARP, and Veterans Advantage.

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ATTACHMENT 2 – PAYMENT CARDS ACCEPTED

Visa

MasterCard

American Express

Discover Card (NOT including Discover Partners of JCB, China Union Pay, Diners Club International, BC Card (South Korean Card), Dina Card (Serbian Card)).

UATP (Universal Air Travel Plan)

Amtrak does NOT accept any PIN based PIN Debit Cards of any brand. However If a PIN debit card from one of the brands above can also function as a credit card (Signature Based) Amtrak can accept it.

ATTACHMENT 3 – AMTRAK WEB SERVICES INTERFACE SPECIFICATIONS

To interface with Amtrak Web Services, Atritis must satisfy the technical requirements on the attached document.

ATTACHMENT 4 – AMTRAK WEB SERVICES TERMS OF USE

1. Amtrak Web Services user, Atriiis, will utilize standard Web Services Security as defined by Oasis in the WS Security 1.1 specification when required for a particular web service. Currently, Amtrak requires and is using SSL (client and server certificates) for transport layer security. Production certificates must be issued by a known signing authority. Both parties will work together to ensure that all information exchanged is safe and secure. Atriiis must immediately implement, employ and support such other security features as requested by Amtrak.
2. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations that may appear as possible security attacks or breaches and DOS (Denial of Service) attacks, provided that Amtrak will reasonably cooperate with Atriiis with respect to such investigation and not unreasonably withhold or delay such access.
3. In the event Amtrak Web Services monitoring reveals workloads exceeding the agreed upon volumes, or in situations where optimal performance of the Amtrak computer system is being jeopardized and measures taken by Atriiis to reduce the number of web service calls back to acceptable levels are not effective, Amtrak reserves the right to limit (throttle), disable and/or suspend access to Amtrak Web Services. Amtrak agrees to cooperate with Atriiis in an effort to investigate alternate processing methods that return workload back within optimal performance limits.
4. In the event Amtrak Web Services monitoring reveals volumes exceeding the agreed upon transaction rates, Atriiis will be notified and must promptly take measures to fallback any changes that have caused unacceptable impacts. Atriiis must respond with corrective action within timeframes agreed to by Amtrak, in an effort to ensure workload returns to the acceptable benchmarks. Amtrak reserves the right to limit (throttle), disable and/or suspend access to Amtrak Web Services, in the interest of preserving Amtrak computer system optimal performance, while Atriiis explores necessary alternatives. Any/all corrective measures, timeframe extensions, or service limitations/suspension adjustments must be mutually agreed upon, on a case-by-case basis, and must be signed-off by Amtrak.
5. Upon execution of the underlying Agreement, Amtrak and Atriiis Contract Coordinators will promptly meet to review the web service(s) request/response data that will be used by Atriiis from Amtrak. Atriiis will register to use those web services by providing the information for connectivity to Amtrak Web Services Test and Production environments (refer to the *Amtrak Web Services Registration Document*).
6. Atriiis must promptly conduct a regression test against new releases and versions of Amtrak Web Services against the Amtrak Web Services QA test environment within 30 calendar days of their release to that environment or a mutually-agreed upon date. Atriiis must use the new release and version in production within 90 days of production release or a mutually-agreed upon date.

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7. Atriiis must provide a support contact, reachable 24X7, to assist with issues related to Atriiis' activities and/or to notify Atriiis of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window).
8. In the event that the new release or version of Amtrak Web Services requires a change to Atriiis' processing code, Atriiis may either perform such changes to enable Atriiis to use the new release or version within the 90-day period or terminate the Agreement; this 90-day period is subject to extension in case Atriiis has issues with changing their processing code. Extensions to the 90-day period will be mutually agreed on, on a case-by-case basis, but will not exceed more than an additional 60 days.
9. Atriiis must conduct all testing against the test environment and not the production environment. Atriiis shall send web services requests using a secure Internet connection. There will be no leased lines or VPN connections. Secured Internet connections will be used in development/QA test, QA staging and production. The Atriiis application must be configurable to accommodate changes in the URL of the Amtrak web service. The URL of the web service should not be hard coded in the application.
10. Atriiis must pre-arrange all load-testing against Amtrak Web Services with Amtrak Application Testing group. Load testing will be allowed only in the web services staging environment.
11. Atriiis must inform Amtrak of their implementation schedule. Atriiis must keep Amtrak informed of any business changes (i.e. adding corporate accounts, train schedules or extending features) that could drive an increase in transaction volumes, so that necessary preparations can be made to support the changes. In the event that there are changes to Atriiis' business, whether considered a direct impact to Amtrak or non-impacting to Amtrak (i.e. changes made to address another carrier) Atriiis will be required to conduct regression testing against Amtrak Web Services; testing is required for any/all enhancements made, and Atriiis must pre-arrange such regression test efforts with the Amtrak Application Testing group.
12. Atriiis must adhere to guidelines provided by Amtrak in managing transaction workload volumes deemed acceptable by Amtrak. Using the Estimated Transaction Volumes and Estimated Growth figures from the Amtrak Web Services Registration document provided by Amtrak, Atriiis agrees to actively manage transaction workload.
13. Atriiis agrees to work with Amtrak in a cooperative effort to address transaction workload concerns when transaction volumes exceed estimates from the Amtrak Web Services Registration document, or if the above benchmarks are not being met, or as determined by Amtrak.
14. Atriiis agrees to strictly restrict sales to the specific routes authorized by Amtrak. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations where it is determined Atriiis is operating outside of these specific authorized routes.

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15. Atriiis shall recognize Amtrak's 24x7 production system availability, which excludes a bi-monthly maintenance service outage window on Sunday from 3:00 a.m. to 6:00 a.m. U.S. ET. Amtrak reserves the right to extend the maintenance service outage window. Amtrak will provide Atriiis a three (3) days' advance notice when possible.
16. Atriiis must adhere to Amtrak's hours of test system availability, normally during core business hours, Monday through Friday, 8:30 a.m. to 5 p.m. U.S. ET. Test systems are not available on Wednesday 8 p.m. to Thursday 8:30 a.m. Atriiis may have access to test systems at other times; however, Amtrak staff cannot support them. With prior arrangement, Atriiis may access a supported test system outside core business hours.

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ATTACHMENT 5 – LICENSED MARKS



B2B-Program-Image
s.zip

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ATTACHMENT 6- CONTACTS

Any notices, reports, or other information required under this Agreement, should be sent to the addresses set forth below. Either party can change the contact representatives upon ten (10) days prior written notice.

If to Amtrak:

Contract and Program Representative:

(b)(6)

Marketing Representative:

(b)(6)

Technical Representative:

(b)(6)

If to Atrius:

Contract, Marketing and Program Representative:

(b)(6)

AM

(b)(6)

Technical Representative:

(b)(6)

ATTACHMENT 7 - DATA SECURITY

1. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations that may appear as possible DoS (Denial of Service) attacks.
2. Atriiis must implement measures to ensure that Atriiis' applications/systems shall only allow access to those who are authorized to use the applications or systems.
3. Atriiis must ensure that access to resources required for the development, design and operation of Atriiis' processing code is based on authenticated Atriiis identification.
4. Atriiis must ensure that all data files, databases, etc. associated with Atriiis' processing code, applications and systems are protected against unauthorized access.
5. Atriiis must ensure that Atriiis' applications, systems and processing code generate a security audit trail that contains information sufficient for investigation of loss or impropriety. Atriiis must ensure that at a minimum, logs record all security relevant events, including the Atriiis ID associated with the events. Atriiis will ensure that Log events include information regarding (a) Invalid Atriiis authentication attempts, (b) Logons and activities of privileged Atriiis, e.g., System Administrators, (c) Unsuccessful data or transaction access attempts, (d) Successful accesses of security-critical resources (e.g., security logs, security commands), (e) Changes to security profiles, privileges or attributes, (f) Changes to access rights of resources and (g) Changes to the system security configuration
6. Atriiis agrees to maintain and implement disaster recovery and avoidance procedures to ensure that Atriiis' operation can be restored to normal operation in the event of the loss of data files, hardware or the processing facility itself. Atriiis agrees that a disaster recovery plan and/or procedures will be developed, documented and maintained, outlining the steps required to restore Atriiis' application/system in the event of a disaster. Atriiis agrees that Atriiis' disaster recovery plan and/or procedures will be tested at least annually and that results of disaster recovery tests will be available to Amtrak at Amtrak's request.
7. Atriiis agrees to monitor security threat and attack trends and assess how they affect Atriiis' applications and systems. Atriiis agrees to patch all vulnerable versions of Atriiis' software (including versions for multiple platforms) when vulnerabilities impacting Atriiis' applications and systems are identified.
8. Atriiis must provide a support contact, reachable 24/7, to assist with issues related to Atriiis' activities and/or to notify Atriiis of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window).

AM

National Railroad Passenger Corporation
60 Massachusetts Avenue
N.E. Washington D.C. 20002
USA

25 November 2015

Dear Sirs,

Re: Travelport Agreement between National Railroad Passenger Corporation (“Armtrak”) (1) and Travelport LP (2) and Travelport Global Distribution System BV (3) dated 17 June 2013 (“Agreement”)

We would like to notify you of a change taking effect next year.

Change in Travelport corporate structure

The Travelport group has restructured its operational entities and effective as of 1 January 2016, the international operations of Travelport Global Distribution System B.V (“TGDSBV”) will be transferred to Travelport International Operations Limited (“TIOL”).

As part of this restructuring, your agreements with TGDSBV (the “Agreements”) will be assigned from TGDSBV to TIOL, with TIOL agreeing to assume all of TGDSBV’s responsibilities under the Agreement. The parties to these Agreements will not be changed in any other respect.

Therefore, as of 1 January 2016, all notices relating to your Agreement should be sent to:

Travelport International Operations Limited
Axis One, Axis Park,
10 Hurricane Way,
Langley Berkshire,
SL3 8AG, UK
Attention: Legal Department

Key points to note

1. TIOL is incorporated in the United Kingdom under the provisions of the Companies Act 2006.
2. TIOL is registered for VAT in the UK and the VAT number for the company is **221 6779 06**.
3. From 1 January 2016 and until otherwise notified, all payments under the Agreements should be made to TIOL. Bank account details for the company will be communicated to you in due course.
4. Invoicing changes that may be required as a result of the assignment will be communicated to you in due course.
5. VAT changes
 - i. Following the above change, those parties domiciled in the Netherlands will no longer be charged Dutch VAT for services provided by TIOL under the Agreements. From 1 January 2016, services will be subject to 0% UK VAT (under the European

Travelport Global Distribution System B.V.
Registered office address: Taurusavenue 33A - 2132 LS Hoofddorp - Nederland
Postal address: P.O. Box 3064 - 2130 KB Hoofddorp
telefoon + 31 (0)23 5675333
fax +31 (0)23 5675332

Handelsregister K.V.K. Amsterdam Nr. 34074914 • BTWnr. NL 0092 351 52 B01
Bankrelatie: Bank of America Amsterdam – Rekeningnummer 26.65.25.547

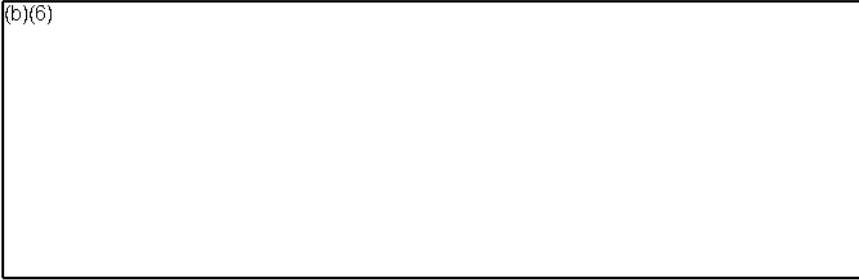
Council Directive 2008/8/EC, Article 44) and those parties will be obliged to self-account for Dutch VAT due on the services under the Reverse Charge Procedure.

- ii. Following the above change, those parties domiciled in the UK will be charged UK VAT for services provided by TIOL under the Agreements at the standard rate.

If you have any questions or concerns regarding this matter, please contact your Travelport account representative.

Yours sincerely

(b)(6)



Amendment No. 1

This Amendment No. 1 (the "Amendment") to the Sabre Rail Associate Distribution and Services Agreement dated December 10, 2015 (the "Agreement"), and as subsequently amended, is entered into by and between National Railroad Passenger Corporation ("Associate") and Sabre GLOB Inc. f/k/a Sabre Inc. ("Sabre") (collectively, the "Parties").

For good and valuable consideration, the Parties agree as follows:

1. This Amendment is effective as of December 11, 2018 (the "2018 Effective Date").
2. The Agreement is amended as of the 2018 Effective Date as follows:
 - 2.1 Section 9 of the Principal Agreement shall be amended and replaced with the following:

The term of the Principal Agreement is amended to provide that: (i) the Principal Agreement remains in effect for a period of one (1) year from the 2018 Effective Date (the "**Extended Term**"). This Agreement continues in effect after the Extended Term until terminated by either party, upon at least ninety (90) days prior written notice to the other party unless terminated earlier in accordance herewith.
3. **Counterparts.** This Amendment may be executed in counterparts by the Parties, each of which are deemed to be an original, but all counterparts shall together constitute one and the same document. Signatures may be exchanged by facsimile or email. Each Party is bound by its own facsimile or electronic or scanned signature and accepts the facsimile or electronic or scanned signature of the other Party.
4. **Governing Law.** This Amendment is governed by and construed in accordance with laws of the United States and the District of Columbia without regard to its conflict of laws rules. Each party hereby consents to the non-exclusive jurisdiction of the courts of the District of Columbia and the United States District Court for the District of Columbia in any dispute arising out of this Amendment. The United Nations Convention on the International Sales of Goods is specifically excluded from this Amendment.
5. **Entire Agreement.** This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties with respect to the subject matter hereof. Except for the terms in this Amendment, all other terms and conditions of the Agreement and all rights and liabilities accruing before the 2018 Effective Date shall remain unaffected. To the extent that there is any inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment will prevail.
6. **Construction.** The Parties acknowledge that this Amendment and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. The Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
7. **Confidentiality.** The terms and conditions of this Amendment will be held strictly confidential, and neither Party will disclose the same to any Person, except its directors, officers, employees, auditors, lawyers and agents, provided that a Party will be liable for any failure of any such Person to hold the terms of this Amendment strictly confidential, unless, and except to the extent, a Party is required to disclose the terms and conditions of this Amendment by lawful demand or subpoena from a court or a governmental agency, or applicable laws or regulations. In such an event, each Party agrees to notify the other as soon as possible so as to provide the other party reasonable time, under the circumstances, to object to, or seek to limit, the disclosure of the information. The obligations of a party under this paragraph do not apply to information that is or becomes publicly available other than as a result of a disclosure by that Party in breach of this Amendment.

National Railroad Passenger Corporation

Sabre GBLB Inc.

(b)(6)



GLOBAL SALES AND SERVICES AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
SILVERRAIL TECHNOLOGIES, INC.

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GLOBAL SALES AND SERVICES AGREEMENT

This Global Sales and Services Agreement ("Agreement") is entered into as of the 1st of April, 2014 ("Effective Date") by and between the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. § 24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), and SilverRail Technologies, Inc., a Delaware Company organized under the laws of Delaware, with its principal office located at 300 Trade Center, Suite 5500, Woburn, MA 01801 ("Company" Delaware).

1. Background

- 1.1 Amtrak, which provides nationwide passenger rail services in the United States, seeks to increase its sales in certain markets ("Territory").
- 1.2 The Company's SilverCore system provides corporate and leisure partners with the ability to integrate passenger rail into third party reservations systems, as well as its own customer facing interfaces. The SilverAgent platform, used by travel retailers, is for journey planning offering agents and bookers access to domestic and international rail content and reservations, online and offline.
- 1.3 Company and Amtrak desire to use Company's market knowledge and resources to market and sell select Amtrak products and services ("Amtrak Products") in the Territory.

2. Company Services and Connectivity to Amtrak Web Services

- 2.1 Company shall provide the services ("Company Services") set forth in **Attachment 1 – Company Services** in accordance with all requirements and time frames contained therein. The markets that Amtrak seeks to target with Company are set forth in **Attachment 2 – Territory**. Amtrak reserves the right, in its sole discretion, to modify **Attachment 2 – Territory** at any time to (a) add any market in which Company conducts its business or (b) remove any market by providing written notice of the changes to Company. Company shall modify its interface as necessary to incorporate and reflect changes to **Attachment 2 – Territory** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the interface, the parties shall use good faith efforts to agree upon the time period for such modification.
- 2.2 Company will be an authorized, non-exclusive seller of the Amtrak Products listed in **Attachment 3 – Amtrak Products** in the Territory. Amtrak reserves the right, in its sole discretion, to revise **Attachment 3 – Amtrak Products** at any time to add or remove any Amtrak Product(s) by providing written notice of the changes to Company. Company shall modify its interface as necessary to incorporate and reflect changes to **Attachment 3 – Amtrak Products** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the interface, the parties shall use good faith efforts to agree upon the time period for such modification.

- 2.3 In order for Company's reservation system (the "System") to connect to Amtrak's ticket reservation and booking engine, *Arrow*, and *Arrow's* web-interface application, *Amtrak Web Services*, Company must develop a connection to the System. Company shall develop and support the connection at its own cost and expense.
- 2.4 Company shall, at no cost to Amtrak, develop, implement, support and maintain the System, which will connect to *Arrow* and *Amtrak Web Services*. Amtrak shall provide reasonable assistance and cooperation, at Amtrak's sole discretion, to Company in the development, implementation, support and maintenance of the System, as well as in the on-going connectivity of the System to Amtrak Web Services. The technical requirements for interfacing with Amtrak Web Services are set forth in **Attachment 4 – Amtrak Web Services Interface Specification**. Amtrak reserves the right to revise **Attachment 4 – Amtrak Web Services Interface Specification** at any time by providing written notice to Company of such changes. . Company shall modify its interface as necessary to incorporate and reflect changes to **Attachment 4 – Amtrak Web Services Interface Specification** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the interface, the parties shall use good faith efforts to agree upon the time period for such modification. In the event of any inconsistencies between **Attachment 4 – Amtrak Web Services Interface Specification** and **Attachment 3 – Amtrak Products** regarding authorized Amtrak Products, **Attachment 3 – Amtrak Products** controls.
- 2.5 During the term of this Agreement, Company shall ensure that the System complies with Amtrak Web Services Terms of Use, set forth in **Attachment 5 – Amtrak Web Services Terms of Use**. Amtrak reserves the right to revise **Attachment 5 – Amtrak Web Services Terms of Use** at any time by providing written notice to Company of such changes. . Company shall modify its interface as necessary to incorporate and reflect changes to **Attachment 5 – Amtrak Web Services Terms of Use** within ninety (90) days of receiving written notice of such changes. If a longer time period is necessitated to modify the interface, the parties shall use good faith efforts to agree upon the time period for such modification.
- 2.6 Company agrees to immediately notify its agents and subcontractors of any changes made by Amtrak pursuant to this Section and to modify the System as necessary to incorporate and reflect the changes made to the relevant attachment within ninety (90) days of receiving written notice of such changes, except for certain circumstances that would reasonable require immediate change as determined by Amtrak. If a longer time period is necessitated to modify the interface, the parties shall use good faith efforts to agree upon the time period for such modification. Company shall comply at all times with Amtrak's then current ticket booking procedures, which Amtrak will specify from time to time. Amtrak shall strive to provide Company with thirty (30) days advance notice of any change to the ticket booking procedures.
- 2.7 Amtrak reserves the right, in its sole discretion, to prohibit the distribution, sale or resale of any or all Amtrak Products to any Company customer, agent or subcontractor upon reasonable written notice to Company. Company shall



modify the System as necessary to prohibit the offering of the specified Amtrak Product(s) to those Company customers, agents or subcontractors within five (5) days of receipt of such notice from Amtrak.

- 2.8 Company shall authorize Amtrak to access the System for the sole purpose of monitoring and ensuring compliance with this Agreement. For avoidance of doubt, Amtrak will not have access to customer information of customers who are not Amtrak customers. Only Amtrak employees and contractors may access the System. Amtrak may not access the System to print tickets and will not be allocated ticket stock. Company may revoke Amtrak's access to the System upon termination of the Agreement or upon any default by Amtrak.
- a) Company shall supply Amtrak with the necessary software required to access the System. Company shall provide such software components and documentation to Amtrak within a reasonable time after execution of this Amendment.
 - b) Company shall offer System training to Amtrak as reasonably necessary to ensure that Amtrak has at least one trained Amtrak employee operating the System.
 - c) Company shall provide Amtrak with System technical support through access to Company's technical support desk.

3. Payment and After Sales for Amtrak Products

- 3.1 At the time of booking a reservation for an Amtrak product sold pursuant to this Agreement, Company shall securely submit to Amtrak for payment a valid credit card which must be included in Amtrak's list of acceptable credit cards as per **Attachment 6 - Payment Cards Accepted**. Amtrak may revise **Attachment 6 – Payment Cards Accepted** upon thirty (30) days written notice, except for certain circumstances that require immediate change as determined by Amtrak. The parties may agree by amendment to this Agreement to have payment made "on account" by which Amtrak shall invoice Company on a monthly basis for bookings made during the previous month and Company shall pay the invoice amount as specified by Amtrak.
- 3.2 Company shall provide adequate communication to ensure that its customers will have access to appropriate customer support including, without limitation, providing its employees, agents and subcontractors appropriate training and maintaining call center and sales staff at adequate levels. Company will be responsible for all Amtrak-related after sales customer service issues arising from its obligations to the customer, including but not limited to customer complaints, ticket changes or refunds, as appropriate.

4. Company Compensation

Amtrak shall initially compensate Company as set forth in **Attachment 7 – Company Compensation**.



5. Advertising, Marketing and Promotion

- 5.1 Company shall jointly work with Amtrak on an annual marketing plan to promote the Amtrak booking process on the SilverRail website. The marketing plan will include promoting Amtrak at trade shows and SilverRail Field Marketing staff to Corporate accounts.
- 5.2 All advertising and promotional materials must contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by Amtrak.
- 5.3 To satisfactorily perform the duties and obligations set forth in this Agreement, Company may need to use certain service marks, trademarks, logos and trade names (collectively, "Marks") and copyrighted works owned by or licensed to Amtrak. Company agrees and acknowledges that its use of these Marks and copyrighted works exists pursuant to a royalty-free, nontransferable, nonexclusive license or sub-license. Company understands that it will not acquire any ownership interest in Amtrak's Marks or copyrighted works or have the right to use such Marks or copyrighted works other than for the sole purpose of performing its duties and obligations to Amtrak under this Agreement.
- 5.4 Company agrees to comply with all of Amtrak's instructions regarding the use of Marks and copyrighted works, including but not limited to the Amtrak Brand Guidelines. Company shall not use Amtrak's Marks or copyrighted works in any manner that does, threatens to or will likely diminish their value or harm the reputation of Amtrak.
- 5.5 Prior to publication, Amtrak will have the right to review and approve any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages or other communications or any other publicity published, distributed or displayed by Company or at its direction or authorization which uses Amtrak's Marks, name(s) or trade names or which otherwise refers to Amtrak Products or this Agreement (collectively referred to as "Advertising Materials"). Amtrak shall provide notice of its approval or rejection within a reasonable time frame of receipt of a request for its review.
- 5.6 Company shall submit Advertising Materials to Amtrak's representative listed in **Attachment 8 - Contacts**, which may be changed at any time upon written notice, at least thirty (30) days in advance for Amtrak's written approval.
- 5.7 Notwithstanding Amtrak's written approval of any Advertising Materials, upon Amtrak's written request, Company shall employ commercially reasonable efforts to cease publishing, distributing and/or displaying any Advertising Material immediately or within such other period as requested by Amtrak.

6. Contract and Program Administration

Each party shall designate a Contract and Program Representative who shall handle all issues related to this Agreement. Each party shall designate a Technical Representative who shall address technical issues related to this Agreement. Current contacts will be



listed in **Attachment 8 - Contacts**. Each party may change such representatives upon written notice to the other party.

7. Term and Termination

- 7.1 This Agreement shall commence on the Effective Date and continue until three (3) years ("Initial Term") unless terminated earlier pursuant to the terms herein; thereafter, either party may request to renew this Agreement for a successive twelve (12) month period (each, a "Renewal Term" and, together with the Initial Term, "Term") upon the other party's approval by providing notice to the other party within thirty (30) days prior to the end of the Term.
- 7.2 Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach, or such other time period if mutually agreed upon by the parties. In the event of an incurable breach the other party may terminate this Agreement upon ten (10) days written notice to the breaching party.
- 7.3 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, either party may terminate this Agreement immediately upon written notice, without providing opportunity to cure, upon the occurrence of any of the following:
- a) the filing of any petition by or against the other party under any chapter of the Bankruptcy Code, or other insolvency or bankruptcy act enacted by a duly constituted legislative body of government;
 - b) a dissolution and winding up of the other party's business;
 - c) an occurrence of a general assignment for the benefit of creditors of the other party; or
 - d) an appointment of a receiver or trustee to take possession of all or substantially all of the assets of the other party.
- 7.4 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice, without providing Company the opportunity to cure, if:
- a) Company, its directors, officers, employees, or agents commits any fraudulent act or makes any fraudulent representation under this Agreement;
 - b) Company is terminated by its credit card processor or merchant bank (except under the circumstances where termination is not due to any fault of Company);

(b)(4)



a company that would require for the existing operational relationship to be materially changed

- d) Company is subject to a data breach and/or PCI-DSS violation as defined in **Section 11 – Security of Confidential Information**.

7.5 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice if there is any adverse publicity arising out of:

- a) an alleged or actual fraudulent act or statement by Company, its directors, officers or key employees; or
- b) a misrepresentation by Company, its directors, officers or employees and Company fails to remedy such adverse publicity to the satisfaction of Amtrak within ten (10) days of Amtrak's written notice to Company.

7.6 Notwithstanding anything to the contrary in this **Section 7 – Term and Termination**, Amtrak may terminate this Agreement immediately upon written notice if Company's risk rating falls within the "High" risk category as defined below and Company fails to cure such rating deficiency within ninety (90) days of Amtrak's written notice of the High-risk rating. The risk rating is calculated as set forth below:

(b)(4)

8. Reports

- 8.1 Company shall provide to Amtrak the reports and information, in such format specified in **Attachment 9 – Reports**.
- 8.2 Company shall provide such other information and reports as reasonably requested by Amtrak at any time in such manner as prescribed by Amtrak.

9. Letters of Credit

If payment is made "on account" as specified in Section 3.1 – Payment and After Sales for Amtrak Products above, Company shall, at its own expense, deliver to Amtrak an irrevocable letter of credit ("Letter of Credit") for the benefit of Amtrak as security for Company's proper performance under and compliance with this Agreement. This procedure will be detailed in a mutually agreed upon addendum to this Agreement.

10. Confidentiality

- 10.1 For purposes of this Agreement, "Confidential Information" means any of the following:

- a) information provided by or on behalf of either party (as the "Disclosing Party") to the other party (as the "Receiving Party") in connection with this Agreement, including any information collected or used to process payments for the Amtrak Products, including, without limitation, credit or debit cards or other payment or credit or debit card account information collected from or relating to customers or prospective customers ("Payment Related Information") belonging to a party to this Agreement and including information provided prior to the date hereof or the Effective Date;
- b) information about the Disclosing Party or its affiliates, or their respective business or employees, that the Receiving Party obtains in connection with this Agreement, in each case including, without limitation:
 - i. information concerning marketing plans, objectives and financial results;
 - ii. information regarding business systems, methods, processes, clients, financing data, programs and products;
 - iii. information unrelated to this Agreement obtained by the Receiving Party in connection with this Agreement, including, without limitation, by accessing or being present at the business location of the Disclosing Party;
 - iv. proprietary technical information, including trade secrets, source codes or other proprietary information of the Disclosing Party developed in connection with this Agreement; and
 - v. the terms and conditions of this Agreement.
- c) Without limiting the foregoing, Amtrak Confidential Information includes:
 - i. information relating to Amtrak customers or prospective customers created or obtained in connection with this Agreement or otherwise obtained from Amtrak or directly from Amtrak's customers or prospective customers, including the Payment Related Information of its customers, agents, and contractors,
 - ii. lists and data concerning Amtrak customers or prospective customers in the aggregate, and
 - iii. all information related to *Arrow* and the *Amtrak Web Services*.
- d) Without limiting the foregoing, Company Confidential Information includes the System, all information regarding Company's customers, including the Payment Related Information of its customers, agents and subcontractors and Company's financial statements.

10.2 The Receiving Party shall maintain, dispose of and otherwise treat all Confidential Information of the Disclosing Party with the same degree of care as



it accords its own Confidential Information, but in no event less than a reasonable degree of care.

- 10.3 The Receiving Party shall use and disclose Confidential Information only for the purpose of performing its obligations or enforcing its rights with respect to this Agreement or as otherwise expressly permitted by this Agreement, and shall not obtain, use or disclose Confidential Information for any other purpose. The Receiving Party shall, in accordance with the terms of this Agreement, limit access to Confidential Information to those employees, authorized agents, vendors, consultants, accountants, service providers who have a commercially reasonable need to access such Confidential Information in connection with this Agreement.
- 10.4 The Receiving Party agrees that any use or disclosure of Confidential Information other than that specifically permitted under this Agreement will cause immediate and irreparable harm to the Disclosing Party for which money damages might not constitute an adequate remedy. As a result, the Receiving Party agrees to the appropriateness of injunctive relief in addition to any other remedies the Disclosing Party may have under applicable laws.
- 10.5 Upon the termination or expiration of this Agreement, the Receiving Party shall comply with the Disclosing Party's instructions regarding the disposition of the Confidential Information, which may include return to the Disclosing Party of any and/or all of the Confidential Information (including any electronic or paper copies, reproductions, extracts or summaries thereof). The Receiving Party may retain one archived copy of such material, subject to the terms of this Agreement, which the Receiving Party may use solely for regulatory purposes and not for any other purpose. The Receiving Party shall certify such compliance in writing, including a certification that the Receiving Party has not kept any copies of Confidential Information except as necessary for regulatory purposes.
- 10.6 With respect to Amtrak Confidential Information, Company shall:
 - a) keep the Confidential Information confidential and secure in accordance with **Section 11 – Security of Confidential Information** of this Agreement and industry practices;
 - b) treat all Payment Related Information in accordance with the requirements of the Payment Card Industry (PCI) Security Standards;
 - c) implement and maintain commercially reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable authentication, access controls, virus protection and intrusion detection practices and procedures in accordance with **Section 11 – Security of Confidential Information** of this Agreement; and
 - d) ensure that any person with access to the Confidential Information agrees in writing to follow the Confidentiality provisions of this Agreement (including but not limited to **Section 10 – Confidentiality** and **Section 11 – Security of Confidential Information**) and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential. Company shall



not provide any Amtrak customer or prospective customer non-public personal information (as defined herein) to any third party without Amtrak's express written approval. Furthermore, Company must make such sharing agreement in writing and ensure that the third party has security processes and procedures adequate to comply with its obligations both thereunder and under applicable laws. "Non-public personal information" means (i) personally identifiable information, and (ii) any list, description, or other grouping of customers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.

- e) Without limiting the foregoing, in the event of an information security breach by Company resulting in a suspected or actual breach of the security of the data of any Amtrak customer or prospective customer whose nonpublic personal information or Payment Related Information is or is reasonably believed to have been acquired by an unauthorized person or for unauthorized purposes, Company shall (a) consult with Amtrak regarding the appropriate response to each actual or suspected breach, (b) be responsible for complying with all applicable laws requiring notification to customers whose nonpublic personal information or Payment Related Information may be compromised or reasonably believed to be comprised due to a security breach, including mailing notice, if required, to the Amtrak customers or prospective customers at Company's sole expense and (c) obtain a new PCI-DSS certification. In addition, Company shall provide affected customers with one (1) year of complimentary access to credit monitoring services, credit protection services, credit fraud alerts, or similar services. Company shall consult with Amtrak regarding the content of any such notice and the service to be provided. In advance of mailing the notice, and as between the parties, Amtrak, at its election, shall make the final determination of the content of any such notice.

10.7 The restrictions on disclosure of Confidential Information in this **Section 10 – Confidentiality** shall not apply to information that:

- a) is already rightfully known to the Receiving Party, wholly apart from this Agreement as shown by the Receiving Party's written records, at the time it obtains Confidential Information from the Disclosing Party;
- b) at the time of the disclosure is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations;
- c) is lawfully received by the Receiving Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement;
- d) is contained in, or is capable of being discovered solely through examination of publicly available records or products;
- e) is required to be disclosed by applicable law, regulation, valid court order, government agency order, for law enforcement purposes, or by a self-



regulatory body, provided that (i) if possible, the Receiving Party shall promptly notify the Disclosing Party of any such requirement prior to disclosure to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent or limit that disclosure, and (ii) Confidential Information of the Disclosing Party must only be disclosed to the extent required; or

- f) is developed by the Receiving Party without the use of any proprietary or non-public information provided by the Disclosing Party under this Agreement, as demonstrated by the written records of the Receiving Party.

11. Security of Confidential Information

- 11.1 Company shall at all times maintain physical, electronic, administrative and procedural security measures sufficient to protect all Confidential Information from both internal and external threats and sufficient to comply with all applicable local, state and federal laws and all applicable credit card association rules and regulations concerning the security of such data.
- 11.2 Company, its employees, agents and subcontractors shall at all times comply with the Payment Card Industry Data Security Standard (PCI-DSS) required by the credit card associations. Company must, at all times during the term of this Agreement, obtain, retain, and renew, as appropriate, its certification of compliance with the PCI-DSS. Company shall provide Amtrak with a copy of its current PCI-DSS certification and annual audits upon the Effective Date of this Agreement and on each anniversary date thereof for the duration of this Agreement.
- 11.3 Company shall maintain an adequate information security policy and provide Amtrak with a copy of the current policy upon the Effective Date of this Agreement. During the term of this Agreement, Company shall provide Amtrak timely updates and revisions thereto.
- 11.4 Company shall maintain and enforce safety and physical security procedures with respect to its access and maintenance and disposal of Confidential Information that:
 - a) meets or exceeds industry standards for the territories listed in **Attachment 2 - Territory**;
 - b) in the case of Payment Related Information, meets or exceeds PCI requirements for safety and physical security; and
 - c) provides appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Confidential Information under this Agreement.

Without limiting the generality of the foregoing, Company shall take all commercially reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to access or modify its systems or the information found therein. Company shall



regularly test its systems for potential areas where "hackers" and others could breach security, such testing to be conducted on at least a quarterly basis. Company agrees to advise Amtrak immediately by telephone and in writing via facsimile of any suspected security breach that may have compromised any Confidential Information, or of any suspected unauthorized misappropriation, disclosure or use by any person of the Confidential Information or Payment Related Information, which may come to Company's attention. Company shall take all steps and employ its best and most diligent efforts to remedy such breach of security or unauthorized access in a timely manner and to deliver to Amtrak a root cause assessment and future, incident-mitigation plan with regard to any breach of security or unauthorized access affecting Confidential Information or Payment Related Information.

- 11.5 Company must store all Confidential Information in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to these general standards, Company shall maintain an adequate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Company shall maintain an adequate level of data security controls, including, but not limited to, those set forth in **Attachment 10 – Data Security Controls**. Amtrak may revise the data security controls at any time upon written notice to Company, giving at least thirty (30) days advance notice when possible and/or practical.
- 11.6 Company shall maintain and implement disaster recovery and avoidance procedures and backup procedures as it relates to Confidential Information. During the term of this Agreement, Company shall provide Amtrak with an opportunity to review at Company's premises its current disaster recovery and avoidance plan and backup procedures and all updates thereto. Company shall review and update, as necessary, its disaster recovery and avoidance plan and backup procedures based on the respective recovery priority of each business unit. If Company performs any audit with regard to its disaster recovery and avoidance plan and backup procedures (e.g., ISO 9000), Company shall make the results of that audit available to Amtrak's information security director for on-site review. Amtrak may elect, at its option, to conduct onsite reviews of Company's facilities for, among other things, assessing disaster recovery preparedness and backup procedures.

12. Records and Audit

- 12.1 Except to the extent prohibited by law, Company acknowledges and agrees that Amtrak's Office of Inspector General (OIG) may inspect, copy and/or audit Company's data and records (in hard copy and/or electronic format) related in any way to the Agreement, including without limitation, all data and records relating to:

(a) support for any proposal, change order, or request for equitable adjustment submitted to Amtrak by Company;

(b) Agreement compliance and performance, including any work or deliverables in progress;

(c) compliance with applicable provisions of Amtrak's federal grant, regulations and statutes; and

(d) support for all direct and indirect costs or prices charged to Amtrak.

12.2 Except to the extent prohibited by law, Company agrees to maintain all such data and records throughout the term of the Agreement and until three (3) years after final payment under the Agreement, and agrees to cooperate with all audit activities.

12.3 In connection with audit and inspection activities, Amtrak OIG shall be afforded, upon request, (a) access to Company's facilities and to Agreement work or deliverables in progress, (b) the opportunity to interview Company's employees concerning any matter relating to the Agreement, and (c) adequate and appropriate workspace.

12.4 Company agrees to reimburse Amtrak, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by Amtrak in the course of post-audit negotiations with Company.

12.5 Company shall include the provisions of this clause in every subcontract or purchase order ^{(b)(4)} as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders ^{(b)(4)} Company shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.

12.6 Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

13. Notices

Each party must provide any notice, request, demand or other communication required or permitted hereunder in writing and in reference to this Agreement. The following constitutes proper notice:

a) personal delivery;

b) delivery by registered or certified mail, return receipt requested and acknowledged, postage prepaid; or

c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt.



Each party agrees to send all notices to the addresses set forth in **Attachment 8 – Contacts**, which either party may change by providing proper notice to the party hereunder.

14. Indemnification

- 14.1 Company (as the "Indemnifying Party") agrees to defend, indemnify and hold harmless Amtrak (as the "Indemnified Party") and its officers, directors, employees, agents, servants, contractors, subcontractors, successors, assigns and subsidiaries and their respective successors, assigns and personal representatives (collectively "Indemnified Parties"), from and against any claims, losses, liabilities, fines, penalties, actions, damages, costs and expenses whatsoever (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, have responsibility for or pay arising out of or related to:
- a) any act or failure to act by the Indemnifying Party and/or its directors, officers, employees, agents, subcontractors, servants, or any other person acting for or on behalf of the Indemnifying Party;
 - b) the Indemnifying Party's breach of any term of this Agreement;
 - c) any actual or claimed infringement or misappropriation of third-party intellectual property right(s) by the Indemnifying Party;
 - d) the Indemnifying Party's breach of any contract, promise or undertaking with or to any third party and related to this Agreement.

Amtrak shall notify Company in writing within a reasonable time after notice of any such Claim.

- 14.2 Company shall have the sole control over the defense and/or settlement of any such Claim; provided, that if any settlement requires a non-monetary obligation of any Indemnified Party, then such settlement shall require the applicable Indemnified Party's prior written consent, which consent shall not be unreasonably withheld.
- 14.3 Company shall have the sole control over the defense and/or settlement of any such Claim; provided, that if any settlement requires a non-monetary obligation of any of the Indemnified Party, then such settlement shall require the applicable Indemnified Party's prior written consent, which consent will not be unreasonably withheld.
- 14.4 Consistent with and in addition to **Section 14.1**, Company accepts sole liability for any failure of Company or any of Company's officers, directors, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Company to maintain the confidentiality of Payment Related Information and/or Non-public personal information. Company shall defend, indemnify and hold harmless Amtrak against any and all Claims brought against Amtrak related to Payment Related Information, including those resulting from the action or inaction of Company or any of its directors, officers, employees, agents,



servants, subcontractors, or any other person acting for or on behalf of Company.

- 14.5 The existence of any insurance policy procured or maintained by Company or any limitation on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor shall not limit the indemnification obligations under this Section.

15. Injunctive Relief

Each party acknowledges that the breach of any provision of **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; or **Section 11 – Security of Confidential Information** may cause irreparable injury to the other party, and agrees that the other party shall have the right to seek temporary, preliminary and permanent injunctive relief, without the necessity of proving actual damages or posting a bond, to prevent any such breach.

16. Performance Standards and Ability to Perform

- 16.1 Company represents and warrants that it shall perform its responsibilities under this Agreement with promptness and diligence and in a professional manner.
- 16.2 Company shall handle all customer inquiries and complaints in a prompt, courteous and diligent manner. Company shall cooperate with Amtrak to deal appropriately with any customer complaint.
- 16.3 Each party represents and warrants that it knows of no circumstances that would materially impede its ability to perform under this Agreement and shall promptly notify the other party in writing if it acquires knowledge of any circumstances that would materially impede its ability to perform under this Agreement. Without limiting the foregoing, Company represents and warrants that it shall immediately notify Amtrak of:
- a) any change in its ownership or control; and/or
 - b) its involvement in any actual or threatened major litigation.
- 16.4 Neither party will be liable for any malfunction of System, Arrow, or Amtrak Web Services due to any incompatibility with either party's systems or due to either party's failure to adhere to the guidelines and system parameters under which System, Arrow, or Amtrak Web Services is installed.
- 16.5 EXCEPT AS OTHERWISE PROVIDED HEREIN, AMTRAK MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND AMTRAK HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT.
- 16.6 EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN AND/OR BREACH OF **SECTION 10 - CONFIDENTIALITY** OR **SECTION 11 - SECURITY OF CONFIDENTIAL INFORMATION**, TO THE EXTENT

PERMITTED BY LAW, NEITHER PARTY OR ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, ITS "REPRESENTATIVES") SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF ANY SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE.

17. Certain Representations and Warranties

- 17.1 Each party represents and warrants to the other that it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- 17.2 Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and the requisite corporate action on the part of such party for the consummation of the transactions contemplated by this Agreement have occurred.
- 17.3 Company represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with all applicable local, state, federal and foreign laws, rules and regulations.
- 17.4 Company represents and warrants that, it currently is and throughout the entire term of this Agreement shall be, in compliance with the then current automated clearinghouse and bankcard association guidelines, rules, regulations and procedures applicable to its payment processing and other services, including, without limitation, the provisions of the Federal Reserve Board's regulations E and Z, the operating rules and operating guidelines of the National Automated Clearing House Association and the rules, regulations and procedures of all credit card associations and companies.
- 17.5 Company represents and warrants that it is not the subject of any litigation initiated by any credit card association or credit card processor with respect to its acceptance of credit card payments on behalf of itself or any other merchant. Company represents and warrants that no agreements, injunctions, restrictions or otherwise exist which may prohibit it from performing its obligations under this Agreement either by statute, rule, regulation, agreement or otherwise.
- 17.6 Company represents and warrants that its advertising, marketing and promotional materials, including Company websites, other web space that Company controls and the content and other information contained or referred to therein will not:
- a) constitute libel, defamation, false or illegal advertising;
 - b) constitute an invasion of privacy or a violation of the rights to publicity of any third party;
 - c) infringe any patent, copyright or trademark;



- d) contain, link or refer to any offensive or indecent information of any kind;
- e) contain any information that could be deemed proprietary, except proprietary information owned by or licensed to Company for use therein or therewith (other than trade name(s), trademarks, service marks, or any comparable intellectual property rights); or
- f) suggest or state that Company and Amtrak have any relationship as agents for one another, as partners, as joint venturers or similar relationship, except as expressly provided herein.

If Company becomes aware of any claim, allegation or notification that the foregoing warranties have been breached, Company shall promptly notify Amtrak.

18. Insurance

18.1 Company shall procure and maintain, at its own cost and expense, continuously during the term of this Agreement, and to the extent it carries any insurance on a "claims-made," "claims-reported," or "occurrences-reported" basis for three (3) years beyond the term of this Agreement, the types of insurance specified below:

- a) Commercial General Liability Insurance. A policy issued to and covering liability imposed upon Company arising out of Company's premises or operations or the services to be performed and/or planned and those of any subcontractors or agents and all obligations assumed by Company under the terms of this Agreement. The policy must include products/completed operations liability, independent contractors liability, contractual liability, personal injury liability and advertising liability coverages. The policy must name National Railroad Passenger Corporation as an additional insured with respect to Company's premises, operations and services, and the policy shall contain a waiver of subrogation against National Railroad Passenger Corporation, its subsidiaries and their directors, officers, employees, and agents. Coverage under this policy, or policies, shall have a combined single limit of liability of a (b)(4)

- b) Errors and Omissions/Professional Liability Insurance. Contractor shall maintain an errors and omissions/professional liability insurance policy covering liability imposed on Contractor for all acts, errors, omissions, negligence, infringement of intellectual property and network risks committed by Contractor, its agents, or employees in the performance of Services under the Contract. Network risks includes coverage for the perils of unauthorized network access, failure of security, and breach of privacy, as well as the cost of notification of persons whose information may have been breached and the payment for the defense of, and judgments, settlements, fines or penalties that result from, regulatory violations. Such insurance shall include an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of Services under Contract or an error or omission in the content/information provided. Coverage under this policy shall have limits of liability of (b)(4) per claim and in the annual aggregate. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of three years thereafter following the date of final acceptance of the Services. This



insurance shall name National Railroad Passenger Corporation as an additional insured for the Contractor's wrongful acts under this Contract and coverage shall include a waiver of subrogation against National Railroad Passenger Corporation.

- c) Claims-Made Insurance. If Company provides any insurance specified above on a "claims-made", or "occurrences-reported" basis, then in addition to the coverage requirements above, such policy shall provide that: (i) the retroactive date coincides with or precedes Company's start of Services (including subsequent policies purchased as renewals or replacements); (ii) the policy allows for the reporting of circumstances or incidents that might give rise to future claims; (iii) Company will employ its best efforts to maintain similar insurance for at least three (3) years following completion of the Services; and (iv) if insurance terminates for any reason, Company agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from performance of this Agreement.
- d) Crime Insurance. Covering the loss of funds, remittances, vouchers or any other property belonging to Amtrak and caused by fraud, theft, dishonesty, and other wrongful acts by any Company employee, agent or subcontractor employee. Coverage under this policy will have a limit of liability of at least

(b)(4)

- 18.2 Company shall submit to Amtrak a certificate of insurance giving evidence of the required coverages prior to the Effective Date of this Agreement. Company shall continue to submit certificates of insurance during the term of this Agreement for those policies to which **Section 18 – Survival** applies, as often as needed to reflect any material changes in, or renewal or replacement of, the required coverages.
- 18.3 Company shall procure all insurance from insurers which: (a) Amtrak reasonably deems acceptable; (b) are authorize to issue insurance policies in the jurisdictions(s) where the work under this Agreement will be performed; (c) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the Effective Date of this Agreement, and subsequently in effect at the time of renewal of any policies required hereunder, and (d) agree to give Amtrak thirty (30) days advance written notice of cancellation, non-renewal, or material change in coverage.

19. Survival

The following provisions shall survive expiration or termination of this Agreement: **Section 5 – Advertising, Marketing and Promotion** (excluding Section 5.1); **Section 10 – Confidentiality**; **Section 11 – Security of Confidential Information**; **Section 12 – Records and Audit**; **Section 13 – Notices**; **Section 14 - Indemnification**; **Section 18 – Insurance**; **Section 19 – Survival**; **Section 26 – Governing Law, Jurisdiction and Venue**; and any other provision reasonably understood to survive termination or expiration of this Agreement.



20. Assignment

Company shall not assign, delegate or otherwise transfer this Agreement or any right or obligation hereunder (whether by express transfer, operation of law or otherwise) without the prior written consent of Amtrak. Notwithstanding the foregoing, Company may delegate the performance of certain obligations to certain third party contractors, provided that Company gives Amtrak thirty (30) days written notice of the proposed delegation and Company controls the delivery of such obligations to Amtrak and remains responsible to Amtrak for the delivery of such obligations. Any attempted or purported assignment or other transfer not complying with the foregoing will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the parties.

21. Modifications

Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the authorized representatives of both parties.

22. Headings

The various section headings exist for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

23. Severability

Subject to **Section 26 – Governing Law, Jurisdiction and Venue**, if any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, such determination shall not affect, impair or invalidate any other provision hereof.

24. Construction

All parties drafted this Agreement and, in the event of a dispute, no party hereto may attempt to construe any provision against any other party by claiming that one particular party drafted it.

25. No Waiver

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement constitutes a waiver of such term, right or condition. No waiver or breach of any provision of this Agreement constitutes a waiver of any subsequent breach of the same or any other provision.

26. Governing Law, Jurisdiction and Venue

Each party agrees to execute and interpret this Agreement in accordance with and subject to the internal laws of the District of Columbia, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the District of Columbia. Each party agrees to commence any legal suit, action or proceeding arising out of or relating to this Agreement in the United States District Court for the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction and venue of such court in such suit, action or proceeding.



27. Compliance with Laws

Company, its directors, officers, employees, agents and subcontractors shall comply with all applicable local, state, federal and foreign laws, rules and regulations enacted by duly constituted governmental bodies. Company hereby agrees to notify Amtrak in writing within a reasonable time after receiving notice of any failure to or allegation of a failure to comply with the applicable laws. Company must defend, indemnify and hold harmless Amtrak from and against any loss, damage, expense or other harm or liability incurred or suffered by Amtrak due to any failure by Company, any of its directors, officers, employees, agents or subcontractors to comply with such laws, rules, or regulations.

28. Relationship of the Parties

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, agency, or employment relationship between Amtrak and Company. Nothing contained herein or in any agreement between Company and any agent or subcontractor shall create (a) any contractual relationship between Amtrak and such agent or subcontractor or (b) any third-party beneficiary rights in any such agent or subcontractor. The terms agent, subcontractor and independent contractor as used throughout this Agreement do not include travel agents and tour operators.

29. Force Majeure

Except for the payment of monies due hereunder, and subject to **Section 7 – Term and Termination**, neither party has any responsibility or liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, acts of terrorism, war, and acts of civil and military authorities, provided that such party gives the other party prompt written notice of its failure to perform and the reason therefore and employs its reasonable efforts to limit the resulting delay in performance. If either party fails to perform any of its obligations under this Agreement due to a Force Majeure condition, as defined in this Section, for sixty (60) successive days, the other party has the right to terminate this Agreement immediately upon written notice.

30. Entire Agreement

This Agreement, and any attachments and exhibits thereto, contain the entire understanding of the parties with respect to the subject matter of this Agreement and merges and supersedes all prior and contemporaneous agreements and understandings between the parties, whether oral or written, with respect to the subject matter of this Agreement. All attachments are incorporated by reference and are made a part of this Agreement.



31. Facsimile Signatures Acceptable

This Agreement may be executed by facsimile in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, Amtrak and Company have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

NATIONAL RAILROAD PASSENGER
CORPORATION

SILVERRAIL TECHNOLOGIES, INC.

(b)(6)

ATTACHMENT 1 – COMPANY SERVICES

Upon Amtrak's approval, SilverRail Technologies Inc. shall make available Amtrak Products to SilverRail Technologies Inc. Existing Distribution Channels within ninety (90) days of the Effective Date. SilverRail Technologies Inc. Existing Distribution Channels are defined as any location where online travel reservations are offered. SilverRail Technologies Inc. shall provide Amtrak with a listing of all distribution channels on a quarterly basis via email. SilverRail Technologies Inc. shall only add Amtrak Products to new distribution channels upon advanced written authorization by Amtrak



ATTACHMENT 2 – TERRITORY

SilverRail Technologies Inc. territory is not limited.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name, though the specific characters are difficult to decipher due to the cursive style.

ATTACHMENT 3 – AMTRAK PRODUCTS

SilverRail Technologies Inc. may offer all Amtrak Products, including Point-to-Point tickets and rail passes.

SilverRail Technologies Inc. may offer customers all Amtrak passenger types, such as:

- Adult
- Student Advantage
- AAA Adult
- ISIC
- Senior (62+)
- Child
- Military Adult
- AAA Child
- NARP
- Military Child
- Veterans Advantage
- Infant



ATTACHMENT 4 – AMTRAK WEB SERVICES INTERFACE SPECIFICATIONS

To interface with Amtrak Web Services, Company must satisfy the technical requirements on the attached document.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name, possibly "A. L." or similar.


ATTACHMENT 5 – AMTRAK WEB SERVICES TERMS OF USE

1. Amtrak ARIES user, SilverRail Technologies Inc., will utilize standard Web Services Security as defined by Oasis in the WS Security 1.1 specification when required for a particular web service. Currently, Amtrak requires and is using SSL (client and server certificates) for transport layer security. Production certificates must be issued by a known signing authority. Both parties will work together to ensure that all information exchanged is safe and secure. SilverRail Technologies Inc. must promptly implement, employ and support such other reasonable security features as requested by Amtrak.
2. Amtrak has the right to disable and/or suspend access to Amtrak ARIES to investigate any situations that may appear as possible security attacks or breaches and DOS (Denial of Service) attacks.
3. Upon execution of the underlying Agreement, Amtrak and SilverRail Technologies Inc. Contract Coordinators will promptly meet to review the web service(s) request/response data that will be used by SilverRail Technologies Inc. from Amtrak. SilverRail Technologies Inc. will register to use those web services by providing the information for connectivity to Amtrak ARIES test and production environments (refer to the Amtrak *ARIES Registration Document*).
4. SilverRail Technologies Inc. must promptly regression test against new releases and versions of Amtrak ARIES against the Amtrak ARIES QA test environment within ninety (90) calendar days of the later of (a) the date the new release or version is made available by Amtrak, (b) the date that Amtrak provides SilverRail Technologies Inc. with documentation of the new release or version with sufficient information for SilverRail Technologies Inc. to be able to modify its application to work with that new release or version, or (c) a mutually agreed upon date.
5. SilverRail Technologies Inc. and Amtrak must provide each other with support contacts, reachable 24/7, to assist with issues related to SilverRail Technologies Inc.'s activities and/or to notify SilverRail Technologies Inc. of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window).
6. In the event that the new release or version of Amtrak ARIES requires a change to SilverRail Technologies Inc.'s processing code, SilverRail Technologies Inc. agrees to perform such changes to enable SilverRail Technologies Inc. to use the new release or version within ninety (90) calendar days of the later of (a) the date the new release or version is made available by Amtrak, (b) the date that Amtrak provides SilverRail Technologies Inc. with documentation of the new release or version with sufficient information for SilverRail Technologies Inc. to be able to modify its application to work with that new release or version, or (c) a mutually-agreed upon date.

Amtrak will analyze and advise, as soon as possible, if any of its Web Services development may have potential impact to the way SilverRail Technologies Inc. sells Amtrak through its system. SilverRail Technologies Inc. should be informed in advance of Amtrak's new releases and testing of those releases at minimum three (3) months prior to the move to production.



7. SilverRail Technologies Inc. must conduct all testing against the test environment and not the production environment. If it is determined that testing is being done against the production environment, then access will be blocked.
8. SilverRail Technologies Inc. will send web services requests using a secure Internet connection. There will be no leased lines or VPN connections. Secured Internet connections will be used in development/QA test and production. The SilverRail Technologies Inc. application must be configurable to accommodate changes in the URL of the Amtrak web service. The URL of the web service should not be hard coded in the application.
9. SilverRail Technologies Inc. will recognize Amtrak's 24x7 production system availability, which excludes a bi-weekly maintenance window each Sunday from 3:30 a.m. to 4:00 a.m. U.S. ET and a 90 minute maintenance window quarterly. Amtrak reserves the right to extend the weekly maintenance window. Amtrak will provide the User a three (3) days' notice where possible.
10. *SilverRail Technologies Inc.* must adhere to Amtrak's hours of test system availability, normally during core business hours, Monday through Friday, 8:30 a.m. to 5 p.m. U.S. ET. Test systems are not available on Wednesday 8 p.m. to Thursday 8:30 a.m. SilverRail Technologies Inc. may have access to test systems at other times; however, Amtrak staff cannot support them. With prior arrangement, SilverRail Technologies Inc. may access a supported test system outside core business hours.
11. Prior to launching Web Services, Amtrak and SilverRail Technologies Inc. will mutually agree upon a procedure and time window for SilverRail Technologies Inc. to request Amtrak Web Services changes (bug fixing, evolution etc.).
12. Amtrak ARIES is accessible over the Internet via commonly agreed upon security protocols. Currently this is HTTPS (SSL). In addition to SSL, client certificates will be used for connection authentication. SilverRail Technologies Inc. must present a valid SSL client certificate during the SSL handshake for the connection to be established.
13. SSL Client Certification for Production environment must be issued by a well-known signing authority. The certificate must be a 128-bit certificate, with a 1024 bit key. Amtrak recommends that SilverRail Technologies Inc. use a meaningful common name for the production certificate.
14. SilverRail Technologies Inc. may provide a single self-signed certificate for Amtrak's test and development environments. The certificate must be a 128-bit certificate, with a 1024 bit key. Amtrak recommends that SilverRail Technologies Inc. use a meaningful common name for the test certificate.
15. All SSL Client Certificates must be valid for at least one (1) year. SilverRail Technologies Inc. must provide Amtrak a new or renewed SSL: Client Certificate at least one (1) month (or thirty (30) days) before the expiration of the previous certificate. SilverRail Technologies Inc. will not be notified by Amtrak of their expiring SSL certificates.



16. SilverRail Technologies Inc. must inform Amtrak of their implementation schedule. SilverRail Technologies Inc. must keep Amtrak informed of any business changes (i.e. adding corporate accounts, or extending features) that could drive an increase in transaction volumes, so that necessary preparations can be made to support the changes. SilverRail Technologies Inc. will use commercially reasonable efforts to test any changes to SilverRail Technologies Inc.'s business that SilverRail Technologies Inc. may reasonably believe will impact Amtrak.
17. SilverRail Technologies Inc. and Amtrak agree to work in a cooperative effort to address transaction workload concerns when transaction volumes exceed estimates from the Amtrak Web Services Registration document. In the event service call monitoring reveals volumes exceeding the agreed upon transaction rates, SilverRail Technologies Inc. will be notified and will use commercially reasonable efforts to ensure workload returns to the expected volumes within a timeframe specified by Amtrak. Should those efforts be unsuccessful,

Amtrak reserves the right to limit (throttle), disable and/or suspend access to Amtrak Web Services in the interest of preserving reservation system performance, while SilverRail Technologies Inc. explores necessary alternatives. In the event, Amtrak limits, disables or suspends access, Amtrak shall provide prompt notice thereof to Company.



ATTACHMENT 6 – PAYMENT CARDS ACCEPTED

Company's valid credit card, which will be submitted to Amtrak for payment under this Agreement, must be one of the following acceptable credit cards:

Visa

MasterCard

American Express

Discover Card (NOT including Discover Partners of JCB, China Union Pay, Diners Club International, BC Card (South Korean Card), Dina Card (Serbian Card))

UATP (Universal Air Travel Plan)

All except UATP are accepted for Food and Beverage purchases.

Amtrak does NOT accept any PIN based PIN Debit Cards of any brand. However If a PIN debit card from one of the brands above can also function as a credit card (Signature Based) Amtrak can accept it.



ATTACHMENT 7 – COMPENSATION

(b)(4)



ATTACHMENT 8 – CONTACTS

Any notices, reports, or other information required under this Agreement should be sent to the following addresses:

For Amtrak

Marketing:

(b)(6)

Contract and Program Representative:

(b)(6)

Technical Representative:

(b)(6)



ATTACHMENT 9 – REPORTS

Company shall provide Amtrak the following reports and information in the format specified below:

SilverRail Technologies Inc. shall provide Amtrak with access to sales data generated by SilverRail Technologies Inc.. Type of access and report distribution will be determined in subsequent discussions.

The following definitions apply to the type of reporting requested;

Static Reports: standard format indicates sales for a determined period of time:

- Top City Pair Report by country

Adhoc: Amtrak agrees to give SilverRail Technologies Inc. reasonable advance notice to produce any of the following adhoc reports that may not be available as a static report.

- PNR
- City Pair
- Train
- Riders
- Class of Service
- Passenger Type
- Discount Codes
- Booking Date
- Payment Date

All reports should be capable of download to an application such as Excel. There should be an area for both international and Domestic Sales.



ATTACHMENT 10 – DATA SECURITY

1. Amtrak has the right to disable and/or suspend access to Amtrak Web Services to investigate any situations that may appear as possible DoS (Denial of Service) attacks.
2. SilverRail Technologies Inc. must implement measures to ensure that SilverRail Technologies Inc.'s applications/systems shall only allow access to those who are authorized to use the applications or systems.
3. SilverRail Technologies Inc. must ensure that access to resources required for the development, design and operation of SilverRail Technologies Inc.'s processing code are based on authenticated SilverRail Technologies Inc. identification.
4. SilverRail Technologies Inc. must ensure that all data files, databases, etc. associated with SilverRail Technologies Inc.'s processing code, applications and systems are protected against unauthorized access.
5. SilverRail Technologies Inc. must ensure that SilverRail Technologies Inc.'s applications, systems and processing code generate a security audit trail that contains information sufficient for investigation of loss or impropriety. SilverRail Technologies Inc. must ensure that at a minimum, logs record all security relevant events, including the SilverRail Technologies Inc. ID associated with the events. SilverRail Technologies Inc. will ensure that Log events include information regarding (a) Invalid SilverRail Technologies Inc. authentication attempts, (b) Logons and activities of privileged SilverRail Technologies Inc., e.g., System Administrators, (c) Unsuccessful data or transaction access attempts, (d) Successful accesses of security-critical resources (e.g., security logs, security commands), (e) Changes to security profiles, privileges or attributes, (f) Changes to access rights of resources and (g) Changes to the system security configuration
6. SilverRail Technologies Inc. agrees to maintain and implement disaster recovery and avoidance procedures to ensure that SilverRail Technologies Inc.'s operation can be restored to normal operation in the event of the loss of data files, hardware or the processing facility itself. SilverRail Technologies Inc. agrees that a disaster recovery plan and/or procedures will be developed, documented and maintained, outlining the steps required to restore SilverRail Technologies Inc.'s application/system in the event of a disaster. SilverRail Technologies Inc. agrees that SilverRail Technologies Inc.'s disaster recovery plan and/or procedures will be tested at least annually and that results of disaster recovery tests will be available to Amtrak at Amtrak's request.
7. SilverRail Technologies Inc. agrees to monitor security threat and attack trends and assess how they affect SilverRail Technologies Inc.'s applications and systems. SilverRail Technologies Inc. agrees to patch all vulnerable versions of SilverRail Technologies Inc.'s software (including versions for multiple platforms) when



vulnerabilities impacting SilverRail Technologies Inc.'s applications and systems are identified.

8. SilverRail Technologies Inc. must provide a support contact, reachable 24/7, to assist with issues related to SilverRail Technologies Inc.'s activities and/or to notify SilverRail Technologies Inc. of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window).

A handwritten signature in black ink, appearing to be the initials 'AW', located in the bottom right corner of the page.

**RAIL ASSOCIATE DISTRIBUTION AND
SERVICES AGREEMENT**

**BETWEEN
SABRE GLBL INC.
AND
NATIONAL RAILROAD PASSENGER
CORPORATION**

RAIL ASSOCIATE DISTRIBUTION AND SERVICES AGREEMENT

This Agreement (the "Agreement") is made between **Sabre GLOB Inc.**, having its principal place of business at 3150 Sabre Drive, Southlake, Texas, USA ("Sabre") and the **National Railroad Passenger Corporation** ("Amtrak") having its principal place of business at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002. This Agreement is entered into as of the ___ day of _____, 2015 (the "Effective Date").

RECITALS

WHEREAS, Sabre provides travel related booking services through its Sabre global distribution system, and

WHEREAS, Sabre and Amtrak wish to enter into this Agreement to set out the terms applicable to the distribution of Amtrak products via the Sabre System for this project that they choose to undertake together and a common method for entering into future changes to this Agreement, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following words will have the meanings set forth below:

"Affiliate" means, with respect to any entity, any other entity directly or indirectly controlling, controlled by, or under common control with the first entity. "Control" (including with correlative meaning, the terms "controlling" and "controlled by") will mean, with respect to any entity, the possession, directly or indirectly, of the power to direct the management and policies of such entity

"Agreement" means this Rail Associate Distribution and Services Agreement, and any addendums and amendments thereto.

"Amtrak API" will mean the "application programming interface" used by Amtrak to enable permitted access to rail-related travel content, products and services offered through the Amtrak System.

"Amtrak System" means that system, including hardware, software, database(s), and any presentation environment, utilized by Amtrak to distribute its products and services as described in this Agreement.

"Cancellations" will mean only those segments cancelled by a Sabre User through the Rail Distribution System and the Sabre System or those segments cancelled by Amtrak through the Amtrak System.

"Cancelled PNR" means a PNR in which all segments within such PNR have been cancelled by the Sabre User or Amtrak.

"Communications Protocol" means the rules or standards on how data transmission takes place across computer networks.

"Content" means all Fares, content, rates, pricing, availability, booking functionality and process, special promotions, commissions and inventory access made available by Amtrak. Content includes content and pricing that requires some special qualification of the traveler or the selling agency (such as senior rates, past passenger rates, rates for residents of a certain country, or private rates with defined viewership for an agency or group of agencies).

"Fares" means prices charged by Amtrak for Travel Services (including, without limitations, rail tickets and ancillary services as a part of Travel Services and such prices charged on a bundled or unbundled basis which might include free or discounted upgrades, waivers, favors, internet service, etc.) where a Person's purchase of such travel may be fulfilled through a sales transaction via any Reservations Outlet. For the avoidance of doubt, Fares includes all necessary fare rules and tariffs applicable to the relevant Fares, as well as any fee, surcharge or other assessment charged to (or Fare resulting from any fee, surcharge or other assessment being waived for or not charged to) any Person by Amtrak for Travel Services.

"GDS" means a global distribution system (sometimes referred to as a computerized reservation system). A GDS collects, stores, processes, displays and distributes information through computer terminals, internet sites or other devices concerning air transportation, and may also offer ground transportation, rail transportation, lodging, or other travel related products and services offered by travel suppliers.

"Net PNR" means all PNRs less Cancelled PNRs.

"Online Sabre User" means a Sabre User who (i) uses a consumer-direct website as the primary distribution channel and (ii) sells travel-related services directly to consumers primarily for leisure travel. For the avoidance of doubt, Online Sabre Users excludes those Sabre Users and business units of Sabre Users, whose primary distribution channel is via a website or websites to corporate travelers.

"Payment Related Information" means any and all information received, stored, handled or transmitted by Sabre in connection with a Person's purchase of Amtrak Travel Services, including any information related to or obtained from such a Person's credit card, debit card, prepaid card or bank account.

"Person" means any individual, firm, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization or other entity.

"Personal Data" means any information by which a natural person may be identified, and any information relating to such identified or identifiable natural person.

"PNR" means a passenger name record created in the Sabre System. A PNR can contain more than one (1) segment but no more than ninety-nine (99) segments.

"Rail Distribution System" means that system, including hardware, software, database(s), and any presentation environment provided by Sabre, which will be utilized to distribute Amtrak's Content and the products offered by rail lines that participate in the Rail Distribution System. The Rail Distribution System will be linked to the Amtrak System through XML connectivity. The Rail Distribution System may change format and structure from time to time, at Sabre's sole discretion.

"Related App" means any application or interface developed by Sabre which provisions to Sabre Users access to the Rail Distribution System.

"Reservations Outlet" means any source from which some or all of the products and services of Amtrak can be reserved or purchased by any Person, including any GDS, Amtrak's reservations system or its reservation or sales personnel or agents, or any Internet site, whether operated or marketed by Amtrak or any third party.

"Sabre User" will mean a Sabre-authorized entity, which utilizes the Sabre System and/or the Rail Distribution System to make reservations. The term "Sabre User" will include any entity, including Sabre, making reservations for Product(s) through the Sabre System and/or the Rail Distribution System, including, but not limited to, any version of the Sabre System or Rail Distribution System marketed by travel agencies, consumers, corporate booking tools, corporations, and other travel service providers.

"Sabre System" means the Sabre[®] GDS.

"System Software" means any software delivered by Sabre under this Agreement.

"Test Booking" means Sabre Bookings processed through the Sabre System using either of the following Sabre formats: (change)(change)TSTS or (change)(change)CERT without decrementing any actual live inventory.

"Third Party Reservations Outlet" means any source from which some or all of the products and services of Amtrak can be reserved or purchased by any Person, including any GDS or any Internet site, operated or marketed by any third party, but excluding Amtrak owned distribution outlets and its reservation or sales personnel or agents.

"Travel Services" means any rail or transportation service that Amtrak has approved for sale through any Third Party Reservations Outlet.

2. INTERPRETATION

2.1. References to sections and Exhibits are to sections and exhibits of this Agreement unless expressly stated otherwise.

2.2. Words importing the singular include the plural and vice versa.

3. THE SABRE SYSTEM

3.1. Amtrak shall provide on a non-exclusive basis, its Travel Services through the Sabre System to Sabre Users through one of the options listed below as indicated by selecting the appropriate checkbox.

- 3.1.1 Rail Distribution System Commerce Connect: a solution built and supported by Sabre which allows railways to distribute their High-Speed and Long-Distance products in the GDS, to all Sabre Users, under their own IATA code.
- 3.1.2 Rail Distribution System Commerce Storefront: a solution built and supported by Sabre which allows railways to distribute their full product suite through the Sabre Universal Rail Graphical User Interface and Sabre Web Services, to all Sabre Users.

3.2. The parties acknowledge that upon execution of this Agreement, Amtrak will continue to participate in the Sabre System using the existing booking interface and communication method in place immediately prior to the Effective Date of this Agreement which consists of a multi-access leased line which links the Sabre System to the Amtrak System (the "Legacy Interface"). Subject to Section 3.3, Amtrak will cease support of the Legacy Interface on September 10, 2016. At this time the Legacy Interface will be disabled.

3.3. The parties acknowledge and agree that all Authorized Sabre Users (as defined in section 4.1 herein) will be migrated from the Legacy Interface to a new XML interface which will include connectivity from the Rail Distribution System and Related App to the Amtrak System through the Amtrak API (the "XML Interface"). The parties will work together in good faith to migrate all Authorized Sabre Users to the XML Interface within six (6) months of signature of this Agreement (the "XML Migration"). Should any Authorized Sabre Users remain on the Legacy Interface after the end of that time period, Amtrak and Sabre will meet as soon as possible thereafter to create a formal migration strategy for those Authorized Sabre Users to migrate prior to the termination of the Legacy Interface. For the avoidance of doubt, the XML Interface will fully replace the Legacy Interface for all Authorized Sabre Users upon all Authorized Sabre Users being migrated to the XML Interface. Following the completion of the migration to the XML Interface for all Authorized Sabre Users, the Legacy Interface will be fully deactivated.

3.4. Each party will be responsible for its own implementation costs of the XML Interface.

3.5. Upon implementation of the XML interface, Amtrak will use Amtrak's version of electronic ticketing, or an equivalent replacement ticketing solution, to issue tickets in the Sabre System.

3.6. During the XML Migration, PNRs may be created on either the Legacy interface or the XML Interface.

3.7. As of the Effective Date of this Agreement, Authorized Sabre Users utilizing the Legacy Interface will be considered an unmanaged access channel and Authorized Sabre Users utilizing the XML Interface will be either a managed access channel or an unmanaged access channel, depending on if such Authorized Sabre User agrees to follow the authorized channel terms and conditions, as defined by Sabre.

3.8. Sabre acknowledges that it has in place system administration controls that (a) limit access to Amtrak's Content solely to Authorized Sabre Users and (b) validates Authorized Sabre Users' identity and access rights prior to access to Amtrak's Content. Authorized Sabre Users that fail to meet the authorized access channel security requirements will be considered an unmanaged channel.

3.9. If the Authorized Sabre User is considered an unmanaged access channel, such Authorized Sabre Users must include a credit card CVV / CID number and a billing postal code for each payment transaction done within the Amtrak System. For the avoidance of doubt, if the Authorized Sabre User is considered a managed access channel, this information will not be required or processed as part of the Rail Distribution System.

3.10. Upon completion of all programming and performance of such verifications and tests as Sabre and Amtrak deem necessary in each party's reasonable judgment, Sabre will give Amtrak notice that the Sabre System is operational as to Amtrak's Travel Services.

4. RIGHTS AND RESPONSIBILITIES OF SABRE

4.1. Sabre and its Affiliates make no representations as to the number or identity of the parties having access to the Sabre System. Amtrak acknowledges that any Sabre User who either (i) has a direct contract with Amtrak authorizing them to sell Amtrak's Travel Services or; (ii) has not been explicitly denied access to Amtrak's Travel Services by Amtrak in writing, (each an "Authorized Sabre User"), will be entitled to view, shop, book and purchase Amtrak's Travel Services via the Sabre System. Amtrak authorizes the release of all Content into the Sabre System to all Authorized Sabre Users and Sabre for their information and use. Amtrak acknowledges that Sabre will have the right, at any time, to contract with parties to constitute them as Sabre Users, to terminate agreements with Sabre Users, and to contract to provide the Sabre System to other parties, including competitors of Amtrak. Beginning six (6) months after the Effective Date of this Agreement, Amtrak may request once during every six (6) month period for Sabre to provide a list of any parties considered Authorized Sabre Users during that time period.

4.2. Sabre retains the right, in its sole discretion, to modify or alter the operation of its System (including, the Sabre System, and/or the Rail Distribution System and Related App) at any time Sabre deems such modification or alteration to be desirable; provided, however, that Sabre gives Amtrak at least ninety (90) days' prior written notice of such modifications or alterations, other than those corrective in nature, which would materially affect the services provided under this Agreement, but no less advance notice than that provided to other parties. Upon advance notice from Amtrak to Sabre, Sabre will make good faith efforts to provide assistance requested by Amtrak in testing any

such modifications or alterations in which Amtrak opts to participate. Any and all costs incurred by Amtrak in connection with or as a result of alterations or modifications to the Amtrak System and/or Amtrak API will be borne by Amtrak. Amtrak may request reasonable additional time to comply with any such modifications or alterations, and such additional time will not be unreasonably withheld by Sabre. If Amtrak is unable or unwilling to comply with such modifications or alterations, and the parties mutually agree that not participating in such modifications or alterations results in a materially negative impact to the services provided by Sabre to Amtrak under this Agreement, then Amtrak may terminate this Agreement with ninety (90) days' notice.

4.3 Sabre will provide access to the Rail Distribution System and Related App to Authorized Sabre Users, consistent with Sabre's right to determine hardware and software specifications and platforms. Sabre retains the right, in its sole discretion, to limit the number of Authorized Sabre Users that may be authorized to access the Rail Distribution System and Related App.

4.4 Sabre will display Amtrak's policies, rates and availability data related to the Travel Services as furnished by Amtrak to the Sabre System, and/or Rail Distribution System and Related App. Each party will be responsible to resolve any technology issues that may result in inaccurate displays of Amtrak's Travel Services for the portion of the issue that is attributable to such party.

4.5 As of the Effective Date of this Agreement, Sabre has completed an annual PCI assessment. At its own expense, Sabre will use commercially reasonable efforts to obtain an annual PCI DSS compliance renewal each year of the term of this Agreement. For the avoidance of doubt, Sabre does not process any payment information on behalf of Amtrak.

4.6 Sabre will promote the XML Interface to Sabre Users through (i) a Sabre Sign-In Message, free of charge to Amtrak posted within one (1) week of the launch of the XML Interface, (ii) an email announcing the new XML Interface to Sabre Users, (iii) and an announcement posted on Sabre's Agency eServices site announcing the launch of the XML Interface.

4.7 Sabre will ensure the availability of its connection to the Amtrak System is at parity with similar content providers who provide content to Sabre in a similar fashion. Sabre agrees that response times to the Amtrak System will be equal to response times to similar content providers who provide content to Sabre in a similar fashion.

5. RIGHTS AND RESPONSIBILITIES OF AMTRAK

5.1. Amtrak will identify and confirm existing Sabre Users of the Legacy Interface as Authorized Sabre Users. Amtrak shall use the same criteria, terms, and methods to determine any Sabre User's status as an Authorized Sabre User as it uses to determine the status of any users of any other Third Party Reservations Outlet as an authorized user who is permitted to sell Amtrak's Travel Services.

5.2. Within thirty (30) days of execution of this Agreement, Amtrak will provide to Sabre a list of all Authorized Sabre Users and shall advise Sabre as and when additional Sabre Users become Authorized Sabre Users.

5.3. In accordance with Section 3.3, Amtrak will take commercially reasonable actions as requested by Sabre to support the migration of Authorized Sabre Users from the Legacy Interface to the XML Interface.

5.4. Amtrak will use commercially reasonable efforts to maintain the timeliness and the accuracy of all data supplied hereunder with the same level of care that Amtrak uses to maintain data in other GDSs, and, for maintenance and effecting changes in the availability status of its Travel Services resulting from the making, confirmation or cancellation of reservations.

5.5. Amtrak will honor its policies, rates, and availability data as furnished by Amtrak to the Sabre System, and/or Rail Distribution System and Related App on the date of booking of Amtrak's Travel Services by the Authorized Sabre User. Amtrak will be responsible for all of its policies, rates and availability data supplied to Authorized Sabre Users and clients of Authorized Sabre Users as submitted by Amtrak to Sabre and displayed in the Sabre System, and Rail Distribution System and Related App.

5.6. Amtrak authorizes Sabre and Authorized Sabre Users to view, shop, book and purchase its Travel Services, without limitation in the categories and at the facilities/locations set forth in the data supplied by Amtrak to Sabre.

5.7. Amtrak represents that there are no restrictions or limitations imposed on the availability or inventory of its Travel Services to be made available to Sabre other than (i) temporary unavailability of Travel Services disclosed to Sabre; (ii) Travel Services that must be temporarily restricted to ensure stability of the Amtrak System; or (iii) in the

case of a Force Majeure event as defined in Section 22 herein. Amtrak will honor and fulfill confirmed reservations effected via the Sabre System, and/or Rail Distribution System and Related App and will fulfill the Travel Services thereby reserved and confirmed by Amtrak.

5.8. Amtrak will provide as advantageous and uniform reservations services to all Authorized Sabre Users as it provides through any other GDS. Amtrak shall make available through the Amtrak API to the Sabre System and Authorized Sabre Users any improvements, enhancements, or additional functions to Amtrak's reservation services offered to end users of any GDS on no less favorable terms and conditions as are offered to such parties. Such services will include, but are not limited to, schedules and availability, passenger information, interim schedule change data, fare data, fare quotations and procedural information.

5.9. Amtrak will advise Sabre in writing of a new version of the Amtrak API and of all planned changes to formats, entries and responses in the Amtrak API at least ninety (90) days before such new version or new functionality of the Amtrak API is available for consumption to any Third Party Reservations Outlet, and no less advance notice than that provided to other Third Party Reservations Outlets. Upon such notification, the parties will work together in good faith to create an upgrade plan for Sabre and will mutually agree to a date upon which Sabre will upgrade to the new version and/or new functionality of the Amtrak API. Sabre may request reasonable additional time to comply with any such changes, which additional time will not be unreasonable withheld by Amtrak. Any and all costs incurred by Sabre in connection with or as a result of alterations or modifications to the Amtrak API will be borne by Sabre. Notwithstanding the foregoing, Amtrak shall use commercially reasonable efforts to notify Sabre of all known development activities related to the XML Interface and the Amtrak API via a roadmap at least ninety (90) days in advance of each Amtrak fiscal year during the term of this Agreement.

5.10. Amtrak shall maintain backward compatibility with the most recent version of the Amtrak API utilized by Sabre for at least twelve (12) months following the release of a new version of the Amtrak API or until Sabre upgrades to the new version of the Amtrak API, whichever comes first.

5.11. Amtrak shall not discriminate against any Sabre User on account of that Sabre User's selection, possession, use, promotion or marketing of the Sabre System or Rail Distribution System and Related App. Amtrak shall provide to Authorized Sabre Users (and/or their customers, as applicable) in each country, in connection with such Authorized Sabre User's use of the Sabre System or the Rail Distribution System and Related App (or otherwise related to any PNR or related ticket or its purchase, sale or use), the same types, amounts and levels of available rail accommodations, rates, availability, rules, policies, commission policies, products, services, functionality, enhancements, promotional opportunities, waivers and favors, incentives, commissions, compensation, benefits and rights that Amtrak offers to users of any GDS (and/or their customers, as applicable) in that country, including, but not limited to, the related terms and conditions regarding cancellation policy, change policy, guarantee requirement, refundability, loyalty program accrual, minimum advance purchase requirement, maximum advance purchase requirement, upgrades, required deposits, and geographic restrictions.

5.12. Amtrak will provide through the Sabre System and/or the Rail Distribution System and Related App to all Sabre Users access to Content, including all geographic regions as and when the same is available for distribution in any other GDS. Amtrak shall provide through the Sabre System and/or the Rail Distribution System and Related App to all Sabre Users access to any ancillary product, optional service or upgrade related to Amtrak's Travel Services contemporaneously with such ancillary product, optional service or upgrade being made available through any other GDS.

5.13. Upon execution of this Agreement, the parties will work together to develop an activation plan to provide access to Content for all Online Sabre Users through the Sabre System and/or the Rail Distribution System and Related App no later than such Content is provided to any other GDS. This activation plan will document the expected timeline and Amtrak infrastructure changes needed to support the Online Sabre Users.

5.14. Amtrak will take commercially reasonable efforts to promptly and efficiently provide Sabre with all revisions to its information and such other material that may be included in the Sabre System, or the Rail Distribution System and Related App via electronic distribution interface. Sabre will take commercially reasonable efforts to promptly cause such revisions to be displayed through the Sabre System, or the Rail Distribution System and Related App as applicable. Amtrak will not withhold from Sabre Users in any country any fare inventory class made available by Amtrak to users of any other GDS in that country. Amtrak will provide Sabre sufficient notice of the foregoing revisions and of changes to Content no later than it is provided to other GDSs, with the understanding that Amtrak shall not be required to delay the launch thereof to the extent Sabre is not prepared, so long as equal notice is given and an equal level of support is provided as is provided to any other GDS.

5.15. Amtrak will ensure the availability of its connection to the Sabre System and the Rail Distribution System and Related App are at parity with all other GDSS. Amtrak agrees that response times to Sabre, the Sabre System and the Rail Distribution System and Related App will be equal to response times to other GDSS.

5.16. Amtrak will be responsible for the technical maintenance and reliability of Amtrak's System and Amtrak API as they interact with the Sabre System and the Rail Distribution System and Related App.

5.17. If Amtrak requires a change to its connection to the Sabre System, or the Rail Distribution System and Related App, each party shall be responsible for the costs it incurs related to changing Amtrak's connection to the Sabre System or the Rail Distribution System and Related App (as applicable). This includes, without limitation, changing links and modifying firewalls.

5.18. Should a sales transaction be authorized in the XML Interface, Sabre shall submit to the Amtrak System, Amtrak's designated information necessary for purposes of holding the reservation (including payment card number over an encrypted transmission protocol).

5.19. Amtrak reserves the right to prohibit the reservation or sale of any Travel Services to any Sabre User for the following causes upon written notice to Sabre: (i) such Sabre User has materially breached an agreement with Amtrak and has failed to cure such breach within the applicable cure period after having received written notice of such breach from Amtrak; (ii) such Sabre User mutually agrees with Amtrak to terminate their relationship to book Amtrak's Travel Services; or (iii) such Sabre User is engaged (or is reasonably suspected by Amtrak to be engaged) in serious fraudulent activities to the detriment of Amtrak (provided that if Amtrak takes an action covered by this sentence against a Sabre User that is reasonably suspected to be engaged in serious fraudulent activities, Amtrak shall promptly investigate such matter in a commercially reasonable manner, and if such investigation reveals that the Sabre User did not actually engage in the suspected fraudulent activities, Amtrak shall promptly rescind the action taken against, and reinstate, the Sabre User). Amtrak shall not discriminate or disfavor in any manner whatsoever a Sabre User on account of a Sabre User's selection, possession, or use of the Sabre System. Sabre shall promptly modify its systems as necessary to prohibit the offering of the specified Travel Services to those Sabre Users within five (5) days of receipt of such notice from Amtrak.

5.20. The ARC and IATA/BSP Agency Debit Memo (ADM) processes applicable to the Legacy Interface shall be used by Amtrak vis-à-vis Sabre Users solely to recover: (a) Amtrak's lost revenue directly associated with an under-priced Fare that is ticketed by a Sabre User using the Sabre System and validated by Amtrak (a Fare is deemed to be under-priced if the Fare ticketed by the Sabre User is lower than the Fare applicable to the ticketed itinerary); and (b) a reasonable estimate of actual costs incurred by Amtrak to process ADMs, which in no event shall exceed \$10.00 per ADM. Sabre, at its election, may charge Amtrak ADM processing fees for ADMs issued by Amtrak to Sabre Users that Sabre reasonably determines do not involve an under-priced Fare ticketed by a Sabre User using the Sabre System, which ADM processing fees in no event shall exceed \$10.00 per each ADM subject to such fees.

6. WEB SERVICES DEVELOPMENT AND USAGE TERMS AND CONDITIONS

6.1 The parties acknowledge that the XML Interface will utilize the Amtrak API under this Agreement.

6.2 Sabre will utilize standard web services security as defined by Oasis in the WS Security 1.1 specification when required for a particular web service. Currently, Amtrak requires and is using SSL (client and server certificates) for transport layer security. Production certificates must be issued by a known signing authority. Both parties will work together to ensure that all information exchanged is safe and secure. The parties will mutually agree on the implementation and use of other reasonable security features.

6.3 Both parties have the right to disable and/or suspend access to the XML Interface to investigate any situations that may appear as possible security attacks or breaches and DOS (Denial of Service) attacks upon immediate notice to the other party.

6.4 Upon execution of this Agreement, the parties will each provide contacts who will promptly meet to review the web service(s) request/response data that will be used by Sabre from Amtrak. Sabre will register to use those web services by providing the information for connectivity to Amtrak's test and production environments.

6.5 When Sabre upgrades to a new version of the Amtrak API, Sabre shall regression test against new releases and versions of the Amtrak API against the Amtrak API QA test environment within ninety (90) calendar days of the mutually agreed upon date for Sabre to upgrade to the new version of the Amtrak API, as referenced in Section 5.9 herein.

6.6 The parties will provide each other with support contacts, reachable 24/7, to assist with issues related to with party's activities and/or to notify Sabre of an Amtrak emergency or operating exception (e.g., needing to extend weekend maintenance window). The parties will work together in good faith following execution of this Agreement to determine applicable service levels provided by Amtrak to Sabre with regards to the Amtrak API.

6.7 In the event that Sabre upgrades to a new version of the Amtrak API and such new release or version of the Amtrak API requires a change to Sabre's processing code, Sabre agrees to perform such changes to enable Sabre to use the new release or version of the Amtrak API within ninety (90) calendar days of the mutually agreed upon date for Sabre to upgrade to the new version of the Amtrak API, as referenced in Section 5.9 herein.

6.8 Amtrak will analyze and advise, as soon as possible, but no later than any other Third Party Reservations Outlet is advised, if any of its web services development may have potential impact to the way Amtrak's Content is distributed through the Sabre System. Sabre shall have at least ninety (90) days to test such changes prior to Amtrak moving any such changes to production, but no shorter time period than any other Third Party Reservations Outlet.

6.9 Sabre must conduct all testing against the test environment and not the production environment. If it is determined that testing is being done against the production environment, then Amtrak has the right to block access to the production environment.

6.10 Sabre will send web services requests using a secure Internet connection. There will be no leased lines or VPN connections. Secured Internet connections will be used in development/QA test and production. The Sabre application will be configurable to accommodate changes in the URL of the Amtrak's web service. The URL of the web service should not be hard coded in the application.

6.11 Sabre will recognize Amtrak's 24x7 production system availability, which excludes a bi-weekly maintenance window each Sunday from 3:30 a.m. to 4:00 a.m. U.S. ET and a ninety (90) minute maintenance window quarterly. Amtrak reserves the right to extend the weekly maintenance window and will provide Sabre a three (3) days' notice where possible.

6.12 Sabre must adhere to Amtrak's hours of test system availability, normally during core business hours, Monday through Friday, 8:30 a.m. to 5 p.m. EST. Test systems are not available on Wednesday 8 p.m. to Thursday 8:30 a.m. Sabre may have access to test systems at other times; however, Amtrak staff cannot support them. With prior arrangement, Sabre may access a supported test system outside core business hours.

6.13 Upon execution of this Agreement, the parties shall mutually define and implement a procedure and time window for Sabre to request Amtrak web services changes (bug fixing, evolution etc.). In the event that the parties cannot come to agreement on any requested material change, but mutually agree that not implementing such change has a materially negative impact to the services provided by Amtrak to Sabre under this Agreement, then Sabre may terminate this Agreement with ninety (90) days' notice. Each party shall be responsible for the costs it incurs with regards to any web services changes.

6.14 The Amtrak API is accessible over the Internet via PCI standard transmission encryption, currently TLS. In addition to TLS, client certificates will be used for connection authentication. Sabre must present a valid TLS client certificate during the handshake for the connection to be established.

6.15 TLS Client Certification for Production environment must be issued by a well-known signing authority. The certificate must be a 256-bit certificate, with a 2048 bit key.

6.16 Sabre may provide a single self-signed certificate for Amtrak's test and development environments. The certificate must be a 256-bit certificate, with a 2048 bit key. Amtrak recommends that Sabre use a meaningful common name for the test certificate.

6.17 All TLS Client Certificates must be valid for at least one (1) year. Sabre must provide Amtrak a new or renewed TLS Client Certificate at least thirty (30) days before the expiration of the previous certificate. Sabre will not be notified by Amtrak of their expiring TLS certificates.

6.18 Sabre will notify Amtrak of the implementation schedule for any projects related to the XML Interface and of any business changes that could drive an increase in transaction volumes, so that necessary preparations can be made to support the changes. Sabre will use commercially reasonable efforts to test any changes to the XML Interface that Sabre reasonably believes will impact Amtrak. The parties will work together in good faith to minimize impact to the both parties' systems as defined in Section 6.19.

6.19 The parties agree to work in a cooperative effort to address transaction workload concerns when transaction volumes exceed estimates from the Amtrak web services registration document. In the event service call monitoring reveals volumes exceeding the agreed upon transaction rates, Amtrak will notify Sabre and both parties will use commercially reasonable efforts to ensure workload returns to the expected volumes within a timeframe mutually agreed upon by the parties. Should those efforts be unsuccessful, Amtrak reserves the right to limit (throttle), disable and/or suspend access to the Amtrak API in the interest of preserving reservation system performance, while the parties immediately explore necessary alternatives. In the event Amtrak limits, disables or suspends access, Amtrak shall provide prompt notice thereof to Sabre.

6.20 Amtrak warrants that it will use its access to the Sabre System for the sole purposes outlined in this Agreement and will not access any information in the Sabre System, or Rail Distribution System and Related App other than that required to do so. Should Amtrak desire to access Sabre or the Sabre System, or the Rail Distribution System and Related App for any other purpose or to develop any additional product, Amtrak must first obtain prior written approval from Sabre in the form of either an amendment to this Agreement or a new agreement. Any violation of the foregoing, as determined at Sabre's discretion, shall be a material breach of this Agreement and Sabre may terminate this Agreement immediately.

6.21 Sabre System Usage. Sabre grants Amtrak a non-exclusive, non-transferable, limited right to use the Sabre System solely to obtain travel-related information, solely for use in complying with this Agreement and for no other purpose. This Agreement does not grant a license or any right to Amtrak to access the Sabre System or to use its rights and access hereunder to develop any product or application other than the approved project(s) under this Agreement which are designed to interface with, or use data derived from, the Sabre System.

6.22 Reciprocal System License. Sabre grants to Amtrak a non-exclusive, non-transferable and limited license to use the System Software provided by Sabre solely in connection with this Agreement, provided that Amtrak remains in compliance with the terms of this Agreement. No license is granted to Amtrak for any other purpose. Sabre retains exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights, other proprietary rights and all other industrial rights in the System Software, including any derivative work, modification, update or enhancement. All rights in and to the System Software not expressly granted to Amtrak in this Agreement are reserved by Sabre and its suppliers. Amtrak acknowledges that nothing in this Agreement gives Amtrak the right to use any trademark, trade name or service mark of Sabre, or any third party from whom Sabre has acquired license rights with the exclusion of the specific branded title "Sabre Authorized Associate," using the logo and verbiage provided by Sabre, which Amtrak may use during the term of this Agreement provided the Amtrak is in full compliance with this Agreement. Sabre may terminate this limited license as to any project without affecting the validity and enforcement of this Agreement as to any other project. Amtrak grants to Sabre a non-exclusive, non-transferable and limited license to use the Amtrak API provided by Amtrak and to access the Amtrak System in connection with this Agreement and promotion and marketing of Amtrak's Travel Services, provided that Sabre remains in compliance with the terms of this Agreement. No license is granted to Sabre for any other purpose. Amtrak retains exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights, other proprietary rights and all other industrial rights in the Amtrak API and Amtrak System, including any derivative work, modification, update or enhancement. All rights in and to the Amtrak API not expressly granted to Sabre in this Agreement are reserved by Amtrak. Sabre acknowledges that nothing in this Agreement gives Sabre the right to use any trademark, trade name or service mark of Amtrak, or any third party from whom Amtrak has acquired license rights without Amtrak's consent.

6.23 Sabre System and System Software Restrictions. Amtrak will not disclose, lease, sell, export, distribute, copy, transfer or assign the System Software, or any application created using the System Software, in whole or in part, to any third party without Sabre's prior written consent, and doing so would be considered a material breach of this Agreement and cause for immediate suspension of the use of the System Software with notice.

6.24 Amtrak API and Amtrak System Restrictions. Sabre will not disclose, lease, sell, export, distribute, copy, transfer or assign the Amtrak API, or any application created using the Amtrak API, in whole or in part, to any third party without Amtrak's prior written consent, and doing so would be considered a material breach of this Agreement and cause for immediate suspension of the use of the Amtrak API with notice.

6.25 Harm to Sabre's business. Amtrak shall not use its rights and access hereunder to create any product or application that causes harm to Sabre's business. A non-exclusive list of prohibited ways a product or application would harm Sabre's business, when used in a manner not in compliance with the terms of this Agreement, includes the facilitation of bypass of the Sabre System or the Rail Distribution System and Related App, redirection of bookings (or facilitation of the redirection of bookings) to some Third Party Reservations Outlet other than the Sabre System or the Rail Distribution System and Related App, and facilitation of the display of content that comes from

sources other than the Sabre System when that content is available in the Sabre System. Amtrak agrees that it will not in any manner whatsoever require (directly or indirectly), or otherwise encourage or induce Sabre Users to migrate off of the Sabre System or the Rail Distribution System and Related App to another GDS, nor will Amtrak promote usage of another GDS any more favorably than Sabre. Any bookings created by Sabre employees for test purposes will be considered Test Bookings for purposes of this Agreement.

7. JOINT TERMS AND CONDITIONS

7.1. Each party shall use commercially reasonable efforts to (a) support the connectivity and access of Sabre System, and/or Rail Distribution System and Related App to and from the Amtrak System and; (b) comply with the requirements of PCI-DSS if applicable. Each party shall be solely responsible for its own systems and applications. Each party shall provide reasonable assistance and cooperation to the other party to support the sale and booking of Travel Services through Sabre System, and/or Rail Distribution System and Related App.

7.2. Sabre will provide reasonable initial customer service assistance and technical support to Sabre Users. Any customer service or technical issues that are determined to be related to the Amtrak API will be escalated to Amtrak for resolution. Upon such escalation, Amtrak shall become the primary provider of technical support to resolve such issues.

7.3. If Amtrak or Sabre experiences a system problem, then either party shall have the right to inhibit access to the Sabre System or the Rail Distribution System and Related App during the period of time that such system problem exists. If such a problem is a scheduled outage, each party shall be responsible for notifying the other without undue delay and each party will reinstate access to the Sabre System or the Rail Distribution System and Related App via the procedures agreed upon by both parties in advance of the scheduled system outage. In the event of an emergency situation, each party shall notify the other without undue delay and reinstate access to the Sabre System or the Rail Distribution System and Related App without undue delay.

7.4. Each party will be responsible for all expenses and communication costs, including without limitation costs incurred for software coding and hardware, necessary to support its own systems.

7.5. Each party will advise the other, in writing, of all planned changes to connectivity, formats, entries and responses in its System that may have a material adverse impact on the other's system within a commercially reasonable time period in order to allow the other to make modifications it deems necessary. Such modifications will be made at such party's sole expense.

7.6. If either Sabre's or Amtrak's system reaches capacity limits or becomes nonoperational, Amtrak and/or Sabre will implement the appropriate mechanisms and/or fallback procedures necessary to stabilize the system.

7.7. Subject to Section 6.22, each party must obtain the prior approval from the other for any promotional communications or public announcements that use any of the other's registered service marks, trade names, trademarks, logos or other intellectual property, except as naturally required to distribute Amtrak's product through the Sabre System or the Rail Distribution System and Related App.

7.8. If Amtrak divests or no longer controls one or more Affiliates or other operations that were receiving services under this Agreement (each a "Former Affiliate"), at Amtrak's request, Sabre shall continue to provide the services to Amtrak and to such Former Affiliate during the Divestiture Period (a period of time to be determined by Amtrak not to exceed six (6) months after the closing date of such transaction) pursuant to a new contract being negotiated in good faith between Sabre and such Former Affiliate as soon as is reasonably practicable. During the Divestiture Period, the parties agree that Amtrak shall be responsible for such Former Affiliate's compliance with the provisions of this Agreement. The parties further agree that the fees charged to such Former Affiliate for Services on or after the effective date of the new contract will be as set forth in that new contract.

7.9. The parties will issue a joint press release upon signature of this Agreement which shall include a quote from an executive of Amtrak. Additionally, Sabre is authorized to indicate publicly that Amtrak is a customer of Sabre, participates in the Sabre distribution system and to utilize the Amtrak name and brand to market Amtrak Travel Services.

7.10. Either party, including Amtrak's Office of the Inspector General (the "OIG"), shall have the right during regular business hours, and upon reasonable notice to the other party, to audit and inspect records of the other party (in hard copy and/or electronic format) to ensure compliance with the Agreement, including without limitation, all data and records relating to:

7.10.1. support for any proposal, change order, or request for equitable adjustment submitted to either party by the other party;

7.10.2. Agreement compliance and performance, including any work or deliverables in progress;

7.10.3. support for all direct and indirect costs as invoiced to Amtrak by Sabre whether from Sabre's records or Amtrak's records.

7.11. The parties agree to maintain all such data and records throughout the term of the Agreement and until three (3) years after final payment under the Agreement, and agree to commercially reasonable efforts to cooperate with all audit activities.

7.12. In connection with audit and inspection activities, the auditing party shall be afforded, upon request, (a) access to the other party's facilities and to Agreement work or deliverables in progress, (b) the opportunity to interview the party's employees with relevant knowledge concerning any matter relating to the Agreement, and (c) adequate and appropriate workspace.

7.13. The parties agree to reimburse the other party, within sixty (60) days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by the parties in the course of post-audit conversations.

7.14. Sabre shall use commercially reasonable efforts to provide to the OIG all subcontractor and agent data and records that the OIG may request in connection with an audit, inspection, or investigation relating to this Agreement.

7.15. Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

7.16. Sabre shall include the provisions of this clause in every subcontract or purchase order (b)(4) as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders (b)(4). Sabre shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause. Subcontractor shall mean an entity hired by Sabre to perform tasks specifically for Amtrak and excludes Sabre's suppliers and contractors providing goods and services that support Sabre's business generally.

8. FEES AND PAYMENT

8.1. Fees payable by Amtrak to Sabre shall be based on whether an Amtrak PNR was created through the XML Interface or the Legacy Interface.

8.2. Fees payable by Amtrak to Sabre for PNRs created through the XML Interface shall be based on (i) total number of Amtrak PNRs created in the Sabre System and; (ii) the point of sale from which the PNR is generated.

8.2.1. Home Country is defined as the United States Point of Sale.

8.2.2. Rest of World is defined as any other Points of Sale.

8.2.3. The "0-410,000" fees will apply to all PNRs from 0-410,000. For all PNRs beyond 410,000, the "410,001+" fees will apply.

8.2.4. For the avoidance of doubt, the total count of Net PNRs with respect to Table A below will include only PNRs made through the XML Interface.

Table A
(b)(4)

8.3. For all Net PNRs created through the Legacy Interface, Amtrak shall pay to Sabre a monthly fee that is equal

(b)(4)

8.4. All fees payable by Amtrak to Sabre for PNRs, whether such PNR was created in the Legacy Interface or the XML Interface, will be for Net PNRs.

(b)(4)

8.6. The parties agree and acknowledge that as of the Effective Date of this Agreement, Amtrak will self-report all relevant data within ten (10) days following the end of each month to Sabre in order for Sabre to bill Amtrak for such month according to this Section 8 (the "Billing Data") until Sabre no longer requests the Billing Data. The Billing Data shall include, but is not limited to, the total volume of Amtrak PNRs created by Sabre Users in such month by point of sale and all Cancellations made in such month. Amtrak warrants and represents that all data delivered to Sabre for billing purposes accurately reflects all Sabre User reservation activity that took place during the time period measured.

8.7. Amtrak shall pay all invoices in full when due directly to Sabre, even if Amtrak disputes any amount set forth in any invoice. Amtrak shall notify Sabre in reasonable detail of the basis for any disputed amount on any invoice within three (3) months of the date of the invoice (the "Dispute Notice"). Upon receipt of any such Dispute Notice, the parties shall discuss the same with reasonable promptness and in good faith with the objective of resolving such dispute within three (3) months of receiving the Dispute Notice. Should there be extenuating circumstances necessitating more time for dispute resolution, the parties will work together and agree upon a reasonable timeframe for resolution. Upon resolution of dispute, if it is determined that monies are due to Amtrak, Sabre will apply a credit in the applicable amount to the following month's invoice.

8.8. Upon Sabre receiving, acknowledging receipt, and confirming accuracy of each month's Billing Data, Sabre shall subsequently invoice Amtrak within one hundred and twenty (120) days of acknowledging receipt of such month's Billing Data (the "Billing Timeframe"). Such invoice shall set forth the applicable fees and/or other applicable charges for the month computed in accordance with this Agreement. Should Sabre fail to invoice Amtrak within the Billing Timeframe, such invoice becomes null and void and will not be payable by Amtrak.

(b)(4)

8.10. Unpaid Charges on Termination. Upon termination of this Agreement, all unpaid charges properly owed by Amtrak and invoiced by Sabre will become due and payable within thirty (30) days, and Amtrak will forthwith remit payment thereof.

9. TERM

This Agreement will commence on the Effective Date and will continue in effect for three (3) years ("Initial Term"), unless it is terminated earlier in accordance herewith. This Agreement continues in effect after the Initial Term until terminated by either party, upon at least ninety (90) days prior written notice to the other party unless terminated earlier in accordance herewith.

10. NOTICES

All notices, requests, and releases under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, electronically mailed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below. Any notice which is received after 1630 local time of the recipient (or on a weekend day), will be deemed given the following business day. Any of the addresses (or other information) in this Section 10 may be changed on at least ten (10) days prior notice to the other party. The foregoing requirements do not limit or prohibit day-to-day communications between the parties via email or other means.

If to Sabre:

Sabre GBLB Inc.
3150 Sabre Drive

Southlake, Texas 76092 USA
Attn: Managing Director, Travel Supplier Distribution

With a copy to:

Sabre GBLB Inc
3150 Sabre Drive
Southlake, Texas 76092 USA
Attn: General Counsel

If to Amtrak:

Amtrak
Attn: Director, Third Party Distribution
Address: National Railroad Passenger Corporation
10 G Street, NE, Suite 4W-188
Washington, DC, 20002

11. INDEMNIFICATION AND INSURANCE

11.1. Each party (as the "Indemnifying Party") shall defend and indemnify the other party (as the "Indemnified Party") and its officers, directors, employees, agents, servants, contractors, subcontractors, successors, assigns and subsidiaries and their respective successors, assigns and personal representatives (collectively "Indemnified Parties"), from and against any claims, losses, liabilities, fines, penalties, actions, damages, costs and expenses whatsoever (including costs of defense and attorneys' fees) collectively "Claims") brought by a third party, which any of the Indemnified Parties may hereafter incur, have responsibility for or arising out of or related to:

- a) the negligent or the willful act or failure to act by the Indemnifying Party and/or its directors, officers, employees, agents, subcontractors, servants, or any other person acting for or on behalf of the Indemnifying Party;
- b) the Indemnifying Party's breach of any term of this Agreement;
- c) any actual or claimed infringement or misappropriation of third-party intellectual property right(s) by the Indemnifying Party;
- d) the Indemnifying Party's breach of any contract, promise or undertaking with or to any third party and related to this Agreement, and/or
- e) any Claims related to a data security breach or breach of confidentiality obligations of the Indemnifying Party arising out of the wrongful actions of the Indemnifying Party.

The Indemnified Party shall (a) notify the Indemnifying Party in writing within a reasonable time of any notice of any such Claim and (b) provide the Indemnifying Party the sole control of the defense of any action on such Claim and all negotiations for its settlement or compromise, provided, however, that the Indemnifying Party or Indemnified Parties will not settle or compromise any such Claim without the prior written consent of the Indemnified Party, which will not be unreasonably withheld, and the Indemnified Party shall have the option to participate in such action at its own expense.

The existence of any insurance policy procured or maintained by a party or any limitation on the amount or type of damages, compensation or benefits payable by or for a party or any subcontractor shall not limit the indemnification obligations under this Section 11

11.2. Sabre shall maintain commercial general liability insurance covering liability imposed upon Contractor arising out of all obligations assumed by Sabre under the terms of the Agreement. Products/completed operations liability, personal injury liability and advertising liability coverages are to be included. National Railroad Passenger Corporation will either be named as, or considered by virtue of this agreement, an additional insured with and the policy shall contain a waiver of subrogation in favor of National Railroad Passenger Corporation, its employees and agents. Coverage under this policy shall have a limit of liability of (b)(4)

(b)(4)

11.3. Sabre shall maintain an errors and omissions/professional liability insurance policy/network risk covering Sabre in the performance of its obligations under the Agreement. Network risks includes coverage for the perils of unauthorized network access, failure of security, and breach of privacy, as well as the cost of notification of persons whose information may have been breached and the payment for the defense of and judgments, settlements, fines or penalties that result from regulatory violations. Such insurance shall include an affirmative coverage grant for

contingent bodily injury and property damage emanating from the failure of services under the Agreement or an error or omission in the content/information provided. Coverage under this policy shall have limits of liability of (b)(4)

(b)(4)

12. FAILURE OR DELAY OF SERVICE

NEITHER PARTY WILL BE LIABLE TO EACH OTHER, NOR DEEMED TO BE IN DEFAULT UNDER THIS AGREEMENT ON ACCOUNT OF ANY DELAYS, ERRORS, MALFUNCTIONS, OR BREAKDOWNS WITH RESPECT TO THE EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER PROVIDED THAT THEY HAVE USED COMMERCIALY REASONABLE EFFORTS TO PREVENT SUCH DELAYS, ERRORS, MALFUNCTIONS OR BREAKDOWNS.

13. WARRANTIES AND DISCLAIMER OF WARRANTIES

Each party represents and warrants to the other that:

- a) It knows of no circumstances that would materially impede its ability to perform under this Agreement and shall promptly notify the other party in writing if it acquires knowledge of any circumstances that would materially impede its ability to perform under this Agreement;
- b) It has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement;
- c) It is not the subject of any litigation initiated by any credit card association or credit card processor with respect to its acceptance of credit card payments on behalf of itself or any other merchant;
- d) It shall perform its responsibilities under this Agreement with promptness and diligence and in a professional manner.
- e) It shall use commercially reasonable efforts to ensure that its systems accessed by the other party or its customers do not contain or pass to the other party any spyware or adware software code.
- f) It shall handle all customer inquiries and complaints that each party is responsible for in a prompt, courteous and diligent manner and shall reasonably cooperate with the other party to deal appropriately with any customer complaint.
- g) It knows of no agreements, injunctions, restrictions or otherwise exist which may prohibit it from performing its obligations under this Agreement either by statute, rule, regulation, agreement or otherwise; and
- h) its advertising, marketing and promotional materials, including its websites, will not:
 - i. constitute libel, defamation, false or illegal advertising;
 - ii. constitute an invasion of privacy or a violation of the rights to publicity of any third party;
 - iii. contain, link or refer to any offensive or indecent information of any kind; or
 - iv. suggest or state that Sabre and Amirak have any relationship as agents for one another, as partners, as joint venturers or similar relationship, except as expressly provided herein.

If a party becomes aware of any claim, allegation or notification that the foregoing warranties have been breached, it shall promptly notify the other party.

EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH PARTY DISCLAIMS, AND THE OTHER PARTY ACCEPTS SUCH DISCLAIMER AND WAIVES ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT INCLUDING ANY WARRANTY WITH RESPECT OR RELATED TO SATISFACTORY QUALITY, MERCHANTABILITY, SUITABILITY ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NONINFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF ANY EQUIPMENT, DATA, PARTICIPATION OPTIONS OR OTHER SERVICES PROVIDED HEREUNDER. NEITHER PARTY WARRANTS THAT ITS SYSTEMS, APPLICATIONS OR API WILL BE ERROR-FREE.

14. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS RELATED TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS AND SUBSIDIARIES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES (COLLECTIVELY, ITS "REPRESENTATIVES") SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING ANY LOSS OF REVENUES, PROFITS OR OPPORTUNITIES) HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF ANY SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE.

EXCEPT AS PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT EXCEEDING TWO MILLION DOLLARS USD (\$2,000,000). FOR ANY CLAIMS ARISING IN CONNECTION WITH SECTION 11.1(E) OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT EXCEEDING SIX MILLION DOLLARS USD (\$6,000,000). ANY CLAIMS RELATED TO WILLFUL MISCONDUCT, GROSS NEGLIGENCE, PAYMENT OBLIGATIONS OR ARISING IN CONNECTION WITH SECTION 11.1(C) SHALL NOT BE SUBJECT TO A LIMITATION OF LIABILITY SET FORTH IN THIS PARAGRAPH).

In the event that the actual total liability of Sabre under or in connection with Section 11.1(e) is reduced to fifty percent (50%) or less of the liability cap amount, Amtrak may request in writing that Sabre agree to an amendment to this Agreement that will restore the total liability of Sabre under the liability cap, on a going-forward basis, to the original stated amount. Sabre may either (a) agree to and promptly execute an amendment, or (b) decline to execute the amendment. If Sabre declines to execute an amendment, Amtrak may terminate this Agreement, without penalty and without such termination constituting a breach or default.

15. TITLE

Title and full and complete ownership rights to all Sabre and Sabre Affiliate owned or developed software used in the performance of this Agreement will remain with Sabre or the applicable Affiliate. Title and full and complete ownership rights to all Amtrak and Amtrak Affiliate owned or developed software used in the performance of this Agreement will remain with Amtrak or the applicable Affiliate. Each party understands and agrees that the other party's owned or developed software is a trade secret and proprietary information, whether or not any portion thereof is or may be validly copyrighted or patented. Specifically, Sabre and its Affiliates acknowledges that the Amtrak System is Amtrak owned and developed software and the Amtrak API is owned and developed by Amtrak, and Sabre and its Affiliates have no rights or interests in the Amtrak System (other than the limited use rights as set forth herein). Notwithstanding the preceding, Amtrak grants to Sabre and its Affiliates a perpetual, worldwide, non-exclusive, non-transferable license to use any Amtrak API, including executable code, that presently exists or is developed during the term of this Agreement and any improvement or derivatives thereof along with any accompanying documentation solely for Sabre and Sabre Affiliates internal operations. Amtrak acknowledges that the Sabre System software and Rail Distribution System software is Sabre owned and developed software and Amtrak has no rights or interests in these.

16. ASSIGNMENT

Neither party shall assign, transfer, license, sublicense, delegate, franchise or otherwise convey this Agreement or any rights or obligations hereunder to any Person (collectively a "Transfer") without the prior written consent of the other party. Any Transfer in violation of this Agreement is null and void, unless consent is obtained from the non-assigning party after the fact.

17. NON-EXCLUSIVITY

This is a non-exclusive Agreement and similar agreements may be entered into by Sabre or Amtrak with any other party.

18. TERMINATION

18.1. Either party may terminate this Agreement upon written notice to the other party if the other party breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. In the event of an incurable material breach, the non-breaching party may give notice of such to the breaching party to require discussions of future appropriate conduct. If such discussions do not lead to an agreeable solution within twenty (20)

days from such notice, the non-breaching party may terminate this Agreement upon ten (10) days written notice to the breaching party.

18.2. Notwithstanding anything to the contrary in this Section 19, a party may terminate this Agreement immediately upon written notice, without providing opportunity to cure, upon the occurrence of any of the following:

- a) the filing of any petition by or against the other party under any chapter of the Bankruptcy Code, or other insolvency or bankruptcy act enacted by a duly constituted legislative body of government;
- b) a dissolution and winding up of the other party's business;
- c) an occurrence of a general assignment for the benefit of creditors of the other party;
- d) an appointment of a receiver or trustee to take possession of all or substantially all of the assets of the other party; or
- e) a party is directed to do so by a U.S. governmental regulatory body.

18.3. If one party sells all or materially all of its assets used in its performance of this Agreement, such party shall give notice to the other party within thirty (30) days of such sale being finalized. The other party may terminate this Agreement within thirty (30) days of such notice.

18.4. If performance of this Agreement is prohibited by law or by the rules of any applicable payment network (including Visa Inc., MasterCard Incorporated, Discover Financial Services, American Express Company, Bank of American Merchant Services, or current Amtrak Acquirer, or UATP), the parties may negotiate to restructure this Agreement to comply with the applicable law or rules; however, if restructuring is unsuccessful or not commercially feasible, then either party may terminate this Agreement upon the latter to occur of (a) the effective date of the change in law or rule; and (b) sixty (60) days following notice from one party to the other party of such prohibition.

18.5. If Amtrak engages in any activity that disadvantages in any material respect the Sabre System or Sabre vis-à-vis any other GDS, Sabre may terminate this Agreement unless Amtrak ceases such activity within thirty (30) days after Sabre gives notice to Amtrak requesting that Amtrak cease such activity.

18.6. Notwithstanding anything to the contrary in this section 19, either party may terminate this Agreement within thirty (30) days advance written notice if the other party is unable to process settlement with ARC as it relates to the Legacy Interface.

19. INDEPENDENT CONTRACTORS

Sabre and Amtrak will be deemed independent contractors with respect to each other, and nothing in this Agreement is intended nor will be construed to create or establish the relationship of principal and agent, partners or joint ventures between the parties hereto.

20. GOVERNING LAW

This Agreement and any disputes arising hereunder or out of the relationship between the parties will be governed by the laws of the United States and the District of Columbia without regard to its conflict of laws rules. Each party hereby consents to the non-exclusive jurisdiction of the courts of the District of Columbia and the United States District Court for the District of Columbia in any dispute arising out of this Agreement. The United Nations Convention on the International Sales of Goods is specifically excluded from this Agreement.

21. FORCE MAJEURE

Except for Amtrak's payment obligations, neither party has any responsibility or liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, communications failures, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, acts of terrorism, war, and acts of civil and military authorities, provided that such party gives the other party prompt written notice of its failure to perform and the reason therefore and employs its reasonable efforts to limit the resulting delay in performance. If either party fails to perform any of its obligations under this Agreement due to a Force Majeure condition, as defined in this Section, for sixty (60) successive days, the other party has the right to terminate this Agreement upon thirty (30) days' advance written notice.

22. COMPLIANCE WITH LAWS

Each party agrees that, throughout the entire term of this Agreement, it shall comply with laws, rules and regulations applicable to its performance under this Agreement.

23. WAIVER

No waiver of a breach of any provision of this Agreement by either party will constitute a waiver of any subsequent breach of the same or any other provisions hereof and no waiver will be effective unless made in writing.

24. HEADINGS

The headings appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions.

25. CONFIDENTIALITY

25.1. For purposes of this Agreement, "Confidential Information" means any of the following information provided by or on behalf of either party (as the "Disclosing Party") to the other party (as the "Receiving Party") in connection with this Agreement, including information provided prior to the date hereof or the Effective Date that is clearly marked as "confidential" or the equivalent or is identified by the Disclosing Party as confidential before, during or promptly after the presentation or communication other than that anticipated to be disclosed as a part of Sabre rendering the services hereunder.

a) Information about the Disclosing Party or its Affiliates, or their respective business or employees, that the Receiving Party obtains in connection with this Agreement, in each case including, without limitation:

- i) information concerning current and future product roadmap information, marketing plans, and financial results,
- ii) information regarding business systems, methods, processes, financing data, programs and products;
- iii) information unrelated to this Agreement obtained by the Receiving Party in connection with this Agreement by accessing or being present at the business location of the Disclosing Party;
- iv) proprietary technical information, including trade secrets, source codes or other proprietary information of the Disclosing Party developed in connection with this Agreement; and
- v) any term or condition of this Agreement that is identified as confidential or readily understood to be confidential, including the financial terms.

b) Without limiting the foregoing, Amtrak Confidential Information includes the following:

(i) As between Sabre and Amtrak, Payment Related Information of its customers, agents, and contractors; information relating to customers or prospective customers created or obtained in connection with this Agreement, including the Payment Related Information of its customers. Notwithstanding the foregoing, i) the parties acknowledge that multiple other persons have rights in such information including travel agencies, other suppliers, credit card companies and banks and the traveler, and ii) that Sabre has the right to service such customers, including communicating about such information to those parties already in possession of such information.

(ii) all technical information as it relates to the Amtrak System and the Amtrak API.

c) Without limiting the foregoing, Sabre Confidential Information includes the following:

(i) all technical information related to the Sabre System and the Rail Distribution System and Related App;

- (ii) all information regarding Sabre's agents and subcontractors; and
 - (iii) Sabre's financial statements.
- 25.2. The Receiving Party shall maintain, dispose of and otherwise treat all Confidential Information of the Disclosing Party in accordance with applicable laws and with the same degree of care as it accords its own Confidential Information, but in no event less than a reasonable degree of care.
- 25.3. The Receiving Party shall use and disclose Confidential Information only for the purpose of performing its obligations or enforcing its rights with respect to this Agreement in the normal course of business or as otherwise expressly permitted by this Agreement, and shall not obtain, use or disclose Confidential Information for any other purpose. The Receiving Party shall, in accordance with the terms of this Agreement, limit access to Confidential Information to those employees, authorized agents, vendors, consultants, accountants, and service providers who have a commercially reasonable need to access such Confidential Information in connection with this Agreement.
- 25.4. Upon the termination or expiration of this Agreement, the Receiving Party shall comply with the Disclosing Party's reasonable instructions regarding the disposition of the Confidential Information, which may include return to the Disclosing Party of any and/or all of the Confidential Information (including any electronic or paper copies, reproductions, extracts or summaries thereof). The Receiving Party may retain one archived copy of such material, subject to the terms of this Agreement, which the Receiving Party may use solely for legal and regulatory purposes or to fulfill its otherwise legitimate obligations under this or other agreements and not for any other purpose. The Receiving Party shall certify, upon request from the Disclosing Party, such compliance in writing, including a certification that the Receiving Party has not kept any copies of Confidential Information except as necessary for legal, contractual and regulatory purposes.
- 25.5. With respect to Confidential Information, the parties shall:
 - a) Keep the Confidential Information confidential and secure in accordance with Section 26 of this Agreement;
 - b) Treat all Payment Related Information in accordance with the then-current requirements of the Payment Card Industry (PCI) Data Security Standards requirements;
 - c) Implement and maintain commercially reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable authentication, access controls, virus protection and intrusion detection practices and procedures in accordance with Section 26 – Security of Confidential Information of this Agreement; and
 - d) Ensure that any person with access to the Confidential Information is subject to an existing obligation to maintain the confidentiality of the information or otherwise agrees in writing to follow the Confidentiality provisions of this Agreement.
- 25.6. Without limiting the foregoing, in the event of an information security breach of Sabre resulting in a reasonably suspected or actual breach of the security of the data of any Amtrak customer whose Nonpublic Personal Information or Payment Related Information is or is reasonably believed to have been acquired or viewed by an unauthorized person or for unauthorized purposes, Sabre shall be responsible for complying with all applicable laws requiring notification to Amtrak customers or Amtrak whose nonpublic personal information or Payment Related Information may be compromised or reasonably believed to be comprised due to a security breach, including mailing notice, if required, to the Amtrak customers at Sabre's sole expense. "Non-Public Personal Information" means (i) personally identifiable information, and (ii) any list, description, or other grouping of customers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available.
- 25.7. If such incident is solely related to Amtrak customers, the parties shall consult regarding the content of any such notice and the service to be provided. In advance of mailing the notice in such case, the parties shall agree upon the content of any such notice.
- 25.8. The restrictions on disclosure of Confidential Information in this Section shall not apply to information that

- a) Is already rightfully known to the Receiving Party, wholly apart from this Agreement as shown by the Receiving Party's written records, at the time it obtains Confidential Information from the Disclosing Party;
- b) At the time of the disclosure is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations;
- c) Is lawfully received by the Receiving Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement;
- d) Is contained in, or is capable of being discovered solely through examination of publicly available records or products, provided that Personal Data shall not be deemed non-confidential merely because it is capable of being discovered through examination of publicly available records or products;
- e) Is required to be disclosed by applicable law, regulation, valid court order, government agency order, for law enforcement purposes, or by a self-regulatory body provided that (i) if possible, the Receiving Party shall promptly notify the Disclosing Party of any such requirement prior to disclosure to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent or limit that disclosure, and (ii) Confidential Information of the Disclosing Party must only be disclosed to the extent required; or
- f) Is developed by the Receiving Party without the use of any proprietary or non-public information provided by the Disclosing Party under this Agreement, as demonstrated by the written records of the Receiving Party.

26. SECURITY OF CONFIDENTIAL INFORMATION

- 26.1. The parties shall at all times maintain physical, electronic, administrative and procedural security measures designed to protect all confidential information and Personal Data from both internal and external threats and sufficient to comply with all applicable local, state and federal laws and all rules and regulations concerning the security of such data.
- 26.2. During the Term of this Agreement, each party will comply with requirements defined by Payment Card Industry Data Security Standards ("PCI-DSS") as amended over the term and the data protection requirements of the payment card companies with respect to the performance of the Services. The parties acknowledge their individual responsibility for protection of Payment Information under each party's control and access and that interpretation and enforcement of PCI is the responsibility of payment card companies and external to this Agreement.
- 26.3. Sabre agrees to participate in any required payment card company registrations applicable to its obligations under this Agreement or otherwise to Sabre in its provision of the Sabre Services.
- 26.4. Each party has and shall maintain reasonable information security policies.
- 26.5. Each party shall maintain and enforce safety and physical security procedures with respect to its access and maintenance and disposal of Confidential Information that:
 - a) in the case of Payment Related Information, meets or exceeds PCI DSS requirements for safety and physical security;
 - b) provides appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Personal Data under this Agreement; and
 - c) provides for the secure destruction or deletion of Personal Data in accordance with applicable laws.
- 26.6. The parties have the right to disable and/or suspend access to their respective networks to investigate any situations that may appear as possible DOS (Denial of Service) attacks.

27. INVALIDITY

If any provision of this Agreement is determined to be in violation of any applicable statute, law, rule of law, or regulation, whether now in existence or enacted or adopted at a later date ("Applicable Law"), or to result in, give rise to, or otherwise relate to, under any Applicable Law, any obligation of Sabre to offer to any other Person any term, condition, agreement or arrangement of any kind, Sabre, in its sole discretion, may elect to either: (a) terminate this Agreement upon thirty (30) days' notice to Amtrak; or (b) cause this Agreement to remain in effect and be construed as if such provision(s) (and any other provision(s) directly related thereto) are not contained herein (unless their deletion would result in such a material change as to cause the transactions contemplated hereby to be unreasonable to either party).

28. ENTIRE AGREEMENT

This Agreement (incorporating any Work Order(s) made under this Agreement) supersedes any previous agreements, modifications, amendments or waivers and contains the entire agreement between Amtrak on the one hand and Sabre and/or Sabre Inc. on the other hand with respect to the subject matter hereof and no amendment or modification will be effective unless made in writing and duly executed by both parties.

29. NO BENEFIT TO OTHERS

This Agreement is for the sole benefit of the parties hereto and their successors and assigns.

30. COUNTERPARTS

This Agreement may be executed in one or more counterparts, both of which are a single agreement, and shall be deemed executed when counterparts have been signed by each party and delivered to the other. Sabre and Amtrak have executed this Agreement as of the date indicated below.

National Railroad Passenger Corporation

Sabre GBL, Inc.

(b)(4)



**Amtrak Corporate Incentive Commission Agreement
For American Automobile Association, Inc.**

This Amtrak Corporate Incentive Commission Agreement ("Agreement") for travel discounts on select Long Distance and Downeaster train services is entered into by and between the National Railroad Passenger Corporation ("Amtrak"), located at 1 Massachusetts Avenue NW, Washington, DC 20001, and American Automobile Association, Inc. ("Company"), having its principal place of business at 1000 AAA Drive, Heathrow, Florida 32746.

THIS AGREEMENT PROVIDES THE TERMS AND CONDITIONS FOR COMPANY'S TRAVEL INCENTIVE COMMISSION ONLY. THE AGREEMENT GOVERNING THE PROVISION OF RAIL SERVICES IS AMTRAK'S CONDITIONS OF CARRIAGE.

I. Commission Incentive

Amtrak will give Company's Designated Travel Agencies (defined below) the commission amounts provided in Attachment 1 – Incentive Commission Program (the "Commissions"). The Commissions are valid for business and/or personal travel booked by the Designated Travel Agencies. The Commissions are not valid for use in conjunction with any other Amtrak promotion, discount or special offer.

To receive the Commissions, one of Company's designated travel agencies, listed in Attachment 2 – Designated Travel Agencies (the "Designated Travel Agencies") must book travel using the Railkey Technology Solutions, LLC booking platform ("Booking Channel"). Company may amend its list of the Designated Travel Agencies at any time by providing at least thirty (30) days' advance written notice to Amtrak. Company will immediately report to Amtrak any fraudulent or unauthorized use of the Commissions of which Company is aware. Company will be responsible for any unauthorized use of the Commissions by the Designated Travel Agencies. Any claim regarding application of the Commission, or the amount of Commission, pertaining to a transaction, must be brought to Amtrak's attention within sixty (60) days of the transaction or the claim will be deemed waived.

II. Term

This Agreement will commence upon the date set forth in Attachment 2 and continue for a period of one (1) year (the "Initial Term"), unless terminated sooner pursuant to this Agreement or by Amtrak at any time upon not less than sixty (60) days prior written notice, then continue thereafter until terminated by either party at the end of the Initial Term or any time thereafter upon not less than sixty (60) days prior written notice to other, or until terminated pursuant to the terms of this Agreement.



III. Confidentiality; Security

Confidential Information means the terms of this Agreement, including the terms of the Commissions. This Agreement does not govern the confidentiality of any passenger information. The recipient will keep all Confidential Information safe, secure, and confidential at all times and will establish and maintain at all times security practices to protect against unauthorized use, disclosure or accessibility. The recipient will use reasonable care to safeguard Confidential Information (and in all events at least the same degree of care that the recipient uses to safeguard its own confidential, proprietary and trade secret information) from unauthorized use, disclosure or accessibility. Except as required by law, the recipient will not, without the discloser’s advance written consent, at any time: (a) use Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement; or (b) disclose any portion of Confidential Information to third parties, excluding the recipient’s agents or subcontractors who are directly performing services for the recipient in connection with this Agreement and who have agreed to the confidentiality requirements of this Agreement (or substantially similar requirements).

IV. Entire Agreement, Modifications, Non-Assignment and Governing Law

This Agreement supersedes all prior travel discount agreements, promotions and/or commissions between Amtrak and Company. This Agreement may be amended only in a writing executed by the authorized representative of each party; however, Company may update Attachment 2 as permitted in Section 1, “Commission Incentive.” This Agreement may not be assigned or transferred; any purported assignment or transfer shall be null and void. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia without regard to conflict of law provisions.

By execution below, the parties agree to the above terms and conditions.

National Railroad Passenger Corporation

American Automobile Association, Inc.

Signature

Signature

(b)(6)
[Redacted Signature Box]

Printed Name

Title

Title



**Attachment 1
Incentive Commission Program**

A. Effective Date of Agreement: May 15 2023

B. Commissions

1. The Designated Travel Agencies shall receive an **eight percent (8%)** commission on all long distance and Downeaster leisure trains Business Class and Coach travel made through the Booking Channel on the following travel segments:

East Coast

Auto Train	Lorton, VA - Sanford, FL	52, 53
Capitol Limited	Washington, DC - Chicago	29, 30
Cardinal	Washington, DC - Chicago	50, 51
Crescent	New York - New Orleans	19, 20
Downeaster	Boston, MA	678-689
Lake Shore Limited	New York - Chicago	48, 49 447, 448, 449
	New York - Jacksonville, Miami	
Silver Service	Silver Meteor	97, 98
	Silver Star	91, 92
	Palmetto	89, 90

Midwest

City of New Orleans	Chicago - New Orleans	58, 59
Texas Eagle	Chicago - San Antonio	21, 22 421, 422

West

California Zephyr	Chicago - Oakland/San Francisco	5, 6
Coast Starlight	Seattle - Los Angeles	11, 14
Empire Builder	Chicago - Portland/Seattle	7, 8, 27, 28 807, 808
Southwest Chief	Chicago - Los Angeles	3, 4
Sunset Limited	Los Angeles - San Antonio - New Orleans - Orlando	1, 2

2. The list of routes set forth above can change without notice.



- 3.
4. Designated Travel Agencies that make their bookings using the Booking Channel's site receive the Commission disbursed directly by the Booking Channel. Commission payments are processed approximately three months after the reservation was created. Company is not responsible for any failure of Booking Channel to make payments to any party, including the Designated Travel Agencies.
5. Any bookings made on Amtrak.com or by phone to Amtrak are not commissionable. Also, payments made anywhere other than the Booking Channel will waive any commission for that booking.
6. No retroactive refunds or credits will apply. Reservations made on Amtrak.com are not eligible for commission.



Attachment 2 Designated Travel Agencies

Company National Account Partner Travel Agencies

AAA Alabama	Florence Branch	102 S Pine St
AAA Alabama	Huntsville Branch	2625 Memorial Pkwy SW
AAA Alabama	Birmingham Headquarters Office	2400 Acton Rd
AAA Alabama	Anniston/Oxford Branch	119 Commons Way #101
AAA Alabama	Decatur Branch	1605 Beltline Rd SW #D-9
AAA Alabama	Dothan Branch	3850 W Main St
AAA Alabama	Mobile Branch	720 Schillinger Rd S #5
AAA Alabama	Fultondale	3345 Lowery Pkwy Ste 115
AAA Alabama	Montgomery Branch	6901 Vaughn Rd
AAA Alabama	Tuscaloosa Branch	312 Merchants Walk #5A
AAA Alabama	Bessemer	4933 Promenade Pkwy #120
AAA Arizona	Paradise Valley Office	4046 E Greenway Rd
AAA Arizona	Peoria Office	7422 W Thunderbird Rd
AAA Arizona	Phoenix Office	5827 N 7th St
AAA Arizona	Goodyear Office	15578 W McDowell Rd
AAA Arizona	Tucson-West Office	6950 N Oracle Rd
AAA Arizona	Club Headquarters	2375 E Camelback Rd #500
AAA Arizona	South Scottsdale	7520 E McDowell Rd
AAA Arizona	Chandler Office	4040 W Ray Rd Ste 2
AAA Arizona	Mesa Office	4126 E Valley Auto Dr
AAA Arizona	Gilbert Office	2786 S.Santan Village Pky
AAA Auto Club Group	Club Office	1 Auto Club Dr
AAA Carolinas	Cary-Kildare Farms Branch	401 Colonades Way
AAA Carolinas	Apex-Branch	1101 Apex Peakway
AAA Carolinas	North Greensboro Branch	306 Pisgah Church Dr
AAA Carolinas	Huntersville Branch	9931 Knockando Ln
AAA Carolinas	Matthews Branch	9404 E Independence Blvd
AAA Carolinas	Hendersonville Branch	638 Spartanburg Hwy #20
AAA Carolinas	Southern Pines Branch	171 Beverly Ln
AAA Carolinas	Headquarters - TAC	6600 AAA Dr
AAA Carolinas	WT Harris Branch	1740 Flat River Dr
AAA Carolinas	Winston-Salem Branch	606 S Stratford Rd
AAA Carolinas	AAA Corporate Travel	3426 Toringdon Way #300
AAA Carolinas	Montford Branch	1812 Montford Dr
AAA Carolinas	Ballantyne Branch	11338 N Community Hse Rd
AAA Carolinas	Steele Creek Branch	13540 Steelecroft Pkwy
AAA Carolinas	New Hope Branch	1480 N New Hope Rd
AAA Carolinas	Wake Forest Branch	11126 Capital Blvd
AAA Carolinas	Wilmington Military Cutoff Branch	1520 Military Cutoff #302
AAA Carolinas	Cary Towne Center	535 Walnut Street
AAA Carolinas	Durham-RTP Branch	5137 NC Hwy 55
AAA Carolinas	Gastonia Branch	3750 E Franklin Blvd
AAA Carolinas	Club Headquarters	3426 Toringdon Way #300
AAA Carolinas	Asheville Branch	178 Merrimon Ave



AAA Carolinas	Durham Branch	3505 Westgate Dr
AAA Carolinas	Fayetteville Branch	5321 Red Tip Rd
AAA Carolinas	Greensboro Branch	5404 Sapp Rd
AAA Carolinas	East Carolina Branch	950 Criswell Dr
AAA Carolinas	Raleigh Branch	2301 Blue Ridge Rd
AAA Carolinas	Indian Land	9737 Charlotte Hwy
AAA Carolinas	Wilmington Branch	3501 Oleander Dr Ste 3 Hanover Center
AAA Carolinas	Fort Mill Branch	1936 Hwy 160 West
AAA Carolinas	Mt Pleasant Branch	1733 US Hwy 17 N
AAA Carolinas	Myrtle Beach Branch	3733 Oleander Dr Ste C
AAA Carolinas	Irmo Branch	929 Lake Murray Blvd
AAA Carolinas	Hilton Head Branch	25 Bluffton Rd Ste 603
AAA Carolinas	Summerville Branch	9980 Dorchester Rd
AAA Carolinas	Aiken Branch	1408 Whiskey Rd
AAA Carolinas	Tanner & Woodruff Branch	2 Tanner Rd
AAA Carolinas	Charleston Branch	2031 Sam Rittenberg Blvd
AAA Carolinas	South End Branch	2421 South Blvd
AAA Carolinas	Greenville/Pleasantburg Branch	924 N Pleasantburg Dr
AAA Carolinas	Forest Acres Branch	4526 Forest Dr
AAA Central Penn	Lewistown Branch	33 N Brown St
AAA Central Penn	Call Center	804 Estelle Drive
AAA Central Penn	Huntingdon Branch	608 Washington St
AAA Central Penn	Lititz Branch	727 S Broad St
AAA Central Penn	AAA Central Penn Headquarters	2301 Paxton Church Rd 2nd floor
AAA Central Penn	Gettysburg Branch	1275 York Rd #10
AAA Central Penn	Carlisle Branch	1911 W Trindle Rd
AAA Central Penn	Hershey Branch	1142 Mae St
AAA Central Penn	Lebanon Branch	984 Isabel Dr
AAA Central Penn	Camp Hill Branch	4680 E Trindle Rd
AAA Central Penn	Group Tours	2301 Paxton Church Rd 2FL
AAA Central Penn	Estelle Branch	804 Estelle Dr
AAA Club Alliance Inc	Cromwell CT	34 Shunpike Rd #20
AAA Club Alliance Inc	Avon CT	70 E Main St
AAA Club Alliance Inc	Glastonbury - CT	81 House St
AAA Club Alliance Inc	Enfield CT	25 Hazard Ave
AAA Club Alliance Inc	Waterford CT	117 Boston Post Rd
AAA Club Alliance Inc	West Hartford CT	815 Farmington Ave
AAA Club Alliance Inc	Southington CT	755 Queen St
AAA Club Alliance Inc	Manchester CT	1500 G Pleasant Valley Rd
AAA Club Alliance Inc	Old Saybrook CT	210 Main St
AAA Club Alliance Inc	Dover DE	124 Greentree Dr
AAA Club Alliance Inc	Christiana DE	1201 Churchmans Rd Center Point Plaza
AAA Club Alliance Inc	Group Travel Office	One River Pl
AAA Club Alliance Inc	AAA Magic Creators	One River Pl
AAA Club Alliance Inc	Club Office	One River Pl
AAA Club Alliance Inc	District of Columbia	1405 G St NW
AAA Club Alliance Inc	Aurora IN	1050 Green Blvd
AAA Club Alliance Inc	Lawrence KS	3514 Clinton Pkwy #L
AAA Club Alliance Inc	Wichita East KS - East	7730 E Central Ave
AAA Club Alliance Inc	Topeka KS	1223 SW Wanamaker
AAA Club Alliance Inc	Wichita West KS - West	2110 N Maize Rd Ste 400



AAA Club Alliance Inc	Manhattan KS	321 Southwind Rd
AAA Club Alliance Inc	Lexington KY - Hamburg	3008 Atkinson Ave
AAA Club Alliance Inc	Lexington KY - Palomar	3710 Palomar Centre Dr
AAA Club Alliance Inc	Walton KY	620 Chestnut Dr
AAA Club Alliance Inc	Newport KY	63 Carothers Rd
AAA Club Alliance Inc	Florence KY	8711 US Hwy 42
AAA Club Alliance Inc	Laurel MD	8499 Cherry Lane
AAA Club Alliance Inc	Wheaton MD	2730 University Blvd Wheaton North Bldg #102
AAA Club Alliance Inc	Rockville MD	718 Rockville Pike
AAA Club Alliance Inc	Brandywine MD	16301 Crain Hwy
AAA Club Alliance Inc	White Marsh MD	5375 Campbell Blvd
AAA Club Alliance Inc	Crofton MD	898 Route 3 South
AAA Club Alliance Inc	Frederick MD	5620 Buckeystown Pike
AAA Club Alliance Inc	Glen Burnie MD	10 Holsum Way
AAA Club Alliance Inc	Gaithersburg MD	16045 Shady Grove Rd
AAA Club Alliance Inc	Annapolis MD	2054 Somerville Rd
AAA Club Alliance Inc	Westminster MD	1030 Baltimore Blvd #140
AAA Club Alliance Inc	Salisbury Virtual Store	1201 Churchmans Rd
AAA Club Alliance Inc	Columbia MD	7065 Minstrel Way
AAA Club Alliance Inc	Abingdon MD	3309 Emmorton Rd
AAA Club Alliance Inc	Timonium MD	2223 York Rd
AAA Club Alliance Inc	Hagerstown MD	1580 Wesel Blvd Valley Park Commons
AAA Club Alliance Inc	Eatontown NJ	251 St Rt 35 N
AAA Club Alliance Inc	Toms River NJ	1199 Rt 37 E
AAA Club Alliance Inc	Flemington NJ	146 Rt 31
AAA Club Alliance Inc	Hamilton NJ	1260 Route 33
AAA Club Alliance Inc	Rio Grande NJ	3301 Rt 9 S
AAA Club Alliance Inc	Mt Laurel NJ	4010 Dearborn Cir
AAA Club Alliance Inc	Lawrenceville NJ	2970 Brunswick Pike
AAA Club Alliance Inc	TCC Hamilton Call Center	700 Horizon Dr
AAA Club Alliance Inc	North Plainfield NJ	1210 US Hwy 22
AAA Club Alliance Inc	Edison NJ	2222 Rt 27 N
AAA Club Alliance Inc	Middletown NJ	889 St Rd 35
AAA Club Alliance Inc	Freehold NJ	3478 US 9
AAA Club Alliance Inc	Brick NJ	718 Rt 70
AAA Club Alliance Inc	TCC Outside Agent	700 Horizon Dr
AAA Club Alliance Inc	Marlton NJ	1041 Route 73 N Ste 1
AAA Club Alliance Inc	East Brunswick NJ	260 St Rt 18
AAA Club Alliance Inc	Phillipsburg NJ	1205 US Hwy 22 W
AAA Club Alliance Inc	Newton NJ	42 Hampton House Rd Rt 206
AAA Club Alliance Inc	Northfield Office	901 Tilton Rd
AAA Club Alliance Inc	Toledo OH - South	5606 Airport Hwy
AAA Club Alliance Inc	Dayton South OH	14 W Whipp Rd
AAA Club Alliance Inc	Lebanon OH	603 E Main St
AAA Club Alliance Inc	Perrysburg OH	25740 North Dixie Hwy
AAA Club Alliance Inc	Cincinnati OH - Red Bank	3998 Red Bank Rd
AAA Club Alliance Inc	Huber Heights OH	8381 Old Troy Pike
AAA Club Alliance Inc	Dayton-Downtown	825 S Ludlow St
AAA Club Alliance Inc	Beavercreek OH	3321 Dayton-Xenia Rd
AAA Club Alliance Inc	Dayton North OH	6580 N Main St
AAA Club Alliance Inc	Port Clinton OH	2870-B E Harbor Rd



AAA Club Alliance Inc	Troy OH	4 South Stanfield Rd
AAA Club Alliance Inc	Toledo OH - Northtowne	308 New Towne Square Dr
AAA Club Alliance Inc	Springfield OH	755 Bechtle Ave
AAA Club Alliance Inc	Toledo OH - Sylvania	3201 Meijer Dr
AAA Club Alliance Inc	Defiance OH	1007 N Clinton St #2
AAA Club Alliance Inc	Cincinnati OH - Northgate	9718 Colerain Ave
AAA Club Alliance Inc	Mason OH - Deerfield	5123 Bowen Dr Ste 100
AAA Club Alliance Inc	Cincinnati Club Office	15 W Central Pkwy
AAA Club Alliance Inc	Cincinnati OH - Kenwood	8176 Montgomery Rd
AAA Club Alliance Inc	Forest Park OH	12000 Chase Plaza Dr
AAA Club Alliance Inc	Cincinnati OH - Western Hills	6320 Glenway Ave
AAA Club Alliance Inc	Cherry Grove OH	471 Ohio Pike
AAA Club Alliance Inc	Broken Arrow OK	3746 S Elm Pl
AAA Club Alliance Inc	Oklahoma City OK - Northwest	6163 N May Ave
AAA Club Alliance Inc	Edmond OK	1701 S Broadway Ave
AAA Club Alliance Inc	Tulsa OK - South Yale	10051 S Yale Ste 106
AAA Club Alliance Inc	Norman OK	2520 W Main St
AAA Club Alliance Inc	Oklahoma City OK - Quail Springs	13225 N Pennsylvania Ave
AAA Club Alliance Inc	Muskogee OK	1021 W Okmulgee St
AAA Club Alliance Inc	Tulsa OK Headquarters	2121 E 15th St
AAA Club Alliance Inc	Bartlesville OK	112 SE Frank Phillips Blv
AAA Club Alliance Inc	Downingtown PA	105 Quarry Rd
AAA Club Alliance Inc	Warminster PA	602 York Rd
AAA Club Alliance Inc	Willow Grove PA	2506 W Moreland Rd
AAA Club Alliance Inc	Bloomsburg PA	1040 Scott Town Center
AAA Club Alliance Inc	West Chester PA	707 E Gay St
AAA Club Alliance Inc	King of Prussia PA	197 E DeKalb Pike
AAA Club Alliance Inc	Philadelphia PA - Northeast	9475 Roosevelt Blvd
AAA Club Alliance Inc	Ardmore PA	30 Greenfield Ave
AAA Club Alliance Inc	Warrington PA	865 Easton Rd Ste 100 The Heritage Center
AAA Club Alliance Inc	Langhorne PA	516 Oxford Valley Rd
AAA Club Alliance Inc	Clifton Heights PA	5233 W Baltimore Ave
AAA Club Alliance Inc	Philadelphia PA - South Philadelphia	1601 S Columbus Blvd
AAA Club Alliance Inc	Wilkes-Barre PA	679-E Kidder St
AAA Club Alliance Inc	Sioux Falls,SD - 49th	3701 W 49th St #100
AAA Club Alliance Inc	Yankton, SD	2503 Fox Run Pkwy #5
AAA Club Alliance Inc	Mitchell, SD	1600 N Main St
AAA Club Alliance Inc	Rapid City, SD	815 St Joseph St
AAA Club Alliance Inc	Brookings, Sd	1812 6th St
AAA Club Alliance Inc	Tysons Corner VA	8300 Old Courthouse Rd #110 Ste 110
AAA Club Alliance Inc	Colonial Heights VA	707 Southpark Blvd #7
AAA Club Alliance Inc	Roanoke VA	1376 Towne Square Blvd NW
AAA Club Alliance Inc	Richmond VA - Glenside	7009 West Broad Str
AAA Club Alliance Inc	Scott's Addition VA	929 Myers Street
AAA Club Alliance Inc	Swiftcreek VA	13732 Hull Street Rd
AAA Club Alliance Inc	Seven Corners VA	6290 Arlington Blvd
AAA Club Alliance Inc	Alexandria VA	2231 Eisenhower Ave
AAA Club Alliance Inc	Fairfax VA - Monument Corner Dr	4100 Monument Corner Dr Ste 120
AAA Club Alliance Inc	Fairfax VA - Main St	9400 Main St
AAA Club Alliance Inc	Chesterfield VA	11261 Mall Place
AAA Club Alliance Inc	Fredericksburg VA	2871 Plank Rd



AAA Club Alliance Inc	Manassas VA	7865 Sudley Rd
AAA Club Alliance Inc	Charlottesville VA	616 Albemarle Sq
AAA Club Alliance Inc	Lynchburg VA	717-C Wards Ferry Rd
AAA Club Alliance Inc	Bluefield VA	4003A College Ave
AAA Club Alliance Inc	Charleston WV	1000 Parkway Rd Ste A
AAA Club Alliance Inc	Beckley WV	1004 N Eisenhower Dr
AAA Colorado	AAA North Metro Store	5140 W 120th Ave Unit 300
AAA Colorado	AAA Grand Junction Store	2454 US Hwy 6 & 50 #109
AAA Colorado	AAA Southwest Store	8055 W Bowles Ave #700
AAA Colorado	Headquarters	6061 S Willow Dr Ste 100
AAA Colorado	AAA Denver Tech Center Store	6061 S Willow Dr Ste 100
AAA Colorado	AAA Colorado Springs Store	7330 N Academy Blvd
AAA Colorado	AAA West Metro Store	3850 Wadsworth Blvd
AAA Colorado	AAA Boulder Store	1933 28th St #200
AAA Colorado	AAA East Metro Store	19761 E Smoky Hill Rd #A
AAA Colorado	Parker	19240 E Lincoln Ave #120
AAA Colorado	Castle Rock Insurance	312 W Allen St
AAA Colorado	AAA Fort Collins Store	3636 S College Ave Unit 2
AAA Colorado	AAA Durango Store	16 Town Plz
AAA East Central	Fern Valley Road Branch	3614 Fern Valley Rd
AAA East Central	Rockford Lane Branch	1805 Rockford Ln
AAA East Central	Elizabethtown Branch	2914 Ring Rd
AAA East Central	Market Street Branch	445 E Market St Ste #120
AAA East Central	Owensboro Branch	1600 Frederica St
AAA East Central	Bowling Green Branch	1770 Scottsville Rd
AAA East Central	Hurstbourne Office	9421 Viking Center Dr
AAA East Central	Jamestown Office	111 W 5th St
AAA East Central	Lockport Office	7135 Rochester Rd
AAA East Central	Ashland	1074 Commerce Pkwy
AAA East Central	Portsmouth Office	1414 12th St
AAA East Central	Ironton	624 S Fourth St
AAA East Central	Athens	130 E State St
AAA East Central	Gallipolis	416 Second Ave
AAA East Central	Strongsville Office	17220 Royalton Rd
AAA East Central	Avon Office	35676 Detroit Rd
AAA East Central	Westlake Office	149 Market St
AAA East Central	Lake County Office	6980 Heisley Rd
AAA East Central	Lyndhurst District Office	5356 Mayfield Rd
AAA East Central	East Liverpool Branch Office	516 Broadway St
AAA East Central	Columbiana County	118 S Main St
AAA East Central	Independence	5700 Brecksville Rd
AAA East Central	Norwalk District Office	275 Benedict Ave
AAA East Central	Massillon	1972 Wales Rd NE
AAA East Central	Solon District Office	34050 Solon Rd
AAA East Central	Washington Court House	334 E Court St
AAA East Central	Chillicothe	141 W Main St
AAA East Central	Ashtabula District Office	2835 N Ridge Rd E
AAA East Central	Trumbull County District Office	937 Youngstown-Warren Rd
AAA East Central	Mahoning County District Office	1275 Boardman-Canfield Rd
AAA East Central	Tuscarawas	1112 Fourth St NW
AAA East Central	Alliance Office	2322 S Union Ave



AAA East Central	Club Office	1001 Market St
AAA East Central	Sunbury	1001 Market St
AAA East Central	Royersford	70 Buckwalter Rd
AAA East Central	Lansdale Office	1250 N Broad St
AAA East Central	Butler Branch	138 Clearview Cir
AAA East Central	Indiana	1169 Wayne Ave
AAA East Central	Rochester	300 Adams St
AAA East Central	Robinson Town Centre	1760 Park Manor Blvd Robinson Town Centre
AAA East Central	Downyflake	2072 Downyflake Ln
AAA East Central	Altoona Office	1634 Valley View Blvd
AAA East Central	Cranberry Office	20510 Rt 19 #103-104
AAA East Central	Erie Office	6660 Peach St Unit #2
AAA East Central	Wexford	10548 Perry Hwy
AAA East Central	Hermitage	1749 E State St
AAA East Central	Business Travel Services	5900 Baum Blvd
AAA East Central	East Penn Region Office	961 Marcon Blvd Ste 204
AAA East Central	Bethlehem Branch	1520 Stefko Blvd
AAA East Central	New Kensington/Lower Burrell	2501 Leechburg Rd Ste E Crossroads Plaza
AAA East Central	Lewisburg Branch	530 1/2 N Derr Dr
AAA East Central	White Oak Office	2001 Lincoln Way Unit 160 Oak Park Mall
AAA East Central	New Castle	40 East St
AAA East Central	Quakertown Office	632 North West End Blvd
AAA East Central	Uniontown	209 Wal-Mart Dr # C-10
AAA East Central	Warren	2285 Market St
AAA East Central	Washington	196 Murtland Ave
AAA East Central	South Hills	160 Ft Couch Rd
AAA East Central	Monroeville Office	2725 Mosside Blvd
AAA East Central	Club Office	5900 Baum Blvd
AAA East Central	North Hills Office	4790 McKnight Rd
AAA East Central	Pleasant Hills	9 Clairton Blvd
AAA East Central	Greensburg Office	5142 Rt 30 #135
AAA East Central	Meadville	18939 Park Ave Plz #7
AAA East Central	Parkersburg / Vienna	1500 Grnd Central Av #102
AAA East Central	Bridgeport	138 Barnett Run Rd
AAA East Central	Martinsburg	284 Retail Commons Pkwy The Commons
AAA East Central	Huntington	1126 Sixth Ave
AAA East Central	Morgantown Office	482 Suncrest Towne Ctr Dr
AAA East Central	Weirton Office	3126 West St
AAA East Central	Wheeling Office	846 National Rd
AAA Hawaii	Club Office	1130 N Nimitz Ste A170
AAA Hoosier Motor Club	Avon Station Branch	8100 E US Hwy 36 #F
AAA Hoosier Motor Club	Fishers	8997 East 116th Street
AAA Hoosier Motor Club	Allisonville Road Service Center	5180 Allisonville Rd
AAA Hoosier Motor Club	College Park Service Center	8751 Wesleyan Rd
AAA Hoosier Motor Club	Carmel Service Center	1438 W Main St Ste 104
AAA Hoosier Motor Club	Bloomington Service Center	2310 N Walnut St
AAA Hoosier Motor Club	Muncie Service Center	4351 W Clara Ln
AAA Hoosier Motor Club	Clarksville Service Center	999 Eastern Blvd
AAA Hoosier Motor Club	Greenwood/Southport S/Center	1309 E Stop 11 Rd
AAA Hoosier Motor Club	Terre Haute Service Center	1400 S Third St
AAA Hoosier Motor Club	Kokomo Service Center	3551 S LaFountain St



AAA Hoosier Motor Club	Lafayette Service Center	331 N 4th St
AAA Hoosier Motor Club	Club Office	9200 Keystone Crossing Ste 500
AAA Hudson Valley	Club Office	618 Delaware Ave
AAA Hudson Valley	North Greenbush	112 N Greenbush Rd B
AAA Hudson Valley	Latham office	595 New Loudon Rd
AAA Michigan	Traverse City	940 N US 31 N
AAA Michigan	Macomb Township	21851 Hall Rd
AAA Michigan	Jackson	1000 N Wisner St Ste 1
AAA Michigan	Livonia	37383 Six Mile Rd
AAA Michigan	Club Administrative Office	1 Auto Club Dr
AAA Michigan	Birmingham	34802 Woodward Ave
AAA Michigan	Canton	2017 N Canton Center Rd
AAA Michigan	White Lake Office	330 Town Center Blvd D101
AAA Michigan	Troy-Rochester (Troy)	25 E Long Lake Rd
AAA Michigan	Ann Arbor	1100 S Main St
AAA Michigan	Warren	29311 Mound Rd
AAA Michigan	Grosse Pointe	19299 Mack Ave
AAA Michigan	Farmington Hills	38751 W 12 Mile Rd
AAA Michigan	SE Grand Rapids (Kentwood)	2560 E Paris Ave SE
AAA Michigan	Kalamazoo/Portage	665 Romence Rd
AAA Michigan	Lansing	3415 E Saginaw St Ste G
AAA Michigan	Midland	1900 S Saginaw Rd
AAA Michigan	Flint	5009 W Bristol Rd
AAA Michigan	Downriver (Wyandotte)	2903 Fort St
AAA Michigan	Saginaw	4378 Bay Rd
AAA Michigan	Allen Park	3177 Fairlane Dr
AAA Michigan	Livingston County	8350 W Grand River Ave
AAA Michigan	Fort Gratiot/Port Huron	4163 24th Ave Ste 100
AAA Michigan	Battle Creek	5700 Beckley Rd Ste E20A
AAA Michigan	Alpena	2539 US 23 S
AAA Michigan	Detroit Downtown	7310 Woodward Ave Ste 120
AAA Michigan	Corporate Travel Univ of Michigan	1000 S State St University of Michigan
AAA Michigan	Marquette	3020 US Hwy 41W Ste 12-13 Westwood Mall
AAA Mid States Group	Lock Haven Branch	12 Oriole Rd
AAA Mid States Group	State College	200 Shiloh Rd
AAA Mid States Group	Chambersburg Office	1666 Lincoln Way E
AAA Mid States Group	Bedford Office	9613 Lincoln Hwy Ste 103
AAA Mid States Group	Johnstown Office	500 Galleria Dr #112
AAA Mid States Group	Hanover Office	1000 Carlisle St
AAA Mid States Group	Club Office	2840 Eastern Blvd
AAA Minneapolis	Maple Grove Branch	13569 Grove Dr
AAA Minneapolis	Eden Prairie Branch	561 Prairie Center Dr
AAA Minneapolis	Minnetonka Branch	11210 Wayzata Blvd Ste D
AAA Minneapolis	St Louis Park Headquarters	5400 Auto Club Way
AAA Minnesota/Iowa	Cedar Rapids	1519 42nd St NE #100
AAA Minnesota/Iowa	Bettendorf	2281 Falcon Ave
AAA Minnesota/Iowa	Iowa City	660 Eastbury Dr # 1
AAA Minnesota/Iowa	Waterloo	3366 Kimball Ave
AAA Minnesota/Iowa	Clive	2181 NW 111th St
AAA Minnesota/Iowa	Roseville	2483 Fairview Ave N
AAA Minnesota/Iowa	Duluth	2520 Maple Grove Rd



AAA Minnesota/Iowa	St Cloud	3959 2nd St S Ste 210 Rainbow Village
AAA Minnesota/Iowa	Rochester	1535 Greenview Dr SW
AAA Minnesota/Iowa	Coon Rapids	2150 Northdale Blvd
AAA Minnesota/Iowa	Burnsville	600 W Travelers Trl
AAA Missouri	Fayetteville Office	3595-6 N Shiloh Dr
AAA Missouri	Little Rock Office	9116 Rodney Parham Rd
AAA Missouri	Bentonville	1501 SE Walton Blvd #111
AAA Missouri	Swansea Office	2629 N Illinois St
AAA Missouri	Edwardsville Office	6655A Edwardsville Crssng
AAA Missouri	Evansville Office	7820 Eagle Crest Blvd
AAA Missouri	Shawnee Mission	15810 B Shawnee Msn Pkwy
AAA Missouri	Overland Park Office	7000 W 135Th St
AAA Missouri	Baton Rouge Office	5454 Bluebonnet Blvd #M
AAA Missouri	Metairie Office	3445 N Causeway Blvd #100
AAA Missouri	Shreveport Office	6570 Youree Dr #500
AAA Missouri	Covington Office	808 North Hwy 190 Ste E
AAA Missouri	Jackson Office	900 E County Line Rd #105
AAA Missouri	Southaven	7111 Southcrest Pkwy #102
AAA Missouri	Lee's Summit	621 NW Murray Rd
AAA Missouri	Springfield Office	2552 S Campbell #B
AAA Missouri	Florissant Office	8194 N Lindbergh Blvd
AAA Missouri	Broadway Office	3245 Broadway
AAA Missouri	Ballwin Office	477 Lafayette Center
AAA Missouri	Sedalia Office	710 S Limit Ave
AAA Missouri	South County Office	9005 Watson Rd
AAA Missouri	Columbia-Grindstone	1205 Grindstone Pky #117
AAA Missouri	Independence Office	19210 E 39th St Ste B
AAA Missouri	O'Fallon Hwy K Office	2277 Hwy K
AAA Missouri	Club Office	12901 N Forty Dr
AAA Missouri	Cape Girardeau Office	1903 Broadway
AAA Missouri	St Peters Office	591 Mid Rivers Mall Dr
AAA Missouri	Wentzville	1126 W Pearce Blvd #100
AAA Missouri	Northland-Tiffany Springs Office	9194 North Skyview Ave
AAA Missouri	Lindell Office	3917 Lindell Blvd
AAA Missouri	Tesson Ferry Office	9960 Kennerly Ctr Plz
AAA Missouri	Joplin Office	2639 E 32nd St #D
AAA Missouri	Jefferson City Office	757A W Stadium Blvd
AAA Missouri	Washington Office	2000 Washington Crossing
AAA Missouri	Travel Connect Call Center	12901 N Forty Dr
AAA MountainWest	Anchorage Service Center	317 W 104th Avenue # 400
AAA MountainWest	Kalispell Service Center	135 Hutton Ranch Rd #106
AAA MountainWest	Missoula Service Center	1200 S Reserve Ste B
AAA MountainWest	Bozeman Service Center	1530 N 19th Ave Ste B
AAA MountainWest	Billings Service Center	3220 4th Ave N
AAA MountainWest	Regional Headquarters Office	2100 11th Ave
AAA Nebraska	Clocktower	815 N 98 St
AAA Nebraska	Bellevue	3905 Twin Creek Dr #107
AAA Nebraska	Club Office	4010 S 148Th St
AAA Nebraska	West Center	2606 S 132 St Ste 103
AAA Nebraska	Lincoln	2900 O St
AAA Nebraska	Grand Island	3359 W Capital Ave



AAA Nebraska	Norfolk	1037 Omaha Ave
AAA New Mexico	Albuquerque East Branch	10501 Montgomery Blvd NE
AAA New Mexico	Santa Fe Branch	3517 Zafarano Dr Ste D
AAA New Mexico	Las Cruces Branch	3991 E Lohman Ave Ste #A
AAA New Mexico	Albuquerque West Branch	9231 Coors Rd NW Ste 5&6
AAA North Dakota	Fargo Headquarters	4950 13th Ave S Ste 15
AAA North Penn	Honesdale Regional Office	1126 Main St
AAA North Penn	Scranton Office	941 Viewmont Dr
AAA North Penn	Pocono Regional Office	1527 N 9th St
AAA North Penn	Towanda Regional Office	306 Ennis Ln
AAA North Penn	S Williamsport Regional Office	1 E 6th Ave
AAA North Penn	Wellsboro Regional Office	9 Charleston St
AAA North Penn	Tunkhannock Regional Office	208 W Tioga St
AAA Northampton County	Pottsville Admin Office	340 S Centre St
AAA Northampton County	AAA Northampton County	3914 Hecktown Rd
AAA Northeast	Danbury Branch	93 Lake Ave
AAA Northeast	Stamford Branch	1115 High Ridge Rd
AAA Northeast	Branford Branch	143 Cedar St
AAA Northeast	Fairfield Branch	1201 Kings Hwy
AAA Northeast	Hamden Branch	2276 Whitney Ave
AAA Northeast	Waterbury Branch	835 Wolcott St
AAA Northeast	Milford Branch	302 Woodmont Rd
AAA Northeast	Norwalk Branch	495 Westport Ave
AAA Northeast	Worcester Branch	25 Mountain St E
AAA Northeast	Springfield Branch	1891 Wilbraham Rd
AAA Northeast	Saugus Branch	214A Broadway
AAA Northeast	Fairhaven Branch	32 Fairhaven Commons
AAA Northeast	Framingham Branch	653 Worcester Rd
AAA Northeast	Newton Branch	165 Needham St #N303
AAA Northeast	Westwood Branch	335 Providence Hwy
AAA Northeast	Waltham Branch	856 Lexington St
AAA Northeast	Auburn Branch	711 Southbridge St
AAA Northeast	Boston Branch	141 Congress St
AAA Northeast	Burlington Branch	34 Cambridge St Ste 140
AAA Northeast	Raynham Branch	600 South Street West
AAA Northeast	Lowell Branch	585 Pawtucket Blvd
AAA Northeast	North Andover Branch	75 Turnpike St (RT114)
AAA Northeast	South Dennis Branch	500 Rt 134
AAA Northeast	Somerset Branch	869 GAR Hwy
AAA Northeast	West Springfield Admin Offices	150 Capital Dr
AAA Northeast	Acton	342 Great Rd
AAA Northeast	Marlborough Branch	197 Boston Post Rd W Rt 20 W
AAA Northeast	Peabody	300 Andover St
AAA Northeast	WAREHOUSE-North Andover	49 Orchard Hill Rd
AAA Northeast	AAA Tewksbury	345 Main Street
AAA Northeast	North Reading	72 Main St
AAA Northeast	Newburyport Branch	45 Storey Ave
AAA Northeast	Webster	400 S Main St
AAA Northeast	Franklin Branch	85 Franklin Village Dr #14
AAA Northeast	Plymouth Branch	29 Home Depot Dr
AAA Northeast	South Attleboro Branch	405 Washington St



AAA Northeast	Greenfield Branch	91 Main St
AAA Northeast	Quincy	650 Adams St Unit C
AAA Northeast	Pittsfield Branch	660 Merrill Rd
AAA Northeast	Leominster Branch	36 Watertower Plaza #7
AAA Northeast	Rockland Branch	900 Hingham St
AAA Northeast	Haverhill Branch	90 Kenoza Ave
AAA Northeast	Hadley Branch	458 Russell St Rt 9
AAA Northeast	Salem, NH Branch	489 S Broadway
AAA Northeast	Wayne Branch	418 Hamburg Tpk
AAA Northeast	Morris Plains	1711 SR 10 East Ste 15A
AAA Northeast	Union Branch	2317 Rt 22 W
AAA Northeast	Fair Lawn Branch	23-16 Broadway
AAA Northeast	AAA Hackensack	450 Hackensack Ave
AAA Northeast	Farmingdale Branch	915 Broadhollow Rd
AAA Northeast	Garden City Branch	1140 Franklin Ave
AAA Northeast	Yonkers Branch	2349 Central Park Ave #C
AAA Northeast	Oneonta Branch	762 State Highway 28
AAA Northeast	Yorktown Heights	3220 Crompond Road
AAA Northeast	Club Administrative Office	1415 Kellum Pl
AAA Northeast	Manhattan Branch	1881 Broadway at W62nd St
AAA Northeast	Brooklyn Branch	2334 Ralph Ave
AAA Northeast	AAA Whitestone	20-11 Francis Lewis Blvd
AAA Northeast	Smithtown Store	729 Smithtown Byp
AAA Northeast	Utica Branch	430 Court St
AAA Northeast	East Meadow	2411-B Hempstead Turnpike
AAA Northeast	Nanuet	38 Rockland Plaza
AAA Northeast	AAA Northeast	110 Royal Little Dr
AAA Northeast	Providence Internet Sales	45 Royal Little Dr
AAA Northeast	East Providence	12 River Road
AAA Northeast	Cranston Branch	1035 Reservoir Ave
AAA Northeast	Middletown Branch	49 E Main Rd
AAA Northeast	Narragansett Branch	14 Woodruff Ave Ste 15
AAA Northeast	Club Office	110 Royal Little Dr
AAA Northeast	Warwick Branch	65 Centerville Rd
AAA Northeast	Greenville Branch	445 Putnam Pike Apple Valley Mall
AAA Northeast	AAA Corporate Travel	110 Royal Little Dr
AAA Northeast	Cumberland Branch	2000 Mendon Rd
AAA Northern New England	Portland Branch	68 Marginal Way
AAA Northern New England	Bangor - Griffin Rd Branch	339 Griffin Rd
AAA Northern New England	Biddeford Branch	472 Alfred St Ste 102
AAA Northern New England	Brunswick Branch	147 Bath Rd Ste A130
AAA Northern New England	Brunswick Travel Office	8 Gurnet Rd #51
AAA Northern New England	South Portland Branch	401 Western Ave
AAA Northern New England	Auburn Branch	600 Center St Shaws Plz
AAA Northern New England	Waterville Branch	13 Washington St
AAA Northern New England	Augusta Branch	19 Stephen King Dr #2
AAA Northern New England	Manchester Branch	560 S Willow St
AAA Northern New England	Nashua/Somerset Plaza Branch	379 Amherst St Unit 6B
AAA Northern New England	Portsmouth Branch	599 Lafayette Rd #15 Bowl-o-rama Plaza
AAA Northern New England	Keene Branch	429 West St
AAA Northern New England	Concord Branch	48 Ft Eddy Rd



AAA Northern New England	Somersworth Branch	452 High Street
AAA Northern New England	West Lebanon	267 Plainfield Rd Unit 2
AAA Northern New England	Montpelier River St Branch	384 River St
AAA Northern New England	Rutland Branch	302 US Rt 7 S
AAA Northern New England	Williston/Maple Tree Plaza Branch	28 Walnut St Ste 160
AAA Northway	Saratoga Springs Office	26 West Ave
AAA Northway	Queensbury Office	345 Bay Rd
AAA Northway	Amsterdam Office	1451 State Hwy 5 S
AAA Northway	Plattsburgh Office	20 Booth Dr
AAA Northway	AAA Clifton Park Office	1647 Rt 9
AAA Northway	Schenectady Office	1626 Union St
AAA Northway	Vestal Admin	3701 Vestal Pkwy E Ste 9 Campus Plaza
AAA Northway	Club Office	433 State St Ste 300 Press Code 1920#
AAA Ohio Auto Club	AAA Marion	1316 Mt Vernon Ave
AAA Ohio Auto Club	Club Office	100 Rosa Parks Dr
AAA Ohio Auto Club	Web Fulfillment	90 E Wilson Bridge Rd
AAA Ohio Auto Club	AAA Sandusky	4201 Milan Rd Unit A
AAA Ohio Auto Club	AAA Grandview	686 Grandview Ave
AAA Ohio Auto Club	AAA Polaris	8350 Sancus Blvd
AAA Ohio Auto Club	AAA Hamilton	2870 Menards Blvd St 2
AAA Ohio Auto Club	AAA Powell	8868 Moreland St
AAA Ohio Auto Club	AAA Canton	4895 Portage St NW
AAA Ohio Auto Club	AAA Pickerington	1713 Hill Road North
AAA Ohio Auto Club	AAA Car Care Center-Columbus	5486 N Hamilton Rd
AAA Ohio Auto Club	AAA Worthington	90 E Wilson Bridge Rd
AAA Ohio Auto Club	AAA Worthington	90 E Wilson Bridge Rd
AAA Ohio Auto Club	Branch Office	90 E Wilson Bridge Rd
AAA Ohio Auto Club	AAA Westerville	660 N State St
AAA Ohio Auto Club	AAA Delaware	840 Sunbury Rd Ste 502
AAA Ohio Auto Club	AAA West Chester	8210 Highland Pointe Dr
AAA Ohio Auto Club	AAA Hudson	178 W Streetsboro St
AAA Ohio Auto Club	AAA Lima	2115 Allentown Rd
AAA Ohio Auto Club	AAA Bellefontaine	1790 S Main St
AAA Ohio Auto Club	AAA Zanesville	3934 Taryn Trace M5
AAA Ohio Auto Club	AAA Wadsworth	1090 Williams Reserve Bl
AAA Ohio Auto Club	AAA Mansfield	2114 Park Ave W
AAA Ohio Auto Club	AAA Fremont	2380 Sean Dr Unit 4
AAA Ohio Auto Club	AAA Wooster	3786 Burbank Rd Ste 601
AAA Ohio Auto Club	AAA Medina	150 Northland Dr
AAA Oregon/Idaho	Boise Branch	7155 W Denton St
AAA Oregon/Idaho	Meridian Service Center	2310 E Overland Ste 110
AAA Oregon/Idaho	Nampa	16453 N Marketplace Blvd
AAA Oregon/Idaho	Twin Falls Branch	1239 Pole Line Rd E #315
AAA Oregon/Idaho	Pocatello Branch	1000 Pocatello Crk Rd #E5
AAA Oregon/Idaho	Idaho Falls	3418 S 25th East
AAA Oregon/Idaho	Clackamas Branch Office	10365 SE Sunnyside Rd 100
AAA Oregon/Idaho	Grants Pass Branch	1563 NE F St
AAA Oregon/Idaho	Lake Oswego Branch	6 Centerpointe Dr #100
AAA Oregon/Idaho	Corvallis Branch	1836 NW 9th St Ste #110
AAA Oregon/Idaho	Bend Branch	20350 Empire Blvd
AAA Oregon/Idaho	Salem Branch	2909 Ryan Dr SE



AAA Oregon/Idaho	Beaverton Branch	8555 SW Apple Way
AAA Oregon/Idaho	Gateway Branch	939 Harlow Rd Ste 100
AAA Oregon/Idaho	Club Office	600 SW Market St
AAA Oregon/Idaho	North Coast Branch	153 S Hwy 101
AAA Oregon/Idaho	Pendleton Branch	248 SW Dorion Ave
AAA Oregon/Idaho	Roseburg Office	3019 NW Stewart Pkwy #303
AAA Oregon/Idaho	Portland Branch	600 SW Market St
AAA Oregon/Idaho	Hillsboro Branch	7300 NE Butler St
AAA Oregon/Idaho	Coos Bay Branch	1705 Ocean Blvd SE Ste A
AAA Oregon/Idaho	Medford Branch	1777 E BARNETT RD
AAA Oregon/Idaho	Eugene Branch	983 Willagillespie Rd
AAA Reading-Berks	Club Office	920 Van Reed Rd
AAA Shelby County	Club Office	920 Wapakoneta Ave
AAA South Jersey	Club Office	700 Laurel Oak Rd
AAA South Jersey	Millville	2190 N 2nd St
AAA South Jersey	Sewell Branch	380 Egg Harbor Rd C8 & 9
AAA Texas	Denton Branch	1732 S Loop 288 Ste 100
AAA Texas	El Paso Branch	5867 N Mesa Ste A
AAA Texas	Houston-The Woodlands	27726 145 N The Woodlands
AAA Texas	Arlington Branch	4634 S Cooper St #176
AAA Texas	San Antonio-West Branch	11075 I-H 10 W Ste 309
AAA Texas	Houston-Galleria Area Branch	3307 Sage Rd
AAA Texas	Fort Worth Branch	5431 S Hulen St
AAA Texas	Austin South Branch	4970 Hwy 290 W #310
AAA Texas	Houston-Memorial Branch	9311 Katy Fwy #E
AAA Texas	Austin North Branch	13376 Hwy 183 N Ste 108
AAA Texas	Houston-Fort Bend Branch	4829 Hwy 6
AAA Texas	Allen Branch	190 E Stacy Rd Ste 212
AAA Texas	Houston-Champions Branch	8765 Spring Cypress Rd #D
AAA Texas	Frisco Branch	4760 Preston Rd Ste 208
AAA Texas	Texas Regional Headquarters	1225 Freeport Pkwy
AAA Texas	Houston-Copperfield Branch	8508 Hwy 6 N
AAA Texas	Stone Oak	19239 Stone Oak Pkwy #106
AAA Texas	Lewisville Branch	713 Hebron Pkwy #270
AAA Texas	Round Rock Branch	201 University Oaks #750
AAA Texas	Dallas-Central Branch	8160 Park Ln Ste 305
AAA Texas	Alliance Branch	9509 Sage Meadow Trl
AAA Texas	San Antonio-North Branch	18160 San Pedro Ave #214
AAA Texas	Plano Branch	7200 Independence Pky 224
AAA Texas	Flower Mound Branch	6020 Long Prairie Rd #200
AAA Texas	Garland Branch	4280 Lavon Dr Ste 216
AAA Texas	Irving Branch	941 MacArthur Pk Dr #100
AAA Texas	Houston-Katy Branch	19604 Katy Fwy
AAA Texas	Amarillo Branch	2607 Wolfiin Village
AAA Texas	North Tarrant County Branch	3001 Hwy 121 Ste 250 Heritage Towne Crossing
AAA Texas	Dallas-North Branch	5455 Beltline Rd Ste 100
AAA Tidewater Virginia	Williamsburg Branch	6517 Richmond Rd
AAA Tidewater Virginia	Club Headquarters Office	5366 Virginia Beach Blvd
AAA Tidewater Virginia	Newport News Branch	733 J Clyde Morris Blvd
AAA Tidewater Virginia	Chesapeake Branch	111 Kempsville Rd
AAA Tidewater Virginia	Norfolk Branch Office	330 W 22nd St Ste 101



AAA Tidewater Virginia	Virginia Beach Branch	3352 Princess Anne Rd 919 Suite 919
AAA Tidewater Virginia	Hampton Branch	1520 Aberdeen Rd
AAA Tidewater Virginia	Suffolk Branch	3529 Bridge Rd
AAA Washington	Coeur d'Alene Office	296 W Sunset Ave #33
AAA Washington	Club Administrative Office	3605 132nd Ave SE
AAA Washington	Wenatchee Office	221 N Mission St
AAA Washington	Vancouver Office	4301 E 4th Plain Blvd
AAA Washington	Yakima Office	2301 W Nob Hill Blvd Ste1
AAA Washington	Southcenter Cruise & Travel	17250 Southcenter Py S112
AAA Washington	Bellevue Office	1100 Bellevue Way NE #7
AAA Washington	Alderwood Office	3000 196th St SW
AAA Washington	Bremerton Office	5700 Kitsap Way
AAA Washington	Tacoma Office	1801 S Union Ave
AAA Washington	Mount Vernon Office	1811 Riverside Dr Ste B
AAA Washington	Issaquah Office	170 Front St N
AAA Washington	Spokane Office	1314 S Grand Blvd Unit 1
AAA Washington	Seattle Office	1523 15th Ave W
AAA Washington	Olympia Office	2627 Capital Mall Dr SW 1
AAA Western and Central New York	Penfield Office	2156 Penfield Rd
AAA Western and Central New York	Ken-Ton Office	1737 Sheridan Dr
AAA Western and Central New York	Club Office	100 International Dr
AAA Western and Central New York	Orchard Park Office	3475 Amelia Dr Quaker Crossing
AAA Western and Central New York	Dewitt Office	3460 Erie Blvd E
AAA Western and Central New York	Watertown Office	19472 Us-11
AAA Western and Central New York	Camillus Office	5103 W Genesee St
AAA Western and Central New York	Greece Office	2589 West Ridge Rd
AAA Wisconsin	Madison E (Madison)	2358 E Springs Dr Ste 100
AAA Wisconsin	Madison W (Middleton)	1701 Deming Way G124
AAA Wisconsin	Green Bay	2285 S Oneida Ste #1
AAA Wisconsin	Onalaska	1125 Main St Ste 100
AAA Wisconsin	Appleton	160 S McCarthy Rd
AAA Wisconsin	Milwaukee South (Milwaukee)	4433 S 27th St
AAA Wisconsin	Waukesha	21505 E Moreland Blvd 100
AAA Wisconsin	Eau Claire	3430 Oakwood Hills Pkwy
AAA Wisconsin	Grafton	1040 N Port Washington Rd
AAA Wisconsin	Menomonee Falls	W176 N9348 Rivercrest Dr
AAA-Chicago Motor Club	Peoria	707 W Pioneer Pkwy
AAA-Chicago Motor Club	Wheaton Car Care Plus	1100 E Roosevelt Rd Danada Square Shopping
AAA-Chicago Motor Club	Downers Grove	7331 Lemont Rd
AAA-Chicago Motor Club	Evergreen Park Car Care Plus	9154 S Western Ave
AAA-Chicago Motor Club	Springfield	1915 W Iles
AAA-Chicago Motor Club	Vernon Hills Car Care Plus	1680 N Milwaukee Ave
AAA-Chicago Motor Club	Arlington Heights	1840 S Arlington Heights
AAA-Chicago Motor Club	Orland Park	16069 S LaGrange Rd
AAA-Chicago Motor Club	Champaign	1806 Woodfield Dr #101AB
AAA-Chicago Motor Club	Joliet	1500 Essington Rd #4
AAA-Chicago Motor Club	South Elgin	1940 Silver Glen Rd
AAA-Chicago Motor Club	Skokie Car Care Plus	9349 Skokie Blvd
AAA-Chicago Motor Club	Rockford	3910 N Mulford St #1200
AAA-Chicago Motor Club	Fox Valley Car Care Plus	35 South Rt 59
AAA-Chicago Motor Club	North Riverside Car Care Plus	2512 S Harlem



AAA-Chicago Motor Club	Bloomington	2103 N Veterans Pkwy #116
AAA-Chicago Motor Club	St. Charles	540 N Kirk Rd
AAA-Chicago Motor Club	Merrillville	312 W 80th Pl
AAA-Chicago Motor Club	Mishawaka	5351 N Main St
AAA-Chicago Motor Club	Fort Wayne	607 Northcrest Shpng Ctr
Alberta Motor Association	Calgary Shawnessy Centre	#600 85 Shawville Blvd SE
Alberta Motor Association	Edmonton Contact Centre	9520-42 Ave
Alberta Motor Association	St Albert Centre	200 665 St Albert Trl
Alberta Motor Association	Sherwood Park	#19 101 Bremner Dr
Alberta Motor Association	Camrose Centre	6702 48 Ave
Alberta Motor Association	Calgary Main Centre	4700 17th Ave SW
Alberta Motor Association	Grande Prairie Centre	11401 99 St
Alberta Motor Association	Edmonton Kingsway Centre	11220 109 St NW
Alberta Motor Association	Lethbridge Centre	120 Scenic Dr S
Alberta Motor Association	Medicine Hat Centre	2710 13 Ave SE
Alberta Motor Association	Red Deer Southpointe	141 2004 50th Ave
Alberta Motor Association	Calgary Willowpark Centre	524-10816 Macleod Trl SE
Alberta Motor Association	Fort McMurray Centre	4 Hospital St
Alberta Motor Association	Edmonton South - Club Office	10310 GA MacDonald Ave NW
Alberta Motor Association	Edmonton West Centre	9938 170 St
Alberta Motor Association	Calgary Sunridge Centre	3650 20 Ave NE
Alberta Motor Association	Calgary Crowfoot Centre	220 Crowfoot Cres NW
Alberta Motor Association	Edmonton Manning Drive Centre	5040 Manning Dr NW
Auto Club Enterprises	Santa Maria Branch	2033 S Broadway
Auto Club Enterprises	Montebello Branch	1405 N Montebello Blvd
Auto Club Enterprises	Camarillo Branch	2570 Las Posas Rd Ste B
Auto Club Enterprises	Montrose Branch	2112 Montrose Ave
Auto Club Enterprises	San Clemente Branch	638 Camino de los Mares Suite E100
Auto Club Enterprises	Redlands Branch	1330 Industrial Park Ave
Auto Club Enterprises	Burbank Branch	1111 W Alameda Ave
Auto Club Enterprises	Simi Valley Branch	2853 E Cochran St
Auto Club Enterprises	Chula Vista Branch	569 Telegraph Canyon Rd
Auto Club Enterprises	Costa Mesa Branch	3350 Harbor Blvd
Auto Club Enterprises	San Luis Obispo Branch	1445 Calle Joaquin
Auto Club Enterprises	Whittier Branch	16041 E Whittier Blvd
Auto Club Enterprises	Eastvale	12423 Limonite Ave #580
Auto Club Enterprises	Santa Clarita Branch	23770 Valencia Blvd
Auto Club Enterprises	La Quinta Branch	46-050 Washington St
Auto Club Enterprises	Huntington Beach Branch	16160 Beach Blvd
Auto Club Enterprises	Surf City Branch	19810 Beach Blvd
Auto Club Enterprises	Glendora Branch	1301 S Grand Ave
Auto Club Enterprises	West Hollywood Branch	8761 Santa Monica Blvd
Auto Club Enterprises	Del Mar Branch	2666 Del Mar Heights Rd
Auto Club Enterprises	Palm Springs Branch	300 S Farrell Dr
Auto Club Enterprises	Los Angeles Branch	2601 S Figueroa St
Auto Club Enterprises	Long Beach Branch	4800 Airport Plaza Dr 100
Auto Club Enterprises	Riverside Branch	3700 Central Ave
Auto Club Enterprises	Santa Barbara Branch	3712 State St
Auto Club Enterprises	Encino Branch	17472 Ventura Blvd
Auto Club Enterprises	Woodland Hills Branch	22708 Victory Blvd
Auto Club Enterprises	San Diego Branch	2440 Hotel Cir N



Auto Club Enterprises	Pasadena Branch	801 E Union St
Auto Club Enterprises	Bakersfield Branch	1500 Commercial Way
Auto Club Enterprises	Tustin Branch	13331 Jamboree Rd
Auto Club Enterprises	Escondido Branch	800 La Terraza Blvd
Auto Club Enterprises	Torrance Branch	23001 Hawthorne Blvd
Auto Club Enterprises	Clairemont Branch	4973 Clairemont Dr #C
Auto Club Enterprises	Northridge Branch	9440 Reseda Blvd
Auto Club Enterprises	Santa Monica Branch	2730 Santa Monica Blvd
Auto Club Enterprises	Laguna Hills Branch	25181 Paseo De Alicia
Auto Club Enterprises	Los Cerritos Branch	18642 S Gridley Rd
Auto Club Enterprises	Glendale Branch	1233 E Broadway
Auto Club Enterprises	Ventura County Branch	1501 S Victoria Ave
Auto Club Enterprises	Anaheim Branch	420 N Euclid Ave
Auto Club Enterprises	San Marcos Branch	137 S Las Posas Rd #P 5&6 Grand Plaza Shpng Ctr
Auto Club Enterprises	Thousand Oaks Branch	100 E Wilbur Rd
Auto Club Enterprises	Newport Branch	3880 Birch St
Auto Club Enterprises	Mission Viejo	27805 Santa Margarita Pky
Auto Club Enterprises	Rancho San Diego Branch	2987 Jamacha Rd Ste A
Auto Club Enterprises	Victorville Branch	12490 Amargosa Rd
Auto Club Enterprises	La Verne Branch	2488 Foothill Blvd #A
Auto Club Enterprises	Inglewood-Ladera Branch	1234 Centinela Ave
Auto Club Enterprises	Culver City Branch	4512 Sepulveda Blvd
Auto Club Enterprises	Alhambra/San Gabriel Branch	401 E Main St Ste 101
Auto Club Enterprises	Alta Loma	6787A Carnelian St
Auto Club Enterprises	Fullerton Branch	1450 N Harbor Blvd
Auto Club Enterprises	Encinitas Branch	499 N El Camino Real A100
Auto Club Enterprises	Crenshaw Branch	3739 S Crenshaw Blvd #E
Auto Club Enterprises	Oceanside Branch	3330 Vista Way
Auto Club Enterprises	Inglewood-Century Village	3372 W Century Blvd
Auto Club Enterprises	Diamond Bar Branch	2843 Diamond Bar Blvd
Auto Club Enterprises	Corona Branch	1170 El Camino Ave
Auto Club Enterprises	Poway/Sabre Springs Branch	12630 Sabre Spgs Pkwy 301
Auto Club Enterprises	Highland Branch	27889 Base Line St
Auto Club Enterprises	Lancaster Branch	1234 Commerce Center Dr
Auto Club Enterprises	Chino Branch	5402 Philadelphia St #A
Auto Club Enterprises	Visalia Branch	4228 S Mooney Blvd
Auto Club Enterprises	Chatsworth	10210 Mason Ave
Auto Club Enterprises	Downey Branch	8223 Firestone Blvd
Auto Club Enterprises	Temecula Branch	26403 Ynez Rd
Auto Club Enterprises	Los Alamitos	3480 Katella Ave
Auto Club Enterprises	AAA Mission Viejo South	27525 Puerta Real Ste 800
Auto Club Enterprises	Arcadia Branch	420 E Huntington Dr
Auto Club Enterprises	Rancho Cucamonga Branch	10540 Foothill Blvd #100
Auto Club Enterprises	Hemet Branch	450 W Stetson Ave
Auto Club Enterprises	Rancho Palos Verdes	28901 S Western Ave #137
Auto Club Enterprises	Murrieta Branch	25125 Madison Ave #101A
Auto Club Enterprises	Grossmont Branch	8765 Fletcher Pkwy
Auto Club Enterprises	Apple Valley Branch	19201 Bear Valley Rd #C
Auto Club Enterprises	Lompoc Branch	525 W Central Ave
Auto Club Enterprises	Manhattan Beach Branch	700 S Aviation Blvd
Auto Club Enterprises	ACSC Member Service Center	3333 Fairview Rd A194



Auto Club Enterprises	West Covina Branch	405 N Azusa Ave Ste 405
Auto Club Enterprises	Irvine	3851 Alton Pkwy Ste C
Auto Club Enterprises	Anaheim Hills Branch	5500 E Santa Ana Cyn Rd
Auto Club Enterprises	Upland/Ontario Branch	1021 E Foothill Blvd
Auto Club Enterprises	Club Administration	3333 Fairview Rd
Auto Club Enterprises	Longo Toyota	3534 N Peck Rd
Auto Club Group - Southern Region	Ponte Vedra	840 A1A N #180
Auto Club Group - Southern Region	Heathrow	1000 AAA Dr #28
Auto Club Group - Southern Region	Daytona Beach	2525 Int'l Speedway Blvd
Auto Club Group - Southern Region	Orlando	783 S Orlando Ave
Auto Club Group - Southern Region	Delray Beach	14539 Military Trl #A
Auto Club Group - Southern Region	Coral Springs	2544 N University Dr
Auto Club Group - Southern Region	Palm Beach Gardens	9123 N Military Trl #110
Auto Club Group - Southern Region	Jacksonville	4320 Deerwood Lk Pky #109
Auto Club Group - Southern Region	Plantation	11971 W Sunrise Blvd
Auto Club Group - Southern Region	Trinity	10700 St Rd 54 #102 & 103
Auto Club Group - Southern Region	Melbourne	4100 N Wickham Rd #101
Auto Club Group - Southern Region	Ocala	3033 SW College Rd #101
Auto Club Group - Southern Region	AOB CIC Florida	9125 Henderson Road
Auto Club Group - Southern Region	New Tampa	20301 Bruce B Downs Blvd
Auto Club Group - Southern Region	Lady Lake-AAA at the Villages	955 Bichara Blvd
Auto Club Group - Southern Region	Stuart	1610 SE Federal Hwy
Auto Club Group - Southern Region	Fleming Island	1987 E West Pkwy
Auto Club Group - Southern Region	Vero Beach	495 21st
Auto Club Group - Southern Region	Signatours	9125 Henderson Road
Auto Club Group - Southern Region	Lakewood Ranch	11531 Palmbrush Trl
Auto Club Group - Southern Region	St Augustine Insurance & Travel	296 State Road 312
Auto Club Group - Southern Region	Kendall	7074 SW 117 Ave Snapper Creek Plaza
Auto Club Group - Southern Region	Naples	5401 Airport Pulling Rd N #120
Auto Club Group - Southern Region	Leesburg	1708 Citrus Blvd
Auto Club Group - Southern Region	TRAILWINDS - NEW LAKE SUMTER	5814 Seven Mile Dr Suite 106-107
Auto Club Group - Southern Region	Sun City Center	4868 Sun City Center Blv
Auto Club Group - Southern Region	Port Richey	10532 Devco Dr
Auto Club Group - Southern Region	Pensacola	540 Brent Ln
Auto Club Group - Southern Region	Lakeland	1457 E Memorial Blvd
Auto Club Group - Southern Region	AAA Auto Club South	9125 Henderson Road
Auto Club Group - Southern Region	Westshore Car Care Plus	1701 N Westshore Blvd
Auto Club Group - Southern Region	Fort Myers	2516 Colonial Blvd
Auto Club Group - Southern Region	Sarasota	8220 S Tamiami Trail
Auto Club Group - Southern Region	Venice	2100 S Tamiami Trl
Auto Club Group - Southern Region	Bradenton	6210 Manatee Ave W
Auto Club Group - Southern Region	Carrollwood	14755 N Dale Mabry
Auto Club Group - Southern Region	Gainesville	5200 Nw 43rd St #505
Auto Club Group - Southern Region	Tallahassee	3491 Thomasville Rd #26
Auto Club Group - Southern Region	Brandon	415 W Robertson St
Auto Club Group - Southern Region	Port Charlotte	21229-A Olean Blvd
Auto Club Group - Southern Region	Palm Harbor	32050 US Hwy 19 N
Auto Club Group - Southern Region	St Petersburg	1518 66th St N
Auto Club Group - Southern Region	Clearwater Car Care Plus	2347 Gulf to Bay Blvd
Auto Club Group - Southern Region	Seminole	9200 Seminole Blvd
Auto Club Group - Southern Region	Spring Hill	1410 Pinehurst Dr



Auto Club Group - Southern Region	Mansell Car Care Plus	1035 Mansell Rd
Auto Club Group - Southern Region	Toco Hills Car Care Plus	2161 Lavista Rd NE
Auto Club Group - Southern Region	Columbus	6201 Veterans Prkwy Ste C
Auto Club Group - Southern Region	Augusta	3601 Walton Way Ext
Auto Club Group - Southern Region	East Cobb Car Care Plus	1197 Johnson Ferry Rd
Auto Club Group - Southern Region	Sandy Plains Car Care Plus	3445 Gordy Pkwy
Auto Club Group - Southern Region	Chastain Park Car Care Plus	4410 Roswell Rd
Auto Club Group - Southern Region	Johns Creek Branch Car Care Plus	7150 McGinnis Ferry Rd
Auto Club Group - Southern Region	Morrow/South Lake	1500 Mt Zion Rd Ste 205
Auto Club Group - Southern Region	Savannah	712 Mall Blvd
Auto Club Group - Southern Region	Puerto Rico	654 Munoz Rivera 103-1119 Lobby Level
Auto Club Group - Southern Region	Hendersonville	1012 Andrews Run Ln #B
Auto Club Group - Southern Region	Cool Springs	1701 Mallory Ln Ste 200
Auto Club Group - Southern Region	Tri-Cities Regional Office	3000 Peoples St
Auto Club Group - Southern Region	Maryville	715 W Lamar Alexander Pky
Auto Club Group - Southern Region	North Knoxville	6631 Clinton Hwy #113
Auto Club Group - Southern Region	Chattanooga	2396 Lifestyle Way St 102
Auto Club Group - Southern Region	Nashville	2501 21st Ave S #1
Auto Club Group - Southern Region	Memphis	990 N Germantown Pky #102
Auto Club Group - Southern Region	Murfreesboro	1970 Old Fort Pkwy #B
Auto Club Group - Southern Region	West Knoxville Office	110 Capital Dr
CAA Atlantic	Fredericton Branch	5 Trinity Ave Bldg B #2
CAA Atlantic	Saint John Branch / Head Office	378 Westmorland Rd
CAA Atlantic	Member Service Contact Center	378 Westmorland Rd
CAA Atlantic	Moncton Branch	62 Wyse St Unit C4
CAA Atlantic	St John's Branch	55 Kelsey Dr
CAA Atlantic	Bayers Lake Branch	202 Chain Lake Dr Unit 4
CAA Atlantic	Dartmouth Branch	330 John Savage Ave
CAA Atlantic	Halifax Branch	6021 Young St Suite 115
CAA Atlantic	Charlottetown Branch	193 Minna Jane Dr
CAA British Columbia	Headquarters Customer Contact Centre	4567 Canada Way
CAA British Columbia	BCAA Home Office	4567 Canada Way
CAA Club Group	Newmarket Store	130 Davis Dr
CAA Club Group	Belleville Store	20 Wallbridge Loyalist Rd
CAA Club Group	Sault Ste Marie Store	154 Great Northern Rd
CAA Club Group	Chatham Store	810 Richmond St
CAA Club Group	Markham Store	8401 Woodbine Ave Unit 2
CAA Club Group	Oshawa Store	1050 Simcoe St N
CAA Club Group	Kingston Store	768 Gardiners Rd #E200
CAA Club Group	Don Mills Store	20 Marie Labatte Road
CAA Club Group	Mississauga Store	1925 Fowler Dr
CAA Club Group	Simcoe Store	8 Queensway Dr E
CAA Club Group	Orillia Store	865 W Ridge Blvd
CAA Club Group	Club/Travel/Insurance Head Office	60 Commerce Valley Dr E
CAA Club Group	Windsor Store	3155 Howard Ave Round House Center
CAA Club Group	Sarnia Store	1095 London Rd
CAA Club Group	Owen Sound Store	187 10th St W
CAA Club Group	Orangeville Store	78 First St
CAA Club Group	East Hamilton-Stoney Creek Store	75 Centennial Pkwy N
CAA Club Group	Oakville Store	360 Dundas St E
CAA Club Group	Brantford Store	300 King George Rd



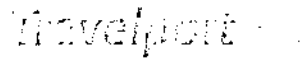
CAA Club Group	Burlington Store	3480 Fairview St
CAA Club Group	Hamilton Mountain Store	990 Upper Wentworth St
CAA Club Group	Pickering Store	1099 Kingston Rd
CAA Club Group	East Mall Store	225 The East Mall
CAA Club Group	Peterborough Store	898 Monaghan Rd
CAA Club Group	Cobourg Store	955 Elgin St W
CAA Club Group	Brampton Store	215 Delta Park Blvd
CAA Club Group	London-Cherry Hill Store	1365 Beaverbrook Ave
CAA Club Group	St Thomas Store	24 First Ave
CAA Club Group	Barrie Store	70 Barrie View Dr
CAA Club Group	Travel Services Center	60 Commerce Valley Dr E
CAA Club Group	Leamington Store	140 Erie St N
CAA Club Group	Kitchener-Travel Store	655 Fairway Rd S
CAA Manitoba	Kildonan Place Branch	1555 Regent Ave W
CAA Manitoba	St Annes Branch	501 St Annes Rd
CAA Manitoba	Empress Branch	870 Empress St
CAA Manitoba	Brandon Branch	305 - 18th St N
CAA Manitoba	Altona Branch	61 2nd Ave NE
CAA Manitoba	Winnipeg Branch	987 Milt Stegall Dr
CAA National Office	Association Administrative Office	500-1545 Carling Ave
CAA Niagara	Club Office	3271 Schmon Pkwy
CAA Niagara	Grimsby Branch	155 Main St E
CAA Niagara	St Catharines Branch	76 Lake St
CAA Niagara	Niagara Falls Branch	6788 Thorold Stone Rd #5
CAA Niagara	Welland Branch	800 Niagara St
CAA North & East Ontario	Nepean Store	1331 Clyde Ave
CAA North & East Ontario	Parry Sound Store	1 College Drive
CAA North & East Ontario	North Bay Store	955 McKeown Ave Unit 3B
CAA North & East Ontario	Ottawa (Hunt Club Store)	2446 Bank St
CAA North & East Ontario	Ottawa (Orleans Store)	2026 Tenth Line Rd #7
CAA North & East Ontario	Stittsville Store	5703 Hazeldean Rd #8
CAA North & East Ontario	Sudbury Store	100 Donna Dr Unit D11
CAA North & East Ontario	Thunder Bay Store	585 Memorial Ave
CAA North & East Ontario	Travel Services Call Centre	1031 Bank St
CAA North & East Ontario	Club Administrative Centre	1031 Bank St
CAA Saskatchewan	Estevan Branch	1208 4th St
CAA Saskatchewan	Regina South	4528 Albert St
CAA Saskatchewan	Regina East Branch	2510 E Quance St
CAA Saskatchewan	Moose Jaw Branch	80 Caribou St W
CAA Saskatchewan	Club Office	200 Albert St N
CAA Saskatchewan	Saskatoon Main Branch	150 - 1st Ave S
CAA Saskatchewan	Yorkton Branch	159 Broadway St E
CAA Saskatchewan	Prince Albert Branch	#29 2995 2nd Ave W
CAA Saskatchewan	North Battleford Branch	2002-100th St
CAA Saskatchewan	Swift Current Branch	15 Dufferin St W
CAA Saskatchewan	Saskatoon East	3110 8th St E #1
CAA Saskatchewan	Weyburn Branch	110 Souris Ave
CAA-Quebec	Terrebonne Travel Centre	302 Montee des Pionniers
CAA-Quebec	Boisbriand Travel Centre	2715 d'Annemasse St
CAA-Quebec	Levis Travel Centre	103-85 Rt Du Pres-Kennedy
CAA-Quebec	Montreal Travel Centre	1180 Drummond St



CAA-Quebec	Club Office	444 Bouvier St
CAA-Quebec	St-Léonard Travel Centre	7178 Langelier Blvd
CAA-Quebec	Pointe Claire Travel Centre	90-1000 St Jean Blvd
CAA-Quebec	Sherbrooke Travel Centre	2990 King W St
CAA-Quebec	Brossard Travel Centre	20-8940 Leduc Blvd
CAA-Quebec	Laval Travel Centre	100-3131 W St-Martin Blvd
CAA-Quebec	Telephone Center	1180 Drummond St
CAA-Quebec	Quebec TrvlCentre (Place de la Cité)	133-2600 Laurier Blvd
CAA-Quebec	Trois-Rivieres Travel Centre	4085 Boul Des Recollets
CAA-Quebec	Saguenay Travel Centre	1100-1700 Talbot Blvd
CAA-Quebec	Gatineau Travel Centre	960 Maloney Blvd W
CAA-Quebec	Quebec Travel Centre (Bouvier)	202-500 Bouvier St
Findlay Automobile Club	Club Office	1550 Tiffin Ave
Mountain West Group	Redding	943 Mission De Oro Dr
Mountain West Group	Elk Grove-Laguna	8225 Laguna Blvd Ste 120
Mountain West Group	Auburn	2480 Grass Valley Hwy
Mountain West Group	Natomas	2701 Del Paso Rd Ste 100
Mountain West Group	San Ramon	2435 San Ramon Vly Blvd#5
Mountain West Group	AAA San Jose Brokaw Commons	1035 E Brokaw Rd Ste 10
Mountain West Group	Pinole Vista Crossing	1202 Fitzgerald Dr
Mountain West Group	Monterey	53 Soledad Dr
Mountain West Group	Antioch	5799 Lone Tree Way
Mountain West Group	Lodi	2715 W Kettleman Ln #201
Mountain West Group	Clovis	1595 Shaw Ave
Mountain West Group	Dublin	4460 Tassajara Rd Ste B
Mountain West Group	Newark	39600 Balentine Dr
Mountain West Group	Chico	2221 Forest Ave
Mountain West Group	San Jose Almaden Expressway	5026 Almaden Expwy #10
Mountain West Group	Pleasant Hill	2390 Monument Blvd Ste A
Mountain West Group	San Jose - Westgate	5291 Prospect Rd
Mountain West Group	Modesto	3525 Coffee Rd
Mountain West Group	San Francisco Potrero Center	2300 16th St Ste 280
Mountain West Group	Oakland/Rockridge	1982 Pleasant Valley Av#A
Mountain West Group	Menlo Park	65 El Camino Real
Mountain West Group	Fresno Park Crossing	8380 N Fresno St Ste 101
Mountain West Group	San Jose Stevens Creek	5120 Stevens Creek Blvd
Mountain West Group	San Rafael	99 Smith Ranch Rd
Mountain West Group	Santa Rosa	1501 Farmers Ln
Mountain West Group	Concord	2095 Diamond Blvd B-135
Mountain West Group	Daly City	455 Hickey Blvd 3rd Fl
Mountain West Group	Citrus Heights	6109 Sunrise Blvd M/S S15C
Mountain West Group	San Jose Capitol Expressway	1779 East Capitol Exy D0A
Mountain West Group	Hayward	1580 Chabot Ct
Mountain West Group	AAA Alameda	2650 5Th Str Big-F Ste H Alameda Landing
Mountain West Group	San Francisco Lakeshore Plaza	1585 Sloat Blvd
Mountain West Group	Fresno Fig Garden Village	632 West Shaw Ave Ste 60
Mountain West Group	Sacramento Capitol Mall	621 Capitol Mall, Ste 118
Mountain West Group	San Francisco Financial District	160 Sutter St
Mountain West Group	Los Gatos	15450 Los Gatos Blvd #300
Mountain West Group	Greenhaven	1056 Florin Rd
Mountain West Group	Milpitas	607 E Calaveras Blvd #607



Mountain West Group	Clovis Herndon	900 Herndon
Mountain West Group	Grass Valley	113 Dorsey Dr
Mountain West Group	Administration	1277 Treat Blvd Ste 1000
Mountain West Group	Fairfield	1495 Gateway Blvd
Mountain West Group	Yuba City	1290 Stabler Ln Ste 800
Mountain West Group	Folsom	2796 E Bidwell St
Mountain West Group	Oroville	2024-A Oro Dam Blvd E
Mountain West Group	Salinas	1019 Post Dr
Mountain West Group	Eureka	1470 Broadway St
Mountain West Group	Petaluma	111 Lynch Creek Way
Mountain West Group	Fresno West Herndon Avenue	6717 N Riverside Dr # 102
Mountain West Group	Hanford	780 N Irwin St
Mountain West Group	Truckee	11200 Donner Pass Rd #E3
Mountain West Group	Berkeley	1775 University Ave
Mountain West Group	Lakeport	1464 Parallel Dr
Mountain West Group	Hollister	351 Tres Pinos Rd Ste D
Mountain West Group	Gilroy	7210 Camino Arroyo # 103
Mountain West Group	Santa Rosa Mendocino	2180 Mendocino Ave
Mountain West Group	Sonora	1071 Sanguinetti Rd
Mountain West Group	Sonoma	650 2nd St W
Mountain West Group	Vacaville	1633 E Monte Vista Ave Ste 101 Bldg M
Mountain West Group	Roseville-South	1850 Douglas Blvd Ste 406
Mountain West Group	Woodland	95 W Lincoln Ave
Mountain West Group	Mountain View	900 Miramonte Ave
Mountain West Group	Roseville Galleria Blvd	1161 Galleria Blvd
Mountain West Group	AAA Travel Contact Center	555 Mason St
Mountain West Group	Turlock	3180 Hotel Dr
Mountain West Group	San Francisco Richmond District	599 Clement St
Mountain West Group	Tracy	2102 W Grant Line Rd
Mountain West Group	Jackson	11992 St Hwy 88 Ste 2048
Mountain West Group	Madera	221 N G St
Mountain West Group	Watsonville	1195 S Green Valley Rd
Mountain West Group	Redwood City	510 Veterans Blvd Ste A
Mountain West Group	Placerville	3979 Missouri Flat Rd#120
Mountain West Group	Manteca	190 Commerce Ave #101
Mountain West Group	Vallejo	1183 Admiral Callaghan Ln
Mountain West Group	Sacramento University Village	2216 Fair Oaks Blvd
Mountain West Group	Walnut Creek	2971 Ygnacio Valley Rd
Mountain West Group	Capitola/Santa Cruz	4400 Capitola Rd Ste 100
Mountain West Group	Summerlin	10860 W Charleston Bl 130 Ste 130
Mountain West Group	Reno	6795 S Virginia St Ste D
Mountain West Group	Green Valley	1000 N Green Valley #620
Mountain West Group	Aliante Parkway	6905 N Aliante Pkwy #101
Mountain West Group	Las Vegas Rainbow Plaza	937 Rainbow Blvd #1-B
Mountain West Group	Sparks Galleria	1360 Scheels Dr Ste 120
Mountain West Group	Southwest Las Vegas	6440 S Rainbow Blvd
Mountain West Group	Farmington	1067 W Grand Ave Ste 101
Mountain West Group	Salt Lake City Foothill	1400 S Foothill Dr #116
Mountain West Group	Orem	160 E University Pky # F
Mountain West Group	Ogden	5705 S Harrison Blvd
Mountain West Group	Club Office	1277 Treat Blvd Ste 1000



FIRST AMENDMENT TO THE TRAVELPORT AGREEMENT

Customer Number: 149634

This First Amendment to the Travelport Agreement ("First Amendment") dated the 23rd of January, 2014 is made by and between Travelport, LP and Travelport Global Distribution System, B.V. ("Travelport") and National Railroad Passenger Corporation ("Amtrak").

WHEREAS, Travelport and Amtrak entered into the Travelport Agreement dated the 17th of June, 2013 (as may be amended from time to time, the "Agreement"); and

WHEREAS, Travelport and Amtrak now desire to amend the Agreement.

NOW, THEREFORE, it is agreed:

1. **Definitions.** Unless otherwise defined in this Amendment, capitalized terms used in this Amendment will have the same meanings as set forth in the Agreement.

2. **Invoiced Fees.** Travelport will provide Amtrak a host-to-host circuit and system access for the term at the following current fees and Amtrak will pay such fees as set forth in the monthly statement to Amtrak in accordance with Section 4 – Fees and Costs of the Agreement.

(b)(4)

3. **General Provision.** Except to the extent the Agreement is amended herein, the Agreement is hereby ratified and remains in full force and effect. To the extent the terms of this Amendment are inconsistent with the terms of the Agreement, the terms of this Amendment will control.

This Amendment is agreed to by Provider and Travelport, by their duly authorized undersigned representatives, as follows:

National Railroad Passenger Corporation:

Travelport, LP:

(b)(6)

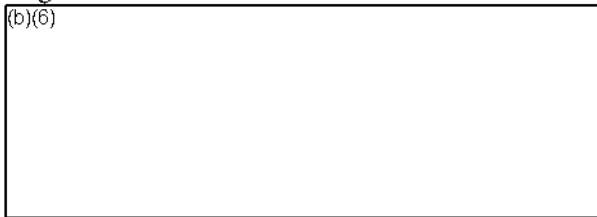


Sent Via Email

July 15, 2016

Igor Bratnikov

(b)(6)



RE: Distribution Services Agreement, between the National Railroad Passenger Corporation ("Amtrak") and Wanderu, Inc., dated January, 2015, ("Agreement")

Dear Mr. Bratnikov:

This letter is to notify you that Amtrak is replacing Attachment 5-Contacts with the attached updated Attachment 5-Contacts Revised 07-18-16. Please note that under Section 1.2 of the Agreement, Wanderu has fourteen days of receipt of this notice to make any necessary changes to its website, Wanderu.com.

We continue to appreciate the opportunity to work with you and your company.

(b)(6)





Sent Via Certified Mail and Email

July 15, 2016

Igor Bratnikov

(b)(6)

RE: Distribution Services Agreement, between the National Railroad Passenger Corporation ("Amtrak") and Wanderu, Inc., dated January, 2015, ("Agreement")

Dear Mr. Bratnikov:

This letter is to notify you that Amtrak is replacing Attachment I-Amtrak Products with the attached updated Attachment I-Amtrak Products Revised 07-15-16. Please note that under Section 1.2 of the Agreement, Wanderu has fourteen days of receipt of this notice by certified mail to make any necessary changes to its website, Wanderu.com.

~~We continue to appreciate the opportunity to work with you and your company.~~

(b)(6)