

APPENDIX B

THE DATA PROCESSING AGREEMENT

The Airlines Reporting Corporation (ARC), a close corporation chartered in the State of Delaware, and headquartered at 4100 North Fairfax Drive, Arlington, VA 22203 and \_\_\_\_\_ (Purchaser), a \_\_\_\_\_ corporation, (name) (state of incorporation)

with main offices at \_\_\_\_\_, and \_\_\_\_\_ (Processor), (street address, city, state, zip) (name)

a \_\_\_\_\_ corporation, with main offices at \_\_\_\_\_, state that (state of incorporation) (street address, city, state, zip)

ARC is the owner of various types of data relating to ARC-listed travel agent locations in the United States, referred to as the SMART Reports.

ARC and Purchaser have entered into an agreement, dated \_\_\_\_\_, 200\_\_\_\_, (Purchase Agreement), whereby Purchaser will purchase from ARC data abstracted in computer readable form on CD-ROM (hereinafter "Purchased Data.")

The purchased data contain information valuable to ARC. Such data disks have or will be delivered to Purchaser in accordance with said Purchase Agreement.

Purchaser desires to disclose and make available to Processor the purchased data for handling and processing by Processor exclusively for Purchaser; and ARC is willing to grant Purchaser permission to disclose and make available to Processor the purchased data, subject to the terms and conditions of said Purchase Agreement and this agreement.

In consideration of these promises and for other good and valuable consideration, it is agreed as follows:

- 1. Processor agrees that any purchased data and related information which is disclosed to it pursuant to this Agreement is confidential and proprietary information.
2. Processor shall use the purchased data solely for the use and benefit of Purchaser. Processor shall not use any purchased data for the benefit of any person, partnership, firm, corporation, or other entity other than Purchaser. Processor shall not disclose or make available to any person, partnership, firm, corporation, or other entity, other

than Purchaser, any purchased data in any form or manner.

3. Processor shall return to Purchaser all purchased data, and any and all copies, abstracts, or portions thereof, which shall have been delivered to Processor by ARC or Purchaser pursuant to the provisions of this agreement, upon completion of processing for the benefit of Purchaser. This return obligation shall survive any termination or expiration of this agreement.

4. Processor shall maintain written records concerning the handling and processing of all purchased data, and Processor shall permit any authorized representative of ARC to inspect such records at any time during reasonable business hours.

5. Subject to industrial security regulations pertaining to Processor, Processor shall permit ARC, or its authorized representative, to enter any and all of Processor's offices, facilities, or plants in which any data purchased from ARC by Purchaser or any copies or portions thereof, are being stored, used, or kept, at any time during reasonable business hours to enable ARC to determine Processor's compliance with the terms of this Agreement.

6. Processor shall notify ARC promptly if it learns that the confidential materials provided to it have been disclosed to any party other than Purchaser. If Processor is required by legal process or by operation of applicable law to disclose any confidential information, it is agreed that Processor shall provide ARC with prompt notice of such orders or requests so that ARC may seek an appropriate protective

order and/or waive compliance by and with the provisions of this agreement.

7. This agreement shall terminate 90 days after the end of the Purchase Agreement. Further, this agreement may be terminated by Processor, Purchaser, or ARC at any time by thirty (30) days prior written notice to the other parties. Termination or expiration of this agreement for any reason shall not relieve any obligations of any party incurred prior to such termination or expiration, and upon termination all such obligations shall be fulfilled.

8. This agreement shall not be construed as granting any express or implied rights, by license or otherwise, to any tangible or intangible property, including, but not necessarily limited to, any software, documentation, trademark, service mark, trade name, patent, information, trade secret, copyright, invention, discovery, or improvement made, conceived, or acquired prior to or after the date of this agreement.

9. Processor agrees that ARC will suffer irreparable harm if Processor fails to comply with its obligations set forth herein and that monetary damages will be inadequate to compensate ARC fully for such breach. Accordingly, Processor agrees that ARC shall, in addition to any other judicial, legal, or equitable remedies available to it, be entitled to injunctive relief to enforce the provisions of this agreement.

10. Processor agrees that, if it fails to comply with its obligations set forth herein, ARC shall be entitled to terminate this agreement in accord with paragraph 7

hereto, and to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Processor directly or indirectly has realized and/or may realize as a result of or in connection with any such violation. Such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which ARC may be entitled at law or in equity.

11. This agreement shall not be assignable or delegable by any party without the prior written consent of the other parties, which consent shall not be unreasonably withheld, and any assignment or delegation made without the written consent of all parties shall be null, void, and of no legal effect.

12. All notices required by this agreement shall be in writing, and shall be mailed to each of the other parties to this agreement at the mailing addresses shown above, or to such other address as any party shall have given, by notice in writing, to the other parties.

13. This agreement constitutes the entire agreement of the parties hereto regarding the subject matter of this agreement, unless amended by a subsequent written instrument signed by both parties.

14. If any provision of this agreement shall be held invalid in a court of law or equity, the remaining provisions shall be construed as if the invalid provision were not included in this agreement.

15. This Agreement shall be generated by and construed in accordance with the laws of the Commonwealth of Virginia.

Agreed to by:

AIRLINES REPORTING CORPORATION PURCHASER: \_\_\_\_\_ PROCESSOR: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

Title: General Counsel Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_