

Distribution Channel Policy for Full Content (Opt In-Opt Out)

Overview

Several GDS providers (Sabre, Galileo, Worldspan and Amadeus) have each announced new optional participation levels for their subscribers in the U.S., Puerto Rico and U.S. Virgin Islands. Under the structure of these "Opt-In" programs, the GDS subscriber will receive guaranteed access to United's "full content", including all published fares, inventory and schedules. In addition, GDS subscribers who select the Opt-In programs will not be subject to distribution service fees from United. The GDS Opt-In program and Alternative Distribution Provider (ADP) options are both referred to herein as "Preferred Booking Channels" (see chart below). An Agent which elects not to participate in the GDS' Opt-In programs or to connect to United through another Preferred Booking Channel, but instead elect to connect to United through "Other Booking Channels" (see chart below), may have limited access to United's fares and inventory and United will charge each Agent a distribution service fee of \$3.50 per net passenger segment (herein, the "Other Channel Fee").

Effective Date

Effective September 1, 2006, your continued sale of air transportation on United will evidence our mutual agreement that this initiative (as set forth in this Article) constitutes a modification of your responsibilities and duties under the ARC Agent Reporting Agreement as additional terms and conditions, and will become contractually binding beginning September 1, 2006. These policies and procedures are subject to change upon notice from United.

Eligible TMCs/Agencies

The policies and procedures outlined in this Article only apply to bookings originated by, or on the behalf of, Non-Accredited TMC/Agencies, ARC-Accredited TMC/Agencies and outlets, including corporations with a CTD designation, located within the 50 United States, the District of Columbia, the U. S. Virgin Islands or Puerto Rico, with respect to bookings originated in or via the United States, the U. S. Virgin Islands or Puerto Rico.

Fee Structure

Only an Agent that elects to utilize Other Booking Channels, as displayed in the chart below, will be assessed an Other Channel Fee. The Other Channel Fee will be applied to all Other Booking Channel net bookings originated or changed on or after September 1, 2006. This table may be updated periodically by United and the Agent should monitor this web site (www.Unitedtmc.com) to remain up to date.

Fee Structure

Last update: November 5, 2007

Booking Channel	Product*	Booking Fee
Preferred Booking Channel*	Sabre Efficient Access Solution Galileo Content Continuity Program Worldspan Super Access Amadeus Content Plus FareLogix	None
Other Booking Channel	All other Sabre, Galileo, Worldspan and Amadeus products	\$3.50 per net passenger segment
United	www.united.com	None

*Please contact the GDS or ADP for more information about their products.

Invoicing

1. **Eligible Bookings.** For each Other Booking Channel, the Agent will be invoiced based upon net passenger segments created, including passive segments, using the billing data provided to United by the GDS. For example, if an Agent uses an Other Booking Channel to create a 2-segment PNR for a single passenger to travel from IAH-EWR-IAH, this booking counts as two gross flight segments. Then, if the Agent cancels the final flight segment (EWR-IAH), the Agent would be charged only for creating one net booked segment.
2. **Billing Periods.** Billing periods begin on the first calendar day of the month and end on the last calendar day of the month.
3. **Process.** Normally, invoices for the Other Channel Fee resulting from the use of Other Booking Channels will be provided to the Agent within 90 days after the conclusion of the transaction month.

Settlement

1. **Payment Terms.** The Agent must remit payment within 30 days of invoice date. Each Agent expressly agrees that United (or any third party engaged by United) may draft against the Agent's bank account for the purpose of collecting the Other Channel Fee.
2. **Enforcement.** If payment is not received within 30 days from the date of invoice, each Agent expressly agrees that United may deduct the outstanding balance amount from any payments due from United to the Agent. United may also pursue other remedies. Additionally, failure to pay will constitute a violation of the Policy. If charges resulting from the use of Other Booking Channels remain unresolved, United may (pursuant to the ARC Agent Reporting Agreement and this Policy), upon written notice to the Agent, immediately terminate its appointment of any TMC or CTD branch location. In addition, United may also pursue any other remedies set forth in this Policy.

Remedies for Failure to Comply

1. Fees. In addition to other legal or equitable remedies available to United for a violation of this Policy, United reserves the right to charge the Agent a fee of \$50.00 for each Policy violation.
2. Loss of Access/Termination. Frequent violations of this Policy and/or failure to pay any outstanding fee(s) may result in (i) the loss of access to view, book and ticket United inventory and/or (ii) the termination of the TMC appointment agreement. United may assess an additional fee to restore access capabilities through a CRS/GDS if the Agent is reinstated. The Agent also must pay any other outstanding monies owed to United at the time of termination, including any such amounts that are identified by United following such termination.
3. Damages. In addition to the other remedies United may charge the Agent, and the Agent agrees to pay, for any losses incurred by United arising out of or in connection with any violation of this Policy and/or the Agent engaging in any Prohibited Practices. These damages could include, but are not limited to, loss of revenue and the difference between the fare charged and the actual fare available at the time of the violation or booking, use or issuance of the ticket.
4. Other Remedies. United reserves the right to terminate any and all applicable TMC appointment(s) of any Agent that does not comply with this Policy. United reserves the right to offset from any available source any amount owed to the Agent by United in order to satisfy any of the fees, costs, damages or other remedies owed to United as a result of a violation of this Policy.