**COMPUTER SERVICES AGREEMENT**

This Computer Services Agreement (the “Agreement”) is effective [DATE],

BETWEEN: [YOUR COMPANY NAME] (the "Computer Service provide"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

AND: [SECOND PARTY NAME] (the "Client"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

PREAMBLE

WHEREAS [YOUR COMPANY NAME] is in the business of providing Computer management and other Computer agency services;

WHEREAS the Client wishes to obtain such services exclusively from [YOUR COMPANY NAME] and [YOUR COMPANY NAME] wishes to be the exclusive provider thereof to the Client, subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

1.1 “Agreement” shall mean this document and the annexed schedules which are incorporated herein together with any future written and executed amendments.

1.2 “Associated Staff” shall mean any officer, director, employee, agent, or student of the parties, and any other person involved in the execution of this Agreement.

1.3 “Documentation” shall mean all documents, regardless of form, relating to the Services.

1.4 “Material” shall mean any and all information and materials, relating to a party’s business, given to the other party from time to time for review, data processing, or for any other reason, and all copies thereof regardless of form or storage medium, including, but not limited to, documentation, notes, formulae, components, drawings, data, flow-charts, plans, specifications, techniques, processes, algorithms, inventions, prototypes, protocols, patent portfolio, pre-clinical and clinical studies, contracts, marketing and other financial and business plans, business processes and methods of doing business and includes all confidential and proprietary information which is at any time so designated by either party, either in writing or orally.

2. SCHEDULES

2.1 The following Schedules are attached hereto and are hereby incorporated by reference and made part of this Agreement:

2.1.1 Schedule “A” – Services

2.1.2 Schedule “B” - Fees & Payment

2.1.3 Schedule “C”- Service Level Agreement

2.1.4 Schedule “D”- Other & Risk/Reward Program Attachment

3. SUBJECT/SCOPE OF AGREEMENT

3.1 [YOUR COMPANY NAME] will provide the services described in Schedule “A”, attached hereto (the “Services”), to the Client according to the terms and conditions of this Agreement. [YOUR COMPANY NAME] will use its best efforts, skill and ability in performing the Services under this Agreement.

4. RELATIONSHIP OF THE PARTIES

4.1 As [YOUR COMPANY NAME] is undertaking to perform Services for the Client, and is doing so as an independent contractor and not as an employee, agent, partner, or joint venturer of the Client, [YOUR COMPANY NAME]’s fees will be limited to those 8stated in Schedule “B” to this Agreement. [YOUR COMPANY NAME] will not participate in any of the Client’s employee benefit plans nor receive any other compensation beyond that stated in such Schedule “B”, a copy of which has been appended hereto and initialed by the parties for identification. [YOUR COMPANY NAME] will not have any power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client’s behalf or in the Client’s name, and [YOUR COMPANY NAME] will not represent to any person or entity that [YOUR COMPANY NAME] has such power or authority.

5. [YOUR COMPANY NAME]’S STATUS

5.1 [YOUR COMPANY NAME] is an independent contractor. The Client is not responsible for verifying the existence or sufficiency of the qualifications, authorizations, permits or licenses of [YOUR COMPANY NAME] and/or [YOUR COMPANY NAME]’s employees. [COMPANY NAME] represents and warrants that [YOUR COMPANY NAME] and any employees of [YOUR COMPANY NAME] are authorized to work and are not acting and will not act during the term of this Agreement in violation of any applicable laws and the regulations thereunder or any agreement it has entered into with a third party. The parties will indemnify each other against any and all claims, damages, losses and other liabilities including, but not limited to, fines, penalties and/or attorneys’ fees incurred by the parties and/or either party’s employees or agents are not authorized to perform all or part of the Services.

6. FEES AND EXPENSES

6.1 The fees and payment for [YOUR COMPANY NAME]’s Services shall be as specified in Schedule “B”, attached hereto.

6.2 The Client shall be responsible for all Computer costs and charges, including, without limitation, prepaid ticket charges, rush ticket deliveries, invoice/ticket reprints, penalties, waivers, cancellation charges, airline service fees, void processing fees and penalty fares incurred by it, as well as the cost of lost ticket applications, ticket copies and ticket usage verifications, unless same is incurred as a result of the negligence or misconduct of [YOUR COMPANY NAME].

6.3 The Client will pay interest on any overdue accounts at a rate of [PERCENTAGE %] per annum calculated monthly from the due date to the date of payment.

7. MATERIALS AND/OR SUPPLIES

7.1 Unless otherwise expressly specified in this Agreement, the Client shall supply, at the Client’s sole expense, all materials, supplies and other resources necessary to perform the Services.

7.2 In the event that any material, supply or other resource is supplied by the Client, and unless expressly specified in this Agreement, such material, supply or other resource must be promptly returned to the Client, upon request or upon expiry or termination of this Agreement for any reason. Such material, supply or other resource must be packaged appropriately to ensure its protection upon return to the Client and be returned in good working order and in an appropriate state of repair, taking into consideration normal wear and tear during the course of the performance of the Services. Should [YOUR COMPANY NAME] fail to fulfill its obligations under this Subsection 7.2, [YOUR COMPANY NAME] shall be liable for the cost of replacement of such material, supply or other resource in the condition such equipment, tool, material, supply or other resource would have been had these obligations been fulfilled.

8. TERM

8.1 This Agreement will come into force as of the Effective Date and will expire on [DATE] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement subject to earlier termination according to Section 9, hereof.

8.2 At the end of the Initial Term, this Agreement will be automatically renewed for successive [NUMBER] year terms (a “Renewal Term”) unless either Party provides written notice to the other Party of its desire to terminate this Agreement in accordance herewith.

9. TERMINATION

9.1 The Client shall have the right to terminate or cancel all or part of the Services contemplated by this Agreement or any request for Services on any specific task at any time by giving [YOUR COMPANY NAME] [NUMBER] days prior written notice of its intent to so terminate or cancel. If the Client desires to cancel or terminate any or all of [YOUR COMPANY NAME]’s activities, [YOUR COMPANY NAME] will assemble and turn over forthwith in an orderly fashion to authorized representatives of the Client the Material, Documentation, including drafts of all write-ups, notes, and other information, materials and deliverables related to the Services.

If the Client terminates this Agreement before the end of the Initial Term, or the Renewal Term, as the case may be, it shall pay [YOUR COMPANY NAME] only for Services satisfactorily performed and not previously paid, and any justified irrevocably obligated reasonable expenses for non-cancellable commitments, up to the effective date of termination.

9.2 In the event that [YOUR COMPANY NAME] or any of its employees, agents or sub-contractors violates any of the terms of this Agreement, including the Schedules or Attachments thereto, or if [YOUR COMPANY NAME]’s employees or agents fail to perform the Services to the Client’s satisfaction, the Client shall have the right to provide notice to [YOUR COMPANY NAME] that it is terminating this Agreement forthwith with no further obligation or liability other than for payment of any Services that have, to that date, been performed by [YOUR COMPANY NAME] to the reasonable satisfaction of the Clients.

9.3 The Client shall incur no liability, under this Agreement or otherwise for Services not satisfactorily performed and may request the immediate replacement of any of [YOUR COMPANY NAME]’s personnel.

9.4 If the Client finds [YOUR COMPANY NAME] to be uncompetitive according to general industry standards, the Client may give [YOUR COMPANY NAME] written notice thereof. If [YOUR COMPANY NAME] has not remedied the deficiency within [NUMBER] days of receipt of the notice, the Client may terminate this Agreement immediately on giving written notice to [YOUR COMPANY NAME].

9.5 If [YOUR COMPANY NAME] is in material default of its obligations hereunder, the Client may terminate this Agreement if, [NUMBER] days after giving written notice of the default to [YOUR COMPANY NAME], the default has not been remedied or reasonable efforts have not been undertaken to remedy it.

9.6 If the performance of this Agreement or any obligation hereunder, except the payment of monies, is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected Party, the affected Party shall, upon immediate notice to the other Party, be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected shall use its best efforts to resume performance hereunder with the utmost dispatch whenever such causes are removed. If such performance cannot be resumed within [NUMBER] days after the date of notice by the affected Party, then the Client shall have the right to provide notice to [YOUR COMPANY NAME] that it is terminating this Agreement forthwith with no further obligation or liability other than for payment of any Services that have, to that date, been performed by [YOUR COMPANY NAME] to the reasonable satisfaction of the Client.

9.7 If either Party becomes bankrupt or insolvent or if a petition or other proceeding is filed by or against a Party for re-organization, arrangement or relief under any law relating to bankruptcy or insolvency, or if a receiver is appointed in respect of a Party’s property and assets or a substantial part thereof, or if a Party makes an assignment for the benefit of creditors or if proceedings are instituted for the liquidation or winding-up of the business or assets of a Party, then such acts shall be considered a default under this Agreement. In such event, the non-defaulting Party may, at its option, terminate this Agreement upon providing notice in writing to the other Party hereto. This agreement, once such notice is given, shall be terminated forthwith with no further obligation or liability other than for payment of any Services that have, to that date, been performed by [YOUR COMPANY NAME] to the reasonable satisfaction of the Client.

10. DUTIES AND OBLIGATIONS OF [YOUR COMPANY NAME]

10.1 [YOUR COMPANY NAME] shall:

10.1.1 use its best efforts to make available to the Client the lowest fares available for all arrangements requested by the Client employees and comply with the Client’s Computer policies in effect from time to time;

10.1.2 use its best efforts to ensure that third party providers of airline, hotel or vehicle services or other third party goods or services suppliers, selected or used by the Client in the provision of Services to the Client hereunder, are solvent and provide high quality services; and

10.1.3 monitor compliance & report supplier compliance with the Client’s Computer policies as communicated to [YOUR COMPANY NAME] from time to time.

11. DUTIES AND OBLIGATIONS OF THE CLIENT

11.1 The Client shall:

11.1.1 designate [YOUR COMPANY NAME] as the Clients exclusive supplier of Services, in all relevant internal communications;

11.1.2 not use the corporate Computer services of any other provider, unless [YOUR COMPANY NAME] is unable or unwilling to provide the Services to the Client at or below competitive rates;

11.1.3 instruct all of its employees to use [YOUR COMPANY NAME] for individual/transient business Computer, unless [YOUR COMPANY NAME] is unable or unwilling to provide the Services at or below competitive rates;

11.1.4 maintain and communicate a written Computer policy to be used by (i) all [YOUR COMPANY NAME] employees when making Computer arrangements; and (ii) all [YOUR COMPANY NAME] personnel when booking Computer arrangements for the Clients employees;

11.1.5 designate a major credit card, to which [YOUR COMPANY NAME] shall charge all airline, hotel and car rental reservations & service fees in respect of authorized Computer by the Clients employees;

11.1.6 consider efficient technologies made available by or through [YOUR COMPANY NAME], which may involve additional costs; and

12. CONFIDENTIALITY

12.1 The following constitutes the applicable Party’s “Confidential Information”: this Agreement together with the Schedules attached hereto; any computer software or other technical information, technology, research, design, idea, process, procedure, or improvement, or any portion or phase thereof; information relating to any of the other Party’s current or proposed products, services, methods, businesses or business plans, marketing, pricing, distribution and other business strategies; lists of, or any other information relating to, any of the other Party’s customers, suppliers, dealers, agents or employees and such Party’s relationship therewith; the Material and Documentation and any financial information relating to any of the foregoing.

All disclosures of Confidential Information by one Party to the other are made solely on a confidential basis and as trade secrets. Accordingly, each Party shall maintain the confidentiality of all Confidential Information during the Initial Term and any Renewal Term and at all times thereafter, irrespective of the manner or method in which it is terminated.

12.2 Each Party shall:

12.2.1 not disclose any Confidential Information to any person except to its employees or authorized agents who have a "need to know" to enable the Party to fulfill its obligations hereunder, except with the other Party’s specific prior written authorization;

12.2.2 advise each such employee or agent before he or she receives direct or indirect access to such Confidential Information of the obligations of the Party under this Agreement, and ensure that each such person to whom Confidential Information is thus disclosed enters or has entered or is otherwise bound by a written confidentiality agreement which extends the Party’s obligations hereunder to such person;

12.2.3 take strict precautions, at a minimum those as the Party affords its own most secret or highly confidential information, to safeguard and protect from direct or indirect disclosure to any other person all Confidential Information disclosed to it by the other Party, or otherwise received by it; and

12.2.4 immediately return to the other Party or, upon the other Party’s written request destroy, all tangible materials concerning Confidential Information, including, but not limited, to memoranda, notes, reports, agreements, documents, drawings, hardware, disks and tapes, as well as all copies or extracts thereof, whether such material was made or compiled by the receiving Party or furnished by the disclosing Party.

12.3 The foregoing obligations shall not apply to Confidential Information: (a) that becomes publicly known through no act of the receiving Party contrary to this Agreement; (b) that is received in good faith by a Party from a third party having legitimate possession of the information disclosed and the right to make such disclosure; (c) that was in the receiving Party’s legitimate possession prior to disclosure hereunder; (d) that is approved for disclosure by express written approval of the disclosing Party; or (e) that is disclosed pursuant to a legal requirement.

12.4 Neither Party shall disclose the existence or the contents of this Agreement to any third party or use it for publicity purposes without the prior written consent of the other, unless such disclosure is required by law. [YOUR COMPANY NAME] has the Client’s consent to use its name in serial listings of [YOUR COMPANY NAME]’s Clients. Specific written authorization must be obtained from the Client to use its name for any other purpose.

12.5 The parties acknowledge that certain personal information of the Client’s employees (and any other persons associated with the Client who will be Computerling pursuant to the Services being provided herein) will be collected, held and used by [YOUR COMPANY NAME] for the purposes of providing the Services. The Client confirms that it has obtained or will obtain the consent of such employees and persons for the collection, holding and use of such personal information by [YOUR COMPANY NAME] for the purpose of enabling [YOUR COMPANY NAME] to provide the Services. [YOUR COMPANY NAME] shall take all appropriate technical and organizational measures to prevent unauthorized or unlawful processing, unwarranted disclosure, or accidental loss, destruction of, or damage to, such personal information.

13. LIMITATION OF LIABILITY

13.1 [YOUR COMPANY NAME], in providing Services pursuant to this Agreement, shall not be responsible or liable for any acts, errors, omissions, delays, missed connections, accidents, losses, injuries, deaths, property damage, or any indirect or consequential damages resulting therefrom, which may be the result of action, inaction, default or insolvency of any airline, hotel, car supplier, other third party goods or service suppliers except in the case of negligence or misconduct by [YOUR COMPANY NAME]. [YOUR COMPANY NAME] does not give any representation or warranty with respect to any aspect of any third party supplier’s services. In the event of a supplier’s default with respect to all or any part of such supplier’s services, The Client’s sole recourse shall be with the supplier, and shall be subject to said supplier’s own terms and conditions.

13.2 In no event and under no circumstances shall either Party be liable for any indirect, incidental, consequential or special damages, including, without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this Agreement, whether arising out of breach of warranty, breach of condition, breach of contract, tort, civil liability or otherwise.

13.3 In all events, [YOUR COMPANY NAME]’s absolute liability under, or in any way related to this Agreement, whether arising out of breach of warranty, breach of condition, breach of contract, tort or otherwise, shall be limited to the dollar value of the fees earned by [YOUR COMPANY NAME] under this Agreement, as provided in Schedule B, attached hereto.

13.4 [YOUR COMPANY NAME]’s liability for negligence, breach of this Agreement or any other claim in damages and losses shall not exceed the total amount owed to the Client by [YOUR COMPANY NAME] under this Agreement at the time of the breach.

14. REPRESENTATIONS AND WARRANTIES

14.1 Each party hereby represents and warrants to that:

14.1.1 Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder;

14.1.2 the execution of this Agreement by [YOUR COMPANY NAME] and the performance of its obligations hereunder will not constitute a violation or breach of any obligation of any agreement between [YOUR COMPANY NAME] and any third party or a violation of [YOUR COMPANY NAME]’s legal obligations; and

14.1.3 [YOUR COMPANY NAME] holds sufficient rights to use all materials, supplies or resources used in the performance of the Services under this Agreement, free and clear of any encumbrances.

15. INSURANCE AND INDEMNIFICATION

15.1 During the term of this Agreement, [YOUR COMPANY NAME] shall procure and maintain comprehensive general liability insurance, which shall include blanket broad form contractual liability coverage, with limits of not less than [AMOUNT IN LETTERS] ([AMOUNT]) per occurrence for bodily injury and property damage, combined single limit. [YOUR COMPANY NAME] shall also procure and maintain worker’s compensation insurance in accordance with relevant provincial/state statutory limits, employer’s liability insurance with a limit of not less than [AMOUNT IN LETTERS] ([AMOUNT]) per occurrence,

automobile liability insurance covering all owned, hired and non-owned automobile equipment with limits of not less than [AMOUNT IN LETTERS] ([AMOUNT]) per occurrence for bodily injury and property damage, combined single limit, professional liability insurance (errors & omissions) with a limit of not less than [AMOUNT IN LETTERS] ([AMOUNT]) annual aggregate and excess liability

15.2 or umbrella insurance with a limit of not less than [AMOUNT IN LETTERS] ([AMOUNT]) annual aggregate. [YOUR COMPANY NAME] shall, at the Client’s request, provide [COMPANY NAME] with certificate(s) of insurance evidencing any such coverage described in this Subsection. The Client shall require all of [YOUR COMPANY NAME]’s subcontractors retained in connection with this Agreement, if any, to provide the aforementioned coverage as well as any other coverage the Client may consider necessary.

15.3 The Client will indemnify, defend and hold harmless [YOUR COMPANY NAME] and its affiliates, and their employees, directors, officers, agents and contractors, against and from any losses, claims, proceedings or investigations arising out of or in connection with a breach of this Agreement by [YOUR COMPANY NAME], including, without limitation, attorney fees, amounts paid in settlement of claims, proceedings or investigations, except to the extent that such claim is due to the negligence or willful misconduct of [YOUR COMPANY NAME].

15.4 [YOUR COMPANY NAME] shall be solely responsible for any personal injury or property damage or loss suffered by it or its employees or agents in the course of carrying out any duties under this Agreement. The Client shall not obtain any workers’ compensation or insurance concerning [YOUR COMPANY NAME] or any of its employees or Associated Staff. [YOUR COMPANY NAME] shall comply with workers’ compensation laws and where applicable shall provide the Client with a certificate of workers’ compensation insurance.

15.5 Without restricting the generality of anything contained herein, [YOUR COMPANY NAME] warrants that its Associated Staff and those of its sub-contractors and any other parties over which it may exercise control, will, in the performance of the Services described herein, strictly adhere to all applicable federal, provincial, municipal and local law and regulations including, but not necessarily limited to, those pertaining to the environment and health and safety as well as to [YOUR COMPANY NAME]’s internal rules and policies. In the event of any breach of this warranty, the Client will indemnify, defend and hold harmless [YOUR COMPANY NAME] and its affiliates, and their employees, directors, officers, agents and contractors, from any claims, losses, damages, awards, judgments or prejudices (including attorney fees), which may be sustained as a result of any such breach.

16. VERIFICATION

16.1 In order to verify [YOUR COMPANY NAME]’s compliance with its obligations hereunder, at any time or from time to time during [YOUR COMPANY NAME]’s performance of Services, the Client or a representative designated by it and reasonably acceptable to [YOUR COMPANY NAME], or regulatory agents, may, upon reasonable notice, inspect and test the manner in which the Services are being performed. Such rights of inspection shall include visiting sites at which [YOUR COMPANY NAME] performs the Services, auditing selected records and databases containing data of the Client, observing the performance of the Services or selected components thereof, and interviewing [YOUR COMPANY NAME] personnel familiar with, or responsible for, performing the Services. [YOUR COMPANY NAME] shall cooperate with the Client personnel or representatives in such inspections, and shall ensure that appropriate staff, computing and other resources are available as required in the course of such inspections.

17. NOTICE

17.1 Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [NUMBER] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [NUMBER] days after normal service resumes.

17.2 Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.

17.3 Addressing and delivery is to be made as follows:

17.3.1 If to: [YOUR COMPANY NAME]:

[YOUR COMPANY NAME]

[YOUR COMPLETE ADDRESS]

Attention: [INDIVIDUAL NAME]

[TITLE]

Fax: [YOUR FAX NUMBER]

17.3.2 If to : the Client

[COMPANY NAME]

[FULL ADDRESS]

Attention: [INDIVIDUAL NAME]

[TITLE] AND [TITLE]

Fax: [FAX NUMBER]

as the case may be.

17.4 The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address under Subsection 17.3. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address of Subsection 17.3, in this Agreement.

18. REMEDIES

18.1 [YOUR COMPANY NAME] acknowledges that any violation of the terms of this Agreement would result in damages to [YOUR COMPANY NAME] which could not be adequately compensated by monetary award alone. In the event of any violation by [YOUR COMPANY NAME] of the terms of this Agreement, including, without limitation, of the Client’s proprietary rights and ownership, and confidentiality provisions, and in addition to all other remedies available at law and at equity, the Client shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for relief, waiver, restraining order, injunction, decree or other remedy as may be appropriate to ensure compliance of [YOUR COMPANY NAME] with the terms of this Agreement.

19. GENERAL PROVISIONS

19.1 Entire Agreement & Amendments

This Agreement together with the Schedules hereto constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

19.2 Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other Party, which consent may be withheld at the other Party’s discretion.

19.3 Incorporated by Reference

The Preamble and all Attachments, Schedules and Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

19.4 Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of the [State/Province] of [STATE/PROVINCE], without reference to its conflict of law provisions, and the laws of [COUNTRY] applicable therein. All disputes arising under this Agreement will be referred to the courts of the [State/Province] of [STATE/PROVINCE] which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

19.5 Currency

All references to monetary amounts in this Agreement shall be to [COUNTRY] currency.

19.6 Non-solicitation

Unless given prior written consent by the parties, which consent may require a payment to the party, each Party agrees that it will not, during the Initial Term, knowingly solicit or hire any employee of the other Party who is directly involved in providing the Services herein.

19.7 Survival

Sections 9, 12, 13, 14, 15, 17 and 18 and Subsections 19.6 and 19.7 and will survive the expiration or termination of this Agreement.

19.8 Absence of presumption

No presumption shall operate in favor of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Agreement.

19.9 Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

19.10 Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement. For the purposes of this Agreement a “day” means any day other than a Saturday, Sunday or other day on which [YOUR COMPANY NAME] is not open for business during its regular business hours at its head office in [STATE/PROVINCE].

19.11 Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any Party or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances shall not be affected thereby and shall be separately valid and enforceable to the fullest extent permitted by law.

19.12 Force Majeure

In the event that any Party hereto is delayed or hindered in the performance of any act required herein by reason of strike, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reasons of a like nature not the fault of such Party, then performance of such act shall be excused for the period of the delay and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, up to a maximum of [NUMBER IN LETTERS] ([NUMBER]) months. The provisions of this Force Majeure clause shall not operate to excuse any Party from the payment of any fee or other payment when due.

19.13 Waiver

No waiver by either Party of any obligation, restriction or remedy under this Agreement shall be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any Party to exercise any right under this Agreement or to insist upon full compliance by the other Party with its obligations hereunder, shall constitute a waiver of any other provision of this Agreement or any further or subsequent non-compliance with the same or any other provision.

19.14 Further Assurances

Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

19.15 Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

19.16 Time of the Essence

Subject to section 19.13 hereof, time shall be of the essence of this Agreement and of each and every part hereof.

19.17 Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

FIRST PARTY SECOND PARTY

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

SCHEDULE A

SERVICES

SERVICES

[YOUR COMPANY NAME] RESPONSIBILITIES

Services will include:

• Issuance and delivery of all Computer tickets and itineraries on a timely basis;

• Providing on each itinerary a comprehensive outline of all airline, hotel and car rental reservations and relevant information pertaining to specific destinations including cancellation policies, emergency service telephone numbers, etc;

• Cancelling, changing or rescheduling reservations;

• Reserving, when requested by the Client, particular hotels in accordance with the Client’s program and obtaining [YOUR COMPANY NAME]’s negotiated commercial rate or the lowest rate available for such hotels;

• Investigating or responding to queries initiated by the Computerer relative to their Computer arrangements, fares and itinerary;

• Supporting the Client’s Computer policies as provided to [YOUR COMPANY NAME] with respect to class of service, supplier programs, etc; and

• Conducting quarterly business reviews.

“Services” also includes a standard allocation of the following specialty services:

• International Desk;

• Executive Desk;

• emergency service;

• Quality Assurance;

• FareLink Automated Fare checking programmed;

• Customer Query Services; and

• [YOUR COMPANY NAME] Service Plus – extended hours service.

Other ad hoc services are available to the Client subject to applicable service fees, such as, but not limited to, theatre tickets, dinner reservations, frequent flyer reservations, baggage claim and internet site search.

Standard Corporate Consulting Services (based on financial program Schedule B) include:

• [YOUR COMPANY NAME] Hotel Programmer;

• [YOUR COMPANY NAME] Car Programmer, standard Limousine applies;

• Annual business reviews/action plans/cost savings performance/measurement of preferred supplier programs/education;

• Management Information Reports (standard package);

• Industry Information/industry updates;

• Annual survey;

• Annual Financial review; and

• Annual business plan for Computer management program development including: Supplier management, Spend management, Compliance management, Process management, Knowledge management, Global Management & Service management.

A total of [NUMBER] hours of Consulting Services is allocated to the Client per year. Consulting Services beyond the scope indicated above are available at an hourly rate of [AMOUNT] upon signed approval (additional resources to be negotiated). Unless otherwise negotiated, project rates are at [YOUR COMPANY NAME]’s standard rates for similar projects.

SCHEDULE B

FEES & PAYMENT

Based on the Client’s estimated mix of business and estimated annual net airline expenditure of approximately [AMOUNT] with an average ticket price of [AMOUNT] and, [YOUR COMPANY NAME] will provide the following fee-based program for corporate Computer services provided by [YOUR COMPANY NAME].

Estimated Commission Revenue

Airline [AMOUNT]

Hotel [AMOUNT ]

Car [AMOUNT]

Total Commission Revenue [AMOUNT]

Minus:

[YOUR COMPANY NAME] Transaction fee: = [AMOUNT] / transaction Nb. of transactions [AMOUNT]

Notes:

1. This program requires that all airline, hotel and car rental reservations be processed by [YOUR COMPANY NAME] and are paid using an approved credit card.

2. This program is based on projected volumes and Computer data provided by the Client and is based on existing average airline ticket prices, class of service, current Computer industry wide commission program and existing supplier deals, if any. The following will have a direct impact on this financial program and [YOUR COMPANY NAME] reserves the right to make adjustments, provided the Client agrees in writing to such adjustments:

(a) if volume and Computer pattern assumptions prove inaccurate;

(b) actual average ticket price varies from estimate [PERCENTAGE %];

(c) industry commission structures are changed so as to reduce [YOUR COMPANY NAME]’s commission earned;

(d) existence of any negotiated supplier (air, hotel, car etc.) deals not communicated at the time of contract or not included in assumptions.

3. [YOUR COMPANY NAME] guarantees to offer the lowest applicable airfare, hotel and car rental rates or pay the difference to the higher fare paid.

4. This program is based on [YOUR COMPANY NAME] being the Client’s exclusive Computer supplier for all corporate Computer services.

5. Groups, meetings and incentives activity will be excluded from the above financial review. Fees associated with such activity will be determined on a case-by-case basis.

SCHEDULE C

SERVICE LEVEL AGREEMENT

(a) Transaction Fees:

Transaction fee in the amount of [AMOUNT] will be levied and processed via the form of payment used at the time of the transaction.

(b) Reimbursable Transaction Fees:

The excess of transaction fees collected on the tickets issued less any outstanding monies owed by the Client to [YOUR COMPANY NAME] will be returned to the Client.

(c) Base Airline Commissions:

Base commissions earned by [YOUR COMPANY NAME] are standardized by the carriers across the industry and will be calculated and returned under this agreement.

(d) Override Airline Commissions:

Override commissions are earned on aggregate volumes on [YOUR COMPANY NAME]’s preferred carriers. Therefore, those volumes directly increasing [YOUR COMPANY NAME]’s standard measurement with respect to both volume and/or market share targets under [YOUR COMPANY NAME]’s confidential agreements with preferred carriers will be deemed to be contributing to [YOUR COMPANY NAME]’s override commissions and these commissions calculated in such a manner will be returned under this agreement.

(e) Hotel & Car Commissions:

Hotel commissions are earned and paid at the industry standard rate, currently [PERCENTAGE %] of actual volume booked via the Client. The determination of commissionable volume takes into account the number of room nights booked, the average cost per night, deduction of any net programs in place and collectibility of [PERCENTAGE %]. Collectibility takes into account issues such as bad debts, multiple bookings, no shows and cancellations.

Car commissions are similar to hotel commissions noted above except that the standard commission rates paid by each of the top chains vary between [PERCENTAGE %] to [PERCENTAGE %] The determination of commissionable volume takes into account the number of car days booked, the average cost per day, deduction of any net programs in place and collectibility of [PERCENTAGE %].

[YOUR COMPANY NAME] is transitioning to include hotel and car commission pay-out based on actual commissions collected for the [YOUR COMPANY NAME]’s volume per third party collection agencies reporting.

SCHEDULE D

OTHER RISK/REWARD PROGRAM

1. Guaranteed Savings

Consolidated savings (based on volume of [AMOUNT]) – air / hotel / car / technology =

[AMOUNT].

2. Signing Bonus

Based on [COMPANY NAME] annual airline volume projected at [AMOUNT, [YOUR COMPANY NAME] will offer a signing bonus of [AMOUNT] for a [NUMBER]-year contract.

3. Call Centre

The Client agrees to be serviced by the [YOUR COMPANY NAME] call centre in [SPECIFY]. If [YOUR COMPANY NAME] wishes to move the call centre to another location, the Client has the right to re-evaluate its transaction fee.