



SERVICES AGREEMENT

Direct Sales Program

THIS SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 200__ (the "Effective Date") by and between Advanced Reservation Systems, Inc., a California corporation ("ARES"), and the entity named below ("Provider") (each a "Party", and together the "Parties"), with reference to the following facts, and consists of this Agreement together with the following attachments which are hereby incorporated into this Agreement and made a part hereof by reference:

- Exhibit A:** Contact Information Sheet
- Exhibit B:** Product Description/Transaction Terms Sheet
- Exhibit C:** Ticket Rate/Pricing Sheet
- Exhibit D:** Standard Terms and Conditions of Service

RECITALS

A. ARES has developed a proprietary booking engine for use in connection with on-line reservation and ticketing services (the "ARES Services").

B. As part of its direct sales program, ARES offers such services on web sites linked to Provider's own web site and branded under Provider's own marks, logos and content, but which are owned, created, maintained and hosted by ARES (as further defined herein, the "Provider Branded Site(s)").

C. Provider desires to contract with ARES for use of the ARES Services on the Provider Branded Site(s), and ARES desires to provide such services, as set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Direct Sales Program Agreement. Provider hereby grants ARES the right to display, offer, sell and distribute its Product on the Provider Branded Site(s) on the pricing, payment and additional terms and conditions set forth in this Agreement, and ARES agrees to support the same by effecting such sales through its proprietary on-line booking engine and additional services, as set forth herein. The initial term of this Agreement shall commence on the Effective Date and continue until _____, 200__ (the "Initial Term").

2. COMPLETE Provider Information. Please provide the Name, Type of Entity and State/Country of Formation, as set forth below:

Provider Name:
Type of Entity:
State/Country of Formation:

3. COMPLETE Contact Information Sheet. Please complete the Contact Information Sheet set forth on Exhibit A.

4. COMPLETE Product Description/Transaction Terms Sheet. Please complete the Product Description/Transaction Terms Sheet set forth on Exhibit B.

5. COMPLETE Ticket Rate/Pricing Sheet. Please complete the Ticket Rate/Pricing Sheet set forth on Exhibit C.

6. SIGN & FAX entire contract, including this signature page, to: 1-858-430-4875. By signing below, the parties hereby agree to all of the terms and conditions of this Agreement, including the Standard Terms and Conditions of Service as set forth on Exhibit D.

PROVIDER: _____	ADVANCED RESERVATION SYSTEMS, INC.:
By/Sign: _____	By/Sign: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

CONTACT INFORMATION SHEET

Provider Name: _____

Address: _____

City, State, Zip: _____

Main Phone #: _____

Main Fax #: _____

Accounting/Billing

Contact Name: _____

Title: _____

Phone #: _____

Fax#: _____

Email: _____

Sales

Contact Name: _____

Title: _____

Phone #: _____

Fax#: _____

Email: _____

Reservations

Contact Name: _____

Title: _____

Phone #: _____

Fax#: _____

Email: _____

Booking and Reservation Info

Preferred Method for Receiving Reservations (Fax **or** Email)? _____

Reservations Fax #: _____ Reservations Email: _____

EXHIBIT B

PRODUCT DESCRIPTION/TRANSACTION TERMS SHEET

PRODUCT: (insert description of product to be provided):

PRICING (Direct Sales Program):

Provider agrees to provide ARES with wholesale rates that represent a discount off of Provider's standard rates/ticket prices, as set forth on Exhibit C. Children _____ years and under will not be charged; other child rates may apply as set forth on Exhibit C.

RESERVATIONS:

ARES will send reservations to Provider automatically via fax or email.

VOUCHERS (or insert terms for electronic ticketing, if applicable):

Provider shall accept Vouchers as a valid booking. Provider's guests must present a Voucher to Provider in order to redeem service.

CANCELLATIONS:

Cancellations must be made through ARES and will be sent to Provider.

PAYMENTS:

Provider shall invoice ARES on a monthly basis for products consumed during the prior month. All invoices must be accompanied by redeemed Vouchers related to the invoice. Invoices will be paid on a net thirty (30) days' basis from the date of receipt.

ARES BILLING:

Address: ATTN. Accounts Payable
3750 Convoy St. Suite 312
San Diego, CA 92111
Phone: 858-300-8620
Fax: 858-300-0561
Email: Keith.Bockmier@ARESDirect.com

EXHIBIT D

STANDARD TERMS & CONDITIONS OF SERVICE

1. Sale of Product; Availability. Provider shall make the Product available to ARES for sale and distribution on the Provider Branded Site(s) at all times that Product is made available to any ARES Competitor. Once Product is made available to ARES, it shall be deemed to be available to ARES for booking until termination of this Agreement in accordance with the terms hereof. ARES shall provide booking details to Provider via XML feed, email, fax or any other reasonable method, as more particularly described on Exhibit B. Provider acknowledges that the Agreement is not exclusive and that either Party may engage in similar transactions with others.

2. Pricing. The retail/wholesale and additional pricing terms provided to ARES for the Product by Provider are as set forth on Exhibit C. Provider hereby agrees that, in consideration for the services to be provided by ARES to Provider hereunder (including any call center or fulfillment support services that may be provided by ARES in its sole discretion), ARES shall be paid and entitled to retain the difference between (a) the gross sales revenue generated by retail Voucher sales to Customers for Product purchased through the ARES proprietary booking engine, and (b) the wholesale price(s), as set forth on Exhibit C, of all such Vouchers redeemed by Customers for Product. The Parties acknowledge and agree, however, that retail prices listed on Exhibit C are for informational purposes only, and ARES reserves the right to make retail Product sales at prices different than the retail prices set forth on Exhibit C. ARES may also charge customers an additional processing or convenience fee associated with effecting their purchase through ARES, as ARES may determine in its sole discretion. Provider agrees to provide ARES with Product pricing that is, at all times during the Term, less than or equal to the lowest pricing provided to any ARES Competitor. Provider shall use commercially reasonable efforts not to disclose ARES's pricing to the Customer.

3. Voucher Program. Provider authorizes ARES to offer and sell to Customers Vouchers for Product that shall be honored by Provider pursuant to the terms of this Agreement. Customers booking Product shall be required to submit Vouchers, together with a valid ID, to Provider in order to redeem Vouchers for Product. Provider agrees to honor the Vouchers without prior notification. Provider agrees to either exchange such Vouchers for its proprietary tickets or accept Vouchers directly in lieu of its proprietary tickets. After the Product has been consumed by the Customer, Provider shall submit the original Vouchers to ARES for reimbursement, along with any other supporting documentation as may be reasonably requested by ARES. As agreed to by the Parties, certain Vouchers may state that prior to their redemption, Provider must be called to confirm the reservation and/or schedule the provision of the

Product, and the Customer must follow such other redemption instructions in order to redeem the Voucher as may be set forth on Exhibit B or as may be reasonably otherwise agreed to in writing by the Parties. Provider agrees to provide ARES with a list and to continually update such list of each Product that requires notification and/or such other redemption instructions prior to redemption.

4. Payments. Provider shall invoice ARES on a monthly basis, in an electronic format if available, in an amount equal to the aggregate sum of (a) all Vouchers redeemed for Product consumed during the month prior to invoice, multiplied by (b) the respective wholesale price of each such Voucher, as set forth on Exhibit C (collectively, the "Invoice Amount"). The Invoice Amount shall include any and all sales, use, excise, lodging, rental or similar taxes or governmental fees ("Taxes") imposed by any federal, state or local taxation jurisdictions or authorities on the Product purchased hereunder or redemption or provision of Provider's Product or services. Invoice/payment terms are net thirty (30) days from receipt of invoice. Duplicate Vouchers for the same booking shall not be accepted for payment. If Provider fails to invoice ARES within one (1) year after Product is consumed, Provider shall be deemed to have waived any right to payment and any later invoice or Voucher relating to such Product shall be null and void. In no event shall ARES be responsible for the payment, collection or billing of any incidentals, gratuities or additional charges incurred by Customers. ARES intends to migrate in the future to a credit card billing system, which Provider agrees to migrate to if it is commercially reasonable for Provider to do so. Each Party shall keep accurate and current records of its performance hereunder, on its extranet, if available, and shall provide all sales reports reasonably requested by the other Party from time to time.

5. Cancellations; No Shows. Provider may only accept cancellations by Customers through ARES, not directly from the Customer. Unless cancelled through ARES, all Product booked hereunder shall remain available to the Customer in accordance with Provider's cancellation/no show policies as described on Exhibit B, or if not so described, in accordance with Provider's standard cancellation/no show policies; provided that, in any event, Provider shall not impose more restrictive policies on Customers than those imposed upon the customers of any ARES Competitor. Provider shall use commercially reasonable efforts to accommodate guests arriving after any cut off time.

6. Representations, Warranties and Covenants. Each Party represents and warrants to the other that it has the corporate or other legal right, power and authority to enter into this Agreement and to perform all of the obligations to be performed by it hereunder, and that

this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms (subject to laws of general application relating to bankruptcy, insolvency and relief of debtors, or by principles governing the applicability of equitable remedies). In addition, Provider represents, warrants and covenants to ARES that now and at all times during the Term (a) it shall provide the Product in a timely and professional manner consistent with industry standards, (b) it shall make available customer support representative(s) adequately trained to troubleshoot ARES-related Customer inquiries and requests for support in a prompt, courteous, and professional manner, and in any event with a level of responsiveness at least equal to that provided to Provider's own customers, which representative(s) shall be available, except as otherwise provided on Exhibit B, on a 24 hours a day, seven days a week basis via a toll free telephone number, (c) it is and shall be in compliance with all laws and regulations applicable to it and the Product, including applicable licensing, registration, insurance and bonding requirements, (d) it has and shall maintain liability insurance coverage from a reputable insurance carrier, with a minimum coverage equal to the greater of (i) US\$1,000,000, or (ii) an amount consistent with industry standards for similarly situated companies as Provider.

7. Term/Termination. After the Initial Term, this Agreement shall automatically renew for successive ninety (90)-day periods unless and until either Provider or ARES notifies the other in writing of its desire not to renew the Agreement not less than ten (10) days prior to the end of the Initial Term or the then-current renewal term. The Initial Term and any such renewal terms shall be referred to herein as the "Term". Either Party may terminate the Agreement in the event of a material breach of this Agreement by the other Party if such breach is not cured within thirty (30) days from the defaulting Party's receipt of written notice of such breach, describing such breach in reasonable detail.

8. Taxes. Provider shall be solely responsible for, and Provider agrees to remit, as required by applicable law, any and all Taxes due to any applicable federal, state or local taxation jurisdictions or authorities arising from or relating to the purchase of Product hereunder or redemption or provision of Provider's Product or services, and provider agrees to defend, indemnify and hold ARES and each Indemnified Party harmless from and against any and all Losses relating to the foregoing. Provider will reasonably and in good faith cooperate with ARES in the administration of Provider's tax collection and remittance responsibilities.

9. Limited License. Provider agrees to provide or make available to ARES, in electronic format, those of Provider's trademarks, trade names, service marks and logos ("Licensed Marks") pictures, photographs, icons and descriptions (or any portion thereof) of Provider or the Product ("Licensed Content") that are reasonably required by ARES to perform under this

Agreement. Subject to the terms and conditions of this Agreement, Provider hereby grants to ARES a worldwide, non-exclusive, royalty free right and license during the Term to use, reproduce, distribute and display in any format on the Provider Branded Site(s) and in related promotional materials (a) the Licensed Marks and (b) the Licensed Content. Except for the Licensed Marks and Licensed Content, the ownership of which is and shall remain with Provider exclusively, ARES is and shall remain the sole and exclusive owner of the Provider Branded Site(s). ARES agrees not to use the Licensed Marks or Licensed Content in any manner that is disparaging or that otherwise could reasonably be expected to have a material adverse impact on the goodwill associated with the Licensed Marks, diminish their value, or the corporate image, business or reputation of Provider. Provider agrees to maintain during the Term the requisite graphic and textual hyperlink(s), as made available by ARES, on Provider's web site(s) in order to allow end users to link to and use the Provider Branded Site(s), and Provider hereby grants ARES a worldwide, non-exclusive, royalty free right and license during the Term to link to, access and use Provider's web site(s) in support of the same and the services to be provided hereunder. Provider hereby represents and warrants to ARES that Provider has the right to grant the foregoing licenses to ARES as provided above, and that the use by ARES of the Licensed Content and Licensed Marks in accordance with the terms and conditions hereof do not and will not infringe the rights of any third party.

10. Confidential Information. A Party's "Confidential Information" means any and all information and material disclosed by the disclosing Party to the receiving Party (whether in writing, verbally, electronically or in any other form) that is marked or identified as (or provided under circumstances reasonably indicating that it is) confidential or proprietary, which in the case of ARES includes, without limitation, the personally identifiable information of any Customer booking Product under this Agreement. Each Party shall hold the other Party's Confidential Information in strictest confidence and shall not disclose such Confidential Information to third parties nor use the other Party's Confidential Information for any purpose, other than as required to perform under this Agreement, without the prior written consent of the other Party. Such restrictions shall not apply to otherwise Confidential Information (i) that is already known by the receiving Party, (ii) that becomes, through no act or fault of the receiving Party, publicly known, (iii) that is received by receiving Party from a third party without a restriction on disclosure or use, or (iv) that is independently developed by the receiving Party without reference to the Confidential Information.

11. Exclusion of Warranties / Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT,

WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES REGARDING TITLE, UN-INTERRUPTED SERVICE, OR ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH BELOW, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF THE OTHER PARTY HAS ADVISED THAT SUCH DAMAGES ARE POSSIBLE, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES, DIRECT OR OTHERWISE, IN EXCESS OF THE NET AMOUNTS RECEIVED BY ARES IN EXCHANGE FOR ITS SERVICES HEREUNDER. NEITHER PARTY SHALL BE DEEMED IN DEFAULT OR OTHERWISE LIABLE HEREUNDER DUE TO ANY FAILURE OR DELAY OF INTERNET SERVICE RESULTING FROM ANY CAUSE OUTSIDE SUCH PARTY'S CONTROL.

12. Indemnification. Provider (the "Indemnifying Party") shall indemnify, defend and forever hold ARES (including its affiliates, and all of their respective present and former officers, members, shareholders, directors, employees, representatives and agents, and their successors, heirs and assigns) (each, an "Indemnified Party"), harmless from and against any and all lawsuits, proceedings, losses, liabilities, costs, damages fees and expenses (including, without limitation, fines, forfeitures, attorneys' fees, disbursements and administrative or court costs) (collectively, "Losses") resulting from claims by Customers or other third parties arising directly or indirectly out of or relating to (a) use of the Product, including injury to persons or property; or (b) Provider's breach or alleged breach of its representations, warranties, covenants or other obligations under this Agreement.

13. Governing Law; Submission to Jurisdiction. This Agreement is entered into, and the obligations are to be performed in, the City of San Diego, County of San Diego, State of California (U.S.A.), and this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California (U.S.A.) (without resort to conflicts of law provisions). The Parties hereto voluntarily and expressly agree that all disputes, controversies, actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the City of San Diego, County of San Diego, State of California (U.S.A.). The aforementioned choice of venue is intended by the Parties' agreement to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any

jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph and stipulates to such courts' possessing the exclusive in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, action, controversy or proceeding arising out of or related to this Agreement exclusively in the City of San Diego, County of San Diego, State of California (U.S.A.).

14. Notices. Notices hereunder shall be given in writing by personal delivery, certified or registered mail (postage prepaid), fax, or via federal express, and in each case addressed to the appropriate Party at its address indicated on the first page of this Agreement or, in the case of ARES, to 1059 First Avenue, San Diego, CA 92101, Attn: General Counsel (Fax: 619-234-6600). All such notices shall be deemed to have been given and received (a) upon receipt, if personally delivered, or (b) three days after deposit in the U.S. mail, if sent by certified or registered mail (postage prepaid), or (c) one day after deposit for delivery via federal express, or (d) when delivery is confirmed, if sent by fax.

15. Amendment; Waiver. Any amendment to this Agreement must be in writing and signed by Provider and ARES. Notwithstanding the foregoing, ARES may update the terms and conditions of this Agreement with thirty (30) days' advance written notice to Provider; if Provider fails to notify ARES during such thirty (30) day period that it chooses not to accept such updated terms and conditions, Provider shall be deemed to have accepted the same. In the event that Provider chooses not to accept such updated terms and conditions, ARES may immediately terminate this Agreement.

16. Definitions. Capitalized terms used but not otherwise defined herein shall have the following meanings:

"ARES Competitor" means any other online distributor of travel and travel-related inventory, including without limitation, Expedia/Travelscape, Travelocity, Worldwide Vacations, Hotel Distribution Network/HDN.com, Hotels.com/HRN, Hotwire.com, Lodging.com, Mark Travel ARES, Priceline.com, Quikbook.com, Alliance Reservations Network/ARN and TravelWeb.

"Customer" means a customer who purchases a Voucher through ARES for Provider's Product.

"Product" means the product or service provided by Provider, as more particularly described on Exhibit B.

"Provider Branded Site(s)" means the web site(s) prepared by ARES using the Provider Licensed Content and branded under the Provider Licensed Marks, for use with the Direct Sales Program. Subject to Provider's retention of all Licensed Content and Licensed Marks, the "Provider Branded Site(s)"

shall be owned, created, maintained and hosted by ARES, and shall at all times include a notice that such site(s) are "Powered by ARES", together with the standard ARES copyright notices, privacy policies and terms and conditions of use applicable to ARES web sites.

"Voucher or "Vouchers" means (a) vouchers issued by ARES upon and to evidence a Customer's purchase of, and which may be used to redeem, Provider's Product, or (b) only if expressly agreed to by the Parties on Exhibit B, electronic, bar-coded tickets issued by ARES upon a Customer's purchase of Provider's Product.

17. Miscellaneous. This Agreement contains the entire agreement and understanding between the Parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous oral or written agreements and representations. Neither this Agreement nor the cooperation of the Parties contemplated hereunder shall be deemed or construed to create any partnership, joint venture or agency and principal relationship between the Parties. Nothing in the Agreement shall be deemed to constitute any license or grant of proprietary rights by ARES to Provider with respect to the ownership or use of the ARES proprietary booking engine, or any intellectual property rights therein, all of which proprietary rights, including, without limitation, any and all derivative works arising thereof, are and shall be retained by ARES exclusively. In the event that any provision of the Agreement is determined to be invalid, unenforceable or otherwise illegal under applicable law, such provision shall be deleted and deemed restated to reflect as nearly as possible the original intentions of the Parties as allowed under applicable law, and no other provision hereof shall be affected and the remainder of the Agreement shall

remain in full force and effect. Upon termination of this Agreement for any reason all rights, obligations and licenses granted hereunder shall thereupon terminate; provided that, (i) so long as such termination is not due to Provider's material breach of this Agreement, ARES shall remain obligated to pay Provider's invoices issued in accordance with this Agreement to the extent such invoiced amounts accrued hereunder prior to the effective date of termination, and (ii) the following provisions and sections of these Standard Terms and Conditions shall survive and continue in accordance with their terms notwithstanding such termination: Sections 8, 10, 11, 12 (and Provider's representations and warranties hereunder as referred to in Section 12(b)), 13, 14, 16, and 17. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the Party against whom such waiver or excuse is claimed. Provider shall not assign, sell, transfer, convey, subcontract or delegate, by operation of law or otherwise (include via change of control), this Agreement, or any of Provider's rights, duties or obligations hereunder, without the prior written consent of ARES. Section headings are for convenience only and shall not be considered in construing this Agreement. This Agreement has been fully reviewed and negotiated by the Parties with the opportunity to be assisted by counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party (or its counsel) drafted the provision or language being interpreted. This Agreement may be executed in one or more counterparts, each of which (including fax copies) shall constitute an original and all of which taken together shall constitute one and the same Agreement.