

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**AMENDMENT NO. 3
TO
FORM S-1
REGISTRATION STATEMENT**

*Under
The Securities Act of 1933*

Frontier Group Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

4512
(Primary Standard Industrial
Classification Code Number)

46-3681866
(I.R.S. Employer
Identification Number)

Frontier Center One
7001 Tower Road
Denver, CO 80249
(720) 374-4200

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Barry L. Biffle
President and Chief Executive Officer
Frontier Group Holdings, Inc.
Frontier Center One
7001 Tower Road
Denver, CO 80249
(720) 374-4200

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Anthony J. Richmond, Esq.
Brian D. Paulson, Esq.
Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Telephone: (650) 328-4600
Facsimile: (650) 463-2600

Howard M. Diamond
General Counsel & Secretary
Frontier Group Holdings, Inc.
Frontier Center One
7001 Tower Road
Denver, CO 80249
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Alan F. Denenberg
Davis Polk & Wardwell LLP
1600 El Camino Real
Menlo Park, CA 94025
Telephone: (650) 752-2000
Facsimile: (650) 752-2115

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (do not check if a smaller reporting company)

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 3 to Form S-1 Registration Statement (Registration No. 333-217078) of Frontier Group Holdings, Inc. is being filed solely to include updated exhibits to the Registration Statement. Accordingly, Part I, the form of prospectus, has been omitted from this filing.

PART II

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than underwriting discounts, payable in connection with the sale and distribution of the securities being registered. All amounts are estimated except the SEC registration fee and the FINRA filing fee. All the expenses below will be paid by Frontier Group Holdings, Inc.

<u>Item</u>	<u>Amount</u>
SEC Registration fee	\$ 11,590
FINRA filing fee	15,500
Initial listing fee	*
Legal fees and expenses	*
Accounting fees and expenses	*
Printing and engraving expenses	*
Transfer Agent and Registrar fees	*
Blue Sky fees and expenses	*
Miscellaneous fees and expenses	*
Total	\$ *

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers

Frontier Group Holdings, Inc., Inc. is a Delaware corporation. Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act of 1933, as amended. Our amended and restated certificate of incorporation to be in effect immediately prior to the consummation of this offering compels indemnification of our directors and officers and permits indemnification of our employees and other agents, in each case to the maximum extent permitted by the Delaware General Corporation Law, and our amended and restated bylaws to be in effect immediately prior to the consummation of this offering provide for indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the Delaware General Corporation Law. In addition, we have entered into indemnification agreements with our directors, officers and some employees containing provisions which are in some respects broader than the specific indemnification provisions contained in the Delaware General Corporation Law. The indemnification agreements may require us, among other things, to indemnify our directors against certain liabilities that may arise by reason of their status or service as directors and to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified. Reference is also made to Section 8 of the underwriting agreement to be filed as Exhibit 1.1 hereto, which provides for indemnification by the underwriter of our officers and directors against certain liabilities.

Item 15. Recent Sales of Unregistered Securities

During the last three years, we granted equity awards for an aggregate of 402,621 shares of our common stock to employees and directors under our 2014 Equity Incentive Plan, which includes 123,249 shares that were subsequently forfeited and 16,516 shares that were subsequently repurchased.

The sales of the above securities were deemed to be exempt from registration under the Securities Act in reliance upon Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or pursuant to benefit plans and contracts relating to compensation as provided

under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about us.

There were no underwriters employed in connection with any of the transactions set forth in Item 15.

Item 16. Exhibits and Financial Statements

See the Exhibit Index beginning on page II-5, which follows the signature pages hereof and is incorporated herein by reference.

Item 17. Undertakings

The undersigned registrant hereby undertakes that:

(1) for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective;

(2) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) the undersigned will provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 14, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* _____ Patricia Salas Pineda	Director	May 26, 2017
* _____ John R. Wilson	Director	May 26, 2017

*By: /s/ Barry L. Biffle
Barry L. Biffle
Attorney-in-Fact

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Form</u>	<u>Incorporated by Reference</u>		<u>Filed Herewith</u>
			<u>Date</u>	<u>Number</u>	
1.1*	Form of Underwriting Agreement.				
3.1(a)	Amended and Restated Certificate of Incorporation, currently in effect.	S-1	3/31/2017	3.1(a)	
3.1(b)	Certificate of Amendment of the Amended and Restated Certificate of Incorporation.	S-1	3/31/2017	3.1(b)	
3.2*	Form of Amended and Restated Certificate of Incorporation, to be in effect immediately prior to the consummation of this offering.				
3.3	Amended and Restated Bylaws, currently in effect.	S-1	3/31/2017	3.3	
3.4*	Form of Amended and Restated Bylaws, to be in effect immediately prior to the consummation of this offering.				
4.1	Reference is made to exhibits 3.1 through 3.4.				
4.2*	Form of Common Stock Certificate.				
4.3*	Registration Rights Agreement, to be in effect immediately prior to the consummation of this offering, by and among Frontier Group Holdings, Inc. and Indigo Frontier Holdings Company, LLC.				
5.1*	Opinion of Latham & Watkins LLP.				
10.1(a)†	Airport Use and Lease Agreement, dated as of January 1, 2012, by and between Frontier Airlines, Inc. and the City and County of Denver.	S-1/A	5/9/2017	10.1(a)	
10.1(b)†	First Amendment to the Airport Use and Lease Agreement, dated as of July 1, 2015, by and between Frontier Airlines, Inc. and the City and County of Denver.	S-1/A	5/9/2017	10.1(b)	
10.1(c)†	Second Amendment to the Airport Use and Lease Agreement, dated as of December 22, 2016, by and between Frontier Airlines, Inc. and the City and County of Denver.	S-1/A	5/9/2017	10.1(c)	
10.1(d)†	Letter of Agreement, dated as of May 5, 2015, by and between Frontier Airlines, Inc. and the City and County of Denver.	S-1/A	5/9/2017	10.1(d)	
10.2(a)#	2014 Equity Incentive Plan.	S-1	3/31/2017	10.2(a)	
10.2(b)#	Form of Stock Option Grant Notice and Stock Option Agreement under the 2014 Equity Incentive Annual Plan.	S-1	3/31/2017	10.2(b)	
10.2(c)#	Form of Stock Purchase Right Grant Notice and Restricted Stock Purchase Agreement for Non-Employee Directors.	S-1	3/31/2017	10.2(c)	
10.3(a)#	2017 Equity Incentive Award Plan.	S-1/A	5/9/2017	10.3(a)	
10.3(b)*#	Form of Stock Option Grant Notice and Stock Option Agreement under the 2017 Equity Incentive Annual Plan.				

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			
		<u>Form</u>	<u>Date</u>	<u>Number</u>	<u>Filed Herewith</u>
10.3(c)*#	Form of Restricted Stock Award Agreement and Restricted Stock Unit Award Grant Notice under the 2017 Equity Incentive Annual Plan.				
10.4#	Form of Indemnification Agreement for directors and officers.	S-1	3/31/2017	10.4	
10.5#	Employment Agreement, dated as of March 15, 2016, by and between Frontier Airlines, Inc. and Barry L. Biffle.	S-1	3/31/2017	10.5	
10.6#	Amended and Restated Employment Agreement, dated as of April 13, 2017, by and between Frontier Airlines, Inc. and James G. Dempsey.	S-1/A	5/9/2017	10.6	
10.7#	Employment Letter, dated as of February 23, 2015, by and between Frontier Airlines, Inc. and James E. Nides.	S-1	3/31/2017	10.7	
10.8#	Employment Letter, dated as of June 30, 2014, by and between Frontier Airlines, Inc. and Howard M. Diamond.	S-1	3/31/2017	10.8	
10.9#	Employment Letter, dated as of September 2, 2015, by and between Frontier Airlines, Inc. and Mark C. Mitchell.	S-1	3/31/2017	10.9	
10.10(a)#	Employment Agreement, dated as of June 25, 2012, by and between Frontier Airlines, Inc. and Daniel M. Shurz.	S-1	3/31/2017	10.10(a)	
10.10(b)#	Amendment to Employment Agreement, dated as of September 13, 2013, by and between Frontier Airlines, Inc. and Daniel M. Shurz.	S-1	3/31/2017	10.10(b)	
10.11*#	Non-Employee Director Compensation Program.				
10.12#	Amended and Restated Phantom Equity Investment Agreement, dated as of December 3, 2013, by and among, Frontier Airlines, Inc., Falcon Acquisition Group, Inc. and FAPAInvest, LLC.	S-1	3/31/2017	10.12	
10.13#	Professional Services Agreement, dated December 3, 2013, by and among Indigo Partners LLC, Frontier Airlines Holdings, Inc. and Frontier Airlines, Inc.	S-1	3/31/2017	10.13	
10.14#	Subscription Agreement, dated as of December 3, 2013, by and between, Falcon Acquisition Group, Inc. and Indigo Frontier Holdings Company, LLC.	S-1	3/31/2017	10.14	
10.15(a)†	Airbus A320 Family Aircraft Purchase Agreement, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(a)	
10.15(b)†	Letter Agreement No. 1, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(b)	
10.15(c)†	Letter Agreement No. 2, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(c)	

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Form</u>	<u>Incorporated by Reference</u>		<u>Filed Herewith</u>
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10.15(d)†	Letter Agreement No. 3, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(d)	
10.15(e)†	Letter Agreement No. 4, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(e)	
10.15(f)†	Letter Agreement No. 5, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(f)	
10.15(g)†	Letter Agreement No. 6A, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(g)	
10.15(h)†	Letter Agreement No. 6B, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(h)	
10.15(i)†	Letter Agreement No. 7, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(i)	
10.15(j)†	Letter Agreement No. 8, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(j)	
10.15(k)†	Letter Agreement No. 9, dated as of September 30, 2011, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(k)	
10.15(l)†	Amendment No. 1 to Airbus A320 Family Aircraft Purchase Agreement, dated as of January 10, 2013, by and between Airbus S.A.S. and Republic Airways Holdings Inc.	S-1/A	5/23/2017	10.15(l)	
10.15(m)†	Amendment No. 2 to Airbus A320 Family Aircraft Purchase Agreement, dated as of December 3, 2013, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.15(m)	
10.15(n)†	Amendment No. 3 to Airbus A320 Family Aircraft Purchase Agreement, dated as of September 30, 2011, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.15(n)	
10.16(a)†	Airbus A321 Aircraft Purchase Agreement, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(a)	
10.16(b)†	Letter Agreement No. 1, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(b)	
10.16(c)†	Letter Agreement No. 2, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(c)	

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10.16(d)†	Letter Agreement No. 3, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(d)	
10.16(e)†	Letter Agreement No. 4, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(e)	
10.16(f)†	Letter Agreement No. 5, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(f)	
10.16(g)†	Letter Agreement No. 6A, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(g)	
10.16(h)†	Letter Agreement No. 6B, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(h)	
10.16(i)†	Letter Agreement No. 7, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(i)	
10.16(j)†	Letter Agreement No. 8, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(j)	
10.16(k)†	Letter Agreement No. 9, dated as of October 31, 2014, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(k)	
10.16(l)†	Amendment No. 1 to Airbus A321 Aircraft Purchase Agreement, dated as of May 18, 2015, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(l)	
10.16(m)†	Amended and Restated Letter Agreement No. 2, dated as of May 18, 2015, by and between Airbus S.A.S. and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.16(m)	
10.17(a)†	Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of March 12, 2003, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.				X
10.17(b)†	First Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of March 12, 2003, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.				X
10.17(c)†	Second Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of April 1, 2005, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.	S-1/A	5/9/2017	10.17(c)	
10.17(d)†	Third Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of March 27, 2006, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.	S-1/A	5/9/2017	10.17(d)	

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10.17(e)†	Fourth Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of May 8, 2007, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.				X
10.17(f)†	Fifth Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of May 25, 2007, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.	S-1/A	5/9/2017	10.17(f)	
10.17(g)†	Sixth Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of September 9, 2009, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.				X
10.17(h)†	Seventh Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of July 23, 2010, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.	S-1/A	5/9/2017	10.17(h)	
10.17(i)†	Eighth Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of October 29, 2010, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.	S-1/A	5/9/2017	10.17(i)	
10.17(j)†	Ninth Amendment to the Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of November 5, 2013, by and between Frontier Airlines, Inc. and Barclays Bank Delaware, formerly known as Juniper Bank.				X
10.17(k)†	Tenth Amendment to the Frontier Airlines, Inc. Credit Card Agreement, dated as of June 18, 2015, by and between Frontier Airlines, Inc. and Barclays Bank, formerly known as Jupiter Bank.	S-1/A	5/9/2017	10.17(k)	
10.18(a)†	General Terms Agreement No. 6-13616, dated as of June 30, 2000, by and between Frontier Airlines, Inc., CFM International, Inc. and Societe Nationale D'Etude et de Construction de Monteurs d'Aviation.	S-1/A	5/9/2017	10.18(a)	
10.18(b)†	Letter Agreement No. 1, dated as of June 30, 2000, by and between Frontier Airlines, Inc. and CFM International, Inc.				X
10.18(c)†	Letter Agreement No. 2, dated as of November 20, 2002, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.18(c)	
10.18(d)†	Letter Agreement No. 3, dated as of August 1, 2003, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.18(d)	
10.18(e)†	Letter Agreement No. 4, dated as of March 26, 2004, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.18(e)	

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10.18(f)†	Letter Agreement No. 5, dated as of April 11, 2006, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.18(f)	
10.18(g)	Amendment No. 1 to GTA 6-13616, dated as of June 6, 2009, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.18(g)	
10.18(h)†	Letter Agreement No. 7, dated as of October 25, 2011, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.18(h)	
10.18(i)†	Letter Agreement No. 8, dated as of December 23, 2014, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.18(i)	
10.19(a)†	General Terms Agreement No. CFM-1 1-2576101711, dated as of October 17, 2011, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.19(a)	
10.19(b)†	Letter Agreement No. 1 to General Terms Agreement No. CFM-1 1-2576101711, dated as of October 26, 2011, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.19(b)	
10.19(c)†	Amendment No. 1 to Letter Agreement No. 1, dated as of December 23, 2014, by and between Frontier Airlines, Inc. and CFM International, Inc.	S-1/A	5/9/2017	10.19(c)	
10.20(a)†	Agreement on Technical Services for A320 Family Aircraft, dated as of November 5, 2014, by and between Frontier Airlines, Inc. and Lufthansa Technik AG.				X
10.20(b)†	Total Component Support Attachment, dated as of November 5, 2014, by and between Frontier Airlines, Inc. and Lufthansa Technik AG.	S-1/A	5/9/2017	10.20(b)	
10.20(c)†	Attachment on Aircraft Production Inspection, dated as of April 30, 2015, by and between Frontier Airlines, Inc. and Lufthansa Technik AG.				X
10.21†	Purchase Terms Agreement (Material-Single Event), dated as of November 5, 2014, by and between Frontier Airlines, Inc. and Lufthansa Technik AG.	S-1/A	5/9/2017	10.21	
10.22(a)†	Navitaire Hosted Services Agreement, dated as of June 20, 2014, by and between Frontier Airlines, Inc. and Navitaire LLC.				X
10.22(b)†	Amendment No. 1 to Navitaire Hosted Services Agreement, dated as of March 1, 2015, by and between Frontier Airlines, Inc. and Navitaire LLC.	S-1/A	5/9/2017	10.22(b)	
10.22(c)†	Amendment No. 2 to Navitaire Hosted Services Agreement, dated as of April 10, 2015, by and between Frontier Airlines, Inc. and Navitaire LLC.	S-1/A	5/9/2017	10.22(c)	

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10.22(d)†	Amendment No. 3 to Navitaire Hosted Services Agreement, dated as of January 1, 2016, by and between Frontier Airlines, Inc. and Navitaire LLC.	S-1/A	5/9/2017	10.22(d)	
10.23†	Second Amended and Restated Credit Agreement, dated as of December 16, 2016, by and among Vertical Horizons, Ltd., Citibank, N.A., Citigroup Global Markets, Inc., Bank of Utah and each lender identified on Schedule I thereto.	S-1/A	5/23/2017	10.23	
10.24†	Second Amended and Restated Mortgage and Security Agreement, dated as of December 16, 2016, by and among Vertical Horizons, Ltd., Citibank, N.A. and Bank of Utah.	S-1/A	5/23/2017	10.24	
10.25	Second Amended and Restated Guarantee, dated as of December 16, 2016, by Frontier Airlines, Inc. in favor of Bank of Utah.	S-1/A	5/23/2017	10.25	
10.26†	Second Amended and Restated Guarantee, dated as of December 16, 2016, by Frontier Airlines Holdings, Inc. in favor of Bank of Utah.	S-1/A	5/23/2017	10.26	
10.27(a)†	Step-In Agreement, dated as of December 23, 2014, by and among Vertical Horizons, Ltd., Bank of Utah and Airbus S.A.S.	S-1/A	5/23/2017	10.27(a)	
10.27(b)†	Letter Agreement to the Step-In Agreement and the Assigned A321 Purchase Agreement, dated as of May 18, 2015, by and among Vertical Horizons, Ltd., Frontier Airlines, Inc., Bank of Utah and Airbus S.A.S.	S-1/A	5/23/2017	10.27(b)	
10.27(c)†	Amendment Agreement to Step-In Agreement and the Assigned Purchase Agreements, dated as of August 11, 2015, by and among Vertical Horizons, Ltd., Bank of Utah and Airbus S.A.S.	S-1/A	5/23/2017	10.27(c)	
10.27(d)†	Amendment Agreement No. 3 to Step-In Agreement and the Assigned Purchase Agreements, dated as of December 16, 2016, by and among Vertical Horizons, Ltd., Bank of Utah and Airbus S.A.S.	S-1/A	5/23/2017	10.27(d)	
10.28(a)†	Purchase Agreements Assignment and Assumption Agreement, dated as of December 23, 2014, by and among Vertical Horizons, Ltd., Frontier Airlines, Inc. and Airbus S.A.S.	S-1/A	5/23/2017	10.28(a)	
10.28(b)†	Amendment Agreement to Assignment and Assumption Agreement, dated as of August 11, 2015, by and among Vertical Horizons, Ltd., Frontier Airlines, Inc. and Airbus S.A.S.	S-1/A	5/23/2017	10.28(b)	

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Form</u>	<u>Incorporated by Reference</u>		<u>Filed Herewith</u>
			<u>Date</u>	<u>Number</u>	
10.28(c)†	Amendment Agreement No. 3 to Assignment and Assumption Agreement, dated as of December 16, 2016, by and among Vertical Horizons, Ltd., Frontier Airlines, Inc. and Airbus S.A.S.	S-1/A	5/23/2017	10.28(c)	
10.29†	Second Amended and Restated CFMI Engine Benefits Agreement, dated as of December 16, 2016, by and among Vertical Horizons, Ltd., CFM International, Inc., Bank of Utah and Frontier Airlines, Inc.	S-1/A	5/23/2017	10.29	
10.30(a)†	Amended and Restated Signatory Agreement (U.S. Visa and MasterCard Transactions), dated as of November 5, 2013, by and among Frontier Airlines Holdings Inc., Frontier Airlines, Inc. and U.S. Bank National Association.	S-1/A	5/23/2017	10.30(a)	
10.30(b)†	First Omnibus Amendment to Signatory Agreements, dated as of March 1, 2016, by and among Frontier Airlines Holdings, Inc., Frontier Airlines, Inc. and U.S. Bank National Association.	S-1/A	5/23/2017	10.30(b)	
14.1*	Code of Ethics				
21.1	List of subsidiaries	S-1	3/31/2017	21.1	
23.1	Consent of independent registered public accounting firm.	S-1/A	5/9/2017	23.1	
23.2*	Consent of Latham & Watkins LLP (included in Exhibit 5.1).				
24.1	Power of Attorney. Reference is made to the signature page to the Registration Statement.	S-1	3/31/2017	24.1	

* To be filed by amendment.

Indicates management contract or compensatory plan.

† Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and this exhibit has been filed separately with the SEC.

FRONTIER AIRLINES, INC. CREDIT CARD AFFINITY AGREEMENT

THIS AGREEMENT is made on the 12th day of March, 2003, by and between Frontier Airlines, Inc., a Colorado corporation, having its principal office at 7001 Tower Road, Denver, CO 80249 (“**FRONTIER**”) and JUNIPER BANK, a Delaware Corporation, having its principal offices at 100 South West St., Wilmington, Delaware 19801 (“**JUNIPER**”).

RECITALS:

WHEREAS, JUNIPER Bank offers VISA and MASTERCARD consumer credit cards and related products to the public;

WHEREAS, FRONTIER has developed the EarlyReturns frequent flyer program, under which (a) FRONTIER Members are awarded mileage credit, including, but not limited to, credit for travel on airline flights operated under the airline code of FRONTIER, and credit for purchase transactions, including the purchases of goods and services from EarlyReturns “partners” in association with the EarlyReturns Program, as such Program is modified by FRONTIER from time to time; and (b) FRONTIER Members can obtain travel and other benefits by redeeming such mileage credit;

WHEREAS, EarlyReturns has at least ***** members;

WHEREAS, FRONTIER’S goals and objectives are to continue to add value to its EarlyReturns Program by offering a credit card associated with the FRONTIER Marks, which will (i) be competitive with comparable frequent flyer cards; and (ii) entitle FRONTIER Members to receive “mileage credit” for Net Purchases charged to the cardholder’s account;

WHEREAS, JUNIPER’S goals and objectives are to develop, promote and market the Affinity Program to the public consistent with FRONTIER’S stated goals, for the mutual benefit of JUNIPER and FRONTIER; and

WHEREAS, FRONTIER and JUNIPER wish to enter into the Affinity Program on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

(a) “**Account**” means a JUNIPER Card account opened pursuant to an application under this Agreement, which is or may be eligible from time to time to make a purchase, to receive a cash advance, or to transfer a balance.

(b) “**Acquisition Budget**” means the aggregate Account acquisition budget of US ***** for the Initial Term of the Agreement to be allocated in a Marketing Plan.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

(c) “**Added Earnings Program**” means the direct and indirect solicitation by FRONTIER of applications for JUNIPER Cards from FRONTIER Members and other FRONTIER customers without the direct marketing participation of JUNIPER as more fully described in Section 3(e).

(d) “**Affinity Program**” means the co-branded credit card program between JUNIPER and FRONTIER, the terms of which are set forth in this Agreement.

(e) “**Bonus Miles**” means miles awarded to JUNIPER Cardholders to incent behavior, rather than as result of Net Purchases (other than Net Purchases of FRONTIER tickets, where applicable).

(f) “**Customer Agreements**” means the Account agreements.

(g) “**Designated Issuer**” shall have the meaning ascribed in Section 4(a) hereof.

(h) “**Earnings Guarantee**” means the funds to be paid by JUNIPER to FRONTIER during the Initial Term as a guarantee of net earnings in the amount of *****.

(i) “**Effective Date**” means the date on which FRONTIER and JUNIPER begin marketing JUNIPER Cards as more fully described in Section (3) hereof.

(j) “**Fees**” means, collectively, New Account Premiums, Renewal Premiums, Marketing Premiums, Purchase Mile Fees and Bonus Mile Fees as those terms are defined in Section 5.

(k) “**Force Majeure Event**” means any act of god; embargo or other governmental act, regulation, or request; fire; accident; strike; slowdown; war; riot; act of terrorism; or any other act or cause beyond the reasonable control of the affected party.

(l) “**FRONTIER Intellectual Property**” means the FRONTIER Marks (as defined below), together with the other property described in the License Agreement.

(m) “**FRONTIER Marks**” means the name, trademarks, service marks, photographs, graphics, copyrights and logo of FRONTIER that are set forth in Exhibit B attached hereto.

(n) “**FRONTIER Members**” means existing or potential members of the FRONTIER EarlyReturns frequent flyer program.

(o) “**Initial Guarantee Payment**” means the payment of ***** of the Earnings Guarantee in advance as set forth herein.

(p) “**Initial Term**” means the period that begins on the Effective Date and ends on the fifth anniversary of the date on which the parties begin marketing JUNIPER Cards under section 3(c) hereof.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

(q) "**JUNIPER Cards**" means the Affinity Program credit cards issued by JUNIPER.

(r) "**JUNIPER Cardholders**" means the holders of JUNIPER Cards.

(s) "**JUNIPER Marks**" means the name, trademarks, service marks, copyrights and logo of JUNIPER that are set forth in Exhibit A attached hereto.

(t) "**JUNIPER Products**" means those financial products described on Exhibit C attached hereto, as such exhibit may be amended by JUNIPER and FRONTIER from time to time in writing.

(u) "**Lists**" means lists of the FRONTIER Members, including names and residential addresses and, where available, residential telephone numbers.

(v) "**Marketing Plans**" means the plans developed from time to time during the Term in accordance with Paragraph 7 of this Agreement.

(w) "**Marketing Premium**" means the amount payable by JUNIPER to FRONTIER for each Account generated as a result of an Added Earnings Program, as described more particularly in Paragraph 5 of this Agreement.

(x) "**Net Purchases**" *****. In no event shall Net Purchases include (i) purchases or balance transfers that are posted to an Account that has been reported lost or stolen (unless such purchases or balance transfers represent bona fide purchases or a Qualifying Balance Transfers posted to a lost or stolen Account, on which Fees have not yet been paid by JUNIPER); (ii) balance transfers other than a Qualifying Balance Transfer, cash advance transactions and/or cash advance transaction fees; and (iii) annual fees, finance charges, and any other bank fee or charge posted to the Account (such fees include, but are not limited to, late fees, return check fees, overlimit fees, credit insurance premiums, collection costs and administrative fees).

(y) "**Purchase Miles**" means miles awarded to JUNIPER Cardholders as a result of Net Purchases.

(z) "**Qualifying Balance Transfer**" means a single balance transfer of up to ***** or such other amount as the parties may agree in writing, for which Purchase Miles are awarded.

(aa) "**Quarterly Installment Payment**" means the portion of the balance of the Earnings Guarantee to be paid each quarter in the amount of ***** as set forth herein.

(bb) "**Renewal Premium**" means the amount payable for each renewal of a JUNIPER Product, to be paid by JUNIPER to FRONTIER as described more particularly in paragraph 5 of this Agreement.

(cc) "**Suspension Event**" shall have the meaning ascribed in Section 6 hereof.

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(dd) "**Term**" means the Initial Term plus and extension or renewal term of this Agreement.

(ee) "**Triggering Event**" shall have the meaning ascribed in Section 7 hereof.

(ff) "**Volume Incentive**" shall have the meaning ascribed in Section 4(a) hereof.

2. License to Use Marks.

(a) During the Term of this Agreement, JUNIPER shall have the right and license to the FRONTIER Marks as they now exist or as they may be modified during the Term hereof solely in connection with JUNIPER'S marketing of credit card products to FRONTIER Members under this Agreement. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by JUNIPER. FRONTIER hereby agrees that the Marks may be used on either Visa or MasterCard Credit Cards as well as merchandise that has been approved by FRONTIER and is used to encourage individuals to apply for or use Credit Card Products ("**Premiums**"). FRONTIER and JUNIPER agree that JUNIPER will only issue Credit Cards and approved Premiums bearing the Marks pursuant to this Agreement, unless otherwise mutually agreed in writing by JUNIPER and FRONTIER. Except for amounts paid to FRONTIER pursuant to Paragraph 5 hereof, JUNIPER shall not be required to pay any additional amounts to FRONTIER, or on account of FRONTIER, in connection with the use of the Marks in conjunction with this Affinity Program. Following termination of this Agreement Credit Card Products issued during the Term hereof may continue to bear the Marks until the normal expiration date thereof (not to exceed twenty-four (24) months from the issuance thereof). Subject to and consistent with the applicable rules and regulations of Visa or MasterCard, JUNIPER shall comply with the standards established by FRONTIER with respect to the form of the Marks and their usage.

(b) FRONTIER is granted permission to use during the Term of this Agreement the JUNIPER Marks. Such permission is expressly limited to uses by FRONTIER necessary to perform its obligations under this Agreement, including without limitation its execution of any of its obligations under any Marketing Plan. FRONTIER agrees and recognizes JUNIPER'S exclusive ownership of such marks and names. FRONTIER agrees that it will not use the names, service marks and/or trademarks of the other party or any of its affiliated companies without the express prior written consent of that owning party.

(c) Each party agrees not to take any action inconsistent with the other party's ownership of its Marks and further agrees to take any action, including without limitation assistance in legal proceedings, which the owner deems necessary to establish and preserve exclusive rights in and to its Marks. It is expressly understood that each party is not purchasing or acquiring any right, title or interest in the other party's Marks.

(d) Subject to the foregoing, each of the parties hereto is and shall remain the owner of all rights in and to its name and logo, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, service-mark and/or like rights pertaining thereto. Any and all rights to the Marks not herein specifically granted and licensed to

JUNIPER are reserved to FRONTIER. Except as otherwise specifically provided, upon the termination of this Agreement, all rights conveyed by FRONTIER to JUNIPER with respect to the use of the Marks shall cease, and all such rights shall revert to FRONTIER. Upon termination of this Agreement, JUNIPER shall have no further right to market its credit card products using the FRONTIER Marks or to further utilize any promotional materials or Premiums containing the Marks. However, nothing contained herein shall require JUNIPER to cancel any Account or to terminate any card issued in connection with this Agreement.

3. Marketing of the Affinity Program; Member Lists.

(a) Commencing on the Effective Date and continuing through the Term of this Agreement, JUNIPER, at its own expense, shall design and develop marketing, promotion and solicitation materials to promote the Affinity Program and JUNIPER Products. JUNIPER shall submit to FRONTIER, for its prior approval, samples of all marketing, promotional or solicitation materials, printed or otherwise, including, but not limited to telephone scripts, which JUNIPER intends to utilize to market or service the Affinity Program and JUNIPER Products. FRONTIER shall review such materials and respond to JUNIPER'S requests for approval within five business days. JUNIPER may communicate to the JUNIPER Cardholders information that does not bear FRONTIER Marks, provided, however, that JUNIPER must notify FRONTIER in advance of any communication to JUNIPER Cardholders which pertains to frequent flyer or other travel-related products and services.

(b) From time to time through the Term of this Agreement, JUNIPER shall market, promote and advertise the Affinity Program and Juniper Products to FRONTIER Members and such other target markets as FRONTIER and JUNIPER may from time to time agree upon. The JUNIPER Products shall initially consist of the credit card products listed in Exhibit C. JUNIPER shall make available to FRONTIER competitive and compelling products, as such products become available, for possible designation as JUNIPER Products to be added to Exhibit C.

(c) FRONTIER may supply inserts to JUNIPER to be included in reasonable monthly mailings of billing statements to JUNIPER Cardholders subject to JUNIPER'S reasonable determination of available space, size and weight limitations. JUNIPER will pay for the normal cost of mailing statement insertions as described, excluding the cost of preparing and producing the actual insert which shall be the sole responsibility of FRONTIER. In addition, if the inserts added by FRONTIER increase the postal expense incurred by JUNIPER to mail statements with such inserts, then JUNIPER shall inform FRONTIER in advance and, provided FRONTIER agrees to reimburse JUNIPER for such incremental postage expense, JUNIPER will use reasonable efforts to include such insertion.

(d) From time to time during the Term of this Agreement, FRONTIER, at its expense, shall provide JUNIPER with the Lists, via magnetic tape, electronic file, CD ROM, or any other media that is mutually agreed upon. Each List shall be as complete as possible, but shall not include those FRONTIER Members who have notified FRONTIER that they do not wish to receive solicitations regarding the EarlyReturns Program. Subject to applicable regulatory record retention requirements and except as may be necessary to complete a marketing campaign, JUNIPER shall promptly destroy each outdated List upon receipt of an

updated List from FRONTIER. JUNIPER shall use the Lists for the sole purpose of marketing and servicing the JUNIPER Cards (or such other Affinity Program products as FRONTIER may approve in writing from time to time), and JUNIPER shall not rent, use or permit any third party handling such Lists to use them for any other purpose. JUNIPER shall not rent or otherwise make available such Lists to any third party except for the purposes of fulfilling obligations under this Agreement, subject to the execution of an appropriate confidentiality agreement by such third party. The Lists provided by FRONTIER are and shall remain the sole property of FRONTIER.

(e) Upon request by FRONTIER and with prior written approval by JUNIPER, which approval shall not be unreasonably withheld or delayed, JUNIPER shall permit FRONTIER, subject to reasonable restrictions set forth by JUNIPER, to conduct Added Earnings Program from time to time during the Term of this Agreement, provided, JUNIPER'S approval and restrictions will not impair FRONTIER'S ability to reach the target levels of income anticipated by the parties in Section 5(a)(iii) of this Agreement. Any marketing materials developed by FRONTIER must be approved in writing by JUNIPER prior to distribution by FRONTIER (provided that such approval shall not be unreasonably withheld or delayed), however, the text of JUNIPER Products applications and disclosures used for the Added Earnings Program must be supplied to FRONTIER by JUNIPER. Unless otherwise agreed to by JUNIPER and FRONTIER, all expenses incurred by FRONTIER and JUNIPER with respect to Added Earnings Programs shall be borne solely by FRONTIER provided that JUNIPER expenses shall be limited to those out-of-pocket expenses that are pre-approved by FRONTIER in writing. For each Account opened by FRONTIER as a result of an Added Earnings Program, JUNIPER shall pay to FRONTIER the Marketing Premium described in Section 5 hereof, net of any JUNIPER out-of-pocket expenses related to the Added Earnings Program as pre-approved in accordance with the previous sentence, in lieu of the New Account Premium described in Section 5.

4. Issuance and Servicing of JUNIPER Products.

(a) FRONTIER will designate either VISA or MasterCard International as the issuing association for JUNIPER Products. The definitive agreement between Designated Issuer and JUNIPER will materially conform to the proposal provided to FRONTIER by the selected association and will include the payment of a Affinity Program related volume incentive (the "**Volume Incentive**") that will be passed along to FRONTIER for each purchase transaction dollar on credit cards which bear the FRONTIER Marks. JUNIPER shall offset the Volume Incentive received from the Designated Issuer in the quarter in which it is received against the then un-recouped Earnings Guaranty, if any, in accordance with paragraph 5(c) below.

(b) JUNIPER may solicit FRONTIER Members regarding the Affinity Program and issue JUNIPER Cards and other JUNIPER Products in accordance with JUNIPER'S standard consumer credit card product or other issuing policies and credit practices, subject to federal, state and local law. All decisions concerning the creditworthiness of any potential FRONTIER Member shall be made at the sole discretion of JUNIPER. JUNIPER at all times shall offer competitive and compelling terms and features in connection with JUNIPER Products, which are consistent with or better than the industry norm for co-branded frequent fryer cards.

(c) JUNIPER Cardholders shall be governed by the terms of the Customer Agreements. The Customer Agreements shall specify that the laws of the State of Delaware, and as applicable, federal law, shall govern the terms and conditions of the Account and the extension of credit by JUNIPER. JUNIPER shall have the right, subject to the limitations set forth in this paragraph to (i) amend the Customer Agreements in accordance with applicable law, and (ii) alter the pricing on Accounts, in accordance with JUNIPER'S standard credit policies and the applicable Customer Agreements in the event of late payments, non-payments, payment by checks returned for insufficient funds, bankruptcy or other failure of an Account holder to abide by the terms of his or her Customer Agreement. Notwithstanding the foregoing, at all times such Customer Agreements must contain terms and conditions that are consistent with or better than the industry norm for co-branded frequent flyer cards. JUNIPER shall process all applications and customer service requests in a timely and efficient manner. JUNIPER shall provide FRONTIER with written notice of all changes to the Customer Agreements, other than individual account pricing, at least thirty (30) days prior to their effective date.

(d) JUNIPER shall be the sole creditor under the law as to all debts incurred through the use of the JUNIPER Cards, shall be the sole owner of the Accounts and may securitize Account receivables from time to time. In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payments of goods and services, periodic finance charges, late and other charges) and all records developed and retained by JUNIPER for the sole purpose of administering the Accounts shall be the sole property of JUNIPER or its assigns and FRONTIER shall have no rights or interests therein.

5. Fees.

(a) During the Term of this Agreement, JUNIPER shall pay to FRONTIER Fees for the acquisition, retention and use of Accounts, as follows:

(i) New Account Premiums: For Accounts opened hereunder during the Term, other than Accounts for which the Marketing Premium is paid, a New Account Premium of ***** for each ***** Account and ***** for each Standard ***** Account opened hereunder.

(ii) Renewal Premiums: For Accounts renewed during the Term of this Agreement, a Renewal Account Premium in the amount equal ***** of the Annual fee for said Account. By way of example, based on the Annual Fee at launch the Renewal Premiums would be ***** for each ***** Account; ***** for each ***** Account.

(iii) Marketing Premiums: For each Account generated during the Term of this Agreement as a result of the Added Earnings Program, a Marketing Premium of ***** , regardless of type of JUNIPER Product. FRONTIER has no obligation to maintain an Added Earnings Program hereunder and may do so in its sole discretion; however, the parties project that forty percent of the Accounts obtained hereunder shall be obtained pursuant to an Added Earnings Program.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

(iv) Notwithstanding the foregoing, JUNIPER shall not be obligated to pay to FRONTIER any (y) Marketing Premiums for a No Fee JUNIPER Card until such card is used for a purchase, balance transfer, or cash advance; or (z) New Account Premiums or Marketing Premiums in the event that the Accounts on which such Fees are calculated represent replacement Accounts for lost or stolen JUNIPER Cards.

(b) Bonus Mile Fees and Purchase Mile Fees: During the Initial Term of this Agreement, JUNIPER shall pay a Purchase Mile Fee to FRONTIER equal to ***** for each Purchase Mile and a Bonus Mile Fee of either (1) ***** for each Bonus Mile awarded to an Account for which the New Account Premium is paid, or (2) ***** for each Bonus Mile awarded to an Account for which the Marketing Premium is paid. Purchase Miles and Bonus Miles shall be awarded as follows:

(i) FRONTIER shall award one Purchase Mile on each Account for each dollar of Net Purchases posted to such Account.

(ii) FRONTIER will from time to time award Bonus Miles to Accounts. Bonus Miles will be awarded as agreed from time to time by the parties for, by way of example and not limitation, rewards to Members when they open Accounts, rewards to JUNIPER Cardholder for engaging in certain categories of transactions as the parties may agree, including, but not limited to, the use of an Account to purchase FRONTIER tickets. The Bonus Mile Fee shall be in addition to, and not in lieu of, the Purchase Mile Fee that is due for a transaction. For example:

For FRONTIER ticket purchases on the Platinum Card for which double miles are awarded for using the credit card, the first mile awarded by FRONTIER will be compensated by the Purchase Mile Fee, and the second (bonus) mile will be compensated by the Bonus Mile Fee.

(c) JUNIPER shall provide FRONTIER with a reconciliation report within ***** days following the end of the contract quarter, setting forth the amount of Fees earned by FRONTIER under this paragraph 5 during such quarter. JUNIPER shall pay all Fees net of expenses incurred by JUNIPER as a result of an Added Earnings Program under Section 3(e) to FRONTIER within ***** days following the transmittal of the reconciliation report; provided, however, that JUNIPER shall offset Fees and Volume Incentive payments due against the cumulative amount of the un-recouped Earnings Guaranty, and transmit to FRONTIER the net balance due, if any.

(d) The parties agree to create reasonable procedures to prevent JUNIPER Cardholders from circumventing limitations on mileage awards, including but not limited to, the Qualifying Balance Transfer limits.

(e) JUNIPER'S obligation to pay any of the aforementioned Fees to FRONTIER shall cease on the Termination Date or upon the expiration of the Wind-down Period, as applicable.

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6. Earnings Guarantee.

(a) Subject to the conditions set forth in subparagraphs (b) and (c) and below, JUNIPER shall pay the Earnings Guarantee as follows:

(i) JUNIPER shall pay the Initial Guaranty Payment to FRONTIER within ***** business days of the date this Agreement is duly executed and delivered by the parties hereto. In the event that FRONTIER fails to reasonably cooperate in the launch of the Program causing the onset of marketing of the program to occur after June 30, 2003, FRONTIER shall immediately return the Initial Guaranty Payment to JUNIPER. The parties expressly agree that any joint decision to delay the launch of the Program beyond June 30, 2003 due to Force Majeure or other events will not result in a duty for FRONTIER to return the Initial Guaranty Payment.

(ii) The balance of the Earnings Guarantee shall be paid in Quarterly Installment Payments. The first Quarterly Installment Payment shall be due on the last day of the sixth contract quarter after the Effective Date, or, in the event the Initial Guaranty Payment is returned pursuant to Sub-section (i) above, the last day of the first quarter after the effective date, and the remainder shall be payable on the last day of every contract quarter thereafter.

(b) If one or more of the following (each a "Suspension Event") occurs:

(i) The average Passenger Enplanements ("PE") for the ***** most recent months for which FRONTIER has reported prior to the quarterly due date declines more than ***** from the average PE in the comparable ***** in *****;

(ii) The average number of Active Frequent Flyers for the ***** most recent months for which FRONTIER has reported prior to the quarterly due date declines more than ***** from the number of Active Frequent Flyers in the comparable ***** in *****.

(iii) FRONTIER fails to maintain a frequent flyer program that is as competitive in the marketplace as the EarlyReturns Program is as of Jan 1, 2003 based on domestic award levels and domestic mileage earning capability, provided that JUNIPER provides notice of the failure to maintain the frequent flyer program which will commence a ***** period during which FRONTIER may cure the deficiency;

(iv) FRONTIER becomes subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings, and for which JUNIPER does not terminate pursuant to Section 15(d) below;

then JUNIPER shall be relieved of the obligation to pay the Earnings Guarantee for the affected quarter, if any. If a Suspension Event under (i) or (ii) continues during the ensuing contract quarter(s), JUNIPER shall be relieved of its obligation to pay the Earnings Guarantee for such quarter(s) and the Earnings Guarantee shall be reduced by ***** for each affected quarter. Fees earned during such quarter shall be paid to FRONTIER to the extent not offset against the un-recouped Guarantee pursuant to Section 5 (c). For purposes of this Section 6(b), "PE" means the aggregate of ticketed passengers boarding a FRONTIER mainline flight as reported by

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FRONTIER for each month on or before the ***** day of the following month (for avoidance of doubt, PE does not include passengers booked by or through FRONTIER'S codeshare partners) and "**Active Frequent Flyer**" means a FRONTIER Member who has taken at least one flight in a calendar year.

(c) At such time FRONTIER has earned and received a total of *****, (or a reduced amount pursuant to Section 6(b) above) hereunder, JUNIPER'S obligation to pay the Earnings Guaranty shall cease.

7. Account Acquisition Budget; Marketing Plans.

(a) Unless decreased as set forth below, JUNIPER shall fund an aggregate Account acquisition budget of ***** for the Term of the Agreement (the "**Acquisition Budget**") provided that FRONTIER: (i) fulfills all its obligations hereunder, including but not limited to review and approval in a timely manner of the marketing materials and programs proposed or submitted by JUNIPER; (ii) a Suspension Event does not occur and continue; or (iii) this Agreement is not terminated for any reason (each a "**Triggering Event**").

(b) The Acquisition Budget includes the Marketing Premiums paid to FRONTIER as a result of an Added Earnings Program.

(c) Except as provided in Section (d) below, the occurrence of a Triggering Event terminates JUNIPER'S obligation to fund the Acquisition Budget.

(d) If FRONTIER (i) fails to fulfill all its obligations hereunder, including but not limited to review and approval in a timely manner of the marketing materials and programs proposed or submitted by JUNIPER; or (ii) a Suspension Event pursuant to Section 6.(b) (i), (ii) or (iii) occurs during any calendar quarter, JUNIPER shall have no obligation to fund the Acquisition Budget until such time that Suspension Event is cured. Acquisition Budget deferred as a result of this section may be removed from the Acquisition Budget if, at the time of establishing subsequent Marketing Plans, continuing to expend the Acquisition Budget on marketing efforts is not commercially reasonable.

(e) Beginning April 1, 2003, and every ***** thereafter, FRONTIER and JUNIPER shall meet to develop a Marketing Plan for the ensuing ***** period. Both parties shall make themselves available for discussions and consultations regarding the Marketing Plans, and shall use all reasonable resources, including the assignment of adequate personnel, as may be necessary to develop each Marketing Plan. In addition, FRONTIER and JUNIPER, upon either party's reasonable request, shall participate in additional meetings to revise the then-current Marketing Plan based on ongoing campaign results or changes to the marketing environment. Each Marketing Plan will establish the efforts to be completed by each party in order to promote the Affinity Program, the portion of the Acquisition Budget being allocated to the period covered by the Marketing Plan, and set forth whether new Accounts originated pursuant to the Marketing Plan will be considered a new Account resulting in the payment of the New Account Premium or the Marketing Premium, or allocated between the two according to some formula. The Marketing Plans shall be developed based upon the parties' reasonable and objective evaluations

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as to the most effective and efficient means to advertise and promote the Affinity Program, in light of the following parameters:

- (i) The parties recognize that the Acquisition Budget is intended to acquire ***** new Accounts through all channels including but not limited to Added Earnings Programs during the Initial Term;
- (ii) The anticipated average annual cost per Account is *****;
- (iii) The occurrence of one or more Suspension Events will result in a reasonable adjustment to the Acquisition Budget;
- (iv) The parties may reduce the Acquisition Budget to allow JUNIPER to receive the economic benefit of efficient Account acquisition; and
- (v) The performance of earlier marketing efforts, the cost effectiveness of the particular marketing channels and other factors effecting response rates, including but not limited to general economic trends and trends regarding frequent flyer program participation.

(f) The parties recognize that the Acquisition Budget is intended to acquire ***** Accounts during the Initial Term of the Agreement at an average annual cost per Account (“CPA”) for JUNIPER of *****, including ***** Accounts obtained through Added Earnings Programs. During each period covered by a Marketing Plan, if JUNIPER wants to reallocate the Acquisition Budget from a particular marketing channel to other channels or suspend a channel in order to achieve the Account and CPA targets, or to reduce, the Acquisition Budget during such period, JUNIPER will notify FRONTIER and an ad hoc meeting of the parties to revise the Marketing Plan. In the event that the parties do not agree on a Marketing Plan, including a revised Marketing Plan at the ad hoc meeting, JUNIPER may reduce the Acquisition Budget as a result of the reallocation or suspension of marketing if, in JUNIPER’S commercially reasonable judgment based on the prior performance of the marketing efforts, the Acquisition Budget for the particular year will not result in the cost effective acquisition of Accounts.

8. Privacy.

A copy of JUNIPER’S Privacy Policy can be accessed at www.juniper.com/app/ccsite/legal/privacyDynamic.jsp. JUNIPER may modify the Privacy Policy from time to time. JUNIPER shall communicate all changes in the Privacy Policy to FRONTIER. FRONTIER acknowledges that to the extent that it receives from JUNIPER Account information about JUNIPER Cardholders, and does not receive that same information from any additional source, FRONTIER’S use and disclosure of such information to unaffiliated third parties is limited by JUNIPER’S Privacy Policy and by applicable law.

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9. Relationship.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

10. Confidentiality.

(a) The parties acknowledge and agree that all information provided to or in connection with either party's performance under this Agreement shall be considered confidential and proprietary information ("**Confidential Information**") and shall not be disclosed to any third party (including any affiliate) without the prior written consent of the party providing the Confidential Information ("**Disclosing Party**"). Confidential Information shall include, without limitation: (i) names, addresses, and demographic, behavioral, and credit information relating to JUNIPER Cardholders, FRONTIER Members, FRONTIER customers, subscribers or employees, (ii) marketing materials, proposed plans and targeting methods; (iii) business objectives, assets and properties; and (iv) programming techniques and technical, developmental, cost and account processing information.

(b) The party receiving such Confidential Information ("**Receiving Party**") shall use Confidential Information only for the purpose of performing the terms of this Agreement and shall not accumulate in any way or make use of Confidential Information for any other purpose. The Receiving Party shall ensure that only its employees, authorized agents, or subcontractors who need to know Confidential Information to perform this Agreement will receive Confidential Information and that such persons agree to be bound by the provisions of this Paragraph 10 and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential.

(c) The obligations with respect to Confidential Information shall not apply to Confidential Information that: (i) either party or its personnel already know at the time it is disclosed as shown by their written records; (ii) is publicly known without breach of this Agreement, provided that this exception does not apply to customer information as described in subparagraph (a)(i) above; (iii) either party receives from a third party, unless the receiving party knows that the third party is or will be in breach of a duty of confidentiality by supplying such information; (iv) either party, its agents or subcontractors, develop independently without use of Confidential Information; (v) either party is required by law, regulation or valid court or governmental agency order to disclose, in which case the party receiving such an order must give notice to the other party, allowing them to seek a protective order, unless the court or governmental agency prohibits the receiving party from so notifying the disclosing party at the time of its request.

(d) Each party agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information

which may come to its attention and to take all steps at its own expense reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use. Notwithstanding the foregoing, neither JUNIPER nor FRONTIER shall have any liability for any disclosure of Confidential Information that occurs as a direct result of a Force Majeure Event.

(e) Upon either party's demand, or upon the termination of this Agreement, the parties shall comply with each other's reasonable instructions regarding the disposition of Confidential Information that may include the Receiving Party's best efforts to return of any and all Confidential Information (including any copies or reproductions thereof). Such best efforts at compliance shall be certified in writing to the other party.

(f) Except as necessary for its performance under this Agreement, FRONTIER shall not use the name of JUNIPER, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make any public statement relating to JUNIPER, its affiliates or subsidiaries, without the prior full disclosure of same to JUNIPER, and the prior written consent of JUNIPER which consent shall not be unreasonably withheld or delayed. Except as necessary for its performance under this Agreement, JUNIPER shall not use the name of FRONTIER, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make any public statement relating to FRONTIER, its affiliates or subsidiaries, without the prior full disclosure of same to FRONTIER, and the prior written consent of FRONTIER, which consent shall not be unreasonably withheld or delayed.

(g) Except as may be required by law, regulation or any governmental authority (including the Securities Exchange Commission), neither FRONTIER nor JUNIPER, nor any of their affiliates, shall issue a press release or make a public announcement or any disclosure to any third party related to the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed.

(h) The parties shall keep confidential and not disclose, and shall cause their officers, employees, and agents to keep confidential and not disclose, any of the terms and conditions of this Agreement to any third party without the prior written consent of the other party.

(i) The obligations of the parties hereunder shall survive and be enforceable by temporary and permanent injunctive relief against the breaching party and its employees, officers, directors, agents, representatives, and contractors following nonrenewal or termination of this Agreement.

11. Representations and Warranties: Covenants.

(a) JUNIPER represents and warrants that it is (i) a Delaware corporation, validly existing and in good standing under the laws of the United States; (ii) the execution and delivery by JUNIPER of this Agreement, and the performance by JUNIPER of the transactions

contemplated hereby, are within JUNIPER'S corporate powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by Visa or MasterCard), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or by-laws of JUNIPER or of any agreement, judgment, injunction, order, decree or other instrument binding upon JUNIPER; (iii) it is the owner of its Marks and has the right to and is authorized to grant FRONTIER the right and license to use the respective name, trademarks, service marks, copyrights and logos as set forth in Exhibit B and it is not currently aware of any claims, and is not currently involved in any litigation, challenging JUNIPER'S ownership of the Marks; and (iv) that it is, and will remain at all times during the Term of this Agreement, in material compliance with any applicable federal, state and local laws (including without limitation the Gramm-Leach-Bliley Act and, banking, usury, consumer credit and debt collection related laws) and any other rule, regulation and directive (including without limitation the MasterCard or Visa Rules and, any banking, debt collection and credit related rules, regulations and directives) applicable to the performance of its obligations under this Agreement.

(b) FRONTIER represents and warrants that it is validly existing and in good standing under the laws of the State of Colorado. FRONTIER further represents and warrants that (i) the execution and delivery by FRONTIER of this Agreement, and the performance by FRONTIER of the transactions contemplated hereby, are within FRONTIER'S powers, have been duly authorized by all necessary action, do not require any consent or other action by or in respect of, filing with, any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation, or under any governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument binding on FRONTIER and do not require the payment of any other fees or royalties, except as set forth herein, on the part of JUNIPER; (ii) the EarlyReturns frequent flyer program has at least ***** members as of the execution date of this Agreement; and (iii) it is the owner of its Marks and has the right to and is authorized to grant to JUNIPER the right and license to use the respective name, trademarks, service marks, copyrights and logos as set forth in Exhibit B and it is not currently aware of any claims, and is not currently involved in any litigation, challenging FRONTIER'S ownership of the Marks. FRONTIER represents and warrants that it has the right, power and authority to execute this Agreement and act in accordance herewith.

12. Release and Indemnification.

(a) JUNIPER shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of FRONTIER, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of FRONTIER under this Agreement. Further, FRONTIER shall indemnify, defend and hold JUNIPER harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation, warranty or covenant of FRONTIER contained in Paragraph 11 above, and (ii) any negligent act or omission or willful misconduct of FRONTIER or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

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(b) FRONTIER shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of JUNIPER, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of JUNIPER under this Agreement. Further, JUNIPER shall indemnify, defend and hold FRONTIER harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation, warranty or covenant of JUNIPER contained in Paragraph 11 above, any assertion that FRONTIER is a creditor in contravention of Section 4(d) above, and any negligent act or omission or willful misconduct of JUNIPER or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement

13. Reports and Records.

(a) During the Term of this Agreement, JUNIPER shall furnish to FRONTIER, via electronic transfer or such other method of delivery (e.g., electronic or paper) as agreed to by the parties, said agreement not to be unreasonably withheld or delayed:

(1) On the ***** of each week, JUNIPER shall report to FRONTIER all Accounts newly established, closed, or upgraded by JUNIPER during the prior week, and the EarlyReturns Program membership number associated with each such Account.

(2) Within ***** following the closing of each billing cycle of each month, JUNIPER shall provide to FRONTIER a transaction file showing the total Purchase Miles, Bonus Miles, and adjustments for each Account for that cycle for the purpose of posting miles to the Member's EarlyReturns account. The parties shall mutually agree on the format, transmission process and reconciliation of the transaction file.

(3) Monthly on or about ***** of the month, JUNIPER shall issue to FRONTIER a report which shows, for each JUNIPER Product and source of Purchase Miles or Bonus Miles (i.e., purchases, Account activation, each type of Bonus Mile transaction, incentives, and adjustments): (i) the transaction or source code, (ii) the number of transactions in the previous month for that code, (iii) the Purchase Miles and Bonus Miles earned for that code, and (iv) the Purchase Mile Fees and Bonus Mile Fees earned for the transaction type during the preceding month, or a report of equivalent detail as may be agreed upon by the parties.

(4) At least monthly, JUNIPER shall also provide FRONTIER with a report showing for all Accounts in the aggregate, segregated by JUNIPER Product, the previous month's total interest bearing principal balances outstanding, the number of statemented accounts, open accounts, average purchase amount, and month to date and year to date amounts for net sales, newly opened Accounts, closed Accounts and a summary of customer service performance including information regarding customer complaints.

(5) A monthly report showing all Fees earned, segregated by Fee type.

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(6) On the ***** following the completion of each calendar quarter, a report showing actual versus target data for the Service Levels set forth on Exhibit D for the previous calendar quarter.

(b) During the Term of this Agreement, FRONTIER shall furnish to JUNIPER, via electronic transfer, or such other method of delivery (e.g., electronic or paper) as agreed to by the parties, said agreement not to be unreasonably withheld or delayed, a report within ***** of the execution of this Agreement detailing the monthly FRONTIER mainline PE for calendar year ***** and thereafter as required under Paragraph 6(b)(iv) of this Agreement.

14. Right to Audit.

(a) Upon FRONTIER'S request and upon reasonable prior notice, JUNIPER shall make pertinent records regarding the Affinity Program, including the source codes assigned by JUNIPER Accounts, which such records shall be retained throughout the Term of this Agreement, available to FRONTIER or its designated auditors, at the sole cost and expense of FRONTIER, at the business premises of JUNIPER during ordinary business hours, for the purpose of verifying JUNIPER'S compliance with the terms of this Agreement. Nothing herein shall be deemed to grant to FRONTIER the right to audit internal records of JUNIPER regarding the revenues, income, or profits to JUNIPER of the Affinity Program, or generally.

(b) Upon JUNIPER'S request and upon reasonable prior notice, FRONTIER shall make pertinent records regarding the Affinity Program available to JUNIPER or its auditors, at the sole cost and expense of JUNIPER, at the business premises of FRONTIER during ordinary business hours for the sole purpose of verifying FRONTIER'S compliance with the terms of this Agreement. Nothing herein shall be deemed to grant to JUNIPER the right to audit internal records of FRONTIER regarding the revenues, income, or profits of the Affinity Program to FRONTIER, or generally.

(c) Each party shall have the right, upon reasonable notice to the other, at its own expense, to audit and review the customer service instructions and materials of the other, and shall have the right, subject to privacy law concerns, to reasonably monitor the other's telemarketing or customer service phone contacts regarding the Affinity Program,

(d) Notwithstanding anything in this paragraph to the contrary, if an audit conducted by a party under this paragraph 14 reveals a discrepancy of more than ***** between actual data and data supplied to the other party, or between actual performance and performance required under this agreement (if, in either such case, such discrepancy is numerically verifiable), then the party which is the subject of the audit shall pay all of the expenses incurred by the other party in connection with such audit.

15. Term/Termination.

(a) This Agreement shall become effective on the date executed and delivered by the parties and shall continue for the Initial Term. Following the Initial Term, this Agreement will be automatically renewed for renewal terms of two (2) years each unless, at least ***** prior to the termination of the Initial Term or the then current renewal term, either party shall have notified the other in writing of its decision not to renew this Agreement.

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(b) If there is a material default by either party in the performance of the terms and conditions of this Agreement and such default shall continue for a period of ***** after receipt by the defaulting party of written notice thereof from the non-defaulting party (setting forth in detail the nature of such default), then this Agreement shall upon the written election of the non-defaulting party terminate on the ***** following the delivery of the written notice. If, however, despite the ongoing commercially reasonable efforts by the defaulting party to cure the default set forth in the notice, the default cannot be remedied within such ***** such time period shall be extended for an additional period of not more than *****, so long as the defaulting party has notified the non-defaulting party in writing and in detail of its plans to initiate substantive steps to remedy the default and diligently thereafter pursues the same to completion within such additional ***** period. In the event that any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule or regulation of the Designated Issuer makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then JUNIPER shall have the right to terminate this Agreement upon ***** advance written notice. Such written notice shall include a detailed explanation and evidence of the burden imposed as a result of such change.

(c) If either party becomes the subject of an event where (i) the party becomes insolvent, (ii) a party engages in willful and wanton conduct to the material detriment of the other party, (iii) voluntary or involuntary proceedings by or against such party are instituted in bankruptcy or under any insolvency law, or a receiver or custodian is appointed for such party, or proceedings are instituted by or against such party for the dissolution of such party (other than an administrative dissolution for which the party is taking corrective action), which proceedings, if involuntary, are not dismissed within ***** after the date of filing, or (iv) such party makes an assignment for the benefit of its creditors, or (v) substantially all of the assets of such party are seized or attached and not released within ***** thereafter, the other party may, by giving written notice to the affected party, terminate this Agreement.

(d) In the event this Agreement is terminated as a result of default by FRONTIER, including but not limited to a merging with another airline in which the Affinity Program does not continue with the merged entity, FRONTIER shall pay JUNIPER an amount equal to the paid but un-recouped guarantee as set forth in Section 6 in addition to all rights and remedies available to JUNIPER at law or in equity.

(e) In the event JUNIPER fails to meet the service levels described in Exhibit D for three (3) successive months, and JUNIPER is unable to cure such default within ***** of written notice from FRONTIER to JUNIPER setting forth the nature of such default, FRONTIER may terminate this Agreement for cause at the end of such ***** cure.

(f) In the event this Agreement is terminated as a result of default by JUNIPER, including but not limited to the terms of Paragraph 15(e), FRONTIER shall retain any paid but un-recouped guarantee as set forth in Section 6 in addition to all rights and remedies available to FRONTIER at law or in equity.

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16. Exclusivity.

(a) FRONTIER. During the Term of this Agreement, JUNIPER shall have the exclusive right to perform the JUNIPER Product services contemplated by this Agreement, and FRONTIER agrees that during the Term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer or endorse, or enter into any agreement with others for the provision of credit card product or credit card product related products or services to FRONTIER Members. For the purposes of this Section 16, charge cards and related services shall be deemed to be a credit card product.

(b) JUNIPER. During the term of this Agreement JUNIPER agrees that it will not enter into a co-branded relationship with the airline that has the largest market share based on Revenue Passengers In and Out as reflected in the Total Operations and Traffic Report issued by Denver International Airport from time to time. The parties recognize that the airline with the largest market share may change, and agree that to the extent JUNIPER has an affinity relationship with an airline prior to that airline becoming airline with the largest market share at the Denver International Airport, this Paragraph will not be interpreted to require JUNIPER to terminate or otherwise discontinue that affinity relationship. In the event JUNIPER does have an affinity relationship with another airline providing service to or from Denver International Airport, JUNIPER hereby covenants that it will not discriminate in favor of such other airline in performing the marketing and support service required by the Affinity Program.

17. Notices.

Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telex, telegram, mailgram or telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to JUNIPER, to:

JUNIPER BANK,
100 S. West St.
Wilmington, DE 19801

Fax No.: *****
Attention: *****

with a copy to:

General Counsel Fax No. *****

If to FRONTIER, to:

Frontier Airlines, Inc.
7001 Tower Road,
Denver, CO 80249

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Fax No.: *****
Attention: *****

with a copy to: General Counsel
Fax No.: *****

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by telex, telegram, mailgram, telecopy or by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ***** or fewer business days, the notice should be sent by hand delivery or telecopy.

18. Assignment.

Any assignment by either party of that party's rights and/or obligations pursuant to the Agreement shall be subject to the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, provided, the assigning party will be responsible for all legal costs and expenses of the non-assigning party relating to the completion of due diligence and documentation required, whether the assignment requires consent or is permitted pursuant to this Section 18 as set forth below. In addition, and notwithstanding the foregoing, JUNIPER may, with the prior written consent of FRONTIER (which may not be unreasonably withheld), (i) assign this Agreement and any of JUNIPER'S rights and obligations, to any federally regulated financial institution upon the condition that the assignee shall assume, either expressly or by operation of law, all of JUNIPER'S rights and obligations, to any federally regulated financial institution upon the condition that the assignee shall assume, either expressly or by operation of law, all of JUNIPER'S obligations hereunder, upon the delivery of prior written notice thereof to FRONTIER; or (ii) assign this Agreement to a corporate affiliate with the necessary resources to undertake JUNIPER'S obligations hereunder or to an entity that merges with JUNIPER or acquires all or substantially all the assets and obligations of JUNIPER, provided in each case that FRONTIER is reimbursed any expense associated with systems changes, if any, necessitated by said assignment. FRONTIER, without prior written notice or consent to JUNIPER, may assign its rights to receive Fees pursuant to this Agreement to a commercial lending institution which provides a credit facility to FRONTIER as collateral security for such credit facility, or to an entity that merges with FRONTIER or acquires all or substantially all of the assets of FRONTIER.

19. Entire Agreement/Amendment.

This Agreement, including exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals,

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understandings, agreements and representations, all of which are merged herein. No amendment or modification of this agreement shall be effective unless it is in writing and executed by all of the parties hereto.

20. Non-Waiver of Default.

The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

21. Severability.

In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

22. Alternate Dispute Resolution.

FRONTIER and JUNIPER hereby waive their rights to resolve disputes through any court proceeding or litigation and acknowledge that all disputes shall be resolved pursuant to this Section, except that equitable relief may be sought pursuant to Section 10 from any court of competent jurisdiction. Both parties represent to the other that this waiver is made knowingly and voluntarily after consultation with and upon the advice of counsel and is a material part of this Agreement.

Any controversy or claim between the parties arising from or in connection with this Agreement or the relationship of the parties under this Agreement whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("**Dispute**"), except claims for equitable relief is sought pursuant Section 10, shall be resolved as follows:

1. Informal Dispute Resolution

(a) Upon written request a duly appointed representative(s) of each party will meet for the purpose of attempting to resolve such Dispute. Should they be unable to resolve the Dispute, the President or a Vice President of FRONTIER will meet with JUNIPER'S Director of Partnership Marketing (the "**Executives**") in an effort to resolve the Dispute. Said meeting shall be in person or by telephone.

(b) The Executives shall meet as often as the parties agree to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

(c) Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of:

- (i) the parties concluding in good faith that amicable resolution through the procedures set forth in subsections (a)-(b) hereof does not appear likely; or
- (ii) the expiration of the ***** period immediately following the initial request to negotiate the Dispute;

provided, however, that this Section will not be construed to prevent a party from instituting formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors or to seek temporary or preliminary injunctive relief. The commencement of a proceeding pursuant to this provision does not relieve a party from the executive consultation requirement contained in this Section.

2. Arbitration.

(a) If the parties are unable to resolve any Dispute as contemplated above, such Dispute shall be submitted to mandatory and binding arbitration at the election of either FRONTIER, on the one hand, and JUNIPER on the other hand (the “**Disputing Party**”). Except as otherwise provided in this Section, the arbitration shall be pursuant to the Code of Procedure of the National Arbitration Forum (“**NAF**”), P.O. Box 50191, Minneapolis, MN 55405, (800) 474-2371.

(b) To initiate arbitration, the Disputing Party shall notify the other party in writing (the “**Arbitration Demand**”) with a copy to the NAF, which shall (i) describe in reasonable detail the nature of the Dispute, (ii) state the amount of the claim, and, (iii) specify the requested relief. Within ***** after the other party’s receipt of the Arbitration Demand, such other party shall file, and serve on the Disputing Party, a written statement (i) answering the claims set forth in the Arbitration Demand and including any affirmative defenses of such party; (ii) asserting any counterclaim, which shall (A) describe in reasonable detail the nature of the Dispute relating to the counterclaim, (B) state the amount of the counterclaim, and (C) specify the requested relief.

(c) If the amount of the controversy set forth in either the claim or counterclaim is less than ***** , then the matter shall be resolved by a single arbitrator selected pursuant to the rules of the NAF.

(d) If the amount of the controversy set forth in either the claim or counterclaim is equal to or exceeds ***** , then the matter shall be resolved by a panel of three arbitrators (the “**Arbitration Panel**”) selected pursuant to the rules of the NAF. Decisions of a majority of the members of the Arbitration Panel shall be determinative.

(e) The arbitration hearing shall be held in Chicago, Illinois. The Arbitrator or Arbitration Panel is specifically authorized in proceeding pursuant to Section (d) to render partial or full summary judgment as provided for in the Federal Rules of Civil Procedure. Unless otherwise agreed by the parties, partial or full summary judgment shall not be available in proceedings pursuant to subsection (c) above. In the event summary judgment or partial summary judgment is granted, the non-prevailing party may not raise as a basis for a motion to vacate an award that the Arbitrator or Arbitration Panel failed or refused to consider evidence

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bearing on the dismissed claim(s) or issue(s). The Federal Rules of Evidence shall apply to the arbitration hearing. The party bringing a particular claim or asserting an affirmative defense will have the burden of proof with respect thereto. The arbitration proceedings and all testimony, filings, documents and information relating to or presented during the arbitration proceedings shall be deemed to be information subject to the confidentiality provisions of this Agreement. The Arbitration Panel will have no power or authority, under the Code of Procedure of the NAF or otherwise, to relieve the parties from their agreement hereunder to arbitrate or otherwise to amend or disregard any provision of this Agreement, including, without limitation, the provisions of this Paragraph.

(f) Should an arbitrator refuse or be unable to proceed with arbitration proceedings as called for by this Section, the arbitrator shall be replaced pursuant to the rules of the NAF. If an arbitrator is replaced after the arbitration hearing has commenced, then a rehearing shall take place in accordance with this Section and the Code of Procedure of the NAF.

(g) At the time of granting or denying a motion of summary judgment as provided for in (e) and within ***** after the closing of the arbitration hearing, the arbitrator or Arbitration Panel will prepare and distribute to the parties a writing setting forth the arbitrator's or Arbitration Panel's finding of facts and conclusions of law relating to the Dispute, including the reasons for the giving or denial of any award. The findings and conclusions and the award, if any, shall be deemed to be information subject to the confidentiality provisions of this Agreement.

(h) The arbitrator or Arbitration Panel is instructed to schedule promptly all discovery and other procedural steps and otherwise to assume case management initiative and control to effect an efficient and expeditious resolution of the Dispute. The arbitrator or Arbitration Panel is authorized to issue monetary sanctions against either party if, upon a showing of good cause, such party is unreasonably delaying the proceeding.

(i) Any award rendered by the arbitrator or Arbitration Panel will be final, conclusive and binding upon the parties and any judgment hereon may be entered and enforced in any court of competent jurisdiction.

(j) Each party will bear a pro rata share of all fees, costs and expenses of the arbitrators, and notwithstanding any law to the contrary, each party will bear all the fees, costs and expenses of its own attorneys, experts and witnesses; provided, however, that in connection with any judicial proceeding to compel arbitration pursuant to this Agreement or to confirm, vacate or enforce any award rendered by the arbitrator or Arbitration Panel, the prevailing party in such a proceeding shall be entitled to recover reasonable attorney's fees and expenses incurred in connection with such proceedings, in addition to any other relief to which it may be entitled.

24. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

FRONTIER AIRLINES, INC.

By: /s/ David Siskowski

Name: DAVID SISKOWSKI

Title: Vice President

JUNIPER BANK

By: /s/ Kevin Kleinschmidt

Name: Kevin Kleinschmidt,

Title: Director of Partnership Marketing

EXHIBIT A

JUNIPER MARKS

- 1) Privacy Champion
- 2) Banking Without a Net
- 3) Now You Have a Champion
- 4) Tree Design – Black on White
- 5) Tree Design – White on Black
- 6) Juniper Financial
- 7) Juniper Bank
- 8) Juniper

FRONTIER MARKS

PRODUCTS

Frontier Product Description – Proposed

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

SCHEDULE D

Juniper Service Levels

(Each measured over a calendar month)

<u>MEASURE</u>	<u>TARGET</u>	<u>DESCRIPTION</u>
*****	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

First Amendment to the Frontier Airlines, Inc Credit Card Affinity Agreement

This First Amendment to the Frontier Airlines Credit Card Affinity Agreement, made this 12th day of March 2003 by and between Juniper Bank (“**Juniper**”) and Frontier Airlines, Inc (“**Frontier**”), amends the Frontier Airlines Credit Card Agreement between the parties dated March 12, 2003 (the “**Agreement**”).

RECITALS:

The parties desire to clarify the manner in which the Credit Card Program is administered.

THEREFORE, the parties agree as follows:

1. FRONTIER agrees to assign a full-time Marketing Coordinator to administer the Co-Branded Credit Card Program (job description attached hereto as Exhibit 1) hereinafter the “**Program Administrator**”).
2. JUNIPER shall pay Frontier monthly as provided on Exhibit 2 hereto, to offset FRONTIER’s expense associated with the Program Administrator, provided that in any month that the Program Administrator position is unfilled for more than *****, JUNIPER shall have no obligation to pay FRONTIER for that month(s). FRONTIER will invoice JUNIPER on a *****.
3. All other terms and conditions of the Agreement shall remain in effect except as expressly modified herein or in another writing signed by both parties. Capitalized terms shall have the same meaning as set forth in the Agreement.
4. This Amendment shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within the State of Delaware.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Intending to be legally bound, the parties have executed this Amendment as of the date set forth above.

JUNIPER BANK

FRONTIER AIRLINES, INC.

[Unsigned]

(Signature)

[Unsigned]

(Signature)

[Unsigned]

(Title)

[Unsigned]

(Title)

[Undated]

(Date)

[Undated]

(Date)

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

EXHIBIT 1
Job Description

PAGE 2
October 13, 2000

PROCESSING SERVICES AGREEMENT

JUNIPER FINANCIAL CORP.
This document is confidential and proprietary and may not be distributed outside of Juniper Financial Corp. Or e-PROFILE, Inc.

EXHIBIT 2
Payment Schedule

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

Fourth Amendment to the Frontier Airlines, Inc. Co-Branded Credit Card Agreement

This Fourth Amendment to the Frontier Airlines, Inc. Affinity Credit Card Agreement, made this 8th day of May 2007 by and between Barclays Bank Delaware, formerly known as Juniper Bank ("**Barclays**") and Frontier Airlines, Inc. (Frontier) further amends the Frontier Airlines, Inc. Credit Card Agreement between the parties dated March 12, 2003. This agreement, as amended by the letter agreement and amendments described below in the Recitals, shall be referred to as the "**Agreement**".

RECITALS:

WHEREAS, Juniper Bank changed its name to Barclays Bank Delaware on May 25, 2006;

WHEREAS, the parties entered into the Agreement (Exhibit 1 hereto) on March 12, 2003;

WHEREAS, the parties entered a letter agreement dated April 1, 2003 regarding the pass through of Volume Incentive of ***** of Net Purchases from ***** (Exhibit 2 hereto)

WHEREAS, the parties entered into a First Amendment to the Agreement in May 2003 (the "**First Amendment**"). Neither of the parties can locate an executed version of the First Amendment and hereby agree to and ratify the terms of the First Amendment attached as Exhibit 3 to this Fourth Amendment; and

WHEREAS, the parties entered into a Second Amendment to the Agreement in April 2005 (the "**Second Amendment**"), a copy of which is attached as Exhibit 4 to this Fourth Amendment; and

WHEREAS, the parties entered into a Third Amendment to the Agreement on March 27, 2006 (the "**Third Amendment**"), but inadvertently titled this Third Amendment as the Second Amendment to the Agreement. A copy of this Third Amendment is attached to this Agreement as Exhibit 5; and

WHEREAS, Frontier and Barclays desire to further amend the Agreement to extend the Term of the Agreement and revise the compensation paid thereunder.

THEREFORE, the parties agree to amend the Agreement as follows:

1. The title of the Third Amendment is deleted and the following is inserted in its place:

Third Amendment to the Frontier Airlines, Inc. Co-Branded Credit Card Agreement
2. The following is Agreement is inserted as Section 1(g1) immediately following Section 1(g):

(g1) "**Designated Association**" and shall have the same meaning as Designated Issuer.

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3. Section 1 (p) of the Agreement is deleted and the following is inserted in its place:

“**Initial Term**” means the period that begins on the Effective Date and ends on December 31, 2014.

4. The following is inserted at the conclusion of Section 3(e):

Effective May 1, 2007, Frontier may, upon ***** written notice, elect to conduct Added Earnings Programs through the event and airport channels provided that: (i) Frontier has demonstrated, to Barclays’s satisfaction, that Frontier is in compliance with Barclays’s reasonable restrictions and requirements for such event channels as required by applicable law and regulations and fraud control, as well as industry standards regarding the security of the applications and privacy of the applicants; (ii) such event channels continue to meet Barclays underwriting and profitability targets; and (iii) the event channels, as operated by Frontier meet volume forecasts established by the Joint Marketing Committee.

5. The following is inserted at the conclusion of Section 4(a):

The Volume Incentive is funded as follows: ***** of Net Purchases by ***** (the “***** **Volume Incentive**”) and ***** of Net Purchases ***** (the “***** **Volume Incentive Contribution**”). Barclays shall pay Frontier the Barclays Volume Incentive Contribution so long as ***** is the Designated Association and without regard to spend thresholds that may be imposed by ***** with regard to the ***** Volume Incentive.

Effective May 1, 2007, Frontier may elect to change the Designated Association provided: (i) it provides Barclays with ***** notice of the election of a new Designated Association; (ii) the selection of a new Designated Association does not cause Barclays to be in breach of any agreements it has with prior Designated Association and (ii) Frontier bears Barclays third party expense related to the change of Designated Associations.

6. Section 5(a) (ii) is deleted and the following is inserted in its place:

Renewal Premiums: For Accounts renewed prior to March 15, 2007, a Renewal Account Premium in the amount equal to ***** of the Annual fee for said Account. By way of example, based on the Annual Fee at launch the Renewal Premiums would be ***** for each Platinum, World Account; ***** for each Standard Account/with fee; and no fee for each Standard, no fee Account. For Accounts renewed on or after March 15, 2007, ***** for each ***** Account for which an annual fee is paid and

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***** for each ***** Account. For the purposes of this Agreement an ***** Account means an Account without an annual fee and ***** and is not: (1) in default (2) ***** past due under the Cardmember Agreement or (3) flagged as lost, stolen, or fraudulent according to Barclays' records.

7. Section 5(a) (iii), as amended by the Second and Third Amendments to the Agreement is deleted and the following is inserted in its place:

Marketing Premiums: For each Account generated for a Prime Applicant prior to March 15, 2007 (as determined by the date the application is submitted to Barclays) as a result of the Added Earnings Program, a Marketing Premium of ***** and for each Near Prime Account generated as a result of an Added Earning Program, a Marketing Premium of *****. For each Account generated for a Prime Applicant on or after March 15, 2007 (as determined by the date the application is submitted to Barclays) as a result of the Added Earnings Program, a Marketing Premium of ***** and for each Near Prime Account generated as a result of an Added Earning Program, a Marketing Premium of *****. Frontier has no obligation to maintain an Added Earnings Program hereunder and may do so in its sole discretion. To the extent Frontier elects to create an Added Earnings Program, the failure to meet any Account goal established for such an Added Earnings Program shall not be deemed a breach of this Agreement.

8. The introductory paragraph to Section 5(b) is deleted and the following is inserted in its place:

Bonus Mile Fees and Purchase Mile Fees: Prior to March 15, 2007, Barclays shall pay a Purchase Mile Fee to Frontier equal to ***** for each Purchase Mile and a Bonus Mile Fee of either ***** for each Bonus Mile awarded to an Account for which the New Account Premium is paid, or (2) ***** for each Bonus Mile awarded to an Account for which the Marketing Premium is paid. On or after March 15, 2007, Barclays shall pay a Purchase Mile Fee to Frontier equal to ***** for each Purchase Mile and a Bonus Mile Fee of ***** for each Bonus Mile. The Purchase Mile Fees and Bonus Miles Fees are inclusive of taxes, ***** Purchase Miles and Bonus Miles shall be awarded as follows:

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9. The following is added to the Agreement as new Section 7 (g):

Effective April 1, 2007, Frontier and Barclays shall establish a Joint Marketing Committee, to be comprised of an equal number of members from each party and to include, at a minimum, the Frontier program administrator and the Barclays Program manager. Each party may change its representatives to the Joint Marketing Committee by providing notice thereof to the other party. The committee shall meet quarterly, with at least two meetings per Contract Year being in person, to discuss Program results, marketing programs and other key matters. The Joint Marketing Committee shall each year agree on a Marketing Plan as set forth in sub-section (e) above.

10. The following is added to the Agreement as new Section 7A, following Section 7:

7A. Cross Sell Opportunities. Barclays shall use commercially reasonable efforts to provide Frontier with opportunities to cross sell Frontier products and services, but not the Credit Card, to Barclays non-Program cardholders in the billing statements and, to the extent approved by another Barclays partner, customer statements of the Cardmembers in that partner's program. Frontier acknowledges that inclusion of inserts in any mailing is subject to reasonable space, weight, size, content, and scheduling restrictions. In the event that Frontier inserts increase the postal expense incurred by Barclays to mail statements with such inserts, then Barclays shall inform Frontier in advance and, provided Frontier agrees to reimburse Barclays for such incremental postage expense, Barclays will use reasonable efforts to include such insertion in the statement mailing, or, if not approved or otherwise feasible, in the next available statement mailing. Frontier shall bear the cost of preparing and producing the actual insert. Barclays shall have the right to review and approve of all inserts, with such approval not to be unreasonably withheld, delayed or conditioned. Frontier acknowledges that with respect to any cross sell opportunities involving third parties (e.g. the Association or other Barclays partners) Barclays will use commercially reasonable efforts to obtain the cooperation or permission of such third party, but that the third party's participation or approval remains in that third party's sole discretion.

11. Section 15. (a) is deleted and the following is inserted in its place:

This Agreement shall become effective on the date executed and delivered by the parties and shall continue for the Initial Term.

12. The following is added to the Agreement as new Section 15 (c):

(c) (i) In the event of a Change of Control of Barclays, Frontier shall have the option to cause Barclays to sell its remaining interest in this Agreement together with the Portfolio pursuant to the process set forth in Section 15A(i). below.

(ii) In the event that any material change in any applicable law, operating rule or regulation, or any material change in any operating rule, applicable interchange rate or regulation of MasterCard has a financial impact (by reducing income or increasing expenses) that renders the continued performance of this Agreement under the then current terms and conditions unduly burdensome, as determined in the sole discretion of Barclays, then Barclays shall have the right to terminate this Agreement ***** advance written notice, or such earlier date if required by applicable law, rule or regulation, provided that first Barclays and Frontier meet in good faith to renegotiate this Agreement to ameliorate the financial impact of said change. In the event the discussions fail to produce a revised agreement, such written notice shall include a detailed explanation and evidence of the burden imposed as a result of such change.

13. The following is added to the Agreement as new Section 15A.

15A Portfolio Purchase Option

(i) If this Agreement is terminated other than by Barclays pursuant to Sections 15(b) or 15(e), or pursuant to Section 15(d) based on the status of Frontier, then Frontier shall have the option (the “**Purchase Option**”) to purchase or arrange for the purchase of all of the Accounts and the aggregate indebtedness under such Accounts, excluding any Accounts that have been previously written off by Barclays (for purposes of this Section 15A, the “**Portfolio**”) for a purchase price equal to the fair market value of the Portfolio, as determined below;

(ii) Exercise of Purchase Option. Frontier may exercise the Purchase Option by giving written notice (the “**Exercise Notice**”) to Barclays not later ***** prior to the date of termination if termination occurs pursuant to Section 15(a), or, not later than ***** after the date of termination for any termination event (other than natural expiration) that triggers the Purchase Option (the “**Post Termination Option Period**”). Within ***** prior to expiration of the Agreement or ***** after the date of termination for any termination event (other than natural expiration) that triggers the Purchase Option Barclays will provide portfolio data as requested by Frontier, necessary for Frontier to evaluate the exercise of the Purchase Option. If Frontier fails to timely deliver the Exercise Notice as provided herein, then the Purchase Option shall expire. Barclays shall continue to operate the Program (including servicing, managing and administering Accounts and Cardholders and paying all Sales Fees and other fees owed to Frontier, under the terms of this Agreement) through the Post

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Termination Option Period and, if the Purchase Option is exercised, through the date the Portfolio is purchased, as if this Agreement had not been terminated. During the Post Termination Option Period, Barclays will maintain the Accounts at the pre-termination level and not remove Accounts from the portfolio except for cause.

(iii) Determination of Fair Market Value. For purposes of this Section 15, the fair market value (“**FMV**”) of the Portfolio shall be, as of the date of such determination. The appraisers shall be given the following instructions for preparing their valuations:

1. The entire pre-charged off (amounts which are not yet deemed uncollectible under Barclays then standard operating procedure) amount of Credit Card Portfolio accounts must be purchases;
2. Assume *****
3. Assume *****;
4. Assume *****

The process for determining the FMV shall be as follows:

(A) Negotiations. For a period of ***** (the “**Mutual Agreement Period**”) after receipt of the Exercise Notice, the parties shall meet in good faith to attempt to agree on the FMV. If the parties are able to agree upon the FMV, such agreed upon value shall constitute the Portfolio purchase price.

(B) Appraisal Process. In the event the parties are not able to agree on the FMV within the Mutual Agreement Period, Frontier and Barclays shall within ***** business days of the conclusion of the Mutual Agreement Period jointly and mutually agree upon the selection of an independent valuation or appraisal firm of national standing recognized as having the capability to appraise credit card portfolios within the credit card industry and must have had significant recent experience in performing such appraisals of the kind, size and nature of the Portfolio. If Frontier and Barclays are unable to jointly and mutually agree as to such firm, then each of Frontier and Barclays will select such a firm, and the two firms selected shall, within ***** business days, select a third such firm. Such firm(s) will determine the FMV, *provided, however*, that if three such firms are selected as described above, then the highest and lowest determinations of FMV made by two of the three firms will be discarded and the remaining determination will be the FMV. Within ***** of its or their

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engagement, the appraisal firm (or firms) shall send to each of Frontier and Barclays the determination of the FMV, along with such documents and calculations (including the methodology used) that reasonably support the determination, and such determination shall constitute the Portfolio purchase price. Each firm utilized shall (1) execute a confidentiality and non-disclosure agreement in a form reasonably satisfactory to the parties, and (2) agree to complete the appraisal of the Portfolio in accordance with this Section and within the time frames set forth herein. Barclays agrees that within ***** of selection of the independent firms, it will provide all data to the independent firms necessary for these firms to determine the FMV.

(iv) In the event this Agreement is terminated pursuant to Section 15 (c) (1), the FMV, as determined above shall be increased by adding the percentage of credit card receivables ("Receivables") as determined below:

Date of Termination	Percent of Receivables added to FMV
April 1, 2007-Dec. 31 2008	*****
2009	*****
2010	*****
2011	*****
2012	*****
2013	*****
2014	*****

(v) Portfolio Conversion: If Frontier exercises the Purchase Option, the entire Portfolio of Accounts (including all Accounts all pre-charge-off and delinquent accounts) shall be purchased pursuant to a purchase and sale agreement, which terms: (1) shall establish a purchase price as determined in accordance with Section 15 (iii) or (iv), as applicable; and (2) shall establish a purchase date that allows Barclays, upon the exercise of commercially reasonable efforts in regard thereto, to remove the Accounts and associated indebtedness from any applicable loan or asset securitization arrangement. In addition to the amounts specified above, Frontier will pay interim processing fees to Barclays that are reasonable and customary in the industry based upon Barclays' servicing expenses.

(vi) Continued Payment of Fees. Unless and until Frontier exercises its Purchase Option, Barclays shall pay Frontier in immediately available funds amounts due under the Agreement due Frontier through the expiration of the Purchase Option.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

14. The following is added as new Section 25, to follow Section 24:
 Frontier shall give Barclays the right of first offer to provide other banking products to Frontier Members, including without limitation, other Barclays products and services including other payment card products including private label cards, corporate cards, or debit cards regardless of whether such products include the Marks or participate in the Loyalty Program. Provided that Frontier may, to the extent Barclays does not or cannot offer a product that is economically competitive to Frontier or does not provide competitive functions, features, and support, pursue relationships with other financial institutions for the development and addition of such financial products. Regardless of the foregoing, Barclays agrees Frontier may provide gift and stored value cards to Frontier Members without using Barclays banking products or services.
15. Barclays shall, within five business days of execution of this Fourth Amendment, pay Frontier, by wire transfer, a one time bonus of ***** as a signing bonus.
16. All other terms and conditions of the Agreement shall remain in effect except as expressly modified herein or in another writing signed by both parties. Capitalized terms shall have the same meaning as set forth in the Agreement
17. This Amendment shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within the State of Delaware.
18. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Intending to be legally bound, the parties have executed this Amendment as of the date set forth above.

BARCLAYS BANK DELAWARE formerly known as JUNIPER BANK

FRONTIER AIRLINES, INC.

/s/ [Authorized Signatory]
 (Signature)

/s/ John Happ
 (Signature)

Senior Director, Segment Marketing
 (Title)

Senior V.P., Marketing & Planning
 (Title)

May 10, 2007
 (Date)

May 9, 2007
 (Date)

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

Sixth Amendment to the Frontier Airlines, Inc. Co-Branded Credit Card Agreement

This Sixth Amendment to the Frontier Airlines, Inc. Affinity Credit Card Agreement, made this 9th day of September 2009 by and between Barclays Bank Delaware, formerly known as Juniper Bank ("**Barclays**") and Frontier Airlines, Inc. ("**Frontier**") further amends the Frontier Airlines, Inc. Credit Card Agreement between the parties dated March 12, 2003. This agreement, as amended by the letter agreement and amendments described below in the Recitals, shall be referred to as the "**Agreement**".

RECITALS:

WHEREAS, the parties entered into the Agreement (Exhibit 1 hereto) on March 12, 2003;

WHEREAS, the parties entered a letter agreement dated April 1, 2003 regarding the pass through of Volume Incentive of ***** (Exhibit 2 hereto).

WHEREAS, the parties entered into a First Amendment to the Agreement in May 2003 (the "**First Amendment**"). Neither of the parties can locate an executed version of the First Amendment and hereby agree to and ratify the terms of the First Amendment attached as Exhibit 3 to this Agreement; and

WHEREAS, the parties entered into a Second Amendment to the Agreement in April 2005 (the "**Second Amendment**") a copy of which is attached as Exhibit 4 to this Agreement; and

WHEREAS, the parties entered into a Third Amendment to the Agreement on March 27, 2006 (the "**Third Amendment**") but inadvertently titled this Third Amendment as the Second Amendment to the Agreement. A copy of this Third Amendment is attached to this Agreement as Exhibit 5; and

WHEREAS, the parties entered into a Fourth Amendment to the Agreement in May 2007 (the "**Fourth Amendment**"), a copy of which is attached as Exhibit 6 to this Agreement; and

WHEREAS, the parties entered into a Fifth Amendment to the Agreement in May 2007 (the "**Fifth Amendment**"), a copy of which is attached as Exhibit 7 to this Agreement; and

WHEREAS, on April 10, 2008, Frontier and certain of its affiliated companies commenced Chapter 11 cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Southern District of New York (the "**Bankruptcy Court**"), which cases are being jointly administered under Chapter 11 Case No. 08-11298 (RDD).

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

WHEREAS, Frontier and Barclays desire to further amend the Agreement to extend the Term of the Agreement and revise the compensation paid thereunder.

THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1(p) of the Agreement is deleted and the following is inserted in its place:

“**Initial Term**” means the period that begins on the Effective Date and ends on December 31, 2017, except as otherwise provided herein.

2. The following shall be inserted as new Section 3(f):

“(f) Frontier shall, at a minimum, maintain the same level of marketing of the program as it did on July 1, 2009 and, in addition, shall ***** of the effective date of the Sixth Amendment commence marketing in its choice of the following marketing channels provided that the total Projected Channel Value *****:

<u>Account Channel</u>	<u>Projected Channel Value*</u>
*****	*****
*****	*****
*****	*****
*****	*****
*****	*****

* Projected Channel Value is an assigned value and not a representation of performance of the particular channel.

3. The following is added to the end of Section 4(a):

“Upon Frontier entering into an agreement with ***** for the payment of all or part of the Volume Incentive, Barclays agrees it will continue to fund the Volume Incentive so that the combined Volume Incentive under this Agreement and the ***** is equal to *****, provided Barclays will not be required to fund ***** of the combined Volume Incentive.”

4. The following is inserted as new Section 5A immediately following Section 5:

5A. PRE-PURCHASE OF MILES

5A.1 Pre-Purchase of Miles. Barclays will pre-purchase Miles in an amount totaling ***** (together with pre-purchased miles otherwise acquired hereunder, the “**Pre-Purchased Miles**”) and wire such funds to Frontier upon the satisfaction of the following conditions (“**Closing Conditions**”): (i) Unrestricted Cash shall be equal to or greater than *****; (ii) assumption of this Agreement, as amended, in the Frontier Bankruptcy by final non-appealable order; and (iii) the effective

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date of Frontier's Plan of Reorganization after confirmation of the Plan by non-appealable order. The price for each Pre-Purchased Mile shall be *****.

5A.2 Use of Pre-Purchased Miles. Barclays shall use the Pre-Purchased Miles to ***** in the manner and in accordance with the following terms and conditions. In addition, Frontier shall pay interest on ***** as set forth below.

5A.2.1 Payment with Pre-Purchased Miles. Commencing in October, 2009 and in each month thereafter that Barclays holds Pre-Purchased Miles, it shall compensate Frontier for fees earned hereunder with Pre-Purchased Miles pursuant to the following process: *****. For avoidance of doubt, the reporting and use of Pre-Purchased Miles as payment in lieu of cash shall occur within the time frames established in Section 5.

5A.2.2 Interest Payments. Commencing on the ***** of the calendar month following the Pre-Purchase Date, and continuing on the ***** of each calendar month, except for the month of February where the interest payment shall be due *****, so long as any Pre-Purchased Miles remain outstanding, Frontier will pay Barclays interest accruing *****. Unless otherwise agreed, Barclays *****

5A.3 Subsequent Monthly Purchase. Commencing in November, 2009, or the first day of the month following the pre-purchase of miles set forth in Section 5A.1 ***** (each a "**Subsequent Purchase**"). ***** shall mean the outstanding dollar amount of ***** held by Barclays on any given measurement date. Each Subsequent Purchase shall occur no later than the ***** following the month in which ***** are measured (the "**Subsequent Purchase Date**"). Prior to ***** (the "**Repurchase Commencement Date**"), in each month in which the ***** are not met, the Cap shall be reduced by *****. Commencing on the Repurchase Commencement Date, the Cap shall be reduced by ***** each month until such time no Pre-Purchased Miles remain outstanding. In the event that the average monthly fees earned during a calendar quarter hereunder are less than ***** (the "**Shortfall Payment**") on or before the ***** following the end of the particular quarter. For purposes of this Agreement, the "**Initial Cap**" shall be ***** and the Cap will reduce accordingly as set forth above. Subsequent Purchases that occur in February shall occur on the later of ***** pursuant to Section 13(b). In the event that the monthly fees due to Frontier materially increase, Barclays agrees to in good faith, consider an increase in the Cap.

5A.3.1 ***** Barclays's obligations to make a Subsequent Purchase each month pursuant to Section 5A.3 will only arise upon and are subject to the satisfaction or waiver of *****.

- (i) Frontier's Unrestricted Cash shall be equal to or greater than *****.

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- (ii) No ***** has occurred in and is continuing as of the last day of the month being measured, as determined following expiration of applicable cure, grace, or dispute periods.
- (iii) No ***** occurred in and is continuing as of the last day of the month being measured, as determined following expiration of applicable cure, grace, or dispute periods.
- (iv) No merger of Frontier has occurred provided that merger as used in this sub-section does not include a merger with Republic Airways Holdings, Inc., or its subsidiaries (collectively “**Republic**”) or a merger that is the result of an internal restructuring of Republic.
- (v) Frontier shall have complied with the reporting requirements set forth in Section 13(b) for the month being measured.”

5A.4 Prepayment. Frontier may repurchase all or any of the Pre-Purchased Miles at any time, or from time to time, without penalty or premium. Any prepayment shall include accrued interest, if any, in accordance with Section 5A.2.2

5A.5 Acceptance of Payment with Pre-Purchased Miles. Frontier agrees to *****.

5A.6 Other Uses of Pre-Purchased Miles. Barclays may use Pre-Purchased Miles for purposes other than as set forth in Sections 5A.2 through 5A.6, subject to Frontier’s approval of these other uses, which approval shall not be unreasonably withheld. If Frontier has not met ***** under 5A.3.1 above, Frontier’s approval of other uses is not required. Frontier shall provide commercially reasonable methods to redeem these Pre-Purchased Miles (e.g., mileage certificates or assignment to FF Accounts) to facilitate the use of the Pre-Purchased Miles by Barclays and/or the recipient of said Pre-Purchased Miles. This obligation shall survive termination of this Agreement. If Barclays uses Pre-Purchased Miles pursuant to the Section 5A.6, Barclays shall provide monthly reports detailing the use of such Pre-Purchased Miles. The Pre-Purchased miles Barclays uses under this Section 5A.6 during any month will be deducted from the Cap and included in calculating Unused Pre-Purchased Miles under Section 5A.3 above.

5A.7 Transportation Tax. ***** , as set forth in Section 5(b), shall *****.”

5. The definition of Suspension Event set forth in Section 6(b)(i) through (iv) is deleted and the following inserted in its place:

- (i) The average Passenger Enplanements (“**PE**”) for the ***** , for which Frontier has reported data declines ***** from the average PE ***** . Passenger Enplanements will include passengers flown

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on Frontier flights operated by Lynx Aviation, Inc., Republic Airways Holdings, Inc. or its subsidiaries; or other carriers operating flights for Frontier under a codeshare; capacity purchase agreement, or similar type agreements;

- (ii) The average number of Active Frequent Flyers for the ***** for which Frontier has reported data declines ***** from the number of Active Frequent Flyers *****. Active Frequent Flyers shall mean a Frontier Member that has flown on a Frontier flight or used their Account *****.
- (iii) Frontier fails to maintain a frequent flyer program that is as competitive on a relative basis in the then current marketplace as the EarlyReturns Program is as of July 1, 2009 based on domestic award levels and domestic mileage earning capability, provided that Barclays provides notice of the failure to maintain the frequent flyer program which will commence a ***** period during which Frontier may cure the deficiency, including notice in reasonable detail and with backup information for why and how Barclay's believes the frequent flyer program is not adequately competitive;
- (iv) Frontier becomes subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings, and for which Barclays does not terminate pursuant to Section 15(d) below;"

6. Section 13(b) of the Agreement is deleted and the following inserted in its place:

"(b) Frontier shall make available to Barclays the following reports: (i) annual audited financial statements ***** after the end of each fiscal year and unaudited quarterly financial statements ***** after the end of each fiscal quarter; provided that the filing of such reports on a segment reporting basis in a format consistent with Securities Exchange Commission ("SEC") standards as part of the Republic Airways Holdings filings on EDGAR shall satisfy the delivery obligations hereunder; (ii) annual financial plans and monthly projections for the following year as soon as practicable after preparation thereof in the ordinary course of business but in no event later than ***** of each year; (iii) monthly income statements and balance sheet results ***** following the close of each month; (iv) ***** after the end of each month, a monthly attestation from Frontier that ***** were met as of the end of the then ended month and to include a statement of the month end ***** and rolling ***** EBITDA for the then ended month; and (v) Monthly certificate of compliance with Section 6(b) including reporting of Active Frequent Flyers and Passenger Enplanements as well as the baseline Active Frequent Flyers and baseline Passenger Enplanements ***** following the end of each month. In addition, Frontier agrees to make available an appropriate person for monthly or quarterly calls, as determined by Barclays, with Barclays Chief Financial Officer and/or Chief Risk Officer; provided that each month or quarter Barclays desires to have such a call, it will provide Frontier with prior notice."

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7. The following is added to the Agreement as new Section 25.

“25. Merchant Acquirer,

- (a) Barclays shall ***** of the effective date of the Sixth Amendment provide Frontier with a commercially reasonable merchant acquiring proposal (the “**MA Proposal**”) along with a plan to implement such program ***** of the effective date of the Sixth Amendment. Barclays shall ***** of the effective date of this Agreement, implement for Frontier a commercially reasonable merchant acquiring solution (the “**MA Solution**”). The MA Solution shall be selected so long as it is Competitive in the marketplace. “Competitive” as used herein is based on a combination of pricing and offers received from other providers in a commercially reasonable RFP process. Barclays ***** Moreover, to the extent that the MA Solution is not equal to or better than the Competitive Proposal, Frontier shall communicate to Barclays as much information as it can under the restrictions in any confidentiality agreements with other providers. Based on such communication, Barclays shall be afforded the opportunity to re-propose in an attempt to improve its offer. If the Barclays MA Solution on a Combined or standalone basis, as appropriate, is still not Competitive, Frontier shall have the right to terminate this Agreement without Penalty, provided: (i) Frontier presents ***** of its intent to terminate, said notice to be provided *****; and (ii) the date of the notice in sub-section (i) shall be deemed the Repurchase Commencement Date for the purposes of Section 5A.3. If Barclays fails to provide a good faith MA Solution, the initial Term of this Agreement will revert back to the original date of ***** , provided the Repurchase Commencement Date shall become ***** . If Barclays provides a good faith MA Solution and Frontier selects a standalone acquiring solution instead of the MA Solution, the terms of this Agreement as amended by the Sixth Amendment will remain in effect.
- (b) The parties acknowledge that the intent of the Pre-Purchase of Miles is to provide liquidity to Frontier while the Parties develop the MA Solution. In the event the Parties enter into an agreement for the MA Solution, unless otherwise agreed, Frontier shall repurchase the Pre-Purchased Miles ***** of the effective date of the MA Solution Agreement provided the MA Solution releases funds from Frontier’s then existing holdback by

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an amount equal to or greater than the then current Cap amount under this Agreement. The Parties further acknowledge that if the impact of hold back is ameliorated by Frontier electing to participate in an industry wide initiative or other mechanism, Frontier's right to terminate pursuant to this Section 25 shall be deemed waived."

8. All other terms and conditions of the Agreement shall remain in effect except as expressly modified herein or in another writing signed by both parties. Capitalized terms shall have the same meaning as set forth in the Agreement.
9. This Amendment shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within the State of Delaware.
10. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Intending to be legally bound, the parties have executed this Amendment as of the date set forth above.

BARCLAYS BANK DELAWARE

FRONTIER AIRLINES, INC.

/s/ [Authorized Signatory]

(Signature)

/s/ [Authorized Signatory]

(Signature)

Managing Director

(Title)

SVP & CFO

(Title)

September 9, 2009

(Date)

September 9, 2009

(Date)

**NINTH AMENDMENT TO THE FRONTIER AIRLINES, INC
CREDIT CARD AGREEMENT**

THIS NINTH AMENDMENT (this "Amendment") to the Frontier Airlines, Inc. Credit Card Agreement is made and entered into as of November 5, 2013 by and among Barclays Bank Delaware, formerly known as Juniper Bank ("Barclays"), and Frontier Airlines, Inc. ("Frontier").

WHEREAS, Barclays and Frontier entered into the Frontier Airlines, Inc., Credit Card Affinity Agreement on March 12, 2003, which agreement has been supplemented by a letter agreement dated April 1, 2003 and amended by eight amendments (as so supplemented and amended, the "Agreements");

WHEREAS, Falcon Acquisition Group, Inc., a Delaware corporation (the "Buyer"), has entered into an agreement to acquire all of the capital stock of Frontier Airlines Holdings, Inc., the parent corporation of Frontier, from Republic Airways Holdings Inc. ("Republic"), the closing of which acquisition (the "Transaction Closing") is anticipated to occur in December 2013;

WHEREAS, upon the occurrence of the Transaction Closing, and pursuant to the terms of the Mutual Release and Removal of Parties from Frontier Airlines, Inc. Credit Card Affinity Agreement entered into as of November 5, 2013 among Barclays, Frontier, Republic, YX Properties, LLC ("YX") and Midwest Airlines, Inc. ("Midwest"), YX, Midwest and Republic shall cease to be parties to the Agreement and Republic shall be released from its obligations under the Agreement;

WHEREAS, Barclays and Frontier desire to adopt further amendments to the Agreement, which amendments shall be effective on a prospective basis from and after the date on which the Transaction Closing occurs (the "Transaction Effective Date"), all in accordance with the further terms and conditions set forth below; and

WHEREAS, capitalized terms used herein and not otherwise herein defined are used as defined in the Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Initial Term. Effective as of the Transaction Effective Date, the text of Section l(p) of the Agreement is deleted and the following is inserted in its place:

"Initial Term" means the period that begins on the Effective Date and ends on December 31, 2020."

2. Pre-Purchased Mileage Facility. Effective as of the Transaction Effective Date, Section 5A of the Agreement is deleted and the following new Section 5A is inserted in its place:

“5A Pre-Purchased Mileage Facility.

5A.1 Pre-Purchased Miles Facility. On the Transaction Effective Date, Barclays will establish and implement a Pre-Purchased Miles facility (the “Facility”) pursuant to which Barclays will pre-purchase Purchase Miles (“Pre-Purchased Miles”). Subject to, and adjusted as contemplated by, the further terms of this Section 5A, the target size of the Facility (the “Target Size”) will be *****. The initial amount of the Facility will be *****. The amount of the Facility will be reset for the then current calendar year on ***** and on each ***** thereafter during the Initial Term through and including ***** (each, an “Annual Reset Date”). The Facility will initially be funded by the purchase by Barclays on the Transaction Effective Date of the number of Pre-Purchased Miles equal to the difference between ***** and the value (valued at ***** per Pre-Purchased Mile) of the number of Pre-Purchased Miles previously purchased by Barclays pursuant to the terms of this Agreement which are unused and outstanding on the Transaction Effective Date. The price for each Pre-Purchased Mile purchased by Barclays pursuant to any provision of this Section 5A shall be *****. Barclays obligation to purchase additional Pre-Purchased Miles on the Transaction Effective Date or in respect of any Annual Reset Date or Semi-Annual Reset Date (as defined below) pursuant to this Section 5A shall be conditioned upon the Conditions Precedent (as defined below) being satisfied on such date. If the Conditions Precedent are not satisfied on any such date then, notwithstanding any other provision of this Section 5A, the Target Size of the Facility will not be subject to increase but may be reduced as provided in Section 5A.1.1, 5A.1.2 or 5A.1.3.

5A.1.1 A forecast of Revenue Share for each calendar year during the Initial Term ***** for purposes of determining the Target Size for such year, will be developed jointly by Barclays and Frontier on or before ***** and each ***** thereafter through *****. In the event Barclays and Frontier do not agree on any such forecast (such agreement not to be unreasonably withheld or delayed by either party), an annualized amount based upon the actual Revenue Share for the months of July through December of the immediately preceding calendar year will be used for calculating the Target Size for the new calendar year. If the Target Size is larger than (a) ***** on ***** or (b) the Target Size for the prior year on ***** or on any ***** thereafter through *****, Barclays will increase the Target Size of the Facility to the amount of the forecasted Revenue Share for such year by ***** of such year by means of the purchase of additional Pre-Purchased Miles. If the Target Size is less than (i) ***** on ***** or (ii) the Target Size for the prior calendar year on ***** or on any ***** thereafter through ***** the Facility will be reduced to the new Target Size following the annual review process by amortizing the amount of the reduction equally over the ***** of such year by deducting such reduction amounts from monthly Revenue Share amounts otherwise due to Frontier under this Agreement.

5A.1.2 If on ***** the annualized Revenue Share for the year, calculated based upon the actual Revenue Share for the ***** of the year (the “Annualized Run Rate”), is projected to be ***** or more below the Target Size set for such year, Barclays shall recover the amount in excess of the ***** deficiency, and the Target Size will be reduced, ***** of Revenue Share amounts

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otherwise due to Frontier under this Agreement. If on ***** the Annualized Run Rate for the year is projected to be ***** or more above the Target Size for such year, Barclays shall increase the Target Size by the amount of the Revenue Share in excess of the ***** overage. The increase in the amount of the Facility will be accomplished by means of the purchase of additional Pre-Purchased Miles by Barclays on or before *****.

5A.1.3 If on ***** or on each ***** thereafter through ***** the Annualized Run Rate for the year is projected to be ***** or more below the Target Size set for such year, Barclays shall recover the amount in excess of the ***** deficiency, and the Target Size will be reduced, in ***** of Revenue Share amounts otherwise due to Frontier under this Agreement. If on ***** or on any ***** thereafter through ***** the Annualized Run Rate is projected to be ***** or more above the Target Size for such year, Barclays shall increase the Target Size by the amount of the Revenue Share in excess of the ***** overage. The increase in the amount of the Facility will be accomplished by means of the purchase of additional Pre-Purchased Miles by Barclays on or before ***** of the applicable year.

5A.1.4 Notwithstanding the foregoing provisions of this Section 5A, the maximum Target Size of the Facility will be *****. If actual Revenue Share payable to Frontier pursuant to this Agreement has exceeded ***** on any rolling consecutive ***** during the Initial Term and the Conditions Precedent shall have been continually satisfied during such period, Barclays will employ commercially reasonable efforts to resize the Facility based on the overall attributes of the Frontier business at the time.

5A.2 Use of Pre-Purchased Miles. Barclays shall use the Pre-Purchased Miles to compensate Frontier for fees otherwise earned hereunder in the manner and in accordance with the following terms and conditions. In addition, Frontier shall pay interest on the value of the outstanding Pre-Purchased Miles as set forth below.

5A.2.1 In each month that Barclays holds Pre-Purchased Miles, it shall compensate Frontier for fees earned hereunder with Pre-Purchased Miles pursuant to the following process: *****. For the avoidance of doubt, the reporting and use of Pre-Purchased Miles as payment in lieu of cash shall occur within the time frames established in Section 5.

5A.2.2 On the ***** calendar day of each calendar month, except for the month of ***** where the interest payment shall be due ***** , so long as any Pre-Purchased Miles remain outstanding, ***** . Unless otherwise agreed, ***** . For purposes of this Agreement, "Adjustable Rate" for Miles purchased up to ***** shall mean the ***** . For purposes of this Agreement, "Adjustable Rate" for miles purchased above ***** shall mean the ***** . "Interest Period" shall mean for any calendar month during the Initial Term, ***** . The monthly calculation will be as follows: ***** .

5A.3 Subsequent Monthly Purchases.

5A.3.1 Commencing in the first full calendar month following the month in which the Transaction Effective Date occurs and thereafter for each calendar month through ***** , provided that in each such month the Conditions Precedent are satisfied, Barclays shall purchase

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additional Pre-Purchased Miles in an amount *****. Each Subsequent Purchase shall occur no later than the ***** of the month following the month in which the Conditions Precedent are measured or ***** after the receipt of the Officer Certificates due pursuant to Section 13(b) (each a “Subsequent Purchase Date”); provided that Subsequent Purchases that occur in ***** shall occur on the later of ***** or ***** after receipt of the Officer Certificates due pursuant to Section 13(b).

5A.3.2 No Subsequent Purchase shall be made pursuant to Section 5A.3.1 with respect to any month in which the Facility is increased pursuant to Section 5A.1.1, 5A.1.2 or 5A.1.3.

5A.3.3 Prior to ***** (the “Repurchase Commencement Date”), in each month in which the Conditions Precedent are not satisfied, the Facility will be reduced by ***** of the Facility as measured in the ***** in which the Conditions Precedent were not satisfied (the “Reduction”). For avoidance of doubt, it is the intent that the size of the Reduction shall be fixed on the first measuring date and shall not be recalculated monthly.

5A.3.4 In the event the Facility is reduced pursuant to Section 5A.3.3 because of a failure of any Condition Precedent to be satisfied, and all Conditions Precedent are subsequently satisfied for three (3) consecutive months and it is prior to the Repurchase Commencement Date, then, subject to Section 5A.3.7, the Facility shall be ***** 1.1, 5A.1.2 or 5A.1.3. Until and unless the Facility is returned to the level prescribed in this Section 5A.3.4, no increases will be made to the Target Size of the Facility under Section 5A.1.1, 5A.1.2 or 5A.1.3.

5A.3.5 Commencing on the Repurchase Commencement Date, the Facility will be reduced by ***** of the Facility as measured on the Repurchase Commencement Date each month until such time as no Pre-Purchased Miles remain outstanding (the “Buy Down Reduction”). Any reduction in the Facility will be offset against Revenue Share otherwise payable to Frontier, at the value of ***** per reduced Pre-Purchased Mile. However, in the event that the Revenue Share earned during a calendar month hereunder is less than the Reduction or Buy Down Reduction, as applicable, then Frontier shall for each such month pay Barclays the *****.

5A.3.6 As used herein, “Unused Pre-Purchased Miles” shall mean the outstanding dollar amount of the Pre-Purchased Miles held by Barclays on any given measurement date.

5A.3.7 The parties acknowledge and agree that in the event the Facility is in the process of being reduced to its currently effective Target Size pursuant to Sections 5A.1.1, 5A.1.2 or 5A.1.3, the Reduction contemplated by this Section 5A.3 shall control and take precedence over the reductions contemplated by any of Sections 5A.1.1, 5A.1.2 or 5A.1.3, and the Facility shall be reduced monthly solely by the Reduction; provided, that, in the event that in any month a Reduction payment is no longer required under this Section 5A.3 because the Conditions Precedent have been met for the period of time required hereunder and the Facility has not yet been reduced to the currently effective Target Size, then the reduction payments contemplated by Sections 5A.1.1, 5A.1.2 or 5A.1.3 shall be made until the currently effective Target Size is reached, such reduction payments to be amortized over the remaining months prior to the next Annual Reset Date or Semi-Annual Reset Date, as applicable.

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5A.4 Conditions Precedent. Barclays' obligation to make any purchase of Pre-Purchased Miles pursuant to this Section 5A will only arise upon and is subject to the satisfaction or waiver of the following conditions (the "Conditions Precedent") each month prior to the month in which any such purchase of additional Pre-Purchased Miles is to be made:

(i) Frontier shall maintain Unrestricted Cash at the levels described in the matrix set forth below (measured at the end of each month), provided that if Frontier fails to meet the Unrestricted Cash level in any applicable month, Frontier must then also meet the EBITDAR coverage ratio level set forth below. Failure to meet both tests shall be deemed a failure to meet the Conditions Precedent. Further provided that if Frontier fails to maintain the applicable Unrestricted Cash threshold in successive months, the EBITDAR test shall not apply in the second month and the failure to maintain the Unrestricted Cash shall be deemed a failure of the Conditions Precedent regardless of the level of EBITDAR:

*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****	*****

If Unrestricted Cash falls below the agreed upon level set forth in the foregoing matrix, then the EBITDAR, defined as earnings before interest, taxes, depreciation, amortization and rent (excluding any non-cash, non-operating expense) measured on *****. An example of the EBITDAR coverage ratio calculation, is set forth on Schedule 3.

As used herein, the term "Unrestricted Cash" means the sum of cash, cash equivalents, short-term investments and available for sale securities (in each case unrestricted) maintained by Frontier as depicted on its balance sheet; the term "Principal Interest & Rent" means amounts due in respect of borrowed money or leases of assets; and all other terms are defined as they are under generally accepted accounting principles ("GAAP").

(ii) No Suspension Event has occurred in and is continuing as of the last day of the month being measured, as determined following expiration of applicable cure, grace or dispute periods.

(iii) Frontier shall not be in default of any indebtedness for borrowed money in excess of ***** (in the aggregate), which default is continuing as of the last day of the month being measured, as determined following expiration of applicable cure, grace or dispute periods.

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(iv) No Business Combination (as defined in Section 26) to which Frontier is a party, or to which it is subject as a direct or indirect subsidiary, or any other merger to which Frontier is a party, has been approved by the board of directors and/or shareholders of Frontier, Frontier's ultimate parent or any of their respective subsidiaries; provided that this Section 5A.4(iv) shall not constitute a Condition Precedent if (x) the Business Combination does not result in the failure of a Condition Precedent per Section 5A.4(i), (ii), (iii) or (v), (y) this Agreement remains in full force and effect and binding on Frontier or an applicable surviving entity following the closing of the Business Combination and (z) Frontier or an applicable surviving entity is in compliance in all material respects with all of the terms and conditions of this Agreement upon the closing of the Business Combination (including, without limitation, having caused the subordination of all unsecured loan facilities or equity investments pursuant to Section 30 of this Agreement).

(v) Frontier shall have complied with the reporting requirements set forth in Section 13(b) for the month being measured.

5A.5 Prepayment. Frontier may repurchase all or any portion of the Pre-Purchased Miles at any time, or from time to time, without penalty or premium, for a purchase price of ***** per Pre-Purchased Mile. Frontier shall repurchase all Unused Pre-Purchased Miles, if any, that are outstanding on the date of termination of this Agreement, whether termination is at the end of the Initial Term or upon an event causing an earlier termination, for a Purchase Price of ***** per Pre-Purchased Mile, which Purchase Price shall be payable on the date of termination. Any prepayment shall include accrued interest, if any, in accordance with Section 5A.2.2.

5A.6 Acceptance of Payment with Pre-Purchase Miles. Frontier agrees to accept payment in Pre-Purchased Miles as provided in this Section 5A in lieu of cash and irrevocably waives any rights to receive Cash or other consideration for such payments regardless of the then value of a Pre-Purchased Mile.

5A.7 Other Uses of Pre-Purchased Miles. Barclays may use Pre-Purchased Miles for purposes other than as set forth in this Section 5A subject to Frontier's approval of such other uses, which approval shall not be unreasonably withheld or delayed. If Frontier has not satisfied the Conditions Precedent under Section 5A.4 above, Frontier's approval of other uses is not required. Frontier shall provide commercially reasonable methods to redeem these Pre-Purchased Miles (e.g., mileage certificates or assignment to frequent flyer accounts) to facilitate the use of the Pre-Purchased Miles by Barclays and/or the recipient of such Pre-Purchased Miles. This obligation shall survive termination of this Agreement. If Barclays uses Pre-Purchased Miles pursuant to this Section 5A.7 Barclays shall provide monthly reports detailing the use of such Pre-Purchased Miles. The Pre-Purchased Miles Barclays uses under this Section 5A.7 during any month will be deducted from the Facility and included in calculating Unused Pre-Purchased Miles.

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5A.8 Transportation Tax. Frontier's obligation to fund the Transportation Tax, as set forth in Section 5(b) of this Agreement, shall not occur with respect to Pre-Purchased Miles unless and until Barclays awards such Pre-Purchased Miles to cardholders and/or others such that the recipient may use such Pre-Purchased Miles for redemption for air travel."

3. Effective as of the Transaction Effective Date, the definition of "Suspension Event" set forth in Sections 6(b)(i) through (vi) is deleted and the following inserted in its place:

"(i) Frontier fails to maintain a frequent flyer program that is as competitive on a relative basis in the Benchmark Market as the EarlyReturns Program is as of ***** based on domestic award levels and domestic mileage earning capability, provided that Barclays provides notice of the failure to maintain the frequent flyer program, including notice in reasonable detail and with backup information for why and how Barclays believes the frequent flyer program is not adequately competitive. Such notice will commence a ***** period during which Frontier may cure the deficiency, during which period no Redaction in the size of the Facility shall occur under Section 5A.3 as a result of the occurrence of this Suspension Event;

(ii) Frontier becomes subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings, and for which Barclays does not terminate pursuant to Section 15(d);

(iii) Frontier fails to maintain the marketing channels set forth in Exhibit F;

(iv) The average Passenger Enplanements ("PE") for the ***** for which Frontier has reported data declines more than ***** from (i) the average PE in the comparable three months set forth on the attached Schedule 2 for the period through ***** or (ii) the forecasted PE in ***** as shown on Schedule 2 for the calendar years *****. Passenger Enplanements will include passengers flown on Frontier flights operated by carriers operating flights for Frontier under a codeshare, capacity purchase agreement, or similar type agreements;

(v) The average number of Active Frequent Flyers for the ***** for which Frontier has reported data declines more than ***** from (i) the number of Active Frequent Flyers set forth on the attached Schedule 2 for the period through ***** or (ii) the forecasted Active Frequent Flyers in ***** as shown on Schedule 2 for the calendar years *****. Active Frequent Flyers shall mean a Frontier Member that has flown on a Frontier flight or has opened a new frequent flyer account or earned miles in their frequent flyer account within the *****.

For purposes of this Agreement, "Benchmark Market" shall mean the then current market place for airlines, excluding United, Delta, American and US Airways."

4. Reports. Effective as of the Transaction Effective Date, Section 13(b) of the Agreement is deleted and the following new Section 13(b) is inserted in its place:

"(b) Frontier shall make available to Barclays the following reports: (i) annual audited financial statements within ***** after the end of each fiscal year and unaudited

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quarterly financial statements within ***** after the end of each fiscal quarter, (ii) annual financial plans and monthly projections for the following year as soon as practicable after preparation thereof in the ordinary course of business but in no event later than ***** of each year; (iii) monthly income statements and balance sheet results within ***** following the close of each month; (iv) within ***** after the end of each month, a monthly certification from Frontier that the Conditions Precedent were met as of the end of the then ended month and to include a statement of the month end Unrestricted Cash position and rolling ***** for the then ended month; and (v) monthly certification of compliance with Section 6(b) including reporting of Active Frequent Flyers and Passenger Enplanements as well as the baseline Active Frequent Flyers and baseline Passenger Enplanements within ***** following the end of each month. In addition, Frontier agrees to make available an appropriate person for monthly or quarterly calls, as determined by Barclays, with Barclays Chief Financial Officer and/or Chief Risk Officer; provided that each month or quarter Barclays desires to have such a call, it will provide Frontier with prior notice.”

5. Post-Termination Solicitation of Frontier Members. Effective as of the Transaction Effective Date, the following is added to the Agreement as new Section 15A(vii):

“(vii) Post-Termination Solicitation of Frontier Members. Notwithstanding anything contained in Sections 4, 15, 15A, and 16, and for the avoidance of doubt, upon termination of this Agreement, and in the event that Frontier was eligible to exercise its Purchase Option pursuant to Section 15A(ii) but declines to do so, nothing contained in this Agreement shall prevent Frontier from soliciting Frontier Members through the use of Frontier Member Data to enroll in a subsequently created co-branded credit card program between Frontier and other parties, including but not limited to competitors of Barclays. Notwithstanding the foregoing, neither Frontier nor any entity which Frontier controls shall by itself or in conjunction with others, directly or indirectly, use the fact that a person is a Barclays Cardholder to specifically target any offer of a credit card or credit card related product to any Barclays Cardholder, provided that nothing herein shall be construed to prevent Frontier from offering a credit card or credit card related product if the offer did not include Barclays Cardholder membership as a criteria in selecting the recipients of the offer.”

6. Business Combination. Effective as of the Transaction Effective Date, the following is added to the Agreement as new Section 26, to follow Section 25:

“26. Business Combination. In the event Frontier engages in, or is subject to, a Business Combination (as defined below) with an Other Carrier (as defined below), the following provisions shall apply:

(a) If Frontier is the surviving airline and the Other Carrier does not have a contractual relationship with a co-brand credit card issuer, Barclays shall remain the sole issuer of the co-branded credit card for the Affinity Program for the combined airlines through the Initial Term.

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(b) If Frontier is the surviving airline and the Other Carrier is a party to an agreement with any Person other than Barclays pursuant to which such Other Carrier endorses, sponsors, promotes or otherwise offers a credit card product associated with its frequent flyer program (a "Competing Agreement"), Frontier will use its commercially reasonable efforts to make Barclays the exclusive issuer of the co-branded credit card associated with the combined frequent flyer program of Frontier and the Other Carrier and to provide Barclays the right to purchase the credit card portfolio of the issuer (the "Other Issuer") of the co-branded credit card associated with the Other Carrier's frequent flyer program. If Barclays becomes the exclusive issuer, Barclays agrees that it will provide the combined airline with a co-branded credit card product of equal or greater value to Frontier and the Frontier Members than the Other Issuer's affinity card based on an overall assessment of the two programs, including, without limitation, the assessment of all compensation, cost of customization and the value proposition. In the event the Other Issuer's credit card portfolio cannot be purchased by Barclays, Barclays agrees that it will waive its exclusivity to Frontier Marks and miles currency under the EarlyReturns Program to enable the Other Issuer to service its credit card portfolio existing on the date of the Business Combination through the existing term of the Other Issuer's co-brand agreement (subject to an agreement not to disparage or tarnish Barclays and/or the Affinity Program, appropriate provisions to avoid customer confusion and/or any such terms and conditions that may be required by law or for regulatory purposes),

(c) If Frontier is not the surviving airline and the Other Carrier does not have a Competing Agreement or there is a Competing Agreement but it does not survive the Business Combination, then Frontier will assign its rights and obligations under this Agreement to the Other Carrier, subject to appropriate adjustments to this Agreement as referenced in Section 26(e) (such adjustments to be agreed upon by the parties, such agreement not to be unreasonably withheld or delayed).

(d) If Frontier is not the surviving airline and the Other Carrier has a Competing Agreement, then Frontier will use commercially reasonable efforts to make Barclays the exclusive issuer of the co-branded credit card associated with the combined frequent flyer program of Frontier and the Other Carrier. If Barclays does not become the exclusive issuer, Barclays shall be permitted to continue servicing the Frontier portfolio under this Agreement through the Initial Term. In such circumstance, Barclays will *****.

(e) If a Business Combination to which this Section 26 applies will result in a significantly larger combined airline with Barclays as the exclusive credit card issuer, Barclays agrees that it will evaluate in good faith appropriate adjustments to increase the Target size of the Facility and the Acquisition Budget

(f) If, in connection with a Business Combination to which this Section 26 applies, Barclays becomes a co-issuer of a co-branded card for the combined airlines with an Other Issuer, and if the Barclays co-branded credit card program becomes uncompetitive with that of the Other Issuer in terms of the consumer value proposition, Frontier shall give written notice to Barclays setting forth in reasonable detail its views as to why the Barclays program is uncompetitive in the Benchmark Market. Barclays shall thereafter have a period of ***** to cure the uncompetitive aspect of its program. If the uncompetitive feature of Barclays program

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is not so cured within such cure period, Frontier will have the right to cease marketing the Barclays program and to market the Other Issuer's program to the Frontier membership; provided that information about whether the Frontier Member is a Barclays cardholder under the EarlyReturns Program is not used for targeting the Barclays' cardholder base.

(g) This Section 26 shall only apply to a Business Combination involving Frontier and an Other Carrier that contemplates (i) ultimately merging Frontier and the Other Carrier onto a single operating certificate for regulatory purposes and (ii) the merging of the combined airlines into a single brand. Section 26 shall not apply to a change in control, initial public offering or other business combination, even with another airline, that contemplates the continued operation of Frontier as a separate carrier. For the avoidance of doubt, if the brands of the separate carriers are not merged, Barclays will remain the exclusive issuer for the Frontier co-branded credit card program.

(h) As used in this Section 26:

“Business Combination” means any business combination transaction between Frontier, Frontier's ultimate parent or any of their respective subsidiaries and an Other Carrier, whether by merger or consolidation, by acquisition of a majority of equity securities pursuant to a tender offer, exchange offer or purchase, or by acquisition of a majority of assets pursuant to a sale, conveyance or other transfer of assets,

“Other Carrier” means any air carrier (other than a subsidiary of Frontier), its parent, or any of their respective subsidiaries.”

7. The parties acknowledge and agree that Frontier Airlines Holdings, Inc., Frontier and Barclays shall enter into a subordination agreement in the form attached hereto as Exhibit A to this Amendment on the Transaction Effective Date.

8. Additional Marketing Efforts. Effective as of the Transaction Effective Date, the following language is added to Exhibit F to the Agreement:

“On or before *****, Frontier, at its cost, shall undertake the following marketing efforts:

On or before *****, Frontier, at its cost, will implement the below cardholder exclusives. The new benefits will remain relative in value to competitive benefits in the ultra-low cost carrier market:

- One annual Companion Certificate redeemable for ***** (plus taxes and fees) for use on any flight purchase of ***** or greater. Certificate to be delivered by Barclays via email to all new and current annual fee paying customers.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

- Reduced Award Redemption Fees for all cardholders based on days until redemption flight date.

9. Anti-Bribery and Corruption. Effective as of the Transaction Effective Date, the following is added to the Agreement as new Section 27, to follow new Section 26:

“27. Anti-Bribery and Corruption.

(a) Definitions:

“Applicable Anti-Bribery Law” means any bribery, fraud, kickback, or other similar anti- corruption law or regulation to which Frontier or its Associated Person, as applicable, is subject in performing its responsibilities hereunder. Where relevant this may include the UK Bribery Act 2010 (“Bribery Act”) and the US Foreign Corrupt Practices Act 1977 (“FCPA”).

“Associated Person” means in relation to any entity, a person who performs any services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors.

“Public Official” means;

- (i) any officer, employee or representative of a government, whether national, federal or local;
- (ii) any individual exercising a legislative, administrative or judicial function, whether appointed or elected;
- (iii) any officer, employee or representative of any Government Entity, including but not limited to central banks, sovereign wealth funds, state-run hospitals and any business venture that is owned or controlled by a Government Entity;
- (iv) any candidate for or holder of public office;
- (v) any political party or official of a political party;
- (vi) any officer, employee or representative of a public international organization; and
- (vii) any member of a royal family.

“Government Entity” means;

- (i) Any national, federal, state, province, local and / or municipal government department, agency, office and / or instrumentality;
- (ii) Any company or organization where a government has 50 percent or more ownership interest;

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

(iii) Any company or organization where a government controls a majority of votes attaching to the shares;

(iv) Companies and organizations that are controlled by a government. For example, the term “Government Entity,” will generally include companies and organizations that:

- have constituting statutes that establish that they are instrumentalities, agents or mandataries of a government; perform functions or services that are public-in-nature (i.e., for the benefit of the general public or a large sector of the population);
- are financially dependent on the government (i.e., the government is responsible for losses or funding of operations);
- do not operate on a normal commercial basis (e.g., because they are given special powers by legislation);
- have boards of directors or management committees where the government nominates a majority of directors or officers.

(b) Anti-Bribery - Undertakings, Representations and Warranties

(i) Frontier understands that Barclays is committed to complying with all anti-bribery laws and regulations to which Barclays is subject, including the Bribery Act and the FCPA. Frontier represents and warrants that neither it nor any of its Associated Persons have taken or will take any action that might cause Barclays to violate either the Bribery Act or the FCPA, namely: that neither it nor any of its Associated Persons will, in violation of Any Applicable Anti-Bribery Law, authorize, offer, give or agree to offer or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken relating to this Agreement which;

- is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or
- is made to or for the benefit of a Public Official, or to any person while knowing or being aware of a high probability that all or a portion of the payment, gift or other advantage will be offered or given to a Public Official, with the intention of influencing any act or decision of the Public Official in his/its official capacity, inducing such Public Official to use his/its influence to affect any act or decision of a government entity, or securing an improper advantage; or
- would otherwise violate Applicable Anti-Bribery Law.

(ii) Frontier has implemented and must at all times maintain adequate procedures designed to comply with its obligations under Section 27 (b) (i) above.

(iii) Breach of any of the provisions in Section 27(b)(i) in a material breach of this Agreement pursuant to Section 15(b) of this Agreement. Notwithstanding anything contained in Section 15(b), and without remedy to any other right, relief or remedy, Barclays may terminate this Agreement immediately upon such a breach.”

“28. Competitive Programs.

(a) At least once per calendar year, Barclays and Frontier shall consider (to the extent such terms and conditions are publicly known or otherwise known and not subject to any confidentiality obligations on the part of either Party) features, terms, conditions and other aspects of other co-branded credit card programs in the Benchmark Market in order to identify marketplace developments for possible inclusion in the Affinity Program to ensure that the Affinity Program remains competitive. If Barclays or Frontier determines that a change to the Affinity Program may be required, either Barclays or Frontier, depending upon which party shall provide the benefit, shall develop a plan with respect to implementation of such change, including the impact the proposed change would have, if any, on the Affinity Program economics, shall present such plan to the other party for its review, and, if both Barclays and Frontier agree that the proposed change should be implemented, the party that developed the plan shall employ commercially reasonable efforts to implement the proposed change.”

11. Ownership of Credit Card Accounts and Cardholder Data. Effective as of the Transaction Effective Date, the following is added to the Agreement as new Section 29, to follow new Section 28:

“29. Ownership of Credit Card Accounts and Cardholder Data.

(a) Ownership and all sharing, use and disclosure of Cardholder Data and Frontier Member Data under this Agreement shall, to the extent permitted under applicable law, be subject to the provisions of this Section 29. The Parties acknowledge that the same or similar information may be contained in the Cardholder Data, the Frontier Member Data, and other data and that each pool of data shall therefore be considered separate information, subject to the specific provisions applicable to that data hereunder.

(b) Barclays shall be the owner of all Cardholder Data and the Accounts related thereto and Frontier shall not be considered a creditor on any of such accounts for any purpose whatsoever.

(c) Barclays acknowledges that Frontier is the exclusive owner of all Frontier Member Data and that subject to the other terms in this Agreement, Frontier and its affiliates have rights to use and disclose such information independent of whether such information also constitutes Cardholder Data.

(d) For the avoidance of doubt, the Parties agree that Barclays' ownership interests described in Sections 29(a) through (c) above shall apply during and after the Term unless the Cardholder Data is transferred to Frontier or its designee pursuant to this Agreement

(e) As used in this Section 29 and this Amendment;

“Cardholder Data” means all personally identifiable information about a cardholder (a) received by or on behalf of Barclays in connection with the cardholder’s application for use of a credit card Account in connection with the Affinity Program; (b) otherwise obtained by or on behalf of Barclays for inclusion in its database of cardholder information, including all transaction and experience information collected by or on behalf of Barclays with regard to each purchase charged by a cardholder using a credit card issued pursuant to the Affinity Program.

“Frontier Member Data” means all personally identifiable information regarding Frontier Members that is obtained by or on behalf of Frontier or any of its Affiliates at any time (including prior to the Transaction Effective Date.”

12. Subordination. Effective as of the Transaction Effective Date, the following is added to the Agreement as new Section 30, to follow new Section 29:

“30. Subordination. Frontier hereby acknowledges and agrees that any unsecured loan facility or equity investment obtained by Frontier shall be subordinated to repayment to Barclays of the Facility. Prior to Frontier entering into any such financing or equity investment, Barclays, Frontier and such lender or investor shall enter into a subordination agreement on terms agreed to by Barclays, such agreement not to be unreasonably withheld or delayed. This Section 30 and any such subordination agreement shall terminate upon (a) the payment in full of all obligations of Frontier under this Agreement to make payments to Barclays from time to time with respect to the principal, interest or other payment obligations under the Facility, including, without limitation, obligations to reduce the Facility in accordance with this Agreement, and (b) the expiration or termination of all commitments and all other obligations of Barclays to fund the Facility, with neither Frontier nor any other Person having the right to cause the purchase of Pre-Purchased Miles under this Agreement.”

13. Effective as of the Transaction Effective Date, a Schedule 3 is added to the Agreement in the form set forth in Exhibit B to this Ninth Amendment.

14. Effective as of the Transaction Effective Date, Schedule 2 to the Agreement (added by the Eighth Amendment to this Agreement) is deleted and replaced by the Schedule 2 set forth in Exhibit C to this Ninth Amendment.

15. Effective as of the Transaction Effective Date, Exhibit F to the Agreement (added by the Eighth Amendment to this Agreement) is deleted and replaced by the Exhibit F set forth in Exhibit D to this Ninth Amendment.

16. The closing for this Amendment (the "Amendment Closing") shall take place no later than two Business Days after the satisfaction or waiver of the conditions precedent to the Amendment Closing set forth below in clauses (a) and (b):

(a) Barclays' obligation to close the Amendment transaction shall be subject to the satisfaction or waiver of the following:

(i) Receipt of evidence of the Transaction Closing;

(ii) Receipt of each of the following agreements duly executed by the other parties thereto: (1) this Amendment, (2) the Mutual Release and Removal of Parties from Frontier Airlines Inc. Credit Card Affinity Agreement (the "Release") among Barclays, Frontier, YX Properties, LLC, Midwest Airlines, Inc. and Republic, and (3) the Subordination Agreement; and

(iii) A certification from Frontier that as of the Amendment closing, all of the Conditions Precedent set forth in Section 5A.4 have been met.

(b) Frontier's obligation to close the Amendment transaction shall be subject to the satisfaction or waiver of the following:

(i) Receipt of each of the following agreements duly executed by each of the parties thereto: (1) this Amendment and (2) the Release.

(c) Upon the Amendment Closing, after the satisfaction or waiver of the conditions precedent described above, Barclays shall deliver to Frontier by wire transfer to an account designated by Frontier, an amount equal to the difference between ***** and the value (valued at ***** per Pre-Purchased Mile) of the number of Pre-Purchased Miles previously purchased by Barclays pursuant to the Agreement which are unused and outstanding on the Transaction Effective Date. Frontier shall provide Barclays with its wiring instructions not less than ***** prior to the Amendment Closing.

17. Survival. Except as expressly modified by the terms of this Amendment, all of the terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed by the parties,

18. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law, provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware,

19. Amendment Termination Event. If the Transaction Closing shall not have occurred on or before the Termination Date, this Amendment shall be of no further force and effect and shall be null and void *ab initio*. As used herein, "Termination Date" means January 31, 2014 or such later date as may be agreed upon in writing by each of the parties to this Amendment.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

20. Counterparts; Electronic Execution. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument, This instrument may be executed and delivered by electronic transmission, including by facsimile or pdf.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written,

BARCLAYS BANK DELAWARE

By: /s/ [Authorized Signatory]
Name: [Authorized Signatory]
Title: [Authorized Signatory]

FRONTIER AIRLINES, INC.

By: /s/ David N. Siegel
Name: David N. Siegel
Title: President & CEO

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this “Agreement”) is entered into as of this [], 2013, by and among Barclays Bank Delaware (“Barclays”), Frontier Airlines, Inc. (the “Company”), and Frontier Airlines Holdings, Inc. (the “Subordinated Investor”).

RECITALS

A. Barclays and the Company have entered into a Credit Card Affinity Agreement dated March 12, 2003, which Agreement has been supplemented by a letter agreement dated April 1, 2003 and amended by eight amendments thereto, and as further amended by the Ninth Amendment thereto (the “Ninth Amendment”) dated as of November , 2013, and effective as of the date hereof (as so supplemented and amended, the “Affinity Agreement”) pursuant to which, among other things, Barclays has agreed, subject to the terms and conditions set forth in the Affinity Agreement, to make certain financial accommodations to the Company pursuant to the Facility (as defined in the Affinity Agreement).

B. The Subordinated Investor intends to make an Investment in the Company in connection with the Transaction Closing (as defined in the Affinity Agreement), and may agree to make further Investments in the Company in the future during the term of the Facility.

C. As an inducement to and as one of the conditions precedent to the agreement of Barclays to consummate the transactions contemplated by the Ninth Amendment, Barclays has required the execution and delivery of this Agreement by the Subordinated Investor, the Company and Barclays in order to set forth the relative rights and priorities of Barclays and the Subordinated Investor under the Senior Obligation Documents and the Subordinated Obligation Documents (as hereinafter defined).

NOW, THEREFORE, in order to induce Barclays to consummate the transactions contemplated by the Ninth Amendment, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise herein defined are used as defined in the Affinity Agreement. The following terms shall have the following meanings in this Agreement:

“**Bankruptcy Code**” means Chapter 11 of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder,

“**Default**” means either (i) the Company has failed to satisfy one or more of the Conditions Precedent in the Affinity Agreement or (ii) a Suspension Event has occurred.

“**Distribution**” means, with respect to any Investment or other obligations under the Subordinated Obligation Documents (if any), (a) any payment or distribution by the Company of cash, securities or other property, by set-off or otherwise, on account of such Investment or obligation or (b) any redemption, purchase or other acquisition of such Investment or obligation by the Company.

“Enforcement Action” means (a) to take from or for the account of the Company, by set-off or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by the Company with respect to the Subordinated Obligations, (b) to sue for payment of, or to initiate or participate with others in any suit, action or proceeding against the Company to (i) enforce payment of or to collect the whole or any part of the Subordinated Obligations or (ii) commence judicial enforcement of any of the rights and remedies under the Subordinated Obligation Documents or applicable law with respect to the Subordinated Obligations, or (c) to accelerate the Subordinated Obligations.

“Initial Investment” means any investment in the Company held by the Subordinated Investor at the time of the Transaction Closing, whether in the form of equity, or securities of any nature or loans or otherwise.

“Investment” means the Initial Investment and the Subsequent Investments.

“Paid in Full” and **“Payment in Full”** means, with respect to the Senior Obligations, that: (a) all of the Senior Obligations have been paid in full as provided under the Affinity Agreement and (b) all commitments and all other obligations of Barclays to fund the Facility under any Senior Obligations Document have expired or been terminated, and neither the Company nor any other Person shall have any right to cause the purchase of Pre-Purchased Miles under any Senior Obligations Document.

“Person” means any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other entity, whether acting in an individual, fiduciary or other capacity.

“Proceeding” means any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person.

“Senior Obligations” means all obligations of the Company to make payments to Barclays from time to time with respect to the principal, interest or other payment obligations under the Facility under the Senior Obligation Documents, including, without limitation, obligations to reduce the Facility in accordance with the Affinity Agreement, whether before or after the filing of a Proceeding under the Bankruptcy Code together with any amendments, modifications, renewals or extensions thereof to the extent not prohibited by the terms of this Agreement. Senior Obligations shall be considered to be outstanding whenever Barclays has any commitment under the Affinity Agreement to fund the Facility.

“Senior Obligation Documents” means the Affinity Agreement and all other agreements, documents and instruments executed from time to time in connection therewith, as the same may be amended, supplemented or otherwise modified from time to time.

“**Subordinated Obligations**” means all Investments and other obligations, liabilities and indebtedness of every nature of the Company from time to time owed to the Subordinated Investor or any of its Affiliates in respect of any Investment

“**Subordinated Obligation Documents**” means any and all documents, agreements and instruments now existing or hereinafter entered into evidencing or pertaining to all or any portion of any the Subordinated Obligations.

“**Subsequent Investment**” means any additional investment, other than the Initial Investment, in the Company made following the Transaction Closing by the Subordinated Investor or any Affiliate thereof, whether in the form of capital contributions, purchases of additional securities of any nature, loans or otherwise.

2. **Subordination.**

2.1 Subordination of the Subordinated Obligations to Senior Obligations. The Company covenants and agrees, and the Subordinated Investor likewise covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Obligation Documents, that the payment of any and all of the Subordinated Obligations shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the prior Payment in Full of all Senior Obligations.

2.2 Liquidation, Dissolution, Bankruptcy.

In the event of any Proceeding involving the Company, unless and until such Proceeding is dismissed or otherwise terminated:

(a) All Senior Obligations shall first be indefeasibly Paid in Full in accordance with the terms of the Affinity Agreement and all commitments to fund the Facility under the Senior Obligation Documents shall be terminated before any Distribution, whether in cash, securities or other property, and shall be made to the Subordinated Investor on account of any Subordinated Obligations.

(b) Any Distribution, whether in cash, securities or other property which would otherwise, but for the terms hereof, be payable or deliverable in respect of the Subordinated Obligations shall be paid or delivered directly to Barclays (to be held and/or applied by Barclays in accordance with the terms of the Senior Obligation Documents) until all Senior Obligations are Paid in Full in accordance with the terms of the Affinity Agreement and all commitments to fund the Facility under the Senior Obligation Documents shall have been terminated. The Subordinated Investor irrevocably authorizes, empowers and directs any debtor, debtor in possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority, to pay or otherwise deliver all such Distributions to Barclays. The Subordinated Investor also irrevocably authorizes and empowers Barclays, in the name of the Subordinated Investor, to demand, sue for, collect and receive any and all such Distributions.

(c) The Subordinated Investor agrees not to initiate, prosecute or participate in any claim, action or other proceeding challenging the enforceability, validity, perfection or priority of the Senior Obligations.

(d) Solely with respect to that portion of an Investment structured as a debt investment (a "Debt Investment"), the Subordinated Investor hereby authorizes, empowers and appoints Barclays its agent and attorney-in-fact to (i) execute, verify, deliver and file such proofs of claim with respect to such Debt Investment and (ii) vote such Debt investment claim in any such Proceeding so long as such Debt Investment remains a debt investment; provided Barclays shall have no obligation to execute, verify, deliver and/or file any such proof of claim or to vote any such claim. In the event that Barclays votes any debt investment claim in accordance with the authority granted hereby, the Subordinated Investor shall not be entitled to change or withdraw such vote. Notwithstanding the foregoing, in the event that Barclays has not filed a proof of claim with respect to a Debt Investment prior to the date that is ***** prior to the bar date, Subordinated Investor may file such proof of claim; provided, that the foregoing shall not affect Barclays' right to vote such Debt Investment claim as provided in clause (ii) of this subsection.

(e) The Senior Obligations shall continue to be treated as Senior Obligations and the provisions of this Agreement shall continue to govern the relative rights and priorities of Barclays and the Subordinated Investor even if all or part of the Senior Obligations are subordinated, set aside, avoided, invalidated or disallowed in connection with any such Proceeding, and this Agreement shall be reinstated if at any time any payment of any of the Senior Obligations is rescinded or must otherwise be returned by any holder of Senior Obligations or any representative of such holder.

2.3 Subordinated Obligations Payment Restrictions.

(a) Notwithstanding the terms of the Subordinated Obligation Documents, the Company hereby agrees that it may not make, and the Subordinated Investor hereby agrees that it will not accept, any Distribution with respect to the Subordinated Obligations until the Senior Obligations are Paid in Full, except as set forth in Section 2.3(b) below.

(b) Notwithstanding anything in this Agreement to the contrary, the Company shall be permitted to make, and the Subordinated Investor shall be permitted to accept, Distributions; provided, that (i) no Default has occurred and is continuing and (ii) no Default would occur upon such Distribution.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

2.4 Subordinated Obligations Standstill Provisions. Until the Senior Obligations are indefeasibly Paid in Full in accordance with the terms of the Affinity Agreement and all commitments to fund the Facility under the Senior Obligation Documents shall be terminated, the Subordinated Investor shall not, without the prior written consent of Barclays, take any Enforcement Action with respect to the Subordinated Obligations. Any Distributions or other proceeds of any Enforcement Action obtained by the Subordinated Investor in violation of the foregoing shall in any event be held in trust by it for the benefit of Barclays and promptly paid or delivered to Barclays in the form received until all Senior Obligations are Paid in Full in accordance with the terms of the Affinity Agreement and all commitments to fund the Facility under the Senior Obligation Documents shall have been terminated.

2.5 Incorrect Payments. If any Distribution on account of the Subordinated Obligations not permitted to be made by the Company or accepted by the Subordinated Investor under this Agreement is made and received by the Subordinated Investor, such Distribution shall not be commingled with any of the assets of the Subordinated Investor, shall be held in trust by the Subordinated Investor for Barclays and shall be promptly paid over to Barclays for application (in accordance with the Senior Obligation Documents) to the payment of the Senior Obligations then remaining unpaid, until all of the Senior Obligations are Paid in Full.

2.6 Sale, Transfer or other Disposition of the Subordinated Obligations The Subordinated Investor shall not sell, assign, pledge, dispose of or otherwise transfer all or any portion of the Subordinated Obligations or any Subordinated Obligation Document unless, prior to the consummation of any such action, the transferee thereof shall execute and deliver to Barclays a joinder to this Agreement. Notwithstanding the failure of any such transferee to execute or deliver a joinder to this Agreement or to execute or deliver an agreement substantially identical to this Agreement, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Obligations, and the terms of this Agreement shall be automatically binding upon the successors and assigns of the Subordinated Investor.

2.7 Legends. Until the termination of this Agreement in accordance with Section 14 hereof, the Subordinated Investor will cause to be clearly, conspicuously and prominently inserted on the face of the Subordinated Obligation Documents a legend that refers to this Agreement.

2.8 Obligations Hereunder Not Affected. All rights and interest of Barclays hereunder, and all agreements and obligations of the Subordinated Investor and the Company hereunder, shall remain in full force and effect, irrespective of:

- (a) any lack of validity or enforceability of any document evidencing Senior Obligations;
- (b) any change in the time, manner or place of payment of, the amount of, or any other term of, all or any of the Senior Obligations, or any other amendment or waiver of or any release or consent to departure from any of the Senior Obligation Documents;

(c) any failure of Barclays to assert any claim or to enforce any right or remedy against any other party hereto under the provisions of this Agreement or any other Senior Obligation Document other than this Agreement;

(d) any reduction, limitation, impairment or termination of the Senior Obligations for any reason (other than the defense of payment in full of the Senior Obligations), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Company and the Subordinated Investor hereby waive any right to or claim of) any defense (other than the defense of payment in full of the Senior Obligations) or setoff, counterclaim, recoupment or termination whatsoever by reason of invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Senior Obligations; and

(e) any other circumstance which might otherwise constitute a defense (other than the defense of payment in full of the Senior Obligations) available to, or a discharge of, the Company in respect of the Senior Obligations or the Subordinated Investor in respect of this Agreement.

The Subordinated Investor acknowledges and agrees that Barclays may, solely to the extent permitted by the terms of the Affinity Agreement, without notice or demand to the Subordinated Investor and without affecting or impairing the Subordinated Investor's obligations hereunder from time to time (i) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of or otherwise change the terms of the Senior Obligations or any part thereof; including, without limitation, to increase or decrease the rate of interest thereon or the amount of Pre-Purchased Miles constituting the Facility thereof; (ii) take or hold security for the payment of the Senior Obligations and exchange, enforce, foreclose upon, waive and release any such security; (iii) apply such security and direct the order or manner of sale thereof as Barclays in its sole discretion, may determine; and (iv) exercise or refrain from exercising any rights against the Company or any other Person.

3. Modifications to the Senior Obligation Documents; Intent. Barclays may at any time and from time to time without the consent of or notice to the Subordinated Investor, without incurring liability to the Subordinated Investor and without impairing or releasing the obligations of the Subordinated Investor under this Agreement, change the manner or place of payment or extend the time of payment of or renew or alter any of the terms of the Senior Obligations, or amend in any manner any agreement, note, guaranty or other instrument evidencing or securing or otherwise relating to the Senior Obligations. It is the intent of the parties that the terms of this Agreement shall apply to any Investment made by the Subordinated Investor or any of its subsidiaries or Affiliates, and in the event an Investment is made by any subsidiary or Affiliate that is not a party hereto, the Subordinated Investor covenants and agrees to cause such Person to execute a joinder to this Agreement or to execute or deliver an agreement substantially identical to this Agreement prior to the consummation of such Investment; and, provided further, the Company covenants and agrees that it shall not accept such Investment unless such Person has executed a joinder to this Agreement or executed and delivered an agreement substantially identical to this Agreement.

4. Subrogation. Subject to the Payment in Full of all Senior Obligations in accordance with the terms of the Affinity Agreement, to the extent that Barclays has received any Distribution on Senior Obligations which, but for this Agreement would have been applied to Subordinated Obligations, the Subordinated Investor shall be subrogated to the rights of Barclays to receive Distributions with respect to the Senior Obligations until the Subordinated Obligations are paid in full (as if the Senior Obligations had not been Paid in Full in accordance with for terms of the Affinity Agreement). The Subordinated Investor agrees that in the event that all or any part of a payment made with respect to the Senior Obligations is recovered from the holders of for Senior Obligations in a Proceeding or otherwise, any Distribution received by the Subordinated Investor with respect to the Subordinated Obligations at any time after the date of the payment that is so recovered, whether pursuant to the right of subrogation provided for in this Agreement or otherwise, shall be deemed to have been received by the Subordinated Investor in trust as property of the holders of the Senior Obligations and the Subordinated Investor shall forthwith deliver the same to Barclays for application to for Senior Obligations until the Senior Obligations are paid in full. A Distribution made pursuant to this Agreement to Barclays which otherwise would have been made to the Subordinated Investor is not, as between, the Company and the Subordinated Investor, a payment by the Company to or on account of the Senior Obligations.

5. Modification. Any modification or waiver of any provision of this Agreement, or any consent to any departure by any party from the terms hereof shall not be effective in any event unless the same is in writing and signed by Barclays, the Company and the Subordinated Investor, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on any party hereto in any event not specifically required hereunder shall not entitle the party receiving such notice or demand to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

6. Further Assurances. Each party to this Agreement promptly will execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by any other party hereto that may be reasonably necessary or desirable in order to effect fully the purposes of this Agreement.

7. Notices. Unless otherwise specifically provided herein, any notice delivered under this Agreement shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier service or certified or registered United States mail and shall be deemed to have been given (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted on a business day before 4:00 p.m. (New York time) or, if not, on the next succeeding business day; (c) if delivered by overnight courier, one business day after delivery to such courier properly addressed; or (d) if by United States mail, four business days after deposit in the United States mail, postage prepaid and properly addressed.

Notices shall be addressed as follows;

If to the Subordinated Investor.

Frontier Airlines Holdings, Inc.

[]

Tel: () _____

Fax: () _____

If to the Company:

Frontier Airlines, Inc,

7001 Tower Road

Denver, CO 80249

Tel: () _____

Fax: *****

Attn: *****

with a copy to:

General Counsel

Fax: *****

If to Barclays:

Barclays Bank Delaware

125 South West Street

Wilmington, Delaware 19801

Attn: Dennis Nealon

Fax: *****

With copies to:

Barclays Bank Delaware

125 South West Street

Wilmington, Delaware 19801

Attn: General Counsel

Fax: *****

or in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section 7.

8. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Barclays, the Subordinated Investor and the Company.

9. Relative Rights. This Agreement shall define the relative rights of Barclays and the Subordinated Investor. Nothing in this Agreement shall (a) impair, as between the Company and Barclays and as between the Company and the Subordinated Investor, the obligation of the Company with respect to the payment of the Senior Obligations and the Subordinated Obligations in accordance with their respective terms or (b) affect the relative rights of Barclays or the Subordinated Investor with respect to any other creditors of the Company.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

10. Conflict. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Subordinated Obligation Documents, the provisions of this Agreement shall control and govern and nothing herein shall constitute or otherwise be deemed to represent an amendment, waiver or other modification to the Affinity Agreement

11. Headings; Terms. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

13. Severability. In the event that any provision of this Agreement is deemed to be invalid, illegal or unenforceable by reason of file operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement

14. Continuation of Subordination; Termination of Agreement. This Agreement shall remain in full force and effect until the Payment in Full of the Senior Obligations, after which this Agreement shall terminate without further action on the part of the parties hereto.

15. Applicable Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Delaware, without regard to conflicts of law principles.

16. CONSENT TO JURISDICTION. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED IN THE STATE OF DELAWARE AND ANY FEDERAL COURT SITTING IN DELAWARE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF THE PARTIES HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON IT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE PARTIES HERETO AT THEIR RESPECTIVE ADDRESSES SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE ***** AFTER THE SAME HAS BEEN POSTED.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

17. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE SUBORDINATED DEBT DOCUMENTS OR ANY OF THE SENIOR DEBT DOCUMENTS. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE SENIOR DEBT DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

IN WITNESS WHEREOF, the Subordinated Investor, the Company, and Barclays have caused this Agreement to be executed as of the date first above written,

SUBORDINATED INVESTOR:

FRONTIER AIRLINES HOLDINGS, INC.

By: _____

Title: _____

COMPANY

FRONTIER AIRLINES, INC.

By: _____

Title: _____

BARCLAYS:

BARCLAYS BANK DELAWARE

By: _____

Title: _____

Exhibit B to Ninth Amendment

See Attached Schedule 3 to the Frontier Agreement

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

Exhibit C to Ninth Amendment

Schedule 2 to the Frontier Agreement.

Frontier – Enplanements Forecast

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

Frontier – Early Returns Membership Forecast

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

See Attached Exhibit F

Exhibit F

Frontier shall, absent the agreement of the Parties to the contrary, undertake throughout the term of the Agreement the following marketing efforts:

1. *****
2. *****
3. *****
4. *****
5. *****
6. *****
7. *****

On or before April 30, 2011, Frontier shall undertake the following marketing efforts:

1. *****
2. *****
3. *****
4. *****
5. *****

On or before *****, Frontier, at its cost, shall undertake the following marketing efforts:

- *****
- *****
- *****
- *****
- *****
- *****
- *****

On or before *****, Frontier, at its cost, will implement the below cardholder exclusives. The new benefits will remain relative in value to competitive benefits in the ultra- low cost carrier market:

- *****
- *****
 - ***** = ***** Redemption Fee
 - ***** = An at least ***** discount to the standard ***** fee
 - ***** = An at least ***** discount to the standard ***** fee

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

LETTER AGREEMENT NO. 1

Frontier Airlines, Inc.
12015 East 46th Avenue
Suite 200
Denver, CO 80239-3116

Gentlemen:

CFM International, Inc. ("CFMI") and Frontier Airlines, Inc. ("Airline") have entered into General Terms Agreement No. 6-13616 dated June 30, 2000 (the "Agreement"). The Agreement contains applicable terms and conditions governing the sale by CFMI and the purchase by Airline from CFMI of CFM56 series Engines, Modules and Optional Equipment in support of Airline's acquisition of new aircraft.

In consideration of Airline's agreement to purchase and take delivery of ***** new firm and up to, ***** option CFM56-5B5/P powered A319 aircraft ("Aircraft") directly from Airbus Industrie ("AI") in accordance with the Airbus A318/A319 Purchase Agreement dated as of March 10, 2000 between Airline and AVSA, S.A.R.L. (the "Airbus Purchase Agreement"), as memorialized in Attachment A hereto, the parties agree as follows:

I. Prices

Base prices for new CFM56-5B5/P spare Engines, Modules and Optional Equipment delivered through *****, are set forth in Attachment B hereto. The escalation formula set forth in Exhibit C of the Agreement remains in effect through *****.

II. Special Allowances

CFMI agrees to provide to Airline the following special allowances. These allowances are contingent upon Airline selecting CFM56-5B5/P Engines to power all of its purchased A319 Aircraft, it being understood that Airline has the right not to exercise its options for the option A319 Aircraft, and up to ***** leased A319 aircraft, regardless of the lessors and are subject to the conditions set forth in Attachment C hereto.

A. Per Aircraft Allowance

***** per each of the first ***** CFM56-5B5/P] powered purchased A319 Aircraft purchased by and delivered to Airline *****, and for each additional CFM56-5B5/P powered purchased Aircraft purchased by and delivered to Airline by *****, payable in each case by wire transfer within ***** following receipt of written notice from Airline that it has taken delivery of an A319 Aircraft in accordance with the Airbus Purchase Agreement.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

* Subject to adjustment for escalation to the date of delivery of the shipset of Engines to AI pursuant to the escalation provisions applicable to base prices, as set forth in Exhibit C of the Agreement.

B. *** Spare Engine Allowance**

In consideration of Airline's agreement to purchase and take delivery of a minimum of ***** CFM56 powered A319 Aircraft during the Delivery Period (as defined in Attachment A hereto), CFMI agrees to provide ***** to Airline a new CFM56-5B5/P or CFM56-3C-1 spare engine at Airline's option (*****). CFMI shall deliver ***** to Airline, together with a full warranty bill of sale with respect thereto, upon delivery of Airline's first leased or purchased A319 Aircraft; provided that Airline shall first enter into a security agreement with CFMI or CFMI's designee in the form attached hereto as Attachment D.

Upon the delivery of the ***** CFM56 powered purchased A319 Aircraft during the Delivery Period, CFMI's security interest in ***** shall be released and the security agreement referred to in the preceding paragraph shall terminate.

In the event Airline fails to take delivery of a minimum of ***** purchased A319 Aircraft during the Delivery Period, Airline shall immediately pay to CFMI the base price of ***** in effect at the time of delivery thereof to Airline. However, in the event Airline shall have purchased and taken delivery of at least ***** A319 Aircraft during the Delivery Period, CFMI will credit Airline an amount equal to ***** of such base price for each Aircraft so purchased and delivered.

For the avoidance of doubt, ***** for all purposes of the Agreement, including, without limitation, Exhibit B thereof.

C. Second Spare Engine Credit

Airline has the option to purchase a second new CFM56-5B5/P spare Engine ("2nd Spare Engine") directly from CFMI at the Base Price specified in Attachment B hereto, plus escalation to the date the 2nd Spare Engine is purchased by and delivered to Airline. Airline shall earn a cash credit from CFMI equivalent to ***** of the price paid by Airline for the 2nd Spare Engine ("2nd Spare Engine Credit") for each of the ***** purchased A319 Aircraft delivered (the "Credit Aircraft"). If Airline has purchased and taken delivery of the 2nd Spare Engine prior to delivery of the first Credit Aircraft, the 2nd Spare Engine Credit shall be paid to Airline upon delivery of each Credit Aircraft. If the 2nd Spare Engine is purchased and delivered subsequent to delivery of the first Credit Aircraft, the 2nd Spare Engine Credit for such Aircraft and any other Credit Aircraft which have been so delivered shall be credited against the purchase price of the 2nd Spare Engine; thereafter the 2nd Spare Engine Credit shall be paid upon delivery of each of the remaining Credit Aircraft.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

The obligations set forth in this Letter Agreement No. 1 are in addition to the obligations set forth in the Agreement.

The provisions of paragraphs A, B, C, D and E of Article XVIII of the Agreement are incorporated herein by reference.

Please indicate your agreement with the forgoing by signing the original and one (1) copy of this Letter Agreement No. 1 in the space provided below.

Very truly yours,

FRONTIER AIRLINES, INC.

CFM INTERNATIONAL, INC.

By: /s/ Lars-Erik Arnell
Printed Name: Lars-Erik Arnell
Title: Senior Vice President
Date: [undated]

By: /s/ John C. Mericle
Printed Name: John C. Mericle
Title: Chief Financial Officer
Date: October 26, 2011

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

ATTACHMENT A

AIRCRAFT DELIVERY SCHEDULE

<u>Aircraft</u>	<u>Engine Model</u>	<u>Year</u>	<u>Quantity of Aircraft</u>
*****	*****	*****	*****
*****	*****	*****	*****
*****	*****	*****	*****
*****	*****	*****	*****
*****	*****	*****	*****

Airline's failure to purchase and take delivery of any one or more A319 Aircraft in strict accordance with the foregoing schedule will not affect the rights and obligations of the parties hereunder, so long as such Aircraft are purchased and accepted by Airline within ***** after the last day of the scheduled year of delivery, as such scheduled year may be postponed in accordance with the Airbus Purchase Agreement for any reason other than a request by Airline or a default thereunder by Airline (the "Delivery Period").

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ATTACHMENT B
BASE PRICES FOR SPARE ENGINES
OPTIONAL EQUIPMENT AND MODUL.E.S

<u>Item</u>	<u>Base Price</u>
1.*****	*****
2.*****	*****

3.*****	*****

4.*****	*****

- A. Base prices are effective for firm orders received by CFMI within quoted lead time for basic spare Engines (including associated equipment and maximum climb thrust increase), Optional Equipment and Modules for delivery to Airline by CFMI on or before *****. The base prices are ex works, Evendale, Ohio, or point of manufacture, subject to adjustment for escalation and Airline shall be responsible, upon delivery, for the payment of all taxes, duties, fees or other similar charges.
- B. The selling price of CFM56-5B basic spare Engines, Optional Equipment and Modules ordered for delivery after the period set forth in Paragraph A above shall be the base price then in effect and as set forth in each purchase order as accepted by CFMI, which base price shall be subject to adjustment for escalation in accordance with CFMI's then-current escalation provisions.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

1. **Allowance for Initial Aircraft Sale Only**

Any allowance described in this Letter Agreement No. 1 applies only to new A319 aircraft (together or individually the "Aircraft") equipped with new CFM56-5B5/P engines (together or individually the "Engines") purchased by Airline directly from the aircraft manufacturer.

2. **Allowance Not Paid**

Allowances described in this Letter Agreement No. 1 will not be earned or paid with respect to Engines which have been delivered to the aircraft manufacturer for installation in Airline's Aircraft if, thereafter, for any reason, Airline's purchase order with the aircraft manufacturer is terminated, canceled or revoked, or if delivery of the Aircraft will be prevented or delayed beyond the expiration of the Delivery Period.

3. **Adjustment of Allowances**

The special allowance described in paragraph II.A of this Letter Agreement No. 1 is contingent upon Airline purchasing and accepting delivery of a minimum of ***** CFM56-5B5/P powered A319 aircraft ("Minimum Number of Aircraft") for delivery during the Delivery Period. If Airline has canceled or otherwise failed to accept delivery of one or more of the required Minimum Number of Aircraft within the Delivery Period, the allowances will be adjusted as follows:

<u>Number of Aircraft delivered to Airline</u>	<u>Percentage of specified allowances on Aircraft actually delivered to Airline</u>
*****	*****
*****	*****
*****	*****
*****	*****

Adjustment of allowances in accordance with the above formula may be made by CFMI prospectively to take into account Aircraft delays and/or cancellations. In any case, Airline agrees to promptly reimburse CFMI for any allowance overpayments determined to have been made at the application of the adjustment formula set forth above ***** . Unless otherwise agreed by CFMI, no allowance shall be paid on Aircraft not accepted within the Delivery Period and such Aircraft shall not be counted for purposes of the adjustment formula set forth above.

4. **Assignability of Allowance**

Any allowance described herein is exclusively for the benefit of Airline and is not assignable without CFMI's written consent; provided that Airline may assign such allowance, together with its other rights under this Letter Agreement No. 1 on the terms described in clause (i) of paragraph A of Article XVIII of the Agreement.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

5. **Set Off for Outstanding Balance**

CFMI shall be entitled, at all times, to set off any outstanding obligation and amounts that are due and owing from Airline to CFMI for CFMI Aircraft Engines goods or services (whether or not in connection with this Letter Agreement No. 1 or the Agreement), against any amount payable by CFMI to Airline in connection with this Letter Agreement No. 1 or the Agreement.

6. **Cancellation of Spare Engines**

Airline recognizes that harm or damage will be sustained by CFMI if Airline places a purchase order for spare Engine(s) or for Aircraft (the ***** firm Aircraft) equipped with installed Engines and subsequently cancels such purchase order and such cancellation is not caused by acts (or failure to act) of Airbus or CFMI or otherwise fails to accept delivery of the Engines or Aircraft when duly tendered. Within ***** of any such cancellation or failure to accept delivery occurs, Airline shall remit to CFMI, as liquidated damages, a cancellation charge equal to ***** of the Engine price, determined as of the date of scheduled Engine delivery to Airline or to the aircraft manufacturer, whichever is applicable.

The parties acknowledge such cancellation charge to be a reasonable estimate of the harm or damage to CFMI in such circumstances.

CFMI shall apply any progress payments or other deposits made to CFMI for any such Engine first to the cancellation charge for such Engine and thereafter to any other amounts owed to CFMI hereunder. Progress payments held by CFMI in respect of any such Engine which are in excess of such amounts will be refunded to Airline.

If CFMI fails to deliver a spare Engine in accordance with the terms of the Agreement or this Letter Agreement No. 1 within ***** after the date upon which such spare Engine was scheduled to be delivered for any reason other than an Excusable Delay or a default or breach by Airline, Airline may terminate this Letter Agreement No. 1 with respect to such spare Engine and CFMI shall promptly return any progress payments or other deposits made with respect to such Engine, together with interest thereon from the date such deposits were made at six month Libor. In addition, Airline will retain all remedies available to it at law or in equity.

7. **Delay of Spare Engines**

In the event the Airline delays the scheduled delivery date of a spare Engine, or causes the delay of the scheduled delivery date of an installed Engine, for which CFMI has received a purchase order from the aircraft manufacturer or Airline, as appropriate, through no fault of CFMI or the aircraft manufacturer, for a period, or cumulative period, of more than ***** , such delay shall be considered a cancellation and the applicable provisions hereof regarding the effect of cancellation shall apply.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

8. **Option Aircraft Substitution Rights**

CFMI acknowledges that Airline has the right, pursuant to the Airbus Purchase Agreement, to convert A319 option Aircraft into firm A318 aircraft which are not powered by CFM56 engines, and to convert option A318 aircraft into firm CFM56 powered A319 aircraft (the "Conversion Right"). Such right is exercisable upon notice by Airline to the airframe manufacturer not later than ***** before the start of the calendar quarter in which the aircraft to be converted is scheduled to be delivered. In the event that Airline elects to exercise its Conversion Right with respect to any A319 Aircraft or any A318 Aircraft, it will deliver a copy of the foregoing notice to CFMI, and CFMI agrees that, promptly following its receipt thereof, it will provide its written consent to such exercise to the airframe manufacturer. CFMI will use its best reasonable efforts, consistent with its other obligations and its production capabilities, to ensure that the delivery date for the engines for any new firm CFM56 powered A319 aircraft resulting from the exercise of the Conversion Right will be the same as the scheduled delivery date for the engines for the A318 aircraft from which it was converted, and further agrees that any such new A319 aircraft will be an "Aircraft" for all purposes of this Letter Agreement No. 1.

9. **Aircraft Not Operated for Minimum Period**

If, within the first ***** following delivery of each Aircraft for which a special allowance, of any nature, was provided by CFMI under this Letter Agreement No. 1 (the "Minimum Period"), such aircraft is no longer owned by (i) Airline or a wholly owned subsidiary of Airline, (ii) a trust or other special purpose entity established in connection with the financing of such Aircraft for Airline, or (iii) an entity to which Airline is permitted to assign its rights pursuant to clause (i)(b) of Paragraph A of Article XVIII of the Agreement, the special allowances earned and/or paid on such Aircraft will be proportionately reduced. Airline will reimburse CFMI an amount equal to the proportionate share of the special allowances earned and/or paid with respect to such Aircraft (based on the percentage of the Minimum Period the Aircraft was actually owned by Airline), with interest on such amount. The allowance reimbursement is due no later than ***** from the time Airline ceases to own and operate such Aircraft. *****.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

**Agreement
on
Technical Services for A320 Family Aircraft**

between Frontier Airlines, Inc.

7001 Tower Road
Denver, CO 80249
USA

(hereinafter referred to as "Frontier")

and LUFTHANSA TECHNIK AG

Weg beim Jäger 193
22335 Hamburg
Germany
(hereinafter referred to as "LHT" or "Lufthansa Technik")

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BASIC AGREEMENT

This Agreement is made and entered into as of this 5 Day of **November 2014**, between **Frontier Airlines, Inc.** a company incorporated under the laws of Colorado having its principal offices at **7001 Tower Road, Denver, Colorado, USA** (hereinafter referred to as "**Frontier**") and Lufthansa Technik AG, a company incorporated under the Laws of the Federal Republic of Germany, having its registered offices at Weg beim Jäger 193, 22335 Hamburg, Germany (hereinafter referred to as "LHT" or "Lufthansa Technik")

Preamble

WHEREAS LHT is a corporation in the business of providing all aircraft-related technical services, such as, but not limited to, the Maintenance of aircraft, Engines and Components, and is duly authorized and certified in accordance with the EASA Part-145, FAA Part-145 and EASA Part-21 requirements and/or aviation requirements of certain other authorities; and

WHEREAS Frontier wishes to have certain aircraft-related Services performed by LHT in accordance with such standards and experience; and

WHEREAS LHT wishes to perform such Services for Frontier in accordance with LHT's quality standards and experience.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in connection with mutual promises and covenants set forth hereunder, Frontier and LHT agree upon the following:

1. SCOPE OF AGREEMENT

The Basic Agreement sets forth the general terms of the contractual relationship between LHT and Frontier and the provisions contained herein shall apply to any Attachments, Annexes or any other documents referencing or amending this Agreement.

The Services to be provided by LHT are defined and specified in the respective Attachments. They shall be performed under applicable aviation Authority approvals or the applicable aviation Authority approvals of LHT's Subcontractors and in accordance with the respective Maintenance Data.

Capitalized terms used in this Basic Agreement shall have the meaning ascribed to them in Article 2 and – to the extent used in one of the Attachments – shall have an identical meaning throughout the entire Agreement, unless otherwise defined with reference to the deviation in the respective Attachment.

2. DEFINITIONS AND ABBREVIATIONS

The following terms, expressions and abbreviations shall have the following meanings:

Agreement	Basic Agreement, Attachments and General Annexes.
Airworthiness	An aircraft or Component is airworthy if it conforms to the applicable approved type, i.e. if it complies with the valid type certificate data sheet and if the Maintenance was carried out in accordance with the applicable Maintenance requirements and if the aircraft or Component was released to service.
AAR	Any mandatory aviation authority requirement, including, but not limited to FAA Airworthiness Directives, EASA Airworthiness Directives, LBA "Lufttüchtigkeitsanweisungen" and DGAC "Consignes de Navigabilités".
AOG	Aircraft on Ground.
APU	Auxiliary Power Unit.
APU Operating Hour	Each full or partial hour that the APU is in operation.
ATA 300	Air Transport Association specification 300.
Attachments	All specific attachments with corresponding annexes, side letters and any other mutually agreed documents referencing this Agreement and that are a part of this Agreement.
Attachment Assumptions	Has the meaning set forth in Article 6.3.1.
Authority	Either the approving authority of the aircraft operator or the approving authority of the Maintenance organization, production organization, design organization and/or the continuing airworthiness management organization.
Base Maintenance	All scheduled Maintenance activities in accordance with the operator's approved Maintenance Program. For non-routine Maintenance activities, criteria according to AMC 145.A-10 shall apply.
Basic Agreement	This document has the meaning set forth in Article 1.
Beneficiary	Has the meaning set forth in Article 13.3.
BER	Beyond Economic Repair
Business Day	Any Day on which banks are open in Hamburg, Germany and Denver, Colorado USA.
CLP	Officially Published Catalog List Price.
Components	Devices, modules or individual parts of an aircraft, including Engine or flight equipment or emergency equipment. They are always identified by a part number in the Maintenance or operational documents issued by the respective aircraft or Component design organization.

Confidential Information	Has the meaning set forth in Article 13.1.
Consumables	Semi-finished products such as metal or plastic sheets or profiles, etc., fluids such as cleaning agents, pickling agents, primers, paints, etc. for surface treatment, adhesives, additional material for welding or plasma jet welding or other material or additives such as lubricants or fuels that are used for Maintenance or operation of aircraft or Components. They are distinguished from Components or Standard Parts in that they can never be used without processing. They are identified by a standard or other specification (or by a part number in exceptional cases) in the Maintenance and operational documents issued for the respective aircraft by the aircraft design organization.
CRS	Certificate of release to service.
CSN	Cycles Since New; means the aggregate number of Flight Cycles of an aircraft or an Engine, as applicable, since its manufacturing date.
Day	Calendar day.
Delivery	The act of Frontier giving LHT possession of an aircraft, Engine or a Component to be serviced.
DGAC	The French Direction Générale de l'Aviation Civile.
DOD	Domestic Object Damage; damage of Material caused by objects which are part of the damaged aircraft or Engine.
EASA	European Aviation Safety Agency also being the approving authority of the LHT design organisation and for each European STC (if applicable and/or required).
Engine	A basic engine assembly and its accessories.
Engine Flight Hour	Each full or partial hour that the Engine is in operation.
Excluded Taxes	(a) Taxes based on income, capital gains, net worth or property payable by LHT to any tax authority in Germany; or (b) Taxes for which LHT becomes liable by reason of its willful misconduct or gross negligence.
Expendable	An item for which no authorized repair procedure exists and for which standard cost of repair exceeds cost of replacement, including Standard Parts. Expendable inventory is controlled by quantity and is scrapped after removal.
Fixed Price (F/P)	A predetermined price for a single service or event according to Article 7.2.
Flat Rate (F/R)	A continuous lump sum payment for certain Services usually stated in currency per time measurement, e.g. 'USD per Flight Hour' according to Article 7.1.
Flight Cycle	One take-off and landing event.

Flight Hour	Each hour that the aircraft is airborne.
FOD	Foreign Object Damage, any damage to an aircraft, Engine or other aircraft part that is caused by any external impact, including, but not limited to, objects which are not part of such aircraft, Engine or other aircraft part, and/or lightning.
General Annex	Those documents named General Annexes and attached to this Agreement.
Interchangeability	Means that design, function and characteristics of a certain Component or part are sufficiently alike to be replaceable with each other under applicable Airworthiness laws and regulations.
JPM	Joint Procedures Manual.
Layover Period	Any downtime of an aircraft during which Maintenance of aircraft, aircraft Parts, Engine or Components is performed.
LBA	The German Luftfahrtbundesamt.
Line Maintenance	All routine Maintenance activities in accordance with the operator's approved Maintenance Program. For non-routine Maintenance activities, criteria according to AMC 145.A-10 shall apply.
LLP	Life Limited Parts
LRU	A Component which can be readily changed on an aircraft during Line Maintenance operations.
Maintenance	One or a combination of the following actions: Overhaul, repair, inspection, testing, replacement, modification or rectification of discrepancies on an aircraft, an Engine or a Component.
Maintenance Data	Approved data for an aircraft or Component which has been issued by the design organization which has developed the aircraft or Component or another approved design organization, such as, but not limited to, LHT as EASA Part 21/J approved design organisation, to define the extent of Maintenance to be performed on an aircraft or a Component.
Maintenance Program manage/m™	A Maintenance program that has been approved by the authority of the country of aircraft registration. Has the meaning set forth in Article 3.6.
Material	Components, Consumables, Expendables and Raw Material.
Minimum Flight Hours	A certain number of Flight Hours during a certain period, agreed between the Parties for the purposes of calculating the minimum Flat Rate payment by Frontier.
Modification	The alteration of the aircraft, any Material or other aircraft-related part in conformity with an approved standard.

MRO Airbus World	
Data Release Agreement	An agreement in the form as attached to this Agreement signed by Frontier and by which Frontier authorizes Airbus to give LHT access to customized data included in the Airbus On-Line Services.
NAA	The approving Authority of the aircraft operator, including, if applicable, the Federal Aviation Administration (FAA).
OEM	Original equipment manufacturer.
Officially Published	
Catalog List Price	The most current OEM Officially Published Catalog List Price, without any discount or reductions, made public and available to any customer.
Party/Parties	LHT or Frontier / LHT and Frontier collectively.
Planned Flight Hours	The estimated number of Flight Hours during a certain period
Raw Material	Semi-finished products such as metal or plastic sheets or profiles, etc. Raw Materials are distinguished from Components in that they can never be used without processing and are identified by a standard or other specification (or by a part number in exceptional cases) in the Maintenance and operational documents issued for the respective aircraft by the aircraft design organization.
Redelivery	The act of LHT giving Frontier possession of an aircraft, Engine or a Component.
Release to Service	The issuance of a CRS by the Maintenance organization approved by the applicable Authority confirming, unless otherwise specified, that the Maintenance Services listed therein have been carried out in conformity with the applicable requirements (e.g. EASA Part-145 requirements) by appropriate authorized personnel of the Maintenance organization and in accordance with the applicable Maintenance organization exposition, and that the aircraft or Component has been released to service.
SB	Service Bulletin.
Serviceable Condition	The status required for the issuance of a CRS.
Services	The work to be performed by LHT as agreed in the Attachments.
Standard Parts	Individual parts that are identified by a standard rather than by a part number in the Maintenance or operational documents issued by the respective aircraft or aircraft Component design organization or any other approved design organisation, such as but not limited to, LHT as an EASA Part 21/J approved design organisation.

Standard OEM Warranty	The warranty that is given by the OEM of the Material concerned to any customer according to its published warranty terms.
STC	Supplemental type certificate.
Subcontractor	Any person, legal or natural (other than employees of LHT and Suppliers) engaged by LHT to support LHT in the performance of its obligations under this Agreement.
Supplier	Any person, legal or natural, supplying Material to a Party, the manufacturing of which is not such Party's own contractual obligation vis-à-vis the other Party under this Agreement, e.g. off-the-shelf-parts or OEM parts and documentation.
Taxes	Any and all present and future taxes, duties, withholdings, levies, assessments, imposts, fees and other governmental charges of all kinds (including without limitation, any value added or similar tax and any stamp, documentary, registration or similar tax) and any amount treated as such whenever created or imposed and whether of the government of Germany or elsewhere and whether imposed by a local, municipal, governmental, state, federal or other body and, will include, without limitation, all fines, penalties, costs, charges and expenses payable in connection with any failure to pay or delay in paying the same (except and to the extent that any such fines, penalties, costs, charges and expenses arise as a result of acts or omissions or delay of LHT) but not "Excluded Taxes" and references to "Taxes" will be construed accordingly.
TC	Type certificate.
Time and Material	Basis for a pricing of certain Services in accordance with Article 7.3.
TSN	Time Since New; means the aggregate number of Flight Hours of an aircraft or an Engine or APU Operating Hour, as applicable, since its manufacturing date.
Turnaround Time / TAT	The period of time between scheduled Delivery and Redelivery, unless expressly otherwise stated in an Attachment.
Value Added Tax	Sales tax or value added tax on any goods and services, sales or turnover tax, customs duties, imposition or levy of a like nature including, without limitation, value added tax payable under the German VAT Act 1993 as amended or supplemented from time to time.

3. COOPERATION BETWEEN THE PARTIES AND RESPONSIBILITIES TOWARDS THE AIRWORTHINESS AUTHORITIES/ THIRD PARTIES / MANAGE/ M™

3.1 Communication

The Parties agree to establish a communication system and to define meetings and points of contact in order to enable Frontier and LHT to comply with their mutual obligations under the applicable Airworthiness regulations.

3.2 Liaison Person

Each Party shall nominate at least one person to secure the necessary liaison between Frontier and LHT.

3.3 Responsibility towards the Authorities/ Third Parties

Notwithstanding LHT's obligations under this Agreement, Frontier shall be solely responsible for Frontier's compliance with all applicable requirements imposed by any Authority or government agency or instrumentality. LHT shall grant Frontier access to any and all necessary information concerning LHT's compliance with EASA-requirements or NAA-requirements, as applicable, in order for Frontier to exercise its Airworthiness responsibility.

For the avoidance of doubt this Agreement does not affect the contractual relationship between Frontier and third parties. Frontier shall remain the prime contractor in relation to the aircraft and Components manufacturers or to the lessor, if applicable, of the aircraft and Components.

In particular, LHT shall not have the responsibility towards the Authority or the manufacturer or other Supplier to follow-up manufacturer's and other Supplier's SBs or AARs issued by the respective Authority unless otherwise stipulated herein.

3.4 JPM

LHT shall issue a JPM containing procedures for the performance of the Services (process description) which are necessary to describe the relationship, responsibilities and points of contact between Frontier and LHT. Samples of forms to be used to inform the other Party shall be issued in the JPM.

3.5 Maintenance Data

3.5.1 Responsibility of Frontier for supply of Maintenance Data

Frontier shall provide to LHT the required Maintenance Data no later than on the date specified in the Attachments and ensure that the Maintenance Data reflect the current status of the respective aircraft, Engine or Component. Maintenance Data issued by LHT as EASA Part 21/J-approved design organization shall be provided by LHT.

If Frontier does not provide Maintenance Data on time or if such Maintenance Data does not reflect the current status of the respective aircraft, Engine or Component, LHT may, but is not obliged to, take appropriate actions to collect Maintenance Data to be able to start or continue performing the agreed Services.

3.5.2 Right to access and use Maintenance Data

Frontier hereby (i) grants to LHT a non-exclusive, royalty-free license (including the right to grant sublicenses to LHT's Subcontractors) to use all trade secrets and copyrights related to the Maintenance Data for the purposes of performing the Services under this Agreement and (ii) to the extent that Frontier is not entitled to grant such license, guarantees to LHT that LHT and LHT's Subcontractors are entitled to use all trade secrets and copyrights related to such Maintenance Data for the purposes of performing the Services under this Agreement.

Frontier shall ensure that LHT can access Maintenance Data electronically. To the extent LHT and the respective OEM have an agreement regarding LHT's access and use of such data, Frontier shall comply with any reasonable requirements of LHT and the OEM to secure access to such data. Frontier shall in particular execute upon LHT's request all necessary agreements (e.g. the MRO Airbus World Data Release Agreement, if applicable).

This Article 3.5.2 shall not apply to Maintenance Data issued by LHT as EASA Part 21/J-approved design organization.

3.5.3 Cost for provisioning and access to Maintenance Data

Any cost, expenses, royalties or other charges, incurred by LHT or LHT's Subcontractors in connection with the provisioning, access and use of any Maintenance Data shall be borne by Frontier.

3.6 **manage/m™**

To the extent stated in the Attachments, LHT provides a web-based Technical Operation Websuite ("manage/m™") for certain Services. manage/m™ enables Frontier to establish and manage its core operation functions relating to those Services on a web-based system and supports Frontier in the fulfilment of its obligations towards the Authorities as an aircraft operator. *****.

3.7 **Reporting of failures, malfunctions or defects attributable to LHT originated design**

If in the course of operation a failure, malfunction or defect or other occurrence which causes or might cause adverse effects on the continuing airworthiness of the product, part or appliance and if such are attributable to the LHT originated design change arises, Frontier shall notify the LHT Office of Airworthiness HAM TT/L without delay under Fax-No. + 49 40 5070 4855 or E-mail: hamtolmus@lht.dlh.de or mobile no. + 49 172 4044 238.

Such notification shall include all relevant details, e.g. operating conditions, flight hour and cycle information of the affected product and other data allowing LHT to investigate such failure, malfunction or defect to the LHT attributable design change and establish corrective action, if necessary.

LHT shall inform Frontier and all involved authorities on any known unsafe condition resulting from a LHT design, as required in EASA Part 21A.3 and FAA Part 121.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

4. SUBCONTRACTING

- 4.1 LHT may subcontract Services to any other EASA/NAA-approved Maintenance facility, provided that facility meets the requirements of LHT's CAMP (Continued Airworthiness Maintenance Program) (or equivalent) and is on LHT's approved provider list (or equivalent). LHT will provide an updated provider list as required.
- 4.2 With the exception of a Base Maintenance check of an aircraft or a complete workshop Maintenance check or overhaul of an Engine or an Engine module, the Services may also be subcontracted to any other Maintenance facility to which LHT's Authority approved management system has been extended. LHT may provide a Subcontractor with any information about Frontier that is required to perform the subcontracted Services.
- 4.3 LHT shall inform Frontier about any engagement of a Subcontractor and shall supply Frontier with appropriate information about the Subcontractor. Subcontracting of a Base Maintenance check of an aircraft or a complete workshop Maintenance check or overhaul of an Engine shall be subject to Frontier's prior approval.
- 4.4 The engagement of a Subcontractor with respect to certain Services shall not affect LHT's obligations vis-à-vis Frontier under this Agreement.

5. TURNAROUND TIME, PERFORMANCE DATE

- 5.1 The Parties may agree on Turnaround Times or other performance dates and time limits in the Attachments to this Agreement.
- 5.2 Further to Article 11.1, the Parties agree that it shall be deemed not to be LHT's fault and LHT shall not be held liable if such ***** including:
 - 5.2.1 ***** including, but not limited to, *****, general hindrance in transportation;
 - 5.2.2 ***** which were unforeseen and which could not have been expected and which have an impact on the Services to be performed;
 - 5.2.3 *****;
 - 5.2.4 *****
 - 5.2.5 *****
 - 5.2.6 Additional tasks which were not part of the initially contracted work scope being carried out by LHT upon Frontier's request, unless expressly agreed otherwise.

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6. PRICES AND PRICE ADJUSTMENT

6.1 Prices

The applicable prices for the Services and Material are specified in the Attachments (and corresponding annexes) to this Basic Agreement.

6.2 Cost Increase/ Decrease

Unless expressly otherwise stated in the relevant Attachments all prices shall be revised and automatically adjusted annually at the beginning of each calendar year and with effect for that calendar year as follows:

The prices have been calculated assuming that the Services involve a certain Material and labor element. The ratio of that labor and Material element is set forth in the Attachments.

6.2.1 The portion of the prices corresponding to the labor portion of the Services shall be adjusted in accordance with *****.

The price adjustment shall equal *****.

The following formula shall apply:

6.2.2 The portion of the prices corresponding to the Material portion of the Services shall be adjusted in accordance *****.

6.2.3 Frontier hereby accepts any adjustments made in accordance with this Article 6.2.

6.3 Changes of Assumptions

6.3.1 In the event that ***** the Parties shall, upon such Party's request, negotiate in good faith an adjustment of the relevant prices.

6.3.2 In the event that the Parties cannot reach agreement on an adjustment ***** such Party shall be entitled to *****.

6.4 Taxes

6.4.1 All prices under this Agreement are exclusive of any Value Added Tax or similar tax on value or turnover payable in respect thereof, which tax, if any, will be payable by Frontier in addition thereto and at the same time. Subject to this Article 6.4.1, all payments made by Frontier under this Agreement shall be made gross without any tax deductions or withholdings of a similar nature.

6.4.2 If Frontier is required by law to make any deduction or withholding from any payment hereunder, it shall do so and the sum due from Frontier in respect of such payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, LHT receives and retains (free of any liability in respect of any such deduction or withholding) a net sum equal to the sum it would have received and retained had no deduction or withholding been required to be made.

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- 6.4.3 Either party will deliver to the other party or, in certain cases to such government or taxing authority as the other party reasonably directs upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party to make a payment under this Agreement without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification as soon as reasonably practicable.
- 6.4.4 LHT shall be responsible for Excluded Taxes. Frontier shall assume full responsibility for and indemnify and hold harmless LHT on LHT's demand from and against any and all Taxes and customs duties of any nature whatsoever which may arise from this Agreement and the transaction, acts events and circumstances envisaged thereby and in respect to the receipts of LHT hereunder. In the event any such Taxes or customs duties are recoverable, LHT shall use reasonable efforts to recover such Taxes or customs duties paid.

7. PAYMENT TERMS

As consideration for LHT's Services under this Agreement, the Parties may agree on Flat Rate payments, Fixed Price payments or prices calculated on a Time and Material basis.

7.1 Flat Rates

To the extent that the Parties agree upon "Flat Rate" payments for certain Services in the Attachments, the following shall apply:

- 7.1.1 Frontier shall pay to LHT the Flat Rate payment ***** or, if such Day is not a Business Day, on the last Business Day preceding such Day.
- 7.1.2 Frontier shall report to LHT by the ***** the respective purchase order based on the Aircraft Flight Hours and Flight Cycles of the preceding month for each aircraft Serial Number, including TSN and CSN for each Aircraft, and place the purchase for the respective month in accordance with Article 7.1
- 7.1.3 In the event that during any given month the actual Flight Hours are lower than the Minimum Flight Hours in accordance with Article 11.2.1 of the TCS Attachment *****.
- 7.1.4 In the event that Frontier fails to supply LHT with the actual Flight Hours by ***** following the month of services LHT shall be entitled to charge Frontier based upon the actual Flight Hours of the previous month, and LHT will make a reconciliation adjustment at the next invoicing date.
- 7.1.5 This Article 7.1 shall apply respectively in the event that the Flat Rate is not based on Flight Hours but on Engine Flight Hours or APU Operating Hours or any other recurring reference.

7.2 Fixed Prices

To the extent that the Parties agree upon "Fixed Prices" for certain Services in the Attachments, the following shall apply:

- 7.2.1 Subject to Article 7.2.2, Frontier shall pay the Fixed Price *****.
- 7.2.2 *****

7.3 Pricing on the basis of Time and Material

To the extent that the Parties agree upon pricing on the basis of "Time and Material" for certain Services in the Attachments, the following shall apply:

- 7.3.1 *****
Subject to Article 7.3.3, LHT shall issue an invoice after Redelivery and Frontier shall pay within ***** from receipt of LHT's invoice.
- 7.3.2 In the event that the proposed Price exceeds an amount of ***** or the equivalent thereof, both Parties will negotiate adequate payment terms in advance
- 7.3.3 LHT shall be entitled to dispatch all invoices electronically (e-billing) by e-mail or via upload to Frontier's server. This will not yet apply for settlement via IATA Clearing House. Special requirements concerning e-billing in Frontier's country (e.g. verification, archiving) have to

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

be fulfilled by Frontier. In case LHT dispatches the invoices by e-mail the e-mail shall contain the invoice as well as related documentation, if any, and shall fully substitute a hard copy invoice. All such electronic invoices shall be dispatched to the below e-mail address of Frontier. Frontier's mailbox shall have a capacity to receive e-mails up to 5 MB in size and be permanently accessible. To the extent that Frontier provides LHT with the required digital key, LHT will send electronic invoices by encrypted e-mail. Frontier names the following contact person in the event of any transmission problems: XXX.

7.4 LHT Bank Accounts and Address for Payments by Check

7.4.1 Payments by bank transfer to LHT in United States dollars shall be made to:

Lufthansa Technik AG

Account No. *****

ABA/Bank-Code *****

SWIFT-Address *****

7.4.2 In case of payments to LHT, Frontier may pay through the Airline Clearing House (ACH).

7.4.3 Any fees charged in connection with the transfer of funds from Frontier to LHT shall be borne by *****.

7.4.4 Frontier shall make payment in USD.

7.5 Invoice discrepancy

7.6 Any invoice discrepancy between the Parties with regard to a payment obligation shall not affect Frontier's obligation to make payment of the undisputed part of such payment obligation. Such invoice discrepancy must be made in writing, stating the date and number of the concerned invoice, the reason for Frontier's objection and the disputed amount.

7.6.1 In case of an invoice discrepancy LHT and Frontier shall negotiate in good faith to resolve such invoice discrepancy within *****.

7.6.2 If such invoice discrepancy is resolved in favour of LHT, Frontier shall pay to LHT the amount determined by such negotiations within ***** after the end of negotiations. Such invoice discrepancy shall have no impact on the initial due date. If such invoice discrepancy is solved in favour of Frontier, Frontier shall not be obliged to pay the disputed amount or will be reimbursed the disputed amount, in case Frontier had already paid such amount to LHT.

7.6.3 Frontier agrees that any invoice discrepancy with regard to a payment obligation and any claim for reimbursement shall be made within ***** after the respective Services have been performed. Frontier shall be precluded from raising any such invoice discrepancy or claim if not made within this period.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

7.7 Allocation and balancing

7.7.1 In case any payment cannot be allocated to a specific Service, LHT shall be entitled to apply the relevant amount to any outstanding amount owed by Frontier to LHT.

7.8 Late Payment Charge

Frontier shall pay to LHT a daily late payment charge of ***** on all late payments.

In the event that Frontier is a member of the IATA, Frontier hereby irrevocably authorizes LHT to take all steps necessary for the collection of late payments via IATA Clearing House. LHT is entitled to such collection for all late payments plus late payment charges.

7.9 Payment in advance

If Frontier fails to make payment in accordance with this Agreement, LHT may claim prepayment for any future Services to be performed under this Agreement by notifying Frontier in writing.

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8. SECURITY FOR PAYMENT

8.1 Transfer of title

Title to Material supplied by LHT under this Agreement shall remain with LHT until complete payment of all amounts due under this Agreement, unless otherwise stated in any of the Attachments to this Agreement

8.2 Frontier security

Frontier shall deliver to LHT, and shall maintain in effect a Payment Bond issued by an A rated or higher insurance company in the amount of ***** securing all terms and provisions of this Agreement, and as said Agreement may be amended, supplemented or extended. Any cost and fees associated with such surety bond shall be borne by Frontier. The surety bond shall remain effective until 3 years after the start of services under this Agreement. Should Frontier fail to provide a surety bond, Frontier will source an alternative product or collateral in the requested amount. After that introductory period the parties may negotiate in good faith based on payment behavior and the financial standing of Frontier a new form and/or amount of security coverage for LHT. However the minimum shall be *****.

8.3 Failure to Pay

If Frontier fails to pay any undisputed sum on the due date, LHT may provide written notice of such failure to Frontier. If, after ***** of such written notice such sum remains unpaid, LHT may, without breach of this Agreement, discontinue performing under this Agreement with ***** prior notice until all due but unpaid payments are received

8.4 Retention right / lien

In the event that Frontier fails to comply with its payment obligations under this Agreement, LHT has by virtue of its Services performed a contractual right of retention and a contractual lien with respect to the serviced item of Frontier in its custody as well as with respect to other items of Frontier in LHT's custody to secure any claims of LHT against Frontier out of or in connection with this Agreement as well as to secure any claims of affiliates of LHT against Frontier. These rights as well as a set-off right may also be claimed for Services performed or Material supplied previously. The right of retention and the lien as well as a right to set off any due claims of LHT against Frontier with claims of Frontier against LHT may *****.

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9. QUALITY AND WARRANTY

9.1 Quality

- 9.1.1 LHT shall perform all Services under this Agreement in accordance with LHT's Authority approved management system.
- 9.1.2 Upon prior written and reasonable request, Frontier shall have the right to perform quality audits of LHT's organization. In the event that such audit leads to any objections, the Parties shall meet and discuss appropriate remedies to restate compliance with LHT's Authority approved management system.

9.2 Warranty

- 9.2.1 Subject to the limitations of Article 9.2.2, LHT warrants that all Services and all Material manufactured by LHT or its Subcontractors shall be free from defects in workmanship and shall in all material aspects comply with the quality system described in Article 9.1.
- 9.2.2 The warranty is limited as follows, unless expressly agreed otherwise in the Attachments:
- 9.2.2.1 A defect shall only be subject to warranty if it arises within ***** or within ***** whichever may occur first.
- 9.2.2.2 A warranty claim must be raised by Frontier within ***** after the defect has or could have become reasonably apparent and LHT must be provided with the defective part for inspection and repair within an additional ***** after the warranty claim has been raised. If a defect arises on a non-removable part of an aircraft the Parties shall in good faith agree how to remedy such defect in a way convenient for Frontier and reasonably acceptable for LHT.
- 9.2.2.3 LHT does not warrant any defect in Material not manufactured by LHT or a Subcontractor or services not provided by LHT or a Subcontractor.

For such Material or services not covered by this warranty any assignable rights to warranty granted to LHT by its Suppliers shall be assigned to Frontier. LHT shall support Frontier in pursuing such warranty claim.

- 9.2.2.4 The defective part must not have been serviced, repaired, overhauled, maintained or modified by anyone other than LHT or its Subcontractors.
- 9.2.2.5 If upon Frontier's special request LHT or its Subcontractors perform a provisional repair the Material installed and the Services performed during such repair are not subject to warranty.
- 9.2.2.6 Material must at all times have been stored, handled and operated in accordance with manufacturer's recommendations.
- 9.2.3 LHT shall correct any defect covered by this warranty at its own cost and expense at one of its technical facilities or at any other place Frontier and LHT may agree upon from time to time. In such case Frontier shall arrange at its own risk and expense for the removal and the transport of the defective parts to and from the location where the repair shall be made and for the reinstallation of the respective parts.
- 9.2.4 The warranty set forth in this Article 9.2 shall be ***** in case of any *****. Article 11 shall remain unaffected.

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9.3 Flat Rate Agreement

9.3.1 Defective Services or Material covered by a Flat Rate agreement shall be corrected without reference to Articles 9.2.1 to 9.2.3, unless otherwise agreed in the Attachments.

Upon termination of such Flat Rate agreement the remedy contained in Article 9.2.3 shall be fully available to Frontier under the terms and conditions stated in Article 9.2. In such case the time periods stated therein shall begin at the date an aircraft, Engine or Component was last redelivered to Frontier.

9.3.2 The Parties agree that any warranty claim of Frontier against its Suppliers as well as any other comparable credits or benefits relating to Services and an aircraft, Engine or Material covered by a Flat Rate shall be to the benefit of LHT.

Frontier hereby assigns its claims relating to such warranties, credits or benefits to LHT and undertakes to transfer any proceeds, credits or benefits obtained directly from its Supplier to LHT. Frontier shall make any further declarations eventually necessary to effect such assignment and/or transfer; Article 9.4 shall apply respectively. In the event that LHT is legally or otherwise prevented from pursuing any assigned claims directly, Frontier shall pursue such claims in close cooperation with LHT and any corresponding proceeds shall be passed on to LHT.

9.3.3 Frontier further guarantees to LHT that any aircraft or Material serviced by LHT under a Flat Rate agreement is at least covered by a Standard OEM Warranty and that LHT will be able to obtain the benefit of such Standard OEM Warranty.

In the event that LHT should for whatever reason beyond LHT's reasonable control not be able to collect the benefit of a Standard OEM Warranty Frontier shall—notwithstanding other rights LHT may have under Article 9.3.2 pay to LHT at least the difference to the amount corresponding to the benefit that would have been attainable under an enforceable Standard OEM Warranty.

9.4 Warranty Handling

In the event that Frontier either assigns warranty claims to LHT for enforcement in LHT's name or appoints LHT as an agent for the administration of warranty claims for enforcement on Frontier's behalf, the Parties shall confirm such assignment or appointment by completing and signing **General Annex Warranty Handling** or any other appropriate documentation provided by LHT. Frontier shall make available to LHT any documents and information required to administer and enforce the respective claims.

10. DELIVERY AND REDELIVERY

10.1 Terms of Delivery and Redelivery

Unless otherwise agreed herein, the Delivery and Redelivery terms shall be set forth in the Attachments.

10.2 Shipping arrangements

Frontier may request that LHT supports Frontier in arranging for shipment of the Material or aircraft concerned. Any shipment arrangements made by LHT shall be in the name and on behalf of Frontier and LHT will not act as forwarding agent to Frontier.

10.3 CRS / Acceptance Certificate

Upon completion of the Services and at the latest upon Redelivery, LHT and/or its authority approved Subcontractor, as the case may be, shall issue and provide to Frontier a CRS, unless Frontier issues the CRS through its own approved organization.

Upon Redelivery, Frontier shall sign and provide to LHT a document of acceptance to confirm that the agreed Services have been completed in accordance with this Agreement or stating any objections. In the event that the aforementioned signed document is not provided to LHT prior to or upon Redelivery, the Services shall be deemed to have been completed as agreed.

10.4 Packaging

Any Material shall be packed for shipment using appropriate shipping containers that are in compliance with ATA 300 specification. To the extent that shipping containers are provided by LHT Frontier shall return such reusable shipping containers to LHT after Redelivery within ten (10) Business Days unless otherwise agreed in writing.

11. LIABILITY AND INDEMNIFICATION—INSURANCE**11.1 Liability and Indemnification**

- 11.1.1 Each Party will be liable towards the other Party for damage to or loss of property and for the injury to or death of any person caused by ***** the wilful misconduct of its directors, officers, employees, agents or Subcontractors in connection with or as a result of the Services rendered under this Agreement.
- 11.1.2 LHT will indemnify and hold harmless Frontier, its directors, officers, employees, agents and Subcontractors from and against all claims of third parties related to damage, loss, injury or death caused by ***** the wilful misconduct of LHT, its directors, officers, employees, agents or Subcontractors.
- 11.1.3 Frontier will indemnify and hold harmless LHT, its directors, officers, employees, agents and Subcontractors from and against all claims of third parties related to damages, loss, injury or death unless such damage, loss, injury or death is caused ***** or the wilful misconduct of LHT, its directors, officers, employees, agents or Subcontractors.
- 11.1.4 The liability and indemnification include *****. However, under no circumstances will the liability in Article 11.1 include ***** , provided, however, that this Article 11.1.4 *****.

11.2 Insurance

- 11.2.1 During the term and for a minimum period of ***** after the termination or expiration of this Agreement Frontier will effect and maintain and will provide LHT with a certificate of insurance evidencing the following coverages:
- 11.2.1.1 *****
- 11.2.1.2 *****
- 11.2.1.3 *****

In case items are leased or loaned to Frontier by LHT as per Art. 3.2 and Art. 13 of the TCS Attachment, *****.

- 11.2.2 ***** will be named as additional insureds with regard to *****.
- 11.2.3 All of the insurances will provide in favour of *****.
- 11.2.4 During the term and in respect of Products and Completed Operations Liability and for a minimum period of ***** after the termination or expiration of this Agreement LHT will effect and maintain and will provide Frontier with a certificate of insurance evidencing the following insurances:

- 11.2.5 Frontier, its directors, officers, employees, agents and Subcontractors will be named as additional Insureds with regard to the insurance named in Article 11.2.4 above in case LHT is liable according to this agreement and such insurance will be primary and non-contributory to any insurances carried by Frontier and will contain a severability of interest clause.
- 11.2.6 All of the insurances will provide in favour of *****.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

11.3 Termination of Insurance

If Frontier is no longer insured as per Article 11.2.1 Frontier will inform LHT of this situation in writing and LHT may discontinue providing support. However, if Frontier still maintains insurances as per Article 11.2.1 but LHT does not have valid certificate, Frontier has ***** to provide proof of insurance. LHT then is also entitled to terminate the contract with immediate effect.

If LHT is no longer insured as per Article 11.2.4 LHT will inform Frontier of this situation in writing. Frontier then is also entitled to terminate the contract with immediate effect. However, if LHT still maintains insurance as per Article 11.2.4 but Frontier does not have valid certificate, LHT has ***** to provide proof of insurance.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

12. TERM AND TERMINATION

12.1 The Basic Agreement shall remain in force and be effective at least as long as one Attachment is still effective.

12.2 Subject to Article 12.1, the Basic Agreement shall survive for a minimum term of 10 years until 11/04/2024. Frontier and LHT have the right to extend this agreement for another five year term upon providing written notice to LHT *** in advance of expiration.**

In the event of a material breach of this Agreement by a Party, the other Party may terminate this Agreement as a whole or—if the material breach relates only to a particular Attachment—the Attachment concerned by prior written notice, unless the breaching Party cures the breach within ***** after having been notified by the non-breaching Party of the respective breach.

12.3 Either Party may terminate this Agreement as a whole or any of the Attachments ** if *****.**

12.4 Unless otherwise agreed in the Attachments, in the event that prior to the expiration of this Agreement or any of its Attachments Frontier no longer operates an aircraft, an Engine or a Component which is subject to the Services under this Agreement, ***.**

12.5 The premature termination of this Agreement as a whole or any Attachment by act of the Parties or otherwise shall not relieve the Parties of any liabilities, obligations, expenses or charges accrued up to the date when such termination takes effect and shall be without prejudice to any rights accruing to either Party up to said date of termination.

12.6 *****

12.7 *****

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

13. CONFIDENTIALITY, NO TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

- 13.1** The Parties shall treat as strictly confidential any information pertaining to this Agreement, including the document itself as well as individual provisions contained therein ("**Confidential Information**"). Confidential Information shall include, but not be limited to, the contents of the negotiations leading up to this Agreement, any business, technical and strategic data disclosed by the other Party or its Subcontractors at any time for any reason—comprising any and all such information in oral or visual form—including but not limited to prices for Materials and Services, the scope of Services offered, legal provisions, Turnaround Times and man-hours needed.
- 13.2** Neither Party shall disclose any Confidential Information to any employee, except where such disclosure is necessary in order to fulfill the obligations under this Agreement and the employee commits to comply with the respective Party's confidentiality obligations. Either Party may disclose Confidential Information to its certified accountants and attorneys, such persons to be instructed to adhere to the terms of this Article and as required by applicable law. In case Frontier is not the owner of the aircraft, Engine, Material or Component serviced subject to this Agreement, LHT may upon request by the owner and/or lessor of such aircraft, Engine, Material or Component disclose to the owner and/or lessor Confidential Information regarding such aircraft, Engine, Material or Component LHT's right to disclose certain Frontier information including Confidential Information to its affiliates, subsidiaries and/or Subcontractors remains unaffected.
- 13.3** Any Party receiving Confidential Information from the other Party in connection with this Agreement ("**Beneficiary**") shall not be bound by the confidentiality obligations under this Article 13 if the Beneficiary can prove that the Confidential Information:
- was already known to the public prior to the date the Beneficiary received said information;
 - has become known to the public after the date the Beneficiary received said information, except if the Beneficiary is the originator of the publication of said information;
 - has been communicated to the Beneficiary at any date by a third party with the right to communicate it,
 - must be disclosed by binding and final order of a competent court or authority, in which case the Beneficiary will immediately inform the other Party about such mandatory disclosure and limit the disclosure to the extent legally permissible.

The aforementioned exceptions to the confidentiality obligations under this Article 13 shall apply to a combination of single pieces of Confidential Information only if such combination is subject to one of the aforementioned exceptions but not if only each individual piece of Confidential Information is subject of said exceptions.

- 13.4** All obligations of confidentiality imposed under this Article 13 shall survive the term of this Agreement for a period of *****.
- 13.5** LHT shall at all times retain all rights, title and interest in and to the intellectual property contained in the Services, products and processes, including but not limited to all rights under applicable patents, copyrights, trademarks and trade secrets and all

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

renewals and extensions thereto. The disclosure of any documents, data and other information in connection with this Agreement, including without limitation when such disclosure is made in fulfillment of a contractual obligation hereunder, shall not be construed as a grant or transfer of such rights.

14. NOTICES AND COMMUNICATION

14.1 Except as otherwise stated in Article 7.3.4, for messages and correspondence exchanged in connection with this Agreement in day-to-day business, each Party may notify the other Party in writing at suitable postal, telefax, e-mail or other addresses and telephone numbers. The addresses given in Article 14.4 below may also be used.

14.2 No Party may claim that the other Party has received such messages or correspondence if other addresses than those exchanged or given below were used.

14.3 Messages sent by e-mail or other electronic means shall be deemed received only when the message has been opened by the recipient. The burden of proof for the receipt and time of receipt of such messages shall lie with the Party sending the message.

14.4 Whenever written notification or notice is required under this Agreement such notification or notice shall be given by telefax, mail or internationally recognized courier service to the following postal address:

Postal Address: Lufthansa Technik AG
Dept.: Marketing and Sales, HAM TS
Weg beim Jäger 193 (P.O. Box 63 03 00)
22335 Hamburg
GermanyTelefax: *****

Postal Address: Frontier Airlines, Inc.
General Counsel
7001 Tower Road
Denver, CO 80249
USA

Email: *****
Telefax: *****

14.5 Frontier shall report Flight Hours and Flight Cycles, if required, by using the Lufthansa Technik Customer Lounge web application "Airborne" accessible at www.lufthansa-technik.com.

Contact addresses for individual communication are: e- mail address: *****

Phone: *****

Fax: *****

Telex: *****

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

15. LAW AND JURISDICTION

15.1 Governing Law

This Agreement and any dispute shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. without regard to its conflicts of laws principles.

15.2 Dispute Resolution / Arbitration

- 15.2.1 Any dispute between the Parties with respect to the interpretation of any provision of this Agreement or with respect to the performance of either Party shall be resolved as specified in this Section 15.2
- 15.2.2 Prior to commencing arbitration, the Parties may, if they so agree, seek the opinion of the relevant manufacturer in relation to the Services under dispute with a view to settling the dispute in good faith. In addition, each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavouring to resolve such dispute. The designated representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. These procedures shall not prejudice either Party's right to commence arbitration at any time as per Article 15.2.3.
- 15.2.3 If the dispute is not resolved by the Parties under Section 15.2.2, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the Rules. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. All proceedings in the arbitration shall be scheduled and conducted so that the arbitral tribunal may render the award as expeditiously as possible.
- 15.2.4 The award shall be final and binding. No Party shall seek recourse to a court of law or other authorities to appeal or otherwise set aside the award. The award shall be in writing and in English, and shall specify the factual and legal basis for the award. The award may be enforced in any court having jurisdiction. The arbitrator shall award to the prevailing Party its costs, including reasonable attorneys' fees and costs, to the degree of such prevailing Party's success.
- 15.2.5 The award of the arbitration may be enforced in any court having jurisdiction over the person or property of the Parties. Nothing in this Agreement shall prevent any Party, before an arbitration has commenced pursuant to this Article 15.2, from seeking interim or injunctive relief, which will then have to be approved by the arbitral tribunal as per Article 15.2.3. For the sole and exclusive purpose of seeking pre-arbitral interim or injunctive relief, both Parties hereby consent and submit to the sole and exclusive jurisdiction of the federal courts of the Southern District of New York, and agree that such court is the most appropriate and convenient court to settle any pre-arbitral dispute, and accordingly waive the right to argue the contrary.
- 15.2.6 The Parties agree to keep any arbitration confidential, and shall not disclose to any person the existence of the arbitration, any document submitted or exchanged in connection with it, any oral submissions or testimony, any transcripts, or any award, unless such disclosure is required by law.
- 15.2.7 The Parties agree that this Agreement and the resulting obligations and relationships are commercial and that the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards and the Inter-American Convention on International Commercial Arbitration of 1975 apply to this Agreement and to any order or arbitral award resulting from any arbitration conducted in accordance with this Agreement.

- 15.2.8 Frontier hereby appoints Corporation Services Company: 80 State Street, Albany, NY 12207 (Phone 1-866-403-5272) as its agent for service of process in New York in any dispute; provided, however, that the agent may be replaced by another agent in New York upon thirty (30) Days' written notice. Service of process on the designated agent at the designated address shall be deemed, for all purposes, to be due and effective service and service shall be deemed completed whether or not forwarded to or received by the respective Party. Any correspondence sent to a Party's agent for service of process shall also be copied to the Party directly pursuant to Article 14.4; provided, however, that the failure to copy any Party directly shall not affect the effectiveness of any service of process.
- 15.2.9 LHT hereby appoints Lufthansa Technik Component Services: 3102 Commerce Parkway, Miramar, FL 33025 as its agent for service of process in any dispute; provided, however, that the agent may be replaced by another agent upon thirty (30) Days' written notice. Service of process on the designated agent at the designated address shall be deemed, for all purposes, to be due and effective service, and service shall be deemed completed whether or not forwarded to or received by the respective Party. Any correspondence sent to a Party's agent for service of process shall also be copied to the Party directly pursuant to Article 14.4; provided, however, that the failure to copy any Party directly shall not affect the effectiveness of any service of process.
- 15.2.10 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE.

16. MISCELLANEOUS**16.1 Change of Law / Compliance with foreign export and import regulations**

16.1.1 The Parties have agreed that certain laws and regulations regarding certification and regulatory requirements are to be observed in the performance of Services under this Agreement. Neither Party can foresee to what extent those laws and regulations will change after the execution of this Agreement. While LHT will use its best efforts to mitigate any impact on the performance and the agreed terms of the Services because of a change of laws (including export laws), regulations or their interpretation by the relevant Authority, any such impact and any resulting additional cost incurred by LHT shall be the responsibility of and be borne by Frontier.

16.2 Assignment

Any assignment of rights or obligations arising from this Agreement shall require the prior written consent of the other Party which shall not be unreasonably withheld.

16.3 Form of Agreement

16.3.1 Two counterpart originals of this Agreement shall be signed and executed by the Parties. One original shall remain with each Party. Each page of each original of the Agreement shall be initialled by each Party.

16.3.2 This Agreement shall not be varied in terms or amended except by an instrument in writing explicitly named an amendment to this Agreement and signed by duly authorized representatives of the Parties.

16.3.3 This Agreement is the entire understanding between the Parties subject matter herein. There are no oral, written or implied agreements with regard to the subject matter herein. In no event shall any general terms and conditions for purchase and/or sale of either Party apply.

16.3.4 All communication between the Parties shall be in English and all documentation shall be made available to the other Party In English. In case any other language is used or any document including this Agreement is translated into any other language it shall be for convenience only. The version in English shall be binding.

16.4 Incoterms

Any reference to any Incoterm shall be a reference to Incoterms 2000.

16.5 Order of Precedence

In the event that a provision in an Attachment, General Annex or contractual document referencing the Basic Agreement deviates from or conflicts with a provision in the Basic Agreement, the provision in such Attachment, General Annex or contractual document referencing the Basic Agreement shall prevail, but only if explicit reference is made to the conflicting or deviating provision in the Basic Agreement which it shall supersede. Article 12.1 shall remain unaffected.

16.6 Waiver and Severability

16.6.1 The failure by either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of its rights.

16.6.2 Nothing contained in this Agreement shall require either Party to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to either Party by any governmental authority. If any of the provisions of this Agreement are held unlawful or otherwise ineffective by any court of competent Jurisdiction, the remainder of this Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision substituted.

16.7 Export Clause

Both Parties shall comply with all applicable domestic and foreign export compliance requirements, including applicable US export laws and regulations (e.g. ITAR, EAR and OFAC sanctions regulations) and those of other relevant foreign jurisdictions. Upon either Party's request, the other Party shall promptly provide the requesting Party with appropriate certifications as required by such applicable export laws and regulations, or as necessary to ensure continuing compliance with such applicable export laws and regulations.

IN WITNESS WHEREOF Frontier and LHT have caused this Agreement to be executed as of the Day and year written below.

Hamburg, Germany
Date: November 11, 2014

Name: /s/ Wolfgang Weynell
Title: Vice President, Sales, EUMEU & AMERICAS

Denver, CO USA
Date: [Undated]

Name: James G. Dempsey
Title: Chief Financial Officer

For and on behalf of
Lufthansa Technik AG:

/s/ Harald Gloy
Senior Vice President, Aircraft Component Services

For and on behalf of
Frontier Airlines, Inc.:

/s/ James G. Dempsey

Attachment on Aircraft Production Inspection
("APIP Attachment")

between

Frontier Airlines
7001 Tower Road
Denver, CO 80249
USA
hereinafter referred to as "Frontier"

and

LUFTHANSA TECHNIK AG

Weg beim Jäger 193
22335 Hamburg
Germany
hereinafter referred to as "LHT"

each of them hereinafter referred to individually as a "Party" and collectively as the "Parties".

1. SCOPE OF THE APIP ATTACHMENT

Frontier hereby engages LHT and LHT agrees to provide to Frontier its professional support services that shall consist of supporting the inspections held by Airbus in accordance with the Airbus Customer Inspection Program FM1302305, in order to give continuity to the Aircraft delivery process (hereinafter the “Aircraft Production Inspection Program or APIP”).

The terms and conditions of the said services are outlined in this APIP Attachment and set out in detail in Article 3 SCOPE OF SERVICES of this APIP Attachment.

The General Terms of the “Agreement on Technical Services for A320 Family Aircraft” dated 5.11.2014 between the Parties (hereinafter referred to as the “General Terms”) shall apply wherever applicable, unless stated otherwise in this APIP Attachment. For the purposes of this APIP Attachment, such General Terms will remain in effect during the Term. This APIP Attachment shall prevail in the case of a conflict between this APIP Attachment and the General Terms.

2. DEFINITIONS AND ABBREVIATIONS

The following capitalized terms, expressions and abbreviations shall have the following meanings for the Services provided subject to this APIP Attachment:

Aircraft	an aircraft being manufactured by Airbus to be delivered to Frontier a detailed listing of the Aircraft to be covered under this APIP Attachment is set forth in Article 1 of Annex No.1 to the APIP Attachment stating the respective manufacturer serial number (MSN).
Airbus	Airbus S.A.S.
BFE	Buyer furnished equipment
BFG	Goodrich Cooperation
Buy Backs	LHT acceptance of any rectifications made by Airbus
eQLB	shall mean the Airbus electronic quality log book
FAL	shall mean the final assembly line as used in Airbus Customer Inspection Program FM1302305 in order to give continuity to the Aircraft delivery process
FAL Customer Manager	is the responsible contact person at Airbus for all quality issues with respect to the Aircraft

Fixed Price	a predetermined price for the Service or Services according to Article 3
Services	The scope of work as described in Article 3 of this APIP Agreement
Term	a reference to the term during which this APIP Attachment is effective (as set out in Article 8).

Other capitalized terms used herein but not defined shall have the meanings given in the General Terms.

3. SCOPE OF SERVICES

3.1 Subject to the terms and conditions set forth in this APIP Attachment, LHT shall perform the Services as stipulated under this Article and according to the presentations made by Airbus in accordance with Airbus Customer Inspection Program FM1302305.

3.1.1 Assembly Inspection

With regard to the final assembly Inspection the support Services performed by LHT include the following:

- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****

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3.1.2 Section Inspection

With regard to the section inspection the Services performed by LHT include the following:

- *****

- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****

3.1.3 Final Acceptance Assistance

LHT assists the final acceptance inspectors assigned by Frontier during the final acceptance inspection by participation of one appropriate assembly line inspector of LHT. Such assistance is limited to the available know-how and expertise of the assigned LHT inspector.

This service includes:

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.
APIP ATTACHMENT Frontier Airlines
April 30th, 2015

3.2 LHT shall provide written reports to Frontier. The contents and format of such reports shall be mutually agreed between the Parties.

The Report shall include following information:

- *****
- *****
- *****
- *****

3.3 If in the course of the provision of Services and at its discretion, LHT becomes aware of the fact that it is necessary or advisable to modify the contractual performances, LHT will submit to Frontier a written proposal concerning the suggested alterations. The Parties hereto will use all reasonable efforts to come to a written agreement regarding such modifications, to be recorded as an amendment to this APIP Attachment For the avoidance of doubt, any such modifications or alterations are subject to a written agreement in the form of an amendment to this APIP-Agreement.

3.4 With regard to APIP, all information, data, documents made available to LHT by Frontier or Airbus, LHT assumes and shall have the right to assume that such information, data and/or documents made available to LHT are correct. LHT shall have no obligation to verify such information, data and /or documents. Consequently LHT shall not be responsible for any incorrect results of their consulting performance as far as such results are due to incorrect information, data and/or documents material furnished by Frontier.

4. OBLIGATIONS OF FRONTIER

Frontier shall provide the following documentation required for the provision of the Services no later than ***** before begin of the Services for each Aircraft and in addition any other information or data or documentation (“Additional Information”) LHT may require for the provision of the Services.

- Participation Agreement to guarantee LHT’s access to the aircraft
- Detailed Frontier aircraft specification

5. PRICES AND INVOICING

For this APIP Attachment, LHT will perform the Services described in this APIP Attachment ***** for ***** Aircraft of which the first ***** are referenced in ANNEX 1, Article 1 Aircraft.

Subsequently LHT shall not send any invoices for the services as described in this Attachment under Article 3 Scope of Service.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

6. QUALITY AND WARRANTY

6.1 Quality

LHT shall perform all Services under this APIP Attachment in accordance with LHT's Authority approved management system.

Upon prior written and reasonable request, Frontier shall have the right to perform quality audits of LHT's organization. In the event that such audit leads to any objections, the Parties shall meet and discuss appropriate remedies to restate compliance with LHT's Authority approved management system.

6.2 Sole and exclusive Warranty

LHT warrants that the Services provided comply with the LHT Authority approved management system. The warranty shall be limited to ***** after delivery of the Aircraft by Airbus to Frontier.

***** For the avoidance of doubt: LHT assumes no responsibility and gives no warranty for any defects originated by Airbus.

7. ADDITIONAL LIABILITY AND INDEMNIFICATION

All other Liability and Indemnification clauses from the General Terms shall remain valid.

8. TERM AND TERMINATION

This APIP Attachment is valid from the date of signature until LHT has fully supported aircraft production inspections on thirty (30) Frontier aircraft deliveries

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

APIP ATTACHMENT Frontier Airlines

April 30th, 2015

The following ANNEX is an Integral part of this APIP Attachment:

ANNEX NO. 1 – AIRCRAFT AND PRICES FOR THE SERVICES

IN WITNESS WHEREOF Frontier and LHT have each caused this APIP Attachment to be executed by their duly authorised representatives as of the day and year written below.

Hamburg, Germany
Date: April 30, 2015

Name: Daniel Schiffer

Title: Head of APIP

Date: April 30, 2015

Name: Holly L. Nelson

Title: Chief Accounting Officer

For and on behalf of
LHT:

/s/ Daniel Schiffer

For and on behalf of
Frontier Airlines, Inc.:

/s/ Holly L. Nelson

APIP ATTACHMENT Frontier Airlines
April 30th, 2015

ANNEX NO. 1

1. AIRCRAFT

Frontier Airbus A321 Aircraft to be delivered by Airbus:

Schedule for additional Frontier Airbus Aircraft to be added at a later date.

***** Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.
APIP ATTACHMENT Frontier Airlines
April 30th, 2015

CONFIDENTIAL**FRONTIER AIRLINES — JUNE 2014****NAVITAIRE HOSTED SERVICES AGREEMENT****Table of Contents**

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NAVITAIRE HOSTED SERVICES AGREEMENT

This Hosted Services Agreement (the “**Agreement**”) is made between Navitaire LLC, a Delaware limited liability company (“**NAVITAIRE**”) and Frontier Airlines, Inc., a Colorado corporation, (“**Customer**”), and shall be effective as of June 20, 2014 (“**Effective Date**”).

Recitals

- A. Accenture LLP is a global management consulting, technology services and outsourcing company.
- B. NAVITAIRE, wholly owned by Accenture LLP, is an airline technology services company, which provides various services such as hosted reservation and revenue management services to airline companies worldwide.
- C. The parties desire that NAVITAIRE provide to Customer Hosted Services (as defined in Section 1), and Customer desires to purchase such Hosted Services on the terms contained in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

As used herein, the following terms shall have the meanings accorded them in this Section 1. In the event of any conflict between a definition set forth in this Section 1 and in any one contained in an Exhibit to this Agreement, the definition contained within such Exhibit shall control.

- 1.1 Affiliate** of a party means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with such party. “Control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.
- 1.2 API(s)** means Application Program Interface(s) contained within the Hosted Services System and used to facilitate communications between external systems of Customer or Customer API Agents and the Hosted Services System.
- 1.3 Business Critical Services** means the services required to be restored first in the event of a Disaster and comprise the components listed in the Disaster Recovery Services descriptions in Section 5 of Exhibits A and F, as applicable.
- 1.4 Confidential Information** has the meaning set forth in Section 9.1 hereof.
- 1.5 Configurable Template** means any of the templates comprising from time to time a part of the Hosted Services System and designed to permit Customer to configure the presentation and interfaces of the Hosted Services through the use of API(s) made available by NAVITAIRE as a part of Hosted Services for such purpose.

- 1.6 Contract Year** means each twelve (12) month period commencing at the Target Date listed for Hosted Reservation Services in Exhibit A, as such Target Date may be modified pursuant to Section 1.6 of Schedule K to this Agreement. If Hosted Reservation Services are not in scope of the Agreement, the Target Date in the applicable exhibit is used to determine the Contract Year.
- 1.7 Critical Business Data** means the data required to be restored first in the event of a Disaster, detailed in the Disaster Recovery Services chart included in Section 5, New Skies by NAVITAIRE Functionality Included in Hosted Reservation Services, in Exhibit A.
- 1.8 Current Release** means the latest generally available release of the NAVITAIRE software that NAVITAIRE makes commercially available to its hosted services customers and as represented by the second number in the release description (*e.g.*, where Release 4.1 is the current release, with Release 4.0 being the current release “minus one”).
- 1.9 Customer Agent** means employees of Customer, and contractors, service providers, and agents of Customer that are not competitors of NAVITAIRE.
- 1.10 Customer API Agent** means, referral entities, resellers and sales channel partners of Customer, including Code Share Operating Carriers and Code Share Marketing Carriers that communicate with the Hosted Services System via API.
- 1.11 Customer Authorized Support Contact(s)** has the meaning set forth in Exhibit D.
- 1.12 Custom Enhancement Request** means a request by Customer for an Enhancement made pursuant to Support Center Support or a Work Order.
- 1.13 Customer Account Liaison** has the meaning set forth in Exhibit D.
- 1.14 Customer Data** means the data entered into the Hosted Services System by Customer, a Customer Agent authorized to use the Hosted Services System in accordance with this Agreement, or a customer of Customer.
- 1.15 Customer Personal Data** means data which is owned or controlled by Customer, which NAVITAIRE has access to and/or otherwise processes for the purpose and during the provision of the Services, and which names or identifies a natural person including, without limitation: (a) data that is explicitly defined as a regulated category of data under data protection laws applicable to Customer; (b) non-public personal data, such as national identification number, passport

number, social security number, driver's license number; (c) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information, such as a policy number, credit card number and/or bank account number; and/or (e) sensitive personal data, such as race, religion, marital status, disability, or sexuality.

- 1.16 Customer Responsibilities** means the obligations of Customer set forth in this Agreement including any Exhibits and any functions or responsibilities not specifically described in this Agreement which are inherent to and necessarily required to be performed by Customer as part of such obligations.
- 1.17 Customer Website** means the customized portal provided by Customer for passengers to use for booking transactions via the Internet.
- 1.18 Deliverables** mean Materials that are originated and prepared for Customer by the Service Provider (either independently or in concert with Customer or third parties) and delivered to Customer during the course of the NPS Services under this Agreement, within the scope of a Work Order, as described in the Work Order form included in Exhibit L of this Agreement.
- 1.19 Disaster** means an unplanned production data center outage of twenty-four (24) hours or sufficient duration to cause severe loss or impairment of all of the following areas: (i) ticket sales, (ii) airport check-in, (iii) boarding, and (iv) functionalities utilized by the callcenter whereupon a Disaster may be declared, and the redeployment of resources to a recovery data center ("DR Site") to reinstate service may be triggered. A Disaster may be caused by disruptive events including but not limited to Force Majeure Events (as defined in Section 14.2 of the Agreement).
- 1.20 Disaster Recovery (DR)** means the process of rebuilding and restoring sustained operations of the Hosted Services System environment capabilities after a Disaster, in an alternate data center facility, and hand over of recovered services to Customer for Customer testing and resumption of Customer business functions.
- 1.21 Disaster Recovery Services** means the Disaster Recovery services provided hereunder and in accordance with the specifications set out at Exhibit A, which includes a backup system at an alternate location to be made available in case of a Disaster. Such services shall include but not be limited to the following:
- Provides an alternate data center site Disaster Recovery solution;
 - *****
 - *****
 - *****

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- *****
- *****

- 1.22 Emergency** has the meaning set forth in Section 5 of Exhibits A, B, F, and G.
- 1.23 Enhancement** means new functionality or modifications to existing functionality within the Hosted Services System, but does not include System Error fixes.
- 1.24 Hosted Reservation Services** means the services described in Exhibit A; provided that if Hosted Reservation Services are not designated as being contracted for in Section 2, Exhibit A shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.25 Hosted Revenue Accounting Services** means the services described in Exhibit G; provided that if Hosted Revenue Accounting Services are not designated as being contracted for in Section 2, Exhibit G shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.26 Hosted Revenue Management Services** means the services described in Exhibit B; provided that if Hosted Revenue Management Services are not designated as being contracted for in Section 2, Exhibit B shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.27 Hosted Services** means Hosted Reservation Services and/or Hosted Revenue Management Services and/or Hosted Web Services and/or Hosted Revenue Accounting Services as designated in Section 2 of this Agreement. Hosted Services are provided by NAVITAIRE and its Affiliates.
- 1.28 Hosted Services System** means with respect to Hosted Reservation Services, Hosted Revenue Management Services, Hosted Web Services, and/or Hosted Revenue Accounting Services, the hardware and software used by NAVITAIRE as part of the Services as well as in each case any user documentation associated therewith (including Configurable Templates and any associated API(s)).
- 1.29 Hosted Web Services** means the services described in Exhibit F; provided that if Hosted Web Services are not designated as being contracted for in Section 2, Exhibit F shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.30 Incident (INC)** means a Customer reported Hosted Services trouble report and description logged and submitted through the INC schema in NAVITAIRE's Internet based customer support tool (Remedy).

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- 1.31 Internal Business Purpose** means use of the Hosted Services or Hosted Services System solely to support the internal organization of Customer in pursuit of ordinary and customary internal transportation-related business operations, and without limiting the foregoing not for any purpose restricted by Section 7 hereof.
- 1.32 Interrupted Service** means a complete system availability outage of any of the following systems: (i) check-in system comprised of both SkyPort and GoNow, or (ii) the Hosted Reservation Services, or (iii) Hosted Web Services Systems, due to the following:
- NAVITAIRE controlled primary circuit network line being down;
 - NAVITAIRE controlled server or router being down; or
 - System Error which causes the system to be completely unavailable.
- 1.33 Invoicing Currency** means the currency that NAVITAIRE uses in preparation of monthly Customer invoices. The Invoicing Currency for this Agreement is USD.
- 1.34 Maintenance Release** means modification(s) or change(s) to the Hosted Services System for System Error fixes or minor Enhancements. As of the Effective Date of the Agreement, the maintenance release number is represented by the 3rd number in the release description (*e.g.*, Release 4.1.1 represents the 1st maintenance release of the 4th Major Release and 1st Minor Release of New Skies), but such numbering is subject to change at NAVITAIRE's discretion.
- 1.35 Major Release** means material modification(s) or change(s) to the Hosted Services System (a) architecture or database, or (b) that adds new module(s) or series of functionalities to the Hosted Services System. As of the Effective Date of the Agreement, the major release number is represented by the 1st number in the release description (*e.g.*, Release 4.0.1 represents the 4th major release of New Skies), but such numbering is subject to change at NAVITAIRE's discretion.
- 1.36 Mark** has the meaning set forth in Section 4.11 hereof and in Exhibit E.
- 1.37 Materials** mean work product and other materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts and summaries thereof.
- 1.38 Minor Release** means modification(s) or change(s) to the Hosted Services System for System Error fixes, error corrections, and modifications for new versions of the supported operating systems which are generally provided by NAVITAIRE to customers who are eligible to receive Support Services;

provided, however, that a Minor Release does not include new or separate product offerings, Major Releases, or any modules or systems that NAVITAIRE markets as new or distinct products, whether or not such products are intended as successor products to the Hosted Services System. As of the Effective Date of the Agreement, the minor release number is represented by the 2nd number in the release description (*e.g.*, Release 4.1 represents the 1st minor release of the 4th Major Release of New Skies), but such numbering is subject to change at NAVITAIRE's discretion.

1.39 NAVITAIRE Account Manager means the NAVITAIRE Commercial Account Manager and/or other NAVITAIRE representatives as designated in Customer's copy of the NAVITAIRE Procedures Manual, provided by the NAVITAIRE Support Center.

1.40 NAVITAIRE Property has the meaning set forth in Section 7.2 hereof.

1.41 NPS means Navitaire Professional Services, a division of Navitaire LLC that specializes in providing custom solutions to NAVITAIRE customers.

1.42 Passing Website Efficiency Grade means the grade assigned to the Customer Website meeting the parameter below which is derived from the Performance Score and Maximum Page Size as measured by using a mutually-agreed and objective, third party tool; *provided that* if the parties cannot agree to a mutually-agreed and objective, third party tool, then the parties shall use the YSlow tool and rule set, created by Yahoo! and available via a free download at yslow.org, to measure Customer's website and obtain the Performance Score and Maximum Page Size. The parties may agree to use an alternate tool in the future by executing a written amendment modifying this definition. Passing Website Efficiency Grade is comprised of:

1) *****

2) *****

The list of YSlow rules applied to Customer's website is provided in the NAVITAIRE Procedures Manual, available on NAVITAIRE's Customer Care web site.

In the event that YSlow: 1) is no longer available at no cost to NAVITAIRE; 2) no longer measures the Maximum Page Size; or 3) does not provide a Performance Score as contemplated above; NAVITAIRE and Customer mutually agree to evaluate a potential replacement tool or modifications to this definition.

1.43 Passive/Informational Segment means a Segment on the host PNR for informational notice of flights on other airlines, which does not directly affect the host's flight inventory.

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- 1.44 Peak Usage** means usage of the Hosted Reservation Services or Hosted Web Services that is no greater than either of the following:
- (i) *****
 - (ii) *****
- 1.45 PNR** means a Passenger Name Record, being an individual electronic record with a unique record locator number, which may contain one or more passenger names, but does not necessarily contain active or inactive booked Segments.
- 1.46 Production Version** means, at any given time, the version of the Hosted Services System then utilized to provide the Hosted Services to Customer in a live, production environment.
- 1.47 Professional Services** means the services performed for Customer by Navitaire LLC, as the Service Provider, pursuant to the terms of Exhibit L and a mutually agreed, written Work Order based upon the Work Order form included in Exhibit L.
- 1.48 Recovery Point Objective (RPO)** means the maximum amount of data loss measured in time, for the Critical Business Data.
- 1.49 Recovery Time Objective (RTO)** means the time as set out herein for the invocation of the Disaster Recovery process and the handover of the sustainably recovered Business Critical Services to Customer for testing.
- 1.50 Segment or Host Segment** means a nonstop individual booked flight segment or passive/informational segment.
- 1.51 Services** means any services NAVITAIRE provides or is obligated to provide pursuant to this Agreement or any Work Order, including without limitation the Hosted Services, Implementation Services, Support Services and Professional Services.
- 1.52 Service Fees** means the fees payable by Customer as specified in Section 1.1 of Exhibit K.
- 1.53 Service Levels** means the service levels determined in accordance with Exhibit A, Section 7.
- 1.54 Service Level Credit** means an amount to be credited to an invoice in accordance with Section 8.5.3 of Exhibit A.
- 1.55 Service Provider** means the entity described in the Professional Services definition.

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- 1.56 **Strategic Business Review** means the process whereby NAVITAIRE gathers information on Customer’s desired use of the Hosted Services and outlines functional capabilities of the Hosted Services System.
- 1.57 **Support Center** or **NAVITAIRE Support Center** means the NAVITAIRE facility that accepts phone and Internet based customer support tool service requests related to Hosted Services.
- 1.58 **Support Center Support** means the Services described in Section 2 “Scope of Services” of Exhibit J.
- 1.59 **Support Fees** means fees payable by Customer for applicable NAVITAIRE Support Center Support as specified in Exhibit K.
- 1.60 **Support Services** means the portion of the Services to be provided without additional fees other than the fees identified in Section 1.1 of Exhibit K which consists of: (a) the correction of System Errors, as described in Section 2.1 of Exhibit J; and (b) Support Hours as described in Section 4 of Exhibit J.
- 1.61 **Target Date** means the completion date for Implementation Services for each of the defined Hosted Services as outlined in Section 3 of Exhibits A, B, F, and G unless the Target Date has been changed as outlined in Exhibit K. In the event that Customer utilizes the Hosted Services for live production use before the Target Date, the Target Date will be deemed to be the first date of production use of such Hosted Services. The specific Target Date for each of the Services is located in Section 3.9.1 of Exhibits A, B, and G, and Exhibit F, Section 3.7.1.
- 1.62 **Term** means the duration of the Agreement.

2. **Scope of Services**

For purposes of this Agreement, Hosted Services include (as designated by ‘X’) the following:

‘X’ or ‘N/A’	Hosted Services
*****	*****
*****	*****
*****	*****
*****	*****

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In addition, the parties may further agree that Navitaire LLC will provide Professional Services pursuant to Exhibit L the parties agree and execute a written Work Order in a form similar to the example contained within Exhibit L.

Unless expressly identified as being hosted by NAVITAIRE in the table above, Customer shall be responsible for managing any hosted environments required to support any NAVITAIRE or third party products. If functionality is not specifically listed in these exhibits or is documented as excluded as a Hosted Service, then Customer is responsible for hosting such functionality.

3. NAVITAIRE Obligations

NAVITAIRE shall perform the Hosted Services in accordance with this Agreement. NAVITAIRE may utilize subcontractors to perform its obligations under this Agreement;

4. Customer Obligations

4.1 General Obligations. Customer shall comply with the Customer Responsibilities. Customer acknowledges that NAVITAIRE's performance is dependent in part on Customer's timely and effective performance of the Customer Responsibilities. NAVITAIRE will be excused from failures to perform its obligations under this Agreement including meeting the Service Levels, to the extent that Customer or Customer Agents fail to timely and adequately perform the Customer Responsibilities and such failure is the cause of NAVITAIRE's failure to perform.

4.2 Access and Cooperation. Customer will provide NAVITAIRE with access to and use of its data, internal resources, and facilities, and shall otherwise cooperate with NAVITAIRE each as reasonably required by NAVITAIRE, in connection with the implementation and provision of Hosted Services. Customer gives permission to NAVITAIRE to transmit data to third parties as contemplated by this Agreement, which may include confidential information of Customer and/or Customer Personal Data (by way of example, but without limitation, such information may include payment card data sent to third party payment card processors, or passenger data sent to relevant government authorities for security purposes).

4.3 Customer Website Efficiency and Peak Usage. The parties acknowledge that the design of the Hosted Services System is predicated upon certain assumptions including, without limitation, the following: (i) the Customer Website will maintain a Passing Website Efficiency Grade; and (ii) Customer's usage of the Hosted Reservation Services and/or Hosted Web Services will not exceed Peak Usage.

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Customer agrees that during the Term of this Agreement the Customer Website shall maintain a Passing Website Efficiency Grade as defined herein. In the event the Customer Website does not maintain a Passing Website Efficiency Grade for any period of time during the Term of this Agreement, then during such time period any minutes during which Hosted Reservation Services and/or Hosted Web Services is unavailable shall not be counted as Interrupted Service Minutes for purposes of calculating whether NAVITAIRE has met the Minimum System Availability Target under this Agreement. In the event the parties enter into a Work Order for NAVITAIRE to perform Professional Services to do the initial development of the Customer Website and such Work Order provides for NAVITAIRE to control all of the development efforts, the parties hereby agree that such Work Order shall specify that Customer Website as delivered by NAVITAIRE shall be capable of earning a Passing Website Efficiency Grade.

Customer agrees to provide NAVITAIRE, on a confidential basis and according to a NAVITAIRE pre-defined process, at least ***** advance written notice of any marketing initiatives, acquisitions, alliances, schedule changes, changes to the Customer Website, or promotions that may result in Customer's usage of the Hosted Reservation and/or Hosted Web Services to exceed Peak Usage or otherwise adversely impact the Hosted Reservation and/or Hosted Web Services System performance. Examples of this include, without limitation, free ticket/\$0 fare promotions, new hub announcements, significant additional aircraft purchases, etc. If Customer desires an increase in infrastructure of the Hosted Services System to support a larger Peak Usage, Customer will provide NAVITAIRE with detailed requirements and NAVITAIRE will endeavor to provide Customer with the estimated fees and timeline when such additional infrastructure capacity could be made available to Customer. Any increase in the Peak Usage shall only take effect upon the implementation date as documented in a mutually agreed written amendment.

In the event usage of the Hosted Reservation and/or Hosted Web Services exceed Peak Usage for any period of time during the Term of this Agreement, any minutes during which Hosted Reservation Services and/or Hosted Web Services is unavailable shall not be counted as Interrupted Service Minutes for purposes of calculating System Availability under this Agreement.

- 4.4 Notice of Additional Data Storage Requirements.** During the Term of this Agreement NAVITAIRE agrees to provide Customer with completed travel historical data storage capacity equal to ***** of historical PNR level booking activity detail available in the On-Line Transaction Processing (“**OLTP**”) database and accessible from the Hosted System interfaces, along with an additional ***** of read-only historical PNR data available in the archive database and accessible from SkySpeed. If Customer desires additional data storage in excess of the ***** available, Extended PNR Archiving may be contracted for via a written amendment to this Agreement.

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- 4.5 Annual Segment Forecast Update.** Customer agrees to provide NAVITAIRE each May with projected annual Segment volume forecast for the following year. NAVITAIRE will use Customer's Segment forecast for business planning purposes for providing Hosted Services.
- 4.6 Customer Contacts.** Customer initially designates the person set forth in Exhibit D, Section 2 as the Customer Account Liaison, being the primary authorized contact for account management, project funding, performance, payment, and other commercial issues with respect to the Hosted Services. Customer further initially designates the person(s) set forth in Exhibit D, Section 6 as the Customer Authorized Support Contact(s), being the primary authorized contact(s) to utilize the telephone support and Internet technical support system. Customer will ensure that all Customer Authorized Support Contact(s) will have received adequate training on the Hosted Services. Customer may change their designated Customer Account Liaison or Customer Authorized Support Contact(s) by written notice to NAVITAIRE.
- 4.7 Customer Costs.** *****
- 4.8 Exclusive Use by Customer.** Hosted Services and Hosted Services System of NAVITAIRE are for the sole and exclusive use of Customer and exclude any Affiliates of Customer. Customer may not allow any third party to access or use the Hosted Services or Hosted Services System of NAVITAIRE without the prior written consent of NAVITAIRE. Notwithstanding the foregoing, Customer may, however, (i) permit Customer Agents to access the Hosted Services or Hosted Services System for the benefit of Customer's Internal Business Purpose; provided that Customer remains responsible for such access as if such access was made by Customer and each such Customer Agent is bound by and agrees to comply with the confidentiality terms no less restrictive than those contained in Section 9 and the terms contained in Section 7.3.2 and 7.4 hereof; and (ii) permit Customer API Agents to communicate with the Hosted Services System via API provided that each such Customer API Agent has executed a written NDA with NAVITAIRE prior to such communication. For purposes of reference, Section 7 contains further terms and conditions regarding Customer's use of the Hosted Services System.
- 4.9 Training.** Except for any initial training provided by NAVITAIRE as described in Exhibits A, B, F, and G, Customer will be responsible for training its employees and third party contractors in the use of Hosted Services including, but not limited to, use of any new functions or Enhancements.
- 4.10 Telecommunications and Equipment.** Unless otherwise specified in Exhibits A, B, F, or G, Customer shall be responsible for all telecommunication circuits used by Customer in connection with the transmission of data between the Hosted Services System and Customer's site(s). Customer shall provide, install, and operate compatible hardware and communications equipment, which meets

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NAVITAIRE required specifications as listed in Section 6 of Exhibits A, F, and G, necessary for connecting to the Hosted Services System. Customer is required to have Internet access and Internet electronic mail capability in order to communicate with NAVITAIRE support. Customer agrees to order all required circuits it is responsible for within ***** of execution of this Agreement. In the event that the Target Date is greater than ***** following the Effective Date of this Agreement, Customer may order all required circuits at a later date but no less than ***** prior to the Target Date. The data circuits must be of capacity sufficient to accommodate all Hosted Services and meet any defined Service Levels. All Customer connections to the NAVITAIRE network must be a ***** . Included in the standard pricing are ***** rack units of network rack space in the NAVITAIRE data center for Customer network hardware. All Customer network devices must include ***** . All Customer devices housed in the NAVITAIRE data center require ***** . NAVITAIRE will provide ***** console connections to Customer in the standard pricing for this remote access and maintenance. Additional rates will apply if Customer requires more console connections or rack space.

4.11 Acknowledgment. Customer agrees to include the Powered by NAVITAIRE® Mark (the “Mark”) on the Customer Website under the terms and conditions set forth in Exhibit E of this Agreement including specifically the booking pages of the Customer Website; any other content on the Customer Website shall be determined by Customer in its sole discretion.

4.12 Post Implementation Upgrade Release Management.

4.12.1 Major Releases. Customer agrees to implement any Major Release issued during the Term by the later of:

4.12.1.1 (A) with respect to the first Major Release following the Major Release implemented upon the Target Date, ***** , and (B) with respect to any subsequent Major Release issued during the Term, ***** the date on which NAVITAIRE first offers to implement such Major Release among its customers generally, during either such period NAVITAIRE (a) may continue to issue Current Releases intended to be used in conjunction with the prior Major Release included in the Production Version, (b) shall continue to issue Maintenance Releases as needed to correct System Errors which would otherwise materially compromise the functionality of the Production Version and for which no work around exists, and (c) shall have no obligation to provide Enhancements for the prior Major Release included in the Production Version; and

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4.12.1.2 The date on which NAVITAIRE ceases to provide support to customers receiving hosted services based on such prior Major Release.

4.12.2 **Minor Releases.** Customer agrees to use Hosted Services that are provided through the Current Release or the Current Release “minus one.” If at any time Customer would otherwise be using software based on the Current Release “minus two,” the parties shall work together to determine the most viable release for Customer to implement, which may be the Current Release or the Current Release “minus one.” NAVITAIRE agrees to make available and provide Support Center Support in respect to the Current Release or the Current Release “minus one,” provided, however, that (a) NAVITAIRE reserves the right to require Customer to utilize the then most current Maintenance Release designed for use in conjunction with the Current Release as necessary for NAVITAIRE to meet its obligations under the Agreement or to avoid infringement of a third party intellectual property right and (b) NAVITAIRE shall not be required to provide correction for System Errors in the Current Version “minus one” if the correction for the System Error is being developed in the Current Version unless: (i) the parties mutually agree that such System Error materially compromises Customer’s business and no work around exists to address such System Error or (ii) in the event of an Emergency caused by a System Error for which no work around exists. Further, NAVITAIRE shall not be required to provide Enhancements in the Current Version “minus one”. For purposes of this Section 4.12.1, only Minor Releases designed for use in connection with the Major Release included in the Production Environment shall be taken into account (*i.e.*, Customer shall have no obligation to adopt any Minor Release not designed for use in connection with the Major Release on which the Production Version is then based, if Customer is in compliance with Section 4.12.1).

4.12.3 **Implementation Fees and Other Matters.** NAVITAIRE intends that each Major Release shall be supported for a minimum of ***** from the time that NAVITAIRE makes such Major Release available to customers eligible to receive Support Services. Releases shall be provided by NAVITAIRE to Customer for the fees defined in Section 1.1 of Exhibit K of this Agreement; however add-on functionality introduced in the release may be offered at an additional charge above the fees described in Exhibit K of this Agreement as further described in Section 6.4. Customer will be responsible, on a time and materials basis, for all costs associated with implementing an upgrade release including, but not limited to: project management; training; technical support; system integration services; business process analysis; and any required data transformation. In the event that there is a release which contains solely a correction for an Emergency System Error (“Hot Patch”), Customer shall not be invoiced for the implementation of such Hot Patch. It is anticipated that the project

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scope for Maintenance Releases shall be in the range of ***** . Upgrade release requests will be initiated using the standard NAVITAIRE Work Order process.

- 4.13 Services in Support of Government or other Regulatory Requirements.** Customer, and not NAVITAIRE, is responsible for: (a) any screening of passengers in connection with any government program, including but not limited to watchlist, do-not-fly list, designated person list or other list, and for any transaction for which passenger screening is required; (b) complying with applicable laws and regulations and requests and/or directions from relevant government authorities regarding such programs and/or lists as NAVITAIRE's responsibilities are limited to collecting, storing, and transmitting the Customer Data in accordance with this Agreement, and NAVITAIRE shall have no responsibility for any failure or inaccuracy regarding passenger screening unless caused by a failure of NAVITAIRE to provide the Services as required herein; (c) complying with any certification requirements of relevant government authorities applicable to Customer or Customer Agents; and (d) confirming the agreed functionality of the Hosted Reservation Services meet their business needs with respect to such government or other regulatory requirements. In the event Customer wishes NAVITAIRE to implement a change to the Services as a result of such requests and/or directions, Customer is responsible for determining the specific requirements of such potential changes and any such changes shall be subject to the Enhancement process, *provided that* in the event other customers of NAVITAIRE request the identical or a substantially similar change that would be addressed via the same release, NAVITAIRE shall charge Customer a proportional amount for such Enhancement determined by dividing the overall development fee for the Enhancement by the number of NAVITAIRE customers that intend to use the Enhancement upon release of such Enhancement; NAVITAIRE shall use reasonable efforts to confirm which of the impacted NAVITAIRE customers intend use the Enhancement upon its release prior to invoicing the development fee to Customer.

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- 4.14 Third Party Connections.** The following terms are applicable to any Hosted Services functionality that requires a third party connection (for example, but without limitation, CRS/GDS connectivity):
- 4.14.1** NAVITAIRE's responsibility is limited to providing functionality that facilitates a technical connection between Customer's Hosted Services and the applicable third party.
- 4.14.2** NAVITAIRE is facilitating the connection with the third party at the direction of Customer. For a connection with either SITA or ARINC, both SITA and ARINC require an agreement between NAVITAIRE and SITA or ARINC as the technical connection with the SITA or ARINC network is with NAVITAIRE. For the avoidance of doubt, notwithstanding any such agreement between NAVITAIRE and SITA or ARINC, the terms of this Section 4.14 shall apply.
- 4.14.3** NAVITAIRE is not subcontracting any of its obligations to such third parties.
- 4.14.4** NAVITAIRE has no responsibility for the performance of/fulfillment by such third party, including, without limitation, the use and treatment of any customer data by such third party and for any failure of the technical connection not under NAVITAIRE's control and shall have no liability in connection with such performance or non-performance of such third party.
- 4.14.5** NAVITAIRE assumes that any data transmitted by such third parties to NAVITAIRE that NAVITAIRE is to process under this Agreement is accurate and meets Customer's business requirements. Except as expressly set forth in this Agreement, NAVITAIRE is not responsible for performing any validation or quality control activities with respect to such data.
- 4.14.6** With respect to third parties other than SITA or ARINC, Customer is responsible for:
- entering into a separate agreement directly with such third party; and
 - ensuring the third party performs as required by Customer; and
 - payment of any fees associated with such third party performance; and

- ensuring third party cooperates with NAVITAIRE as necessary for NAVITAIRE to perform its Services.

4.14.7 With respect to SITA and ARINC connections (other than for Services in support of Customer's requirements to enable Customer to comply with government or other regulatory requirements), Customer is responsible for:

- entering into a separate agreement directly with SITA and/or ARINC (except where a direct connection to the GDS is provided in accordance with Section 6 of Exhibit A); and
- ensuring SITA and/or ARINC performs as required by Customer; and
- payment of any fees associated with SITA and/or ARINC performance; and
- ensuring SITA and/or ARINC cooperates with NAVITAIRE as necessary for NAVITAIRE to perform its Services.

4.14.8 With respect to SITA and ARINC connections for Services in support of Customer's requirements to enable Customer to comply with government or other regulatory requirements, Customer is responsible for:

- entering into a separate agreement directly with SITA and/or ARINC to the extent Customer wishes to have terms and conditions in place regarding the provision of services by SITA and/or ARINC; and
- ensuring SITA and/or ARINC perform as required by Customer; and
- payment of any fees associated with SITA and/or ARINC performance.

4.14.9 Customer is further responsible for providing routers or other hardware or software as needed for these connections.

4.15 **Secure Files.** Throughout the Term, any Customer Personal Data and Customer Confidential Information stored by NAVITAIRE shall be *****, as reasonably directed or approved by Customer.

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5. Term and Termination

5.1 Term. Unless otherwise terminated earlier under this Agreement, this Agreement shall commence on the Effective Date and continue for a period of ten (10) years following the first day of the month immediately following the Target Date for the Hosted Reservation Services, with the exception that the term for the Hosted Reservation Services – Disaster Recovery shall commence on the Effective Date and continue until the earlier of: (i) three (3) years following the first day of the month immediately following the Target Date for the Hosted Reservation Services, or (ii) until such time as the parties agree to implement a new disaster recovery solution.

5.2 Termination for Cause

5.2.1 This Agreement may be terminated as follows: (a) subject to Section 5.2.2, by a party upon written notice to the other party in the event of material breach of the terms hereof by the other party which is not cured within ***** of written notice thereof; (b) by NAVITAIRE upon written notice to Customer, if Customer fails to pay any amount due hereunder within ***** of the due date, NAVITAIRE provides written notice of such failure to Customer, and within ***** of delivery of such written notice such amount remains unpaid; (c) by a party if the other party becomes, or is party as debtor to a proceeding in which it is alleged to be, bankrupt, insolvent or unable to pay its debts when due and such proceeding is not dismissed within ***** from its filing, or if it ceases to operate in the normal course of business, has a receiver appointed, or makes an assignment for the benefit of its creditors; or (d) as contemplated by Section 8.1. NAVITAIRE will, upon Customer's request and on a time and materials basis, provide Customer with duplicates of Customer's data for contracted Hosted Services, which will be provided in accordance with Section 5.3.4.

5.2.2 NAVITAIRE shall be excused from performance if its failure to perform its obligations hereunder is due to Customer's failure to perform Customer's Responsibilities, including without limitation, problems caused by Customer software and associated data, or by Customer hardware other than that recommended by NAVITAIRE in Section 6 of Exhibits A, B, F, and G herein or other equipment failures for hardware or other equipment not maintained by NAVITAIRE).

5.2.3 If Customer terminates due to material breach by NAVITAIRE, NAVITAIRE will, upon Customer's request, provide Customer with Customer's data for contracted Hosted Services, which will be provided in accordance with Section 5.3.4. Customer shall inform NAVITAIRE of the date for which Customer desires the termination to be effective, such termination date shall in no case be greater than ***** from the date of

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the written notice, provided that in no case shall NAVITAIRE provide Services beyond ***** from the Target Date. NAVITAIRE shall continue to provide the Hosted Services for the applicable Service Fees, as defined in Section 1.1 of Exhibit K, until the termination effective date. In addition, the parties may mutually agree to additional services reasonably requested by Customer for Customer to transition to an alternate hosted solution (“**Transition Assistance**”) by entering into a Work Order for NAVITAIRE to perform the Transition Assistance, and such Work Order shall specify the Transition Assistance scope and commercial arrangement.

5.2.4

*****. NAVITAIRE will, upon Customer’s request and on a time and materials basis, provide Customer with duplicates of Customer’s data for contracted Hosted Services, which will be provided by NAVITAIRE in accordance with Section 5.3.4.

5.3 **Additional Termination Rights.**

5.3.1

Customer may terminate this Agreement upon written notice to NAVITAIRE as contemplated by Exhibit A, Section 7.5.3 and in such event, NAVITAIRE will, upon Customer’s request and without cost or expense to Customer, provide Customer with all Customer Data for contracted Hosted Services, which will be provided in a NAVITAIRE-defined data extract format and delivered via electronic media.

5.3.2

Customer may terminate this Agreement in the event the Hosted Services are not all available within ***** of the Target Date (“**Late Target Date**”) due predominantly to the fault of NAVITAIRE provided Customer provides NAVITAIRE written notice of such termination within ***** of the Late Target Date and pays to NAVITAIRE the remaining balance of the Implementation Fee (as set forth in Section 1.5 of Exhibit K).

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- 5.3.3 Following the ***** of the live production use of the Hosted Reservation Services and for a period of ***** thereafter, Customer shall have the right to terminate this Agreement upon ***** written notice to NAVITAIRE if either of the following have occurred:
- a) In the ***** prior to the ***** , customers representing more than ***** of the then current NAVITAIRE Hosted Reservation Services customers migrate to competitor solutions excluding customers that are merged or acquired by other airlines and excluding those airlines who have already served NAVITAIRE a notice of termination at the Effective Date of this Agreement; or
 - b) If NAVITAIRE has ***** new reservations customer signings in ***** .

5.3.4 NAVITAIRE will, upon Customer's request and on a time and materials basis, provide Customer with all Customer Data for contracted Hosted Services, which will be provided in a NAVITAIRE-defined data extract format and delivered via electronic media.

5.4 **Survival.** No termination hereof shall release Customer from its obligation to pay NAVITAIRE in full for all Hosted Services performed by NAVITAIRE up to the date of termination, nor shall it affect any other rights or obligations hereunder which expressly or by reasonable implication are intended to survive termination.

6. Price and Payment

6.1 **Service Fees.** In consideration for the provision of Hosted Services and Support Services by NAVITAIRE as set forth in this Agreement, Customer will pay NAVITAIRE the Service Fees as set forth in Section 1.1 of Exhibit K. Customer will pay for all other Services as applicable, as set forth elsewhere in this Agreement.

6.2 *****

- a) *****
- b) *****

6.3 **Payment Terms.** All payments made under this Agreement shall be made in the Invoicing Currency either: (a) by electronic funds transfer, prepaid, to the bank account designated on the invoice; or (b) by check drawn on a United States bank and delivered to the address indicated on the invoice. Except where otherwise specifically set forth in this Agreement, all payments under this Agreement are due within ***** from the date of receipt by Customer of the applicable invoice, provided that where invoices are provided via email, the date that the invoice is

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sent shall be deemed the date of receipt of invoice provided no undelivered or error message is received by NAVITAIRE. As stated in Exhibit K, minimum recurring Service Fees will be invoiced in advance at the beginning of each month for the Service Fees for the monthly minimum Segment guarantees listed in the monthly recurring Service Fees for the Hosted Services to be rendered for that month. Following the actual service month, NAVITAIRE will reconcile actual Customer transactions, and invoice Customer for any remaining balance. (By way of example, NAVITAIRE will invoice Customer on ***** for the Service Fees for the monthly minimum Segment guarantees for services to be performed from ***** through ***** . On ***** , NAVITAIRE will reconcile using Customer's actual transaction activity for ***** and invoice Customer for any transaction fees exceeding the previously invoiced minimum Service Fees.) Any amounts not paid when due will bear interest at the lesser of: *****.

6.4 Fee Adjustment

6.4.1 Service Fees. The Service Fees identified in Section 1.1 of Exhibit K are all subject to the adjustments as set out in this Section 6.4.1 (the "**Adjustable Amounts**"). The Adjustable Amounts shall be adjusted annually on ***** of each ***** commencing ***** and each ***** thereafter (the "**Adjustment Date**") to account for inflation. On the Adjustment Date, if the U.S. Bureau of Labor Statistics Employment Cost Index for Compensation/Civilian Workers/White Collar/Professional and related Occupations (Not Seasonally Adjusted) as published by the Bureau of Labor Statistics of the Department of Labor (the "**ECI**"), (the "**Current Index**"), increases from the ECI applicable ***** prior thereto (the "**Base Index**"), then effective as of such Adjustment Date, the Adjustable Amounts, as previously adjusted, will be increased by the percentage that the Current Index increased from the Base Index not to exceed ***** . In such event, NAVITAIRE will provide to Customer a recalculation of the Adjustable Amounts. If the U.S. Bureau of Labor Statistics stops publishing the ECI or substantially changes the content of the ECI, the parties will substitute another comparable measure published by a mutually agreeable source. During the Term as stated in Section 5.1 hereof, NAVITAIRE will not otherwise increase such fees.

6.4.2 NAVITAIRE reserves the right to offer new functionality within a Major Release which new functionality may include additional significant Enhancements ("**New Functionality**") and to charge a recurring service fee for the use of New Functionality; provided that it offers Customer the opportunity to utilize such Major Release without using such New Functionality, or if the Major Release may not be implemented and used without utilizing the New Functionality, then Customer shall be provided such Major Release at no additional charge above the Service Fees described and agreed upon in Section 1.1 of Exhibit K subject to

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implementation of such Major Release as further described in Section 4.12. In the event that Customer accepts a significant Enhancement which will incur additional Service Fees, such fees will be communicated to Customer in advance, in writing, and upon Customer's written acceptance, will be added to the applicable Service Fees. For the avoidance of doubt, Customer may also procure additional commercially available modules to the Hosted Services at NAVITAIRE's standard fees for such modules via written amendment to this Agreement.

6.4.3 Support Fees. The Support Fees identified in Exhibit K are all subject to the adjustments as set out in this Section 6.4.3 (the "**Adjustable Amounts**"). The Adjustable Amounts shall be adjusted annually on ***** of each year commencing ***** and each ***** thereafter (the "**Adjustment Date**") to account for inflation. During the term, if the U.S. Bureau of Labor Statistics Employment Cost Index for Compensation/Civilian Workers/White Collar/Professional and related Occupations (Not Seasonally Adjusted) as published by the Bureau of Labor Statistics of the Department of Labor (the "**ECI**"), (the "**Current Index**"), increases from the ECI applicable ***** prior thereto (the "**Base Index**"), then effective as of such Adjustment Date, the Adjustable Amounts, as previously adjusted, will be increased by the percentage that the Current Index increased from the Base Index not to exceed ***** . In such event, NAVITAIRE will provide to Customer a recalculation of the Adjustable Amounts. If the U.S. Bureau of Labor Statistics stops publishing the ECI or substantially changes the content of the ECI, the Parties will substitute another comparable measure published by a mutually agreeable source.

6.4.4 Notice. NAVITAIRE shall give Customer not less than ***** prior written notice of any increase in the Service Fees or Support Fees.

6.5 Failure to Pay. If Customer fails to pay any sum within ***** of the date due, NAVITAIRE may provide written reminder notice of such failure to Customer. If, within ***** of delivery of such written notice such sum remains unpaid, NAVITAIRE may, without breach of this Agreement, discontinue performing under this Agreement until all due but unpaid payments are received.

6.6 Taxes. *****. Each Party shall provide and make available to the other Party any resale, exemption, multiple points of use certificates, treaty certification and other exemption information reasonably requested by the other Party. If Customer shall pay any tax incurred in connection with this Agreement, Customer agrees to remit to NAVITAIRE within ***** of issue, tax documents which support the payment of such taxes. ***** Notwithstanding the foregoing, each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.

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6.7 *****

7. **License, Title, Modifications, and Covenants**

7.1 **License.** Throughout the Term, NAVITAIRE will grant such access to Customer, Customer Agents and its and their authorized users (e.g., online customers and potential customers of Customer and Customer Agents) to the Hosted Services System in accordance with and subject to this Agreement. NAVITAIRE hereby grants Customer a non-exclusive, non-transferable, worldwide license to use the Hosted Services System and the APIs during the Term of this Agreement solely for the purposes of obtaining Hosted Services in accordance herewith including a right for Customer to permit Customer Agents and customers of Customer to use the Hosted Services System in accordance with and subject to this Agreement.

All Hosted Services will be provided by remote telecommunications from NAVITAIRE's place of business, to or through computers or servers owned or managed by or on behalf of Customer, Customer Agents or its and their authorized users, and Customer will not obtain possession of any tangible personal property as a result of the Hosted Services, such as electronic storage media unless expressly agreed in a Work Order or pursuant to an amendment to this Agreement.

Subject to the terms and conditions of this Agreement, including without limitation, Section 9, Customer hereby grants to NAVITAIRE a limited, revocable, non-transferable, royalty-free license, without right to sub-license to reproduce, translate, encode, publish, use, and distribute Customer Data for the sole purpose of providing, and only to the extent necessary to provide, the Services to Customer.

If and to the extent that Customer's receipt of the Hosted Services requires NAVITAIRE to use certain trademarks, service marks, trade dress, logos, trade names, social media accounts (***** and other similar accounts), URL domain names and corporate names of Customer or its licensors, together with all translations, adaptations, derivations, and combinations thereof (collectively, "**Customer Marks**") and with respect to the use of the Customer Mark identified in Section 11 in accordance with such Section, Customer hereby grants to NAVITAIRE a limited, non-exclusive, nontransferable, revocable, royalty-free license, with no right to sublicense, to use Customer Marks solely for the limited purposes of the performance of this Agreement, including, without limitation, as contemplated by Section 11. NAVITAIRE's license to use such Customer Marks is further conditioned upon NAVITAIRE's compliance with all Customer guidelines, policies, rules and procedures or other instructions provided to NAVITAIRE by Customer relating to such Customer Marks ("**Customer Mark Guidelines**"). Customer reserves the right to add to, change, or discontinue the use of any Customer Marks, on a selective or general basis, at any time. NAVITAIRE hereby acknowledges and agrees that all rights, title and interest in

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and to Customer Marks are and shall remain the exclusive property of Customer and that any use thereof and goodwill associated therewith shall inure solely to the benefit of the Customer and its licensors. NAVITAIRE agrees that it will not register, adopt or use any confusingly similar trade names, trademarks or insignia in any jurisdiction. Except to the extent authorized in Section 11, NAVITAIRE shall not combine any other mark, logo or trade name with any of Customer Marks without the prior written approval of Customer. Without limiting Customer's rights and remedies, in the event that Customer notifies NAVITAIRE of any incorrect usage of such Customer Marks, NAVITAIRE shall immediately correct such usage as directed by Customer. NAVITAIRE shall provide to Customer a mock-up or other demonstration showing how each Customer Mark will be used and/or displayed by NAVITAIRE and Customer must approve such use in advance. Upon expiration or termination of this Agreement, the permission to use Customer Marks granted hereunder will immediately terminate and NAVITAIRE agrees to immediately cease its use of all Customer Marks. Without limiting the foregoing, NAVITAIRE acknowledges and agrees that, as between the parties, Customer owns all right, title, and interest in and to Customer Data, including all Intellectual Property Rights therein, irrespective of whether such Customer Data is stored via the Services, on the Hosted Services System or in any database created using the Hosted Services. If NAVITAIRE is deemed to have any ownership interest in Customer Data, including any and all derivative works, enhancements, or other modifications thereto (other than the formatting of how such Customer Data is entered, stored and/or displayed in or by the Hosted Services), then NAVITAIRE shall assign, and hereby does assign, irrevocably and royalty-free, all of such ownership interest or other rights exclusively to Customer or its designee. NAVITAIRE shall, at Customer's reasonable request and expense, complete, execute, and deliver any and all documents necessary to effect or perfect such assignments. Nothing in this Agreement constitutes the grant of a general license to any Customer Marks. All rights in and to Customer Marks and Customer Data not expressly granted herein are reserved, no implied licenses are granted to NAVITAIRE by the terms of this Agreement, and no license rights with respect to any Customer Marks or Customer Data shall be created by implication or estoppels.

- 7.2 **Title.** Subject to Sections 7.1 and 7.3 of this Agreement, NAVITAIRE hereby retains all of its right, title, and interest in and to the Hosted Services System, and copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), trade secrets, know-how, expertise, and all other similar proprietary rights ("**Intellectual Property Rights**") and all rights associated therewith irrespective of whether developed by NAVITAIRE individually or NAVITAIRE and Customer jointly, but in all cases excluding Customer Data, Customer Marks, and any of Customer's or its service providers' intellectual property developed independent of this Agreement (the "**NAVITAIRE Property**"), which shall include without limitation, (a) the source code of

software included in the NAVITAIRE Property, where applicable; and (b) all modifications, extensions, upgrades, and derivative works of the NAVITAIRE Property. In confirmation of NAVITAIRE's right, title and interest in the NAVITAIRE Property as set forth in the preceding sentence of this Section 7.2, Customer hereby assigns to NAVITAIRE all of its right, title and interest in and to the NAVITAIRE Property, subject to any license rights granted to Customer in accordance with this Agreement.

7.3 Modifications.

7.3.1 By NAVITAIRE. Without prejudice to Section 6.4 of this Agreement or any other provision of this Agreement, and subject to Section 4.12, NAVITAIRE may upgrade, modify and replace the Hosted Services System or any part thereof at any time during the Term of this Agreement, provided that:

- a) NAVITAIRE notifies Customer at least ***** prior to implementation of any upgrades or replacements of the Hosted Services System which are likely to materially alter the delivery of Hosted Services;
- b) all upgrades and replacements which might reasonably be expected to materially alter the delivery or receipt of Hosted Services are scheduled for implementation as reasonably required by NAVITAIRE; and
- c) with introduction of any upgrades or replacements, NAVITAIRE maintains the comparable level of services.

Nothing in this Section 7.3.1: (i) releases NAVITAIRE from providing Hosted Services under the terms and conditions of this Agreement; or (ii) obligates NAVITAIRE to upgrade or replace the Hosted Services System at any time. NAVITAIRE shall make available and provide Support Center Support to Customer with respect to the Current Release, or the Current Release "minus one" of NAVITAIRE software included in the Hosted Services System.

7.3.2 By Customer. Customer shall not reverse engineer, disassemble, decompile, unlock, copy, alter, modify, change, create derivatives of or in any other way reproduce or use any of the software code, programs, or components of the Hosted Services System, provided that:

- a) Customer, Customer Agents and Customer API Agents may use the API(s) provided by NAVITAIRE from time to time for their intended purpose as a part of the Hosted Services, such as to configure the Configurable Templates for use as a part of such Services; and

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- b) Without prejudice to the rights of Customer in and to Customer Data, its and its licensors' and service providers' trademarks and services, Customer shall have no right following termination of this Agreement to use the Configurable Templates or any configurations thereof, or any API(s) or source code provided by NAVITAIRE, or any modifications, changes or derivatives thereof created, in any such case whether created by or for Customer or otherwise, all of which are hereby assigned by Customer to NAVITAIRE as contemplated by Section 7.2 hereof.

7.4 Customer Covenants. Customer hereby covenants and agrees that:

- a) the NAVITAIRE Property may be used by NAVITAIRE and its Affiliated companies to facilitate delivery of similar services to other customers; and
- b) Customer shall not access or use any API(s) embedded in the Hosted Services System except as authorized by NAVITAIRE and in connection with the Hosted Services; and
- c) without limiting the provisions set forth in Section 4.8 or elsewhere within this Section 7 of this Agreement, nothing in this Agreement grants any person other than Customer, Customer Agents and its and their authorized users to obtain access to Hosted Services or use the Hosted Services System absent a written agreement signed by NAVITAIRE; and
- d) NAVITAIRE has enabled features in its Hosted Services to allow Customers and third parties to access the Hosted Services and to modify certain NAVITAIRE products and applications, using software products and applications not developed by NAVITAIRE and procured by Customer and other third parties from vendors other than NAVITAIRE. Should there be a failure of such software product or application, or should such software product or application cause NAVITAIRE provided Hosted Services to fail or to be adversely impacted, NAVITAIRE shall, at its sole discretion, disable the offending software product or application, and deny access to NAVITAIRE Hosted Services, through the use of such offending software product, application, or applicable channel or IP address. NAVITAIRE shall notify Customer upon taking such action and shall cooperate with Customer with respect to determining if Customer or a third party has cured the offending software product or application such that it would be eligible to access the Hosted Services again using such software product or application. Software products and applications or modification to software products or applications not developed by

NAVITAIRE that fail or cause NAVITAIRE Hosted Services to fail shall also suspend any Service Levels in this Agreement or other commitments previously agreed between the parties; and

- e) Customer is responsible for the input of Customer Data into the Hosted Services System and for establishing and/or configuring the business rules in the Hosted Services System, except as expressly stated in this Agreement or a Work Order; and
- f) Customer is responsible for its use of the Hosted Services and for ensuring that Hosted Services with the agreed functionality meet Customer's business requirements; and
- g) To the extent any product description details interconnectivity between products, Customer acknowledges that such interconnectivity is only available where all such products referenced are procured by Customer under the Agreement.
- h) Customer will not knowingly introduce software viruses into any portion of the Hosted Services System.

7.5 Mutual Representations. Each party represents to the other party that as of the Effective Date of this Agreement:

- a) it has the requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
- b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement shall not constitute a material default under any material contract by which it or any of its material assets are bound, or an event that would, with notice of lapse of time or both, constitute such a default.

7.6 *****

7.7 SSAE 16 Audits. Commencing in ***** and during the Term, and subject to Customer's request by no later than ***** for the annual report dated ***** and the payment by Customer of the applicable fee as set forth on Exhibit K, NAVITAIRE shall, at least ***** each ***** at no greater than a ***** interval from the previous audit (such interval, the "**Audit Period**"), obtain a SOC 2 Type 2 audit, report, attestation, and opinion (or a mutually-agreed equivalent audit, report, attestation, and opinion) from an independent, certified public accounting firm of good reputation that evaluates the design and operating effectiveness of controls over NAVITAIRE's sites, facilities, systems (including the Hosting Services System, infrastructure, software, people, procedures, and data), and Hosted Services components through or from which the Hosted

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Services are provided, (collectively, “NAVITAIRE Systems”) throughout the entirety of the Audit Period (or such portion thereof as is included in the Term) and relating to all Trust Services Principles and Criteria (as defined by the AICPA). Further, commencing in ***** and during the Term, and subject to Customer’s request by no later than ***** for the annual report dated ***** and the payment by Customer of the applicable fee as set forth on Exhibit K, NAVITAIRE shall obtain for any Audit Period during the Term, a SOC 1, Type 2 audit, audit, report, attestation, and opinion (or a mutually-agreed equivalent audit, report, attestation, and opinion) from an independent, certified public accounting firm of good reputation (any SOC 1 or SOC 2 obtained hereunder, an “**Audit**”). *****. Without limiting the foregoing, each Audit Report must include a description of any changes made to NAVITAIRE Systems during the Audit Period (or such portion thereof as is included in the Term), as well as assessments and attestations from NAVITAIRE, with respect to the effectiveness of the controls prior to and after the implementation of any such change.

7.8 *****

7.9 **Compliance With Laws.**

7.9.1 Notwithstanding any other provision of this Agreement to the contrary other than Section 7.9.2 below, each party will retain responsibility for its compliance with all applicable laws and regulations relating to its respective business and facilities and the provision of services to third parties. In performing their respective obligations under this Agreement, neither party will be required to undertake any activity that would violate any applicable laws or regulations.

7.9.2 Notwithstanding any other provision of this Agreement to the contrary:

- a) Each party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties; and
- b) Neither party shall be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, Deliverables, work, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs.

Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic

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sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Belarus, Burma (Myanmar), Cuba, Iran, Iraq, Ivory Coast, Liberia, North Korea, Sudan, Syria and Zimbabwe, as well as Specially Designated Nationals and Blocked Persons programs. NAVITAIRE and Customer will comply with U.S. export control and U.S. economic sanctions laws with respect to the export or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.

The parties understand and agree that this Agreement shall not require NAVITAIRE to provide or support services involving Cuba, Iran, Myanmar (Burma), Sudan, Syria, North Korea, or other sanctioned countries, Specially Designated Nationals, and/or Blocked Persons, either directly or indirectly, including through the use of subcontractors.

Prior to providing NAVITAIRE with any goods, software, Deliverables, work, services and/or technical data subject to export controls controlled at a level other than EAR99/AT, Customer shall provide written notice to NAVITAIRE specifying the nature of the controls and any relevant export control classification numbers. NAVITAIRE may decline to receive goods, software, services and/or technical data subject to export controls at a level other than EAR99/AT. Customer shall take steps to ensure that where NAVITAIRE is required to provide any entity/third party with any goods, software, Deliverables, work, services and/or technical data arising from or under the performance of this Agreement, Customer shall take steps to ensure that any such provision of goods, software, Deliverables, work, services and/or technical data to such entity is not subject to restrictions or prohibitions under applicable export control or economic sanctions programs.

NAVITAIRE shall have the right, at its sole discretion, to refrain from being directly or indirectly involved in the provision of goods, software, Deliverables, work, services and/or technical data that may be prohibited by applicable export control laws or economic sanctions programs, without liability to Customer.

8. Indemnification

8.1 Rights of Customer to Indemnification.

- 8.1.1** NAVITAIRE shall defend Customer, its Affiliates, directors, officers, and employees (“**Customer Indemnitees**”) from any third party claim that any product, service, information, materials or other item provided by NAVITAIRE under this Agreement, including, without limitation, the Hosted Services, infringes any third party patent existing as of the date of the delivery of the Hosted Services and/or Deliverables giving rise to the third party claim, copyright or trademark, and indemnify such Customer

Indemnitees for any damages finally awarded to, or settlement amounts agreed with, the third party in relation to such claim; provided that, however, NAVITAIRE shall have no defense or indemnity obligation under Section 8.1 to the extent any such infringement results from: (i) the use of any software or services provided by NAVITAIRE in combination, operation or use with software or hardware not provided by NAVITAIRE, except that NAVITAIRE's defense and indemnification obligations under this Section 8 shall apply to any claim of infringement where NAVITAIRE specifically recommended in this Agreement or a Work Order the software or hardware all as a combination; (ii) the use of any Hosted Services System as modified by Customer; or (iii) use of a version of the software included in the Hosted Services System without having implemented all of the updates within a reasonable period after such updates were provided by NAVITAIRE; provided that NAVITAIRE has offered to implement such versions of the software without additional fees or charges, NAVITAIRE has provided express written notice to Customer that such updates are intended to address an alleged infringement, and Customer has failed within 30 days after receipt of such notice to authorize NAVITAIRE to implement such version of the software.

8.1.2 NAVITAIRE shall defend, indemnify, and hold harmless Customer Indemnitees, from and against any and all damages finally awarded to, or settlement amounts agreed with, a third party arising from a claim, action or demand by such third party against a Customer Indemnitee, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action or demand arises from the death of or bodily injury to any person or loss of or damage to real or tangible personal property to the extent directly caused by the negligence or Willful Misconduct of NAVITAIRE, its personnel, agents, or Affiliates during the course of the Services under this Agreement. As used in this Agreement, "Willful Misconduct" means an action undertaken by a party with the malicious intent to cause harm to the other party.

8.2 **Right of NAVITAIRE to Indemnification.** Customer shall defend NAVITAIRE, its Affiliates, directors, officers and employees ("NAVITAIRE Indemnitees") from and against any and all damages finally awarded to, or settlement amounts agreed with, a third party arising from a claim, action or demand by such third party against a NAVITAIRE Indemnitee, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action or demand arises from: (a) a claim that any Customer Mark, when used by NAVITAIRE (i) solely as necessary to provide the Hosted Services or as authorized in Section 11, (ii) in the form provided and manner

approved by Customer, and (iii) as otherwise authorized by this Agreement infringes or misappropriates any third party trademark or other intellectual property, privacy or proprietary right; and/or (b) the death of or bodily injury to any person or loss of or damage to real or tangible personal property to the extent directly caused by the negligence or Willful Misconduct of Customer, its personnel, agents, or Affiliates during the course of receiving the Services under this Agreement.

8.3 Corrective Actions. Without limiting the foregoing indemnification obligations, if any product, service, information, material or other item of the indemnifying party is, or in the indemnifying party's opinion is likely to be held to be, an infringing material, then the indemnifying party may, at its option: (i) procure the right to continue using it; (ii) replace it with a non-infringing equivalent; (iii) modify it to make it non-infringing; or (iv) if none of the foregoing can be accomplished in a commercially reasonable manner, and after not less than ***** prior notice to the indemnified party, cease using, and require the indemnified party to cease using such item, provided, however, if in the reasonable judgment of either party, such cessation renders it impractical to continue the contractual relationship contemplated hereby, either party may notify the other during such ***** period that it intends to terminate this Agreement immediately. The foregoing remedies constitute the indemnified party's sole and exclusive remedies and the indemnifying party's entire liability with respect to infringement.

8.4 Notice and Control of Action. The party seeking indemnification in respect of any actual or potential claim or demand shall notify the other party within ***** after it receives written documents relating to such claim. The indemnifying party shall have no obligation to indemnify the other party to the extent such other party fails to give the notice within the specified period set forth in the preceding sentence and such failure materially prejudices the indemnifying party. The indemnifying party shall have the right, at its sole cost, expense, and liability, to appoint counsel of its choice and to litigate, defend, settle or otherwise attempt to resolve any such claim, provided that the indemnified party shall have the right to consent to any settlement, which consent will not be unreasonably withheld, conditioned or delayed; provided that it shall not be unreasonable for any party to withhold consent to any settlement requiring it or others to agree to admission of wrongdoing or to make payment for which it does not reasonably anticipate to recover in full pursuant to the indemnification hereunder. Upon request, the indemnified party will provide reasonable assistance to the indemnifying party to defend or settle such claim, at the indemnifying party's expense. The indemnified party shall have the right to participate in the defense and settlement negotiations of such claim through its own counsel at its own expense.

9. Confidential Information

9.1 Notification. During the Term of this Agreement, either party may receive or have access to technical information, as well as information about product plans

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and strategies, promotions, customers, and related non-technical business information that the disclosing party considers to be confidential and which is either (a) marked or identified as confidential at the time of disclosure; provided that the Hosted Services System shall in any event be dealt with as confidential information of NAVITAIRE, or (b) is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the disclosing party (with respect to a party its “**Confidential Information**”).

Notwithstanding the foregoing, the term “**Confidential Information**” shall not include Customer Personal Data, which is separately defined and addressed in Section 9.5 below, and the terms of this Agreement generally applicable to Confidential Information shall not be deemed to apply to include Customer Personal Data.

- 9.2 Use and Protection of Information.** Confidential Information may be used by the receiving party only in furtherance of the transactions contemplated by this Agreement. Subject to Section 4.8, the Confidential Information may be disclosed to and used only by those employees, agents, subcontractors, service providers and advisors of the receiving party who have a need to know such information for purposes related to this Agreement, including with respect to advising with regards to legal or accounting aspects arising out of or resulting from such party entering into and performing under this Agreement, provided that such agents, subcontractors, service providers and advisors are bound by confidentiality obligations minimally as restrictive as those provided under this Section 9. The receiving party and its agents, subcontractors, service providers and advisors shall protect the Confidential Information of the disclosing party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination, or publication of such Confidential Information as the receiving party uses to protect its own confidential Information of a like nature and value. The receiving party’s, as well as its agents’, subcontractors’, service providers’ and advisors’, obligation under this Section shall be for a period of ***** after the date of disclosure or ***** from the end of the Agreement term, whichever is greater; provided that the obligation of Customer to refrain from using the Hosted Services System after the termination or expiration of this Agreement shall continue indefinitely.
- 9.3 Exclusions.** Nothing in this Agreement shall prohibit or limit either party’s use of information (other than Customer Personal Data) which it can demonstrate by written evidence was: (a) previously known to it without obligation of

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confidence; (b) independently developed by it; (c) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information; or (d) which is or becomes publicly available through no breach of this Agreement.

9.4 Subpoena. In the event a receiving party or its agents and subcontractors receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the receiving party shall provide prompt notice to the other of such subpoena or other process in order for the disclosing party to have the time and sufficient opportunity to quash such subpoena or otherwise protect the Confidential Information. The receiving party, its agents and subcontractors, as the case may be, shall thereafter be entitled to comply with such subpoena or process solely to the extent required by law. If a party or its agents and subcontractors is served with a subpoena or other validly issued administrative or judicial process in relationship to the matters contemplated hereby and arising from a proceeding in which the other party is a defendant and the served party, its agents and subcontractors, is not, such other party shall pay all the reasonable out-of-pocket expenses of the served party, its agents and subcontractors, associated with such subpoena or other administrative or judicial process.

9.5 Privacy of Information. NAVITAIRE shall protect Customer Personal Data during performance of the Services in accordance with laws to which NAVITAIRE is subject as a service provider or data processor and any specific written instructions or protocols that are agreed in writing by the parties as may be reasonably needed in order to support Customer's compliance with laws to which It is subject.

In the event that NAVITAIRE will process Customer Personal Data of EU origin (as those terms are defined by EU Data Protection Directive 95/46/EC), then NAVITAIRE and Customer shall execute the standard contractual clauses for transfers to Processors located in third countries authorized by EU Commission Decision 85/2010 ("EU Model Clauses"). In addition to the foregoing, throughout the Term, NAVITAIRE shall, and shall cause each of its subcontractors that have access to Customer Personal Data to, comply with the Data Protection Procedures Schedule attached hereto as Exhibit I.

10. Disclaimers and Limitations

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT:

10.1 NOTHING IN THIS SECTION OR THIS AGREEMENT SHALL LIMIT A PARTY'S EXPRESS OBLIGATIONS TO INDEMNIFY AND DEFEND OTHERS WITH RESPECT TO INFRINGEMENT CLAIMS, NOR SHALL

ANYTHING IN THIS SECTION OR THIS AGREEMENT LIMIT A PARTY'S LIABILITY FOR ITS FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WILLFUL MISCONDUCT HAS THE MEANING SET FORTH IN SECTION 8.1.2 AND "GROSS NEGLIGENCE" MEANS A DEGREE OF NEGLIGENCE WHICH SHOWS INDIFFERENCE TO OTHERS AND CONSTITUTES AN UTTER DISREGARD OF THE SAFETY OR PROPERTY OF ANOTHER.

10.2 SUBJECT TO SECTION 10.1 AND EXHIBIT L, SECTION 1.2 (AS APPLICABLE), THE AGGREGATE LIABILITY OF NAVITAIRE UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE PROVISION OF HOSTED SERVICES TO CUSTOMER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID OR OWING BY CUSTOMER FOR SERVICES DURING THE ***** PRECEDING THE MOST RECENT EVENT GIVING RISE TO THE CLAIM (OR IF SUCH EVENT OCCURS IN THE FIRST ***** OF THE TERM, THE ESTIMATED AMOUNTS TO BE PAID IN THE FIRST ***** OF THE TERM); ***** .

10.3 *****

10.4 EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS BASED ON THE USE OR POSSESSION OF ANY PRODUCT, SERVICE OR RELATED MATERIALS PROVIDED UNDER THIS AGREEMENT BY OR ON BEHALF OF ONE PARTY TO THE OTHER; AND

10.5 WITH THE EXCEPTION OF A PARTY'S LIABILITY FOR ITS FRAUD, ***** OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, SUCH KINDS OF LOSS OR EXPENSES ARISING FROM BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, (INCLUDING LOST PROFITS) PAYABLE TO THIRD PARTIES WILL, WHERE COVERED BY A PARTY'S INDEMNITY OBLIGATIONS SHALL BE DEEMED DIRECT DAMAGES AS BETWEEN CUSTOMER AND NAVITAIRE AND NOT BE SUBJECT TO THE DAMAGES CAP SET FORTH IN SECTIONS 10.2 AND 10.3 ABOVE;

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- 10.6** WITH THE EXCEPTION OF THIRD PARTIES EXPRESSLY ENTITLED TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THEN SOLELY TO THE EXTENT OF SUCH INDEMNIFICATION, THIS AGREEMENT IS NOT INTENDED FOR THE BENEFIT OF ANY THIRD PARTY AND NO THIRD PARTY SHALL BE ENTITLED TO ASSERT RIGHTS HEREUNDER.
- 10.7** WITH THE EXCEPTION OF THE PROVISION SET FORTH IN SECTION 8.1, NAVITAIRE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES FOR USE OF THE SERVICES BY OR ON BEHALF OF CUSTOMER OR CUSTOMER AGENTS AND CUSTOMER SHALL DEFEND NAVITAIRE FROM, AND INDEMNIFY AND HOLD NAVITAIRE HARMLESS AGAINST, ALL SUCH CLAIMS.
- 10.8** NAVITAIRE INTERRUPTED SERVICE WILL NOT INCLUDE DOWNTIME DUE TO DENIAL OF SERVICE (“**DOS**”) ATTACKS ON CUSTOMER WEB SITES, PROVIDED THAT NAVITAIRE HAS TAKEN COMMERCIALY REASONABLE EFFORTS TO MONITOR AND MITIGATE AGAINST SUCH DOS ATTACKS.
- 10.9** EACH PARTY HAS A DUTY TO MITIGATE THE DAMAGES THAT WOULD OTHERWISE BE RECOVERABLE FROM THE OTHER PARTY PURSUANT TO THIS AGREEMENT, BY TAKING APPROPRIATE AND COMMERCIALY REASONABLE ACTIONS TO REDUCE OR LIMIT THE AMOUNT OF SUCH DAMAGES OR AMOUNTS.
- 10.10** THE FOREGOING STATES THE ENTIRE LIABILITY OF THE PARTIES WITH REGARD TO THIS AGREEMENT AND THE PROVISION AND USE OF HOSTED SERVICES HEREUNDER. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 10 ARE A FUNDAMENTAL PART OF THE BASIS OF THE PARTIES’ BARGAIN HEREUNDER, AND NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

11. Publicity

Except as required pursuant to Section 4.11, all advertising, press releases, public announcements and public disclosures by either party relating to this Agreement which includes: (a) the other party’s name, trade names, trademarks, logos, service marks or trade dress (collectively, “**Name**”); or (b) language from which the connection of such Name may be inferred or implied, will be coordinated with and subject to approval by both parties prior to release; provided, however, that (i) either party may indicate to third parties that NAVITAIRE is providing services to Customer, (ii) Customer grants to

NAVITAIRE, during the Term of this Agreement, a limited, non-exclusive, non-transferable, revocable, royalty-free license, with no right to sublicense right to use, in accordance with and subject to Section 7.1, Customer's name, logo or other Customer Mark approved in advance by Customer within an airline "tailfin" shape to indicate that Customer is a customer of NAVITAIRE, and (iii) NAVITAIRE may use Customer as a reference.

12. Relationship of the Parties

The relationship of the parties under this Agreement is and at all times shall remain that of independent contractors. Nothing in this Agreement or the attached Exhibits shall be construed to create a joint venture, partnership, franchise, employment or agency relationship between the parties to this Agreement, and accordingly, neither party shall represent itself as having, nor does either party have, the right, power, or authority to bind or otherwise create any obligation or duty, express or implied, on behalf of the other party in any manner whatsoever.

13. No Assignment

Neither party to this Agreement shall have the right to assign this Agreement or any right or obligation hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, provided that (i) NAVITAIRE may assign or delegate obligations therein to any of its Affiliates and/or to any entity that acquires all or substantially all of the assets of NAVITAIRE or to successor in a merger or acquisition of NAVITAIRE; *****.

14. Force Majeure

14.1 Each Party will be excused from performance under this Agreement (other than obligations to make payments that have become due and payable pursuant to this Agreement) for any period and to the extent that it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. If either Party is prevented from, or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it will promptly notify the other Party by telephone (to be confirmed in writing within five days of the inception of the delay) of the occurrence of a Force Majeure Event and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. Such Party will continue to use commercially reasonable efforts to recommence performance whenever and whatever extent possible without delay.

14.2 A "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a Party, and will include, without limitation: *****, but the foregoing shall only be included as a Force Majeure Event if such party so affected promptly exercises commercially reasonable efforts to overcome or cure such act or condition as soon as possible to the extent it is within its power to effect such cure.

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14.3 In the event that NAVITAIRE is unable to perform due to a Force Majeure Event and Customer does not achieve the Monthly Minimum Segment Guarantee (as defined in Section 1.1.1(a) of Exhibit K) in any month in which such Force Majeure Event prevented performance, NAVITAIRE will upon the conclusion of each such month provide Customer with a credit on NAVITAIRE’s invoice for the following month in an amount equal to portion of the prior month in which the Force Majeure event prevented NAVITAIRE from performing multiplied by the amount of the recurring Service Fees payable by Customer with respect to such ***** based on the Minimum Segment Guarantees for such ***** . For example, if the Force Majeure Event lasts for ***** in a single ***** , Customer shall receive a credit on the next month’s invoice for ***** of the minimum recurring Service Fees for the prior month (i.e., the month in which the Force Majeure Event had its impact) calculated in accordance with Section 1.1.1 of Exhibit K (e.g., Hosted Reservation Services – New Skies bundle, Hosted Web Services, Corporate Website Hosting, Hosted Revenue Accounting Services, Loyalty, and GoNow (Agent and Kiosk)).

15. Notices

All notices and communications that are permitted or required under this Agreement shall be in writing and shall be sent to the address of the parties as set forth immediately below, or such other address as the representative of each party may designate by notice given in accordance with this Section. Any such notice may be delivered by hand or by overnight courier, and shall be deemed to have been delivered upon receipt.

As of the date of this Agreement, the addresses of the parties are as follows:

	<u>CUSTOMER</u>	<u>NAVITAIRE</u>
	Chief Accounting Officer	
Attention:	With a copy to the Attention of Chief Information Officer	Controller
Address:	Frontier Airlines, Inc. 7001 Tower Rd Denver CO 80249 USA	333 South 7 th Street, Suite 1700 Minneapolis, MN 55402 U.S.A.

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With a required copy to the Attention: Chief Information Officer
Address: Frontier Airlines, Inc. 7001 Tower
Rd Denver CO 80249 USA

Notwithstanding the foregoing, the following shall be sufficient notice by a party to meet any obligations under this Agreement or to preserve any rights by a party related thereto: communications to or from the NAVITAIRE Support Center relating to any Interrupted Service, Emergency or other System Error as contemplated by this Agreement.

16. Waiver

Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed to constitute a waiver or forfeiture of such rights.

17. General

- 17.1 Entire Agreement, Amendments, and Work Orders.** This Agreement and its Exhibits constitute the entire agreement between NAVITAIRE and Customer, and supersede any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. Professional Services and Deliverables will be requested in a Work Order, in a form similar to the example attached as Exhibit L, and shall be executed by an authorized representative of Customer and Service Provider.
- 17.2 Headings and Counterparts.** The headings in this Agreement are for the convenience of the parties only and are in no way intended to define or limit the scope or interpretation of the Agreement or any provision hereof. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart.
- 17.3 Applicable Law and Jurisdiction.** This Agreement is made under and shall be construed in accordance with the laws of the State of New York without giving effect to that jurisdiction's choice of law rules. For the sole and exclusive purpose of seeking injunctive relief in accordance with Section 17.5 below, both parties hereby consent and submit to the sole and exclusive jurisdiction of the

federal courts of the Southern District of New York, in all questions and controversies arising out of this Agreement, and agree that such court is the most appropriate and convenient court to settle any dispute, and accordingly waive the right to argue to the contrary.

17.4 Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

17.5 Dispute Resolution. Any dispute between the parties with respect to interpretation of any provision of this Agreement or with respect to performance by NAVITAIRE or Customer shall be resolved as specified in this Section 17.5.

17.5.1 Upon the request of either party, each party will appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

17.5.2 If the designated representatives do not resolve the dispute within ***** after the request to appoint a designated representative is delivered to a party, then the dispute shall escalate to the Vice President, Customer Operations of NAVITAIRE and the Chief Financial Officer of Customer, for their review and resolution within the next ***** . During such time and in the event the amount subject to dispute is greater than ***** , the amount subject to dispute shall be placed in a mutually agreed escrow account and held there pending resolution of the dispute. All other applicable fees not affected by the dispute are due as specified within this Agreement.

17.5.3 If the dispute is not resolved by the parties under Section 17.5.1 or 17.5.2 hereof, the parties may initiate formal proceedings. With the sole exception of an action seeking only injunctive relief for a breach hereof, any controversy or claim arising out of or relating to this Agreement, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration in New York, New York by one arbitrator in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

17.5.4 The parties hereby agree that if any dispute or controversy proceeds to arbitration, the arbitrator appointed pursuant to Section 17.5 shall award the prevailing party its costs, including reasonable attorneys' fees and costs, to the degree of such prevailing party's success.

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17.5.5 The parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved; provided, however, if the dispute is regarding nonpayment by Customer, NAVITAIRE shall not be required to continue performance of its obligations unless Customer continues to pay all disputed amounts to NAVITAIRE or to an escrow account structured by agreement of the parties.

17.6 **Third Party Procurement.** NAVITAIRE has a number of relationships with third party vendors for products and services made available to users of the NAVITAIRE suite. NAVITAIRE utilizes these third party vendors in order to provide a comprehensive offering for the benefit of the customer base. In some cases, NAVITAIRE may receive compensation from these third party vendors.

17.7 **Insurance.** NAVITAIRE, at its expense, will maintain in full force and effect the following types and limits of insurance:

17.7.1 *****

17.7.2 *****

17.8 **Exhibits.** The Exhibits attached and listed below are part of this Agreement:

- Exhibit A: Hosted Reservation Services – New Skies®
- Exhibit B: (INTENTIONALLY OMITTED)
- Exhibit C: NAVITAIRE Contacts
- Exhibit D: Customer Contacts
- Exhibit E: Powered by NAVITAIRE® Mark
- Exhibit F: Hosted Web Services — dotREZ — Internet Reservation Framework
- Exhibit G: Hosted Revenue Accounting Services — SkyLedger®
- Exhibit H: (INTENTIONALLY OMITTED)
- Exhibit I: Data Protection Procedures
- Exhibit J: NAVITAIRE Support Center

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- Exhibit K: Price and Payment
- Exhibit L: Work Order Terms and Form

Exhibits; Order of Precedence. Any conflicts, inconsistencies or ambiguities between this Agreement and any Exhibit or other attachment hereto shall be governed by this Agreement unless the Exhibit or other attachment, making specific reference to a provision of this Agreement, provides otherwise.

[Signatures on following page.]

IN WITNESS WHEREOF, NAVITAIRE and Customer, each acting with proper authority, have caused this Agreement to be executed as of the date set forth below.

Signed for and on behalf of:

Signed for and on behalf of:

Frontier Airlines, Inc.

NAVITAIRE LLC

Signature: /s/ David N. Siegel

Signature: /s/ [Authorized Signatory]

Printed Name: David N. Siegel

Printed Name: [Authorized Signatory]

Title: President & CEO

Title: [Authorized Signatory]

Date: June 24, 2014

Date: [Undated]

* Upon execution of this Agreement:

1) Email a copy of the signature page to:

2) Mail two (2) hard copies of the entire Agreement to:
NAVITAIRE LLC

6322 South 3000 East Suite 100
Salt Lake City UT 84121

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EXHIBIT A**HOSTED RESERVATION SERVICES – NEW SKIES®****1. Definitions**

As used in and for purposes of this Exhibit, the following terms shall be defined as set forth in this Exhibit. In the event that there exists any conflict between a definition set forth in this Exhibit and in any definition contained within Section 1 of the Hosted Services Agreement (the “Agreement”), the definition set forth in this Exhibit shall control.

1.1 Ancillary Component means a product or service other than Customer-originating flights sold by Customer using the Hosted Reservation Services. Examples include: an insurance policy purchase, a car hire/rental, a hotel reservation/purchase, an add-on activity such as a 1-hour helicopter tour, souvenir t-shirt, etc. For clarification purposes, Ancillary Components (i) are usually non-flight products or services but can also include flights not provided by Customer, but sold through the Travel Commerce functionality; and (ii) exclude any Segment under this Agreement.

1.2 Authorization Services has the meaning set forth in Section 7.4.1 hereof.

1.3 Availability Request means a request for a fare regardless of booking channel, including but not limited to API, Direct, CRS/GDS, and Web, and is comprised of Standard Availability Calls and Low Fare Availability Calls defined as follows:

a) **Standard Availability Calls** which are searches for fares and are calculated as ***** Journey per day searched regardless of booking channel. A search, as requested by the passenger, can be for a single specific date or for a multi-date window. For purposes of illustration, a request for flights from ***** to ***** on ***** would be ***** Availability Request whereas a request for flights from ***** to ***** on ***** and ***** would be ***** Availability Requests.

A round trip or multi-city search to request fares is computed as ***** look for each day searched, for each Journey searched. For purposes of illustration, ***** request for a multi-city circle trip ***** is calculated as ***** Availability Requests (*i.e.*, ***** multiplied by ***** Journeys for the multi-city circle trip). For additional purposes of illustration, ***** request for a round trip ***** is calculated as ***** Availability Requests.

Technical request types that are defined as Standard Availability Calls are GetAvailability, GetTripAvailability, GetUpgradeAvailability, or similarly functioned future calls.

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- b) **Low Fare Availability Calls** which are searches for fares using Low Fare Finder (as further described in Section 6 below), which return the lowest fare for each day in a series of sequential dates, based upon the Customer configured number of days to search, and are calculated as ***** Availability Request for each set of sequential dates requested, regardless of booking channel. For purposes of illustration, regardless of the Customer configured number of days to search in the Low Fare Finder, for each outbound city-pair/Journey and/or return city-pair/Journey the low fare search in all cases is ***** Availability Request for each requested city-pair/Journey. For additional clarification, ***** request for a round trip ***** for a ***** search is calculated as ***** Availability Request.

Low Fare Availability Calls, when utilized in a multi-city Journey, will be calculated as ***** Availability Request for each passenger requested multi-city Journey. For purposes of illustration, ***** request for a multi-city Journey ***** for a ***** search is calculated as ***** Availability Request.

Technical call types that are defined as Low Fare Availability Calls are GetLowFareAvailability, GetLowFareTripAvailability, or similarly-functioned future calls.

- 1.4 Change Assistance List (CAL)** is a list of passenger changes that occurred since the initial PAL or previous CAL was generated.
- 1.5 Codeshare, Marketing or Codeshare Marketing Carrier** means when Customer markets and sells a flight under its own host airline code and the flight is operated by another airline. A codeshare marketing partner is an airline participating in a codeshare as the Codeshare Marketing Carrier.
- 1.6 Codeshare, Operating or Codeshare Operating Carrier** means when another airline markets and sells a flight under its own host airline code and the flight is operated by Customer. A codeshare operating partner is an airline participating in a codeshare as the Codeshare Operating Carrier.
- 1.7 Codeshare PNR** means a Passenger Name Record, being an individual electronic record with a unique record locator number, containing ***** or ***** passenger names and booked Segments which contains at least one Segment booked via NAVITAIRE's free-sale codeshare functionality.
- 1.8 Common Use Airport** means an airport whose technology infrastructure including network, hardware, and software is managed by a third party company or organization. Typically common use providers manage a large number of airport infrastructures with a common platform and protocol. SITA CUTE and ARINC MUSE are examples of the larger common use platforms.

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- 1.9 Confirmed Status** means when a reservation has been: (a) systematically acknowledged and accepted in the Hosted Reservation System by issuing a record locator or PNR number; and (b) the PNR has achieved a confirmed state in the Hosted Reservation System via either: (i) application of full or partial payment to the PNR; or (ii) application of an alternative mechanism such that payment for the PNR has been otherwise fulfilled.
- 1.10 Content Provider** means a provider of Ancillary Components sold in a Super PNR or Non-Flight Related Fee Record.
- 1.11 CRS/GDS/ARS PNR** means a Passenger Name Record, being an individual electronic record with a unique record locator number, containing ***** or ***** passenger names and booked Segments which contains at least one Segment booked via a CRS/GDS/ARS using Type B/Teletype Connectivity, or via a CRS/GDS using Type A/EDIFACT Booking Connectivity, or via Web Services/API Connectivity. A CRS/GDS/ARS source is based on unique user code and user type.
- 1.12 Electronic Ticket (E-Ticket)** means the document stored in electronic form, used in lieu of a paper document to be exchanged for the use of transportation and/or related services involving a single carrier.
- 1.13 Electronic Ticketing (E-Ticketing)** means the method used to document in electronic form, the sale of transportation and/or related services for a single carrier in lieu of the issuance of a paper document.
- 1.14 Electronic Ticketing Interchange and Database Provider** means the third party provider that Customer has contracted with to process, exchange and store Customer E-Ticket records.
- 1.15 Electronic Ticketing Services Agreement (ETSA)** means the agreement Customer enters into with the Electronic Ticketing Interchange and Database Provider for Electronic Ticketing services.
- 1.16 Executive Review Meeting** means a formal meeting attended by Customer, NAVITAIRE and any related third party required, in response to non-compliance to the specified service level measures.
- 1.17 Executive Sponsors** has the meanings set forth in Exhibits C and D.
- 1.18 Interline Electronic Ticket (Interline E-Ticket)** means the document stored in electronic form, used in lieu of a paper document, to be exchanged for the use of transportation and/or related services involving more than one carrier.
- 1.19 Interrupted Service Minutes** means, with respect to a given Reporting Period, the total number of minutes during which the Hosted Services experience Interrupted Service as defined in the Agreement, excluding Planned Downtime Minutes. This time is tracked by the minute, rounded up to the nearest minute per incident.

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- 1.20 Interrupted Service Report** has the meaning set forth in Section 7.3.2 hereof.
- 1.21 Journey** means the true origination and destination city pair in a one way request. For example, Flight 100 originates in LAX with a stop in SLC on the way to BOS, where it connects to Flight 200 departing from BOS and arriving in JFK. A request for LAX-JFK on one (1) day, which happens to include both Flight 100 and Flight 200 as the connecting pair, would be one Journey.
- 1.22 Look to Booked Segment Ratio** means the numeric result of the number of Availability Requests divided by the number of booked Segments where the Segment resides in a PNR that has reached a Confirmed Status.
- 1.23 Low Fare Availability Days** means the aggregate number of dates searched in a Low Fare Availability Call, calculated as ***** Low Fare Availability Day per Journey per day within the search parameter configured by Customer. The search parameter provides the range for the number of days on each side of the passenger's selected date for the Low Fare Finder to query for fares. For purposes of illustration, where the Low Fare Finder is configured by Customer with a search parameter of ***** , when the passenger has selected a one-way city pair, the value is calculated as ***** Low Fare Availability Days (***** for the requested booking date and ***** Low Fare Availability Day for each of the ***** on either side of the requested booking date). For additional clarification, ***** request for a round trip ***** if the search parameter is ***** , is calculated as *****Low Fare Availability Days.
- 1.24 Low Fare Availability Average Days per Call** means the result of dividing the total number of Customer's Low Fare Availability Days in the calendar month by total number of Customer's Low Fare Availability Calls in such calendar month.
- 1.25 Maximum Availability Requests Allowed** means, with respect to any month, the greater of: (a) the numeric result of multiplying the Monthly Minimum Segment Guarantee (determined in accordance with Section 1.1.1 of Exhibit K) by the Look to Booked Segment Ratio; or (b) the numeric result of multiplying the actual booked Segments for the month by the Look to Booked Segment Ratio.
- 1.26 Minimum System Availability Target** has the meaning set forth in Section 7.2.1 hereof.
- 1.27 Monthly Performance Report** has the meaning set forth in Section 7.3.2 hereof.
- 1.28 MQSeries** is a popular system for messaging across multiple platforms including Microsoft Windows, Linux, IBM mainframe and midrange, UNIX, and others. It allows independent applications on distributed systems to communicate with each other.

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- 1.29 Negotiated Allotment or NegoAllotment** means allocation of a Customer's seats to tour operators, cruise lines, or other non-affiliate third party entity through negotiated contracts.
- 1.30 Non-Flight Related Fee Record** means any data record materially referring to an Ancillary Component that is stored along with its corresponding fee in a PNR rather than as an Ancillary Component.
- 1.31 Passenger Assistance List (PAL)** is a list of Passengers with Reduced Mobility (PRM) for a particular flight and board point.
- 1.32 Passengers with Reduced Mobility (PRM)** are defined by IATA as disabled persons and persons with reduced mobility traveling by air within the European Community.
- 1.33 Planned Downtime** has the meaning set forth in Section 8.2.1(c) hereof.
- 1.34 Planned Downtime Minutes** means, with respect to a given Reporting Period, the total number of minutes in a Reporting Period during which Hosted Reservation Services are unavailable due to: (a) an act or omission of Customer with respect to matters described in Section 7.1 of this Exhibit; (b) an event of Force Majeure; or (c) a planned, scheduled, and approved event including Hosted Services System maintenance during which a particular service, upgrade or Hosted Services System routine requires Planned Downtime as defined in Section 8.2.1(c) hereof. Customer may request the event be rescheduled, providing there is reasonable cause for such a delay. This notification must be made to NAVITAIRE at least ***** in advance of the scheduled event. Planned Downtime Minutes will be tracked by the minute, rounded up to the nearest minute per incident.
- 1.35 Reporting Period** will be a calendar month. The NAVITAIRE Account Manager will measure monthly calculations simultaneous to account reviews.
- 1.36 Reporting Period Minutes** means, with respect to a given Reporting Period, the total number of minutes during such Reporting Period.
- 1.37 Super PNR** means a passenger name record that includes one or more Ancillary Components. For the avoidance of doubt, a Super PNR includes any Ancillary Component regardless of booking source.
- 1.38 Utilized Availability Requests** means the numeric total result of the count of executed Standard Availability Calls and Low Fare Availability Calls.

2. Scope of Services

NAVITAIRE will provide certain services and support functions during the Term of this Agreement related to the Hosted Reservation Services and related applicable products. Of the available Hosted Reservation Services, Customer has selected the products and/or services outlined in Exhibit K.

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3. Implementation Services

- 3.1 Data Center Implementation Services.** NAVITAIRE will configure, install, activate, and test the necessary data center hardware and software for providing the Hosted Reservation Services to Customer. Unless otherwise specified, this service does not include communication circuits, wireless data services, or any remote communication devices, including routers or network hardware. Client personal computers, workstations, or other Customer devices connected to the Hosted Services System are the responsibility of Customer and must meet the minimum specifications as required by NAVITAIRE. NAVITAIRE shall notify Customer of such minimum specifications in order for Customer to procure and implement the same on or before the Target Date.
- 3.2 Virtual Private Network (VPN) Connectivity.** If Customer desires to use a virtual private network (VPN) for connectivity to Hosted Reservation Services, NAVITAIRE will evaluate such a request to determine the viability of the use of a VPN connection for either a primary or back-up data circuit. After review, NAVITAIRE will advise Customer if the request is approved and the additional costs that will apply.
- 3.3 Network Configuration and Design Services.** NAVITAIRE will supply recommended technical diagrams and will advise Customer on required network hardware requirements, for client portion of application as necessary. Customer shall have internal or third party network expertise available for the installation and configuration of their required network.
- 3.4 System integration Services.** During the implementation of Hosted Reservation Services and before production use of such services, NAVITAIRE will assist in the assessment of the compatibility of third party hardware and software with the Hosted Services System. Customer shall be responsible for the cost of modifying or replacing any third party systems including hardware and software. For future integration services, NAVITAIRE will, upon request, provide an estimate using the rates as outlined in Exhibit K; however, any services will be provided pursuant to a Work Order.
- 3.5 Strategic Business Review.** NAVITAIRE will conduct a Strategic Business Review to gather information on Customer's desired use of the Hosted Reservation Services and outline functional capabilities of the Hosted Services System. During the Strategic Business Review, NAVITAIRE will work with Customer to create a project plan and project schedule, including NAVITAIRE and Customer responsibilities, designed to achieve successful completion of the Implementation Services on or before the Target Date.
- 3.6 Customer Site Installation Services.** NAVITAIRE will assist Customer with the installation and testing of the required telecommunications connection between the NAVITAIRE data center and the designated Customer facility. Customer shall be responsible for the cost of troubleshooting or connecting Customer's internal network. Additional technical support for on-site assistance after the initial conversion to production use of the Hosted Reservation Services shall be quoted on a project basis at the request of Customer using the rates as outlined in Exhibit K.

- 3.7 Initial Training Services.** NAVITAIRE will supply the following training at mutually agreed times and Customer agrees to participate in such training for the Hosted Reservation Services:
- 3.7.1 Core Reservation System Training:** Up to a maximum of ***** which may be attended by up to ***** at the NAVITAIRE office located in Salt Lake City, Utah or up to ***** at the NAVITAIRE office located in Manila, Philippines. An additional ***** training will be required if GDS, Codeshare, and/or Interline functionality is implemented. If the training is not held at a NAVITAIRE facility, NAVITAIRE requires that ***** trainers be on-site at the alternate location and additional fees will apply. Also, if training is not held at a NAVITAIRE facility, ***** All training will be conducted in English. Topics will include use of SkySpeed, Airport Check-in, Irregular Operations, Flight Scheduling and Fare Maintenance, and Reservations and Supervisory Features. Customer must complete basic computer familiarization and Windows training for all trainees before the initial training.
- 3.7.2 Web Services Training:** Up to ***** which may be attended by up to ***** of Customer's technical employees at the NAVITAIRE offices in Salt Lake City, Utah. The course includes time for hands-on development.
- Please note that the Web Services Training has been designed with the assumption that the developer(s) performing the carrier customization has a base level understanding of the Microsoft ASP.NET technology and knowledge of C# (C-sharp), XML, XSLT, HTML, and CSS. If additional assistance is required for this base understanding or additional development support after the course, the NAVITAIRE Professional Services organization can be engaged via a work order.*
- 3.7.3 Data Store Products Training:** Up to ***** of technical training which may be attended by up to ***** Customer technical employees at Customer's location. At least ***** NAVITAIRE trainer will provide the trainings requested on-site at Customer's location. The course covers the data model, performance tuning, use of the Data Warehouse, replication, and how to avoid impacting the replication process. Classroom requirements for the on-site Data Store training are located in the Data Store course syllabus.
- 3.7.4 GoNow Agent Training:** Up to a maximum of ***** which may be attended by up to ***** Customer employees at the NAVITAIRE offices located in Salt Lake City, Utah.

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- 3.7.5 **Travel Commerce Training:** Up to a maximum of *****which may be attended by up to ***** Customer employees at the NAVITAIRE offices located in Salt Lake City, Utah.
- 3.7.6 **Loyalty Training:** Up to a maximum of ***** which may be attended by up to ***** Customer employees at the NAVITAIRE offices located in Salt Lake City, Utah.
- 3.7.7 **Launch Support:** Up to ***** with up to ***** NAVITAIRE employees on-site with Customer, leading up to and through the cutover to the production use of the Hosted Reservation Services.
- 3.7.8 **Manuals:** Customer will be provided an electronic copy of the user reference manuals in Adobe Acrobat (PDF) format for download via the NAVITAIRE Customer care web site available at <https://customers.navitaire.com> or by CD. Technical specification and technical reference manuals are for internal NAVITAIRE use only, unless otherwise specified in this Agreement or by other arrangement. All materials provided by NAVITAIRE are in the English language unless otherwise specified within this Agreement.
- 3.7.9 Customer's Travel Costs: *****.
- 3.8 **Project Reporting.** During the course of Implementation Services, the NAVITAIRE Project Manager will provide Customer with: (a) Weekly Project Plan Update and Status Report; (b) Weekly Updated Issues/Resolution List; and (c) Executive Summary.
- a) **Weekly Project Plan Update and Status Report.** Weekly status reports will be transmitted to Customer on a weekly basis during the provision of Implementation Services. This report will include updated status on the implementation process and an updated project plan. A list of the following week's tasks and goals will be included in the report.
- b) **Weekly Updated Issues/Resolution List.** Weekly updated issues/ resolution lists will be forwarded to Customer on the same schedule as the Weekly Project Plan Update and Status Report. The Issues/Resolution List will include specific additional items discovered in the project analysis, or critical issues that deserve heightened priority apart from the project plan. The Issues/Resolution List will include the task, the responsible party, date, open/close status, priority, and date of closed task. Every issue will be given a priority relative to a mutually agreed priority with Customer. Priorities will be ranked 1-5, 1 being most critical. Below is a description of each priority:
- **Priority 1 – Urgent.** All issues included in this priority are deemed critical and will be given priority attention. These issues may affect a milestone or dependency related to the completion of conversion services. Issues in this category are critical to resolve prior to other project dependencies and milestones being completed.

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- **Priority 2 – High.** Issues included in this priority may affect the Target Date and require resolution prior to the completion of conversion services and require resolution prior to the completion of conversion services.
 - **Priority 3 – Medium.** Issues included in this priority are not required prior to completion of conversion services, but must be finished prior to the end of Implementation Services.
 - **Priority 4 – Low.** These items are not critical to either the completion of conversion services or Implementation Services but require monitoring for subsequent follow up or entry into NAVITAIRE’s Internet based customer support tool.
 - **Priority 5 – Excluded.** These items are deemed excluded and are either unnecessary or may be addressed in a business process change or work-around.
- c) **Executive Summary.** An Executive Summary will be provided to both the NAVITAIRE and Customer Executive Sponsors upon reaching critical milestones. These milestones will be established mutually with Customer as the final project plan has been established.

3.9 Implementation Services Time Frame

- 3.9.1** During the course of planning discussions related to this Agreement, NAVITAIRE acknowledges the Target Date as requested by Customer for completion of applicable portions of the Implementation Services. The Target Date for completion of the Implementation Services is no later than *****. NAVITAIRE and Customer will detail dates and dependencies of the project plan, as summarized in the table in Section 3.9.2 below, in order to confirm the Target Date achievability.
- 3.9.2** Upon receipt of the Implementation Fees due at signing and subject to Section 4.1 of the Agreement, NAVITAIRE agrees to perform the Implementation Services within the time frame preceding the Target Date. NAVITAIRE further agrees to initiate, mutually with Customer, project-scope-analysis and project-planning communication to establish the final schedule for Implementation Services consistent with the Target Date.

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3.9.3 Customer understands that the Target Date is subject to change upon mutual agreement of the parties; as such date is dependent on, among other matters, certain third party agreements/activities on behalf of both Customer and NAVITAIRE. These third party agreements/activities may include, but are not limited to, the following:

- Airport facility use agreements.
- All telecommunications and data circuits.
- Credit card settlement and authorization agreements.
- Centralized Reservation System/Global Distribution System/Airline Reservation System (CRS/GDS/ARS) agreements and host provider(s) certification process.
- Content Provider agreements and certification process.
- Data conversion systems.
- Bilateral agreements for marketing codeshare terms with other airline partners.
- Codeshare marketing partner host provider certification process.
- IATA carrier code assignment.

Customer will immediately establish a primary technical Project Manager contact that will be assigned to interact with the Project Manager appointed by NAVITAIRE. Failure to appoint this individual will jeopardize the delivery of Implementation Services by NAVITAIRE.

3.9.4 Upon 'Go Live', Customer is expected to fully open functionality to the public. If Customer requests a two phase launch (*e.g.*, initial "soft launch" for limited release), Customer must recognize that the appropriate NAVITAIRE resources may not be available for appropriate on-site or data center support for a second launch. Additional implementation fees will apply for any two phase launch scheme.

3.9.5 Upon completion of the Implementation Services as described in this Exhibit A, Section 3, NAVITAIRE will provide written notification to the Customer Account Liaison named in Exhibit D, Section 2.

3.10 Data Conversion

3.10.1 Conversion Services. If Customer has been using a third party reservation system, Customer will be responsible for converting existing reservations data into the required Hosted Reservation Services format. Hosted Reservation Services file format requirements and specifications are available to Customer upon request.

3.10.2 Data Conversion Assistance. If Customer desires assistance with data conversion services from a third party reservation system, NAVITAIRE will review this request, and if accommodated, such assistance will be provided pursuant to a Work Order.

3.11 Reservations History Capture for Third Party Revenue Management Systems

If Customer is not yet using a revenue management system, or is using a third party revenue management system, additional fees will apply to capture reservations booking history data from Hosted Reservation Services. Applicable charges are outlined in Exhibit K.

4. Data Circuits

4.1 Primary and Backup Data Circuits. Customer shall be responsible for all telecommunication circuits used by Customer in connection with the transmission of data between the Hosted Services System and Customer's site(s), as stated in Section 4.10 of the Agreement.

4.2 Facility Locations. The facility locations provided for in this Agreement are as follows:

- The NAVITAIRE Hosted Reservation data center will be located in Minneapolis, Minnesota.
- Customer's primary facility will be located in Denver, CO.

5. New Skies by NAVITAIRE Functionality Included in Hosted Reservation Services

The following tables itemize the base and optional functionality and features available as of the Effective Date of this Agreement. The actual optional functionality to be provided under this Agreement is as identified in Exhibit K. This functionality list may be modified or expanded in the future based upon new releases, provided that no material functionality will be eliminated unless mutually agreed with Customer and NAVITAIRE.

Hosted Reservation Services – New Skies**Base Functionality****SkySpeed – Call Center Reservation System****General Features – SkySpeed**

- Graphical reservations screens
- Fee entry and payment collection
- On-demand itinerary print capability
- Auto-queue capability.
- Role-based user security

General Features – Availability and Fare Look-up

- Search for travel components (flight, train, bus, ferry, etc.) and fare availability according to multiple search criteria.
- Display travel components (flight, train, bus, ferry, etc.) and fare results, including Real-time pricing and availability
- Interactive calendar
- Graphical display of price by passenger type, fees and taxes, multiple currencies, fare rules, manifest and SSR availability Multiple-airport cities (MAC) functionality.

General Features – SkySpeed Booking Module

- Book, change, divide, and cancel reservations.
- Book unlimited number of passengers per PNR as defined by role
- Reserve unlimited number of travel Segments per passenger, per PNR
- Book multiple flight connections.
- Book non-revenue and revenue standby passengers
- Override fares dependent on user security settings.
- Assign multiple Special Service Request (SSR) codes to individual passengers based on availability.
- Add individual passenger identification documents.
- Optional seat map display showing actual seat availability
- Optional pre-assigned seating.
- Associate seat fees with pre-assigned seats
- Dynamic seating legend to display seat properties.
- Store multiple addresses and phone numbers on a single booking.
- Auto-populate name and address from stored phone numbers
- Issue itinerary at the airport or station, or by mail, fax, email or XML feed to the desired system
- Multiple language support for itinerary printing.
- Carrier defined mandatory comments.
- Ability to create Agent and carrier defined Freeform, Manifest, and Itinerary comments.
- Display of Real-time travel status Information (e.g., FLIFO).
- Move passengers to new travel components.
- Apply promotion codes to bookings.
- Use vouchers as payment on bookings.
- Apply discount codes for selected passenger(s) on a booking.
- Apply penalty fees at the PNR and passenger level.
- Auto-assign seats at the passenger and booking level, with Intelligent Seating for optimal seat selection,
- Quick search options to retrieve PNRs.
- View available and expired fares within a date range.
- Direct refunds to spoilage fees so they are not refunded to passengers.
- Directional fares
- Place traffic restrictions on flight routes according to IATA standards.
- Support for Change of Gauge on equipment (aircraft, train, bus, and ferry).
- Support for payment by installments.

General Features – Customer Management

- Manage customer profiles, including personal information, travel preferences and booking information.
- Support for system-generated and third-party Customer IDs

General Features – Travel Agent Support

- Support for travel agency, corporate and third-party profiles.
- Automatic entry of travel agency, corporate or third-party organization ID upon agent login.
- Private fares and fare discounts based on organization.
- PNR retrieval using CRS, GDS and third-party record locators.
- Support for parent/child relationships within travel agencies.

General Features – Airline Specific PNR Preferences

- Configure which fields are required, optional and disabled for passenger information, contact information, payment information and customer profile information.
- Automatically place bookings on hold for declined credit cards (configurable).
- Configure validation for phone number format.
- Auto-populate city and state based on postal code (US & Canadian postal codes).
- Configure default booking values for country, language, culture and nationality.

General Features – Agent and Airline Support Tools

- Create and manage system agents.
- Apply role-based permissions to agents and agent groups.
- Password-protected login for individual agents.
- Temporary supervisory login to perform secure functions.
- Configurable logoff time value for inactive sessions.
- Scratch pad for call-specific notes.
- Customizable reference system to maintain and manage carrier policy and procedure information.
- Online help documentation.
- Password-protected queue access.

dotREZ – Internet Reservation Framework**General Features – dotREZ – Internet Reservation Framework**

The dotREZ internet reservation framework consists of a platform and toolkit to facilitate Customer's construction of internet booking components which interface with the Hosted Reservation Services.

dotREZ Configurable Templates are made available to Customer to use as a reference when customizing and branding Customer's internet portal.

The specific building components which can be used by Customer to build Customer's internet reservation platform consist of the following, by category.

Booking Functionality

- Book, change and cancel reservations for trip types of one-way, round-trip or open jaw travel, which may comprise multi-leg or multi-Segment travel components.
- Assign multiple Special Service Request (SSR) codes to passengers, based on Customer's configuration of the SSR and its associated fees and availability of the SSR at the time of passenger's booking.
- Display selected travel components and fares prior to purchase.
- Display confirmed or held bookings, including booking details.

Pricing/Promotions Functionality

- Display single or multiple fares per travel component.
- Display "Discounted Web" and "Regular Price" comparisons ("Strikethrough Pricing").
- Display summary and detailed price quotes, including fee and tax breakdown.
- Online redemption of promotion code discounts and vouchers.
- Support utilization of promotional fares/discounts activated within SkyFare.

Passenger/Contact Functionality

- Assign passenger type based upon passenger title.
- Support entry of Passenger and contact information, using configurable drop down lists, input boxes, and required fields.

Availability Functionality

- Support multiple-airport cities (MAC).
- Display product class or class of service.
- Utilize passenger information stored in the Hosted Services System to generate route-aware origin and destination lists.
- Support availability for either single day or date ranges.
- Search by lowest fare in market for a number of days out using Low Fare Finder.

Payment Functionality

- Interface with SkyPay to facilitate credit card validation and authorization by Customer's third party providers).

Travel Agency Functionality

- Support discounts, promotions, commissions, and registration for travel agencies and corporations.
- Support ability for unregistered/unrecognized agencies to book prior to carrier validation.
- Support individualized logins for agents within a travel agency/corporation
- Display travel agency/corporate ID and contact information on bookings.

Seat Functionality

- Display customizable, graphical seat map.
- Support dynamic, unique seat map with seat properties for each travel component.
- Support seat selection from: 1) system-assigned based on passenger preferences and Intelligent Seating algorithms; or 2) seat map.
- Assign seat fees and SSR fees.

Technical Functions

- Ability to customize graphics and HTML display elements ("look and feel") in the presentation layer
- .NET ASP.Net MVC Framework supports Ajax, XML/JSON interfaces
- Utilizes data as set up by Customer in Utilities:
 - Market data (origin and destination airport codes, currency codes and time zone settings)
 - Lists and codes for aircraft types and credit cards,
 - Contact information lists (for example, states/provinces, and countries),
 - Itinerary distribution options (for example, email, fax, print),
 - Local time settings by city.
- Support for localization (multiple languages) through customization libraries.
- Ability to retrieve and view traveled bookings for registered members.
- Ability to validate form elements using JavaScript.
- Allows for optional secure SSL encryption, no encryption, or both (generally compliant with secure SSL encryption).
- Ability to link to external pages, such as third-party payment providers and loyalty programs.

Limitations and Exclusions

- dotREZ requires the use of web session locking, per NAVITAIRE and Microsoft® recommendations and practices
- dotREZ posting by NAVITAIRE is not included within the scope of Hosted Reservation Services. If Customer wishes NAVITAIRE to host dotREZ, Customer shall procure Hosted Web Services and NAVITAIRE shall host dotREZ in accordance with and subject to the Service Levels set forth in this Agreement.
- Strikethrough Pricing is not compatible with All Inclusive Pricing.
- The functionality is limited to a set of tools that Customer may use to create a custom function (e.g., Customer Website).
- Customer, and not NAVITAIRE, is responsible for the operation/performance of such custom function and such custom function is not considered as part of the Services for purposes of this Agreement.
- In the event the parties enter into a Work Order for NAVITAIRE to perform Professional Services to do the initial development and / or additional modifications for the Customer Website, the parties hereby agree that such Work Order shall specify the scope for the development of the custom functions. Unless NAVITAIRE and Customer agree in a separate Work Order issued pursuant to Exhibit L, NAVITAIRE shall have no responsibility to assist Customer in the development of any custom functions.

SkySchedule – Scheduling Application**General Features – SkySchedule**

- Create and maintain schedules.
- Re-accommodate passengers to other travel components – flight, train, bus, ferry, etc.
- View PNR(s) and passengers affected by a schedule change.
- Create non-stop travel components.
- Create direct and/or connecting, multiple-leg travel components.
- Maintain routing mileage table for reporting.
- Maintain and compare multiple schedules.
- Change travel time, flight/train number, status, equipment type, and cabin/car configuration.
- Automatically update cabin/car configuration based on Authorized Unit (AU) changes.
- Maintain automated or user-defined schedule change queuing.
- Create and modify preliminary schedules offline prior to activation.
- Display detailed inventory and change history.
- Configure availability display for Real-time travel component modifications.
- Print schedules.
- Maintain carrier-specific cities or airport/station codes in the airport/station table.
- Generate schedules in industry-standard formats.
- Import and export SSIM files.
- Maintain standby priority of a re-accommodated passenger.
- Create a preliminary schedule for comparison of active schedule.
- Flag certain travel components and indicate whether they are for general use or not.
- Dynamic seating legend to display system and custom seat properties.
- Create circle travel components.
- Support for travel segments crossing the International Date Line.

General Features – Fare and Inventory Management – SkyFare/SkyManager

- Support for multiple currencies.
- Set the booking default currency based on origin city.
- Create and maintain fare rules.
- Apply advance purchase requirement.
- One-way, return (round-trip), and open jaw fares.
- Apply seasonality criteria to fares.
- Specify minimum number of passengers required.
- Specify day-of-week stay over requirement.
- Specify minimum/maximum stay requirement.
- Specify combinability rules.
- Specify directional fares.
- Specify travel date and sales date restrictions.
- Specify valid passenger discount types.
- Organization-specific fares.
- Fare branding to bundle distinct services with a recognized product name.
- Combine base fare, sales taxes, and travel fees for end user display (excludes GDS).
- Maintain discrete fare classes (unaffected by standard nesting rules).
- Create and modify fares using file import/export.
- Apply global fare changes.
- Differentiate between CRS/GDS and internal AU application.
- Support for revenue management interface files.
- Define fare classes and fare access by user role.
- Role- and fare-based hold settings.
- Validate standby fare classes.

- Greats and maintain SkySpeed and dotREZ fare rule files for passenger advice.
- Create and maintain fee types, descriptions, amounts, and currencies
- Negative fees.
- Refunds.
- Implement availability status (AVS) RECAP and/or RESYNC either automatically or manually Manage AU(s) at a leg and route level.
- Run a pending batch of fares manually, on demand.
- Negotiated space functionality for third parties, such as tour operators.

SkyPay – Payment Processing and Settlement

General Features – SkyPay – Payment Processing and Settlement

- Create and maintain payment types.
- Enter multiple payments on an individual PNR.
- Allow PNR(s) to be ended with partial payment, based on role.
- Allow PNR(s) to be ended with a negative balance.
- Authorize credit cards manually; with processor approval.
- Restrict refunds by payment type and/or user group.
- Reverse a previously-entered payment.
- Support credit card processing as outlined in Section 0 of Exhibit A of this Agreement
- Select bank direct payments via SkySpeed and dotREZ. (Settlement is dependent on Bank file)
- Require AVS and CVV for payment verification purposes via dotREZ and/or SkySpeed (AVS is not supported in all regions.)
- Support the configuration and storage of data related to installment payments.

SkyPort Airport Check-in System

General Features – SkyPort – Airport Check-in System

- Check in one or more passengers on the same PNR at the same time.
- Board one or more passengers on the same PNR at the same time.
- Issue boarding passes and bag tags for standby passengers.
- Display travel segment data and remarks.
- Open, close, and lock travel segments (flight, train, bus, ferry, etc.).
- Create and modify PNR(s) in Real-time.
- Associate or disassociate passengers with customer credit files.
- Display passenger lists, such as confirmed, standby, connecting, no-show, same PNR, etc.
- Display list of travel segments according to numerical order of flight/train/bus/ferry.
- Make changes to passenger information directly on the PNR.
- Change the priority code of standby passengers.
- Print passenger manifests.
- Print passenger receipts/itineraries to peripheral boarding pass printers. (Supported printers may be found under Customer Responsibilities; Equipment Specifications).
- Display passenger ticket numbers on boarding passes.
- Scan boarding passes to print bag tags.
- Automatic generation and printing of bag tags.
- Pre-assigned seating.
- Assign seats or change seat assignments.
- Hold or block seats.
- Dynamic seating legend to display seat properties.
- Support for multiple equipment configurations.
- Assign or remove SSR codes.
- Display multiple SSR codes assigned to a passenger.
- Add SSR fees after Check-in.
- Assign a voucher to a passenger.

- Input and retrieve Flight Following information.
- Re-accommodate passengers for irregular operations (IROP).
- Maintain checked and boarded status on international flights during an irregular operation (IROP).
- Create ad hoc connections between cities and markets where connections are not routinely created (IROP).
- Allow or restrict agents from checking in selected passengers.
- Allow or restrict the ability for agents to log in to a location other than the assigned default location.
- Display historical manifests, including checked and no-show passenger details.
- Report gender count and weight categories for passenger-driven weight-and-balance calculation.
- Support for station add/collects.
- Support for cash-out sales by agent.
- Support for agent login security, Display daily station-specific note pages for company updates.
- Customizable reference system for carrier policies and procedures.
- Online help system.
- Agent reports, Flight Following, Irregular Operations (IROP), and message generation (internal and Teletype).
- Display inventory.
- Cancel or suspend inventory.
- Support for ARINC/MUSE and SITA/CUTE (certification required).
- Allow or prevent agents from viewing or editing passengers who are on Lock or Warning queues.
- Specify the amount of time allowed to open or close travel segments after departure.
- Prompt for AU updates during equipment swap.
- Generate outbound BSM messages.
- Accept and process MVT messages for travel segment information updates.
- Support the configuration and storage of data related to installment payments.
- Transmit APIS data to government authorities via EDIFACT messaging. (NAVITAIRE APIS solution has been certified by customers with U.S. and Canadian customs authority. APIS requirements from other countries may require additional development and testing.)
- Address in country/CBP – APIS enhancements. (NAVITAIRE APIS solution has been certified by customers with U.S. and Canadian customs authority. APIS requirements from other countries may require additional development and testing.)
- Includes the NAVITAIRE Terminal Emulator, which is required to access SkyPort.

New Skies Reports – Reporting System

General Features – New Skies Reports

- Run reports “on-demand” on the NAVITAIRE Reporting platform.
- Reports may be exported in various data formats, including CSV (Comma Delimited), XML, and PDF. (Microsoft Excel can open and import CSV and XML file formats.)
- Detail reports that generate output based on a user-specified time frame can produce at least one full day of detail data.
- Summary reports that generate output based on a user-specified time frame can produce up to one month of summary data.
- Option to request NAVITAIRE report development at an additional charge.
- Report files generated by the New Skies Reports subscription functionality will be retained for up to fourteen (14) days from the date they are generated.

General Features – Standard Reports

The following is an alphabetical list by function, which contains a description of the standard reports available as a part of the Hosted Reservation Services. These reports may be added to, deleted, modified, changed, eliminated or substituted for at the discretion of NAVITAIRE at any time. The reports are viewed online via a browser interface.

Accounting General

- AG Payments – Displays information about activity within a travel agency during a specified period of time.
- Agency List – Displays information about the travel agency, corporate or Air Travel Organizer’s License (ATOL) accounts that have been entered for your carrier.
- Agency List Summary – Displays a summary view of the agencies associated with your carrier.
- Availability Information – Displays flight availability information, including lid, capacity, seats sold.
- Bank Reconciliation – Reconciles bank transactions.
- Bookings By Agent Detail – Provides detailed information on bookings made by individual booking agents.
- Cancellation After Travel Date – Displays passenger and fare information about cancelled booking segments.
- Checked Baggage – Displays baggage information for flights.
- Checked In Passengers By Fare Class – Displays the total number of passengers by fare class who were checked-in.
- Commissions Incurred – Provides commissions information for each of the travel agency that generates bookings for your carrier.
- Credit File Commissions – Displays commission information on travel agency bookings.
- Credit Shell File – Displays credit shell/file activity and balances.
- Credit Shell File Expired – Lists expired credit files and credit shells.
- Customer ID By Flight – Displays the customer IDs associated with passengers booked on a selected flight.
- Daily Agency Charges – Displays the number of charges and activity performed by each agency during a specified day
- Enplanement Deplanement – Displays either enplanements or deplanements by airport.
- Fare Overrides – Displays fare override information by agent.
- Fees And Discounts – Displays passenger-level service fees, SSR fees, seat fees, and penalty fees.
- Fees And Discounts By Date – Displays fees that were manually added to the booking.
- Fees And Discounts By Location And Agent – Displays fees that were manually added to the booking by location and by agent.
- Fees And Discounts By Location And Fee Type – Displays fees that were manually added to the booking by location and by fee type.
- Gender Count By Fare Class – Lists and breaks down passenger information by fare class.
- Generic Tax History – Displays information about the selected tax.
- Net Sales – Summarizes net sales figures.
- No Shows – Displays the names, PNRs, flight dates, and flight numbers for no-show passengers.
- Payment Detail – Displays information about payments made.
- Payment Detail Consolidation – Displays information about payments made and is further organized by booking source.
- Payment Receipts – Displays information about all payments made on the payment approval date.
- Payment Receipts Restricted – Displays information about all payments made on a specified date Payments By Batch Code – Displays information on the batch codes used to make payments on bookings.
- PNR Out of Balance – Queries for reservations that have a credit and/or balance due.
- Refunds – Displays refunds made by specific departments.
- Sales Exceptions – Displays the information on PNRs when the balance of the PNR and the payments made differ.
- Seat Assignments By Agent – Provide the total number of seat assignments made by specific agents.
- Segment Activity By City Pair – Displays information on confirmed and/or unconfirmed booking amounts and passenger totals by city pairs.
- Segment Activity By Flight Date – Displays information on segment activity by flight date.
- Segment Activity Detail – Displays information on segment activity for a specific date or date range.

- Segments By Agent – Shows the number of segments that were created or cancelled during the period and the charges associated with those segments made by individual agents.
- Unapproved Payments – Displays all payments, by payment type that have not been approved
- US Security Fees – Provides information required by the TSA.

Accounting – Travel Agency Specific

- Account Charges – Displays charges to agency accounts.
- AG Payments – Displays information about activity within a travel agency during a specified period of time.
- Agency List – Displays information about the travel agency, corporate or Air Travel Organizer's License (ATOL) accounts that have been entered for your carrier.
- Agency List Summary – Displays a summary view of the agencies associated with your carrier.
- Commissions Incurred – Provides commissions information for each of the travel agency that generates bookings for your carrier.
- Daily Agency Charges – Displays the number of charges and activity performed by each agency during a specified day.
- Travel Agency Aging – Determines the outstanding and/or unused amounts for an agency as of the report date
- Travel Agency Payments – Displays information on payments made by an agency.

Add-on Services

- Ancillary Services Detail – Generates detailed information on car rentals, insurance, and hotels.
- Ancillary Services Summary – Generates summary information on car rentals, insurance, and hotels.
- Car Rental – Displays information on car hire auxiliary services.
- Insurance – Tracks the amount of revenue generated by passengers purchasing insurance.

Booking

- Bookings by Agent – Displays total bookings created by an agent.
- Bookings By Agent Detail – Provides detailed information on bookings made by individual booking agents.
- Bookings By Agent Detail Restricted – Provides detailed information on bookings made by individual booking agents restricted by the agent's location and domain.
- Bookings By Agent Restricted – Provides detailed information on bookings made by individual booking agents restricted by the agent's location.
- Bookings By Fare Class with Equipment – Displays passenger/segment booking and fare totals by fare class.
- Bookings By Agent Restricted – Provides detailed information on bookings made by individual booking agents restricted by the agent's location.
- Bookings By Fare Class with Equipment – Displays passenger/segment booking and fare totals by fare class.
- Bookings By Market – Displays passenger totals, booking amounts, and average fares for individual markets
- Bookings By Origin – Displays segment booking information (total segments and fare amounts by currency) for each originating city.
- Bookings By Schedule – Monitors bookings for a specified origin/destination (city pair) on a specific date.
- Bookings By Source – Provides a count of active (not cancelled) booking Segments and Journeys by booking source or channel.
- Booking Statistics – Determine flown and unflown revenue by booking source.
- Bookings By Time – Displays booking information in hourly increments.
- Days Out Bookings – Displays information about segment bookings made on a specific date, the number of segments sold in future dates following the selected booking date, and the actual travel date when these bookings were made.
- Duplicate Bookings – Lists different PNRs for the same flight and date that contain identical passenger names

- E-Ticket On Demand – Displays information on the dates E-Tickets were issued for billing purposes.
- Group Bookings Out of Balance – displays information on group reservations that have a credit and/or balance due – Net Booking Transactions – determines revenue from confirmed bookings by booking source using the date created.
- Transaction By Channel – Provides booking, segment, and availability call transaction counts that are used to generate monthly invoices for billing.

Codeshare

- IATCI Reporting – Provides Inter Airline Through Check-in (IATCI) data to carriers expanding their existing code share partnerships with other airlines.

Department of Transportation (DOT)

- DOT Non Stop Market – Displays non-stop market information required by the U.S. Department of Transportation.
- DOT On-Fight Market – Displays passenger totals for flown flights required by the U.S. Department of Transportation.

Inventory

- Cancelled Inventory With Passengers – Provides the number of passengers who may need to be re-accommodated to another flight due to a cancellation.
- Flight Capacity Lid – Displays information on seat capacity (or lid) and availability.
- Flight Schedule – Displays scheduled departure cities and times for flights
- Inventory Capacity – Lists capacity, lid, net seats sold, and seats sold today for flights
- Load Factor Search – Displays load factor information.
- Seat Property Match – Displays counts of how many passengers requested seat assignments and how many got the seats they actually requested.
- Seating Exceptions – Designed to identify PNRs with particularly low match rates on desired properties.
- Seats Sold By Cabin – Displays the number of seats sold, and fare amounts, by cabin.
- Seats Sold By Fare Class – Displays the number of seats sold in each fare class.

Management Performance

- City Pair Load Factor – Provides information about the productivity of flights servicing different city pairs.
- Flight-Specific Load Factor – Displays flight specific load factor information.
- Revenue By Flight – Displays revenue by average seat mile/kilometer for each date and for individual flights.

Marketing

- Promo Codes By Booking Date – Displays information on PNRs with promotion codes by booking date.
- Promo Codes By City Pair – Displays information on promotion codes by city pairs.

Operations

- Availability Information – Displays flight availability information, including lid, capacity, seats sold and GDS triggers for selected flights on selected dates.
- Checked Baggage – Displays baggage information for flights.
- Checked In Passengers By Fare Class – Displays the total number of passengers by fare class who were checked-in.
- Flight Line – Displays passenger counts for a specific flight on a specified date.
- Flight Load – Displays passenger totals for flights.
- Flight Manifest – Displays passenger information for selected flights.
- Flight Schedule – Displays scheduled departure cities and times for flights.

- Flight-Specific Load Factor – Displays load factor information.
- Gender Count By Fare Class – Breaks down passenger information by fare class.
- IROP And Moved Passengers – Lists all PNR's that have been moved by IROP.
- Lock List – Allows you to print all data associated with a name on the watch list.
- Lock List History – Allows you to print all data associated with activity on the lock list including those who have been moved on as well as cleared from the list.
- Manifest With Connection Information – Lists connection information for booked passengers
- Selectee Report – Lists the number of passengers that have been identified for additional security screening.
- SSR Flight Information – Provides a list of passengers with SSRs on a flight by flight basis and the SSR counts by flight.
- SSRs By Agent – Lists and subtotals SSR code assignments by the Agent ID that assigned them.
- SSRs By Flight – Allows you to generate SSR statistics for inbound, outbound, thru, connection or all flight types
- Watch List – Allows you to print all data for a single Watch ID, a range of Watch IDs, or all Watch IDs.

Payment

- Payment Detail – Displays information about payments made.
- Payment Detail Consolidation – displays information about payments made. Information may be further organized by booking source, transaction type, department, and agent.
- Payment Receipts – Displays information about all payments made on the payment approval date.
- Payment Receipts Restricted – Displays information about all payments made by payment type, agent, location and department.
- Payments By Batch Code – Displays information on the batch codes used to make payments.
- Payment Summary – Displays information on what location and department received the payment, the payment method, and how much of the payment was collected.
- Unapproved Payments – Displays all payments, by payment type, that have not been approved.

PNR Diagnostics

- Bookings By Agent Detail – Provides detailed information on bookings made by individual booking agents.
- Duplicate Bookings – Lists different PNRs for the same flight and date that contain identical passenger names
- PNR Activity – Displays transaction activity performed on individual PNRs.
- PNR Out of Balance – Allows you to query for reservations that have a credit and/or balance due
- PNRs On Queue – Displays information about all PNRs that are currently awaiting processing in one or more queues including subqueues.

Revenue

- City Pair Load Factor – Provides an extensive array of information about the productivity of flights servicing different city pairs.
- Eamed Unearned Revenue – Allows you to view information on earned (flown) revenue, unearned (no-show unflown) revenue, or both earned and unearned revenue.
- Earned Unearned Revenue Detail – Provides details in addition to those generated in the Earned Unearned Revenue Report.
- Enplanement Deplanement – Displays either enplanements or deplanements by airport.
- Revenue By Fare Class – Displays earned revenue by fare class.
- Revenue By Flight – Displays revenue by average seat mile/kilometer for each date and for individual flights.
- Revenue By Market – Displays base and gross revenue information by market.

Flight Information Control and Display (FLIFO)

General Features – Flight Information Control and Display (FLIFO)

- Input and update departure and arrival information for travel segments.
- Accept and transmit industry MVT messages via Type B/Teletype with applicable Operational Message Add-on Suite.

Agency Billing and Commissions

General Features – Agency Billing and Commissions

- Create, maintain and retrieve travel agency commissions, charges and payments data.
- Set up to individual commission rates based on distribution channel for each agency.
- Create an invoice line of credit for travel agencies and corporations.
- Access the ODS to extract agency billing and commission data.
- Calculate commissions at the booking date.
- Include the journey details in the Agency Billing and Commission Extract.
- Use the add-on commission field to specify and additional percent to represent GST.
- Recall commissions based upon agency.
- Invoice multiple agencies for one booking.
- Create multiple commission records, as long as an agency is tied to each activity.

SkyManager – Configuration and Management Utility

General Features – SkyManager Management Console

- Graphical interface for management of system settings, carrier, and user configurations.
- Configure security roles and login requirements for agents, including individual permissions for a variety of tasks such as creating and modifying reservations, access to various system components, seat assignments, overbooking, discounts, promotion codes, fees, moves, passenger types, fare quotes, etc.
- Configure passenger discount codes.
- Configure vouchers.
- Maintain various codes, such as country codes, currency code, and delay codes.
- Support for currency conversion rate imports.
- Configure daily and Real-time company notes.
- Manage IATA and carrier-specific SSR codes.
- Configure taxes and various fees – such as travel fees, SSR fees, payment fees, seat fees, spoilage fees, etc.
- Set fee amounts based on channel.
- Apply or exempt penalty fees based on organization, role, and fare class.
- Exempt stations from certain taxes and fees (such as rural airports where PFC does not apply).
- Configure variable taxes for fees.
- Configure passenger discount types.
- Configure queues and queue events.
- Set restriction levels on individual queue categories.
- Password-protect queues.
- Manage inventory for fares and SSRs.
- Synchronize inventory between multiple systems.
- Configure variable credit expiration criteria for credit types.
- Configure payment validation and authorization restrictions.
- Manage Web Service permissions at the method (function) level. (System Master only.)
- Enable users to search by the lowest fare in a market for a number of days out. (Premium Service.)
- Define a declined payment “hold period” based on booking channel.

General Features – Message Interface (Type B/Teletype)

- Support for the following Type B/Teletype messages:
 - Baggage Service Messages – BSM
 - Operation System Messages – PXA, PXB, MVT
 - AIRIMP Messages (*accept and reply*)

General Features – Security

- Configure whether the credit card number used as booking payment is concealed or displayed.
- Create & manage a table of restricted credit cards.
- Manage Security Watch List functionality. (Optional)
- Create & manage government or carrier watch list for reservation/passenger matching, queuing, and Check-in lock.
- Require a unique customer ID for each passenger booked on a reservation. (Optional)
- Automate updates to the U.S. Securities Watch List through a scheduled job.

PNR Archiving**General Features – PNR Archiving**

- Moves PNR data from production to the archive fifteen (15) months after the last flight segment in the PNR is marked as flown or no-show and the booking is in balance.
- Retains PNR data in the archive for eighty-one (81) months, for a total of ninety-six (96) months of data retention.
- Archived data is viewable only through SkySpeed.
- Comments can be added to an individual archived PNR through SkySpeed.

Note: If Extended PNR Archiving is not selected by Customer, PNR data will be purged ninety-six (96) months after the last travel segment in a PNR has been marked as traveled (*e.g.*, flown) or no-show.

Limitations and Exclusions

- PNR Archiving does not include schedules, SkyPort, or any other non-PNR data.
- Changes to archived data are prohibited except for the ability to add a comment through SkySpeed, as noted above.
- While bookings in the archive database appear exactly as they appeared in SkySpeed prior to being archived, including the full history, the archive database does not contain version history records which enable “as-of” reporting.
- Reporting on archived data includes the following reports:
 - Archive Booking; and
 - Archive Flight Manifest.
- Data Store access does not include access to the PNR Archive database.

Hosted Reservation Services – New Skies**Add-On Functionality****CRS/GDS/ARS Type B/Teletype Connectivity****General Features – CRS/GDS/ARS Type B/Teletype Connectivity**

- Support for IATA/AIRIMP standard free-sale distribution using Teletype (Type B) formatting with host carrier receiving inbound sales from CRS/GDS/ARS, or host carrier making outbound sales from Call Center or Website on targeted ARS interline partners.
- Support for IATA/AIRIMP Type B/Teletype message processing. The product has been certified with the following third party CRS/GDS/ARS providers: Abacus; Amadeus: Apollo, Axess; Galileo; Sabre; and Worldspan/Travelport, all of which support the IATA AIRIMP Type B/Teletype message format.
- Host-to-host direct connectivity to exchange messages with Amadeus, Apollo, Galileo, SABRE and Worldspan/Travelport.
- Guarantee inbound reservation sales with automated credit card approval/settlement through SkyPay.
- Confirm inbound CRS/GDS/ARS bookings with SSR ticket number form of payment notification, which includes the following IATA E-Ticket TKNE support:
 - Generate post-departure E-Ticket ‘Lifted/Boarded’ status updates to an Electronic Ticketing Interchange and Database Provider using standard teletype ETL (E-Ticket List) messages,

- Transmit E-Ticket number data generated by the NAVITAIRE system via standard teletype automated SSR TKNE to host outbound interline carriers.
- Accept and store E-Ticket number data transmitted via standard teletype automated SSR TKNE. issued by and validated on another airline that is not hosted in the NAVITAIRE system.
- Accept and store E-Ticket number data transmitted via standard teletype automated SSR TKNE, Issued by a GDS subscriber and validated on another carrier that is not hosted in the NAVITAIRE system.
- Accept and store E-Ticket number data transmitted via standard teletype automated SSR TKNE, issued by a GDS subscriber and validated on the host carrier's accounting code,
- Store E-Ticket numbers in the NAVITAIRE system at the passenger and segment level.
- **Note:** Customer is responsible for negotiating and maintaining the appropriate agreements with an Electronic Ticketing Interchange and Database Provider as well as bi-lateral Interline E-Ticketing agreements with other carriers.
- Auto-cancel or hold bookings when payment is not received inbound in the established timeframe, and to send notification to the CRS/GDS/travel agency.
- Notify CRS/GDS/travel agency of Automatic Schedule Changes (ASC).
- Capture and validate IATA/ARC Terminal IDs, non-registered agency, or third-party account in Organizations.
- Support Automated Inventory (AVS) LC, LA, and LR messages to and from CRS/GDS/ARS customers.
- Process and reply to initial booking requests, change and cancel requests, and other update requests including DVD (divide number in party) and CHNT (change name) messages.
- Calculate price and reply to CRS/GDS/ARS travel agency/carrier with the "amount due" for the external booking request.
- View inbound Teletype communications with the CRS/GDS/ARS travel agencies within the PNR history.
- View and process rejected Teletype messages.
- Maintain travel agency and third-party Organization accounts.
- Set last seat availability or inventory open/close trigger levels for CRS/GDS/ARS bookings.
- Configure CRS/GDS/ARS booking configurations to allow or disallow: hold time, promotion codes, and agency payment automatic confirmation.
- Specify which classes of service may be sold by the CRS/GDS/ARS.
- Auto-debit agency credit account for PNR booked or use agency credit when an appropriate SSR or OSI message is received.
- Automatically create credits for cancellation requests via booking configuration.
- Support a set of IATA/ARIMP Special Service Requests (SSR/OSI) including seat requests.
- Settle via Agency, Billing and Commission module functionality (optional).
- Support for industry-standard group name formats and SSR GRPS for group requests originated by a CRS/GDS/ARS. Group names must include at least three (3) characters, including slashes and spaces. For example: 10IP/, 10IP/TOUR, 10IPTOUR, 101/P, 10IPA.
- Selectively allow holds for CRS/GDS/ARS bookings based on any combination of User Group, Fare Class, Agency ID, flight (Segment) number, flight (Segment) range, origin, or destination.
- Apply payment to group bookings, including the ability to accept group deposits (*i.e.*, partial payments) using AG credit accounts. Consolidators to apply payment to exiting, on hold PNRs transferred to the consolidator by a sub-agency without making the process visible to the sub-agency.

Note: Customer is responsible for negotiating and maintaining the appropriate agreements and any costs associated with the other host providers) for this connectivity (typically full availability participation) and for travel agency settlement.

General Features – Instant Pay™ (requires Type B/Teletype Booking Connectivity, as applicable, with partner(s))

- Accept and process passenger or agency credit card for booking confirmation.
- Auto-debit travel agency credit account for booking confirmation or debit agency credit when applicable SSR message is received.
- Payment amount notification returned to travel agent via participating CRS/GDS.

Note: Customer is responsible for negotiating and maintaining the appropriate agreements and any costs associated with the other host provider(s) for this connectivity.

GoNow – Agent**General Features – GoNow – Agent**

- Agent login security and permission settings.
- Integration with NAVITAIRE Terminal Emulator (NAVTE) to support SkyPort functions.
- Search for and select passengers.
- Display passenger, itinerary, and charge summary for selected passengers.
- Assign or modify seat assignments.
- Collect seat fees.
- Advanced baggage functionality.
- Support for special service requests (SSRs), with or without fees.
- Add service fees to bookings.
- Collect and authorize credit card and pre-paid payments.
- Check-in confirmed and standby passengers for hosted segments.
- Check-in using New Skies IATCI functionality.
- Modify booking information.
- Print and reprint boarding passes and passenger invoices.
- Travel component search and manifest display.
- Board passengers.
- Security document collection and enforcement.
- Receive interactive boarding directives (based on supported New Skies government security connections.)
- Support of New Skies Fly-Ahead functionality.
- Add and view booking comments.
- Display Aircraft Zone Report.
- Support for SITA/CUTE interface. (Customer is responsible for certification.)
- Support for ARINC/MUSE interface. (Customer is responsible for certification.)

Note: Functionality is compatible with New Skies by NAVITAIRE™ Release 3.2 and higher.

Limitations and Exclusions

- Off-line Check-in functionality.
- Common use support for ARINC, ULTRA, and RESA: Further development is required to interface with hardware peripherals for document printing and receiving inputs from the reader and scanning devices via common use API. Development and certification for these common use providers is not included with the GoNow base offering.

GoNow – Touch (Kiosk)**General Features – GoNow – Touch (Kiosk)**

- Self-serve Check-in using a touch screen interface software application.
- Support for CUSS hardware device interface framework,
- integrating with the hardware via the CUSS API as referenced in the Common Use Self Service technical Specifications Version 1.0 published by IATA.
- Support for the following hardware devices (not currently certified with any CUSS provider):
 - API-boarding pass printer;
 - Magnetic card swipe;
 - Passport scanner; and
 - Bar code reader.
- Support for multi-language interfaces using translation files provided by Customer.
- Subject to a Custom Enhancement Request, Branding, localization, and customization of GoNow-Touch for business logic and GUI based on Customer's designation, including pages with color themes and branding provided by Customer.

- Retrieve reservation and select up to six (6) passengers for Check-in and service via the following:
 - Credit card magnetic swipe, based on cardholder name stored in track data;
 - Confirmation number, using touch screen keyboard input; and
 - Passenger ID number (*i.e.*, Passenger VIP number), using touch screen keyboard input
- Management of duplicate values resulting from multiple matching passenger names.
- Display error message(s) for passengers who cannot be checked in, including add comment to booking.
- Display and review itinerary details and flight status.
- Select seat(s) from a graphical seat map, restricting configured blocked seats from being assigned.
- Select number of bags.
- Check in selected passenger(s).
- Add customer ID to passenger record,
- Print boarding pass(es).
- Display input track data from CUSS hardware while in test mode.

Note: Customer is responsible for negotiating and maintaining the appropriate agreements and any costs associated with the other host provider(s) for this connectivity.

Limitations and Exclusions

- Customer is responsible for scheduling and costs associated with common use certification, including additional development required to achieve ARINC CUSS certification (*i.e.*, CUSS or ARINC required exception and deployment requirements).
- Kiosk hardware support and monitoring is not included.
- NAVITAIRE will provide default GoNow Touch web skins. Customer is responsible for development and testing of any branding, localization, and customization. Customer may engage NAVITAIRE to perform Professional Services via a Work Order to assist Customer with such development and testing, pursuant to the requirements defined in the specific Work Order.

Customer Value and Recognition Rules Engine

General Features – Customer Value and Recognition Rules Engine

- Configure rules for customer value score.
- Apply rules and score passengers in a PNR.
- Rules based on certain PNR criteria (*e.g.*, program level, fare, ancillary products, class of service, origin/destination).
- Configure display value for passenger score range (*e.g.*, High, Medium, Low).
- Display customer value default score in SkySpeed and SkyPort.
- Use customer value to set priority during operational disruptions (IROP) or schedule changes (reaccommodation).
- Use customer value during seat assignment scheduler service.
- Use customer value to determine FlyAhead (same day confirmed) eligibility for operational involuntary or customer convenience offers.
- Expose scoring service via APIs.

Limitations and Exclusions

- There is no interface in SkyPort.
- Functionality is not supported in GDS or similar external channels-this is not an industry-based product.

API Suites

General Features – Booking and Voucher API Suite;

- Obtain inventory and fare availability for travel segments (flight, train, bus, ferry, etc.) in a market.
- Obtain inventory and fare availability for a whole itinerary.
- Price an itinerary including all fares and taxes.
- Display fare rule content.
- Create or cancel bookings for specified travel segments (flight, train, bus, ferry, etc.).
- Obtain SSR availability for specified travel segments (flight, train, bus, ferry, etc.).

- Book or cancel specified SSR(s).
- Retrieve a booking by record locator.
- Provide a list of names.
- Display seat maps for specified travel segments (flight, train, bus, ferry, etc.).
- Assign or unassign seats on specified travel segments (flight, train, bus, ferry, etc.) for one or more passengers.
- Accept schedule changes made to segments in a booking.
- Retrieve bookings by specified search criteria including 3rd party record locators.
- Display booking history and payment information.
- Retrieve stored baggage information by record locator.
- Add, commit, and retrieve accounts and account transactions.
- Manage queues, including add, update, and delete from a booking queue.
- Search by lowest fare in a market for a number of days out. (Premium service in which additional Fees apply.)
- Booking APIs can be used to develop and provide booking applications available on mobile devices.
- Third-party vendor capabilities to create, void, and reinstate vouchers.

General Features – Check-in API Suite

- Interact with third-party vendors, including kiosk Check-in service providers.
- Retrieve manifest or travel segment information.
- Display seat maps.
- Request or change seat assignments for specified passengers at time of Check-in.
- Confirm Check-in status for specified passengers and generate boarding passes.
- Generate baggage tags for specified passengers.
- Reprint boarding passes for checked-in passengers.
- Security control for Check-in of selected passengers.
- Generate Advance Passenger Information System (APIS) messages. (Premium service in which additional Fees apply.)
- Check-in APIs can be used to develop and provide Check-in services on mobile devices.

Negotiated Allotment (NegoAllotment)

General Features – Negotiated Allotment (NegoAllotment)*

- Search and view existing negotiated allotment contract details.
- Create, update, and release allotment space.
- Configure price per seat and fare rule options.
- Restrict sales of allotment inventory to specified distributors.
- Support for all standard reservation functions on allotment bookings.
- Protect and re-accommodate allotment passengers and space.
- User interface to administer contracts.
- Support for integration with a contract management system and processing of name lists through the Allotment API which includes the following:
 - Search and view existing negotiated allotment contract details.
 - Create, update, and release allotment space.
 - Configure price per seat and fare rule options.
 - Add, commit, and retrieve accounts and account transactions.
 - Access to the Negotiated Allotment (NegoAllotment) functionality.
 - Support for tour operator fares using negotiated fares.

* Inclusion of Apple Vacation bookings will be considered direct (as opposed to external) in the Interface and will not incur additional/overages segment booking fees per Section 1.1.2 of Exhibit K. NegoAllotment bookings from other sources will be subject to additional fees as outlined in Section 1.1.2 of Exhibit K.

Limitations and Exclusions

- Booking of blocked space via dotREZ and GDS booking channels are not supported.
- Requires Allotment API Suite add-on functionality.

Name lists are not supported; this is handled via the Booking API.

Hosted Web Check-in

General Features – Hosted Web Check-in;

- Retrieve passenger and travel component information by information such as credit card, record locator, travel component/passenger name, and customer number.
- Display seat maps.
- Request or change seat assignments for specified passengers.
- Confirm Check-in status for specified passengers.
- Generate boarding passes.

Data Store Products

General Features – Data Store

- The Data Store (DS) offers customers read only access to fifteen (15) months of data in the Operational Data Store (ODS) and Data Warehouse (DW) for custom reporting needs.
- Customers cannot create custom objects in or modify the ODS or DW data.
- Standard New Skies reports continue to run against the ODS.
- NAVITAIRE provides the following services for the Data Store:
 - Delivery of data committed to the New Skies database via replication articles, typically within thirty (30) minutes.
 - Transactional Data Integrity where the data committed to the New Skies database are replicated to the DS.
- Supports ten (10) standard user logins.
- Documentation includes the data model, training curriculum, and explanations of the Data Store architecture, replication, and support processes.

Note: Due to the detailed transactional nature of the data store database, this product supports custom reports but is not suited for large, time consuming queries (e.g., table scans to summarize large time frames of detailed data) or data Extraction, Transformation, and Loading (ETL) purposes. If replication to the ODS is delayed due to demanding user queries, NAVITAIRE reserves the right to abort such queries. Operational issues with the Data Store that result from NAVITAIRE's hosting environment or staff will be addressed and corrected by NAVITAIRE. Identification and/or correction of issues resulting from Customer's use of the Data Store are subject to the Support Services allotments set forth in Section 1.3 of Exhibit K. Questions, consulting requests, or other training and informational needs related to the Data Store will be obtained by following the standard Work Order process and contracting with Navitaire Professional Services (NPS). These Professional Services are not provided as part of the Hosted Services under this Agreement.

Limitations and Exclusions – Data Store

The Data Store is not equipped to support the following: Reports, extract processes, or applications that have time-critical needs (e.g., government security, airport Check-in, boarding, baggage, or other time-critical operational reports or data feeds) or interactive applications that enable inserting, adding, or updating reservation data. The New Skies Web Service APIs have been designed to support these functions.

Note: There are no response time commitments for the Data Store. Service level measurements and/or penalties do not apply for replication delays.

General Features – Data Store Workbench

- The Data Store Workbench (DSW) offers customers read only access to the Operational Data Store (ODS) and Data Warehouse (DW) data, as well as read/write access to the Data Store Workbench (DSW) database, for custom reporting, extraction, transformation, and loading.
- Customers can create and store custom objects in the DSW database, located on the same physical server as the ODS and DW, but cannot create custom objects in or modify the ODS or DW data.
- The DSW database size is capped at 50GB.

- Database user privileges are limited to DDL_ADMIN.
- NAVITAIRE IT staff provides basic database administration services for the DSW database which include standard data backup and recovery support.
- Job scheduling is not permitted on the DSW database server. If implemented, customers will host scheduling services on their servers at their location (e.g., SQL Server Integration Services packages).
- Standard New Skies reports continue to run against the ODS.
- NAVITAIRE provides the following services for the Data Store Workbench:
 - Delivery of data committed to the New Skies database via replication articles, typically within thirty (30) minutes.
 - Transactional Data Integrity where the data committed to the New Skies database are replicated to the OS.
- Supports ***** and *****. Documentation includes the data model, training curriculum, and explanations of the data store architecture, replication, and support processes.

Note: This product is designed for light custom reporting and moving reservations data to another database, data warehouse, or other system outside of the New Skies environment for processing. Due to the detailed transactional nature of the data store database, this product does not support heavy data processing tasks. If replication to the ODS is delayed due to demanding user queries, NAVITAIRE reserves the right to abort such queries. Operational issues with the Data Store Workbench that result from NAVITAIRE's hosting environment or staff will be addressed and corrected by NAVITAIRE. Identification and/or correction of issues resulting from Customer's use of the Data Store Workbench are subject to the Support Services allotments set forth in Section 1.3 of Exhibit K. Questions, consulting requests, or other training and informational needs related to the Data Store Workbench will be obtained by following the standard Work Order process and contracting with Navitaire Professional Services (NPS). These Professional Services are not provided as part of the Hosted Services under this Agreement.

Limitations and Exclusions – Data Store Workbench

The Data Store Workbench is not equipped to support the following: Reports, extract processes, or applications that have time-critical needs (e.g., government security, airport Check-in, boarding, baggage, or other time-critical operational reports or data feeds) or interactive applications that enable inserting, adding, or updating reservation data. The New Skies Web Service APIs have been designed to support these functions.

Note: There are no response time commitments for the Data Store Workbench. Service level measurements and/or penalties do not apply for replication delays.

Low Fare Finder

General Features – Low Fare Finder

- Ability to search for the lowest fares within a specified time frame (up to a 15 day period on either side of a target date and in a user-specific market).
- Search results display the lowest fares in a calendar format within the specific time frame.
- Ability to allow passenger to view all available fares over a range of dates, rather than limiting search to a single departure date and arrival date.

Limitations and Exclusions

- Service Level targets and/or penalty/rebate calculations do not apply for this product or for any Service Level issues caused by this product,
- Tests have been performed on the functionality to confirm basic operating requirements, but in the event that the Low Fare Finder functionality is determined to have impact on other functions, NAVITAIRE reserves the right to temporarily disable functionality.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

All-Inclusive Pricing

General Features – All-Inclusive Pricing

- Provides Customer with the ability to build base fares and then configure the system to display the all-inclusive price in SkySpeed, dotREZ, and SkyPort.
- Provides Customer with the ability to implement a flexible solution, disclosing unavoidable costs associated with the booking at the time of sale, only when specifically configured to do so,
- Ability to configure by market and by specific user role (“All Markets” setting is available).
 - Displays a combined base fare plus all applicable taxes and travel fees for the passenger.

Limitations and Exclusions – All-Inclusive Pricing

- The system will only apply taxes and additional travel fees as set up by Customer.
- Does not communicate an all-inclusive price to CRS/GDS/ARS booking channels.

Disaster Recovery Services

General Features – Disaster Recovery Services

- **Disaster Recovery Invocation** is structured into three (3) main phases of service re-instatement:
 - **Business Critical Services** are those portions of the Services reinstated subject to the RPO and RTO objectives stated in this Agreement:
 - **Secondary Services** are those portions of the Services reinstated subject to capacity and performance requirements of the Business Critical Services: and
 - **Tertiary Services** are other optional Services reinstated as required and agreed with Customer.

<u>Recovery Phase</u>	*****	<u>Business Critical</u>	<u>Secondary Services</u>
RTO	*****		*****
RPO	*****		N/A
Applications	New Skies Client Suite <ul style="list-style-type: none"> • SkyPort • SkySpeed • SkyFare • Utilities • SkySchedule • SkyChannel API – Check-in and Booking • API backend for Fare Comparison • GoNow 		SkyPay <ul style="list-style-type: none"> • Credit Card Settlement Files
	SkyPay <ul style="list-style-type: none"> • Core 		

- **Declaring a Disaster:** The DR Site will be used for Hosted Reservation Services upon declaration of a Disaster as follows: (a) only in the event of a Disaster resulting in a catastrophic failure in the primary data center; and (b) upon approval from NAVITAIRE and Customer Executive sponsors. Upon declaration of a Disaster, NAVITAIRE will send a notification and confirmation of the declaration of Disaster in writing as soon as reasonably practicable (including E-mail) to Customer Executive Sponsors noting the time of the invocation of the failover to the DR site and Customer shall send a confirmation response.

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NAVITAIRE shall use reasonable efforts to meet all time limits set for its performance of services under the Agreement and, in the event that NAVITAIRE is unable to perform any service under this Agreement within the time limit that has been set for such performance herein, the Parties may by mutual agreement extend time for the performance of such service.

- **Messaging Services:** In the case of a failover to the DR Site, direct links (*e.g.*, Type A/EDIFACT, API) for distribution and operational messaging will be unavailable. Type B /Teletype messaging will only be available via a third party link (*e.g.*, SITA/ARINC), for which Customer may incur additional message fees. Type B/Teletype inbound traffic can be received from Sabre, Travelport, and Amadeus at the alternative site provided that Customer has initiated with the third party providing the link (*e.g.*, SITA/ARINC) specific connectivity for the inbound traffic to the alternate site (*e.g.*, Navitaire's London data center) and informed NAVITAIRE the specifics for that traffic. SecureFlight/PNRGov/ APP functionality will be available and traffic can be received at the alternate site provided that Customer has initiated with the third party providing the link (*e.g.*, SITA/ARINC) specific connectivity for the traffic to the alternate site (*e.g.*, Navitaire's London data center) and informed NAVITAIRE the specifics for that traffic. Any Customer-specific connections to the primary data center for functions including, but not limited to, GDS custom links, interline, code-share, and E-Ticketing will be unavailable unless Customer has procured alternate connectivity to the DR Site for such Customer-specific connections and informed NAVITAIRE the specifics of those links.
- **DR Site Usage:** Once a declared Disaster triggers a failover to the DR Site, Customer will conduct its operations as to minimize capacity stress on the Hosted Services and the Hosted Services System. Customer will avoid special inventory sales and other high volume activities while hosted on the DR Site.
- **Increased DR Site Capacity:** If the Disaster necessitates a data center replacement for the primary data center, NAVITAIRE will provide the Hosted Services from the DR Site consistent with those at the primary data center immediately prior to the occurrence of such Disaster within a reasonable timeline, dependent on the nature of the Disaster.
- **System Availability Targets:** In the event of failover to the DR Site, System Availability Targets will be suspended until service is restored to the primary data center or full capacity is delivered from the DR Site after a ***** stabilization period, whichever is sooner.
- **DR Site Connectivity:** Data circuits to the DR Site are the responsibility of Customer and may be in the form of standby, VPN, or dedicated circuits. NAVITAIRE will provide the circuit between the primary data center and the DR Site to perform data synchronization.
- **Testing of the DR site:**
 - Customer is required to undertake an invocation test (a failover and fallback) contemporaneously with the upgrade process to a new release and for initial go live of the New Skies system; Customer's failure or refusal to perform this test will invalidate the RTO and RPO objectives; while Customer and NAVITAIRE may jointly agree to perform additional invocation tests, NAVITAIRE reserves the right to limit the number of invocation test in a calendar year.
 - Scope of testing will include row-count compares and sample PNR reviews between data located at the primary data center and the DR Site. Data integrity testing will include a data validation check via direct login to Customer's database housed at the DR Site. Connectivity sufficient to perform the Data Integrity test will be established using a Customer provisioned WAN connection. Customer is responsible for verifying that routing does not rely on the primary data center.
 - Upon project initiation, Customer and NAVITAIRE shall come together to prepare a Client New Skies Recovery Plan which shall address, among other things, mutually agreed parameters for the invocation test, including processes, definitions, sequence, priority, initial implementation and ongoing DR maintenance testing of the services and other key elements.

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Type B/Teletype Connectivity for Operational Messages**General Features – Type B/Teletype Connectivity for Operational Messages****Outbound Messaging**

- Deliver outbound messages to Type B/Teletype addresses.
- Outbound messages adhere to the same formats and data structures outlined in the New Skies Type B/Teletype Messaging Reference Guide.
- Support for the following outbound message types:
 - ADL – Additions and Deletions List
 - BSM – Baggage Service Message
 - MVT – Aircraft Movement message
 - NAM – Lid/Sold custom message
 - PNL – Passenger Name List
 - PXA – Actual Passenger ‘checked-in’ counts
 - PXB – Actual Passenger ‘booked’ counts
 - PAL – Passenger Assistance List
 - CAL – Change Assistance List
- Support for the following for PAL/CAL messages:
 - Meets requirements identified in IATA Document 1708a, Any Passenger Assistance List (PAL) and Change Assistance List (CAL) messages will be forwarded via Type-B Messaging.
 - A PAL list will be generated one time for each designated flight.
 - A CAL list will be generated only if there are changes since the delivery of the flight’s initial PAL list. Multiple CAL lists may be generated, if necessary, due to subsequent changes to passenger information and their reduced mobility qualification status (add, change, delete).
 - PAL and CAL lists are automatically generated and contain the following information:
 - Flight Information
 - Passenger name
 - SSR code (BNLD, DEAF, OPNA, MAAS, WCHC, VVCHR, WCHS)
 - Flight Details
 - One inbound connection
 - One outbound connection
 - If a designated flight has no PRMs on board, a PAL and/or CAL list is still generated. In such cases, a NIL value is provided.

Inbound Messaging

- Receive inbound messages to a Type B/Teletype address.
- Process inbound messages received via Type B/Teletype connectivity.
- Inbound messages adhere to the same formats and data structures outlined in the New Skies Type B/Teletype Messaging Reference Guide.
- Support for the following inbound message types:
 - MVT – Aircraft Movement message
 - OPS – Weather/Flight-Release file
 - PFS – Passenger Final Status
 - PXA – Actual Passenger “checked-in” counts
 - PXB – Actual Passenger “booked” counts

Note: Customer is responsible for negotiating and maintaining the appropriate agreements and any costs associated with the other host provider(s) for this connectivity.

Message Facilitation for Advanced Passenger Information System (APIS)

General Features – Message Facilitation for Advanced Passenger Information System (APIS)

APIS (Advanced Passenger Information System) is a non-interactive data collection system used by carriers to transmit traveler data to government entities. The Message Facilitation for Advanced Passenger Information System (APIS) facilitates the collection of the data required by Customer with respect to its regulatory requirements. While each government entity has specific data and transport requirements, in general the system provides a mechanism for Customer to:

- Collect Passenger travel document information during the booking process and at Check-in via the following applications:
 - Call center application (SkySpeed)
 - Airport (SkyPort) via passport scanner or manual input
 - API (booking and Check-in)
 - GDS
 - Codeshare
- Format the data for transmission. Transmit APIS data to the network transport provider (*e.g.*, SITA/ARINC as directed by Customer) for the delivery of the data to the respective regulatory entity by the network transport provider.

Limitations and Exclusions

- Transmission of crew data is not supported.
- XML message formats are not supported.
- Certification with connectivity provider is to be performed by Customer.
- APIS functionality is only available for flights for which Customer utilizes New Skies Check-in functions. APIS functionality is not available for flights managed via a third party DCS.
- NAVITAIRE will provide Customer with an initial sample format for these messages during implementation. Any applicable fees in connection with any modifications to the message format made whether during implementation or thereafter will be charged to Customer pursuant to a Work Order.

Message Facilitation for Customs and Border Protection (CBP) PNR Push

General Features – Message Facilitation for Customs and Border Protection (CBP) PNR Push

Customs and Border Protection (CBP) PNR Push is a non-interactive data collection system used by carriers to transmit traveler data to the United States government. The Message Facilitation for CBP PNR Push facilitates the collection of the data required by Customer with respect to its regulatory requirements. While each government entity has specific data and transport requirements, in general the system provides a mechanism for Customer to:

- Format PNR data for transmission to US Customs and Border Protection for reservations where one or more Segments are for travel inbound to or outbound from the United States.
- Transmit PNR data upon completion of initial booking, modification to booking, and flight close to the connectivity provider (*e.g.*, SITA/ARINC as directed by Customer) for the delivery of the data to the respective regulatory entity by the connectivity provider.

Limitations and Exclusions

- Certification with connectivity provider is to be performed by Customer.
- CBP PNR Push functionality is only available for flights for which Customer utilizes New Skies Check-in functions. CBP PNR Push functionality is not available for flights managed via a third party DCS.
- NAVITAIRE will provide Customer with an initial sample format for these messages during implementation. Any applicable fees in connection with any modifications to the message format made whether during implementation or thereafter will be charged to Customer pursuant to a Work Order.
- Transmission of crew data is not supported.
- XML message formats are not supported.

Message Facilitation for PNRGOV

General Features – Message Facilitation for PNRGOV

PNRGOV is an interactive data collection system used by carriers to transmit traveler data to government entities. The Message Facilitation for PNRGOV facilitates the collection of the data required by Customer with respect to its regulatory requirements. Customer is responsible for providing the specific data, transport and response requirements for each individual government entity. While each government entity has specific requirements in general the system provides a mechanism for Customer to:

- Format passenger (PNR) data for transmission.
- Transmit PNR data to the connectivity provider (*e.g.*, SITA/ARINC as directed by Customer) for the delivery of the data to the respective regulatory entity by the connectivity provider, which may include the following types of information, based upon government specific requirements:
 - Booking Details: PNR (including CRS/GDS locators if available), create date, contact information ,general remarks, travel agent information, reservation history.
 - Payment Details: payment date, type, amount (may include credit card number if required)
 - Passenger Details: full name, passenger travel documents, ticketing information, frequent flyer information
 - Travel Details: flight date(s), itinerary, status, baggage, seats, code share information
- Store confirmation in the PNR if PNRGOV message has been sent.
- In the event that an acknowledgement message is received from the government entity, receive and store transmission date and time of the acknowledgement message in the DCS log, viewable via the DCS MESSAGES tab of the DCS log user interface.
- Configure scheduled message transmit time via the Management Console.
- Initiate ad-hoc messages from SkyPort or the Utilities interface to transmit PNR data.

Limitations and Exclusions

- Acknowledgement message data viewable from the DCS MESSAGES tab is only available for the length of time that the EPIC logs are retained.
- XML message formats are not supported.
- NAVITAIRE will provide Customer with an initial sample format for these messages during implementation. Any applicable fees in connection with any modifications to the message format made whether during implementation or thereafter will be charged to Customer pursuant to a Work Order.
- Certification with connectivity provider is to be performed by Customer
- PNRGOV functionality is only available for flights for which Customer utilizes New Skies Check-in functions.
- PNRGOV functionality is not available for flights managed via a third party DCS.
- Transmission of crew data is not supported.

Message Facilitation for Secure Flight

General Features – Message Facilitation for PNRGOV

Secure Flight is an interactive data collection system used by carriers to transmit traveler data to government entities for United States domestic flights, flights to/from the United States and flights that qualify as United States overflights as identified by Customer. The Message Facilitation for Secure Flight facilitates the collection of the data required by Customer with respect to its regulatory requirements. While each government entity has specific data and transport requirements, in general the system provides a mechanism for Customer to:

Boarding Pass

- Collect traveler passport data at the time of booking or at the time of Check-in for travel to or from outside the US.
- Format the data for transmission, including passenger redress number and known traveler number if provided by passenger and traveler passport data for international flights.

- Transmit the data during the transmission timeframe (*e.g.*, ***** prior to departure) to the connectivity provider (*e.g.*, SITA/ARINC) for the delivery of the traveler data to the United States Department of Homeland Security (US-DHS) by the connectivity provider, as directed by Customer.
- Receive US-DHS passenger status response messages and store the passenger status response from the US-DHS with passenger's PNR.
- Display the passenger status response and based upon the US-DHS passenger status response: -
 - Print boarding pass for passengers identified as cleared by US-DHS.
 - Configure selectee data for boarding pass and bag tag for passengers identified as selectees by US-DHS
 - Do not print boarding pass for passengers identified as inhibited by US-DHS.

Gate Pass Holder

- Collect gate pass holder data via SkyPort. The gate pass is a document issued within the US to non-travellers, allowing them entry through airport security to a sterile area normally reserved for passengers.
- Format the gate pass holder data for transmission.
- Transmit to the connectivity provider (*e.g.*, SITA/ARINC) for the delivery of the gate pass holder data to the United States Department of Homeland Security (US-DHS) by the connectivity provider, as directed by Customer.
- Display gate pass response message from the US-DHS.
- Generate a gate pass for a cleared response.

Unsolicited Messages

- Receive US-DHS unsolicited messages.
- Format acknowledgement response to unsolicited messages.
- Transmit acknowledgement response for unsolicited response to the connectivity provider (*e.g.*, SITA/ARINC as directed by Customer) for the delivery of the acknowledgement response to the United States Department of Homeland Security (US-DHS) by the connectivity provider, as directed by Customer.
- Store updates to passenger status from the US-DHS with passenger's PNR.

Flight Close Out

- Format Flight Close Out / On Board message.
- Transmit Flight Close Out / On Board message to the connectivity provider (*e.g.*, SITA/ARINC) for the delivery of the gate pass holder data to the United States Department of Homeland Security (US-DHS) by the connectivity provider, as directed by Customer.

Limitations and Exclusions

- Transmission of crew data is not supported.
- XML message formats are not supported.
- Flights which are domestic to domestic outside of the United States are not supported (*e.g.*, ORY to NCE), with the exception of overflights identified by Customer.
- The ability to collect, store, and include passenger redress number and known traveler number is not currently available if the transaction is received by NAVITAIRE via IATCI messaging.
- Certification with connectivity provider is to be performed by Customer.
- Secure Flight functionality is only available for flights for which Customer utilizes New Skies Check-in functions. Secure Flight functionality is not available for flights managed via a third party DCS.
- NAVITAIRE will provide Customer with an initial sample format for these messages during implementation. Any applicable fees in connection with any modifications to the message format made whether during implementation or thereafter will be charged to Customer pursuant to a Work Order.

Travel Commerce Services

General Features – Travel Commerce Services

- Search for and book ancillary components in dotREZ or SkySpeed as part of the travel booking process and store the component within the Super PNR.
- Search for and book ancillary components in dotREZ or SkySpeed without travel components and store the component(s) within the Super PNR.
- View the Travel Commerce components in an existing PNR, including Supplier confirmation number and other relevant booking details.
- Add an ancillary component to an existing booking through dotREZ or SkySpeed.
- Cancel an ancillary component booking from SkySpeed or dotREZ.
- Locally host inventory for insurance.
- Configure product availability by supplier and location.
- Include ancillary components in the traveler's itinerary email notification.
- Configure markups within a component's pricing for locally hosted components.
- Store supplier confirmation numbers within the Super PNR.
- Add a markup by supplier.
- Specify cancellation fees by supplier.
- Aggregate available products from multiple Suppliers in a single search result.
- Manage product inventory as a retail item, free-sell, or inventory by day (*i.e.*, block space).
- Query multiple sub-locations within a parent location during a single product search.

Supplier Connectivity

- Support for direct interfaces to Content Providers via XML API connections. List of available connections is subject to change and will evolve with each product release.
- Additional connections can be requested through the enhancement process or via a NAVITAIRE work order.

Standard Reports (Travel Commerce specific)

Reports are viewed on-line via a browser interface.

- The following standard reports related to Travel Commerce functionality are available:
 - Ancillary Services Summary – Summary of revenue by provider.
 - Ancillary Services Detail – Transaction level report.
 - Insurance Report – Details by transaction on each policy sold/canceled.
 - Car Rental Report – Details by transaction on each car rental booking or cancellation
 - **Note:** Reports may be added to, deleted, modified, changed, eliminated, or substituted at the discretion of NAVITAIRE at any time.

Loyalty Services

General Features – Loyalty Services

- Ability to set up the parameters of Customer's Frequent Traveler Program,
- Ability to upgrade or downgrade a member account.
- Ability to track customer travel by points/miles/credits for flown segments.
- Ability to look up and adjust members' accounts.
- Built-in rules engine for configuring awards and promotions. Each rule has an effective and discontinue date, and includes the ability to define award rules using numerous criteria.
- Ability to test rules in the Rules Engine.
- Supports two options for computing points:
 - Fixed amount (*e.g.*, 1 point for every segment flown); and
 - Percentage amount (*e.g.*, ***** of the fare as points, or ***** of the mileage).
- Supports accrual of qualifying (elite) points/ mileage/ credits while accruing redeemable points.
- Supports multi-level programs such as silver/gold/platinum.
- Supports automatic upgrades and downgrades to/from a higher status level.

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- Supports expiration of points after a specified time period.
- Customizable on-line account statement.
- Service desk UI for adding missing flight credits, customer service adjustments, researching activity, etc.
- Support--for call center redemptions
- Support for points fares published in SkyFare.
- Support for third-party accruals via batch file of API, including accrual rules engine with different criteria for each partner type.
- Support for retro credit for past flight requests through the call center.
- Supports reverse redemption with the ability to maintain and observe original expiration dates.
- Supports an Error Log with a descriptive reason included in the detail. Ability to sort by field names.
- Reports:
 - Flight Redemption Activity – detail report of host flight redemptions;
 - Redemption Activity – report of redemptions by third-party partners;
 - Host Accrual Activity Summary – summary of all accrual activity;
 - Partner Accrual Activity Summary – summary of all accrual activity, which can be Altered by partner
 - Loyalty Program Member Accrual – report with accrual details by program member;
 - Outstanding Award point balance for use in accounting to track outstanding liability;
 - Adjustment report – report of manual adjustments made to customer accounts; and
 - Recognition Level Log and Summary Reports – includes manual an automatic upgrade details.
- Ability for members to register on-line and manage on-line profile.

Loyalty Services – New Skies interfaces

- Real-time interface for boarded passengers for posting points at time of boarding of flight close.
- Integration for market distances and customer levels.
- Integration of member account statement into SkySpeed 360 degree passenger profile view.

6. Customer Hardware, Software, Connectivity and Network Requirements

6.1 Equipment Specifications. These equipment specifications outline the required, supported hardware and software necessary for the proper function and efficient operation of the Hosted Reservation Services and applicable products. Unless otherwise specified in this Agreement, the equipment and software listed below are the responsibility of Customer. This list may not be all-inclusive, depending on the technical requirements of Customer.

All specifications are subject to change. Customer will be provided with not less than ***** notice of incremental hardware upgrade requirements.

- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****
- *****

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6.2 Third Party Software. Customer is required to purchase directly from third party software providers other related third party software licenses necessary to use the Hosted Reservation Services, including without limitation the following:

- *****
- *****
- *****

Failure to maintain current versions of such third party hardware and software may result, at NAVITAIRE's option, in the suspension of Support Center Support as described in Exhibit J.

6.3 Credit Card Processing

6.3.1 Authorization and Settlement Services. Customer will be allowed ***** with a third party, and ***** with a third party, any additional connections will be quoted upon request.

6.3.2 Card and Payment Types.

- **Supported Credit Cards:** NAVITAIRE currently supports VISA, American Express, MasterCard, JCB, Diners Club, and Discover Card.
- **Supported Debit Cards:** NAVITAIRE currently supports regional debit cards such as Visa Electron (EL), Visa Delta, Visa Connect, Switch/Solo, Maestro, and Laser.
- **Not Supported:** Debit cards requiring a Personal Identification Number [PIN], ATM cards, or private label credit cards are not supported.
- **ELV:** Ability to use an Elektronisches Lastschriftverfahren (ELV) form of payment through a European payment gateway is supported.
- **UATP:** Ability to use the UATP form of payment is supported through a web service connection via the internet to UATP from SkyPay. Customer may also choose to process UATP payments via their PSP, if supported by their PSP, through NAVITAIRE's standard payment connection to that PSP.

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6.3.3 *****

6.3.4 Data Circuits. Customer must arrange and pay for necessary circuits for authorization and settlement file transmissions.

6.3.5 Data Transmission. By selecting external and/or third party payment related services such as credit card authorization, settlement, 3-D Secure, DCC, etc., Customer authorizes NAVITAIRE to electronically transmit certain Customer data to providers of such services in order to facilitate the provision of payment related services.

6.3.6 Authorization and Settlement Providers. Customer shall be responsible for contracting with third party authorization and settlement providers, and NAVITAIRE shall not be responsible for the use, disclosure and treatment of any Customer Personal Data by such third parties. A list of NAVITAIRE supported authorization and settlement providers will be provided to Customer upon request. Should Customer elect to use an authorization or settlement provider not currently supported by NAVITAIRE, such authorization or settlement provider is subject to NAVITAIRE approval and the certification costs, including development, are payable by Customer.

6.4 CRS/GDS/ARS Agreements and Connection Fees (to Support Optional CRS/GDS/ARS Type B/Teletype, Type A/EDIFACT, and/or Codeshare Connectivity). Customer must negotiate and have in place, no later than ***** prior to the Target Date, the necessary participating agreements with each of the NAVITAIRE supported Computerized Reservation System/Global Distribution System (CRS/GDS) providers or airline and associated Airline Reservation System (ARS) providers. Implementation, integration, connection and Service Fees as described in Exhibit K and line charges may apply. NAVITAIRE will order and facilitate the installation of all circuits required to process CRS/GDS/ARS bookings, upon written notice from Customer.

7. Service Levels and Service Level Targets

7.1 Service Level Scope. The "Service Levels" contained in this Section represent the target service performance for the provision of the Hosted Services. Metrics, measurement, and reporting will create performance assessment measures that apply to operations services in the following three service categories:

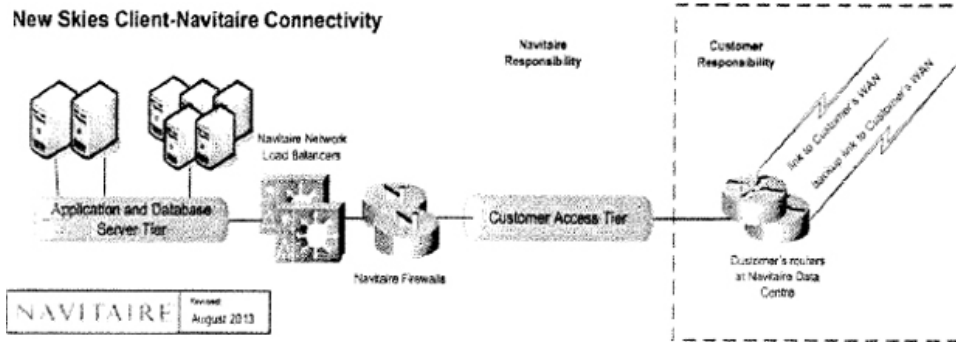
- System availability targets.
- Metrics, measurement, and reporting.
- Remedies and corrective action.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

7.2 Service Levels

7.2.1 **System Availability.** NAVITAIRE will provide Customer with an overall Minimum System Availability Target of ***** of all Reporting Period Minutes for the applicable Reporting Period. Interrupted Service Minutes will be measured and used to determine the percentage of monthly Hosted Reservation Services and Hosted Web Services System availability. Actual System Availability for each Reporting Period shall be determined by: *****. Interrupted Service due to Customer misuse of the Hosted Reservation Services System or acts or omissions of third parties not under NAVITAIRE’s control will be excluded from Interrupted Service Minutes and may incur Support Fees at the rate specified in Exhibit K, Section 1.3.

- a) **Network Responsibilities.** The diagram below shows those hardware components, network components (excluding the internet), and the software that resides on those components that are owned from a service level perspective by NAVITAIRE and those items that are owned by Customer. Items that are contained within the dotted-line (on the right side of the diagram) are the responsibility of Customer. During the event of an Interrupted Service, NAVITAIRE is responsible for errors that occur involving the hardware components, network components, and the software that reside outside of the dotted-line area.



- b) **Planned Downtime.** Planned Downtime will be used to provide hardware and software maintenance services. Planned Downtime is scheduled at a time that is agreeable for NAVITAIRE and Customer, generally between 12:00 AM and 4:00 AM local time for Customer. NAVITAIRE will notify Customer no later than *****prior to the scheduled event if the time is needed for NAVITAIRE for Change Control purposes, with the exception of emergency maintenance, in which case NAVITAIRE will notify Customer as soon as reasonably practicable. Customer may request any Planned Downtime be rescheduled, providing there is reasonable cause for such a delay. This notification must be made to NAVITAIRE at least ***** in advance of the Planned Downtime.

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7.3 Service Levels Reporting

7.3.1 General. Regular, standardized Service Levels reporting provides a common denominator, which measures and evaluates service performance. This provides a basis on which conclusions can more easily be drawn as to the actual Service Levels achieved. NAVITAIRE will monitor and measure performance of specified Service Levels items and send a Monthly Performance Report to Customer for review and approval. The report will be structured for Customer's internal use and metrics will be generated and distributed on a monthly basis.

7.3.2 Report Information

- **Monthly Performance Report.** NAVITAIRE will submit a Monthly Performance Report by the tenth business day of the subsequent month following the Reporting Period to the Customer Account Liaison. The report will contain the monthly indicator of Service Levels statistics and will be transmitted via email unless otherwise requested by Customer. The report will also summarize all Interrupted Service Reports for the Reporting Period.
- **Interrupted Service Report.** NAVITAIRE will provide an Interrupted Service Report, created by the NAVITAIRE Support Center, following an Interrupted Service event. This report will summarize circumstances, identified cause (if known) and will outline any identified corrective action. Interrupted Service Reports can be tracked by the associated INC number for reference on the Monthly Performance Report.

7.3.3 Report Follow Up. If Customer has any questions or objections to the Interrupted Service Report, they will notify their NAVITAIRE Account Manager within ***** of receiving the report and NAVITAIRE shall respond within ***** of notification. If the parties cannot agree on the measurements reported, the matter will be escalated to the respective Executive Sponsors, and, if still unresolved, will be escalated as outlined in Section 17.5 of the Agreement (Dispute Resolution).

7.4 Review and Correction

7.4.1 NAVITAIRE Account Manager Review. In addition to Support Center Support and Emergency services, the NAVITAIRE Account Manager will coordinate a teleconference with the Customer Account Liaison within ***** of the Interrupted Service to discuss the details of the Interrupted Service and to update Customer on any identified cause or status. The NAVITAIRE Account Manager will close the Interrupted Service Report with the Customer Account Liaison upon final report of identified cause and any outline of corrective action.

7.4.2 Executive Review. Upon the request of the NAVITAIRE or Customer Account Liaison, an Executive Sponsor teleconference and a further escalation to the CEO, President, or Managing Director level of each company may be made depending on the severity of the Interrupted Service.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

7.5 **Remedies and Corrective Action.** The remedies and corrective action described below will be applied with respect to each Reporting Period, which commences ***** following completion of Implementation Services.

7.5.1 **Corrective Action.** The NAVITAIRE Account Manager shall monitor corrective action and report to the Executive Sponsors. In the event that the Minimum System Availability Target is not met during the Reporting Period, the NAVITAIRE Account Manager shall initiate corrective action during the subsequent Reporting Period, Subject to Section 7.5.2, NAVITAIRE shall, at its own expense, use commercially reasonable efforts to correct the deficiency in order to meet future Minimum System Availability.

7.5.2 **Failure Notification.** Upon a second failure of NAVITAIRE to meet the Minimum System Availability Target during successive Reporting Periods, the issue shall be escalated to the CEO, President, or Managing Director level of each company. Customer may notify NAVITAIRE, in writing, of the failure to meet the Minimum System Availability Target. Upon receipt of such notice, NAVITAIRE will begin reporting System Availability in weekly Reporting Periods and will communicate to Customer within ***** and in writing the status of improvement in performance.

7.5.3 *****

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7.6 Notification of Increased Usage and Stabilization Period. As previously stated in Section 4.3 of the Agreement, Customer agrees to use commercially reasonable efforts to provide NAVITAIRE with the designated advance notice of significant events that may result in Customer’s usage of the Hosted Reservation Services to exceed Peak Usage.

Due to the anticipated impact on performance of the Hosted Reservation Services caused by the implementation of the infrastructure to support an increase in Peak Usage (as documented in an amendment as described in Section 4.3 of the Agreement), the first ***** following such implementation will be a stabilization period to allow the Hosted Reservation Services to stabilize from the influence of the increase in infrastructure. During such stabilization period, NAVITAIRE shall be exempted from its obligations with respect to the Service Levels set forth in this Exhibit A, Section 7, and during such time NAVITAIRE will work with Customer to evaluate the Service Levels. At the conclusion of the Stabilization Period, the Service Levels set forth in this Exhibit A, Section 7, shall remain in effect unless the parties mutually agree on revised Service Levels, via an amendment to the Agreement.

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EXHIBIT B

(INTENTIONALLY OMITTED)

Exhibit B - 88

EXHIBIT C**NAVITAIRE CONTACTS**

NAVITAIRE agrees to provide contacts for the following areas. Customer should use these contacts as necessary.

1 NAVITAIRE Support Center

The following number is to be utilized as described in Exhibits A, B, F, and G:

Telephone: (800) 772-3355 toll-free United States

2 NAVITAIRE Commercial Account Manager

NAVITAIRE agrees that the following individual is authorized to communicate with Customer on behalf of NAVITAIRE with respect to account management, project funding, contractual performance, and other commercial issues with respect to the Hosted Services:

Name: *****
Title: *****
Telephone: *****
Email: *****

3 NAVITAIRE Account Executive Sponsor

NAVITAIRE agrees that the following Individual is responsible for Executive Sponsorship and for business issue escalation:

Name: *****
Title: *****
Telephone: *****
Email: *****

4 NAVITAIRE Financial Contacts

Customer may contact the NAVITAIRE Finance Department at the following regarding payments, invoices or other financial issues:

Name: *****
Title: *****
Telephone: *****
Email: *****

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EXHIBIT D

CUSTOMER CONTACTS

NAVITAIRE agrees to use the following for its initial and primary contacts with Customer:

1 Customer Emergency Contact

Customer agrees that the following number is available and will be answered after-hours for NAVITAIRE’s use in case of an emergency related to the Hosted Services. Failure for NAVITAIRE to obtain an answer from this Emergency Contact will prevent NAVITAIRE from providing support during an emergency. This may cause the system to be unavailable until such time that a Customer Emergency Contact may be reached.

Name: Chief Information Officer, or if not available then contact, Chief Accounting Officer
Telephone: *****

2 Customer Account Liaison

Customer agrees that the following individual is authorized to communicate with NAVITAIRE and make decisions on behalf of Customer with respect to account management, project funding, performance, payment, and other commercial issues with respect to the Hosted Services:

Name: *****
Title: *****
Telephone: *****
Email: *****

3 Customer Executive Sponsor

Customer agrees that the following individual is responsible for Executive Sponsorship and for Emergency escalation:

Name: *****
Title: *****
Telephone: *****
Email: *****

4 Customer Authorized Support Contact

Customer may designate up to two (2) primary Customer Authorized Support Contacts. The Customer Authorized Support Contact shall be the only person authorized to access the NAVITAIRE telephone and Internet technical support systems, as described in Exhibits A, B, F, and G, on behalf of Customer:

Name: *****
Title: *****
Telephone: *****
Email: *****
Name: *****
Title: *****
Telephone: *****
Email: *****

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In addition, Customer may designate up to two (2) individuals that will act as alternates for the Customer Authorized Support Contacts. The designated alternate(s) for the Customer Authorized Support Contact(s) are:

Name: *****
Title: *****
Telephone: *****
Email: *****
Name: *****
Title: *****
Telephone: *****
Email: *****

5 **Customer Financial/Accounts Payable Contact**

Customer agrees that the following individual(s) is (are) the proper accounting contacts to whom all invoices and accounting documents will be delivered. These contacts will see to the timely payment of all invoices for services rendered under this Agreement.

Name: *****
Title: *****
Telephone: *****
Email: *****
Address: *****

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

EXHIBIT E**POWERED BY NAVITAIRE® MARK**

The following terms and conditions shall apply to Customer's use of the Powered by NAVITAIRE Mark (the "Mark"), as described in Section 4.11 of the Agreement.

1 Mandatory Use of the Mark

In consideration for NAVITAIRE allowing Customer and/or its users to access the Hosted Services System, Customer agrees to and shall acknowledge and credit NAVITAIRE by using the Mark. Such requirements are more specifically outlined in Section 2 herein.

2 Guidelines for Using the NAVITAIRE Wired Mark

2.1 Sizing and Placement Requirements. Customer is required to use the Mark to credit NAVITAIRE as follows:

- 2.1.1** NAVITAIRE will provide Customer with digital reproductions of the Mark in approved colors (including black and white) and sizing for use by Customer. The Mark may not be redrawn, typeset, altered or visually modified or distorted in any manner unless approved by NAVITAIRE in writing.
- 2.1.2** The Mark may only be used to indicate access to the Hosted Services System, or any publicly available application (*e.g.* web page, kiosk, etc.) which uses the NAVITAIRE Application Program Interfaces (APIs) for booking, Check-in or flight information purposes. Customer may not: (a) display the Mark on packaging, documentation, collateral, or advertising in a manner which suggests that any travel product is a NAVITAIRE product or in a manner which suggests that NAVITAIRE endorses any travel product; or (b) use the Mark as a part of any travel product name.
- 2.1.3** Sizing of the Mark may be no smaller than 115 pixels in width, and the proportions of the Mark may not be altered in any way. NAVITAIRE will provide modified digital marks for applications larger than 115 pixels in width.
- 2.1.4** The Mark must be placed on a contrasting background so that the Mark is clearly visible against its background.
- 2.1.5** The Mark must stand alone. A minimum amount of empty space must be left between the Mark and other objects on the screen. The Mark must appear by itself, with a minimum spacing of 20 pixels between each side of the Mark and other graphics imagery (typography, photography, illustrations, etc.) on the page.

- 2.1.6** Customer shall not combine the Mark with any other feature including, but not limited to, other marks or logos, words, graphics, photos, slogans, numbers, design features, or symbols, such that it creates or gives the impression of a unified, composite mark.
- 2.1.7** Individual graphic elements of the Mark may not be used as design features on the travel product, travel product packaging, documentation, collateral materials, advertising, or for any purpose other than as permitted herein.
- 2.1.8** The Mark is an official mark and shall at all times remain the property of NAVITAIRE. The Mark includes graphic elements and accompanying words. The Mark shall always be expressed as an integrated whole.
- 2.1.9** NAVITAIRE may change the Mark or substitute a different mark at any time; provided, however, that NAVITAIRE provides ninety (90) days prior written notice and, further provided, that such change or substitute Mark do not have substantially different sizing and placement requirements.
- 2.2** **Color Treatment.** Approved Mark colors (Included in the Mark as supplied by NAVITAIRE) are:
- 2.2.1** **Two Color Applications.** The Mark must be used in the colors supplied by NAVITAIRE, which are medium blue for “Powered by NAVITAIRE” and light blue for the ‘swoosh’ below the NAVITAIRE portion of the graphic.
- 2.2.2** **Black and White Applications.** An all black Mark or an all white Mark may be used if this color scheme is more compatible with Customer’s website branding.
- 2.3** **Location.** The Mark shall appear on all booking and information pages on any publicly available application (e.g. web page, kiosk, etc.) which uses the NAVITAIRE Application Program Interfaces (API(s)) for booking, Check-in, or flight information purposes.
- 2.4** **Quality Control**
- 2.4.1** NAVITAIRE shall be entitled to approve all uses of the Mark prior to the travel product being functionally capable of accessing the Hosted Services System or advertising it as such to ensure compliance with this policy.
- 2.4.2** Customer shall supply NAVITAIRE with suitable specimens of Customer’s use of the Mark in connection with travel product at the times and in the manner described in this Exhibit E, Section 2, or at any time upon reasonable notice from NAVITAIRE. Customer shall cooperate fully with NAVITAIRE to facilitate periodic review of Customer’s use of the Mark and of Customer’s compliance with the quality standards described in this Exhibit.

- 2.4.3 Customer must correct any deficiencies in the use of the Mark within ten (10) business days after receiving notice from NAVITAIRE.
- 2.4.4 NAVITAIRE reserves the right to terminate Customer's license to use the Mark and, if necessary, take action against any use of the Mark that does not conform to these policies, infringes any NAVITAIRE intellectual property or other right, or violates other applicable law; provided that if NAVITAIRE exercises any such rights, Customer shall thereafter not be under any obligation to use the Mark, whether pursuant to Section 4.11 or otherwise.
- 2.4.5 NAVITAIRE reserves the right to conduct spot checks on the Customer Website to ensure compliance with this policy.

3 License Grants and Restrictions

- 3.1 NAVITAIRE thereby grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free, revocable, personal right to use the Mark solely in conjunction with the travel product in the manner described in the guidelines set forth in this Exhibit E, Section 2, and as may otherwise be approved by NAVITAIRE from time to time, subject to the terms and conditions of this Agreement and this Exhibit E.
- 3.2 All rights not expressly granted are reserved by NAVITAIRE. Customer acknowledges that nothing in this Exhibit shall give it any right, title or interest in the Mark or any part thereof, other than the license rights granted herein. Customer may not use or reproduce the Mark in any manner whatsoever other than as described in this Exhibit E, Section 3.
- 3.3 Customer agrees that it will not at any time dispute or contest: (a) the validity of the Mark or any registrations of the Mark, whether now existing or hereafter obtained; (b) the exclusive ownership by NAVITAIRE, its successors or assigns, of the Mark or of any registrations of the Mark, whether now existing or hereafter obtained; or (c) the exclusive ownership by NAVITAIRE of the present and future goodwill of the business pertaining to the Mark.

4 No Further Conveyances

Except as permitted in accordance with an assignment of this Agreement pursuant to Section 13 of the Agreement, Customer shall not assign, transfer or sublicense any right granted in this Exhibit E in any manner without the prior written consent of NAVITAIRE.

5 No Endorsement

- 5.1 Customer may not use the Mark in any way as an endorsement or sponsorship of the travel product by NAVITAIRE; provided that any use as required pursuant to Section 4.11 shall not be deemed a breach of the foregoing covenant.
- 5.2 Customer shall not use the Mark in any manner that disparages NAVITAIRE or its products or services, or infringes any NAVITAIRE intellectual property or other rights.

6 Termination

- 6.1 NAVITAIRE reserves the right, at its sole discretion, to terminate Customer's license to use the Mark at any time; provided that if NAVITAIRE exercises such right, Customer shall thereafter not be under any obligation to use the Mark, whether pursuant to Section 4.11 or otherwise.
- 6.2 Customer may terminate its use of the Mark by: (a) terminating the Agreement as permitted therein; and (b) terminating Customer and/or Users access to the Hosted Services System.
- 6.3 Upon termination of the Agreement, any and all rights and or privileges to use the Mark shall expire and use of the Mark shall be discontinued.

7 The Mark

[LOGO]

Note: The Mark above is depicted for print clarity. The required minimum size of 115 pixels in width is smaller than the above depiction.

EXHIBIT F**HOSTED WEB SERVICES – dotREZ – INTERNET RESERVATION FRAMEWORK****1 Definitions**

As used in and for purposes of this Exhibit, the following terms shall be defined as set forth in this Exhibit. In the event that there exists any conflict between a definition set forth in this Exhibit and in any definition contained within Section 1 of the Hosted Services Agreement (the “Agreement”), the definition set forth in this Exhibit shall control.

- 1.1 Corporate Website Content** means the web pages and content created by Customer to promote their corporate site, along with all other pages and processes that are independent of the dotREZ booking processes.
- 1.2 Server** means the physical web server.

2 Scope of Services

NAVITAIRE will provide certain services and support functions during the Term of the Agreement to support the dotREZ – Internet Reservation Framework included in the Hosted Web Services and related applicable products. Of the available Hosted Web Services, Customer has selected the products and/or services outlined in Exhibit K.

3 Implementation Services

- 3.1 Data Center Implementation Services.** NAVITAIRE will configure, install, activate, and test the necessary data center hardware and software for providing the Hosted Web Services to Customer. Unless otherwise specified, these services do not include communication circuits, wireless data services, or any remote communication devices, including routers or network hardware. Client personal computers, workstations, or other Customer devices connected to the Hosted Services System are the responsibility of Customer and must meet the minimum specifications as required by NAVITAIRE. NAVITAIRE shall notify Customer of such minimum specifications in order for Customer to procure and implement the same in a timely fashion consistent with any planned implementation changes or cutover to the Hosted Services System.
- 3.2 Network Configuration and Design Services.** NAVITAIRE will supply recommended technical diagrams and will advise Customer on required network hardware requirements for client portion of application, as necessary. Customer shall have internal or third party network expertise available for the installation and configuration of their required network.

- 3.3 System Integration Services.** During the implementation of Hosted Web Services and before production use of such services, NAVITAIRE will assist in the assessment of the compatibility of third party hardware and software with the Hosted Services System. Customer shall be responsible for the cost of modifying or replacing any third party systems including hardware and software that are not part of the Services. Future integration services may be included pursuant to a Work Order using the rates outlined in Exhibit K (as modified by Section 6.4 of the Agreement).
- 3.4 Strategic Business Review.** NAVITAIRE will conduct a Strategic Business Review to gather information on Customer's desired use of the Hosted Web Services and outline capabilities of the Hosted Services System. During the Strategic Business Review, NAVITAIRE will work with Customer to conduct an onsite business process review that will create a project plan and project schedule, including NAVITAIRE and Customer responsibilities, in order to achieve successful completion of the Implementation Services on or before the Target Date.
- 3.5 Hosted Web Services Installation.** The Hosted Web Services installation process will include:
- Set up of physical environments
 - Import/load of Customer provided web content
 - Technical and functional testing
 - Customer Website efficiency review
 - Conversion plan
- These elements will be incorporated into the project plan with input from Customer.
- 3.6 Project Reporting.** During the course of Implementation Services, the NAVITAIRE Hosted Web Services Project Manager will coordinate status reporting with the NAVITAIRE Reservation Services Project Manager. Following completion of installation of the Hosted Web Services, the NAVITAIRE Hosted Web Services Project Manager will provide Customer with status on the remaining Implementation Services for Hosted Web Services as follows: (a) Weekly Project Plan Update and Status Report; (b) Weekly Updated Issues/Resolution List; and (c) Executive Summary.
- a) Weekly Reports.** Weekly status reports will be transmitted to Customer on a weekly basis during the provision of Implementation Services. Each report will include an updated status on the implementation process and an updated project plan. A list of the following week's tasks and goals will be included in each report.

- b) **Weekly Updated Issues/Resolution List.** Weekly updated issues/resolution lists will be forwarded to Customer on the same schedule as the Weekly Project Plan Update and Status Report. The Issues/Resolution List will include specific additional items discovered in the project analysis, or critical issues that deserve heightened priority apart from the project plan. The Issues/Resolution List will include the task, the responsible party, date, open/close status, priority, and date of closed task. Every issue will be given a priority relative to a mutually agreed priority with Customer. Priorities will be ranked 1-5, 1 being most critical. Below is a description of each priority:
- **Priority 1 – Urgent.** All issues included in this priority are deemed critical and will be given priority attention. These issues may affect a milestone or dependency related to the completion of conversion services. Issues in this category are critical to resolve prior to other project dependencies and milestones being completed.
 - **Priority 2 – High.** Issues included in this priority may affect the Target Date and require resolution prior to the completion of conversion services.
 - **Priority 3 – Medium.** Issues included in this priority are not required prior to completion of conversion services, but must be finished prior to the end of Implementation Services.
 - **Priority 4 – Low.** These items are not critical to either the completion of conversion services or Implementation Services but require monitoring for subsequent follow up or entry into NAVITAIRE's Internet based customer support tool.
 - **Priority 5 – Excluded.** These items are deemed excluded and are either unnecessary or may be addressed in a business process change or work-around.
- c) **Executive Summary.** An Executive Summary will be provided to both the NAVITAIRE and Customer Executive Sponsors upon reaching critical milestones. These milestones will be established mutually with Customer as the final project plan has been established.

3.7 Implementation Services Time Frame

- 3.7.1 During the course of planning discussions related to this Agreement, NAVITAIRE acknowledges the Target Date for completion of the Implementation Services is *****. NAVITAIRE and Customer will detail dates and dependencies of the project plan, as summarized in the table in Exhibit A, Section 3.9.2, in order to confirm the Target Date achievability.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

3.7.2 Upon receipt of the Implementation Fees due at signing and subject to Section 4.1 of the Agreement, NAVITAIRE agrees to perform the required Implementation Services within the time frame preceding the Target Date. NAVITAIRE further agrees to initiate, mutually with Customer, project-scope-analysis and project-planning communication to establish the final schedule for Implementation Services.

3.7.3 Customer understands that the Target Date may be subject to change upon mutual agreement of the parties; as such date is dependent on, among other matters, certain third party agreements/activities on behalf of both Customer and NAVITAIRE. These third party agreements/activities may include, but are not limited to, the following:

- All telecommunications and data circuits.
- Web domains and certificates.
- Web content creation and maintenance.

Customer shall immediately establish a primary technical Project Manager contact that will be assigned to interact with the Project Manager appointed by NAVITAIRE. Failure to appoint this individual will jeopardize the delivery of Implementation Services by NAVITAIRE.

3.7.4 Upon completion of the Implementation Services as described in this Exhibit, NAVITAIRE will provide written notification to the Customer Account Liaison named in Exhibit D, Section 2.

3.8 Data Import and Content Services

3.8.1 **Data Import Services.** NAVITAIRE will provide tools to Customer for web content download processing. NAVITAIRE will work with Customer to define the appropriate security access to such tools and notification procedures for changes requiring a web server restart.

3.8.2 **Data Content Services.** Customer is responsible for all web page content and navigation configuration. Customer is responsible for all web page enhancements required for the hosted web server application provider and version.

4 Operations Environment Services

4.1 **Primary and Backup Data Circuits.** Customer shall be responsible for all telecommunication used by Customer in connection with the transmission of data between the Hosted Services System and Customer's site(s), as stated in Section 4.14 of this Agreement. It is anticipated that Customer will use the same primary and back-up data circuits to transmit data for the Hosted Web Services as those used to support the delivery of the Hosted Reservation Services. Customer shall be responsible to ensure that the data circuits are capable of handling the

additional data volume required for the Hosted Web Services. If Customer wishes to use any alternative arrangement to the Hosted Reservation Services data circuits, Customer must submit this request to NAVITAIRE for approval.

4.2 Security. NAVITAIRE will provide Customer with specific user accounts and passwords for access to web content files. Customer is responsible for distribution of these accounts/passwords for the use of data content downloads and migrations.

4.3 Facility Locations. The facility locations provided for in this Agreement are as follows:

- NAVITAIRE's Hosted Web Services data center will be located in Minneapolis, Minnesota.
- Customer's primary facility will be located in Denver.

5 Hosted Web Services Features

The table below itemizes the base functionality and features of the Hosted Web Services available as of the Effective Date of the Agreement.

Hosted Web Services – dotREZ – Internet Reservation Framework

Base Functionality

Hosted Web Services – dotREZ – Internet Reservation Framework

General Features – Hosted Web Services

Redundant web environment

- Redundant communication lines between web hosting environment and the Hosted Reservation Services. (This specifically excludes Customer's Internet circuits.)
- Redundant web servers.
- Redundant firewalls
- Redundant routers
- Redundant load balancers
- Mirrored hard drives
- Dual NICs
- Redundant power supplies
- Redundant fans
- Scalable hardware for the support of incremental capacity gains
- Data migration support tools for delivery of web content changes
- Test server for the support of web page testing and deployment

For purposes of clarity, Hosted Web Services include performing email relay to a Customer exchange server only

Security Features

- Real time system log monitoring
- Patch tool management
- Vulnerability remediation
- Data Integrity checks
- Intrusion detection and prevention
- Virus protection

System Monitoring Features**Network monitoring**

- Device uptime, availability, load
- LAN/WAN latency, utilization, availability

Server monitoring

- Uptime, Availability, Load
- Disk space and memory utilization
- Processes and services running on machines

Monthly reporting

- Server device statistics
- Network device statistics
- LAN/WAN line statistics

For purposes of clarity, if Customer would like to gather web statistics (number of visitors, visitors by country, etc.), Customer will need to purchase a tool that is compatible with the Hosted Web Services web server platform to gain access to such reporting information.

Hosted Web Services – dotREZ – Internet Reservation Framework**Add-On Functionality****Hosted Web Services – Disaster Recovery Services****General Features – Hosted Web Services – Disaster Recovery Services**

In the event of a Disaster, at reasonable request from Customer and at Customer's expense, NAVITAIRE shall seek to provide the core functionality of Hosted Web Services as soon as possible following Customer's request. Customer acknowledges that the Disaster Recovery Services described in Exhibit A do not apply to the Hosted Web Services for dotREZ under this Exhibit F.

Hosted Web Services – Corporate Website Hosting**General Features – Hosted Web Services – Corporate Website Hosting**

- Corporate Website Hosting includes all General Features, Security Features, and System Monitoring Features listed under the Hosted Web Services – dotREZ Internet Reservation Framework section above. In addition, the Corporate Website Hosting environment includes a back end SQL server database.
- Customer's Corporate Website Content utilizes dynamically generated HTML and is not limited to static HTML.

The scope of Corporate Website Hosting is limited to uptime and availability of the ASP.Net web servers supporting the Corporate Website Content, and the SQL Server database; scope does not include support for any of the functionality coded by Customer within the Corporate Website Content.

6 Customer Hardware, Software, Connectivity and Network Requirements

- 6.1 Circuits.** Customer is responsible for all data circuits and Internet connectivity not housed within the NAVITAIRE data center.

- 6.2 Third Party Software and Services.** Customer is required to purchase directly from third party providers other related third party software licenses and services necessary to support the Hosted Web Services environment, including, but not limited to, secure certificates.
- 6.3 Web Domain(s).** Customer is required to register or have the right to use the Customer's designated web domain names for web content access and delivery.

EXHIBIT G**HOSTED REVENUE ACCOUNTING SERVICES – SKYLEDGER®****1 Definitions**

In the event that there exists any conflict between a definition set forth in this Exhibit and in any definition contained within Section 1 of the Agreement, the definition set forth in this Exhibit shall control.

- 1.1 Customer Revenue Accounting Contact** means either the Customer Account Liaison or Customer Authorized Support Contact set forth in Exhibit D, Sections 2 and 4.
- 1.2 Executive Sponsors** has the meanings set forth in Exhibits C and D.

2 Scope of Services

NAVITAIRE will provide certain services and support functions during the Term of this Agreement related to the Hosted Revenue Accounting Services and related applicable products. Of the available Hosted Revenue Accounting Services, Customer has selected the products and/or services outlined in Exhibit K. The Hosted Services System infrastructure capacity will be established and configured for Customer's operations based on flight Segment volume estimates provided by Customer.

Customer will be responsible for transferring data from the Hosted Revenue Accounting Services to Customer's general ledger. Such functionality is specifically excluded from NAVITAIRE's Hosted Revenue Accounting Services.

3 Implementation Services

- 3.1 Data Center Implementation Services.** NAVITAIRE will configure, install, activate, and test the necessary data center hardware and software for providing the Hosted Revenue Accounting Services to Customer. Unless otherwise specified, these services do not include communication circuits, wireless data services, or any remote communication devices, including routers or network hardware. Client personal computers, workstations, or other Customer devices connected to the Hosted Services System are the responsibility of Customer and must meet the minimum specifications as required by NAVITAIRE. NAVITAIRE shall notify Customer of such minimum specifications in a timely manner in order for Customer to procure and implement the same prior to the Target Date.
- 3.2 Virtual Private Network (VPN) Connectivity.** If Customer desires to use a virtual Private network (VPN) for connectivity to Hosted Revenue Accounting Services, NAVITAIRE will evaluate such a request to determine the viability of the use of a VPN connection for either a primary or back-up data circuit. After review, NAVITAIRE will advise Customer if the request is approved and the additional costs that will apply.

3.3 Network Configuration and Design Services. NAVITAIRE will supply recommended technical diagrams and will advise Customer on required network hardware requirements for client portion of application, as necessary. Customer shall have internal or third party network expertise available for the installation and configuration of their required network.

3.4 System Integration Services. As Customer uses the NAVITAIRE Hosted Reservation Services, NAVITAIRE will integrate daily reservations activity XML extract files from NAVITAIRE Hosted Reservation Services into the Hosted Revenue Accounting Services.

During the implementation of the Hosted Revenue Accounting Services and before production use of such services, NAVITAIRE will assist in the assessment of the transfer of the general ledger output file from the Hosted Revenue Accounting Services application. Customer shall be responsible for the cost of modifying or replacing any third party systems including hardware and software that are not part of the Services. For future integration services, NAVITAIRE will, upon request, provide an estimate using the rates outlined in Exhibit K (as modified by Section 6.4 of the Agreement); however, any services will be provided pursuant to a Work Order.

3.5 Strategic Business Review

3.5.1 NAVITAIRE will conduct a Strategic Business Review to gather information on Customer's desired use of the Hosted Revenue Accounting Services and outline functional capabilities of the Hosted Services System. During the Strategic Business Review, NAVITAIRE will work with Customer to create a project plan and project schedule, including NAVITAIRE and Customer responsibilities, in order to achieve successful completion of the Implementation Services on or before the Target Date.

3.5.2 The Hosted Revenue Accounting Services installation process will include:

- Set up of physical and database environments
- Data import services
- Initialization of the Hosted Revenue Accounting Services software
- Import/load of reference data
- Technical and functional testing

- User Training with New Skies test data
- Conversion plan for open PNR liability data
- Load all open liability reservation data for Hosted Revenue Accounting Services
- Complete ***** accounting close

These elements will be incorporated into the project plan with input from Customer.

3.6 Customer Site Services. NAVITAIRE will assist Customer with the testing of the required telecommunications connection between the NAVITAIRE data center and the designated Customer facility. ***** Additional technical support for on-site assistance after the initial conversion for production use of the Hosted Revenue Accounting Services shall be quoted on a project basis at the request of Customer using the rates as outlined in Exhibit K, Section 1.3.

3.7 Initial Training Services. NAVITAIRE will supply the following training and Customer agrees to participate in such training for the Hosted Revenue Accounting Services:

3.7.1 System Training: Up to a maximum of ***** which may be attended by up to a maximum of ***** Customer employees at the NAVITAIRE corporate offices located in Minneapolis, Minnesota. ***** All training will be conducted in English.

Topics will include the definition of the expected daily and month-end activities required to support the Hosted Revenue Accounting Services and user and administrative features and functions. Customer must complete basic computer familiarization and Windows training for all trainees prior to the initial training. As Customer is contracting to use the NAVITAIRE Hosted Reservation Services, and the Hosted Revenue Accounting Services uses the data extracts from this system, trainees must also have completed a basic course on the features and functions of the Hosted Reservation Services.

Customer will be provided an electronic copy of the manual in Adobe Acrobat (PDF) format for download via the NAVITAIRE web site. Technical specification and technical reference manuals are for internal NAVITAIRE use only, unless otherwise specified in this Agreement or by other arrangement. All materials provided by NAVITAIRE are in the English language unless otherwise specified within this Agreement.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

3.8 *****

3.8.1 Project Reporting. During the course of Implementation Services, the NAVITAIRE Hosted Revenue Accounting Services Project Manager will coordinate status reporting with the NAVITAIRE Hosted Reservation Services Project Manager. Following completion of installation of the Hosted Reservation Services, the NAVITAIRE Hosted Revenue Accounting Services Project Manager will provide Customer with status on the remaining Implementation Services for Hosted Revenue Accounting Services as follows; (a) Weekly Project Plan Update and Status Report; (b) Weekly Updated Issues/Resolution List; and (c) Executive Summary.

- a) **Weekly Project Plan Update and Status Report.** Weekly status reports will be transmitted to Customer on a weekly basis during the provision of Implementation Services. This report will include updated status on the process and an updated project plan. A list of the following week's tasks and goals will be included in the report.
- b) **Weekly Updated Issues/Resolution List.** Weekly updated issues/resolution lists will be forwarded to Customer on the same schedule as the Weekly Project Plan Update and Status Report. The Issues/Resolution List will include specific additional items discovered in the project analysis, or critical issues that deserve heightened priority apart from the project plan. The Issues/ Resolution List will include the task, the responsible party, date, open/close status, priority, and date of closed task. Every issue will be given a priority relative to a mutually agreed priority with Customer. Priorities will be ranked 1-5, 1 being most critical. Below is a description of each priority;
- **Priority 1 – Urgent.** All issues included in this priority are deemed critical and will be given priority attention. These issues may affect a milestone or dependency related to the completion of conversion services. Issues in this category are critical to resolve prior to other project dependencies and milestones being completed.
 - **Priority 2 – High.** Issues included in this priority may affect the Target Date and require resolution prior to the completion of conversion services.
 - **Priority 3 – Medium.** Issues included in this priority are not required prior to completion of conversion services, but must be finished prior to the end of Implementation Services.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

- **Priority 4 – Low.** These items are not critical to either the completion of conversion services or Implementation Services but require monitoring for subsequent follow up or entry into NAVITAIRE’s Internet based customer support tool.
 - **Priority 5 – Excluded.** These items are deemed excluded and are either unnecessary or may be addressed in a business process change or work-around.
- c) **Executive Summary.** An Executive Summary will be provided to both the NAVITAIRE and Customer Executive Sponsors upon reaching critical milestones. These milestones will be established mutually with Customer as the final project plan has been established.

3.9 Implementation Services Time Frame

3.9.1 Upon receipt of the Implementation Fees due at signing and subject to Section 4.1 of the Agreement, NAVITAIRE agrees to perform the required Implementation Services within the time frame preceding the Target Date. NAVITAIRE further agrees to initiate, mutually with Customer, project-scope-analysis and project-planning communication to establish the final schedule for Implementation Services consistent with the Target Date. The project timeline and Target Date for Implementation Services of Hosted Revenue Accounting Services is *****, provided first monthly close shall follow the first month’s processing of Hosted Reservation Services.

<u>Key Milestones & Supporting Tasks</u>	<u>Primary Responsibility</u>		<u>Duration to Complete</u>	<u>Milestone Dependency</u>
	<u>Navitaire</u>	<u>Customer</u>		
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- 3.9.2 NAVITAIRE recommends at least ***** of data included in the four XML Input files outlined as Interface Files in Section 5 below, containing Customer’s open PNR data from NAVITAIRE’s Hosted Reservation Services, prior to activation and initialization of the Hosted Revenue Accounting Services. Open PNR data will include unflown future Segments which still have a positive remaining balance.
- 3.9.3 Typical timelines for implementation average ***** for full project implementation. The Hosted Revenue Accounting Services implementation process will be conducted in parallel with the NAVITAIRE Hosted Reservation Services implementation (if applicable); however, the Hosted Reservation Services conversion to production will normally precede the conversion of the Hosted Revenue Accounting Services implementation.
- 3.9.4 The NAVITAIRE Hosted Revenue Accounting Services implementation team will have an assigned project lead and central contact point that will interface with the Customer Revenue Accounting Contact during the Implementation Services period.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

- 3.9.5** If Customer is implementing Hosted Reservation Services concurrently with the Hosted Revenue Accounting Services implementation, the NAVITAIRE Revenue Accounting project lead will communicate and coordinate with the primary Hosted Reservation Services project manager during the Hosted Reservation Services implementation effort. After Hosted Reservation Services conversion, the NAVITAIRE Revenue Accounting project lead will communicate status with the Customer Project Manager.
- 3.9.6** Upon completion of the Implementation Services as described in this Exhibit G, Section 3, NAVITAIRE will provide written notification to the Customer Revenue Accounting Contact or Customer Account Liaison named in Exhibit D of this Agreement.

4 Data Circuits

- 4.1 Primary and Backup Data Circuits.** Customer shall be responsible for all telecommunication circuits used by Customer in connection with the transmission of data between the Hosted Services System and Customer's site(s), as stated in Section 4.14 of this Agreement. It is anticipated that Customer will use the same primary and back-up data circuits to transmit data for the Hosted Revenue Accounting Services as those used to support the delivery of the Hosted Reservation Services. Customer shall be responsible to ensure that the data circuits are capable of handling the additional data volume required for the Hosted Revenue Accounting Services. If Customer wishes to use any alternative arrangement to the Hosted Reservation Services data circuits, Customer must submit this request to NAVITAIRE for approval.
- 4.2 Facility Locations.** The facility locations provided for in this Agreement are as follows:
- The NAVITAIRE Hosted Revenue Accounting Services data center will be located in Minneapolis, Minnesota.
 - Customer's primary facility will be located in Denver.

5 Hosted Revenue Accounting Services Functionality

The table below itemizes the base and optional functionality and features in available as of the Effective Date of the Agreement. The actual optional functionality to be provided under this Agreement is as identified in Exhibit K. This list may be expanded or modified in the future based upon new releases.

Hosted Revenue Accounting Services – SkyLedger

Base Functionality

General Features – SkyLedger

- Captures financial events for NAVITAIRE reservation activity and relates the activity to the relevant financial accounting period,

- Maintains a historical PNR, Voucher, and Credit Shell database with a separate version whenever a financial change occurs.
- Provides periodic financial reporting with accounting period integrity.
- Provides a financial audit trail for financial activity related to the life of each PNR.
- Provides a financial audit trail for each accounting entry down to the specific transaction event detail.
- Provides data retention for PNR(s), Vouchers, Credit Shells, and accounting details,
- Includes a web based report creation tool which enables the user to create and view a set of reports.
- Provides the ability to map accounting events to airline specified general ledger accounts for reporting or electronically interfacing to the airline's general ledger system.
- Provides financial detail in the airline's designated "host" accounting currency without loss of the sales currency in the reporting data.
- Provides the ability to re-map transactions and automatically reprocess those affected by the mapping changes.
- Provides a pre-defined set of reports for critical accounting events with the flexibility of these reports being available in text, PDF, or Excel.
- Provides simple proration of fare over each leg within a given through segment.
- Provides flexibility to map account numbers to specific transactional data elements, e.g. aircraft type, tax code, or country code.

Standard Reports

Accounting Reports

- Account Center Balance Report. Displays account/center balances for each of the carrier's accounts.
- Journal Entry Detail Report. Displays account/center balances grouped by Journal Entry.
- Activity Balance Report. Summarizes daily postings by account event/account type.
- Account Mappings Report. Displays all relevant information related to an account mapping for a user-specified company code, effective period, account event and account type.
- Suspense Report. Displays account items that are currently in suspense.

Revenue Reports

- Revenue by Distance. Displays base and gross revenue by seat mile/kilometer on a specific date or within a specified date range for flights between two cities.
- Revenue by Fare Class. Displays revenue by fare class on a specific date or within a specified date range.
- Revenue by Flight. Displays revenue by average seat mile/kilometer for individual flights.
- City Pair Load Factor. Displays passenger totals, load factor, ASM, Revenue, RPM, yield, RASM, and other data by city pair as well as by individual flights serving each city pair.
- Earned/Unearned Revenue. Displays information on earned and unearned revenue for flights between a designated city pair including analysis by booking date and equipment type.
- Route Profitability Report. Displays a summary of revenue and costs by route. Costs must be entered through the Expenses User Interface before the report can be used.

Business Reports

- Credit Shell/Voucher Expiration. Lists expired credit flies, credit shells and vouchers for a specified time period.
- Fees and Discounts. Displays fees and discounts, by currency and type, entered into the system.
- Tax History. Displays information for selected tax payments.
- Payment Report. Displays information about payments made against a PNR grouped by date, agent or type based on parameters specified.
- Flight Reconciliation Report. Displays Flight Statistics and what has been received and accounted for within SkyLedger.
- Unearned Revenue Liability Report. This report displays unearned revenue, earned revenue, no-show revenue, expired revenue, and unearned revenue liability at an accounting period level. This report will provide the user with exposure to their unearned revenue liability (items sold, but not flown).
- Delta Report. Displays all transactions for which the total debit and credit amount do not balance for the account specified by the user

Operational Reports

- Extract Load Errors Report. Displays all transactions that could not be successfully loaded to the historical database.
- Reconciliation Report. Daily report that is used to ensure all transactions listed on the historical database are also posted to the accounting detail database with the appropriate amounts. Only discrepancies between the historical and accounting database are displayed.

Modules and Interfaces**Modules**

- PNR Load. Accept PNR XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module,
- Voucher Load. Accept Voucher XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module.
- Credit Shell Load. Accept Credit Shell XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module.
- Flight Following Load. Accept Flight Following XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module.
- PNR Version History. Version incoming PNR and insert a control row to trigger action by the accounting generator.
- Voucher Version History. Version incoming Voucher and insert a control row to trigger action by the accounting generator.
- Credit Shell Version History. Version incoming Credit Shell and insert a control row to trigger action by the accounting generator.
- Flight Following Version History. Version incoming Flight and insert a control row to trigger action by the accounting generator.
- Accounting Generator. Generate accounting transactions based on prior versions of PNR, Voucher and Credit Shell comparing differences to determine what financial events have changed.
- Account Mapping. Assign an account period, company code, journal entry, debit/ credit account/ center to a specific accounting transaction.
- Remap Request. Identify and process the transactions that must be reversed and remapped as a result of modifications to the account mapping table.
- Re-conversion Request. Identify and process the transactions that must be reversed and reposted as a result of modifications to the currency conversion rate table.
- Account Reversal. Update the accounting detail table to reverse all accounting related to the transaction key provided.
- Transaction Reconciliation. Ensure the accounting database is in sync with the historical transaction database.
- Monthly Close Processing. Perform a variety of actions related to the close of an accounting period.
- Simple Proration. Retrieve air miles for each leg within a given through segment and divide the fare among the constituent legs. Alternatively the square root of air miles can be used to divide the fare among the constituent legs.
- Expiration. Generate accounting to relieve liability related to unused transactions (PNR(s), Credit Shells, and Vouchers) following a user-specified expiration period.
- Purge. Delete fully-used, closed transactions from the historical and accounting databases following a user-specified retention period.
- General Ledger Creation. Extract all accounting records in local and/or host currency on a daily or monthly basis to be fed via XML interface into Customer's General Ledger system.
- Agency Billing and Commission Load. Accept Agency Billing and Commission file from the NAVITAIRE reservation system, validate file, and load to database (optional).

Interface Files

SkyLedger is populated by the XML extract files provided by the NAVITAIRE Reservation System. The main output of the SkyLedger system will be the general ledger feed, which supplies the data that can be interfaced into Customer's financial system. Please note that each of the interface files listed below has a standard file specification and all files accepted or created by the SkyLedger system must be formatted in accordance with these file specifications.

Inputs

- PNR Booking Data Extract from the NAVITAIRE Reservation System with PNR/Passenger information such as booking, flown, or payments.
- Credit Shell XML. Daily XML Extract from the NAVITAIRE Reservation System with Credit Shell information such as creation of, usage.
- Voucher XML. Daily XML Extract from the NAVITAIRE Reservation System with Voucher information such as creation of, usage.
- Flight Following XML. Daily XML Extract from the NAVITAIRE Reservation System with flight information such as origin, destination, or passenger counts.
- Agency Data XML. XML extract from the NAVITAIRE Reservation System with agent and contact information. This information is used to allow mapping by department and location for certain accounting events.

Outputs

- Standard General Ledger Feed. The NAVITAIRE standard general ledger feed, which provides SkyLedger data to Customer's general ledger system to update the journal entry/account balances, is included at no extra cost to Customer.

User Interfaces

SkyLedger provides a user interface for: a) viewing and managing accounts, b) viewing journals and account mappings to allow customization accounts, and c) viewing journal entries to track how transactions are applied to those specific accounts. The following six user interfaces will be included in SkyLedger:

- Accounts. The accounts user interface will be used to insert, update, and delete entries from the SkyLedger account table, center table, and company account center table. These tables in turn are used to validate entries to the SkyLedger account mapping table.
- Journal Maintenance. The journal maintenance user interface will be used to insert, update, and delete entries on the SkyLedger journal entry table. This table in turn will be used to validate entries to the SkyLedger account mapping table.
- Journal Approval. The journal approval user interface will be used to approve the debit/credit balance for each journal entry. Please note that this interface is intended to be used in conjunction with the SkyLedger journal entry detail report. Quality Assurance and management approval of a journal entry is required before data related to this journal entry may be bridged to the user via the automated monthly G/L feed (where the carrier has requested user-approval of the journal entry balance).
- Mappings. The mappings user interface will be used to insert, update, and delete entries from the SkyLedger account mapping table. This table in turn will be used to assign a debit account/center and credit account/center to accounting transactions based upon the type of accounting event (account event/account code) and the specific characteristics of the transaction (mapping fields). The account mapping table also enables individual accounting transactions to be classified under the proper company code and journal entry.
- Currency Maintenance. This user interface will allow the user to enter the exchange rate from each currency to the host currency at the company level with an effective date for each exchange rate.
- Service Types. This user interface will allow the carrier to identify each service type and specify whether or not the revenue related to that service will be earned at the time of booking or the time of flight.

Revenue Accounting System Data Storage and Access

- Online access for historical revenue accounting system data up to ***** and ***** from current date.
- Access to historical revenue accounting system data more than ***** prior to the current date is the responsibility of Customer.
- Accounting generated for interline activity is retained for up to ***** from the current date.

Note: It is Customer's responsibility to store and provide access to any required detailed revenue accounting system data more than thirteen (13) months old and to aggregated revenue accounting data.

Standard General Ledger Extract

- Provides a daily or monthly extract file containing account postings data.
- Allows Customer to upload the data into their financial system.

Month End Close Process

- User initiated process which is executed by NAVITAIRE operations staff.
- Provides automated closure of each accounting period.

6 Customer Hardware, Software, Connectivity and Network Requirements

6.1 Equipment Specifications. The equipment specifications below outline the required, supported hardware and software necessary for the proper function and efficient operation of the Hosted Revenue Accounting Services and applicable products. Unless otherwise specified in this Section, the equipment and software listed below are the responsibility of Customer.

6.1.1 Data Circuits. ***** NAVITAIRE may act as Customer's agent to order and facilitate installation of these circuits upon written request by Customer.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

EXHIBIT H

(INTENTIONALLY OMITTED)

Exhibit H - 114

EXHIBIT I
DATA PROTECTION PROCEDURES
(PROCEDURES FOR THE PROTECTION
OF
CUSTOMER PERSONAL DATA)

These Data Protection Procedures (“Procedures”) set forth the security protocols that Customer and NAVITAIRE will follow with respect to maintaining the security and privacy of Customer Personal Data in connection with the Agreement.

1 General

In the event of a conflict or inconsistency between the terms of these Procedures with the terms of the Agreement, the terms of the Procedures shall govern. Capitalized terms used herein, but not defined shall have the meanings ascribed to them in the Agreement.

2 Security Policy

NAVITAIRE will maintain globally applicable policies, standards, and procedures intended to protect NAVITAIRE and Customer Data. Such policies include, but are not limited to:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

NAVITAIRE will provide summaries of these policies upon Customer’s request.

3 Global Access

NAVITAIRE may access the Customer Personal Data from anywhere within NAVITAIRE/Accenture’s Global Delivery Network, unless otherwise mutually agreed by the Parties.

4 Organizing Information Security

4.1 Accountability

The following executives from Customer and NAVITAIRE shall be responsible for confirming the implementation of and ongoing compliance with these Procedures. Any notices under these Procedures or the Agreement regarding the

Customer Personal Data obligations of each party should be as follows: communications regarding the day-to-day obligations should be communicated in writing via E-mail or other written notice to each of the Data Protection Executives and communications regarding any changes to the terms of these Procedures (including any Attachments) or the terms of each party’s Customer Personal Data obligations under the Agreement should be directed as required under the notice provisions of the Agreement with copies provided to the Data Protection Executives.

- Customer Data Protection Executive: *****
- NAVITAIRE Data Protection Executive: *****

The Data Protection Executives intend to jointly review these Procedures at a minimum on an annual basis to identify if any changes are necessary. Each party will promptly notify the other party of any suggested changes to the application of agreed upon Procedures or other general concerns about potential gaps in the information security environment.

Any material changes to these Procedures must go through the amendment process as set forth in the Agreement.

4.2 Controls

		<u>Control</u>	<u>Responsible Parties</u>	
			<u>NAVITAIRE</u>	<u>Customer</u>
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****
*****	*****		*****	*****

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EXHIBIT J**NAVITAIRE Support Center****1 Definitions**

As used in and for purposes of this Exhibit, the following terms shall be defined as set forth in this Exhibit. In the event that there exists any conflict between a definition set forth in this Exhibit and in any definition contained within Section 1 of the Hosted Services Agreement, the definition set forth in this Exhibit shall control.

1.1 Custom Enhancement Request means a request by Customer to modify the Hosted Services System used by NAVITAIRE to provide the Hosted Services but shall not include any reporting of a System Error.

1.2 Emergency means:

- **With respect to Hosted Reservation Services**, an aircraft incident experienced by Customer, an Interrupted Service, a systemic problem or error causing a material loss or corruption of production PNR data, or as otherwise described in the table in Section 2.1 of this exhibit;
- **With respect to Hosted Web Services**, an Interrupted Service event which prevents the delivery of Customer web pages due to NAVITAIRE controlled infrastructure being inaccessible; or
- **With respect to Hosted Revenue Accounting Services**, an event which prevents the delivery of the daily Postings Report or the general ledger output file on the last day of the accounting period.

1.3 System Error means when functionality identified in this Agreement or described in the NAVITAIRE product user documentation is currently not working in Customer's account in all material respects consistent with the manner that it is described in such documentation pertaining to the release Customer is reporting the error against. No failure of any reconfiguration by Customer of a Configurable Template shall be deemed to be or can create a System Error.

2 Scope of Services

NAVITAIRE will provide Customer with (a) English-speaking assistance from the NAVITAIRE Support Center via telephone or an Internet based customer support tool (English version only), and (b) the ability to report Incidents (INC). A customized version of the NAVITAIRE Support Center Procedures Manual will be provided to Customer.

The NAVITAIRE Support Center may be contacted for assistance in the following areas:

2.1 System Errors

Customer may report a System Error by calling the NAVITAIRE Support Center at the number provided in Section 1 of Exhibit C of the Agreement ***** or by logging it via the Internet based customer support tool (English version only). Time spent by the NAVITAIRE Support Center during the reporting of the System Error is not billable to Customer. Time spent by NAVITAIRE personnel in the resolution of such System Error (including any development efforts to modify software for such resolution into the Production Version) will not be billable to Customer except in the event that the final determination of root cause of a System Error is identified as being due to events caused by third parties or Customer misuse of the Hosted Services System, in which case all time spent by NAVITAIRE personnel in the resolution of such System Error will incur Support Fees at the rate specified in Exhibit K, Section 1.3.

When Customer reports a System Error, it will be assigned an urgency by the NAVITAIRE Support Center based on: (i) whether it constitutes an Emergency as provided in the definition by product type within this Exhibit, or (ii) other classification as determined in good faith by NAVITAIRE using the following guidelines:

<u>Impact Analysis</u>	<u>Degree of Degradation of Business Functionality</u>					
	No loss of business function	Partial loss of business function. Work-around exists.	Partial loss of business function. No work-around exists.	Complete loss of business function. Work-around exists.	Complete loss of business function. No work-around exists.	
Immediate impact is major affecting many and/or critical users of the affected business functionality.	Low	Medium	High	High		Emergency for Hosted Reservation, Web and Check-in Services only
Immediate impact is moderate affecting only a few and/or non-critical users of the affected business functionality.	Low	Low	Medium	High		High
Immediate impact is marginal affecting only a few or no users or non-critical users of the affected business functionality.	Low	Low	Medium	Medium		Medium

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An example of an “Emergency” System Error might include:

- Hosted Services are totally unavailable due to a NAVITAIRE controlled communication line.
- Hosted Web Services are totally unavailable due to NAVITAIRE controlled web server.
- Customer did not receive the daily Postings Report

An example of a “High” System Error might include:

- Cannot change any airline schedules through Schedule Manager.
- Cannot load new fares through Fare Manager.
- Unable to generate confirmation itineraries for Internet customers.
- Hosted Web Services migration tools unavailable for web content uploads.
- Settlement files are delayed by one day in being sent to the settlement bank.
- Reporting Services are not displaying data accurately.

An example of a “Medium” System Error might include:

- Slow system response for specific tasks.

2.1.1 Emergency System Error Response

Customer should call the NAVITAIRE Support Center to report an Emergency in English, in lieu of use of the Internet based support tool. If all representatives are busy with other calls, a message may be left in English on the voicemail response system, which will page an appropriate contact. A representative of NAVITAIRE will return Customer’s call within ***** with an acknowledgement and initial response to Customer. In the event that NAVITAIRE determines that a System Error reported by Customer is not an Emergency, it shall be handled in accordance with Section 2.1.2 below.

Customer is required to provide NAVITAIRE with an after-hours emergency contact number in Exhibit D. Customer will answer calls to its after-hours emergency contact line by, or promptly respond to messages received via such number from, the NAVITAIRE support representative.

NAVITAIRE response targets for Emergency System Errors are provided in the table below, NAVITAIRE’s resolution targets are included in the NAVITAIRE Policy and Procedure Manual, available on the NAVITAIRE Customer Care website.

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Customer Communication

Acknowledgement and Initial Response

Updates

Response Targets (Emergency System Errors)

Provided the Emergency is due to a complete outage of the Hosted Reservation Services and / or Hosted Web Services, during subsequent updates NAVITAIRE will advise Customer regarding the status of the error or problem and the anticipated period to resolution to the extent known. During normal business hours, both the NAVITAIRE Account Manager and Customer Account Liaison will be notified and briefed on the situation, with a further escalation to the Executive Sponsors for any system outage exceeding *****. The Executive Sponsors will determine whether further escalation to the CEO, President, or Managing Director level of each company is necessary.

2.1.2 Non-Emergency System Error Response

When reporting a System Error, Customer must refer to the documentation that matches the release of software they are running. If Customer wants a feature that is not currently included in their software release, but the feature is included in a later software release, Customer must upgrade their software to that release to be able to take advantage of the new features and functionality.

Non-Emergency System Errors shall be acknowledged and routed ***** , excluding NAVITAIRE holidays (Christmas Eve, Christmas Day, and New Year’s Day), as provided in the targets shown in the table below. NAVITAIRE’s resolution targets are provided in the NAVITAIRE Policy and Procedure Manual, available on the NAVITAIRE Customer Care web site.

Customer Communication

Acknowledgement and Initial Routing

Updates

Response Targets (Non-Emergency System Errors)

<u>High</u>	<u>Medium</u>	<u>Low</u>
*****	*****	*****

Customer will receive electronic notification whenever data is needed or the incident is resolved, status is changed, or notes are updated.

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2.1.3 Test Account System Error Response

System Errors detected during testing in Customer’s test environment should be logged through the Internet based support tool with a reference to the test account version. Notwithstanding anything contained in this Section 2.1, NAVITAIRE will respond to System Errors for the test environment within *****.

2.2 Support Service Requests

Customer may utilize the Internet based support tool to contact the NAVITAIRE Support Center electronically for the standard support service requests or questions. The NAVITAIRE Support Center shall assign urgency (high, medium, low) to each support service request in its sole discretion. These services are subject to the Support Fees as described in Exhibit K, Section 1.3, and are undertaken at the sole discretion of NAVITAIRE. All efforts required for such support service requests are payable by Customer.

NAVITAIRE response targets for High, Medium, and Low standard support service requests are provided in the table below.

	INC Severity Classification and Response Targets		
	High	Medium	Low
<u>Customer Communication</u>			
Acknowledgement and Initial Routing	*****	*****	*****
Updates	Customer will receive electronic notification whenever data is needed or the incident is resolved, status is changed, or notes are updated.		

2.3 Other Service Requests

Customer may utilize the Internet based support tool to contact the NAVITAIRE Support Center electronically for the following types of other service requests:

- Professional Services
 - Consulting
 - Training
- Implementation of add-on functionality
- Upgrades

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These services are subject to the Support Fees and/or Other Fees as described in Exhibit K, Section 1.3 and/or 1.4, and are undertaken at the sole discretion of NAVITAIRE. All efforts required to for such service requests are payable by Customer. If the request is deemed by NAVITAIRE or Customer to require a Work Order, estimated fees and time schedule will be prepared and Customer will then decide whether to authorize the work to be performed by NAVITAIRE.

2.4 Custom Enhancement Requests

2.4.1 Custom Enhancement Process. Customer may utilize the Internet based support tool to contact the NAVITAIRE Support Center electronically to submit a Custom Enhancement Request. Such requests can be in response to:

- a) Mandates controlled by external third parties including governments, governing industry bodies such as International Air Transport Association [IATA], Société Internationale de Télécommunications Aéronautiques [SITA], or airport authorities. Examples include:
 - Taxes, fees, security issues, immigration.
 - Airport technology issues that impact airlines such as bag tag, Common Use Terminal Emulator (CUTE), or CUBE.
- b) Customer requests that are initiated through a direct request, user conference, or through Customer's NAVITAIRE Account Manager. Examples include:
 - Competitive advantage.
 - Improved passenger services.
 - Specific client requirements.
 - Improved business management.
- c) Internal requests that are initiated through the sales cycle, Technology, Development, or NAVITAIRE line of business. Examples include:
 - Cost reduction initiatives.
 - Product obsolescence.
 - Corporate business plan objective.

All efforts required to develop, implement, document, and/or train on Custom Enhancement Requests are payable by Customer. These services are subject to the Support and/or Other Fees as described in Exhibit K, Section 1.3 and/or 1.4 and are undertaken at the sole discretion of NAVITAIRE. If the request is to be undertaken by NAVITAIRE, estimated fees and time schedule will be prepared and Customer will then decide whether to authorize the work to be performed by NAVITAIRE via an update to the corresponding INC or by entering into a Work Order.

Custom Enhancement Requests will be assigned an urgency according to the criteria in the table below. If there is a disagreement as to the relative priority of the Custom Enhancement Request, it will be resolved between the NAVITAIRE Account Manager and the Customer Account Liaison. If this cannot be resolved at this level, it will be escalated to the respective Executive Sponsors for determination.

<u>Urgency</u>	<u>Description</u>
Very High (Critical)	<p>A requirement from a business critical third party or other outside influence such as an airline buyout, purchase of another airline, a new government regulation, or a requirement that cannot be completed in a manual nature without severe negative impact. Such requests are Critical only if a third party controls the requirement, it is non-discretionary to the customer, and the third party places an immediate time constraint on the customer.</p> <p>Note: Documentation from the governing entity, which clearly states the nature of the requirement, the time frame allowed for implementation, and the penalties for non-compliance may be required. Due to the nature of a Critical request, NAVITAIRE expects to receive no more than ***** such requests per year. Every attempt will be made to meet the established regulatory deadline communicated in these instances; however should the deadline be compromised NAVITAIRE will communicate specific issues that may make this deadline unattainable with an estimate of when it can be completed.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Adding Security Watch – a government or industry requirement that would inflict severe financial penalties if not met and demanded a quick implementation. • Adding the EURO as a form of currency – a specific governmental requirement that was dictated to the customers and demanded a quick implementation.
High	<p>A requirement from a business critical third party or outside influence such as an airline buyout, purchase of another airline, a new government regulation, or a requirement that cannot be completed in a manual nature without severe negative impact, but DOES NOT have an immediate time constraint placed on Customer by the third party.</p> <p>Note: Such requests are classified as High to prevent them from becoming Critical. A new business requirement that cannot be completed in a manual nature without severe negative impact. Such requests are not Emergencies because the request is discretionary to the customer.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Printing French Itineraries for domestic French flights – a governmental requirement that provided sufficient time to respond to the need. Changing to a new bank – a customer-driven requirement that is critical to customer daily operations.

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Supports all required Hosted Services System operations; the request is required eventually but could wait until a later release if necessary. Would enhance the product, but the product is not unacceptable if absent. More of a want than a need, but would provide benefit to the customer.

Medium

Examples:

- Adding support of seat assignment capability for Computerized Reservation System (CRS) bookings.
- Adding new Check-in commands or short-cuts that would save time and effort for the agents.
- Adding new features or functions in the Irregular Operations (IROP) program to increase efficiency of passenger handling.

A functional or quality Custom Enhancement Request that corrects an aesthetic problem or improves usability from the customer's perspective. It does not greatly affect or alter core functionality.

Examples:

Low

- Enabling a pop-up message of "Are you sure" for bags weighing > 100Kg.
- Adding the ability to alter the 'flow' of the SkySpeed booking process as a user configurable option.
- Adding support for additional languages for SkySpeed (localization).
- Adding more feeds (imports or exports) to third party packages for data sharing.
- Making minor adjustments to screen layouts or design to increase readability.
- Adjusting reports to increase readability and decrease questions to support.

3 Releases

NAVITAIRE software changes are bundled into work units called releases Customer is obligated to implement released as previously stated in Section 4.12 of the Agreement Customer will initiate upgrade projects via a service request logged with the NAVITAIRE Support Center.

3.1 Major Release Stabilization Period. For the first ***** following the implementation of a Major Release, NAVITAIRE shall be exempted from its obligations with respect to the Minimum System Availability Target For the avoidance of doubt, such exemption shall not apply following any sub-releases or fixes arising from such Major Release that are implemented after such stabilization period.

4 Included Support Hours

NAVITAIRE provides Customer with an allotment of included support hours. The allotment is for the specified period only and may not be carried forward. Allotted monthly hours of NAVITAIRE Support Center Support are not deducted for Support Center Support in connection with System Errors for which the root cause is system failure and not Customer or third party misuse. All other related hours are deducted in ***** increments with a minimum of ***** per occurrence.

Customer is allotted, at no additional charge, a maximum number of included NAVITAIRE Support Center Support hours on an on-going basis, as described in Exhibit K, Section 1.3. If Customer utilizes the NAVITAIRE Support Center more than the allotted number of hours, the Support Fees in Section 1.3 of Exhibit K will apply.

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5 Support for Third Party Applications or Connections

Except as expressly set forth in this Agreement, NAVITAIRE is not responsible for any third party interfaces or connections. Any Support Center Support time incurred by NAVITAIRE personnel for any such third party interfaces or connections is subject to the Support Fees in Section 1.3 of Exhibit K.

a) *****

* *****

b) **Look to Booked Segment Ratio.** A “Look to Booked Segment Ratio” of ***** will apply to all bookings as described in Section 1 of Exhibit A. NAVITAIRE will allow a ***** grace period following the go-live date of New Skies before any overage fees will apply.

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If the established Look to Booked Segment Ratio is exceeded, the Availability Request Overage Fee described in this Section will apply.

c) **Availability Request Overage Fee** is the fee applied to each Utilized Availability Request in excess of the Maximum Availability Requests Allowed. The Availability Request Overage Fee is determined based on the Low Fare Availability Average Days per Call, and will be applied to each excess Utilized Availability Request, as follows:

- *****
- *****
- *****
- *****
- *****

The Low Fare Availability Average Days per Call is rounded to the nearest whole number to determine the fee to be applied.

Should Customer not utilize the Low Fare Finder functionality, a flat fee of ***** will apply per Utilized Availability Request in excess of the Maximum Availability Requests Allowed.

1.1.2 Monthly Recurring Service Fees – Hosted Reservation Services – New Skies Add-On Products/Services:

<u>SELECTED</u>	<u>Products and/or Services</u>	<u>Description</u>	<u>Partners or Connections</u>	<u>Monthly Minimum Recurring Service Fee (per partner/ connection)</u>	<u>Included in Monthly Recurring Service Fee</u>	<u>Monthly Overage Fee</u>
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****	*****

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1.1.3 Monthly Recurring Service Fees – Hosted Web Services – dotREZ – Internet Reservation Framework Add-On Products/Services:

- Corporate Web Hosting as listed in Section 1.1.1 above.

1.2 Implementation Fees

If products and/or services are not part of Customer’s initial purchase, the prices listed below will remain valid for ***** following the Target Date. Following this time period, the pricing for Services not previously selected in this Section is subject to change

Unless otherwise mutually agreed and documented via an executed Amendment or Work Order:

- Products and/or Services that are not part of Customer’s initial purchase, require ***** of the corresponding Minimum Implementation Fee be paid in full upon execution of an Amendment to the Agreement to add such products and/or services, with the remaining ***** due and payable in full upon completion of the corresponding implementation project; and
- Minimum Implementation Fees exclude any new development and travel expenses, such travel expenses shall be reimbursed in accordance with Section 6.2 of the Agreement.

<u>SELECTED</u>	<u>Products and/or Services</u>	<u>Description</u>	<u>Partners or Connections</u>	<u>Minimum Implementation Fee (per partner / connection)</u>	<u>Maximum Number of Hours Included in Minimum Implementation Fee (additional hours provided on a time and materials basis per Section 1.3)</u>
*****	*****	*****	*****	*****	*****
*****	*****	*****	*****	*****	*****

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1.3 Support and Professional Services Fees.

Any additional Support Center Support or Professional Services, including Implementation Services, requested by Customer and for which Customer has not already engaged NAVITAIRE pursuant to this Agreement, shall be performed at the pricing set forth below, unless a lower rate is set forth in a Work Order:

<u>Support Center Support</u>	<u>Fees</u>
*****	*****
*****	*****
*****	*****
*****	*****

1.4 Other Fees

<u>Other Fees</u>	<u>Fees</u>
Custom Programming/Professional Services	Quoted on a per project basis
Dedicated Account Management	Quoted on a per project basis
Business Process and Professional Services	Quoted on a per project basis

1.5 Payment of Implementation Fees. NAVITAIRE shall perform all of the Implementation Services set forth in Exhibits A, F and G in order to meet the Target Date for an estimated fee of ***** (the "Implementation Fee"), plus expenses incurred by NAVITAIRE which are to be reimbursed pursuant to Section 6.2 of the Agreement. Upon the Effective Date, NAVITAIRE shall invoice Customer for ***** of all Implementation Fee. NAVITAIRE shall invoice USD ***** on the Effective Date as an initial payment of the Implementation Fee. The remaining balances of all Implementation Fees are due and payable in equal monthly installments during the term of the implementation period of USD ***** ; provided that not more than ***** of the Implementation Fees shall be invoiced until the remaining implementation fees are due as set forth in Section 1.6. Work on the Implementation Services will commence once the Implementation Fees due at signing are paid in full.

1.6 Fee Commencement after Implementation. The following four (4) scenarios will determine the commencement schedule for the monthly recurring Service Fees as outlined in this Exhibit and the due date for the remaining balances of the implementation fees:

1.6.1 Implementation by Target Date. Upon availability of the Hosted Services for use by Customer, effective on the Target Dates as detailed in Exhibits A, B, F, and G, all remaining implementation fees are due and applicable monthly recurring Service Fees will commence. These fees will commence regardless of actual use of Hosted Service(s) or subsequent delay by Customer.

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- 1.6.2 Requested Delay by NAVITAIRE.** In the event that NAVITAIRE requests a delay in order to complete remaining Implementation Services, and Customer agrees to such delay, the remaining implementation fees will be due and applicable monthly recurring Service Fees will commence only on the earlier of the actual date of completion of Implementation Services or the new Target Date. NAVITAIRE will provide written notice of the new Target Date and outline remaining Implementation Services.
- 1.6.3 Requested Delay by Customer.** Customer may unilaterally extend the Target Dates (as detailed in Exhibits A, B, F, and G) one time for up to ***** by written notice to NAVITAIRE. In the event Customer requests a delay in the completion of Implementation Services in excess of ***** past the initial Target Dates, remaining implementation fees will be due and any monthly recurring Service Fees will begin to accrue on the Target Dates as extended under the first sentence of this Section 1.6.3, if the Implementation Services are completed as of such extended Target Dates. Such requested delay in excess of ***** from the initial Target Dates may result in rescheduling portions or all of the remaining Implementation Services to the next available timeframe as evaluated by NAVITAIRE, unless mutually agreed in writing otherwise. Customer will provide written notice of the new requested Target Dates.
- NAVITAIRE reserves the right to apply additional implementation fees as are necessary when rescheduling the Implementation Services due to Customer request to extend the initial Target Dates by more than ***** . All fees as described in the Agreement and this Exhibit K are to be applied based on the scheduled Target Dates.
- 1.6.4 Mutual Agreement for Delay.** In the event that both NAVITAIRE and Customer agree to delay in order to complete the required Implementation Services, the remaining implementation fees will be due and the applicable monthly recurring Service Fees will commence on the newly agreed Target Dates for the Implementation Services. NAVITAIRE will document the new planned Target Dates and provide written notice to Customer.

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

EXHIBIT L**WORK ORDER TERMS AND FORM**

The purpose of this Exhibit L is to define additional Terms exclusively applicable to Professional Services and provide the Work Order form under which such Professional Services will be provided, in each case unless the parties agree otherwise in modified version of this Work Order.

1 Additional Terms**1.1 Acceptance: Customer's Operation and Use of Deliverables**

- 1.1.1** Unless otherwise set forth in a Work Order, all Professional Services and Deliverables will be deemed accepted if Customer does not reject the Professional Services and Deliverables by providing written notice within ***** after delivery specifically identifying the manner in which the Professional Services or Deliverables fail to materially comply with their applicable specifications; Customer is responsible for its operation and use of the Deliverables and for ensuring that the Deliverables meet Customer's requirements.

1.2 Liability and Limited Warranties and Remedies

- 1.2.1** Notwithstanding anything contained in this Agreement, the following sections will apply to the Professional Services and Deliverables, in lieu of Section 10.1 of the Agreement.

THE AGGREGATE LIABILITY OF NAVITAIRE UNDER OR IN CONNECTION WITH ANY WORK ORDER FOR PROFESSIONAL SERVICES REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE FEES RECEIVED BY NAVITAIRE WITH RESPECT TO THE PROFESSIONAL SERVICES AND DELIVERABLES UNDER THE APPLICABLE WORK ORDER.

For the avoidance of doubt, Section 10.4 of the Agreement shall apply to all Work Orders.

- 1.2.2** Notwithstanding anything contained in this Agreement, the following sections will apply to the Professional Services and Deliverables, in lieu of Section 10.2 of the Agreement:

- 1.2.3** NAVITAIRE warrants that its Services will be performed in a good and workmanlike manner. NAVITAIRE agrees to re-perform any Professional Services not in compliance with this warranty brought to its attention in writing within ***** after those Professional Services are performed. Additionally, NAVITAIRE warrants that its Deliverables which are

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original content shall materially conform to their relevant specifications, for a period of ***** from delivery to Customer. NAVITAIRE agrees to correct any such Deliverable not in compliance with this warranty brought to its attention in writing within 30 days after delivery of such Deliverable to Customer. THIS SECTION IS NAVITAIRE'S ONLY EXPRESS WARRANTY CONCERNING THE PROFESSIONAL SERVICES, ANY DELIVERABLES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ***** .

1.2.4 Exclusions. The NAVITAIRE warranties under Section 1.3.2 of this Exhibit do not apply to any noncompliance resulting from any: (a) items furnished by Customer; (b) use not in accordance with this Agreement or any applicable Work Orders; (c) modification, damage, misuse or other action of Customer or any third party; (d) combination with any goods, services or other items provided by Customer or any third party to the extent that the noncompliance arises out of such combination with the Deliverables provided under this work order, or (e) any failure of Customer to comply with this Agreement or any applicable Work Order to the extent that the failure to comply by the Customer causes NAVITAIRE's noncompliance. Further, NAVITAIRE does not warrant that the Deliverables or any other items furnished by NAVITAIRE under this Agreement or any Work Order are free from bugs, errors, defects or deficiencies.

1.2.5 Customer-Furnished Items. NAVITAIRE MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY CUSTOMER-FURNISHED ITEMS.

1.2.6 Remedy. Customer's sole and exclusive remedy for any claim arising out of the Professional Services and Deliverables shall be for NAVITAIRE, upon receipt of written notice, to use commercially reasonable efforts to re-perform the Professional Services or correct the Deliverables as stated above, or failing that, NAVITAIRE will return the fees paid to NAVITAIRE for the portion of the work related to the breach.

1.3 License

1.3.1 Notwithstanding anything contained in this Agreement, the following section will apply to the Professional Services and Deliverables, in lieu of Section 7.1 of the Agreement.

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- 1.3.2** After acceptance of a Deliverable by the Customer, and pending final payment, NAVITAIRE hereby grants to Customer a revocable, nontransferable, nonexclusive unpaid right and license to ***** Deliverable for purposes of Customer's internal business only. Upon final payment, NAVITAIRE shall grant to Customer a perpetual, nontransferable, non-exclusive, paid-up right and license to ***** Deliverables, for purposes of Customer's internal business only. All licenses granted will be subject to any restrictions applicable to any third party materials embodied in the Deliverables. To the extent any Deliverable contains NAVITAIRE Confidential Information it shall be subject to Section 9 of the Agreement. All other intellectual property rights in the Deliverables shall consist of NAVITAIRE Property, as defined in Section 7.2 of the Agreement.
- 1.3.3** The License does not include the right to, and Customer will not directly or indirectly: (a) grant any sublicense or other rights to any Deliverables; (b) authorize any other party to grant any sublicense with respect to any Deliverables; (c) reverse engineer, disassemble or decompile any of the Deliverables or attempt to discover or recreate the source code to any Deliverables; or (d) remove, obscure, or alter any notice of copyright, trademark, trade secret, or other proprietary right related to the Deliverables.

1.4 Termination

- 1.4.1** Unless otherwise set forth in a Work Order, either party may, upon giving ***** written notice identifying specifically the basis for such notice, terminate a Work Order for breach of a material term unless the party receiving the notice cures such breach within the ***** period. In the event a Work Order is terminated, Customer will pay NAVITAIRE for all Services rendered and expenses incurred prior to the date of termination. All provisions of this Work Order which are by their nature intended to survive the expiration or termination of this Work Order will survive such expiration or termination.

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2 Form of Work Order

FRONTIER AIRLINES, INC.
WORK ORDER
INC#####
PROJECT NAME: Project Name

Professional Services
NAVITAIRE POINT OF CONTACT: [SAM, CAM, or IPM]

This Work Order is effective as of Month Day, 20XX (engagement start date) and is entered pursuant to the _____, as amended, (the "Agreement") by and between Navitaire LLC, a Delaware limited liability company ("NAVITAIRE"), and _____, a _____ corporation ("Customer"), dated as of Month Day, 20XX.

1. **Scope of Work:** NAVITAIRE will perform the following activities (on and/or off-site):

- Plan
- Analyze
- Design
- Build
- Test
 - Assist Customer in resolving issues identified during QA and/or user acceptance testing results.
- Deploy
- Manage Project
 - Status reports will be sent to the Customer on a weekly basis.

Out of Scope: Customer is responsible for the following:

- [Add out of scope here if needed]
- Performing project management duties as required by Customer's business needs.
- Creating and executing QA test cases and performing user acceptance testing on the solution.

2. **Assumptions:** The following assumptions are made:

- [Add assumptions here if needed]
- Customer shall perform those tasks and fulfill those responsibilities specified in this Work Order ("Customer Responsibilities") so that the Service Provider can perform NPS Services and provide Deliverables. Customer understands that Service Provider's performance is dependent on Customer's timely and effective performance of Customer Responsibilities under this Work Order and timely decisions and approvals by Customer.

- Service Provider shall be entitled to rely on all decisions and approvals of the Customer in connection with the NPS Services or Deliverables.
- NPS project management will be limited to monitoring the overall health of the engagement and is not intended to replace a project manager to manage the engagement in accordance with Customer's needs.
- Any changes required to the Scope of Work outlined above will be addressed as follows:
 - The party requesting the change(s) will submit a Change Request Form (attached hereto as Appendix A to this Work Order) and complete the details found in 1, Description of Change.
 - Both parties will review the Change Request Form and Service Provider will complete the details found in Section 2, Scope of Change.
 - If the Change Request is approved and signed by both parties, the Change Request Form will be incorporated as an attachment to this Work Order.
 - If the change request is disputed by either party, the following will occur:
 - The dispute will be brought to the attention of the Project Managers.
 - If the Project Managers are unable to resolve the dispute they will escalate to the Customer Account Manager.
 - If, after ten (10) business days, the dispute remains unresolved, either party may request that the issue be raised to an appropriate senior executive.
- Changes to the Scope of Work may be initiated at any time, prior to the completion of this Work Order, by either party if there is reasonable good faith belief that such change is required.

3. NPS Services and Deliverables: The following NPS Services and/or Deliverables will be provided to Customer:

- Services and/or Deliverables as described in Section 1, Scope of Services above.
- [Add deliverables here if needed]

4. Payment: Customer agrees to pay NAVITAIRE for the total actual work performed under this Work Order and for NAVITAIRE's expenses outlined in Section 6 below. The actual fees and expenses for this Work Order will be invoiced to Customer on a monthly basis, subject to the payment terms specified in the Agreement.

5. **Estimated Dates of Performance: [Project Duration – Month Day, Year – Month Day, Year]**

The total effort estimated for this project by component:

<u>Project Component</u>	<u>Hours</u>	<u>% of Total</u>
Plan	0	0%
Analyze	0	0%
Design	0	0%
Build	0	0%
Test	0	0%
Deploy	0	0%
Admin	0	0%
ESTIMATED TOTAL	0	0%

The date(s) listed are provided as an estimate only and will be modified if necessary to reflect the expected dates of performance upon execution of this Work Order. If modified, the new dates will be communicated to Customer via the Remedy INC. Work may progress up to ***** beyond the estimated completion date without any further action required by either party.

6. **Estimated Total Dollar Amount: \$x,xxx USD:**

<u>Expense Component</u>	<u>Cost</u>
Resources*	\$ 0
Travel and other related expenses**	\$ 0
ESTIMATED TOTAL	\$ 0

This is a **time and materials** based Work Order. The hours and dollar amounts represent a good faith **estimate** based on information provided by Customer to the Service Provider. As such, the actual hours required to complete the NFS Services and Deliverables and/or the actual Travel and other related expenses may be more or less than the total estimated above.

* Resources are applied at the rate of \$XXX.XX per hour as provided for in Section 1.3 of Exhibit K of the Agreement.

** Travel and other related expenses are applied as provided under Section 6.2 of the Agreement.

7. **Planned Hosting Solution**

- Customer Hosted
- NAVITAIRE Hosted (Agreement between Customer and NAVITAIRE must be reached prior to deployment of the solution)
- N/A or covered in existing Hosted Reservation Services Agreement

*****Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission.

If the proposed solution is to be hosted by NAVITAIRE and is not already included within the scope of the Agreement, an Amendment for the hosting services will be required.

- 8. For the avoidance of doubt, the terms and conditions of Section 1 of Exhibit L of the Agreement shall apply to this Work Order, except as the parties may otherwise agree in this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date set forth below.

Signed for and on behalf of

Signed for and on behalf of

Frontier Airlines, Inc.

NAVITAIRE LLC

By: [SAMPLE]

By: [SAMPLE]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

* Please indicate your agreement by signing and sending a scanned copy to the NAVITAIRE Commercial Account Manager. A fully-executed copy will be returned for your records.

Appendix A

Change Request Form

Customer Name: _____ Change Request Number: _____
 Requested By: Customer NAVITAIRE Work Order INC Number: INC
 Date Submitted: _____ Project Name: _____

This Change Request is effective as of Month Day, 20xx and unless it is fully-executed by both parties: (a) the estimated dates of performance and total dollar amount will expire five (5) days after the effective date shown above; and (b) the work outlined herein will not commence.

1. Description of Change:

Provide a brief description of the change being requested. Include the reason for the change and why it should be incorporated into the current Work Order and not submitted as its own Work Order.

2. Scope of Change

Outline the impact of the change, the scope of the change, and any assumptions. List specific exclusions if they have not been addressed in the initial Work Order.

The Estimated Completion Date of Performance is Month Day, 20xx. The hours and cost are adjusted as follows:

<u>Component</u>	<u>Hours</u>	<u>Cost</u>
Original Work Order		\$
Previously Approved Change Requests	+/-	\$
Current Change Request	+/-	\$
NEW ESTIMATED TOTAL	+/-	\$

IN WITNESS WHEREOF, the parties hereto have executed this Change Request as of the date set forth below.

Signed for and on behalf of

Signed for and on behalf of

Frontier Airlines, Inc.

SERVICE PROVIDER

By: [SAMPLE]

By: [SAMPLE]

Name: _____

Name: _____

Title: _____

Title: _____

Company: _____

Date: _____

Date: _____

* Please indicate your agreement by signing and sending a scanned copy to the NAVITAIRE Commercial Account Manager. A fully executed copy will be returned for your records.