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General Program Terms and Conditions

Important:

Company's ("Company") participation in the United PerksPlus Program (the "Program") is governed by these Terms and Conditions:

1. The Program is limited to corporations that do not participate in any other travel discount agreement with United Airlines, Inc. ("United"), Lufthansa German Airlines, Austrian Airlines, Brussels Airlines or Swiss International Air Lines ("Participating Partners") and that have at least 5 verifiable employees.

2. Program participation is limited to companies based in the U.S., Canada, Latin America and the Caribbean for United and United Express operated flights and on Participating Partners' operated flights for U.S. companies only.

3. The Program may not be available in all cities served by United or Participating Partners.

4. United reserves the right to determine Company's eligibility to participate in the Program.

5. Travel agencies, travel wholesalers, travel consolidators, and other sellers of travel are not eligible to participate in the Program.

6. For Program performance calculation purposes, Company must provide United with the names of its individual business travelers, and their respective MileagePlus® account numbers, whose travel as defined herein will be used to perform such calculation. Company may also opt to book and ticket using their unique company designator (Tour Code) via their travel agent.

7. Company is responsible for complying with, and ensuring that its employees comply with, all terms and conditions of participation in the Program.

8. Company must designate an active employee as its sole authorized representative ("Authorized Representative"). The Authorized Representative is the only individual that will be permitted to receive redeemed awards and posted statement messages. It will be Company's responsibility to ensure that United is always provided with a valid Company email address for the Authorized Representative.

9. United reserves the right to add, delete, or modify any aspect of the Program at any time upon notice to Company.

10. United retains the right to terminate Company's participation in the Program upon 90 days written notice to Company.

11. Participating Partners' participation in the Program may be discontinued at any time.

12. Any notice from United to the Authorized Representative's email address on file for Company is deemed to be proper notice to Company.

13. No concurrent programs: Customer may not concurrently participate in United PerksPlus and In any other United corporate program that provides discounts or travel benefits ("Disqualifying Product"). MileagePlus is deemed not to be a Disqualifying Product.

The Program constitutes merely an invitation to companies that meet the qualifications set forth in the preceding paragraphs to apply to United for participation in the Program on the Terms and Conditions stated herein, which such application United reserves the right to accept or reject in its sole discretion. The Program does not constitute a public offer.

Program Term

Company's initial participation in the Program will be for 12 months ("Initial Term"). To remain in the Program after the Initial Term, during the Initial Term Company must achieve minimum spend of $25,000 USD ("Minimum Requirement") in "Qualifying Revenue" (hereinafter defined). If Company successfully achieves the Minimum Requirement, Company's participation in the Program will be automatically renewed for an additional 12 month period ("Renewal Term"). Thereafter, Company must achieve the Minimum Requirement during the Renewal Term to remain in the Program for a subsequent Renewal Term and the same sequence will repeat, which may result in a string of unbroken Renewal Terms. The Initial Term and a Renewal Term may be referred to hereinafter as a Program Term. If during any Program Term, Company fails to achieve the Minimum Requirement, then United reserves the right to disqualify Company from further participation in the Program and Company will forfeit any unclaimed benefits earned during the final Program Term.

Points and Rewards
United will award Program Points ("Points") and Rewards ("Rewards") to the Company as follows:

1. Points are accrued, based on Qualifying Revenue, when an eligible published fare ticket is purchased and issued in the United States, Canada, Latin America or the Caribbean and flown on a "United Flight" during a Program Term. A United Flight is a flight operated by United or operated by other airlines and branded as "United Express". Points are accrued on flown Participating Partners' operated flights when an eligible published fare ticket is purchased and issued in the United States only. Participating Partners' operated flights include Lufthansa, Austrian Airlines, Brussels Airlines and Swiss International Air Lines.

2. "Qualifying Revenue" is defined as revenue flown on a United or Participating Partner's operated Flight, excluding all taxes, fees, surcharges and refunds. Effective March 30, 2012, Qualifying Revenue will only result from non-discounted fares booked in F, A, J, C, D, Z, P, Y, B, M, E, U, H, Q, V, W, S, T, L, K, or G classes of service.

3. The Company's Qualifying Revenue will be tracked based upon MileagePlus® account numbers of its registered individual business travelers. In order to be included in Qualifying Revenue, the Company's travelers must provide their MileagePlus® number when making reservations and checking in for a United or Participating Partner's Flight. The Company is responsible for maintaining its profile and keeping its travelers list up-to-date by visiting http://unitedperksplus.united.com. The Company's individual travelers may be asked to present Company identification when purchasing a United or Participating Partner's ticket or checking in for a United or Participating Partner's Flight.

4. Points will be credited on a monthly basis and United will provide the Company with an email message informing the Company that the statement of Points accumulated in the previous month period is posted on United's website. Points earned on qualifying Participating Partners' flights will be credited within two months after they are flown.

5. In cases where the Company disputes the amount of Qualifying Revenue generated, United reserves the right to require proof of travel, including ticket receipts and original boarding passes. Company must inform United of any dispute of Qualifying Revenue in writing, within six months of travel activity or Company will be barred from any such dispute thereafter. United will make the final determination as to whether United PerksPlus Points will be awarded.

6. Participation in the United PerksPlus Program is between United and the Company. Only the Company can accrue Points under the Program, and the Company, in accordance with Program terms and conditions ("Rules"), may determine how those Points are redeemed for Rewards and allocated to its individual travelers.

7. Points earned and Rewards redeemed by the Company are separate from, and in addition to, those earned by the individual traveler through the MileagePlus® frequent flyer program.

8. Accrued Points do not constitute property of the Company. The accumulation of Points and the redemption of Points for Rewards are subject to specific Program Rules enacted by United. No Points earned or granted under the Program may be transferred or assigned except as expressly permitted by United in writing.

9. Any revenue and Program Points earned outside of the specific United PerksPlus account set up for Company may not in any way be combined with any revenue or Program Points earned elsewhere.

10. United retains the right, upon notice, to withdraw, limit, modify or cancel any Points or Rewards offered in whole or in part, at any time, even though such changes may affect the value of the Points accrued.

11. Upon notice, United retains the right to increase revenue requirements, modify or regulate the transferability of Points or Rewards, add an unlimited number of blackout days, or limit the number of seats available to any or all destinations.

12. The Company may not rely upon the availability of a Reward or Reward level, and Rewards may not be eligible for redemption or use to all destinations or on all flights.

13. Nothing in this Agreement is intended to modify United's or Participating Partners' booking and ticketing policies and procedures or United's or Participating Partners' Contract of Carriage. Applicable tariffs and fare rules will apply to all tickets issued where United or Participating Partners are the validating carriers.

Earning Points

The following Rules will apply when calculating Program Points redemption values:

1. Points are awarded for Qualifying Revenue travel to/from the following "Hubs": Chicago, IL, Cleveland, OH, Denver, CO, Guam, Houston, TX, Los Angeles, CA, Newark, NJ, San Francisco, CA, Washington, D.C. – Dulles or Tokyo – Narita*.

2. Additional Points may be awarded for Qualifying Revenue travel to/from non-Hubs.

3. Points are awarded, as shown below, based on tiers and a factor of Qualifying Revenue multiplied by the multiplier identified for the associated class of service purchased:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Fare Type</th>
<th>Booking Class</th>
<th>Hub</th>
<th>Non-Hub</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Last minute or premium fares</td>
<td>F, J, Y</td>
<td>3 Points</td>
<td>6 points</td>
</tr>
<tr>
<td>2</td>
<td>Typical business travel fares</td>
<td>A, C, B, M, E, U, H</td>
<td>2 Points</td>
<td>4 points</td>
</tr>
<tr>
<td>3</td>
<td>Highly discounted leisure fares</td>
<td>D, Z, P, Q, V, W, S, T, L, K, G</td>
<td>1 point</td>
<td>2 points</td>
</tr>
</tbody>
</table>

Redeeming Rewards

- Company may redeem United PerksPlus Points through the following method:
  - Online at http://unitedperksplus.united.com - United PerksPlus Account Number and PIN/Password are required.
  - Upon request by the Authorized Representative, the appropriate number of Points will be deducted from the Company's account for the requested Reward.
  - Redemption policy and Points required for Rewards are available on www.unitedperksplus.united.com. There is a minimum of 48 hours processing time for Reward fulfillment.
  - To be eligible to redeem Points, Company must first meet a minimum Qualifying Revenue requirement of $5,000 USD.

https://unitedperksplus.united.com/terms.aspx?SID=ND4xOTZ8fDYvNS8yMDE0IDEx... 06/05/2014
during a sequential three (3) month period during the first 12-month Program Term.

- Accrued Points from the previous Program Term may be redeemed up to the end of the current Program Term as long as the minimum Qualifying Revenue requirement was met such previous Program Term.
- The number of Points required for any and all Rewards is subject to modification, cancellation or limitation upon United's notice to Company. The number of Points required to redeem any Reward may be substantially increased, any Reward may be withdrawn, and restrictions on any Reward or its redemption may be imposed upon United's notice to Company.
- During the 90 days following Program termination, the Company is responsible to redeem any unused Points. Subsequent to such 90 day period, unredeemed Points will be forfeited to United and will no longer be available for Company's use.
- Terms and conditions for use of Rewards are specified on the Reward certificate/document. These terms and conditions include, and are not limited to, capacity controls, applicable fees and surcharges. Rewards may not be redeemed for travel on Participating Partners.
- After a ticket is issued in connection with Reward redemption, a service charge may be imposed for each change requested which necessitates the reissue of the ticket. A change in date or flight time may result in the imposition of a service charge. Name changes are not permitted. Tickets issued in connection with Reward redemption and not used, or subsequently cancelled due to an expired ticketing time limit, will be forfeited.
- Rewards may not be combined or used with any other rewards such as MileagePlus®, air travel certificates, discount coupons, premium offers or certain promotion fares.
- Rewards or Points may not be sold, bartered, or purchased. Rewards obtained in this manner will be voided. If a person other than the person named on the Reward attempts to use the Reward, it will be voided and travel will be denied. Altered Rewards will also be voided. Rewards deemed void will be confiscated and the Points forfeited by Company. At the discretion of United, actions which result in a void Reward may lead to termination of Company's participation in the Program or forfeiture of all Points.
- Lost, stolen, destroyed, expired or unused Rewards will not be replaced or credited to Company's account.

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Termination of Agreement

- United Airlines reserves the right to discontinue the United PerksPlus Program upon 90 days notice to Company.
- Should the Program be terminated, Company's right to accrue credits and redeem rewards will be terminated 90 days after notice is given.
- If for a period of 12 consecutive months Company has not made any purchases resulting in Qualifying Revenue, United may terminate Company's participation in the United PerksPlus Program without notice to Company.
- Failure to follow Program Rules or United or Participating Partner Contract of Carriage and tariffs, abuse of Program privileges, or misrepresentation of any information provided to United by the Company or its employees may result in termination of the Company's eligibility and participation in the Program and forfeiture of all Rewards or Points earned.

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Audit: Upon United's request, Company will provide documentation verifying employment of its traveling employees included for Company's performance purposes hereunder.

Confidentiality: United's online privacy policy applies to all information submitted by Company pursuant to the Program. By participating in the Program Company understands and agrees that travel data collected pursuant to the Program may be viewed by United and Participating Partners. Furthermore, Company understands and agrees to allow certain pieces of travel information to be posted online, which can be viewed by individuals authorized by Company, specifically, historical travel itineraries will be available online. United will not provide Company with any individual traveler's travel data. Any travel data provided to Company by United (with respect to Qualifying Revenue for example) will be aggregate information for all travelers.

Taxes: Any taxes, duties or charges resulting from the issue or use of a Reward shall be the responsibility of the Company or the traveler.

Damages: United and Participating Partners shall not be liable for any direct or indirect consequential damages incurred by Company in connection with Company's participation in the Program.

PIN/Password: Company agrees that it is responsible for safeguarding the Company's PIN/Password. Company understands that by disclosing such PIN/Password to anyone, it is giving that person the authority to perform all transactions relating to its United PerksPlus Program account, including Reward redemptions, until Company revokes that authority by changing its PIN/Password.

Successors and Assigns: Company may not assign its rights or delegate its duties under this Program without the prior written consent of United, and any such purported assignment or delegation shall be void. This Agreement shall be binding on the lawful successors of Company.

Severability: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Advertising: Company may not use United's or Participating Partners' name or United PerksPlus in any public advertising without United's or Participating Partners' prior written approval.

Changes: Company is responsible for notifying United of any changes of: Authorized Representative, Company's e-mail address, telephone number, mailing address or facsimile number. Changes may be processed online at http://unitedperksplus.united.com under "My United PerksPlus Account".

Choice of Law: This Program shall be construed in accordance with the laws of the State of Illinois, without reference to its conflict of laws principles and jurisdiction with respect to any dispute arising with respect thereto shall lie in Cook County, Illinois.

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