

EXHIBIT A

THIS IS A LEGAL AGREEMENT BETWEEN YOU (THE "AFFILIATE") AND ORBITZ, LLC (THE "COMPANY"). BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THIS AGREEMENT YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

OVERVIEW

This Affiliate Agreement (this "Agreement") contains the complete terms and conditions that apply to Affiliates in the Orbitz Affiliate Program. Becoming an Affiliate allows you to establish HTML linking between your web site and the Orbitz.com domestic web site (the "Orbitz Site"), subject to the terms and conditions of this Agreement. As used in this Agreement, "we," "us," and "our" will mean the Orbitz, and "you," "your," and "yours" will mean the Affiliate.

BECOMING AN AFFILIATE

Affiliate Agreement and Application:

If you become an Affiliate, you will be allowed to establish links from your web site to the Orbitz Site, pursuant to the terms of this Affiliate Agreement. To participate in the Orbitz Affiliate Program and become an Affiliate of the Orbitz Site, you must read and accept the terms of this Affiliate Agreement. If you accept the terms of this Affiliate Agreement, you will be required to fill out the Affiliate Application and submit it to our network. We, in our sole discretion, will determine whether your site and any technology used by you to send us affiliate transactions (each, a "Program") would be a suitable affiliate site based on your application. Not all applicants will become affiliates and not all Programs will be approved. Orbitz, in its sole discretion, may deny any application for any reason, including applications for sites that contain content that could be classified as defamatory, harassing, harmful, obscene, racially objectionable, or unlawful. We will notify you of our acceptance or rejection. We maintain the right, at any time during your participation in the Orbitz Affiliate Program, to re-evaluate your site and any Programs used by you to send us transactions and may, in our sole discretion, reject any site and any Program for any reason. If, after initial approval of your application, you begin using any new site or Program, you will submit such site or Program to us for approval and shall not begin using such site or Program to send us transactions until such time as we notify you of our acceptance thereof.

Ineligibility:

You are not eligible to participate in the Orbitz Affiliate Program if you are a travel supplier or if you are an employee of or contractor to an Orbitz Competitor (each, an "Ineligible Party"). An Orbitz Competitor means an Online Travel Company that is primarily engaged in the sale, marketing, or distribution of travel products or services, specifically including companies whose primary business is supplying or aggregating travel services (by way of example, but not limited to, Priceline, Travelocity, Expedia, Kayak, Booking.com, and Hotwire).

If you are an Ineligible Party, or are not sure whether you are or are not an Ineligible Party, you must contact us before attempting to accept the terms of this Agreement. If you are an Ineligible Party and you accept the terms of this Agreement, you agree that (i) this Agreement shall immediately terminate and (ii) you will keep confidential any Confidential Information, as defined below), which you have gained access to during your participation in the Affiliate Program and part (ii) of this section shall survive termination.

YOUR RIGHTS AND OBLIGATIONS

Link to the Orbitz Site:

Upon acceptance into the Orbitz Affiliate Program, you will have access to the Publisher Dashboard located at <https://cli.linksynergy.com/cli/common/login.php?browserok>. At this site you will be able to download HTML code and graphics that we have made available for you to use in your web site, pursuant to the following Guidelines: a) You may use the HTML code and graphics provided by Orbitz only to link to or search the Orbitz Site, PROVIDED THAT you do not use the HTML code or graphics provided by Orbitz in connection with any feature in your web site or in your Programs which is devoted to a comparison of

the travel information or fares offered by Orbitz to travel information or fares offered by any of Orbitz's then existing online reservation competitors, including, without limitation, the Orbitz Competitors, b) The HTML code we will make available to you provides special link formats for linking to web pages within the Orbitz Site ("Links"). For commission fees to be properly tracked, recorded and earned, you must ensure that each of the links between your site or your Programs and our site are Links provided to you by Orbitz. We will not be liable to you for any lost commissions resulting from your failure to use appropriate Links. You also agree that those graphic images that you display pertaining to the Orbitz Site, for use as a link or otherwise, will only be graphic images that we provide to you from the Publisher Dashboard. If we update those graphics, you shall immediately replace our old graphics with the new ones.

We have the right, in our reasonable discretion, to monitor your site and Programs to ensure that your links to the Orbitz Site are appropriate. If we decide, in our sole discretion, that your links to the Orbitz Site are not appropriate, then we may either notify you of any changes that we feel should be made, or we may terminate this Agreement upon notice to you. If we notify you of changes we desire you to make to your site or Programs and such changes are not made immediately, then we may terminate this Agreement upon notice to you. You agree that upon our termination of this Agreement you will immediately remove all links to the Orbitz Web Site from your web site or Programs.

You expressly agree to abide by all of the terms and conditions of use related to each of the Orbitz Sites, including the Publisher Dashboard.

Update Your Site:

The Orbitz Site is updated frequently, and therefore, to maintain the consistency and accuracy between the Orbitz Site and our Affiliates sites, you agree to update the content on your site and any Programs on a regular basis. All such maintenance and updating of your site and Programs shall be at your sole cost and responsibility. We may monitor your site and Programs as we feel necessary to make sure that your site and Programs are up-to-date and to notify you of any updates to your site and/or Programs that we feel should be made. If we notify you of changes we desire you to make to your site and/or Programs and such changes are not made immediately, then we may terminate this Agreement upon notice to you.

Do Not Copy the Orbitz Site:

You agree that you will not copy, and that your site will not resemble distinctive or particular elements of our site. This includes, but is not limited to: graphics, design, organization, presentation, layout, user interface, navigation, trade dress, colors and stylistic convention. You agree that the total appearance and impression substantially formed by the combination, coordination and interaction of such distinctive and particular elements, and any derivative of these shall not create the impression that your site is our site or a part of our site. You will not frame any page in the Orbitz.com web site from within your site.

Do Not Use Our Trademark:

As a condition to your acceptance and participation in the Program, you shall not undertake or engage in the following practices, and any violation of this Section shall be deemed a material breach of this Agreement: (a) Use or otherwise incorporate the words "Orbitz" or variations or misspellings in the domain name(s) of your Site(s); (b) Modify or alter the Orbitz site in any way; (c) Make any representations, either express or implied, or create an appearance that a visitor to your Site is visiting the Orbitz Site; e.g., "framing" the Orbitz Site (d) Use "Orbitz" or "Orbitz.com" as any part of your domain name, or portion thereof, unless expressly and explicitly authorized in writing by Orbitz, (e) Purchase or bid for placement of "Orbitz.com", or any variation or misspelling thereof, or the name of any Orbitz-affiliated brand or of any of Orbitz's travel suppliers, within any third party search engine or portal, including but not limited to AOL.com, Yahoo!.com, MSN.com, Google.com, netscape.com, excite.com, bing.com, ask.com, lycos.com, metacrawler.com and altavista.com, (f) During the term of or after the expiration or termination of this Agreement, use any mark, name or domain name of any type which is confusingly similar to "Orbitz" or other "Orbitz" trademarks. Further, if Orbitz becomes aware of any violation of section (a) or (f) above, you agree to immediately transfer such domain to Orbitz. Affiliate keyword bidding on our trademark or

any variation or misspelling thereof is prohibited. In addition, you shall (1) add the keyword terms found in Exhibit A to your **NEGATIVE BROAD MATCH** and **NEGATIVE EXACT MATCH** lists for every search engine used, including Google, Yahoo, Microsoft AdCenter, Ask and any other applicable search engines (2) not bid on or purchase as a search engine keyword any of Orbitz's trademarks, any derivation or misspelling of Orbitz's trademarks, or any terms containing Orbitz's trademarks, or (3) not use any "spyware" or any other service that misdirects users from Orbitz.com. Affiliates found in violation of this section will be subject to termination. Affiliates shall be immediately terminated if it is determined by Orbitz that such Affiliate is bidding on competitor trademarks and redirecting that traffic to the Orbitz website.

Do Not Send Unsolicited Emails:

You must adhere to federal CAN-SPAM laws and any applicable state laws in regard to distributing emails, including all applicable privacy and data protection laws and regulations. You will not send any email to an address on its opt-out list or any address contained on a list provided by Orbitz to Affiliate. All emails sent will include a valid opt-out mechanism and a physical address. Do Not Divert Orbitz visitors. You agree that you will not employ any technology, including, but not limited to, pop-ups, pop-unders and pop-overs, to serve messages to customers on the Orbitz website or on Orbitz-branded pages on a third-party website, designed to divert shoppers away from on the Orbitz website. Additionally, you will not employ any technology that forcefully redirects a customer away from the Orbitz website or an Orbitz-branded page on a third-party website. You agree not to use Spyware in any of your marketing activities, as Orbitz considers Spyware to be a threat to consumer privacy. "Spyware" refers to types of marketing software programs that collect information about a consumer's Internet activities and share that information with a third party, often without the users consent or knowledge. Spyware may gather personally identifiable information, such as e-mail addresses and credit card information, and may even alter personal computer settings.

Use of Adware

Any executable application that delivers advertising content or that is bundled with applications that deliver advertising content ("Adware") must be submitted to Orbitz for review and testing prior to applying for the Orbitz Affiliate Program. For clarity, Adware includes, but is not limited to, toolbars, browser extensions, and cashback/coupon reminders. You must receive written approval from Orbitz prior to using any Adware, which approval may be revoked at any time by Orbitz in its sole discretion. Affiliates offering Orbitz approved Adware to consumers must consistently adhere to the following conditions:

- Obtain affirmative consent from the consumer to download an Adware program onto the consumer's computer. Offering companies must provide a clear and prominent explanation that the program will deliver advertisements once it is installed, as well as any other information important for consumers to know;
- Obtain affirmative consent from the consumer for You to set a cookie;
- Provide consumers with an easy-to-find, easy-to-understand, and easy-to-use means to un-install the Adware application at any time they choose;
- Conspicuously identify the creator/source of the Adware application in all download offers and resulting marketing communications, including pop-ups;
- Inform Orbitz of any material changes that are made to the Adware prior to launching the new version so that Orbitz can review and approve the new version

Orbitz reserves the right to periodically review all Adware used by You for compliance with this provision. Any instance of non-compliance with this provision can result in your immediate termination from the Orbitz Affiliate Program, in which case all commissions, regardless of origin, will be immediately reversed.

Obtain our Consent to Send out Publicity:

You must obtain Orbitz's prior written consent to create, publish, distribute or use any written, electronically transmitted or other form of publicity that makes reference to Orbitz. If you fail to obtain our consent, we may pursue any action against you to which we are entitled, including but not limited to immediately terminating this Agreement.

You Will Be Given a Password to Access Specific Affiliate Information:

Upon acceptance into the Orbitz Affiliate Program, you will be given a password so that you may enter our secure site Publisher Dashboard, located at <https://cli.linksynergy.com/cli/common/login.php?browserok>. From this site you will be able to receive your sales statistics, reports, and other information, as well as the graphics and HTML code that enable you to create links from your web site or Programs to ours. Your commission will be based on the reports you may access at the Publisher Dashboard. You agree that such reports will be the final, determinative measurement of the Bookings, Reservations, and Enrollments for which commissions will be calculated.

ORBITZ'S RIGHTS AND OBLIGATIONS

Orbitz may monitor your site and Programs:

You agree that we have the right to monitor your site and Programs at any time and from time to time to determine if you are following the terms and conditions of this Agreement. If you are not following the terms and conditions of this Agreement, we may, in our sole discretion (i) require you to modify your site and/or Programs to comply with this Agreement or (ii) terminate this Agreement.

Trademarks and Logos:

During the term of this Agreement, Orbitz grants to you a non-exclusive, non-transferable, terminable, worldwide right and license to (I) access our site through the HTML links, subject to the terms of this Agreement and (ii) use our logo, trade names and trademarks ("Orbitz Marks") provided to you by Orbitz solely in connection with your display of such links. You will immediately remove the Orbitz Marks from your web site and Programs upon termination of this Agreement. During the term of this Agreement, you grant to Orbitz a non-exclusive, non-transferable, worldwide right and license to use your logos, trade names, and trademarks ("your Marks") on the Orbitz Site in a listing of Affiliates; provided that we shall not be required to include your Marks in any such listing. We will remove your Marks from such listing upon termination of this Agreement. All Orbitz Marks or other words or symbols identifying Orbitz and its services are and will remain the exclusive property of Orbitz. You will not create, register, purchase, or obtain, (or attempt to do any of the foregoing) directly or indirectly, any trademark, service mark, trade name, company name, internet domain name, search engine listing, directory listing, metatag, name that redirects traffic to your site, or other proprietary or commercial right that is identical or confusingly similar (including variations and misspellings) to the Orbitz Marks ("Similar Marks"). You acknowledge that any such action would be made with the intent to confuse consumers as to the source, location, and sponsorship of the Orbitz services, and will constitute infringement of the Orbitz Marks. If you breach this section, we will have the right to immediately terminate your participation in the Orbitz Affiliate Program and pursue all other remedies available against you under contract and law.

Orbitz May Modify this Agreement:

We may modify the terms and conditions of this Agreement, at any time in our sole discretion. You will be notified by email or posting of a change notice on the Orbitz Affiliate Program Terms and Conditions within the Publisher Dashboard. Modifications may include, but are not limited to, changes in the scope of commission fees, tracking methodology, cookie length, payment procedures and the Orbitz Affiliate Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT AS YOUR SOLE RECOURSE. IF YOU CONTINUE TO PARTICPATE IN THE ORBITZ AFFILIATE PROGRAM FOLLOWING POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE ORBITZ SITE, YOUR WILL BE DEEMED TO HAVE ACCEPTED SUCH MODIFICATIONS.

TERM AND TERMINATION

Starting Date of this Agreement:

This Agreement will begin on the date we notify you of our acceptance of your Affiliate Application, site and Programs.

Termination:

Either party may terminate this Agreement at any time, with our without cause, by notifying the other party in writing by mail, email or fax.

What happens when the Agreement Terminates:

If this Agreement terminates because you have violated the terms of this Agreement, you will not be eligible to receive any payments, including any payments earned prior to termination. Upon termination for any reason, you shall immediately remove any Links from your web site and Programs and all licenses granted hereunder shall terminate.

OWNERSHIP OF ORBITZ SITE AND USER INFORMATION

Orbitz Site:

Orbitz owns all intellectual property rights (including, without limitation, all copyrights, patents, trademarks and trade secrets) in connection with and in all versions of the Orbitz Site.

User Information:

You agree that customers who book from your web site or enter Programs through the Orbitz Affiliate Program ("Users") will be considered customers of Orbitz, and Orbitz will own all information generated by such Users. You agree that all Orbitz rules, policies and operating procedures (including but not limited to policies relating to User personal identification information, customer orders, customer service and ticket fulfillment) will apply to such Users. Orbitz reserves the right to change such rules, policies and operating procedures at any time.

TRANSACTION FEES

You are eligible to earn commissions on sales of airline tickets, car rentals, cruises, hotel reservations, packages (which include Air/Hotel; Air/Hotel/Car; Hotel/Car; Air/Car; Hotel-in-Air), or attractions and services for which a user follows a Link from your site or Programs to Orbitz, and completes a booking. The Orbitz Affiliate Program will track bookings from your site or Programs; only bookings that are tracked by the Orbitz Affiliate Program Tracking System will be paid. Under the currently used technology, Orbitz places a cookie on the customer's computer as he/she is referred from your link to the Orbitz website, to identify your website as the referring source. Commissions will be paid for bookings occurring within 1 day (cookie length) from the User initially clicking on the Link. Transactions will be credited to the last cookie placed. Orbitz will not pay commissions for bookings involving fraudulent or other unauthorized activity or transactions from any site or Program that were not specifically approved by Orbitz and has the right to deny payment if it discovers such activity. Commissions for bookings shall be calculated exclusive of any taxes and fees, promotional codes or loyalty adjustments, or other discounts. You shall not be entitled to payment in the event that: (i) a booking is offset, canceled, refunded, rebated, reduced or there is a similar deduction or allowance made to the booking or Merchant has not received payment in full from a customer (credit card authorization is pending, denied, disputed or otherwise); (ii) a customer cannot be tracked through the Link, an error or omission exists due to underlying data or to any intentional or inadvertent deletion or disablement by you of any tracking code, technology, the Link or otherwise, or the customer does not complete the transaction via the Link made available to you; or (iii) any payment to you is returned as undeliverable. In the event that Orbitz has submitted to you any payment to which you are not entitled, you agree to provide a full and prompt refund to Orbitz.

Payment:

Each payment submitted to you hereunder shall be based upon a report setting forth, in reasonable detail, the number of each qualifying booking, if any, completed during the prior month. If you dispute the content of any report provided hereunder, you shall notify Orbitz, in writing, within five (5) days following the end of such disputed month, after which time such report, and any payment related thereto, shall be deemed final and correct and uncontestable. Any dispute between Orbitz and you regarding such report shall be investigated and resolved by and between Orbitz and you.

PROMOTIONAL OFFERS

From time to time, Orbitz shall make available to you, at Orbitz's sole discretion, a unique promotion code or coupon to be offered exclusively to your members (the "Offer").

The Offer will come with offer-specific terms and conditions (the "Offer Terms and Conditions"). You represent and warrant that you will provide the Offer Terms and Conditions within one click of the Offer. At any time upon notice to you, Orbitz may, in its sole discretion, (i) change the Offer, including replace the unique promotional code or coupon, (ii) establish a cap on the number of times a unique promotional code or coupon may be used, and (iii) change the Offer Terms and Conditions. Orbitz shall pay you only on the final amount of a booking, after all Offers and other discounts have been applied and reserves the right to adjust commissions payable to you on any bookings with an associated promotion code or coupon. Further, Orbitz reserves the right to withhold all commission amounts for bookings tied to promotion codes or coupons that have not been approved for distribution via the affiliate channel, including but not limited to promotion codes that use "TRAVEL" or "CTX" as part of its identifier Orbitz shall own all rights, title and interest to the Offer and Offer Terms and Conditions. You shall not edit, change or alter the Offer or Offer Terms and Conditions in any manner without Orbitz's prior written approval. The licenses and restrictions to the Orbitz Marks in this Agreement shall apply to the Offer and the Offer Terms and Conditions, provided that such license to the Offer and the Offer Terms and Conditions shall terminate upon termination of the Offer.

OTHER IMPORTANT TERMS

Confidentiality:

Except with the consent of the other party, each party agrees that all information concerning the other party, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, will remain confidential and will not be utilized, directly or indirectly, by such party for any purpose except and to the extent (a) necessary to complete obligations under this Agreement or (b) that any such information is known or available to the public through a source or sources other than such party or any affiliate of such party.

Disclaimer:

WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE ORBITZ SITE OR ITS PERFORMANCE, AVAILABILITY OR FUNCTIONALITY. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT FROM ORBITZ ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

Representations and Warranties:

You represent and warrant that a) you are not an Ineligible Party b) you are the sole and exclusive owner of your Marks and have the right to grant to Orbitz the license to use them as described in this Agreement c) your web site and Programs are in compliance with all applicable laws and regulations and do not contain any material that is fraudulent, defamatory or obscene d) you, if you are a company, are duly organized, validly existing and in good standing, and are qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out your obligations under this Agreement e) your execution, delivery and performance of this Agreement will not violate or constitute a default under any agreement to which you are a party f) you have the legal capacity and power to execute, deliver and perform this Agreement g) this Agreement has been duly and validly executed and delivered by you by clicking on the "I Accept" button at the end of this Agreement and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms h) you have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party i) you have sufficient right, title, and interest in and to your materials to grant the rights granted to us in this Agreement j) there is no pending, or to the best of your knowledge, threatened claim, action or proceeding against you, or any affiliate of yours, with respect to your execution, delivery or performance of this Agreement, or with respect to the materials you will deliver under this Agreement, and, to the best of your knowledge, there is no basis for any such claim, action or

proceeding, and (k) you do not have any past, or existing claims against Orbitz. These representations and warranties survive termination or expiration of this Agreement.

Limitations of Liability:

WE WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL ORBITZ'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES ACTUALLY PAID TO YOU UNDER THIS AGREEMENT.

Indemnification:

You agree to indemnify, defend and hold harmless Orbitz and its employees, representatives, agents and corporate affiliates (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim (i) that the use of any material provided by you infringes on any copyright, patent, trademark, trade secret or any other intellectual property or other right of any third party, (ii) resulting from your breach of this Agreement, or (iii) related to your web site or Programs, including, without limitation, content therein not attributable to us. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Party in connection with or arising from any such claim, suit, action, or proceeding.

Miscellaneous:

a) Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship b) You may not assign your rights or obligations under this Agreement to any party c) You understand that we may at any time, directly or indirectly, engage in similar arrangements on terms that may differ from those contained in this Agreement, or we may operate web sites that are similar to or compete with your web site and Programs d) You have independently evaluated this Agreement and are not relying on any representation, guarantee, or statement from us or anyone else, other than as expressly set forth in this Agreement e) THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. YOU CONSENT TO THE EXCLUSIVE JURISDICTION IN THE STATE AND/OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS IN ANY DISPUTE INVOLVING THIS AGREEMENT f) Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both you and us. Our waiver of any breach or default will not constitute a waiver of any different or subsequent breach or default g) This Agreement represents the entire agreement between Orbitz and you and supersedes all prior agreements and communications we may have had with respect to the subject matter hereof, oral or written h) Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), commercial impracticability, embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction or any other cause beyond the reasonable control of such party i) If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein j) The headings and titles contained in this Agreement are included for convenience only, and will not limit or otherwise affect the terms of this Agreement.

Exhibit A

ORBITZ SEARCH ENGINE KEYWORD LIST

Company shall (1) add the following lists of keyword terms to their NEGATIVE BROAD MATCH and NEGATIVE EXACT MATCH lists for every search engine used (2) not bid on or purchase as a search engine keyword any of Orbitz's trademarks, any derivation or misspelling of Orbitz's trademarks, or any terms containing Orbitz's trademarks, or (3) not use any "spyware" or any other service that misdirects users from Orbitz.com, including without limitation the following:

orbitz	cheap tickets com
orbitzcom	cheap tickets.com
wwworbitzcom	cheap tickets;com
wwworbitz	cheapticketz
orbit	hotelclub
orbits	hotel club
obitz	hotelclub.com
orbiz	hotelclub.net
www.orbitz.com	
orbitz.com	ratestogo
orbitz.com.	rates to go
orbit.com	rates2go
	ratestogo.com
cheaptickets	ebookers
cheapticket	e bookers
wwwcheapticketscom	e-bookers
www cheaptickets com	ebookers.com
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www.cheaptickets.com	
cheaptickets.com	Lodging.com
cheap tickets	www.trip.com
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