

**Affiliate License Agreement
(Interactive Hotel Solutions, Inc.)**

Last Revised: 1/14/05

This Affiliate License Agreement is entered into by and between Interactive Hotel Solutions, Inc., a Missouri corporation, (“**Company**”) and the Affiliate designated in the applicable on-line registration form and which has acknowledged its acceptance of the terms and conditions of this Affiliate License Agreement (“**Affiliate**”).

Recitals:

A. Company owns and operates an internet-based travel reservation system, and in that connection owns and operates a proprietary internet booking engine, along with one or more travel agency ARC numbers (collectively, the “**Company Proprietary System**”), through which Company and various affiliated persons and entities book reservations.

B. Company, from time to time, may add additional product lines to the Company Proprietary System, and upon notice to Affiliate by Company announcing the availability of such product lines and the applicable compensation schedule, Affiliate may access the system for reservations with respect to such products in accordance with the terms of this Agreement and the compensation schedule then imposed by Company for such new and additional product lines.

C. Company has agreed to provide Affiliate non-exclusive access to and use of the Company Proprietary System on the terms and conditions set forth in this Agreement.

Now Therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Affiliate agree as follows:

1. Defined Terms. The terms set forth in this Section are defined as follows:

(a) "Advantage Fee" means an additional flat or tiered fee the Affiliate may elect to charge an Affiliate Customer when booking a reservation at a published rate through the Affiliate Site; provided that such fee is fully and properly disclosed to such Affiliate Customer on the Affiliate Site or Company Proprietary Link. Company reserves the right to impose a cap on Advantage Fees.

(b) "Affiliate Customers" mean customers who seek, book and purchase hotel reservations travel from the Affiliate Site on or through use of the Company Proprietary System. An Affiliate Customer will also be deemed a customer of Company.

(c) "Affiliate Site(s)" means the world wide web site(s) owned and operated solely by Affiliate through which an Affiliate Customer may search for, request and book a hotel reservation, and specifically excludes any other world wide web site(s), including, without limitation, any such sites owned by the Company or any other affiliate of the Company.

(d) "Company Proprietary Link" means the hypertext pointer (whether in graphical, text or other format) identified by its URL designation provided to Affiliate by Company for placement on the Affiliate Site, which when activated through a user interface, directs and forwards an Affiliate Customer to the Company Proprietary System.

(e) "Confidential Information" means all information, data and material of any kind, nature or description (whether represented in a tangible or an intangible form) relating in any way to either party's company or business (or business prospects), which is directly or indirectly disclosed orally, in writing, electronically or by any other means to the other party, including, without limitation, trade secrets, marketing and business plans, financial information, customer information, data, source code, technical specifications, the terms of this Agreement and all other non-public information and know-how of either party which is disclosed or acquired by the other party hereto in connection with this Agreement, and which at the time of disclosure is either designated as proprietary and/or confidential, or if not so designate, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential.

(f) "Content" means all data, text, images, animation, video, audio, graphics, photographs, artwork and other similar materials, owned or licensed by Affiliate and placed on the Affiliate Site(s). For purposes of this Agreement, Content expressly excludes the Company Proprietary System and the Company Proprietary Link(s) which is the Intellectual Property of Company and to which Company retains sole Intellectual Property Rights.

(g) "Intellectual Property" means, without limitation, a party's proprietary trademarks, trade dress, trade names, corporate names, works of authorship, ideas, know-how, methods, techniques, engineering designs, discoveries, inventions, innovations, software programs, data or firmware, processes, procedures, inventions, information, symbols, data, pictures, drawings, designs, or systems, whether written or electronically generated, displayed, reproduced, stored or recorded in any manner, and all derivatives, modifications, improvements, enhancements, and discoveries conceived of or arising therefrom.

(h) "Intellectual Property Rights" means the right, title, and interest of a party in and to its Intellectual Property, including without limitation, patent applications, patents, copyrights, trade secrets, registered and common law rights in trademarks (including the goodwill associated therewith), and other proprietary rights arising in connection with such party's Intellectual Property. Company shall at all times retain exclusive ownership and Intellectual Property Rights in and to the Company Proprietary Link and Company Proprietary System.

2. Obligations of Affiliate.

(a) Affiliate Site(s) Costs. Affiliate shall bear all costs related to the development, operation, and maintenance of the Affiliate Site(s). No Affiliate Site shall (i) contain any Content that is obscene, pornographic, profane, fraudulent, libelous or defamatory, (ii) contain advertisements for obscene, pornographic, profane, fraudulent, or otherwise offensive or adult-oriented products, services or sites, or (iii) contain any hyperlinks to any other Internet site containing such content or advertisements. Company shall have the right to reject and refuse access to the Company

Proprietary System by any Affiliate Site containing any such objectionable material, in the sole determination and discretion of Company. Affiliate shall, at its sole expense, promptly and regularly monitor all Affiliate Site(s) and modify the Affiliate Site(s) as necessary to comply with this Section 2(a).

(b) Affiliate Site Updates. Affiliate agrees to place the Company Proprietary Link and all other relevant information provided by Company to Affiliate on those pages of the Affiliate Site which the parties reasonably agree pertain to Company's business. Company performs periodic updates to the Company Proprietary System, and Affiliate shall, at its sole expense, promptly and regularly update the Affiliate Site(s) to ensure that all information and Content is accurate and timely and that the Company Proprietary Link(s) function properly.

(c) Observance of Laws. Affiliate hereby covenants that at all times during which this Agreement is in force, Affiliate, and the Affiliate Site(s), shall comply with, and not violate in any respect the Intellectual Property Rights of Company or any third party, or any other law, rule, or regulation applicable to the subject matter of this Agreement or Affiliate's performance of its obligations hereunder.

(d) Monitoring. Affiliate acknowledges and agrees that Company shall have the right to monitor any Affiliate Site at any time and without prior notice, but by virtue thereof shall have no responsibility or liability with respect to the Affiliate Sites or any Content thereon. Affiliate shall reasonably consider and implement any updates or changes that Company may reasonably suggest or determine with respect to the Affiliate Site(s).

(e) Privacy Rights. Affiliate shall adopt and publish on each Affiliate Site in a conspicuous and easily accessible manner an appropriate privacy rights statement with respect to the use by Affiliate Customers and third parties of the Affiliate Site, which privacy statement shall be in compliance with all laws, and otherwise not be significantly different in substance from that published from time to time by Company on its respective websites. Affiliate shall be solely responsible for compliance with all privacy laws, obligations and policies, at its sole expense, and shall comply with any Company privacy policy as applicable.

3. Obligations of Company.

(a) Affiliate Customer Service. Company shall have the exclusive right to handle all customer service issues resulting from hotel bookings through the Company Proprietary System which are originated on an Affiliate Site; provided, that Affiliate shall remain solely responsible for any misrepresentations in or other violations of this Agreement with respect to any Affiliate Site.

(b) Company Proprietary System. Company shall be responsible for the development, operation and maintenance of the Company Proprietary System as used by Affiliate Customers, and shall perform periodic updates to the Company Proprietary System. Except for the commission payments made to Affiliate under the compensation schedule set forth in Exhibit A, Company shall retain all revenues that are generated from the Company Proprietary System. Company shall be solely responsible for providing the content and materials to be used with the

Company Proprietary System. Company shall periodically update the content and functionality of the Company Proprietary System.

4. Non-exclusive. Affiliate and Company acknowledge and agree that this Agreement is non-exclusive, and Affiliate and Company reserve the right to contract with third parties for similar services, as each deems appropriate, in their respective sole discretion.

5. Compensation. Company agrees to pay the Affiliate compensation calculated as set forth on Exhibit A.

6. Reporting and Payment. Booking statistics relating to Affiliate, may be accessed by Affiliate on the Company Proprietary System by Affiliate providing Affiliate's unique user name and password. Affiliate agrees that Company will be the only party to bill and collect booking commissions, fees and related charges from any travel supplier. Affiliate shall not collect booking commissions, fees or any other charges or directly contact any hotels or other travel suppliers regarding any compensation, fees or charges earned hereunder, and Affiliate shall be paid only as provided on Exhibit A. Company shall provide Affiliate reasonably appropriate detail support with respect to each applicable transaction and the related collection process, either in electronic format or by accessing the Company Proprietary System reports.

7. Representations and Warranties.

(a) Mutual Representations and Warranties. Each party hereto hereby represents and warrants as follows: (i) it has the corporate power and authority to enter in to this Agreement; (ii) execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action by or on behalf of said party; (iii) it has the right to carry out all obligations set forth in this Agreement.

(b) Affiliate Warranty. Affiliate hereby represents and warrants that it owns or has the legal right to provide the Content located on the Affiliate Site(s), and that such Content does not violate or infringe the Intellectual Property Rights of Company or any third party, or violate any applicable law, rule, or regulation.

(c) Disclaimer. The Company Proprietary System is provided "as is." Except as otherwise expressly set forth in this Agreement, Company makes no representations or warranties with respect to the use, access, or operation of the Company Proprietary System. ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXCLUDED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED, AND WHETHER OR NOT COMPANY'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY COMPANY FOR AFFILIATE'S USE OR PURPOSE.

8. Indemnity.

(a) By Affiliate. Affiliate shall defend, indemnify and hold harmless Company, and Company's affiliates, officers, customers, employees, and directors (each a "**Company Indemnified Party**") from and against any and all losses, claims, damages, expenses and liabilities of any kind whatsoever, including, but not limited to, legal fees and expenses incurred in enforcing this indemnity (collectively "**Damages**"), to the extent such Damages were caused by (i) any breach or default by Affiliate of any of its obligations under this Agreement, or (ii) the violation by Affiliate of any laws, rules or regulations applicable to this Agreement, or (iii) a finding by a court of competent jurisdiction that Affiliate has infringed or violated the Intellectual Property rights of Company or any third party in connection with Affiliate's performance under this Agreement, including, without limitation, any infringement or violation arising from the manner of use or display of any Content or Intellectual Property of Company or a third party on the Affiliate Site(s). The Company Indemnified Party shall promptly provide to Affiliate written notice of any claim which the Company Indemnified Party believes falls within the scope of this indemnification.

(b) By Company. Company shall defend, indemnify and hold harmless Affiliate, and Affiliate's affiliated companies, officers, customers, employees, and directors (each an "**Affiliate Indemnified Party**") from and against any and all losses, claims, damages, expenses and liabilities of any kind whatsoever, including, but not limited to, legal fees and expenses incurred in enforcing this indemnity (collectively "**Damages**"), to the extent such Damages were caused by (i) any breach or default by Company of any of its obligations under this Agreement, or (ii) the violation by Company of any laws, rules or regulations applicable to this Agreement, or (iii) a finding by a court of competent jurisdiction that Company has infringed or violated the Intellectual Property rights of Affiliate or any third party in connection with Company's Content or the Company Proprietary System. The Affiliate Indemnified Party shall promptly provide to Company written notice of any claim which the Affiliate Indemnified Party believes falls within the scope of this indemnification.

(c) Responsibilities of Indemnifying Party. Upon reasonable notice from the Company or Affiliate Indemnified Party (as applicable), the indemnifying party hereunder will, at its expense, (a) defend against or settle all applicable claims for which it is obligated to indemnify the Company or Affiliate Indemnified Party (as applicable) and (b) pay all related costs and attorneys' fees. The indemnifying party will have sole control of the settlement or defense of all claims, but the Company or Affiliate Indemnified Party (as applicable) may participate in the defense or settlement at its own expense.

9. Confidential Information. Each party (as a "**Receiving Party**") agrees that all Confidential Information of the other party (as a "**Disclosing Party**") shall remain the exclusive property of the Disclosing Party and shall not be used by the Receiving Party for any purpose other than as expressly provided under this Agreement. Each Receiving Party undertakes to retain in confidence the Confidential Information of the Disclosing Party; provided that a Receiving Party may disclose the terms and conditions of this Agreement to its immediate legal, financial and technical consultants in the ordinary course of its business. Each Receiving Party agrees to use commercially reasonable efforts to protect Confidential Information of the Disclosing Party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. The foregoing restrictions shall not apply to any information

that: (a) was known by the Receiving Party prior to disclosure thereof by the Disclosing Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party. Upon request of the Disclosing Party, or in any event upon any termination or expiration of this Agreement, each party shall return to the other all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party. The provisions of this Section 9 shall survive the termination of this Agreement. Each party acknowledges that damages for improper use or disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or equity for a breach hereof.

10. Limitation of Liability and Damages. EXCEPT FOR THE PARTIES' MUTUAL INDEMNITY OBLIGATIONS UNDER SECTION 8, OR A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

EXCEPT FOR DAMAGES ARISING UNDER SECTIONS 8 OR 9, NEITHER PARTY'S LIABILITY (WHETHER ARISING IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY) TO THE OTHER UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF THE PRODUCTS OR SERVICES RENDERED BY SUCH PARTY UNDER THIS AGREEMENT SHALL EXCEED THE AGGREGATE AMOUNT OF REVENUE PAID BY COMPANY TO AFFILIATE DURING THE TWELVE MONTH PERIOD WITHIN WHICH SUCH LIABILITY AROSE.

10. Effective Date. This Agreement shall be effective upon the date Affiliate acknowledges its acceptance of the terms and conditions of this Agreement, and submits same to Company for approval, in each instance as confirmed on the electronic registration process. Company reserves the right to reject any acceptance or terminate this Agreement in its sole discretion.

11. Term and Termination of Agreement.

(a) Term. The term of this Agreement shall be for a period of one year beginning on the Effective Date (the "**Initial Term**") unless terminated earlier as provided herein. Upon expiration of the Initial Term, this Agreement shall renew for successive one (1) year terms unless either party shall give the other notice of its desire not to so renew the term no less than sixty (60) days prior to the expiration of the then-current one (1) year term (the Initial Term and each such renewal term, collectively, the "**Term**").

(b) Termination. Company or Affiliate may terminate this Agreement at any time, with or without cause, immediately upon electronic or written notice to the other party specifying the date of such termination. Electronic or written notice shall be effective upon confirmed receipt, if given by personal delivery, certified mail, confirmed facsimile transmission, or other confirmed electronic communication (such as email). Upon termination, Affiliate shall no longer have access and shall cease any use of the Company Proprietary System. Any such termination shall be with full reservation of all rights and remedies, which may arise from any breach or default by either party hereto.

12. Miscellaneous.

(a) Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, equipment, software or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

(b) Relationship of the Parties. Notwithstanding anything to the contrary, this Agreement does not and shall not be deemed to constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. Specifically, Affiliate shall not be authorized to incur any liability or obligation on behalf of or in the name of the Company.

(c) Press Releases/Announcements/Collateral. All press releases, announcements, or collateral materials referring to this Agreement must be approved by both parties before being released to the press or any third party.

(d) Applicable Law. This Agreement shall be accepted by Company at its home office and will be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and performed in that state without regard to conflict of law principles. Any action or proceeding initiated with respect to this Agreement or any dispute arising hereunder or in any manner between the parties hereto shall be subject to the exclusive jurisdiction of the state and federal courts located in Springfield, Greene County, Missouri, and each party submits and consents to the personal jurisdiction of such courts for this purpose.

(e) Assignment. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party; except that either party may, without the other party's consent, assign this Agreement or any of its rights or delegate any of its duties under this Agreement: (a) to any Affiliate of such party; or (b) to any purchaser of all or substantially all of such party's assets or to any successor by way of merger, consolidation, public offering of securities or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective permitted successors and assigns.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties, and may only be amended by a writing signed by Company.

Interactive Hotel Solutions, Inc.

By: Jason Harris, Vice-President

EXHIBIT A

Standard Affiliate Compensation Schedule Interactive Hotel Solutions, Inc.

Last Revised: 8/19/2004

Company agrees to pay Affiliate compensation according to the following schedule with respect to hotel reservations booked by Affiliate Customers through the Company Proprietary System:

(i) Sixty percent (60%) of the Industry Standard Commission paid to Affiliate with respect to all fulfilled, consumed and commissionable hotel rooms booked by Affiliate Customers through the Company Proprietary System other than Net Rate Hotel Rooms, provided that if Company collects less than the Industry Standard Commission with respect to such bookings, the compensation rate will be sixty percent (60%) of the amount actually received by Company. Company will pay such compensation to Affiliate on a weekly basis, in arrears, no later than each Friday the week following receipt by Company of the applicable commissions or compensation with respect to such bookings. For purposes of this Agreement, the "Industry Standard Commission" is acknowledged to currently be 10% of the room rate with respect to domestic hotels and 8% of the room rate with respect to international hotels. The parties acknowledge that the Industry Standard Commission is subject to change.

(ii) Six percent (6 %) of the gross amount of the room rate, exclusive of taxes, credit card fees, credits, added charges, refunds, service fees and adjustments, paid by Company to Affiliate for a consumed booking for hotel rooms for which the rental rate is contracted by Company in advance on a net rate basis ("Net Rate Hotel Rooms"). Compensation with respect to Net Rate Hotel Rooms shall be paid on a weekly basis, in arrears, no later than the Friday of each week following the week in which such Net Rate Hotel Rooms are reconciled. A room shall be considered reconciled upon checkout by the guest for the stay reserved by an Affiliate Customer through the Company Proprietary System.

(iii) Fifty percent (50%) of collected Advantage Fees applicable to bookings by Affiliate Customers through the Company Proprietary System, net of refunds and credits. Compensation with respect to Advantage Fee shall be paid on a weekly basis, in arrears, no later than the Friday of each week following the week in which such Advantage Fee is collected.