trx®

**Proposal to provide Automated Travel Management Services**
**For the State of West Virginia**
**RFP Number AUD093310**

**TRX, Inc.**
**2970 Clairmont Road, NE**
**Suite 300**
**Atlanta, GA 30329**
**www.trx.com**

**Primary Contact – Joshua Kronman, Manager Business Development**
**josh.kronman@trx.com**
**(404) 394-8548**

**Authorized Person – Shane Hammond, President & CEO**

**Signature**________________________ **11 DEC 2008**

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## Executive Summary

### The State of West Virginia's Travel Profile

The State's travel purchasing today is somewhat decentralized. A significant amount of travel is performed by higher education institutions (notably West Virginia University and Marshall) whose constituents are comfortable booking their own travel online, and often through leisure websites. The State has a single, designated travel agency – National Travel – though its use is not mandated. Visibility into the travel spend is limited as a result of this decentralized purchasing.

### RFQ Keys to Success

1. Centralize travel through implementation of a mandated card program.
2. Select the best possible end-to-end travel and expense solution.
3. Leverage reporting to increase travel spend visibility in order to:
    a. Ensure travel policy compliance.
    b. Negotiate improved rates with suppliers.
4. Communicate the value of managed travel to higher education travelers.
5. Identify additional opportunities for savings.

### About TRX

TRX has been a global leader in travel technology for more than 20 years. Today TRX serves the entire travel industry – from airlines, to travel agencies, to purchasing card issuers, to private corporations, and government entities. More than 70 million tickets will be processed through TRX's technology this year, or roughly two tickets every second. But TRX serves a range of clients, from the local brewery that books a couple tickets each month to the mega travel agency that books a couple million. Notably, TRX solutions are deployed within nine US state governments and serve several federal agencies as well. The State will benefit from decades of TRX experience and the scale of TRX's solutions.

### TRX's Solution

TRX's solution to this RFQ includes world-leading solutions in online booking, profile management, expense management, and data reporting.

- Online Booking: TRX RESX
- Profile Management: TRX RESX Profiler
- Expense Management: DATABASICS.ExpenSite
- Data Reporting: TRX TRAVELTRAX

### Online Booking and Profile Management

RESX is an online booking and profile management platform that features:

- An easy-to-use interface for booking air, car, hotel, and rail. A trip can be booked in as little as four clicks.
- Powerful search capabilities that reveal inventory which meets or exceeds online leisure sites, including web fares and supplier-direct connections with select airlines.
- Application of State-negotiated discount contracts, enforcement of preferred vendors, and the enforcement of State travel policy at an agency, department, and traveler level.
- Seamless integration with the ExpenSite expense management tool and automatic population of expense reports.
- Self-creation and maintenance of traveler profiles. Easy CSV flat-file creation of profiles from the payroll system.
- Anytime, anywhere access either through the internet or a smart phone. Offline/agent-assisted reservations can also be synchronized with RESX.

### Expense Management

ExpenSite is a complete employee expense reporting solution that features:

- A newly revised user interface with industry-leading appearance and ease of use.
- Pre-trip authorization via e-mail. For mileage-based trips, a route can be plotted via Google maps and government mileage rates can automatically be applied.
- Project-specific (ex. a conference) reporting that can automatically update from Microsoft Project.
- Employee advances on expenses in accordance with identified per diems.
- Receipt imaging of all reports.
- Seamless integration with all State ERPs (Oracle, Reimus, BANNER, and WVFIMS).

**Travel Data Reporting**
The TRAVELTRAX solution, which provides the reporting available through RESX, features a dashboard reporting tool to present data in a simple, intuitive format, making it easy to track travelers, control spending, maintain budgets, reduce travel expenses, and manage supplier contracts.

TRAVELTRAX will consolidate and normalize data from a wide variety of sources (National Travel, ExpenSite expense management, the State's Mastercard travel cards, and the State's GDS reservations) to improve the accuracy and quality of your information, simplifying the management of your travel program. Travel and financial data are consolidated to generate accurate, intuitive reports.

- Accurate and complete information
- Single-source consolidation
- Dashboard display
- Customizable views
- Global integration – works seamlessly with data and systems from 75 countries

**Competitive Differentiators**

- Online Booking and Profile Management
  TRX's RESX and our competitors' products are very similar in functionality. Both feature seamless expense management integration. Online booking is unlikely to be a point of differentiation for either vendor, but TRX's experience in supporting government clients (especially state governments) is noteworthy.
- Expense Management
  DATABASIC's ExpenSite product is superior to our competition. It does a better job of inter-departmental billing and streamlines accounting procedures better than our competitors. Features like the Google map for pre-trip approval on mileage-based trips are unique and useful. And the redesigned interface is the best in the industry, bar none. Our competition will emphasize e-receipts, which is an innovative offering, but that service is largely incompatible with the State's travel profile. The State's car company (Enterprise) is not supported, and most of the State's negotiated hotels (Econolodge, Quality Inn, Days Inn, Sleep Inn, Super 8, Best Western, etc.) are also not supported.
- Travel Data Reporting
  TRX has included its reporting and analytics software at no additional cost while our competitors often charge an additional amount as an ancillary service. TRX shines the brightest in data reporting (TRAVELTRAX), which is possibly the most important aspect of the RFQ, and will be necessary to facilitate vendor negotiations and drive travel behavior changes. It is a testament to TRX's product that we count both the GSA and Mastercard (the State's current travel card) as travel data reporting clients. TRX automatically presents its data in a user-friendly, interactive travel dashboard. TRX offers dozens of standard reports, while our competition has only custom reports, forcing some users to hire a consultant to develop Cognos reports. TRX can report on National Travel's back office data, including offline (phone) reservations, which our competition cannot. And finally TRX will pull in 2008 historic travel data from National Travel and Mastercard.
- Future Savings Opportunities
  TRX offers two services that are beyond the scope of this RFQ, but that would be worth future consideration. First, TRX could consult with the State on negotiating the best rates for air and hotel discounts. Second, TRX could implement an auto-ticketing solution, which reduces the cost of fulfillment with the agency. Neither of these services is offered by our competitors. TRX can also facilitate negotiations with any potential new travel agencies, as the only independent solution in the market today.

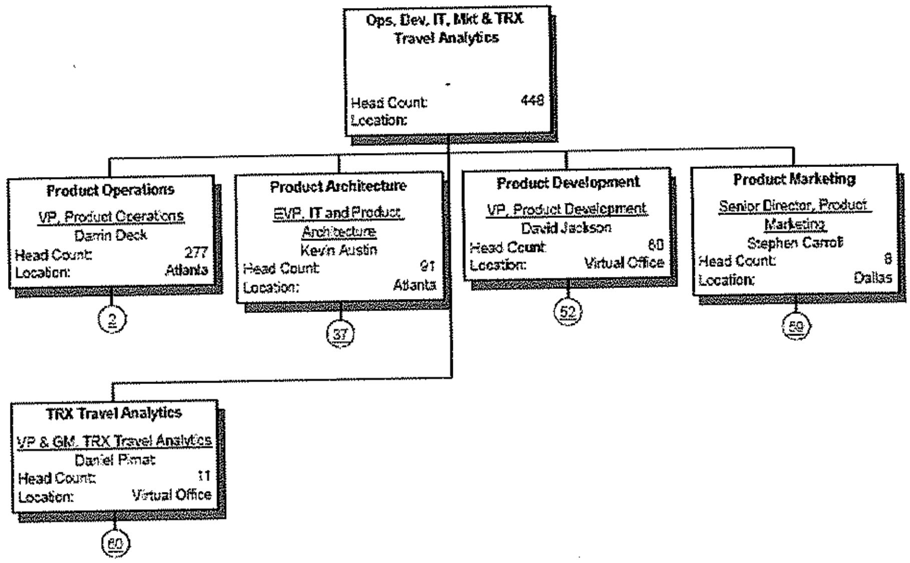
**Summary**
TRX is one of the world's largest travel technology providers and is well-positioned to provide a solution for the State of West Virginia. The combination of functionality from the RESX booking tool, to the expense management provided through integration with DATABASICS, to the comprehensive reporting provided through TRAVELTRAX, offers an unparalleled end-to-end solution to meet the demands of your travelers. TRX can serve all of the State's current needs and will strive to work as a true partner in generating new savings ideas in the future.

All of us at TRX and DATABASICS appreciate the opportunity to respond to your automated travel management RFP and look forward to delivering a solution consistent with your dedication to perfection.

## Section 1 – Organizational Experience, Size, and Qualifications

TRX employs approximately 800 associates in 8 locations around the world. All the work proposed herein will be provided and supported through team members in our Atlanta, GA and Dallas, TX locations.

### TRX, Inc. Operations Organizational Structure




TRX commits to a strong team of qualified personnel to work with West Virginia throughout the life of this project, including a dedicated business development lead, implementation specialist, technical account manager, and oversight by the Senior Director of Client Services and ultimately the Chief Operating Officer for product management. While resumes are not attached to this proposal, TRX is happy to make those available should our solution be selected as a finalist.

TRX is a publicly-held company, traded on the NASDAQ under the symbol TRXI. TRX is committed to a strong, healthy, and growing company. We have the long-term support of our shareholders and Board of Directors. TRX has a strong balance sheet and cash flow to operate the company as well as invest in growth opportunities in travel technology and data services. The recent TRX transformation plan will align costs with revenues, while giving us a base of building even better quality into our products. Please see the following link for current and up-to-the-minute information on TRX financial information http://www.trx.com/wps/wcm/connect/Public/Company/Investors/.

TRX accounting department consists of a large staff fully integrated on PeopleSoft billing and accounting processes. Consolidated invoices with detailed summaries and invoicing are the normal routine of business for this department.

**References**

| | | |
|---|---|---|
| Lisa Kermode<br>Worldwide Travel Service Manager<br>Cargill<br>952.742.5197 | Michael Spooner<br>Travel & Relocation Manager<br>JCPenney Company<br>972.431.2833 | Shawn Geraghty<br>Senior Program Manager<br>Cerner Corporation<br>816.201.1238 |

TRX has attached a copy of our standard terms and conditions under which the services offered under this RFP are typically licensed. TRX would anticipate entering into a contract with the State of West Virginia with terms substantially similar to those shown in the attached document, taking into account those state restrictions on contracting as referenced in the Attorney Generals' memorandum included in the RFP package.

TRX Agreement Terms (12-8-08)

STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL
CHARLESTON 25305

DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

(304) 558-2021
FAX (304) 558-0140

# MEMORANDUM

TO: All State Purchasing Officers

FROM: Dawn E. Warfield
Deputy Attorney General

DATE: October 26, 2007

RE: WV-96 Agreement Addendum

The attached form WV-96 Agreement Addendum (revised 10/07) should be used whenever a vendor submits alternative contractual terms and conditions for your signature. Often, these are on preprinted forms that have not been amended or reviewed by the Purchasing Division of the Department of Administration or the Attorney General. The WV-96 Addendum was developed by the Purchasing Division and the Attorney General's Office to eliminate the most common conflicts with State law that are found in contract documents submitted for our review.

A WV-96 Agreement Addendum is not needed when State Purchasing terms and conditions are the only ones being used, and it is not a substitute for any other terms and conditions. It is intended to *amend* documents submitted by a vendor, and has no significance standing alone. The WV-96 must be dated on or *after* the signature date on the vendor's quote or agreement, and must be signed by the *same persons* who signed the vendor's agreement. As a general rule, the vendor should sign first on any contract documents. If they refuse to sign the WV-96 Addendum, you should *not* sign their documents.

Most of the provisions of the WV-96 Addendum are not negotiable. This is particularly true when the WV-96 has been made a mandatory part of an RFP or RFQ – in which case *none* of its provisions are negotiable. Therefore, when a vendor objects to certain items in the WV-96, please *do not* amend, retype or otherwise alter the Addendum (or allow them to do so), and *do not* sign any Addendum that has been altered without the prior written approval of the Purchasing Division and me. Instead, you should request that the vendor submit their objections and any proposed alternative language to you in writing, and forward them to me for review, using one of the following procedures:

1. If the final contract will be awarded through the Purchasing Division, the state Buyer should send me a copy of the Purchasing file, with all relevant documents such as the RFP or RFQ, the vendor's quote, their proposed terms and conditions, and their written objections to the WV-96 with proposed alternative language, if any.

(OR)

2. If the contract will be issued under an agency's delegated purchasing authority, the agency procurement officer should send me copies of all relevant contract documents, including the vendor's quote, their proposed terms and conditions, and their written objections to the WV-96 with proposed alternative language, if any.

Due to legal requirements for the procurement of contracts over $25,000, I cannot accept a request from an agency procurement officer to negotiate a WV-96 for a contract to be issued by the Purchasing Division. Additionally, please *do not* tell vendors to contact me directly. Without the relevant contract documents to place their issues into context, it is impossible for me to negotiate any resolution. It is also a waste of the agency's money, because I must bill for my time spent dealing with such matters. Once I have received the necessary information from you, I can usually reach a quick resolution with the vendor.

When dealing with these issues, we will normally require the name of the contact person who has the authority to negotiate and approve terms for the vendor. Usually this is a corporate attorney and not the sales person with whom you have been dealing. You should not attempt to negotiate the terms of the WV-96 Agreement Addendum with a vendor. Once an agreement has been negotiated, we will send copies of the approved terms to you or to the Purchasing Division for signature.

In some instances we have negotiated master terms and conditions with a vendor (such as IBM, Oracle or Microsoft, for example) that eliminate the need for a WV-96 Agreement Addendum. If you are told by a vendor that they have reached an agreement with the Attorney General's Office, ask to see that agreement *in writing*. You may call me to confirm such an agreement before signing any documents.

If you have any questions, I may be reached by telephone at 558-2021, by fax at 558-0140, or by e-mail at dawn.warfield@wvago.gov.

DEW/sc
Attachment (WV-96)

WV-96
Rev. 10/07

# AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY:** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

| **STATE OF WEST VIRGINIA** | **VENDOR** |
|---|---|
| Spending Unit: ____________ | Company Name: TKX, INC. |
| Signed: ____________ | Signed: [signature] |
| Title: ____________ | Title: PRESIDENT & CEO |
| Date: ____________ | Date: 11 DECEMBER 2008 |

App'd ATF TM Legal/Contracts

## TRX GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern the services provided by TRX under its Agreement with Client.

### 1. TERMINATION.

a. Termination. Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice thereof, provided the breach does not relate to a monetary obligation (in which case TRX may exercise its rights under Section 2(a) of these Terms). Either party may terminate this Agreement at the end of the initial term or any renewal term by providing the other party with ninety (90) days prior written notice. Termination of this Agreement does not constitute either party's exclusive remedy for breach or non-performance by the other party and each party is entitled to seek all other available remedies, both legal and equitable, including injunctive relief.

b. Insolvency. Should either party (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankruptcy; (iv) consent to the filing of a petition of bankruptcy against it; (v) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (vi) seek reorganization under any bankruptcy act; (vii) consent to the filing of a petition seeking such reorganization; or (viii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

c. Effect of Termination. Upon termination of this Agreement: (1) all rights and licenses granted to Client hereunder shall immediately cease; (2) TRX shall terminate Client's access to the relevant Services; (3) Client shall immediately cease use of the Services, in any manner whatsoever, and return all copies of documentation, marketing and other related materials to TRX; and (4) all payments owed TRX shall be immediately due and payable.

d. Survival. Where the context or wording of a section indicates, the terms of this Agreement shall survive its termination, including, without limitation, Sections 1(a), 1(c), 2(d), 3(a), 3(b), 3(c), 5, 6, and 8 hereof.

### 2. PRICING AND PAYMENT.

a. Fees. The fees for the Services provided hereunder are set forth in an exhibit to the Agreement. All Monthly Access Fees are due one month in advance, on or before the first of each month. Transaction Fees in excess of the Monthly Access Fee shall be billed monthly in arrears. All other payments are due within ten (10) days of receipt of invoice in immediately available U.S. Dollars, without withholding, deduction or offset Client shall pay interest on all amounts not paid within thirty (30) days of date of invoice at the rate of 1.5% per month, prorated daily, or the highest lawful rate, if less. TRX has the right to suspend or terminate Client's access to the TRX Services for non-payment upon ten (10) days written notice.

b. CPI. TRX shall, annually during the term of this Agreement, in its reasonable discretion and upon reasonable notice to Client, increase the fees the greater of 5% or the percentage increase in the Consumer Price Index for Urban Consumers (CPI-U), as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve (12) months preceding the notice by TRX of such increase in fees. In no event shall TRX increase its fees more than once annually (where such annual period is determined by the anniversary of the Effective Date).

c. GDS Fees. Unless otherwise stated herein, Client shall be responsible for all GDS fees, including but not limited to, scan hits, access, installation and maintenance of one or more GDS lines. The fees in the Exhibit(s) presume no incremental charges by the GDS to TRX for the use of the GDS computer system or network in the provision of the Services. Should the relevant GDS alter its pricing so as to increase TRX's cost of fulfillment herein, TRX shall increase the Service fees commensurate with the change.

d. Taxes. The service fees do not include any charge for taxes and Client is solely responsible for paying any and all national, state and local taxes (including any and all export/import taxes and customs duties) attributable to the Services rendered by TRX or any authorized distributor in connection with this Agreement, excluding only taxes based upon the net income of TRX or an authorized distributor.

### 3. TRX'S PROPRIETARY RIGHTS; NONDISCLOSURE.

a. TRX Ownership. TRX owns and shall retain all right, title and interest in and to the Intellectual Property Rights in the Services including without limitation all source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries and inventions, including without limitation any modifications, improvements or derivative works thereof and all works of authorship created, invented, reduced to practice, authored, developed, or delivered by TRX or any third-party, either solely or jointly with others, arising from this Agreement or any amendment to it, including without limitation all copies and portions thereto, whether made by or under the direction of TRX or Client ("TRX Intellectual Property").

b. TRX Intellectual Property Protection. Client shall not itself nor shall it permit any other party to:

(i) Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for any part of the Services; adapt, modify, or prepare derivative works or inventions based on any TRX Intellectual Property; or use any TRX Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the Services.

(ii) By any means sell, transform, translate, assign, pledge, mortgage, encumber, or otherwise dispose of any TRX Intellectual Property or any of the rights or obligations granted or imposed on Client hereunder. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Client under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; provided, however, this Agreement and the transactions provided for herein shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns.

c. Nondisclosure.

(i) The provisions of this Section 3(c) shall supersede and override any nondisclosure agreement between the parties, but only as related to delivery of the Services.

(ii) Client acknowledges that the Services, and other information provided by TRX to Client represent Proprietary Information of TRX and the source code that underlies the Services is a Trade Secret owned by TRX. TRX acknowledges that Customer Data may contain Proprietary Information of Client or its Customer. Each party agrees with the other (i) to hold the Proprietary Information in the strictest confidence; (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third-party, subject to the provisions of subsection (iv) below; (iii) not to make use of the Proprietary Information other than for the permitted purposes under this Agreement; and (iv) to disclose the Proprietary Information only to their respective representatives requiring such material for effective performance of this Agreement and who have undertaken an obligation of confidentiality and limitation of use consistent with this Agreement. Proprietary Information shall not include information which (1) is already known to the receiving party free of any restriction at the time it is obtained from the disclosing party; (2) is subsequently learned from an independent third-party free of any restriction and without breach of this Agreement, (3) is or becomes publicly available through no wrongful act of either party (4) is independently developed by one party without reference to any Proprietary Information of the other; or (5) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirements. Each party hereto shall institute internal operating procedures to assure limited access and use of Proprietary Information consistent with this Agreement, and shall exercise due care to monitor and ensure compliance with this Agreement. The nondisclosure and confidentiality obligations set forth in this Section 3(c) (ii) shall survive termination of this Agreement for any reason and shall remain in effect with respect to Trade Secrets for as long as the owner of such information is entitled to protection thereof and with respect to Confidential Information for a period of five (5) years after termination hereof.

d. Acceptable Use. TRX is certified under the U.S. Safe Harbor to the European Data Privacy Directive. Client's own privacy policy shall be no less protective of data privacy than the then-current TRX policy. Client and TRX shall not, and will not permit others to, engage in activities prohibited by such privacy policy (and will investigate and promptly report to each other any alleged violations thereof), including, without limitation: (i) intentionally accessing data not intended for use in delivering the Services hereunder; (ii) attempting to breach security or authentication measures without proper authorization or interfere with the software systems of either party or Services; (iii) taking any action in order to obtain Services to which Client is not entitled; or (iv) assisting or permitting any persons in engaging in any of the activities described above.

e. Reservation of Rights; Restrictions. No exclusive rights are granted by this Agreement. All rights or licenses not expressly granted to Client herein are reserved to TRX. During the term and for one (1) year thereafter, Client shall refrain from developing any software program or service substantially similar in functionality to the Services. TRX reserves the right, in its sole discretion and with prior written notice to Client, to modify, discontinue, add, adapt, or otherwise change any design or specification of the Services and/or TRX's policies, procedures, and requirements specified in or related hereto.

f. Remedies. The parties acknowledge that, in the event of a breach of Sections 3(a), 3(b), and 3(c) of these Terms, by either party, the other party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, both parties agree that either party shall be entitled to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction and terminate this Agreement immediately upon written notice to the other party. The rights of either party under this section shall not in any way be construed to limit or restrict the right to seek or obtain other damages or relief available under this Agreement or applicable law.

## 4. REPRESENTATION AND WARRANTIES.

a. By TRX. TRX represents and warrants that (i) it has all necessary rights, licenses and approvals required to perform its obligations hereunder, and to operate and provide the Services in accordance with this Agreement; and (ii) TRX's performance hereunder will be rendered using sound, professional practices in accordance with industry practices.

b. By Client. Client represents and warrants (i) it has all necessary rights, licenses and approvals required to perform its obligations hereunder; (ii) Client's obligations are not in conflict with any other Client obligations or agreement (in writing or otherwise) with any third-party; and (iii) Client will comply with all applicable foreign, federal, state and local laws, rules and regulations in the performance of its obligations hereunder.

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4, TRX MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SERVICES, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INFRINGEMENT, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. TRX DOES NOT WARRANT THAT ALL ERRORS CAN OR

WILL BE CORRECTED OR THAT THE SERVICES WILL OPERATE WITHOUT ERROR.

5. **INDEMNITY AND LIMITATION OF LIABILITY.**

a. By TRX. Except as expressly excluded elsewhere in this Agreement, TRX agrees to defend, indemnify, and hold harmless Client, and its directors, officers, employees, and agents from and against any and all third-party claims, demands, and liabilities, including reasonable attorneys fees, resulting from or arising out of: (i) the Services provided by TRX under this Agreement actually or allegedly infringing or violating any patents, copyrights, trade secrets, licenses, or other intellectual property rights of a third-party; (ii) any breach by TRX of its representations and warranties under this Agreement; or (iii) TRX's failure to comply with TRX's obligations under any and all laws, rules or regulations applicable to TRX or the Services provided under this Agreement.

b. By Client. Client agrees to defend, indemnify, and hold harmless TRX, TRX Affiliates, and each of their respective directors, officers, employees, and agents from and against any and all third-party claims, demands, and liabilities, including reasonable attorneys fees, resulting from or arising out of: (i) any breach of Client's representations and warranties under this Agreement; or (ii) Client's failure to comply with Client's obligations under any and all laws, rules or regulations applicable to Client under this Agreement, except to the extent such violation arises out of TRX's failure to comply with TRX's obligations hereunder.

c. Procedure. A party seeking indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") in writing of any claim for indemnification, provided, that failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Indemnified Party shall tender sole defense and control of such claim to the Indemnifying Party. The Indemnified Party shall, if requested by the Indemnifying Party, give reasonable assistance to the Indemnifying Party in defense of any claim. The Indemnifying Party shall reimburse the Indemnified Party for any reasonable legal expenses directly incurred from providing such assistance as such expenses are incurred. The Indemnifying Party shall have the right to consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim only with the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld; provided, however, that the Indemnified Party may withhold its consent if any such judgment or settlement imposes an unreimbursed monetary or continuing non-monetary obligation on such Party or does not include an unconditional release of that Party and its Affiliates from all liability in respect of claims that are the subject matter of the indemnified claim.

d. Limitation of Liability. THE PARTIES AGREE THAT EACH PARTY'S RESPECTIVE LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) IF ANY, FOR ANY DAMAGES RELATED TO THIS AGREEMENT SHALL BE FOR ACTUAL DAMAGES INCURRED AND SHALL NOT EXCEED THE FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS PRIOR TO THE CAUSE OF ACTION ARISING. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR OTHER DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

e. Web Fare Service Special Terms. TRX SHALL NOT BE LIABLE TO CLIENT FOR DAMAGES OF ANY KIND SUFFERED BY CLIENT AS A RESULT OF CLIENT'S USE OF THE WEB FARE SERVICE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS BROUGHT AGAINST CLIENT BY ANY THIRD PARTY. CLIENT EXPRESSLY ACKNOWLEDGES THAT IN NO EVENT SHALL TRX INDEMNIFY CLIENT FOR ANY THIRD PARTY CLAIMS WHATSOEVER. CLIENT IS AWARE THAT OPERATION OF THE WEB FARE FUNCTIONALITY IS PROVIDED BY A THIRD PARTY AND IS DEPENDENT UPON TRX'S ABILITY TO ACCESS THE PROPRIETARY INTERNET SITES OF THIRD PARTIES. IN NO EVENT SHALL TRX BE LIABLE TO CLIENT IN THE EVENT THAT A PORTION OR ALL OF THE WEB FARE SERVICE BECOMES UNAVAILABLE TO CLIENT DUE TO CAUSES BEYOND THE CONTROL OF TRX INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY CAUSED BY THE REQUEST OR ACTION OF THIRD PARTIES, TRX'S INABILITY THROUGH REASONABLE COMMERCIAL EFFORT (FUNCTIONALLY, BY FORCE OF LAW OR BY THREAT OF LEGAL ACTION) TO ACCESS CERTAIN PROPRIETARY INTERNET SITES OF THIRD PARTIES OR DOWNTIME, WHETHER OR NOT SCHEDULED, OF THIRD PARTY INTERNET SITES. IN THE EVENT OF SUCH UNAVAILABILITY, TRX SHALL HAVE THE RIGHT, IN TRX'S SOLE DISCRETION, TO SUSPEND OR TERMINATE CLIENT ACCESS TO THE WEB FARE SERVICE, IN WHOLE OR IN PART, IMMEDIATELY AND WITHOUT PENALTY. TERMINATION OR SUSPENSION OF THE WEB FARE SERVICE DOES NOT CONSTITUTE TERMINATION OF THIS AGREEMENT.

f. No TRX Liability. TRX will not be liable to Client for any claim or defect arising from or based upon (i) any alteration or modification of the Services by Client; or (ii) the compilation of Customer Data and submission to Client to the extent such compilation and submission are conducted strictly in accordance with Client's instructions and the terms hereof; or (iii) except with respect to TRX's obligation to maintain at all times during the term of this Agreement all of the rights necessary for TRX to provide the Services and perform all of its obligations hereunder, any other cause beyond the control of TRX or its Affiliates.

g. Risk Allocation. The parties expressly agree that this Agreement reflects the allocation of risks including the limitation of liability described in this Section 5. Any modification of such risk allocations would affect TRX's fees; and in consideration thereof, Client agrees to such risk allocations.

**6. NON-SOLICITATION.** The parties agree that during the term of this Agreement and for a period of two (2) years thereafter, Client shall not, directly or indirectly, recruit or solicit (excluding general hiring solicitations geared to the general public) any employee of TRX without the prior written consent of TRX.

**7. DISPUTE RESOLUTION.**

a. Informal Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, in prompt, amicable, and businesslike discussions between management level executives who have authority to settle the controversy. Either party may give written notice of any dispute relating to this Agreement not resolved in the ordinary course of business. Within fifteen (15) days of such written notice, the parties will agree upon a site and the representative of each party who will take part in the settlement negotiations.

b. Arbitration. Except for claims seeking injunctive relief for which court relief may be sought, the parties shall arbitrate any dispute resulting from or arising as a result of this Agreement. Any such arbitration shall be in accordance with the commercial rules of the American Arbitration Association ("AAA"). Any such arbitration shall be held in Atlanta, Georgia USA and directed by the AAA. Notwithstanding the foregoing or the then-current specified commercial rules of the AAA, the following shall apply with respect to the arbitration proceeding: (a) the arbitration proceedings shall be conducted by one (1) arbitrator selected by the parties, provided, if the parties fail to make such designation within five (5) days after receipt by the AAA of the demand for arbitration, the AAA shall make the appointment in its sole discretion (provided such arbitrator shall have experience and knowledge of software and service bureau transactions; and (b) the existence, subject, evidence, proceedings and rulings resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by either party, their representatives, or the arbitrator except: (i) to the professional advisors of each of the parties; (ii) in connection with a public offering of securities of either of the parties; (iii) as ordered by any court of competent jurisdiction; or (iv) as required to comply with any applicable governmental statute or regulation.

**8. GENERAL.**

a. Entire Agreement. This Agreement, including these Terms, the Exhibits, attachments, and schedules attached hereto, if any, represents the entire understanding and agreement between the parties, and supersedes any and all previous discussions and communications. No employee or agent of TRX and no distributor for TRX is authorized to make any additional representations or warranties related to the Services provided hereunder. Any subsequent amendments and/or additions hereto are effective only if in writing and signed by both parties.

b. Assignment. Client may assign any of its rights or duties under this Agreement only with the prior written consent of TRX. TRX may assign this Agreement and will undertake reasonable efforts to notify Client of such assignment. Subject to the foregoing limitation on assignment, this Agreement is binding upon and inures to the benefit of the successors and assigns of the respective parties hereto.

c. Governing Law. This Agreement is to be interpreted in accordance with the laws of the State of Georgia without regard to its conflicts of laws. Neither the United Nations Convention on the International Sale of Goods, nor the Uniform Computer Information Transactions Act shall apply to this Agreement.

d. Headings. Headings of paragraphs in this Agreement are inserted for convenience only, and are in no way intended to limit or define the scope and/or interpretation of this Agreement.

e. Waiver. The failure of TRX at any time to require performance by Client of any provision hereof is not to affect in any way the full rights of TRX to require such performance at any time thereafter, nor is the waiver by TRX of a breach of any provision hereof to be taken or held to be a waiver of the provision itself or any future breach. No waiver shall be effective unless made in writing.

f. Independent Contractors. The parties hereto are independent contractors, and nothing in this Agreement is to be construed to create a partnership, joint venture, or agency relationship between TRX and Client.

g. Severability. If any part, term, or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions are not to be affected thereby.

h. Notices. Any notice given pursuant to this Agreement is to be in writing and is to be given by personal service or by registered or certified first class mail, return receipt requested, postage prepaid, to the addresses appearing at the beginning of this Agreement, or as changed through written notice to the other party. Notice given by personal service is to be deemed effective on the date it is delivered to the addressee, and notice mailed is to be deemed effective on the third (3rd) day following its placement in the mail addressed to the addressee.

i. Use of Name and Logo. Client consents to TRX's use of its name and logo for the purposes of press releases and TRX's client list (which may be published on its website, and in hard copy materials, or displayed in TRX facilities).

j. Use of Subcontractors. TRX may, in its sole discretion, subcontract its obligations under this Agreement to a TRX authorized agent so as long as such agent provides services substantially similar to those contracted for under this Agreement.

k. Force Majeure. No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement to the extent that such failure or delay is due to any cause or circumstance reasonably beyond the control of such party including, without limitation, acts of God, fire, flood, storms, earthquake, strike or other labor dispute, acts of terrorism, government requirement, or civil or military authority. The party affected by such an event shall promptly notify the other party in writing. The party so affected shall take reasonable steps to resume performance with the least possible delay.

l. Securities. Client acknowledges that TRX's common stock is publicly traded on the Nasdaq National Market. Client further acknowledges that (i) it is aware that the United States securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities, and (ii) it is familiar with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder to the extent they relate to the matters referred to in this Agreement. Client agrees that it will not use or permit any third party to use any Confidential Information of TRX in contravention of the United States securities laws including, without limitation, the Exchange Act or any rules and regulations promulgated thereunder.

m. U.S. Export Compliance. The Services contain technical data and are therefore subject to United States export control regulations. Client shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities and agencies having jurisdiction over the export and re-export of technical data.

n. De-identified Data. TRX may, in its reasonable discretion, use and repurpose De-identified Data.

o. Order of Precedence. In the event of a conflict between the Agreement and any Exhibits, attachments, or schedules attached hereto, the Agreement shall govern and control, followed by these Terms, and finally any other Exhibits, attachments, or schedules.

**9. DEFINITIONS.** The terms defined in this Section 9 shall include the plural as well as the singular. Other capitalized terms used in this Agreement and not defined in this Section 9 shall have the meanings ascribed to such terms elsewhere in this Agreement. Some lower case terms that appear throughout this Agreement also appear in this Section 9 and elsewhere in this Agreement as capitalized terms. Only when such terms appear as capitalized terms shall such terms have the meanings ascribed to such capitalized terms in this Agreement.

a. "Affiliates" means any entity (i) that controls a party; (ii) that is controlled by a party; or (iii) that is under common control with an entity that also controls a party. Control includes direct or indirect control, including any subsidiary, holding company or operating division of the respective party.

b. "Confidential Information" means nonpublic proprietary information other than Trade Secrets, of value to its owner, and any data or information defined as a Trade Secret but which is determined by a court of competent jurisdiction not to be trade secret under applicable law.

c. "End Users" means individuals employed by, subcontracted by, or otherwise affiliated with Client that Client allows to access and use the Services.

d. "End User Data" means any traveler profile information, passenger name record data, and information about End User activity generated, developed or created by the interaction with and use of the Services, and all other information about the user(s) of the Services that is provided directly by Client End User, or that is generated by a Client's use or provision of the Services.

e. "De-identified Data" means End User Data with all personally identifiable information removed. De-identified Data is not Confidential Information for the purposes of this Agreement.

f. "GDS" means a computer system or network used to review and make travel-related reservations.

g. "Intellectual Property Rights" means any and all now known or hereafter known tangible and intangible worldwide patents, copyrights, moral rights, trademarks, Trade Secrets, Confidential Information or other intellectual property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in the foregoing).

h. "Marks" means all proprietary trademarks, service marks, trade names, logos, and symbols used to denote either party's products and services.

i. "Fees" means any or all of the following as the context of use indicates or any other fee specified elsewhere in this Agreement:

(i) "Additional Services Fees" means certain fees such as training and other support associated with the additional services available to Client Services;

(ii) "Customization Fee" means the hourly fee assessed by TRX for Client requested modifications to the Services;

(iii) "Implementation Fee" means the fee associated with TRX's preparation to deliver the Services;

(iv) "Monthly Access Fee" means those fees that Client is to prepay monthly for continuing access to and use of the Services;

(v) "Transaction Fee" means the fee that is assessed for each individual transaction that is part of the Services.

j. "PNR" means passenger name record.

k. "Proprietary Information" means, collectively and without regard to form, any third-party information that either party has agreed to treat as confidential, and information regulated by state or federal law concerning disclosure or use, Confidential Information, and Trade Secrets.

l. "Services" means those services to be provided by TRX to Client hereunder which are described in the Services Agreement to which these Terms are attached.

m. "Services Agreement" or "Agreement" means the agreement describing the Services to be performed hereunder and the rights and obligations of the parties to which these Terms are attached and into which these Terms are incorporated.

n. "Terms" means these General Terms and Conditions.

o. "Trade Secrets" means information that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## ADDITIONAL TERMS AND CONDITIONS FOR ONLINE BOOKING

1. **DEFINITIONS.**

a. "RESX Profiler Transaction" means any traveler profile change uploaded to a GDS using the RESX Profiler Service.

b. "RESX Transaction" means a unique PNR either created using the RESX Services or imported into the RESX database.

c. "PNR Sync Transaction" means each occasion on which a PNR is imported to the RESX database from a GDS queue using the PNR Sync Service and then subsequently modified. A single PNR may be imported to the database and modified multiple times; the PNR Sync Transaction Fee will be incurred the first time that a PNR is modified.

d. "Web Fare Search" means any air availability call made through the RESX Services that includes checking for an Internet fare. Client's RESX Services Administrator sets the conditions under which a search for Internet fares occurs.

e. "Web Fare Transaction" means any reservation booked through the RESX Services that is passed to a third party website. The reservation information is retained in the RESX Services in order to build a passive segment in the PNR in the applicable GDS.

f. "RESX Services" TRX provides an interactive, automated travel information and reservation service that communicates directly with the GDS in an application service provider format. Client wishes to provide RESX Services to its employees, subcontractors, and other affiliated individuals ("End Users") consistent with the terms and conditions set forth herein. "RESX Services" means the services that Client shall provide its End Users whereby TRX provides access to, and Client provides support for, Client's End Users.

2. **GRANT OF RIGHTS.**

a. Grant of RESX Service Access Rights. Conditioned upon Client's continuing compliance with the terms of this Agreement, TRX grants to Client a non-exclusive, non-transferable, and non-assignable limited right to provide access to and use of the RESX Services to its End Users. For avoidance of doubt, Client shall not be entitled to market, distribute or resell the Services prior to execution of an amendment to this Agreement containing mutually agreed distribution terms

b. Rights to Optional Functionality. From time to time TRX may introduce optional functionality into the RESX Services. TRX may, in its sole discretion, offer such optional functionality to Client for an additional fee specified by TRX. Client shall be under no obligation to acquire such optional functionality.

c. Right to Private Label the RESX Services. Client shall have the right to display the RESX Services on the Internet using Client's own trademarks, trade names, and service marks ("Private Label") so long as Client: (i) follows all guidelines as they may be set forth by TRX from time to time; and (ii) limits access to the Private Label RESX Services to Client itself and its End Users. All TRX Marks may be removed except that the Private Labeled RESX Services must include the "Powered by RESX" logo (to be provided to Client by TRX) on the Customer login and main screens.

3. **ADDITIONAL CLIENT OBLIGATIONS.**

a. End User Support. Client shall provide Client's End Users with technical and administrative support for the RESX Services. TRX shall provide support to Client's certified representatives.

b. Training and Certification. Client shall cause a minimum of two (2) Client representatives to attend and successfully complete training for the administration of the RESX Services as described in Exhibit B. The fees associated with such training, if any, are also set forth in Exhibit B.

c. Beta Testing. From time to time, TRX may develop new versions of the RESX Services ("Beta Service"). TRX may request Client's participation in testing such new versions ("Beta Testing"). Should Client's participation be requested by TRX and should Client elect to participate in Beta Testing, Client agrees to conform to the terms and conditions of the Beta Testing as stated in the Beta Testing Exhibit attached hereto. Client must signify its agreement to participate in Beta Testing in writing (which may include electronic mail).

4. **RESX SUPPORT.**

a. Transaction Processing. The response time of the RESX Services will vary based upon Internet connectivity, individual computer speed, and GDS response time. The RESX Services maintain a minimum of 99.8% uptime computed using a rolling twelve-month calendar, excluding scheduled maintenance and any delays by third-parties.

b. Error Correction. In the event Client identifies an error, bug or malfunction in the RESX Services, Client shall use the online problem tracking tool provided by TRX to describe the problem and indicate an assessment of the severity of same. TRX shall use reasonable efforts to verify the cause of the problem, and if the error is due to any act or omission of TRX, TRX's sole obligation shall be to use its reasonable efforts to correct the reported problem. Error definitions and estimated resolution times are posted on the RESX support site.

c. Customization. Upon Client's request, and in TRX's reasonable and sole discretion, TRX shall use reasonable efforts to provide customization of the Services for Client or Client's End Users. Prior to commencement of any such effort, the parties will execute a work order containing specifications and cost estimates, based on the then prevailing Customization Fees. Customization of the RESX Services may include, but is not limited to, creation of custom log-in pages, consultation regarding administration of the RESX Services, and traveler profile uploads.

## ADDITIONAL TERMS GOVERNING THE PROVISION OF DATA CONSOLIDATION PROCESSING SERVICES

1. **Grant of Rights.**

a. Grant of Right to Access and Use. Conditioned upon Client's continuing compliance with the terms of this Agreement, TRX grants to Client a non-exclusive right to access and use the services described here ("Services") to collect, consolidate and analyze travel data and the related support as set forth in the Support Exhibit. This grant is limited to the number of concurrent users set forth in the RFP Response.

b. Grant of License. TRX hereby grants to Client a non-exclusive, non-transferable license to use the Software, if any, described in the RFP response and the accompanying users' manuals ("Documentation") as set forth in this RFP response. All rights and title to the Software and Documentation, including but not limited to, Intellectual Property Rights are the sole and exclusive property of TRX. This grant is limited to the number of concurrent users set forth in the RFP response. All such Software and Documentation shall be considered to be part of the Services provided hereunder

c. Rights to Updates. Client shall be entitled to use the Services under this Agreement as they are later updated or modified, provided such updates or modifications are made generally available to all clients of the Services.

d. Provision of Other Services. To the extent that TRX agrees to perform services that are outside of the scope of or otherwise not described in the Services set forth herein, the parties agree to execute a statement of work that includes pricing information and sufficient detail to enable TRX to adequately perform its obligations under such statement of work. Such statement of work will be governed by the Agreement and executed prior to TRX beginning any additional services.

e. Rights to New Functionality. From time to time TRX may introduce new functionality into the Services. TRX may, in its sole discretion, offer such new functionality to all its clients for an additional fee specified by TRX. Client shall be under no obligation to acquire such new functionality.

f. Proprietary Notices. Client agrees not to remove, alter or conceal any product identification, copyright notices, or other notices or proprietary restrictions from the documentation provided to Client by TRX, and to reproduce any and all such TRX notices on any copies of such materials.

2. **Client Responsibilities:**

a. Client Systems. Client shall be solely responsible for procuring and maintaining the necessary hardware and software for accessing and utilizing the Services.

b. Provision of Client Data.

(ii) Client is responsible for the quality and accuracy of all Client Data and other input provided to TRX by Client or any party providing data on Client's behalf. TRX shall not be responsible or liable in any way for any delay resulting from any failure by Client to comply with Client's responsibilities under this Section.

(iii) Internally Provided Data. In the event that Client is directly providing Client Data to TRX for the provision of Services hereunder ("Internally Provided Data"), Client must bear the expense of providing such data to TRX. Internally Provided Data may be delivered to TRX on tangible media, by e-mail attachment, or by telecommunications link to the computer housing the Services.

(iv) Externally Provided Data. In the event that Client Data is provided by a third-party, TRX will deliver to Client a "Data Access Authorization" (the form of which is attached hereto as an exhibit) for Client to execute and provide to the sources of the data feeds required for TRX to deliver the Services. Client will execute and deliver the Data Access Authorization to TRX. Upon receipt TRX will also submit the Data Access Authorization to Client's named data providers so that TRX may receive the necessary data for Client to use the Services ("Externally Provided Data"). Notwithstanding anything else in the Agreement or this Statement of Work, Client's use of the Services is contingent upon data providers giving TRX access to Client's Externally Provided Data.

g. Access by Authorized Users. Client shall be solely responsible for ensuring that access by all users are Authorized Users including, but not limited to (a) ensuring that all persons to which Client grants access have end user profiles that comply with applicable security and confidentiality policies of Client; (b) issuing passwords to Authorized Users and ensuring the integrity and security of the passwords after their issuance; and (c) implementing any changes to Authorized Users' profiles and access rights commensurate with such Authorized Users' level of authority to utilize the Services.

## SUPPORT PROCEDURES

1. **ERROR DEFINITIONS AND RESPONSE TIMES.**

a. A "Critical Problem" is an error resulting in Client's inability to use the Services or a critical data integrity defect; an example is the reporting of substantially incomplete, inaccurate or corrupted data. TRX will respond to and use reasonable efforts to correct reported Critical Problems within four (4) business hours.

b. A "Major Problem" is an error that materially restricts Client's use of the Services but does not render the Services completely unusable; examples include the inability to use a function or feature, or a failure that requires ongoing intervention to maintain productive use. TRX will respond to and use reasonable efforts to correct Major Problems within one (1) business day or less.

c. A "Minor Problem" is an error that does not materially restrict use of the Services but causes reduced functioning of non-critical Service features. TRX will respond to and use reasonable efforts to correct Minor Problems in two (2) business days or less.

2. **PROCEDURES.**

a. In the event Client encounters an error, bug or malfunction in the Services, Client's operational representative(s) shall promptly provide written notice to TRX, describing the problem and indicating its severity.

b. TRX shall use reasonable efforts to verify the cause of the problem, and if the error is due to any act or omission of TRX, TRX's sole obligation shall be to use reasonable efforts to correct the reported problem.

c. TRX will respond to each reported error in writing with an estimate of the time necessary to resolve the error and will use reasonable efforts to correct errors as promptly as possible.

d. TRX will advise Client in writing upon implementation of error corrections.

e. With respect to a Critical Problem report that is not resolved in less than four (4) business hours, TRX will: a) promptly assign a data analyst to investigate the error; b) provide Client with status updates every four (4) business hours until resolution; and c) use reasonable efforts to provide a workaround or correction on an urgent, first priority basis.

f. Client shall provide TRX with all information which it may have which would aid TRX in replicating and resolving any issues encountered with the Services, and shall cooperate with TRX in resolving, correcting and/or addressing any errors or issues encountered.

g. TRX shall provide reasonable telephone and electronic assistance, during TRX's normal support business hours, currently defined as 8am to 7pm EST. Telephone support is available via a toll-free phone number in the US and Canada (877-544-6275), a toll-free number in the UK and a toll number for all other regions. Voice-mail is available for non-emergency calls. TRX support can be obtained by sending e-mail to atltraveltraxsupport@trx.com or an alternate address that may be supplied by TRX from time to time. In addition to phone and email support, Frequently Asked Questions screens are available throughout the application.

3. **ACKNOWLEDGEMENT.** Client acknowledges that some errors may not be within TRX's ability to control or fix. TRX shall use reasonable efforts to verify the cause of the problem, and if the error is due to any act or omission of TRX, TRX's sole obligation shall be to use its reasonable efforts to correct the reported problem. TRX shall have no obligation regarding any problem that is outside of its control or otherwise not due to any act or omission of TRX.

4. **SCHEDULED MAINTENANCE.** From time to time, TRX shall designate certain time periods ("Scheduled Maintenance Windows") during which it may limit or suspend the availability of the Services to perform necessary maintenance or upgrades. In addition, TRX reserves the right to perform any required maintenance work outside of the Scheduled Maintenance Window with prior notice to Client. As of the Effective Date of this Statement of Work, the regularly-scheduled maintenance windows are 6:00 pm to 8:00 pm Eastern time, on Wednesdays, and on Saturdays 11:00 pm Saturday nights to 5:00 am Sunday mornings Eastern time.

5. **ADDITIONAL SUPPORT.**

a. Customization. Upon Client's request, and in TRX's reasonable and sole discretion, TRX shall use reasonable efforts to provide new or modified functionality for Client or Client's Customers. Prior to commencement of any such customization, the parties will execute a work order containing development specifications and cost estimates based on the then prevailing customization fees. Customization of the Services may include, but is not limited to, development of TRAVELTRAX reports, consultation regarding administration of the Services, the addition, deletion or modification of Data Source Files and/or Output Data Files, and changes related to Data Source Providers.

b. TRAVELTRAX Support. Client will not be invoiced for TRAVELTRAX Support when TRX uses resources to perform routine procedures to monitor or maintain the Services and the associated load and delivery processes, nor in the event that an error is caused by an act or omission of TRX. Client requests related to customization as described in Section 5(a) above, custom Support Services (i.e. above and beyond the Support that is included with the TRAVELTRAX Services), and support for any problem that is outside of TRX's control or otherwise not due to any act or omission of TRX are excluded from the definition of TRAVELTRAX Support, and thus will result in additional fees to Client. TRAVELTRAX Support hours are listed at www.traveltrax.com.

c. Service Level. TRX will maintain availability of the Services so as to meet or exceed the following Service Levels:

| Service Level | Description | Min Service Level |
|---|---|---|
| Operational Hours | Hours for which the Services are to be available for access by Client. | 24 Hours per day, 365 days a year |
| System Availability* | The percentage time that the Services is in service and fully available for access and data input by Client. | 99.2% |

*Calculated as follows: for a single month, the aggregate amount of actual uptime expressed as a percentage of the scheduled uptime less excusable downtime (for scheduled maintenance) for the TRAVELTRAX Services (i.e., System Availability = Actual Uptime / (Scheduled Uptime – Excusable Downtime)).

**TRX DATA SERVICES, INC.**
**DATA ACCESS AUTHORIZATION**

TRX Data Services, Inc. ("TRX") and _____ ("Client") are parties to the Agreement known as _____ dated _____ (the "Statement of Work").

Client's signature below authorizes TRX to access, and Data Provider to make available to TRX, Data (as defined in the Agreement and the agreement between TRX and Data Provider) to be made available by the "Data Provider" named below to TRX for the sole purpose of TRX verifying, tracking and reporting on travel-related expenses (the "Purpose").

Ownership of the Data remains with Client. TRX will maintain both the confidentiality obligations and the security requirements mandated in the Agreement.

This Data Access Authorization, along with the Agreement, including any other amendments, statements of work and schedules attached thereto, if any, represent the entire understanding and agreement between the parties, and supersedes any and all previous communications and agreements, whether oral or written, relating to the subject matter of the Agreement. No employee or agent of TRX is authorized to make any additional representations or warranties related to this Data Access Authorization or the Agreement. Any subsequent amendments and/or additions hereto are effective only if in writing and signed by both parties.

By signing below, each party represents and warrants that the individual signing on behalf of the party is authorized to legally bind that party, that the party's obligations under this Data Access Authorization are not in conflict with any other obligation or agreement and that the consent authorized by the signature below is both valid and binding.

Client shall provide an executed copy of this Authorization to Data Provider after the execution of the Agreement. This authorization will commence on the date the last party signs below and continue until either party provides the other with seven (7) business days prior written notice as set forth in the Agreement. In the event of termination of this authorization, TRX shall provide notice to Data Provider and cease its access to Client's Data made available by Data Provider.

Name of Data Provider: _____

| **TRX Data Services, Inc.** | **[Client]** |
|---|---|
| SIGNATURE | SIGNATURE |
| NAME | NAME |
| TITLE | TITLE |
| DATE | DATE |

Please send 2 executed originals to the following address for countersignature:
TRX, Inc. c/o Administration Department, 6 West Druid Hills Drive, Atlanta, Georgia 30329 USA
tel: +1 404-929-6119 fax: +1 801-912-7431

rev 6/08

## BETA TESTING TERMS AND CONDITIONS

In accordance with Section 3(c) of the Additional Terms for Online Booking, in the event Client's participation is requested by TRX, and Client agrees to participate in Beta Testing, Client agrees to comply with and be bound by the terms and conditions below relating to each Release tested.

1. **BACKGROUND**. TRX has developed a new version of its interactive automated travel information and reservation service, (such service, along with any corrections or updates, and any related documentation, is referred to as the "Release"). Client wishes to evaluate the Release, and TRX desires to make the Release available to Client subject to the following terms and conditions.

2. **SERVICE; LICENSE**. TRX will provide Client with access to the Release for a limited number of users solely for testing the Release. The service is provided without obligation of any payments by Client. Subject to compliance with the terms of this Exhibit D, TRX grants to Client a limited license to use the Release solely for the purposes of testing the Release. TRX reserves all rights not expressly granted in this Exhibit.

3. **TERM AND TERMINATION**. The service will commence on the start date specified by TRX and shall continue in full force and effect until the end date specified by TRX (the Testing Period") unless earlier terminated, as provided in this Section 3. Beta Testing may be terminated immediately at any time with two (2) business days notice by either party or immediately by TRX for the breach by Client of this Agreement. Upon termination of Beta Testing for any reason, TRX shall immediately terminate Client's access to the Release.

4. **RESPONSIBILITIES OF CLIENT**. Client is responsible for ensuring that the physical environment, including necessary hardware equipment, is available for operation and testing of the Release. For the duration of the Testing Period, a minimum of one Client representative will provide TRX with feedback regarding the Release, its usability and features, errors, and any other data requested by TRX or identified by Client through use and testing of the Release by Client during regularly scheduled conference calls. Client will also provide troubleshooting and debugging assistance, if requested and instructed in such assistance by TRX. Client will control and limit or cause to be controlled and limited the use of the Release for the specific purposes authorized in Section 2.

5. **WARRANTY DISCLAIMER**. CLIENT ACKNOWLEDGES AND AGREES THAT THE RELEASE IS PROVIDED "AS IS." TRX MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS TO CLIENT WITH RESPECT TO THE RELEASE, THE DOCUMENTATION THEREOF, ANY OTHER SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF NONINFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES THAT THE RELEASE IS AN EXPERIMENTAL PRODUCT, CONTAINS ERRORS AND NON-CONFORMITIES AND THAT TRX DOES NOT WARRANT THE QUALITY OR ACCURACY OF THE SERVICE OR OUTPUTS OF THE RELEASE IN ANY MANNER WHATSOEVER.

6. **LIMITATION OF LIABILITY**. Neither TRX nor its affiliates, and their officers, directors, shareholders, employees or representatives shall have any liability to Client or any other party, whether in contract, tort, or negligence, for any claim, loss, or damage, including but not limited to lost profits or systems interruption or damage, business interruption, or for any direct, indirect, special, incidental, or consequential damages of any kind or nature whatsoever arising out of or in connection with Client's use of or inability to use the Release. Without limiting the foregoing, Client agrees that neither TRX nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the Release or output of the Release, including, without limitation, whether such errors or omissions are caused by errors or inaccuracies in the inputs to the Release, in the storage or access of such data by the Release, in the display or performance of such data, or otherwise. Client acknowledges and agrees that (i) the Release may or may not represent a commercial release to be offered now or in the future by TRX, (ii) TRX is under no obligation to incorporate any changes, suggestions, or comments made by Client into the Release, and (iii) Client waives any and all proprietary right or interest in any information, ideas, changes, suggestions, or comments communicated by Client to TRX and assigns to TRX any and all rights therein.

6. **TRADE SECRETS AND CONFIDENTIAL INFORMATION**.

(a) Client acknowledges that the Release and all documentation thereof are commercially valuable, proprietary products of TRX, the design and development of which reflect the effort of skilled development experts, the investment of considerable time and money. The Release also contains Trade Secrets and Confidential Information. For purposes of this Agreement, "Trade Secrets" means information of TRX, regardless of form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; "Confidential Information" means information of TRX, other than Trade Secrets, that is of value to its owner and is treated as confidential; and "Proprietary Information" means Trade Secrets and Confidential Information.

(b) Client agrees to hold the Proprietary Information in confidence and not to, directly or indirectly, copy, reproduce, distribute, transmit, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third party, or utilize the Proprietary Information for any purpose whatsoever other than as expressly contemplated by this Agreement. Only Client is authorized to access and use the Release. With regard to the Trade Secrets, this obligation shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, this obligation shall continue for the term of the license to the Release and for a period of five (5) years thereafter.

7. **INJUNCTIVE RELIEF.** Client agrees that any violation or threat of violation of this Agreement hereof will result in irreparable harm to TRX, for which damages would be an inadequate remedy. In addition to any rights and remedies otherwise available at law, TRX shall be entitled to equitable relief to prevent any unauthorized use or disclosure, and to such other and further equitable relief as may be deemed proper under the circumstances.

## Section 2 – Operational Abilities

**Procurement Specifications**

**3.1 Individual State agencies administer their own travel programs. As such, the Automated Travel Management System should be able to accommodate different policies for each agency / department. The Vendor should have an established track record, should have managed programs of similar size and complexity, and should be able to recommend solutions for continuous improvement. The offering should be comprehensive and end-to-end, including:**

- **Online travel booking (air, lodging, rail, ground transportation)**
- **Travel profile management**
- **Expense reporting management**
- **Data and information (reporting and analytics) management**
- **Customer service support**
- **Training**

TRX's proposed solution will be able to enforce different policies at the agency / department level. TRX products are used today to process more than 70 million tickets each year, and are in place at all of the top four "mega" travel agencies. TRX products are also used extensively within government organizations, and are currently being used by the state governments of Arkansas, Iowa, Utah, California, Louisiana, Oregon, Washington, Alaska, and Michigan. TRX products are also used by federal government agencies like the IRS, FDIC, SSA, and GSA.

### 3.2.1 General Requirements

**3.2.1.1 Vendor shall provide services to all 135 State agencies in the purchasing card program, and 8,300 cards in the corporate travel program. Travel may include traditional travel and personal car mileage. Approximately 10 agencies are expected to participate initially, with more added over the life of the contract. Additional services may include support for Higher Education credit card programs, Research Corporation credit card programs, and local entities that choose to participate in the Purchasing Card program (any of these entities would involve a separate agreement and feasibility study).**

TRX's proposed solution meets this requirement with support for unlimited hierarchy, unlimited corporate travel cards, unlimited agencies of record, and management for traditional travel to include air, car, hotel, and Amtrak. Additional entities would be welcome to form a similar agreement with TRX.

**3.2.1.2 The State organizes itself by agency. The State issues policies on the acceptable forms and use of travel services to which all reimbursable transactions must adhere. Each agency then establishes and maintains policies and procedures which govern the agency's program. There are a number of agencies which have policies and procedures that further define acceptable forms of travel expenses; the system must be able to support the same.**

TRX's proposed solution meets this requirement through support of various travel programs and policies attached to specific state hierarchy, regions, departments, or even an individual traveler.

**3.2.1.3 The State intends to issue purchasing cards to travelers and establish the business travel reimbursement expense as an additional capability within the purchasing card program. In so doing, the Vendor must be able to support designated purchasing cards, as well as traditional travel cards within its management services.**

RESX supports full integration with DATABASICS to provide end-to-end services and through that integration we are able to support any and all travel cards. TRX specifically counts both Mastercard (the existing card program) and Visa (the future card program) as clients.

**3.2.1.5 As all agencies may not be participating at one time in the program, the State prefers a Vendor who is able to manage and offer related reporting and information services for those travel expenses which could be generated outside the integrated travel booking system being offered by the Vendor.**

TRX's proposed solution will not require use of the online booking tool in order to capture data for reporting. As long as either the purchasing card, travel agency of record (ex. National Travel), or expense management tool are used, some data will be made available for reporting. In the example of the phased roll-out that is proposed (starting with a 10-agency beta), credit card data reporting should be immediately available across all agencies, with richer data becoming available as the integrated booking system is fully deployed.

**3.2.1.6 The State requires a system that is reliable to curtail offline transactions due to downtime or failures of related equipment and software that supports the system functionality.**

TRX's proposed solution meets strong uptime requirements with a 99.999% uptime for its online booking tool in the past 12 months.

**3.2.1.7 The system must be intuitive and user friendly. The system must be able to support policy control and compliance. The system should be accessible worldwide via internet or phone. The system should have robust global functionality (system access) as well as real time reporting and data exportation. Real time reporting would be considered a maximum of 30 minute update intervals.**

TRX's proposed solution is extremely user-friendly, with seamless integration from online booking to expense management to data reporting. The online booking tool's booking wizard makes trip planning not only easy but extremely fast, with concurrent searches and pre-populated data based on initial dates and city-pair information. This booked information flows directly into the expense management tool, which has unique ease-of-use features like a Google map lookup in order to request pre-approval for mileage-based trips (and incorporates government per-mile rates). Finally, the data reporting tool features executive dashboards that are extremely interactive and visual, and can be used with minimal training. Reports can be downloaded into Excel, and data can be automatically exported to the GDS, agency profiles, HR system, or accounting systems through the use of WebServices and/or DataBridge. Real-time reporting is supported, and even pre-trip data from offline (via phone) bookings can be reported in real-time through synchronization with the GDS. Global functionality is inherent across these products and is especially important in the booking tool, which supports eight languages, all global currencies, and different date and time formats. Global access is available via the internet or a smart phone.

**3.2.1.8 As the state may have multiple travel agencies (booking agents) across the enterprise, it is strongly desired that the online booking tool be able to support multiple travel agencies, GDS, offline/disconnected – live agent assisted transactions.**

TRX understands and will comply.

## 3.2.2 Online Booking

**3.2.2.1 Booking capabilities should include airline, lodging, rail, and ground transportation for domestic and international travel.**

The online booking tool supports all GDSs, including Amadeus, Apollo, Galileo, Sabre, and Worldspan, along with integration with AgentWare to provide airline Webfares. This unbiased coverage provides the most comprehensive information for air, hotel, US-based rail, and car rental, and provides a larger available inventory than can be found through any of the online leisure websites (ex. Expedia/Orbitz/Priceline). All functionality is available on a global basis with European rail scheduled for release in early 2009.

**3.2.2.2 The system must be able to support the need of the State by which it can enforce the use of the authorized transportation, lodging provider(s) and other approved travel service related suppliers for business travel. Exception reporting and information alerting are desired.**

The online booking tool supports the enforcement of authorized suppliers through one of two ways, depending on how it is configured: either the traveler can be forced to choose specified suppliers (non-authorized suppliers are excluded/hidden from the search), or the traveler can be "coached" to choose specified suppliers through the use of designated icons. Exception alerts can also be provided to the traveler at the time of booking, requiring the traveler to provide an exception reason from a drop-down list or through free form text. Pre-trip reports are available to alert the travel manager to any of these travel policy exceptions.

**3.2.2.3 The system must be able to support policy and procedure enforcement at the State, Agency, and Department/Division level.**

The online booking tool supports policy application at various levels, including state hierarchy, departments, regions, or individual travelers.

**3.2.2.4 It is highly desirable for a system to be able to track and manage travelers whose trips are subject to rules that vary.**

**3.2.2.4.1 The system should be able to identify rules for acceptable travel types by traveler; and if necessary, by agency or department. System capabilities must include mechanisms to manage and/or change traveler choices to ensure compliance with preset rules. Preference is to have booking tools (online / disconnected – via live agent) that include enforcement of agency travel guidelines and supplier preferences at the time of booking.**

**3.2.2.4.2 It is highly desirable for the system to provide the capability to manage pre-trip approvals. Some agencies require travelers to obtain multiple levels of approval for a trip in advance of the final booking. The system should be able to support such approvals in the booking system via an automated process through the agency's hierarchy and preset rules; or, at a minimum, such automation may include notifying the agency's designated travel manager who can intercede in an effort to override a designated supplier or any other preset rule. There may be more than one designated travel manager(s) at the agency level who will be responsible for this type approval.**

The online booking tool supports policy application at various levels, including state hierarchy, departments, regions, or individual travelers. Pre-trip approvals are managed within the system through the use of email notification and approvals. Exception reporting is critical to travel management and travel manager notification and alerts are supported by TRX's solution.

**3.2.2.5 It is desirable for a booking system to be able to cost allocate trips against multiple departments, agencies, and funding sources at the time of booking.**

**3.2.2.5.1 It is preferred that the system be able to export information to allow for 'third party' types of billing by the individual or using agency into a common file type (i.e. word processing or spreadsheet format) for generation of multiple billings within the enterprise.**

Support for inter-agency billing is a strength of TRX's solution, but would be handled within expense management, rather than at the time of booking. In the example provided in the written response, the State Office of Technology employee would proceed with pre-trip approval as usual and would complete his or her trip. During expense management, the trip can be easily allocated between multiple departments or State agencies. A similar multi-department allocation is difficult to accomplish within our competition's product and is a differentiator between solutions.

**3.2.2.6 It is desirable for the system to use and maintain tables with governmental per-diems.**

The online booking tool supports government per diems through the use of uploaded look-up tables.

**3.2.2.7 The State is interested in a system that can support conferences and meetings inclusive of, but not limited to, event attendance and hosting activities by, and on behalf of, the State.**

The online booking tool supports full integration with SignUp4 and Arcaneo for complete conference and meeting management.

**3.2.2.8 The system should be able to track meeting and conference travel itinerary and preferred suppliers and budgets, to include requisite reporting it may offer to track the same.**

RESX has this capability, but it will be best handled through the expense management portion of the solution. The expense management-focused reporting can track expenses tied to a particular meeting or conference and can also report against a conference budget. The list of conferences and meetings that are being tracked and reported on can also update automatically through synchronization with Microsoft Project. This feature is unique to ExpenSite and is a differentiator from our competition, whose event-based budget reporting is not as strong.

**3.2.2.8.1 It is desirable for a system to manage exceptions to conference expenditures (for example, overriding room rate or type). This shall be inclusive of all types of bookings – online and offline.**

The online booking tool's partners, SignUp4 and Arcaneo, support all areas of conference and meeting management, including itineraries, suppliers/vendors, budgets, and various rules and exceptions.

**3.2.2.9 Unique Travel Situations**

**3.2.2.9.1 Mileage Only: The State has certain travelers who travel by personal car only. The State requires the ability for a traveler to "book" a mileage-only trip for approval purposes, and to be able to submit expenses for personal mileage on that trip.**

RESX supports mileage only trips through a reporting condition that will prompt the user to enter a mileage amount, which is then passed on to DATABASICS for full expense management reporting and ultimate reimbursement.

**3.2.2.9.2 Per-Diem Travel: The State offers payment of a per-diem in certain circumstances. The system should have the capability for supporting the pre-trip approval and subsequent expense for a per-diem travel reimbursement.**

RESX supports full pre-trip authorization and display and enforcement of government per diems. If a per-diem needs to be advanced to the employee (for example, to a debit card), that can be managed through the expense management portion of the solution.

**3.2.2.9 Offline/disconnected booking system version should have the same attributes as the online version.**

**3.2.2.9.1 It is preferred that the offline version accommodate service alerts to users for preset rules and validations while disconnected from the network.**

**3.2.2.9.2 The offline/disconnected version should be able to synchronize with the online/live version when system connectivity is restored.**

**3.2.2.9.3 Other types of offline versions may include requests for travelers without access to the internet or using proxy designations. It is unknown how many travelers will fit into this profile.**

The online booking tool is a fully-hosted online system and does not provide offline functionality. The tool does provide a means for synchronizing with trips that have been made with a live agent via phone. The GDS record locator can be input (Trip List -> Import a Trip), which allows the reservation to be accessed or modified from the online booking tool. This could be done by the travel agent on behalf of the traveler or done by the travelers themselves.

**3.2.2.9.4 Offline/disconnected booking system should have the same attributes/capability as the online version. Offline/disconnected means that reservations being placed with a 'live travel agent' by phone should have a similar experience and process flow to those reservations made online.**

**3.2.2.10.1 It is preferred that the offline/disconnected booking system, through a live agent via phone, have the ability to accommodate service alerts to users for preset traveler rules and validations.**

The best way to ensure the continuity of the experience is to deploy the online booking tool within the travel agency. If agents are instructed to leverage the online booking tool, the experience when calling into an agent should be identical to when a traveler books their own travel (including using online approval, travel profiles, etc.).

**3.2.2.11 The system must all the State to establish business rules and policies which must be acknowledged and adhered to by the traveler upon submission of the travel booking request and subsequent expense.**

The online booking tool allows for numerous areas of custom text, including the addition of a travel policy acknowledgement.

**3.2.2.12 The online booking tool should be able to support multiple travel booking agents as stated in section 3.2.1.8. It is preferred that the booking tool be able to consolidate the multiple agents, GDS systems, etc. on one platform.**

TRX understands and will comply.

### 3.2.3 Travel Profile Management

**3.2.3.1 It is desirable for the system to be able to create travel profiles for each participating traveler when booking the first travel record.**

**The travel profile should include: traveler name, home and business address, unique identifier such as an already established employee ID or other assigned number, and travel preferences for domestic and foreign travel.**

The profile management tool supports traveler profiles through the same login and password as the booking tool. All fields are configurable and can be set to edit, view, or hide, based on client needs and policies. It may be desirable for the State to create initial, basic profiles for all travelers, based on information contained in the payroll system. This would be made possible by converting payroll information into a comma delineated text file ("flat file") and then uploading that information into the profile management tool via DataBridge.

**3.2.3.2 It is desirable for the system to be able to provide for transition of existing travel profiles that may exist electronically or on paper.**

**3.2.3.2.1 It is desirable for a system to offer self-service creation of a travel profile using an interface provided at no additional cost to the State. For example, one such method may be to have the automated travel system to interface with the State's payroll system, known as EPICS, to accomplish the task.**

The profile management tool has the ability to manage existing electronic profiles from any travel agency, GDS, HR or Accounting feed. Paper profiles would need to be loaded into a database for electronic upload. All profiles are self service, available to travelers and any designated travel arrangers.

**3.2.3.3 It is desirable for a system to offer a method for the traveler to maintain the personal demographic information contained in the profile, while at the same time disallowing the maintenance of some travel parameters (such as ability to fly on full fare, business class, internationally, etc.)**

**3.2.3.3.1 Such personal demographics may include both home and business/work address information. Input of such information by the traveler should also be approved by the agency/department designee according to their agency's policy and system hierarchy. Profile update parameters and frequency will be dictated by individual state agencies.**

Travelers may add their own preferences and/or personal information, such as frequent flyer numbers, email addresses, personal credit card numbers, etc., without making changes to policy-driven fields. Fields that are set to follow company policy can be set to view, which allows the traveler to see the field but not edit it, or hide, which removes it from the travelers view altogether.

**3.2.3.4 It is desirable for a system to be able to support travelers who are not full time State employees (for example, speakers, candidates, students, invitational dignitaries and contractors – in accordance with state travel rules), as well as those who are temporary or seasonal. Such employees may have different travel rules, spending thresholds and may be either active or inactive for differing periods of time.**

The profile management tool supports non-employees through the Variable Traveler feature. This allows a system administrator to enter enough information into a Profile to complete a booking, without creating a permanent profile.

**3.2.3.5 The system should be able to identify rules for acceptable travel types by traveler and, if necessary, by agency or department. System capabilities must include mechanisms to manage and/or change traveler choices to ensure compliance with preset rules. Preference is to have booking tools (online and offline) that include enforcement of agency travel guidelines and supplier preferences.**

The profile management tool supports the display of specific policy rules by corporate hierarchy, department, region, or individual traveler. This functionality is consistent throughout both the profile area and the actual booking tool, showing only policy compliant options or showing all availability with policy compliant options indicated with a specific icon. Additionally, policy alerts are available for choices that are out of policy, offering the option to provide an exception reason.

### 3.2.4 Expense Management

**3.2.4.1 The system should have the ability to offer an integrated expense management solution. This may include reconciliation with the travel itinerary, credit card expenses and any electronic receipts/data-sharing from providers. It is strongly preferred that the System have the ability to compare 'booked travel' to actual expenses.**

**3.2.4.1.1 The system should have the ability to offer integration with card service providers for the inclusion of travel expenses placed on a credit card.**

**3.2.4.1.2 It is desired for the system to have the ability to identify transactions, or portions of transactions, which were for personal use.**

**3.2.4.1.3 It is desired that the system be able to support the State's need to compare pre-negotiated rates with vendors in comparing actual expenses incurred by the traveler to ensure compliance.**

The RESX solution will allow the State of WV to have an integrated expense management solution. The integrated solution is provided by DATABASICS, the market leader in expense management. The integrated travel and Expense solution will allow pre-population of travel and credit card data that will provide the users a simple interface and quick entry of expenses.

The expense solution will allow integration with any card vendor and will support multiple card imports into the system. This would also include P-cards.

Standard in the expense system is the ability to identify personal expenses on the corporate card. Any expense identified as a personal expense can be set up as non-reimbursable. In addition to the identification on the actual expense report, this information will also be available in summary form via the reporting tool.

**3.2.4.2 It is highly desirable for the system to be able to cross reference specific expenses (a) in an automated manner; and (b) via manual methods, with one unique identifier.**

The expense system will allow specific cross referencing of expenses, whether they are manually searched or via an automated process.

**3.2.4.3 The system should provide for management in its system to track unused credits/tickets for potential future use. It's desired that this feature also be available in the booking side as well. This info should be viewable by the traveler and the travel manager.**

The travel and expense system will allow tracking of unused tickets and can create automated notifications to travelers and administrators alerting them of the ticket status. The online booking tool features an automated alert that will pop up when unused e-tickets are available for use or when they are set to expire.

**3.2.4.4 The State strongly prefers the ability to split disbursement of expense reimbursement payments. A Split Disbursement is one in which part of an expense and/or expense report is paid to more than one party, typically a combination of credit card provider and employee.**

**3.2.4.4.1 It is highly desirable that the system will support the need to have expenses directed in multiple directions. When a trip is booked and approved, the intent of the State is to *immediately* allocate meals, mileage and other certain incidentals at the time of approval.**

**It is preferred that these allocations be transmitted to the traveler through an EFT mechanism or via a debit card for example. All other expenses such as lodging, car rental, airline, etc. will be allocated to the Purchasing Travel Card at the time of booking and subsequent expense.**

The expense system will allow the State to split disbursements of expense reimbursements. The allocation for disbursement can be captured automatically by the expense system or, if desired, can be selected by the traveler. The decision will be up to the State.

The travel and expense system will allow expenses to be directed in multiple directions. If the desire is to immediately allocated miles and meals but wait on other expenses that is no problem with the expense solution.

In addition, the allocation of reimbursement to the travel can be done via EFT or any other preferred method from the State. The allocation of funds for P-Card or Credit card transactions can be done directly back to the individual card provider.

**3.2.4.5 It is strongly preferred for a system that permits users to assign travel expenses to a particular cost center, project, or accounting code (i.e. or to multiple cost centers, projects, accounting codes).**

**3.2.4.5.1 System capabilities should include, at a minimum, the ability to split a transaction across extended accounting strings; the ability to integrate rules for assigning costs to a given set of accounting strings; the ability to validate accounting string values used by specific individuals, agencies or departments.**

The DATABASICS expense reporting solution is the leading expense reporting tool for project and cost allocation. Standard in the system is the ability to have travelers allocate expenses to multiple cost centers or projects. The allocations can be done via percentage or whole dollar amounts and can be detailed to individual expenses on a given expense report. The System will allow validation of data across individuals, agencies, and departments.

**3.2.4.6. System capability must include supporting *multiple levels* of approval workflow for travel expenses.**

**3.2.4.6.1. System must provide for support of workflow functions for expense management purposes to meet each agency's preferences.**

**3.2.4.6.2. System must provide for electronic approval paths and an automated reminder to managers when a travel request/booking is made as well as subsequent travel settlements. Example may include the initial booking and travel settlement to be routed automatically to two or more managers based on the rules or other agency specific parameters.**

The expense system provides a highly flexible approval workflow with the ability to have multiple tiers. Within the tiers there can be primary, secondary, and proxy approvers. If approval relationships have been defined in another system, they can be imported and "refreshed" as needed. The workflow applying to a particular report can be based upon a number of criteria including the employee's organizational structure; projects worked; and special business rules relating to spending limits, vendors used, etc. More than one "thread" can be followed (i.e., separate, concurrent approvals) and the precedence of the threads defined.

ExpenSite provides a highly flexible approval workflow. Reports are routed electronically based upon pre-configured hierarchies and business rules. E-mail notifications, business rule-based alerts and automatic approver substitution promote rapid, efficient approvals. The status of a particular report is available to the author, administrator and approvers. Status examples are "Approved", "Paid", "Rejected", "Approved pending receipts", etc. Tracking of reports as they pass through the approval is also supported. The System will include notifications at all levels in the process.

**3.2.6 Customer Service Support**

**3.2.6.2 The vendor is expected to provide customer service support for their proposed system to the State's designated Administrator(s), agency travel managers, arrangers and to the travelers as necessary.**

TRX understands and will comply.

**3.2.6.3 It is strongly preferred that the customer service support team be proficient in the English language.**

TRX understands and will comply.

**3.2.7 Training**

**3.2.7.1 The successful vendor will be expected to provide training to the WV State Auditor's project team as well as to State Agency Travel managers and end users. Training needs will require various workshops to be conducted around the state. Examples of training methods to be provided should be a combination of distance learning for field locations; web based training; classroom style/face-to-face in selected locations; development of a quick reference or user guide for each agency's travel managers.**

TRX typically trains a client's employee or travel agency representative to act as the system administrator. This training consists of a five-day class conducted in our offices in Dallas, Texas. Through the course of this training the attendees (up to four) receive the information to manage all aspects of the booking tool, including updates and maintenance of travel policy, contracts, custom text, end user training, etc.

**3.2.7.2 Remedial training may also be required to ensure the project team members, agency travel managers, and end users are up to date with system functionality and enhanced features added during implementation and thereafter.**

TRX provides on-going training through the use of online and pre-recorded training sessions, as well as Help pages on each page of the tool, and documentation for every release.

## Section 3 – Technical Abilities

**3.2.4 Expense Management – please see page 11**

**3.2.5 Data and Information Management**

**3.2.5.1 Configuration**

**3.2.5.1.1 It is strongly preferred that the system to have the capability to offer a single sign-on experience; be able to pass user credentials, whether the vendor is hosting or if the State hosts the system.**

TRX understands and will comply.

**3.2.5.1.2 It is strongly preferred that the solution be one that is accessible via a secure website, and one that does not require the use of client side scripts, downloads, or other installed software to operate the vendors proposed solution.**

TRX understands and will comply.

**3.2.5.1.3 It is highly desirable for the system to be able to manage preferred supplier designation in its systems to ensure compliance. The ability to audit/compare preapproved contract/negotiated rates at the time of booking is desired.**

TRX understands and will comply.

**3.2.5.1.4 It is highly desirable for the system to be able to offer different mileage rates.**

TRX understands and will comply.

**3.2.5.1.5 It is highly desirable for the system to provide, as part of its booking and/or expense system, a means for the user/agency travel manager to access and maintain specific rules to control expenses.**

TRX understands and will comply.

**3.2.5.1.6 It is highly desirable for the system to support statistical needs of the user, i.e. dollar amounts, expense type, vendor, etc. without requirement of having programming skills.**

TRX understands and will comply.

**3.2.5.1.7 It is strongly preferred for the system to be able to integrate certain payments for those travelers whose travel is subject to IRS 1099 reporting.**

TRX understands and will comply through integrated flagging by DATABASICS expense management.

**3.2.5.1.8 It is strongly preferred that the system have the ability to manage and maintain a hierarchy that encompasses multiple tiers and levels.**

**3.2.6.1.8.1 It is desirable for the system to accommodate a traveler who may travel for multiple units across a hierarchy.**

TRX understands and will comply.

**3.2.5.1.9 It is highly desirable for the system to offer the ability to support "Level 3" data from the credit card providers.**

TRX understands and will comply.

**3.2.5.1.10 It is desirable for the system to have the ability to accept other supplemental information that augments transaction information received from the credit card provider(s). For example, the system may have the ability to store federal government per-diem rates; travel mileage between major cities; or folio information directly from lodging providers.**

TRX understands and will comply.

**3.2.5.1.11 It is desirable for the system to have the ability to perform N-way reconciliation. N-way is a type of reconciliation that will assist in the matching of final expenses to pre-trip approval.**

TRX understands and will comply with this requirement through integration with DATABASICS, which provides the ability to reconcile pre-trip approvals with the actual expense report, including a detailed audit trail that time and date stamps all transactions.

**3.2.5.1.12 It is highly desirable that the system offer the capability, through reporting or other functionality, that supports the State's need to know where travelers are located at any given time, especially in the event of an emergency.**

TRX understands and will comply.

### 3.2.5.2 Security and Controls

**3.2.5.2.1 All web browsers should have access to the information. Compatibility issues, if any, with any specific browsers should be documented.**

RESX and all integrated solutions, including DATABASICS and the TRX reporting solution TRAVELTRAX, is accessible through any standard browser. There are no known browser compatibility issues.

**3.2.5.2.2 The Vendor should have a security policy in place that outlines the operation of its data center(s).**

TRX has a thorough security policy, you will find it attached below.

**3.2.5.2.3 The Vendor should have a disaster recovery plan in place**

TRX has a thorough disaster recovery plan, you will find it attached below.

### 3.2.5.3 Reporting

**3.2.5.3.1 It is highly desirable for the system to provide a variety of robust reporting and analytics capability at <u>no additional cost</u> to the State.**

TRX understands and will comply.

**3.2.5.3.2 The system should provide for ad-hoc querying and reporting capabilities available to the State both by user specific and administrative levels varying from top level data to line item data.**

TRX understands and will comply.

**3.2.5.3.3 It is highly desirable for the system to provide for the data exportation capabilities to the State.**

TRX understands and will comply.

**3.2.5.3.4 It is highly desirable for the system to support the need of the State for a custom file feed to support reporting requirements or analytics.**

TRX understands and will comply.

**3.2.5.3.5 It is desirable for the system to have the capability to generate reporting/analytics for trend analysis; general business intelligence and Vendor negotiation support in its system. As stated in sections 3.2.1.8 and 3.2.4.1.3, reporting/analytics capability to support compliance and general business intelligence is strongly desired.**

TRX understands and will comply.

**Appendices**

Roles & Responsibilities

RESX Architecture Diagram

RESX Security Policy

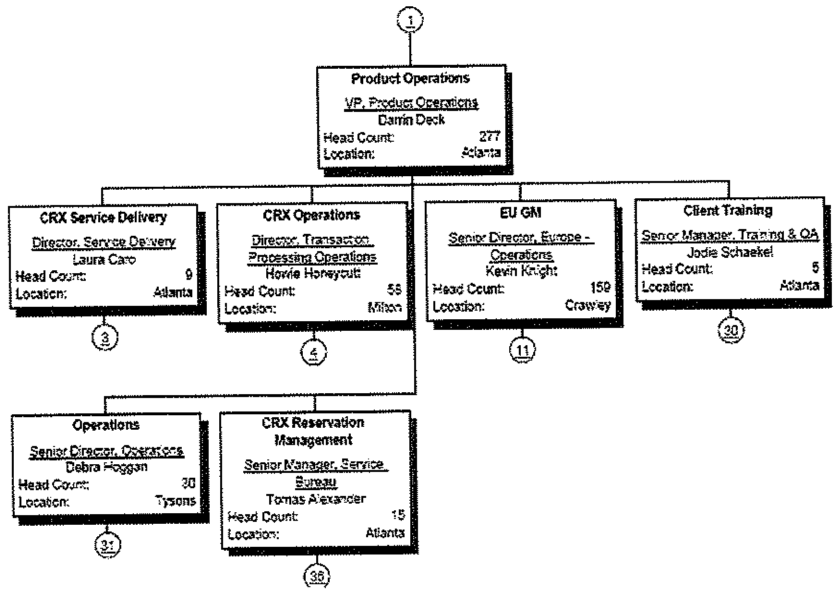
TRX Disaster Recovery Master Plar

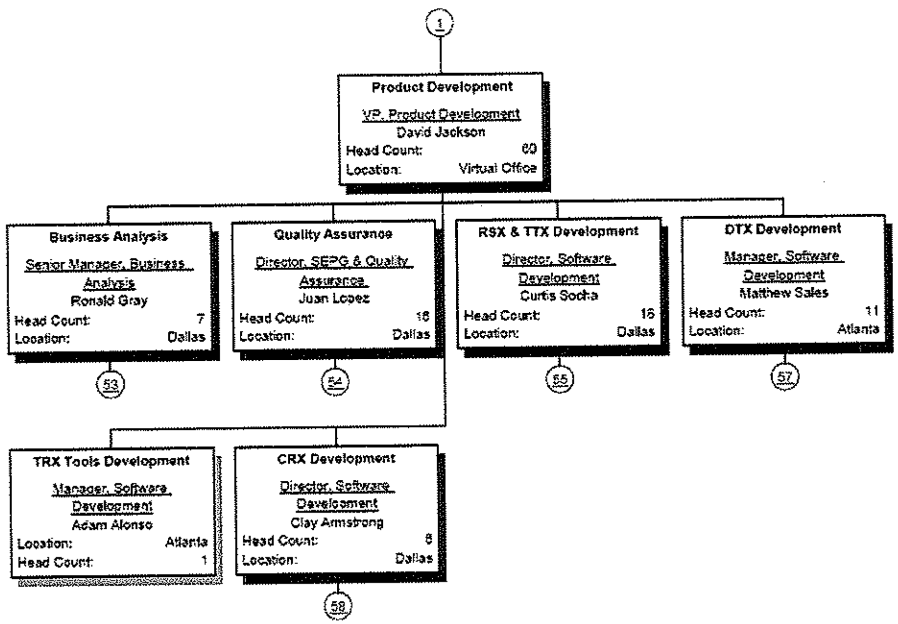
Because of the broad range of solutions and services TRX offers its customers, it is difficult to set a SAS70 audit scope that would be beneficial for all of our customers. We have made a significant investment in internal control and in lieu of issuing a SAS70 report. We gladly welcome our customers to perform audits of our processes and controls. Additionally, we can share high level audit results compiled by our internal audit team, which is independent of IT and operations, to show that our general IT controls are operating effectively.

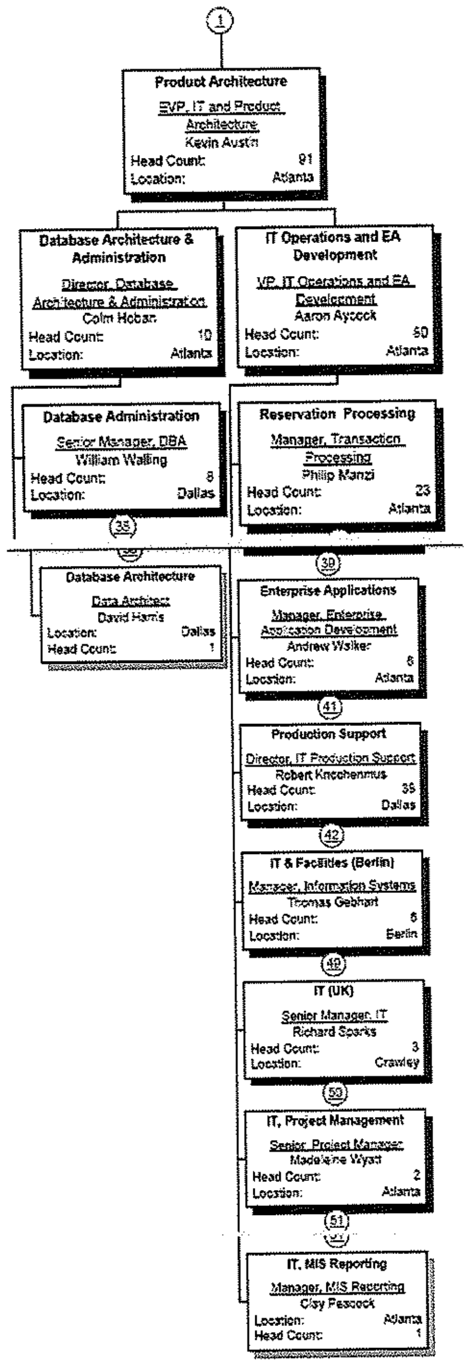
TRX encrypts all fields that contain personal information, such as SSN, credit card numbers, etc., however, we are happy to encrypt any field required by the State of West Virginia.

TRX has had no security related compromises of personally identifiable information or user access in the last twenty-four (24) months.

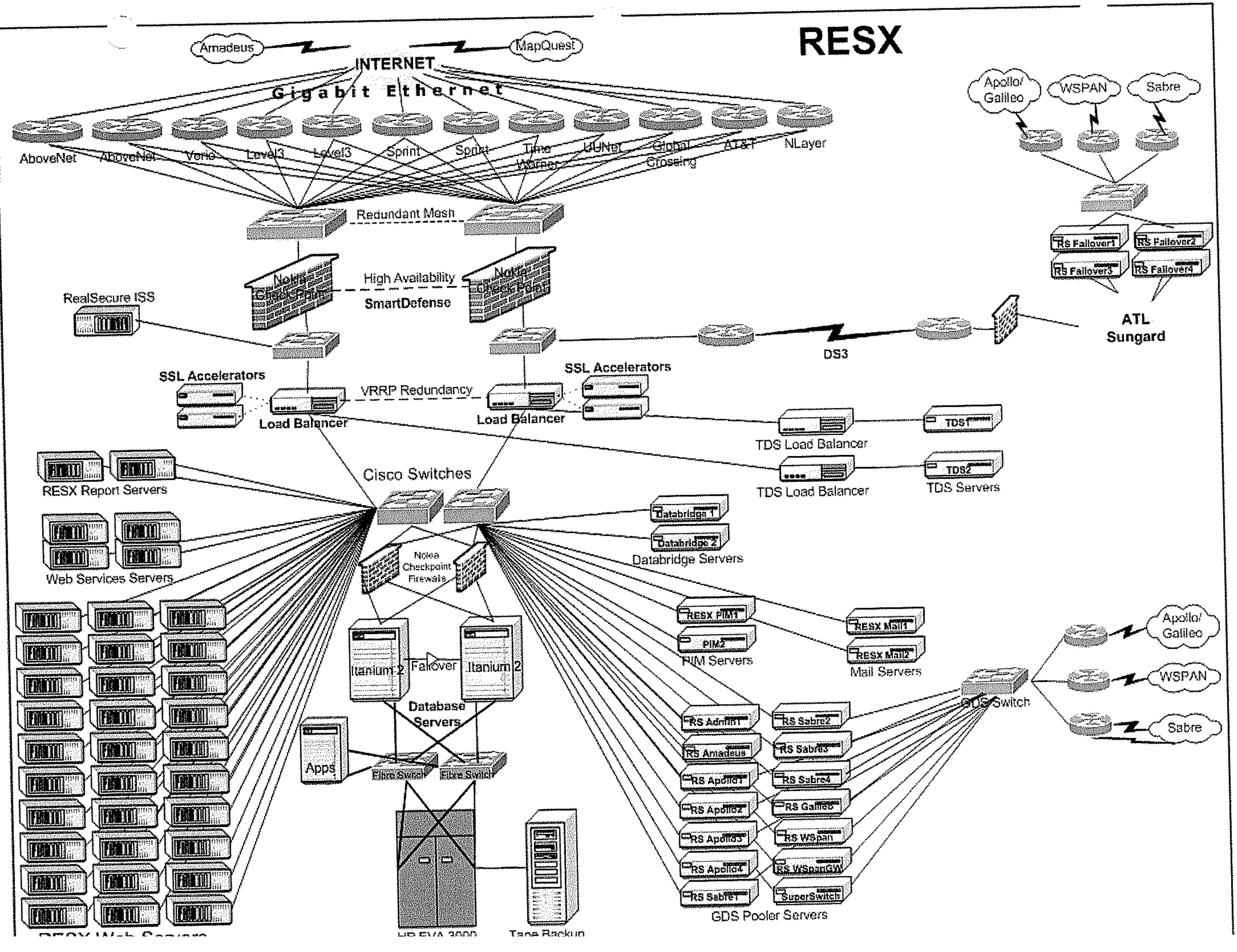
# TRX, Inc. Operations Organizational Structure



# RESX


Amadeus
MapQuest
INTERNET
Gigabit Ethernet
AboveNet
AboveNet
Verio
Level3
Level3
Sprint
Sprint
Time Warner
UUNet
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AT&T
NLayer
Redundant Mesh
Nokia Check Point
High Availability
SmartDefense
RealSecure ISS
SSL Accelerators
VRRP Redundancy
Load Balancer
Load Balancer
SSL Accelerators
DS3
ATL Sungard
Apollo/ Galileo
WSPAN
Sabre
RS Failover1
RS Failover2
RS Failover3
RS Failover4
TDS Load Balancer
TDS Load Balancer
TDS1
TDS2
TDS Servers
Cisco Switches
RESX Report Servers
Web Services Servers
Databridge 1
Databridge 2
Databridge Servers
Nokia Checkpoint Firewalls
Itanium 2
Failover
Itanium 2
Database Servers
Apps
Fibre Switch
Fibre Switch
Tape Backup
RESX PIM1
PIM2
PIM Servers
RESX Mail1
RESX Mail2
Mail Servers
GDS Switch
RS Admin1
RS Amadeus
RS Apollo1
RS Apollo2
RS Apollo3
RS Apollo4
RS Sabre1
RS Sabre2
RS Sabre3
RS Sabre4
RS Galileo
RS WSpan
RS WSpanGW
SuperSwitch
GDS Pooler Servers

trx

www.trx.com

# RESX Security Policy

**Security Manager:** **Chris Maurer**
**Updated:** **30 January, 2008**
**Version Number:** **1.4**

## Introduction

This policy outlines the security measures that protect the RESX production network, and shall be considered a supplement to the TRX Security Policy.

## Scope

This policy applies to TRX employees who access the RESX production network.

## Responsibilities

The RESX IT Team ensures the RESX production network operates in a secure environment. A breakdown of responsibilities is listed below:

- Manager, Network Team - supervises all RESX Network operations.
- Manager, Server Team- supervises all RESX server operations.
- Manager, DBA Team - supervises all RESX database operations.
- Manager, Security - manages security policy related to the RESX network.
- Senior Network Engineer - maintains, builds and monitors firewalls and network devices within the RESX network.
- Senior System Administrator - maintains, builds and monitors web servers and application servers within the RESX network.
- Senior DBA - administers and maintains Oracle databases.

## Physical Security

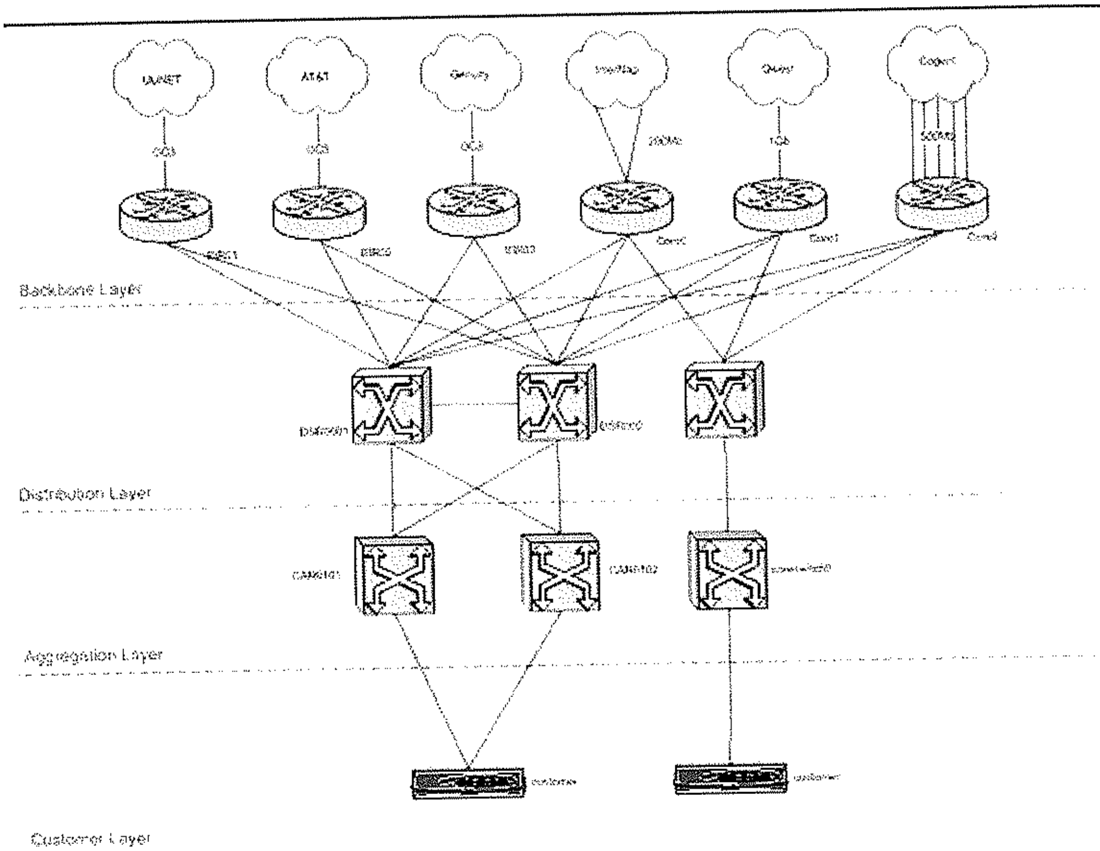
Adequate security measures must provide protection for physical and logical assets, sensitive applications, and data. The RESX production network is located at a co-location facility that includes many layers of physical security. See below:

Co-location Facility: The Planet
1333 Stemmons Frwy, Suite 110
Dallas, Texas 75207
http://www.theplanet.com/

The Planet owns and operates two state of the art data center facilities located in Dallas, Texas. Both facilities offer complete redundancy in power, HVAC, fire suppression, network connectivity, and security. With over 35,000 sq ft of raised floor and 15,000 sq ft of static free tile, The Planet has an offering to fit any need. Both facilities sit atop multiple power grids driven by TXU electric, both facilities have multiple Liebert and PowerWare UPS battery backup power, and both facilities have onsite permanent generator power. The HVAC systems are a combination of glycol, chilled water, and condenser units by Liebert and Data Aire to provide redundancy in cooling coupled with 6 managed backbone providers. Twelve more third party backbone providers are available in the building via cross connect. Fire suppression includes a pre-action dry pipe system in both facilities including VESDA (very early smoke detection apparatus) along with over 600 smoke detectors. Security is a main concern for The Planet and TRX so all facilities utilize key card access with CCTV for maximum security. All visitors to the data centers must check in and out of the facility. The goal is to provide maximum redundancy in every facet of the data center environment to facilitate 100% uptime for TRX and the RESX network.

## Network Security (External)

Multiple layers of security exist within the RESX network. This ensures sensitive customer data is protected from malicious activity originating from internal or external sources. Security enforcement begins at the border router level. Please see below:
The Planet utilizes a Cisco Certified Network consisting of Cisco 7500 and 7200 routers as border routers, Cisco 6500 series switches in the distribution layer, Cisco 6500 and 5500 switches in the aggregation layers, and Cisco 3500 and 2900 series switches at the customer layer. The network is fully meshed and redundant with 6 backbone providers. The current network consists of ATT (OC3), UUNet (OC3), InterNap (2x100Mbps), Qwest (1Gbps), and Cogent Communications (5x100Mbps). See the network diagram below.




Internet firewalls are installed at the customer layer to provide the RESX production network with maximum protection from malicious activity. The Internet firewall configuration consists of two Nokia IP530 appliances running in a distributed, high availability mode. The firewall operating system is a hardened flavor of Unix (IPSO). The firewall software is Check Point FW-1 NG/AI.

The Internet firewall logs are monitored and rotated daily. The logs are transferred to CD and retained permanently. All malicious intrusions and attempted breaches of the RESX network are investigated in accordance with the TRX Security Policy.

**Primary Network Intrusion Detection System (External)**

SmartDefense by Check Point and ISS are the primary intrusion detection systems. SmartDefense is configured to reject or drop malicious code attempting to enter the RESX network. See below:

<u>Centralized Control Against Attacks</u>

SmartDefense provides TRX with a single, centralized point of control against attacks. Attack types include mass-distributed and emerging attacks, like **Code Red** or **Nimda**, as well as **Denial of Service (DOS), Internet worms, illegal and malformed Internet traffic, and fragmentation attacks.** Alerting, tracking and auditing are all configured centrally, providing a complete solution for responding to attacks.

<u>Real-Time Attack Information</u>

The SmartDefense user interface includes background details on attacks and hyperlinks to even more information on the nature and characteristics of attacks.

Valuable attack forensics are provided through Check Point's rich log data and distributed logging infrastructure. This data provides TRX with knowledge about the nature of the attacks and potential responses, enhancing understanding and control over network attacks.

<u>On-Line Updates</u>

Because keeping security current is a key element of remaining secure, SmartDefense works in conjunction with an ongoing subscription service delivered by Check Point to ensure that the latest information on new and emerging attacks is available to TRX. These on-line updates expand the capabilities of SmartDefense, delivering a level of response and flexibility that hardware- and ASIC-based firewalls are not designed to provide.

**Primary Network Intrusion Detection (Internal)**
A Real Secure ISS sensor is the secondary intrusion detection system. Real Secure ISS is installed on the internal RESX production network behind the Internet firewall. The sensor is configured to alert the network administrator if a malicious intrusion is attempted.

The **RealSecure® Network Sensor** provides broad-based detection, prevention and response for attacks and misuse that originate from across a network.
Centrally managed from the **RealSecure® SiteProtector™** management platform, **RealSecure Network Sensor** quickly adjusts for different network needs, including user specified alerting, tuning of attack signatures, and creation of user-defined signatures. Self-installing **X-Press Update™** product enhancements ensure that the latest network security information is available and active. Self-installing full updates enable **RealSecure Network Sensors** to be upgraded from one release to another, assuring the latest product version is available and active.
All agents are centrally managed from the **RealSecure SiteProtector** management console, including automated installation, deployment and updates

**Network Security (Internal)**
A private point-to-point connection exists between the TRX internal corporate network and the RESX production network. A firewall is installed at this level. The firewall specifications are identical to the previously noted Internet firewalls. A select group of administrators are permitted to access the RESX production network from the TRX internal corporate network. All activity is logged and retained permanently.

**Network Security (Database)**
Firewalls are installed at the database level. Firewall specifications are identical to the previously noted Internet firewalls. This enables the RESX production database to exist on a separate, private network. Database access is restricted to production and maintenance traffic. All access is logged and retained permanently.

**Web/Application Server Hardening**
Web and application servers run Windows 2003 Server. Microsoft Internet Information Server serves the RESX content. Servers are configured and hardened by the Senior Systems Administrator. All servers are updated with the latest Microsoft operating system service packs, Internet Explorer versions and service packs, and security hot fixes and patches. All sample applications and unused script mappings are deleted. RDS support is disabled and SecuredIISPROD.vbs is executed. All unnecessary services such as FTP, SMTP, Indexing Service, Spooler, Messenger, and License Logging Service are stopped and disabled. Finally, the Microsoft Baseline Security Analyzer and IIS Lockdown tools are used to secure servers and HFNetChkLT.EXE verifies all critical patches have been installed.

**Antivirus Software**
Computer Associates Antivirus is installed on all web and application servers on the RESX production network. Definitions are updated daily from http://www.ca.com

**Remote Access**
The purpose of this section is to define standards for connecting to the RESX production network from remote hosts. These standards are designed to minimize the potential exposure to TRX from damages that may result from unauthorized use of TRX resources. Damages include the loss of sensitive client or company data, intellectual property, damage to public image, damage to TRX internal systems, etc.

This section applies to all TRX employees with a TRX owned or personally owned computer used to connect to the RESX production network.

Remote access implementations do not include any dial in systems and are limited to the following:

1. VPN Authentication from an external host.

**VPN Authentication from an External Host**
External remote access is provided via Check Point VPN/FW-1 SecuRemote using 3DES encryption or Cisco VPN concentrators with RSA SecurID authentication. Access to the RESX production network is strictly controlled through indirect access and several layers of authentication.

**Remote Access User Requirements**

1. Direct remote access to the RESX production network is not permitted. Employees must connect via an encrypted VPN tunnel to the TRX corporate network. After establishing a VPN connection, employees then connect to a designated computer via a password protected remote access solution. This connection is then verified by the firewall and SecurID two factor authentication where applicable.

2. TRX employees should never give their login password to anyone.

3. TRX employees must ensure that their TRX-owned computer, which is indirectly remotely connected to the RESX production network, is not simultaneously connected to any other network.

4. Personal equipment that is used to indirectly connect to the RESX production network must meet the requirements of TRX-owned equipment for remote access and receive IT approval. As a standard personally owned equipment is not permitted.

5. Reconfiguration of a user's equipment for the purpose of split tunneling or dual homing is not permitted.

**Vulnerability Assessment and Port Scanning**
The Security Department performs monthly scans of the RESX production network. The primary purpose of the scans is to ensure no "holes" exist that would allow malicious penetration. The secondary purpose of the scans is to ensure the IDS and firewall alert mechanisms are functioning properly. TRX uses the following products to perform vulnerability assessment.

Internet Periscope
SuperScan
LANGUARD Network Security Scanner
NMAP
780 and ISS also have been retained to perform vulnerability assessments to meet other client a regulatory requirements.

**Security Awareness**
All new TRX employees attend security awareness training. All TRX employees receive a copy of the TRX Security Policy. All TRX employees who access the RESX production network receive a copy of the RESX Security policy. TRX employees are required to sign a "statement of understanding" concerning TRX Security Policy. The Security Department subscribes to several security bulletins from SANS, Microsoft, Check Point, Nokia and CERT in order to be informed of the latest patches and vulnerabilities.

**Compliance**
All intrusions and violations of security policy are processed in accordance with the TRX Security Incident Response Team policies. In the event a TRX employee violates any security measure, TRX may restrict the employee's use of computing services, terminate the employee, and/or report the employee to the appropriate law enforcement agency.

Password Authentication Layers:
- VPN login required
- Terminal Service
- NT login required
- RSA/SecurID dual factor authentication required
- NT RESX login required

# TRX
# Inc.

# Business Continuity/ Disaster Recovery Plan

# APPROVAL AND AUTHORITY

After careful review and consideration, I hereby approve this Disaster Recovery Plan for use as described herein. Furthermore, as president/chief executive officer, I hereby vest full responsibility and authority for the execution of the Plan in the Disaster Recovery Team Coordinator as appointed hereby. The Plan was reviewed and approved by____________________.

Print Name: __________________________

Signature: __________________________

Date: ____________________________

| CORPORATE BUSINESS CONTINUITY USE ONLY |
|---|
| After careful review, Business Continuity agrees that the Plan is currently in compliance with policies, standards, and procedures as defined by the TRX, Inc. Business Continuity Policy.<br><br>Signature: ______________________<br>Title: __________________________<br>Date: __________________________ |

# TABLE OF CONTENTS

# SECTION 1 – INTRODUCTION / RESPONSIBILITIES

## INTRODUCTION

### Purpose of the Plan

The TRX Disaster Recovery Plan is a blueprint for responding to an adverse event that interrupts the operations and service. Examples of events include natural disasters (severe weather, floods, and earthquakes); man-made disasters (hazardous chemical spills, malicious activity and terrorism); and technical disasters (communications, power, equipment and software failures). The purpose of the Plan is to assist in a swift and orderly recovery from such events, whether the events are short in duration or last for several days/weeks. A return to normal business functions and service is the primary objective of the recovery process, which is clearly defined in the Plan.

### Scope of the Plan

The Plan includes information and procedures for pre-disaster planning, response operations, and active recovery plans for both man-made and natural disasters. It covers all structures and operations of the subsidiary and is augmented by resources provided by TRX, Inc. Information Technology, Operations, and Support Divisions.

### Policy

It is the policy of TRX, Inc. to effect a return to business as usual in as short a time as possible following an emergency, disaster, or other business interruption in order to ensure public confidence and credibility, service to customers, value to shareholders, and security to team members. This is accomplished by employing generally accepted best practices and standard components in support of the Plan as defined below:

- Emergency/crisis management plans for incident containment, communication, and operational recovery for a coordinated response to unanticipated situations to protect team members, customers, valuable information, and property.

- Business impact analysis to evaluate critical income-producing operations/assets and support processes/services provided internally by the Director of Controls and externally by third-party providers. It enables management to determine the cost, priority of effort, and resource assignment in the recovery of the business functions.

- Risk Assessment to identify potential and probable threats and develop preventive measures to mitigate and/or control them. Factors to consider in the assessment include the degree of probability that the threat or hazard will manifest itself, the severity of its effect, and the cost and effectiveness of any preventive measures or mitigating factors.

- Ongoing updates of the Plan by the disaster recovery coordinator to ensure that changes relative to business operations, systems, and the organizational structure of are integrated into established business continuity/disaster recovery processes/procedures.

- Annual review of the Plan by Business Continuity to ensure the Plan is in compliance.

- Annual Executive Management review and Board approval of the Plan to ensure appropriate oversight and use of resources for development, maintenance, testing, training, distribution and plan execution. Board minutes will reflect the approval process.

- The annual time frame reflected in the table below ensures that maintenance and approval of all disaster plans are managed in a consistent and structured manner.

| Milestones | Responsible Party | Annual Targeted Date |
|---|---|---|
| Ongoing maintenance of business unit disaster recovery plans | DRC | Ongoing |
| Final updates to Plan | DRC | October |
| Submission of updated Solutions Plan to Business Continuity for review | DRC | November |
| Review updated plans | TBC | November |
| CEO approval of updated Solutions Plan | CEO | Nov/Dec |
| Board approval of updated Solutions Plan (requires CEO signature/appropriate documentation) | CEO | January |
| Integration of approved plans into Corporate Plan | TBC | TBD |
| Annual regulatory review of the Corporate Plan | TBC | TBD |
| Audit review of the Corporate Plan | TA | Per Audit Schedule |

DRC – Disaster Recovery Coordinator    TBC – Corporate Business Continuity    TA – Audit

- Communication of the Plan to appropriate team members to ensure that they are aware of their roles and responsibilities in the event of an emergency or disaster. The Disaster Recovery Coordinator is responsible for the distribution of the Plan to Executive Management and recovery team leaders, who will then provide a copy to their respective recovery team members for plan execution and training purposes. To ensure that Executive Management and recovery team leaders have access to critical disaster recovery information should an incident occur after normal business hours or in the event the work facility is not accessible due to damage or destruction, an electronic and paper copy of the Plan will be retained at their respective residences or at a reasonable and secure off-site location.

- An enterprise-wide training strategy is incorporated into the Plan (see *Training Strategy* section) to include annual emergency preparedness and disaster recovery training for all team members to ensure an attitude of awareness and readiness in the event of an emergency or disaster. Advanced disaster recovery training, to include table-top (scenario) exercises developed for Executive Management and business unit recovery team leaders, will also be facilitated on a periodic basis to build confidence in emergency response practices and disaster recovery readiness.

- An enterprise-wide testing strategy is incorporated into the Plan (see *Testing Strategy* section) to ensure that recovery objectives can be achieved during any type of business interruption. Periodic testing of the Plan in the form of simulations or table top exercises will be performed to include major plan components and critical performance areas such as applications and operating systems, off-line and alternate site operations, emergency response procedures, and crisis communications. Enterprise-wide applications and systems testing will be done in tandem with the Information Technology and Operations testing schedule.

- Review of the Plan and its supporting documents by Audit, external auditors, and regulatory agency representatives to ensure that employs best practices and appropriate diligence in upholding its responsibilities.

- Confidentiality of the Plan to ensure strategies and assets, as well as team member information is safe-guarded and secure. The information contained in the Plan should not be casually discussed, copied without authorization, or distributed in any way to persons who are not required or entitled to know its contents.

**Assumptions**

The Plan is developed under the following assumptions:

- Qualified team members will be available to execute the Plan.
- Emergency management agencies, third-party providers, and other support teams will be available and/or operational.
- Emergency evacuation and shelter-in-place plans for each facility exist.
- Incoming telephone calls will be rerouted as quickly as possible.
- Inefficiencies are expected during a stabilization period.

# RESPONSIBILITIES

## Business Continuity Responsibilities

The Executive management team has directed Business Continuity to formalize the management of corporate business continuity/disaster recovery as an integral part of TRX, Inc's. business strategy with a major focus on the following:

- Enterprise-wide business continuity planning and review/management of business continuity/disaster recovery plans to include respective Executive management approval to ensure compliance with regulations.

- Emergency preparedness/disaster recovery readiness training for team members, business unit leaders, and Executive Management to include specialized training for disaster recovery coordinators and response team leaders.

- Planned and well-organized end-to-end disaster recovery testing and table-top exercises involving cross-functional Business Units, crisis management teams, and third-party providers to demonstrate their readiness and responsiveness to potential critical incidents or disasters.

- Professional business continuity support with regard to the assessment of risk exposures and the development of mitigation strategies.

- Benchmarking and implementation of business continuity/disaster recovery best practices.

- Administration and coordination of certain disaster recovery services provided by vendors to include contract management.

- Centralized internal audit and examination support.

## Disaster Recovery Coordinator Responsibilities

An appointed Disaster Recovery Coordinator has the responsibility for maintaining the Plan on a current basis; providing information and analysis as called for in the Plan, reporting the status of the Plan and its contents to Business Continuity for formal approval on an annual basis and for auditing control and appropriate documentation. Approval of the Plan by Executive Management includes acceptance of the above-referenced responsibilities.

**Executive/Senior Management Responsibilities**

TRX's Executive/Senior Management is responsible for the following:

- Allocating sufficient resources and knowledgeable personnel to develop the Business Continuity Plan;
- Setting policy by determining how the institution will manage and control identified risks;
- Reviewing Business Continuity Plan test results;
- Approving the Business Continuity Plan on an annual basis; and
- Ensuring the Plan is kept up-to-date and team members are trained and aware of their roles in its implementation.

Specifically, Executive Management are responsible for identifying, assessing, prioritizing, managing, and controlling risks and ensuring that necessary resources are devoted to creating, maintaining, and testing the Plan. Also it fulfills its business continuity planning responsibilities by setting policy, prioritizing critical business functions, allocating sufficient resources and personnel, providing oversight, approving the Business Continuity Plan, reviewing test results, and ensuring maintenance of a current plan. Executive management is also responsible for the actual declaration of a disaster. Specific guidelines relating to both a disaster and a critical incident are found in Section III – Disaster Recovery Activation.

**Management/Supervisory Responsibilities**

Managers assume a lead role in contingency planning for their respective Business Units taking into consideration: 1) risk management strategies that would limit the impact of a critical incident or disaster, e.g., inventory and proper storage of vital records; 2) recovery processes immediately following a disaster that normally covers the first 24 to 48-hour period; and 3) stabilization procedures that may begin coincidentally with the recovery procedures, but extend for several days or weeks. Depending on the type and severity of the disaster, long-range restoration plans are made during the stabilization period, if needed.

Managers ensure that established manual procedures for business functions reflect current operational practices and are documented in the Plan. They lead their respective recovery teams to ensure the expedient recovery of business operations to include the allocation of appropriate resources during each phase of recovery and the verification of application functionality once hardware and software have been restored. Team member safety and emergency notification, which requires updated emergency contact information, are also the responsibility of managers.

**Recovery Team Responsibilities**

Recovery teams are structured based on specialized skills and are responsible for the effective execution of the Plan once a critical incident or disaster has been declared by Executive Management. Each team has a designated leader who is responsible for creating a team succession list in the event the primary team leader is not available. This designation is reflected on the Disaster Recovery Team Worksheet for each recovery team. All members of these teams will participate in various levels of disaster recovery training and exercises each year. The primary responsibilities of each team are reflected below:

Executive Management Team – This team formally declares a disaster, if necessary, and is responsible for ensuring that proper resources are available for recovery. Executive management has final approval on information presented at all media or external briefings, and is the only group authorized to designate a media representative. The Disaster Recovery Coordinator reports the status of the recovery, special situations, and requirements to this team on an as-needed basis. It is understood that the Disaster Recovery Coordinator is authorized by Executive Management to proceed with directing the recovery as necessary.

Business Unit Recovery Team – This team is led by the Disaster Recovery Coordinator and is comprised of the managers of critical functional areas within each business function, as well as the primary leaders of the teams referenced below. The team is responsible for the coordination of emergency contacts, team member and customer safety, appropriate emergency notification, and the execution of the Plan once a disaster has been declared. See *Section III – Disaster Recovery Activation* for specific roles each team member plays. Advanced disaster recovery training and exercises are vital to the success of this team.

Preliminary Damage Assessment Team – This team is responsible for evaluating facilities or systems that may have sustained damage during an incident and reporting the extent of observable damage to the Executive Management Team. The team may be comprised of both internal and external resources, and along with the Disaster Recovery Coordinator, makes recommendations to the Executive Management Team as to whether or not a disaster declaration is appropriate and what immediate actions are required for stabilization.

Department Recovery Teams – These teams are department-based and assume responsibility for their respective department's recovery operations under the leadership of their team leaders. It is assumed that department managers will be the recovery team leaders; however, in some cases there may be an exception. The teams are comprised of designated team members who have been assigned specific tasks in their functional areas that will expedite recovery and restoration in an effective and efficient manner. Team leaders of critical functional areas may play a dual role in that they may also be members of the Business Unit Recovery Team as referenced above.

Administration Support Team – This team works with the team leaders of all recovery teams to ensure that the Office Supply, Furniture, Equipment, Software Priority, and Stand-Alone Hardware & Software Inventory Worksheets are updated on a periodic basis. The team leader works with the Disaster Recovery Coordinator to ensure that updated worksheets for all departments are maintained in the Plan for immediate use. In the event of a critical incident or disaster, the team is responsible for ordering, receiving, and distributing all needed material and equipment. The team is also responsible for rerouting incoming phone calls and messaging; coordinating the installation of equipment; documenting and reporting recovery activities; and providing the Executive Management and Business Unit Recovery Teams administration support during the entire recovery process.

Vital Records Recovery Team – This team is responsible for managing and overseeing the restoration of vital records. It requires working collaboratively with the department managers who are responsible for maintaining an inventory of vital records in their respective Business Units. The leader of this team reports to the Disaster Recovery Coordinator. See the *Vital Records* section of the Plan for further information.

## Team Member Responsibilities

All team members are responsible for 1) ensuring that personal contact information to be utilized in the event of an emergency or disaster is current, and that any changes in status that might affect their availability in an emergency are communicated to team leaders; 2) carrying out assigned recovery procedures as directed; and 3) participating in training to ensure disaster recovery readiness.

# SECTION 2 – BUSINESS CONTINUITY/ DISASTER RECOVERY PLANNING

**Introduction**

This section includes resource sub-sections on planning, testing, training, and vital records.

**Plan Strategies**

Business continuity planning focuses on an integrated set of procedures and resource information that is used to recover from an event that has caused a disruption to business operations. The prioritization of critical business systems and functions is critical to the planning process and is addressed in more detail in the Business Impact Analysis sub-section. Strategic issues considered in the development of the Plan include the chain of command for the recovery, the staffing of the recovery teams, and the testing of the Plan. The structure of the Plan addresses:

- initial response;
- damage assessment;
- team member notifications and mobilization;
- recovery team(s) roles, responsibilities, and procedures;
- team member, vendor and customer information
- testing and maintenance procedures.

**Succession of Executive Authority Roster / Organization Chart**

The succession of executive authority to declare a disaster and execute the Plan ensures that executive decisions will continue to be made during a disaster recovery effort should certain members of this management group be unavailable. The Succession of Executive Authority Roster has been completed by the Disaster Recovery Coordinator and approved by the Chief Executive Officer. It is the responsibility of the Disaster Recovery Coordinator to maintain the Succession of Executive Authority Roster in the Plan, along with a copy of the Organizational Chart.

## Disaster Recovery Planning Workbook

The Disaster Recovery Workbook is a planning tool that provides emergency contact information, organizes the structure of recovery teams, and helps identify required resources. The Disaster Recovery Coordinator works with all team leaders to ensure that the Workbook is updated on an  basis and is maintained as an integral part of the Plan. The Workbook includes the following resources:

1. Emergency Contacts Worksheet – This worksheet is comprised of the team members that need to be contacted when an incident occurs and includes the Executive Management Team, the Disaster Recovery Coordinator, the Security Officer, and other critical team leaders within the location. Emergency numbers for public safety agencies, utility companies, contractors, and other critical vendors are also found here.

2. Emergency Contact Worksheet – This worksheet provides emergency contact information for Corporate Business Continuity, Information Technology & Operations, Corporate Communications, Risk Management, Facilities Management, and Corporate Security.

3. Disaster Recovery Recall Roster – The roster is generated from the PeopleSoft team member data base and reflects work locations and emergency contact information. It is used for creating business unit recovery teams, as well as team member accountability and recall in the event of an incident.

4. Disaster Recovery Team Worksheet – This worksheet is used to organize recovery teams and provides information relative to the leadership and alternate work location of each team. The make-up of disaster recovery teams is explained in the previous section entitled *Recovery Team Responsibilities*.

5. Office Supply Worksheet – This worksheet reflects the supply and material needs of each business unit or recovery team based on each phase of recovery. The Workbook Guidelines provide specific information on the completion of the worksheet. The Supply Team is responsible for working with team leaders and the Disaster Recovery Coordinator to ensure that each business unit's Office Supply Worksheet is updated and included in the Plan.

6. Furniture Worksheet – This worksheet includes required furniture and furnishings for each business unit or recovery team based on each phase of recovery. The Workbook Guidelines provide specific information on the completion of the worksheet. The Supply Team is responsible for working with team leaders and the Disaster Recovery Coordinator to ensure that each business unit's Furniture Worksheet is updated and included in the Plan.

7. Equipment Worksheet – This worksheet contains required equipment for each business unit or recovery team based on each phase of recovery. The Workbook Guidelines provide specific information on the completion of the worksheet. The Supply Team is responsible for working with team leaders and the Disaster Recovery Coordinator to ensure that each business unit's Equipment Worksheet is updated and included in the Plan.

8. Software Priority Worksheet – This worksheet reflects the software in use and its priority rankings as recorded by Information Technology. This list is customized for each location/solution for which the Plan is written and will be used to install software in new equipment or to restore functions after data service has been interrupted.

9. Stand-Alone Hardware & Software Inventory Worksheet – This worksheet provides an inventory of stand-alone hardware and software that are not supported through the Information Technology department. Each department manager is responsible for completing the worksheet and providing this information to the Disaster Recovery Coordinator for documentation in the Plan.

10. Vital Records Inventory Worksheet – This worksheet provides an inventory of all vital records by department. Each department manager is responsible for completing this worksheet and providing this information to the Disaster Recovery Coordinator for documentation in the Plan.

**Physical Risk Assessment**

A physical risk assessment is an evaluation of the exposures present in the external and internal environment. It identifies whether or not each facility is susceptible to floods, hurricanes, tornadoes, HVAC failure, sabotage, etc. For each threat that is relevant, measures to mitigate losses are identified. An example of this process would be analyzing the threat of severe weather and determining if there is a severe weather warning system in the community; a safe place for team members and customers to shelter in; a secure place for valuable documents and equipment to prevent damage or loss; etc. The assessment process is conducted with all types of natural and man-made threats in mind and enables the Disaster Recovery Coordinator to compile a list of recommendations for improvement for each facility.

Important resources for information include Corporate Safety, emergency management agencies, and insurance statistics. In addition, each county office coordinates planning and emergency efforts using data on utilities, communication systems, local resources and hazards such as dams, rivers, factories, airports, military bases, and other features that can affect safety. It is strongly recommended that all disaster recovery planning efforts take into account the information available from these valuable resources.

A Physical Risk Assessment form provides a template for completing the risk assessment, which will be a valuable tool for the risk management program.

## Business Impact Analysis

The Business Impact Analysis is an important tool for strategic recovery planning. It helps determine the criticality and priority of business functions and their resource dependencies, recovery time objectives, and resource needs within each department/business unit. By going through a Business Impact Analysis, the location/solution will gain a common understanding of functions that are critical to its survival and achieve more effective planning at a lower cost by focusing on essential business functions. It is the responsibility of all managers/team leaders to work with the Disaster Recovery Coordinator in the completion of their department's Business Impact Analysis Form.

## Alternate Recovery Site Plan

The Alternate Recovery Site Plan reflects the recovery strategy that will be used should any facility be inaccessible for business operations. Computer room capability (hardware and software operations/information networking), business unit interdependencies, communications requirements (voice and data), work area requirements (space, equipment, supplies, vital records, etc.), staffing levels, geographical location, transportation, and other resource requirements are considered in selecting an alternate recovery site. Alternate sites to be considered include existing subsidiary-owned facilities/branches or leased office space. It may be necessary to use a mobile unit as a temporary site to conduct business if other accommodations cannot be made.

## Transportation Plan

The Transportation Plan is activated when normal courier service is disrupted for transporting supplies, equipment, or important documents. Team members may also need transportation if it is necessary to travel to an alternate location that is significantly farther away from their homes than their primary location. Rental vehicles such as vans or SUVs are preferred in transporting team members or material, however, availability of such vehicles cannot be guaranteed. Following a community or regional event, they are likely to be in such demand that private vehicle use is the only option. The Transportation Plan requires pre-planning to determine which team members can use their personal vehicles and which centrally located site can be used for team member pick-up/transportation. Team members who volunteer must be familiar with the routes to be taken and must not take any risks during extreme road or weather conditions. Team member safety is the primary goal. Team members will be reimbursed for mileage in accordance with HR policy for the use of their personal vehicle.

Travel routes and pre-determined pick-up sites, as well as the driver's cell phone number should be documented in the Plan. At the time of the event, the names of all passengers should also be documented.

In some situations, critical documents will need to be flown from one location to another. In such cases, the Disaster Recovery Coordinator will make arrangements through Business Continuity and Corporate Travel for these arrangements.

A Transportation Plan template has been partially completed to demonstrate the Planning process. It is the responsibility of the Disaster Recovery Coordinator to complete the Transportation Plan for utilization during the recovery process.

## Emergency Evacuation & Severe Weather Plans

Evacuation and severe weather plans are an integral part of the security and safety of team members and are created for each facility. They include emergency evacuation and shelter-in-place instructions, as well as accountability information. Facilities/HR is responsible for maintaining updated plans for each work location and posting them in conspicuous locations throughout each facility. It is the responsibility of the Disaster Recovery Coordinator to document the Plan with copies of each facility's Evacuation and Severe Weather Plans.

Model emergency evacuation and severe weather plans are included for reference purposes, but will be replaced by actual plans as referenced above.

## Facility Floor Plans

Floor plans are vital tools in the event of an emergency and may be requested by public safety agencies or utility personnel to determine regress or egress capabilities to a facility and to access power, water, or gas shut-offs. The Disaster Recovery Coordinator is responsible for maintaining current floor plans of all facilities and including them in the Plan.

## Stand-Alone Hardware and Software Inventory

The Disaster Recovery Coordinator is responsible for identifying and listing all hardware and software that are not supported by or acquired through the Information Technology department. Strategies for recovery and vendor contact information are also documented on the Stand-Alone Hardware and Software Inventory Worksheet. Since replacement of Stand-Alone software is not always easily accomplished, it is recommended that the responsible administrator ensure that a copy is installed on the Stand-Alone, and that the original software is stored at a safe location.

## Vital Records Inventory

An inventory of vital records, both electronic and paper, is a critical component of the recovery strategy. Knowing where paper documents and electronic media are stored, whether on-site or off-site, will save the business unit recovery teams substantial time in assessing the loss or damage of vital records. The Vital Records Inventory Worksheet is to be completed by each department manager and updated on a periodic basis. The Disaster Recovery Coordinator is responsible for maintaining the worksheets in the Plan for recovery purposes.

## Crisis Communications Plan

Effective communication is vital in an emergency. Having a crisis communications plan in place allows management to concentrate on the specific messages that need to be conveyed, the audiences that need to be reached, and the distribution channels that will be most effective. Communication spans a broad range of issues, from the initial declaration of an emergency situation to relaying evacuation procedures to providing critical information as an event unfolds. Team members and their families, emergency services, Executive Management and support teams, key customers and vendors, shareholders, regulators, and the news media will each require different information during and after an event. By keeping these key individuals – both internal and external – well-informed, TRX, Inc. can save lives, protect their ability to do business, minimize damage to reputation, maintain credibility, and generally lessen the negative effects of a catastrophe. The Crisis Communications Plan is located in *Section II – Phase I – First Response to Emergencies*.

## Training Strategy

The training strategy for TRX, Inc. is to maintain a high state of readiness to respond to multiple types of critical incidents or disasters. All team members will participate in various levels of annual training to include emergency preparedness, safety awareness, and disaster recovery readiness. Business Continuity will provide training resources and support to include advanced disaster recovery readiness training in the form of table-top exercises for Executive Management and business unit recovery team leaders. These simulated scenario-based team exercises will heighten the understanding of interdependencies between Business Units; demonstrate the effectiveness and adequacy of each business unit's recovery action plan; and help to identify deficiencies in existing recovery procedures. All training, to include the names of participants, will be updated each year and documented in the Plan by the Disaster Recovery Coordinator for internal audit and examination review.

## Testing Strategy

The testing strategy for TRX, Inc. is to ensure the effectiveness of the Plan and the high performance in the recovery of technology connectivity and computer processing functions in the event of a business interruption. Testing determines if documented recovery strategies and associated recovery procedures are viable to recover critical business functions within their stated recovery time objectives; validates planning assumptions; verifies the effectiveness of team functions and third-party support; and identifies the strengths and weaknesses in the Plan. Testing can be done in parts (component testing) or all at once (full business testing). Component tests are actual physical exercises designed to assess the readiness and effectiveness of discrete plan elements and recovery activities. The isolation of key recovery activities allows team members to focus their efforts while limiting testing expense and resources. This methodology of testing can be achieved through well-planned table-top exercises as referenced above in the *Training Strategy* section.

The full business test requires extensive planning and preparation and the simulated recovery of critical business functions across Business Units. It is the closest exercise to an actual disaster and provides a business unit with a level of confidence about their ability to recover in an actual event. Business applications/systems not supported by Information Technology and Operations will be tested on an annual basis under the direction of the Security Facilitator and the Disaster Recovery Coordinator.
All testing, to include the type, objective, scope, results, and final evaluation, will be conducted each year and documented in the Plan by the Disaster Recovery Coordinator for internal audit and examination review.

**How to Use the Plan**

Prior to a disaster, the Plan is to be used as a training and educational tool for all personnel, especially Disaster Recovery Team members. When a critical incident or disaster occurs, the Disaster Recovery Coordinator will use the Plan as a guide to recover business operations. Authorization has been granted to allow the Disaster Recovery Team Coordinator to move quickly to mitigate losses and to manage the execution of the Plan. Activation of the Plan may require resources not ordinarily used, such as assistance from Information Technology & Operations, Facilities Management, Risk Management/Business Continuity, Corporate Communications, and Human Resources. The location/solution may also need external resources such as document restoration services, facility repair or reconstruction, utility repair, temporary office or customer space, or security services. These resources are listed in the Emergency Contact List and the Location/Solution Emergency Contact List.

Post-incident review by the Executive Management and Business Unit Recovery Teams will result in improvements/modifications to the recovery process(es) as "lessons learned". It is the responsibility of the Disaster Recovery Coordinator to update the Plan accordingly.

# SECTION 3 – DISASTER RECOVERY PLAN ACTIVATION

## Introduction

This section of the Plan includes recommended procedures for three phases of recovery: Phase I – First Response to Emergencies; Phase II – Initiating the Recovery;- and Phase III – Operational Recovery. It considers all likely requirements and makes provisions for responding in an organized sequence to adverse events.

## Phase I – First Response to Emergencies

An emergency response plan is called into action at the time a critical incident or disaster occurs and covers the first 24 to 48 hours following the incident. It includes primarily issues that demand immediate attention and are prerequisites to maintaining business continuity; however, it does not include strategies for maintaining business continuity during a stabilization period. The most essential issues to be considered are:

- Incident containment and safety
- Crisis communications
- Impact Damage assessment
- Emergency command center
- Declaration of a critical incident or a disaster
- Rerouting incoming phone calls and/or messaging
- Initiating restoration of computer processing capability
- Physical security

## Incident Containment & Safety

Containment refers to controlling the effects of any incident in so far as it is reasonable to do so. To contain an emergency situation or potential crisis means protecting team members and customers from danger, protecting the facility and valuable property, and limiting liability exposures if at all possible.

Team member safety is the first priority in any emergency. During an emergency evacuation, any attempt to secure assets will only be made when it is certain that team members will be able to safely leave a building after doing so. If team members have been evacuated from a facility, and it is not apparent when they will be able to re-enter, they may be permitted to go home. They will be notified later by their team leaders as to when they may return to work. In a situation where sheltering in place (remaining in the building) is the best strategy, team members will be instructed to move to the safest area of the building. The Facility manager/ HR is responsible for providing special instructions and posting the emergency evacuation and severe weather plans in conspicuous locations throughout each facility. (See the Emergency Evacuation and Severe Weather Plans.)

Emergency situations often require the help of emergency responders. Team members are urged to contact emergency agencies (911) immediately to ensure appropriate assistance is given. Once emergency responders arrive, they will direct activities and should be deferred to until the immediate effects of the incident are contained.

When the Executive Management team has advance knowledge of a potential hazard, i.e., hurricane targeting geographical area, the decision to close may be made ahead of time. The advantage is to ensure the safety and well-being of team members and the protection of assets from damage. In the event the facility is closed, either before or after an incident has occurred, it is necessary to make the appropriate notifications reflected in the Required Notification of Incident/Disaster/Unscheduled Closing form. Information Technology and Operations will provide special instructions for the proper shut-down of systems.

## Crisis Communications Plan

The Crisis Communications Plan provides guidelines and general procedures to be used in the event of an emergency.

### 1. Executive Management Notification

The Location/Solution Emergency Contacts Worksheet includes Executive Management emergency contact information. It is critical that the designated emergency contacts be notified immediately during or after normal business hours. See the chart below for information that should be given in the notification process and recorded for permanent documentation purposes.

| **Information that must be given about an incident or emergency (first report by any team member to persons on Location/Solution Emergency Contacts Worksheet.** | |
|---|---|
| 1. | Name of person performing notification |
| 2. | Name of facility/Solution affected |
| 3. | Type of incident or emergency |
| 4. | Time incident or emergency occurred or began |
| 5. | Status of team members (safe and sound, injuries, fatalities) |
| 6. | Damage to facility |
| 7. | Whether facility has been closed or is going to close |
| 8. | Who else has been informed |
| 9. | Phone number where the caller can be reached or other person/phone number to call |

### 2. Team Member Emergency Notification

The Team Member Recall Roster provides emergency contact information for all team members. Team leaders are responsible for taking immediate and appropriate actions to allay fears or concerns and to prevent negative impact through appropriate team member communications. If the incident occurs during normal business hours, team leaders and/or the emergency management agencies will provide immediate instructions to ensure the safety and well-being of team members. If the incident occurs after normal business hours, team leaders are required to immediately notify their team members of the incident and advise them to await further instructions before reporting to work since the facility or critical systems may not be operable. Methods for contacting team members include direct phone calls, voice-mail, or e-mail, depending upon what is accessible. Cell phone communication is vital in the event local telecommunications are inoperable. Local radio and television media will also provide valuable information and special announcements.

### 3. Family Member Notification

In the event of serious injuries, family members will be contacted by a member of senior management and the Human Resources representative. In the event of a death, notification is performed in conjunction with the local Coroner's office.

## 4. Notification

The Emergency Contacts Worksheet reflects the order of notification to ensure immediate response from the support teams. These persons should be notified once emergency contacts have been made and an assessment of the event can be provided. The chart above used for the Subsidiary emergency contacts should be used for notifying.

## 5. Media Management

In dealing with the news media, designated executives or a representative from the Public Relations staff are the only ones permitted to field questions from the press. Information that is inadvertently or inappropriately given to the media and communicated to the public may cause great distress to team members and their families and may have a devastating effect on the reputation of TRX, Inc. Corporate Communications has trained professionals that will assist in the preparation of news media comments.

The following guidelines will be considered when interacting with the media:

- Take immediate and appropriate actions to allay fears or concerns and to prevent negative impact through appropriate media communications.
- Designate a spokesperson to interact with media representatives throughout the crisis (preferably this spokesperson should be the same person who issued the first comments and message to the media) – be accessible, be patient, and speak simply.
- Determine if an immediate media briefing is necessary, and if further briefings will be needed.
- Determine the location from which the briefing(s) will be given.
- Remember to control the environment and the images to the greatest extent possible.
- Give all of the bad news at once and then balance it with good news.
- Tell and show constituents how the Company has responded to the incident.
- Anticipate and clarify questions.
- Respond to or correct negative messages. Do not be paranoid.
- Never speculate and NEVER say, "No Comment."
- Don't choose favorites in the media.
- Place proactive or reactive advertisements, if necessary.
- Establish hotlines or Web-sites for updates or follow-ups (with assistance from the Information Technology department.
- Deliver what has been promised.

## 6. Service Providers, Vendors, and Regulatory Agencies

Once a damage assessment has been completed, it will be necessary to contact service providers and appropriate vendors and regulatory agencies. The Location/Solution Emergency Contacts Worksheet and the Required Notification of Incident/Disaster/Unscheduled Closing reflect the emergency contact information.

### 7. Customer Relations

In order to maintain good customer relations the customer base will be contacted and informed of the current situation should an incident occur. Corporate Communications and Client Services will assist in the preparation of customer relations comments.

## Damage Assessment

The Preliminary Damage Assessment Team is responsible for providing Executive Management and the Disaster Recovery Coordinator a prompt and comprehensive report of any facility, equipment, or other asset damage. The Incident Report/Declaration of Critical Incident or Disaster is used to gather information for reporting purposes and helps Executive Management to determine whether a disaster is to be declared. This also becomes a valuable document for legal and insurance purposes.

## Network Operations Center

The Network Operations Center (NOC) is staffed 24 hours a day, seven days a week, and is a secure facility located in Atlanta, GA with a redundant location in Bangalore, India. Through a collection of software management tools, all primary solution sets, including CORREX, RESX, SELEX, TRANXACT, and DATATRAX, are monitored for health and uptime. Thorough documentation on the solution sets' hardware and software infrastructure is controlled and updated by the NOC. All incidents are discovered, managed, and resolved at the NOC level while involving internal company escalation partners if required. For pertaining incidents, the Disaster Recovery plan is executed and the Disaster Recovery Coordinator is contacted.

## Emergency Command Center

In the event of an emergency, the Disaster Recovery Coordinator is responsible for assembling the Executive Management, Business Unit Recovery, and the Preliminary Damage Assessment teams at a pre-determined location for the purpose of assessing the damage and prognosis of recovery, determining whether or not a disaster should be declared, and monitoring and coordinating the recovery effort. Once the disaster or critical incident has been declared, the other recovery teams are assembled to activate the Plan. This meeting place is considered the Emergency Command Center and is either established in a large conference room or adjoining offices for ease of communication and ample space to execute the recovery plan. This area will not be open to the public due to the confidential nature of the information exchanged during the recovery process. A dedicated telephone, conference line, with a speaker phone will be used since it will be necessary to communicate with off-site recovery team members.

## Declaration of Critical Incident or Disaster

A disaster is defined as any event that creates an inability to provide customer-related services and critical business functions for more than eight (8) hours. Issues that will determine whether a disaster is declared include:

- extent of damage and accessibility to the facility;
- duration of power/utility outage;
- ability to restore business systems and/or replace critical equipment
- interruption of technology support provided by Information Technology and Operations departments.

The declaration of a critical incident or disaster is the responsibility of Executive Management and consists of a formal statement that acknowledges the declaration and enables activation of the recovery plan. The Incident Report/Declaration of Critical Incident or Disaster is used to document the event. When this has been done, steps planned to mitigate the effects of the disaster will be taken by authorized team members. Each Level is defined as Disaster Condition ("Discon") and as the following:

- **Discon level 1** (Disaster)
  - Outages of greater than 8 hours
- **Discon level 2** (Critical Incident)
  - Expected outages of 8 hours or less
- **Discon level 3** (Incident)
  - Expected outages of 4 hours or less

It is possible that the effects of an incident will require activation of one or more parts of the Plan without requiring a declaration of disaster. The table below reflects the possible effects of multiple events and the appropriate levels of response:

| **Declaration of Critical Incident or Disaster** | | | |
|---|---|---|---|
| **Type of Event** | **Effect** | **Appropriate Declaration** | **Declaration Responsibility** |
| **Physical Property / Human Resources** | | | |
| Physical damage to facility, violence in the workplace | Temporary business interruption of less than 8 hours but greater than 4 | DISCON LEVEL 2 | Executive Management |
| Physical damage to facility, violence in the workplace | Substantial damage/ destruction of facility or business interruption greater than 8 hours | DISCON LEVEL 1 | Executive Management |
| **Technology / Data Communications** | | | |
| Any local event that affects data lines or loss of servers in facility; hardware component failures or software malfunctions | Loss of data communications | Qualifier: Can service or equipment be restored in less than 8 hours ?<br><br>Less than 8 hours: | Executive Management |

| | | | |
|---|---|---|---|
| | | DISCON LEVEL 2<br>Greater than 8 hours:<br>DISCON LEVEL 1 | |
| Any regional event that impacts the Data Center or the stand alone centers | Loss of Data Center connectivity or processing services | Qualifier: Can service or equipment be re-stored in less than 8 hours ?<br><br>Less than 8 hours:<br>DISCON LEVEL 2<br><br>Greater than 8 hours:<br>DISCON LEVEL 1 | Executive Management |

The following chart is a guideline for emergency notification of all critical incidents and disasters:

| Emergency Notification | |
|---|---|
| **Critical Incidents (DISCON LEVEL 2)** | **Disasters (DISCON LEVEL 3)** |
| 1. Location/Solution Executive Management<br>2. Public Emergency Agencies<br>3. Support Teams<br>4. Executive Management<br>5. Vendors and Service Providers<br>6. Regulatory Agencies<br>7. Directors/Customers (optional) | 1. Location/Solution Executive Management<br>2. Team Members (and Family Members)<br>3. Public Emergency Agencies<br>4. Support Teams<br>5. Executive Management<br>6. Vendors and Service Providers<br>7. Regulatory Agencies<br>8. Directors/Customers |

## Rerouting Incoming Phone Calls and/or Messaging

The NOC with the assistance of Telecomm Support is responsible for rerouting incoming phone calls or taking messages during the initial emergency response period. If the facility is inaccessible, it may be necessary to notify the vendor and request that the phone service (voice and fax) be forwarded to a temporary location.

## Initiating Restoration of Computer Processing Capability

Information Technology & Operations will be notified immediately to allocate resources for the restoration process. An assessment will be done by the damage assessment team and recommendations and options will be provided to the Executive management for decisions.

## Physical Security

It is imperative that physical security of the facility be established immediately in the most appropriate manner feasible depending upon the type of disaster. It may be necessary to engage contract security for protecting the site.

## Phase II – Initiating the Recovery

### Recovery Documentation

As the location/Solution begins recovery operations, there are many needs and issues to be resolved quickly. These will be managed by the Executive Management and Business Unit Recovery Teams using special forms that have been created to aid in the recovery efforts:

- Incident Report/Declaration of Critical Incident or Disaster
- Team Member Contact Report
- Emergency Command Center Call Log
- Vendor Contact Report
- Public Safety/External Agency Contact Report
- Supply Order Report
- Recovery Status Report
- Regulatory Agency Contact Report
- Media Contact Report
- Department Recovery Expense Report

These forms will enable the Disaster Recovery Coordinator to document 1) the declaration of the critical incident or disaster, 2) specific actions taken by the recovery teams, 3) the procurement, replacement costs, and distribution of supplies, furniture, and equipment, and 4) the status of the recovery efforts. This information will also serve a vital purpose in the insurance claims process and future contingency planning.

### Insurance Claims

The above-referenced recovery forms will provide valuable information in the completion of insurance claim forms, which will be provided electronically upon request by Risk Management. The Risk Insurance Administrator will assist in the completion of the claim forms and provide professional support during the claims processing period.

## Recovery of Business Site

### Alternate Recovery Site

In the event of a business disruption and/or disaster, it is the responsibility of the Disaster Recovery Coordinator and Executive Management to have predetermined an alternate recovery site where business processes can resume and have been identified as critical in the Business Impact Analysis and subsequently in the Plan. It may be necessary to reprioritize non-critical business functions at the alternate recovery site in order to provide work space for the in-coming critical staff.

### Damaged Facility

If the damaged facility is being repaired and is only partially accessible, it may be determined that only critical customer-related business functions be performed and non-critical processes (pre-determined administrative functions) be delayed so that the critical staff can occupy the available space.

## Placement of Staff

Team members will either be reassigned to another work location or directed to stay at home on stand-by based on the priority of their work assignments. This pre-determined recovery strategy is reflected on the Disaster Recovery Team Worksheet.

## Furniture, Supplies, Equipment

The Office Supply, Furniture, and Equipment Worksheets reflect the material needed for each phase of recovery. The material required for emergency operations (first phase) include basic items assuming that the facility affected will reopen as quickly as possible. The Administration Support Team will procure supplies and furniture from local vendors and work with Information Technology for hardware and software needs. Hardware will be delivered using the most expeditious manner of transportation and software will be restored on a predetermined priority basis with customer-related business processes having first priority.

## Phase III – Operational Recovery

### Recovery Strategy

As noted above, preplanning includes an assessment tool, the Alternate Recovery Site Plan that the Business Unit Recovery Team uses to determine the facility recovery strategy for a particular incident. This plan is also intended to be used to determine the level of service that can be offered to customers after a disruption.

The table shown below reflects strategies for operational recovery based on the type and effect of critical incidents or disasters:

**Strategies for Operational Recovery**

| Incident or Disaster Type | Effect | Recovery Strategy | Operational Requirements | Risks |
|---|---|---|---|---|
| Loss of facility | Inability to serve customers | Temporary alternate site. | Power, water, data communications, GDS; determine whether all team members would report to other offices | Minimum time to set up alternate facility is 72 hours (48 for delivery, 24 for set-up); no service to customers during this period; all services may not be available at recovering facility. Client specific connectivity can cause longer outages. |
| Loss of data communications (local) | Inability to process transactions or perform customer service | Temporary alternate site. | Telephones ,Internet, GDS must be available; reserved use recommended | Increased risk of error and fraud; slowed service; time required for local utility to repair lines uncertain |
| Loss of Main Office | Inability to serve customers; loss of ability to perform administrative functions | Functions dispersed to other offices<br><br>Operations assistance required | Count of seats required and relocation plan by department<br><br>Transportation plan for team members | Minimum time to set up facilities for relocating departments; includes furniture delivery and set up & reassignment of ID's to various servers |
| Loss of Processing Center | Inability to process work at usual location | Function and documents transferred to next alternate location | Programming must be changed to accept; Additional personnel | Information security risks; capacity at alternate site |
| Loss of Data Center | Inability to process transactions | Data processing switched to alternate data center | Network team members must be available to restore data and services; | Application recovery priority assigned; some applications will not be recovered immediately; delay in restoring center; |

## Recovering Data Communications

### Wide Area Network & Local Area Network (WAN/LAN) Delivery

A failure of data communications at any of the Data Centers or a failure of lines between these sources and locations is the responsibility of Information technology. Recovery from this failure will not, in most circumstances, require replacement of equipment. It may require testing of servers, and security facilitators should be prepared to verify user information if requested.

Primary and back-up network infrastructure is the responsibility of Information Technology located in Atlanta, Georgia. This unit is responsible for WAN and LAN delivery, hardware, software, and telecommunication. Information Technology has recovery procedures for each location/solution in its **Business Continuity Plan**, which is an integrated component of the Plan. Please refer to the Brief for more detailed information on this and the operations described below.

In the event that facility equipment is to be replaced, whether in an existing facility or a new facility, the Information Technology group will be responsible for obtaining, configuring, testing, and installing the equipment. Due to time or personnel constraints, installation may be carried out by a vendor under contract.

## Location/Solutions Hardware

Critical hardware used by the specific locations or solutions includes personal computers and printers. Personal computers are used by customer service, operations specialists, and virtually all other team members. Printers for documents such as customer itineraries, tickets, checks, customer receipts, orders, worksheets and correspondence are also considered critical hardware and are listed in the Equipment Worksheet. Information Technology will supply appropriately configured replacement hardware should the equipment become damaged or inaccessible. Delivery is anticipated within 48 hours of notice to Information Technology; however, priority will be given to areas identified as critical functions. Other items to be replaced by Information Technology will be delivered as available. Vendor field services technicians will set up and install personal computers and printers with assistance to be provided by Information Technology network team members.

## Location/Solution Software

Software will be delivered and installed on personal computers or servers by field service technicians. Software identified as critical by Information Technology and the Business Impact Analysis will be given priority. Other software will be replaced as critical needs permit.

## Stand-Alone Hardware and Software

The Stand-Alone Hardware and Software Inventory and Strategy Worksheet will be used for executing the recovery of all stand-alone systems. Field services are responsible for the procurement of this equipment in the event there is a need and will coordinate these purchases with recovery team leaders.

## Data File Back Up

**Veritas NetBackup and BackupExec**

All servers use Veritas NetBackup & BackupExec software to ensure data protection. These products take advantage of both tape and disk storage to deliver snapshot-based protection, off-site media management, and automated disaster recovery. Backup schedules are stored and maintained within the system with the responsibility falling on the server team. If a backup fails, email messages are sent to alert backup administrators. Action to correct non-compliant backups is taken and, if necessary, the backup policy is adjusted for reoccurring problems.

Backups to disk and tape occur every night from 1900/Eastern to 0700/Eastern the next morning. Standard backup schedules are stored in the system and Veritas automatically runs the backup job without manual intervention. All backup data has a preset retention period, which is stored in the system. When the retention period is over, the backup administrator must cycle the appropriate tape(s) back into the drives to allow new data to be stored on the tape. The full backup and retention period is outlined in the table below:

| Policy Name | Type | Frequency | Retention |
|---|---|---|---|
| Active Directory | Full | Weekly | 2 weeks |
| Active Directory | Differential | Daily | 1 week |
| Exchange | Full | Yearly | 7 years |
| Exchange | Full | Monthly | 1 year |
| Exchange | Full | Weekly | 1 month |
| Exchange | Full | Daily | 2 weeks |
| Financials | Full | Yearly | 7 years |
| Financials | Full | Monthly | 1 year |
| Financials | Full | Weekly | 1 month |
| Financials | Full | Daily | 2 weeks |
| UK_apps | Full | Weekly | 1 month |
| UK_apps | Cumulative | Every 12 hours | 1 week |
| SQL_Server | Full | Monthly | 1 year |
| SQL_Server | Full | Weekly | 1 month |
| SQL_Server | Differential | Daily | 1 week |
| Windows_general | Full | Weekly | 2 weeks |
| Windows_general | Differential | Daily | 1 week |
| fileservers | Full | Weekly | 1 month |
| fileservers | Differential | Daily | 1 week |
| NDMP | Full | Monthly | 1 year |
| NDMP | Full | Weekly | 1 month |
| NDMP | Differential | Daily | 1 week |
| UNIX_general | Full | Weekly | 2 weeks |
| UNIX_general | Differential | Daily | 1 week |
| xflow_app | Full | Weekly | 1 month |
| xflow_app | Differential | Every 4 hours | 1 week |

The Veritas system automatically inventories all backups performed and each tape is labeled with a unique barcode. This allows administrators to adhere to the retention policy and recycle tapes in an efficient manner. On a weekly basis, tapes are transported from the Sungard facility to the Druid Hills office building where they are picked up and taken to an Iron Mountain storage facility.

No formal data restore testing is performed by the server team. Reliance on successful backups comes from regular restore requests logged by end users. Typically, multiple requests to restore data from tape occur each month. For every request, a Magic trouble ticket is opened and details regarding the request and performance of the restore are noted on the ticket. It should be noted that a full restore of Windows, Linux, or Solaris servers will generally never be performed by the server team because it is faster to rebuild the server from scratch using standard configurations. Specific data that may have been lost when rebuilding a server could be restoration after the server has been rebuilt.

## Telecommunications Structure

The telecommunications system is a function supported by Telecomm Support under Information Technology. It is configured as a PBX located in the site specific locations in Atlanta, Georgia. and Milton, Florida . In the event of disruption of service due to any local failure, a Telecom Coordinator specific to each site is responsible for contacting its service provider to request immediate assistance or repair. The service provider is also responsible for performing inventory and validation of telecommunications circuits within each of these facilities, and for maintaining a viable continuity plan to ensure availability and service levels.

The voicemail system is supported by Telecom Support, which provides software and maintenance. The system is an eQue or 3Com located in Atlanta Georgia or Milton installed at the PBX/stand-alone PC/Vendor site. The voice-mail contractor will need to update its software should we experience loss of a site or use of a temporary location. It is the responsibility of the Telecom Coordinator to notify this service provider should there be an interruption of service due to a local or regional event. .

## Recovering Vital Records

One of the most common results of an event is water damage to a facility and its records. This may be the result of fire (sprinklers activated), flood, or severe storms (windows or doors breached). Document restoration may be necessary through vendors that provide these services. The Vital Records Recovery Team is responsible for managing and overseeing this restoration process.

The following instructions are suited for electronic and paper media that have been exposed to water and are considered initial emergency measures that can be taken by members of the Vital Records Recovery Team. These instructions do not attempt to completely restore or preserve vital documents; a task that should be undertaken by a vendor trained and equipped to preserve such documents. What these instructions attempt is to stop further deterioration due to humidity.

> Reduce the building temperature and humidity conditions to less than 60 degrees F. and 45%RH. Fans and dehumidifiers can be used to create maximum airflow and to retard the growth of mold and mildew. If the main power source has been decommissioned, use portable generators to power electrical equipment after confirming proper grounding. As delayed ignition can occur up to 3 days following a fire; caution personnel not to open wet books or to disturb hot file cabinets. Also, prioritize and remove records as soon as possible. The amount of time required to freeze and reconstruct papers by a specialist can be as much as 60 days. Please note that these instructions are general only.

## Putting the Plan into Effect

The recovery procedures defined in this section apply to all Business Units. They are arranged in chronological order from team assembly to recovery procedures. Putting the Plan into effect requires an organized effort with notifications occurring in a tiered order so that personnel report to prepared facilities as they are needed. Tasks should be performed according to assignment, and documentation should occur as they are performed. The following tables detail tasks, the appropriate person to perform them, and the order in which they should be performed in virtually every recovery.

| **Executive Management Team, Business Unit Recovery Team, & Preliminary Damage Assessment Team** | | | |
|---|---|---|---|
| **No.** | **Team or Team Member** | **Task** | **Special Instructions** |
| 1. | Disaster Recovery Coordinator | 1) Initiate Emergency Notifications<br><br>2) Call for assembly of Executive Management, Business Unit Recovery, & Preliminary Damage Assessment Teams | Assemble at Emergency Command Center (Business Unit Recovery, Executive Management, & Preliminary Damage Assessment Teams) |
| 2. | Preliminary Damage Assessment Team | Perform Assessment at site | Following assessment, report to Executive Management Business Unit Recovery Teams at Emergency Command Center |
| 3. | Executive Management Team | Declare Critical Incident or Disaster | Direct Disaster Recovery Coordinator to begin recovery |
| 4. | Disaster Recovery Coordinator | Call for assembly of recovery support teams at alternate recovery site | 1) Use Alternate Recovery Site Plan, if applicable, to confirm alternate recovery site<br><br>2) Set up conference call or other means of communicating with to advise of requirements and coordinate recovery effort<br><br>3) Contact utility/service providers and contractors as required<br><br>4) Brief Team Leaders<br><br>5) Delegate space at Command Center or at alternate site |

Business Unit Recovery Team Leaders are responsible for communicating/confirming their teams' requirements to the Disaster Recovery Team Leader and the Administration Support Team if they are in any way different from those listed in preplanned lists. They stay in communication with team members and organize the planned set-up tasks so that each is performed efficiently and effectively. They also follow up to ensure that supplies, furniture, and equipment, if applicable, have been delivered.

| Business Unit Recovery Team Leaders | | |
|---|---|---|
| **No.** | **Task** | **Special Instructions** |
| 1. | Contact Team Members | Request "stand by" status of team members |
| 2. | Conduct business unit needs assessment | Direct Recovery Team to conduct needs assessment for their respective department |
| 3. | Brief Team Members | Advise Team Members of incident, needs assessment, strategy for recovery, & recovery tasks |
| 4. | Contact Administration Support Team | 1) Advise Administration Support Team of required supplies, furniture/furnishings, equipment and/or equipment/systems restoration – refer to appropriate Worksheets & Department Recovery Plan<br><br>2) Confirm expected delivery of material or services and advise Recovery Team |
| 5. | Recall Team Members | 1) Instruct team to assemble at alternate recovery site or primary work site, if accessible<br><br>2) Assign tasks according to business unit recovery plan |
| 6. | Contact Disaster Recovery Coordinator | 1) Advise Disaster Recovery Coordinator of estimated completion of data recovery and return to normal function<br><br>2) Provide Disaster Recovery Coordinator with periodic updates |
| 7. | Manage Recovery Operations | Provide effective leadership to ensure effective and efficient recovery process |
| 8. | Document appropriate recovery reports | Work with Administration Support Team to ensure recovery documentation is completed |

Under the direction of their respective team leaders, assigned Recovery Teams will initiate the routine recovery tasks reflected in the table shown below. Certain Business Units may have specialized tasks that are detailed in their departmental recovery plans.

| Department Recovery Team | | |
|---|---|---|
| **No.** | **Task** | **Special Instructions** |
| 1. | Report to alternate recovery site, or primary work site if accessible, as directed by team leader | |
| 2. | Verify business unit needs for supplies, furniture, equipment, phones, data lines, restoration of equipment/systems, etc. | Use appropriate worksheets to simplify needs assessment |
| 3. | Advise Team Leader of needed supplies, equipment, etc. | |
| 4. | Advise Team Leader of Vital Records requirements | |
| 5. | Accept delivery of supplies, furniture, and equipment for work areas | |
| 6. | Work with utility personnel (telephone company) & Network team for equipment & data line installation | |
| 7. | Verify Network connectivity* | |
| 8. | Verify configuration of workstation computers* | |
| 9. | Verify print and fax functions* | |
| 10. | Ensure area is secured | |
| 11. | Estimate completion of data recovery & return to normal function | |
| 12. | Advise Team Leader of recovery status & provide critical information relative to required documentation | |
| | *Tasks will be performed with assistance from Network personnel or delegated contract specialists | |

The Administration Support Team has a unique role in any recovery effort as its members will coordinate the ordering and receipt of requirements ranging from supplies, to furniture, to security accesses. They are also responsible for documenting the recovery events. Members of this team should be able to communicate well and move easily from task to task.

| Administration Support Team | | |
|---|---|---|
| **No.** | **Task** | **Special instructions** |
| 1. | Coordinate & verify required needs with Team Leaders | Refer to appropriate & Department Recovery Plan |
| 2. | Contact vendors, utilities, & Information Technology | 1) Procure required supplies, furniture/furnishings, equipment and/or equipment/systems installation/restoration for each business unit/department<br><br>2) Ascertain expected delivery of material or services & advise Team Leaders |
| 3. | Contact Security | Provide names and IDs of all team members whose addresses will be moved to alternate recovery site |
| 4. | Secondary and Tertiary Notifications, e.g., third-party providers. | Follow up on any notifications that are not complete; document calls and agreements |
| 5. | Documentation | Complete appropriate recovery reports |

Team members who are not assigned to a recovery team will remain on "stand by" status until recalled by Team Leader.

| Team Members | | |
|---|---|---|
| **No.** | **Task** | **Special instructions** |
| 1. | Remain on "stand by" status until recalled by Team Leader | Report to designated work location & assume assigned duties based on departmental recovery plan and schedule |

## Section 4 – Transition/Implementation

Sample RESX Implementation Proje

resx

TAKE ACTION

## Sample RESX Implementation Plan

| Task Name | Duration | Resource Names |
| --- | --- | --- |
| Contract signed | 0 days | Client, TRX Sales |
| Business Integration Manager receives request for implementation | | |
| Contract Term Sheet signed and received | 0 days | TRX Client Relations |
| Receive NDA from Sales | 0 days | TRX Legal |
| Receive copy of executed contract | 0 days | TRX Legal |
| Assign Implementation Team | 1 day | TRX Client Relations |
| Fact-finding | | |
| Verify ARC/IATA volume | 1 day | TRX Client Services |
| Is client using other TRX products? If so, which | 1 day | TRX Client Services |
| Verify client's desired implementation timeframe | 1 day | TRX Client Services |
| Verify total number of profiles | 1 day | TRX Client Services |
| Verify estimated number of travelers | 1 day | TRX Client Services |
| Is this a conversion? If yes, identify current adoption rate % | 1 day | TRX Client Services |
| Verify if Usage is mandated? | 1 day | TRX Client Services |
| Verify if client is going to use RESX Profiler | 1 day | TRX Client Services |
| If yes, is a GDS extract required? | 1 day | TRX Client Services |
| Verify if client is going to use RESX WebServices | 1 day | TRX Client Services |
| If yes, is a GDS extract required? | 1 day | TRX Client Services |
| PeopleSoft/billing number emailed to Implementation Team | 1 day | TRX Finance |
| Complete Initial Client Setup | | |
| Conduct internal call | 2 days | TRX Client Services |
| Discuss client expectations | 2 days | TRX Client Services |
| WebServices being used? Validate with Client Services that contract covers WebServices | 1 day | TRX Implementation Team |
| Discuss results of fact-finding | 2 days | TRX Client Services |
| Develop preliminary Project Plan | 2 days | TRX Implementation Team |
| Add company/organization to RSS | 1 day | TRX Client Relations |
| Schedule external call | 0 days | TRX Client Services |
| Complete Planning Activities | | |
| Conduct External/Pre-Training Call | 1 day | TRX Client Services |
| Discuss expectations/roles & responsibilities | 1 day | TRX Implementation Team |
| Discuss timeframes | 1 day | TRX Implementation Team |
| Adoption facilitation | 1 day | TRX Client Services |
| Discuss network security (single sign-on) | 1 day | TRX Implementation Team |
| Discuss User Logon naming convention and password security | 1 day | TRX Implementation Team |
| Confirm GDS being used | 1 day | TRX Implementation Team |
| Discuss RESX Profiler and/or Databridge process | 1 day | TRX Implementation Team |
| Schedule training | 1 day | TRX Implementation Team |
| Schedule weekly conference calls | 1 day | TRX Implementation Team |
| Discuss Implementation Workbook and Adoption/Usability | 1 day | TRX Implementation Team |

## Sample RESX Implementation Plan

| | | |
|---|---|---|
| Assign Flash Demo homework | 1 day | TRX Implementation Team |
| Assign Policy Tree homework | 1 day | TRX Implementation Team |
| Complete Data Collection | | TRX Implementation Team |
| Send Welcome kit (Implementation Workbook and Adoption/Usage Guide) | 1 day | TRX Implementation Team |
| Send Databridge spec if applicable | 1 day | TRX Implementation Team |
| Distribute Project Plan | 1 day | TRX Implementation Team |
| Complete initial RESX Company | | |
| Build RESX Company | 5 days | TRX Implementation Team |
| Create RESX Profiler sample model, if applicable | 1 day | TRX Implementation Team |
| Create logins for RESX client administrators | 1 day | TRX Implementation Team |
| Create RESX Profiler Model, if applicable | 1 day | TRX Implementation Team |
| Open Branch Access to client GDS pseudo City/Office ID | 1 day | TRX Implementation Team |
| Verify Hotel table set for Pseudo City/Office IS/SID | 1 day | TRX Implementation Team |
| Verify CRM Login and Password | 1 day | TRX Implementation Team |
| Complete GDS connectivity | 2 days | |
| Validate company profile (STAR, WorldFile, Profile, BAR, etc.) | 1 day | Client |
| Verify Branch Access has been opened to TRX | 1 day | Client |
| Mid-office product requirements (reporting conditions) | 2 days | Client |
| RESX Administrator Certification Training | | |
| Administrators attend RESX Certification Training | 5 days | Client |
| Company Policy Tree structure discussion | 1 day | TRX Implementation Team |
| Communicate CRM access, Administrator manual | 1 day | TRX Implementation Team |
| Complete RESX Profiler training, if applicable | 1 day | TRX Implementation Team |
| First Weekly Implementation Conference Call | | |
| Training debrief (Q&A) | 1 day | TRX Implementation Team |
| Determine timeline for completing company and testing | 1 day | TRX Implementation Team |
| Determine adoption goals | 1 day | TRX Implementation Team |
| Determine how User profiles will be created | 1 day | |
| Determine if a GDS profile extract is needed | 1 day | TRX Implementation Team |
| Client Creates Company | | |
| Determine, configure, and test Reporting Conditions | 10 days | Client |
| Determine, configure, and test Custom Fields | 10 days | Client |
| Determine, configure, and test Agency Settings | 10 days | Client |
| Determine, configure, and test Security Settings | 10 days | Client |
| Determine, configure, and test Company Air Preferences | 10 days | Client |
| Determine, configure, and test Queues | 10 days | Client |
| Determine, configure, and test Air Reservation Policy | 10 days | Client |
| Determine, configure, and test Class of Service Policy | 10 days | Client |
| Determine, configure, and test Company Hotel Preferences | 10 days | Client |
| Determine, configure, and test Contracts | 10 days | Client |
| Determine, configure, and test Lookup Lists | 10 days | Client |

## Sample RESX Implementation Plan

| | | |
|---|---|---|
| Determine, configure, and test Trip Authorization | 10 days | Client |
| Determine, configure, and test User Templates | 10 days | Client |
| Determine, configure, and test Internet Fare Options | 10 days | Client |
| Pilot planning | 5 days | |
| Determine dates for pilot group and general release | 5 days | Client |
| Determine method of user training, if any | 5 days | Client |
| Determine participants for pilot group (travelers, arrangers, etc.) | 5 days | Client |
| Determine, configure, and test Custom Text | 5 days | |
| Ticketing text | 5 days | Client |
| Welcome text | 5 days | Client |
| Trip Authorization email text | 5 days | Client |
| Trip Authorization Approved, Declined, Pending text | 5 days | Client |
| Other custom text | 5 days | Client |
| Configure and test User Templates (one per Policy Tree) | 5 days | |
| Personal information | 5 days | Client |
| Travel preferences | 5 days | Client |
| Membership numbers | 5 days | Client |
| Display options | 5 days | Client |
| Billing information | 5 days | Client |
| Change password | 5 days | Client |
| Travel planners | 5 days | Client |
| Configure Hide/View/Edit authorities for each field | 5 days | Client |
| Configure and test Profile Model, if applicable | 5 days | Client |
| Create Pilot Users profiles | 5 days | Client |
| Complete User Acceptance Testing | | |
| Create roundtrip air, car, and hotel booking | 5 days | Client |
| Book as traveler, arranger | 5 days | Client |
| Modify existing trips | 5 days | Client |
| Test queues | 5 days | Client |
| Test out-of-policy bookings (trip authorization) | 5 days | Client |
| Test air, car, and hotel contracts | 5 days | Client |
| Company Configuration Complete | 0 days | Client |
| Pilot Begins | | |
| Implement Pilot communication plan | 20 days | Client |
| Conduct User Training | 20 days | Client |
| Review usage by Pilot group | 20 days | Client |
| Investigate reported issues and provide Pilot User timeline for response | 20 days | Client |
| Review and adjust full roll-out and adoption plan, if necessary | 20 days | Client/TRX Client Services |
| Create/Upload remaining users | 20 days | Client |
| Pilot Complete | 0 days | |
| Implementation Complete | 1 day | |

## Sample RESX Implementation Plan

| | | |
|---|---|---|
| Transition from Implementation Manager to RESX Support and Client Services | 1 day | TRX Implementations Team |
| Notify Legal, Finance, and RESX Technical Support | 1 day | TRX Implementations Team |

## Section 5 – Program Enhancements

PDF

RESX Roadmap - 10NOV2008

resx

**SOLUTION SUMMARY:**

RESX is a suite of self-service corporate booking and people management tools. The RESX Online Booking application offers a user friendly, Web based interface for users to book policy-compliant air, car, and hotel reservations.

RESX Profiler is a tool that allows users to update personal profile information on-line, in a secure hosted environment, and synchronizes this information with the applicable GDS's. Profiler is available in conjunction with RESX or as a stand-alone application.

**URL:**

www.resx.com

**CURRENT VERSION: 8.4**

**TECHNICAL SUPPORT:**

http://support.resx.com

**CLIENT SERVICES:**

Holly Brosam, Sr. Director Client Services

**OPERATIONS:**

Darrin Deck, Vice President Product Operations

**PRODUCT DEVELOPMENT:**

David Jackson, Vice President Product Development

**PRODUCT MARKETING:**

Stephen Carroll, Director, Product Marketing

**RELEASE STRUCTURE:**

- Targeting 4-6 week cycles
- Releases may be comprised of:
  - Features - introducing new functionality
  - Enhancements - expanding on existing functionality
  - User Interface updates
  - Service Request corrections
  - Database updates
  - Additional web carriers based on market demand
- Release date communicated 30 days prior to deployment date, +/- 1 week

**JOINT APPLICATION DEVELOPMENT (JAD) SESSIONS:**

- Participation solicited from distributors and corporations for all primary features
- Invitations sent from RESX Technical Support a minimum of one week in advance of sessions
- Goal is to improve first pass feature release success ratio

**BETA CYCLE:**

- Applies to releases with qualified features
- Open to all distributors and corporations, signed "beta agreement" not required
- Kick-off calls occur week before beta start
- Twice weekly calls during two weeks following beta release date
- Daily release updates provided to beta participants

**NEXT FEATURE RELEASE:**

- **Release v8.4a (November 2008)**
  a. Unused ticket tracking – Phase II with Databridge integration
  b. RESX Mobile v2.0
     i. Full SSO support (Limited beta test)
     ii. Airport satellite radar weather images
     iii. Fight details with airline contact information
     iv. Inclusion of airline locator to support kiosk check-in

**FUTURE RELEASES:**

Note: The following features have been identified and prioritized for release inclusion, and are listed in alphabetical order. These features will be designated for a specific release based on a combination of the priority and scope of each individual feature.

a. Air Canada direct connect
   i. Branded fares including Flight Pass
   ii. Ability to purchase attributes
b. Air shopping process enhancements
   i. Individual flights displayed in matrix format
   ii. Easy way to add/remove/change legs in current air option and re-price
   iii. Ability to create custom options from the priced air options or individual flights
   iv. Individual flights and priced options in the same, user friendly grid format
   v. Options that have multiple fares directly on the availability page
c. Booking Builder – Phase II, integration of segments into the GDS PNR
d. Clone trip
e. CO2 emissions calculation during reserve and purchase processes
f. Exchanges
g. FS Pricing enhancement for Apollo
h. Hotel functionality enhancements
i. Meeting functionality enhancements(e.g. arrival and departure reports)
j. Modify air search parameters from air results page
k. Park N Fly booking navigation enhancements
l. Park N Fly vouchers
m. Policy control by destination
n. Refunds
o. Select airline loyalty program
p. Southwest Airlines – shopping and booking on Apollo
q. Standards based (SAML) Single Sign On solution
r. State government fares for Amadeus
s. Survey integration
t. Voids

trx

## Section 7 – Pricing

See separate envelope