



(1) Supplementary Agreement Covering Use of ARC's Electronic Application Processing System ("APS")

(2) Application for Access to APS

1. Overview and Purpose: Airlines Reporting Corporation (ARC) has developed an electronic Application Processing System ("APS") whereby approved and eligible ARC-accredited Agents¹ may submit to ARC by electronic means (i.e., utilizing ARC's software via the Internet) certain applications and other correspondence and documentation. By affixing your signature hereto, the undersigned owner or officer of the Agent agrees to be bound by the terms and conditions of this Supplementary Agreement and any and all instructions provided by ARC concerning the APS system.

2. I, _____ Owner Officer Both
(Print Name of Owner/Officer of Agent)

of _____ (Agent),
(Print Legal and d/b/a name of Agent)

designated with Home Office ARC Agency Code Number _____

hereby request that ARC assign an Authorization Key which will allow me to access ARC's APS system functionality through the Internet, and to utilize the APS system to submit applications and other documents to ARC in accordance with the terms set forth in this Supplementary Agreement, the Agent Reporting Agreement and any applicable Application Agreement or form. The instructions for using the APS system are incorporated into this Supplementary Agreement by reference as though fully set forth in this Supplementary Agreement.

3. If the Agent identified above meets the requirements for use of the APS system, the undersigned also requests that ARC send the Authorization Key to the following person† at the following street address (for security reasons, ARC will NOT send an Authorization Key to a P.O. Box address):

Print Name : _____ Title: _____

Address: _____ City: _____ State: _____

Zip Code: _____ - _____ Phone Number: (_____) _____ - _____

Fax Number: _____ Agency's E-mail address _____

Name and phone number of APS contact person _____

(†This individual may be someone other than the owner or officer of the Agent; however, please be advised that the owner or officer of the Agent remains solely responsible for the security and confidentiality of the Authorization Key and any other PINs, Passwords or User IDs which may be provided by ARC and/or used to access the APS system.)

¹ Approved and eligible accredited Corporate Travel Departments (CTDs) may also use the APS system to submit to ARC by electronic means (i.e., utilizing ARC software via the Internet), certain applications and other correspondence and documentation. Therefore, if the entity identified in Section 2 of this Supplementary Agreement is an accredited CTD, the terms Corporate Travel Department (CTD) and Corporate Travel Department Reporting Agreement (CTDRA) shall be substituted for Agent (agency) and Agent Reporting Agreement (ARA), respectively, throughout this Supplementary Agreement.



4. I, the undersigned owner/officer of the Agent identified in Section-2, above, understand and agree that the Authorization Key will allow me to access ARC's APS system through the Internet in accordance with the terms of this Supplementary Agreement and the instructions provided to me by ARC.

5. The undersigned understands and agrees that the ARC APS system, and my agency's access thereto, may be modified, replaced or canceled by ARC at any time.

6. The initial term of this Supplementary Agreement shall commence upon the execution of this Supplementary Agreement. The Supplementary Agreement shall terminate upon (a) ARC's notice to the Agent; or (b) on receipt by ARC of Agent's written (paper) notice to ARC which must be signed by an owner/officer of the Agent and sent by overnight delivery and addressed to ARC's Accreditation Database Management (ADM) department at ARC's headquarters location; or (c) upon termination of the ARA between ARC and the Agent, whichever first occurs. Upon termination of this Supplementary Agreement, the Agent shall no longer be authorized to submit applications and other documents to ARC via the APS processing system.

7. ARC reserves the right to amend or modify this Supplementary Agreement at any time, upon notice to the Agent, which ARC may provide in electronic format only. The Agent's concurrence in such amendments or modifications may be evidenced by any of the following: (a) in writing; (b) obtained through an electronic signature; (c) may be deemed to have occurred upon the Agent's continued performance under this Supplementary Agreement, following advance notice as of a date certain; or (d) may be obtained or deemed to have occurred by any other means adopted by ARC, such as via the entry of an electronic ID, which means is performed by the Agent after such adoption.

8. In fulfilling its obligations under this Supplementary Agreement, Agent agrees to follow all instructions of ARC concerning use of the APS system.

9. The undersigned understands and agrees that the submission of any all applications, revisions, documents and correspondence via the APS system is subject to the terms of this Supplementary Agreement, the Agent Reporting Agreement and any applicable Application Agreement and the instructions provided by ARC to the Agent.

10. The Agent understands and has met the minimum hardware and software requirements necessary to utilize the APS processing system through the Internet. Minimum requirements are as follows:

Windows NT , 95, 98 or higher		
Microsoft Word 97, MS Office 97 (or a later version)		
486 or higher processor		
32 MB of RAM		
30 Meg available disk space		
Working ISP connection *		
* Configuration of private firewall or proxy server may be required.		

11. The undersigned understands and agrees that in executing this Agreement, the Agent shall be bound by, and adhere to the ARC APS Software License Agreement which is hereby incorporated by reference as though fully set forth in this Agreement.

12. The undersigned understands and agrees that access to the APS system via the Internet may enable the Agent to submit certain applications and other documents electronically and to obtain certain information about the status of applications. The undersigned also understands and agrees that ARC may require the Agent to provide any and all documents, applications, etc. which are submitted electronically to also be submitted to ARC in hard-copy paper format with original signatures.



13. The undersigned understands and agrees that the Authorization Key which ARC supplies to the Agent may be used to submit certain types of applications, forms, requests, documents, correspondence, attachments and revisions thereto, and that the Authorization Key and/or all other access devices provided by ARC (e.g., Install Key, Management ID, User ID, Agent ID, etc.), shall act as the applicant's electronic signature and authentication of any and all such applications, forms, requests, documents, correspondence, attachments and revisions thereto, which are submitted to ARC via the APS system. The undersigned agrees that the use of the Authorization Key and/or all other access devices provided by ARC (e.g., Install Key, Management ID, User ID, Agent ID, etc.), to provide electronic submissions via APS shall have the same force and effect as the signature of an owner and/or officer on a paper submission.

14. The undersigned agency owner/officer understands and agrees that the Authorization Key and all other access devices provided by ARC (e.g., User ID, PINs, Passwords, etc.), or otherwise created by the Agent (e.g., internal agent passwords) are confidential and that disclosure of the Authorization Key or any other access device to other persons may compromise the agency's control of important electronic submissions to ARC on behalf of Agent. The undersigned understands and agrees that any application which is received through the APS system using the Authorization Key, or any other access device which ARC has provided to the Agent, will be deemed to have come from the Agent and be authorized by the Agent and the undersigned.

15. I, the undersigned acknowledge that I have read this Supplementary Agreement and agree that it supercedes all prior proposals and understanding, oral and written, relating to the subject matter of this Supplementary Agreement. The terms and conditions of any present or future documents submitted by Agent through the APS system which conflicts with, or in any way purports to amend or revise this Supplementary Agreement and/or any applications, documents, forms, etc. submitted through the APS system, are specifically objected to by ARC and shall be of no force and effect. In the event of a conflict between the documents, applications, records, forms, etc., submitted by the Agent to ARC via APS, and the master documents, applications, records, forms, etc., in ARC's possession and custody, those in ARC's possession and custody shall be controlling for all purposes. Any change or revision in any of ARC's documents, applications, records, forms, etc., included in, or submitted through the APS system, or any attempt by Agent to change or alter such materials, will subject the Agent to removal from the agency list.

16. I, the undersigned owner and/or officer of the Agent identified above in section 2 of this Supplementary Agreement, hereby certify that the information provided herein is true and correct and that I am authorized to submit this Application for Access to APS, and execute this APS Supplementary Agreement, and any and all relevant Applications, Application Agreements, and other documents submitted through APS on behalf of the Agent identified above in section 2.

By my signature hereto, Agent affirms that it is bound by the terms and conditions of the Agent Reporting Agreement and **assumes any and all liability for use, misuse or unauthorized use of the User ID, Authorization Key, Password, and other access codes and devices and shall indemnify, defend, and hold harmless ARC, its owners, directors, officers, employees, representatives, and participating carriers, from injury or damage to any person or entity, including, but not limited to, Agent, resulting from any such use, misuse or unauthorized use of such User ID, Authorization Key, Password, and other access codes and devices, whether provided by ARC or created by the Agent.**

Signature of Owner/Officer (as noted above in section 2)

_____/_____/_____
Date Signed

Print name of Owner/Officer

Social Security Number

Title *



Agent Personal Security Code

To allow ARC to assist you with your APS User ID, please provide us with your mother's maiden name as a personal code on the line below.

Mother's Maiden Name (Agent Personal Security Code)

Agent Software Information

Please provide the following information. Items 1 & 2 are included in your newly installed version of APS (refer to **About APS Management** in the **Help** menu of your software). Items 3 & 4 are determined by the Agent.

1. APS Install Key (8 numeric digits)

2. APS Management ID (8 numeric digits)

3. APS Agent ID (8 numeric digits)

4. APS UserID (8 alpha numeric characters)

MUST BE SIGNED IN THE PRESENCE OF A NOTARY

County of _____

State of _____

On this _____ day of _____, _____, _____ appeared before me and, having been duly sworn by me, stated that the contents of the foregoing are true, complete, and accurate.

Notary Public Signature

**NOTARY
SEAL**

My commission expires: _____

*All APS Supplementary Agreement forms which are signed by an officer who is NOT also an owner **MUST** be accompanied by a copy of the travel agent's board of director's resolution appointing him/her.

**NOTE: The original signed APS Application and Supplementary Agreement must be sent to ARC's Accreditation and Database Management Department (ADM) at ARC's headquarters, ATTN: APS Information Center. Thereafter, ARC will contact you with regard to the status of this APS application.