

American Airlines, Inc.

UNIVERSAL AIR TRAVEL PLAN SUBSCRIBER'S CONTRACT

_____, (“Subscriber”) and American Airlines, Inc., a Delaware corporation with principal offices located in the city of Fort Worth, Texas, United States of America (“Contractor”), agree as follows:

I. CHARGES AND PAYMENTS

A. Upon approval of Subscriber’s application, Contractor will open a Universal Air Travel Plan (“UATP”) account (“UATP Account”) for Subscriber’s purchase of air transportation and approved related services (e.g. seat upgrades, baggage fees, etc.). The UATP Account may be used only for business or commercial purposes. The price of passenger air transportation and related services (plus all applicable taxes, fees and charges) purchased by Subscriber’s Cardholders (as defined herein) against UATP Cards issued hereunder will be charged to Subscriber’s UATP Account. Once each calendar month, or more often if Contractor elects, Contractor will invoice Subscriber (to the Subscriber’s mailing address specified at the end of this contract) in dollars of the United States of America (“USD\$”) or foreign currency approved by the Contractor in writing for the entire amount owing on Subscriber’s UATP Account not previously paid. Invoices may be sent by mail, fax, e-mail, or other electronic means at Contractor’s discretion. When Contractor approves the payment of an invoice in foreign currency, the invoice amount shall be converted at an appropriate rate of exchange in accordance with standard practice in the Air Transport industry and as determined by Contractor in its sole discretion. **Subscriber will remit the entire balance invoiced within thirty (30) days of the invoice date in accordance with the terms and conditions of this contract (the “Due Date”).**

B. Payment of invoices under this contract must be made either by: (i) check delivered to Contractor’s mailing address specified at the end of this contract, (ii) by wire transfer to a bank account specified by Contractor, or (iii), to the extent authorized by Contractor, via ACH, in each case in the Contractor approved currency. Tender by Subscriber of payment in any currency not approved by Contractor or by any other means will not discharge Subscriber’s payment obligations unless accepted by Contractor in its sole discretion. Acceptance by Contractor, or a series of acceptances, of an alternative payment method or currency will not constitute an amendment of this contract or a waiver by Contractor of its right to require strict performance in the future. Subscriber acknowledges and agrees that the UATP Account created hereunder is located and managed in the United States of America.

The UATP Account is not an extension of credit or other type of financing to Subscriber. All invoices must be paid in full by the Due Date. Any invoiced amounts not paid by the Due Date will bear interest at the lesser of (i) eighteen percent (18%) or (ii) the highest rate permitted by law. Any withholding taxes or other fees or charges of any kind asserted to impact payments under this contract outside of the United States are Subscriber’s sole responsibility.

II. ELIGIBILITY FOR UATP CARDS

Any individual employee or other authorized individual designated in writing by Subscriber will be eligible to receive a UATP Card (each a “Cardholder” and collectively the “Cardholders”).

III. ISSUANCE OF UATP CARDS

Contractor, at Subscriber’s request, will issue either: (i) a physical plastic card (a “Physical Card”) or (ii) a virtual card (a “Virtual Card”), for use by a Cardholder to facilitate purchases charged to the UATP Account by such Cardholder in accordance with this contract (each of a Physical Card and a Virtual Card shall be referred to herein as “UATP Card(s)”). Contractor may in its discretion impose an expiration date on each UATP Card issued.

IV. DELIVERY OF UATP CARDS

A. Physical UATP Cards issued hereunder shall be mailed to Subscriber, who will require each Cardholder to sign such UATP Card in ink for identification purposes.

B. Virtual Cards issued hereunder shall be delivered to Subscriber via email using a secured messaging.

C. Contractor reserves the right to extend, from time to time, the expiration date of any outstanding UATP Card, or at its option, to substitute a new UATP Card. Subscriber will promptly surrender or destroy all Physical Cards issued hereunder that have expired, or have been cancelled, replaced, or altered. All Virtual Cards will be deactivated by Contractor.

V. USE OF UATP CARDS

A. A UATP Card is not a “good for passage” (i.e. flight coupon), but when presented by the Cardholder (or, if accompanied by a receipt signed by the Cardholder’s duly authorized agent) at any ticket office of Contractor, any other party accepting UATP, or any agent authorized by Contractor or by any other such party to honor UATP Cards, such UATP Card will be honored in lieu of cash for the purchase of passenger air transportation and related services (plus all applicable taxes, fees and charges). Acceptance of a UATP Card is subject to the following conditions and limitations:

1. Any UATP Card may be used to purchase, in addition to the services referred to in the foregoing sub-paragraphs, such other services as Contractor may from time to time notify Subscriber in writing are approved for purchases under the UATP Agreement, which may include:

a. Surface transportation on common carriers with which the selling airline has or knows that the last connecting airline has an interline agreement or similar arrangement, whereby such airline’s tickets are accepted, when sold in conjunction with passenger air transportation.

b. Land arrangements and accommodations for tours involving passenger air transportation offered by tour operators known to the selling airline to have an arrangement with an airline participating in the tour.

2. A UATP Card may be used to purchase air transportation only on Contractor and/or any other carrier which accepts UATP ; provided that Contractor may, at its election, honor any UATP Card, or other authorization issued hereunder for the purchase of air transportation on carriers not parties to the UATP.

B. Tickets and other documents or authorizations for passenger air transportation and for related services issued against UATP Cards are not transferable and must not be offered for sale or resold.

VI. UATP CARD AGREEMENT

A. A UATP Card is not transferable, and Contractor reserves the right for any party to the UATP to refuse to honor a UATP Card (and to repossess a Physical Card) when it (i) is presented by a person other than the Cardholder or a duly authorized agent of the Cardholder; (ii) has been cancelled by the Subscriber or Contractor; or (iii) has expired or has been altered. Whenever any Cardholder ceases to be eligible to hold a UATP Card under this contract, Subscriber will

promptly: (i) notify Contractor and (ii) return or destroy any Physical Card to Contractor. Contractor will use reasonable care to prevent the honoring of UATP Cards presented by persons other than Cardholders or their duly authorized agents.

Subscriber will be responsible for all charges incurred through use of the UATP Cards issued hereunder. If Subscriber desires to terminate its responsibility for the use of any UATP Card, or if any UATP Card has been lost, stolen, or destroyed, Subscriber will promptly notify Contractor in writing at the address below. Upon receiving that notice, Contractor will cancel the UATP Card and will take reasonable steps to prevent the subsequent honoring thereof; however, Subscriber will be responsible for all charges incurred through the use of the UATP Card until such time as the UATP Card is cancelled by Contractor.

B. Notwithstanding the foregoing, if Subscriber's address as shown on the Subscriber's UATP application is located in the United States, its territories or possessions, or Puerto Rico, and Subscriber has been issued less than ten UATP Cards, Subscriber's liability for use of a UATP Card by a person who does not have actual, implied, or apparent authority for such use and from which the Subscriber derives no benefit may be limited by any applicable provisions of United States law.

VII. LIABILITIES

Without prejudice to its tariffs, rules, regulations, and general conditions of carriage, Contractor shall be liable only for its own acts and omissions and shall not be responsible for the acts or omissions of any other person or company.

VIII. REFUND OF TICKET OR OTHER DOCUMENTS

Whenever a ticket or other document for services purchased hereunder is unused, in whole or in part, any refund due in accordance with applicable tariff provisions, fare rules or conditions of carriage will be made by credit to Subscriber's UATP Account after such tickets or other documents are surrendered to Contractor.

IX. TERMINATION AND SETTLEMENT

This contract shall continue in effect until terminated by either party giving fifteen (15) days prior written notice to the other party at the address appearing below. Contractor, however, may terminate this contract immediately, at any time, for any event of default by Subscriber, or if Contractor determines, in its sole discretion, that its performance of this contract is subject to additional risks or economic burdens by reason of the legal or business environment in Subscriber's country of domicile, including without limitation legislation or regulations impacting Contractor's ability to obtain payment hereunder in freely transferable USD\$. Contractor may revoke the right to use UATP Cards issued hereunder at any time after notice of termination has been given by either party. Proof of dispatch of any notice required or permitted hereunder shall be prima facie evidence that notice was given to the other party. Upon termination, all outstanding Physical Cards issued hereunder must be surrendered promptly to Contractor at its address below or destroyed. If there are unpaid balances in Subscriber's UATP Account, Subscriber agrees to remit all amounts due within ten (10) days after receipt of an invoice therefore. All amounts not paid within such ten (10) day period shall bear interest at a rate of 18% or the maximum allowable percentage under applicable law, whichever is lower. If Contractor sues on any debt owed by Subscriber under this contract, Contractor shall be entitled to recover, in addition to the amount of the debt, its costs and attorney's fees.

X. GOVERNING LAW AND LANGUAGE

This contract shall be subject to all applicable laws, regulations and orders of any governmental authority having jurisdiction and any services purchased pursuant hereto shall be subject to the tariffs, rules, regulations and general conditions of carriage of Contractor or any carrier engaged in transportation hereunder. Matters involving

this contract are governed and determined by the laws of the state of Texas. For all disputes arising hereunder, Subscriber irrevocably consents and submits to the exclusive jurisdiction of the State of Texas and United States Federal Courts located in Fort Worth, Texas, and waives all objections as to venue or forum non conveniens. Although translation of this contract may be made into other languages for the parties' convenience, the English version will govern.

XI. EFFECTIVE DATE

This contract shall become effective when executed by Contractor and shall supersede any other UATP subscriber agreement in effect between the parties hereto.

XII. MISCELLANEOUS

Subscriber may not assign, transfer or delegate this contract, or any of its rights, duties or obligations hereunder, without the prior written consent of Contractor. Subscriber shall do and perform, at its own expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by Contractor to effectuate the purposes of this contract. If at any time during the period this contract is in effect any monies are past due and owing from Subscriber to Contractor (whether such monies are owing pursuant to this contract or another agreement between the parties), Contractor may withhold any monies it may owe to Subscriber (whether such monies are owing pursuant to this contract or another agreement between the parties) and may apply all or a portion of such withheld monies in full or partial offset and satisfaction of the monies owed to Contractor. Nothing in this contract is intended or shall be construed to create or establish any agency, partnership, joint venture, affiliate or fiduciary relationship between the parties. All rights, remedies and obligations of the parties shall accrue and apply solely to the parties and their successors and permitted assigns and there is no intent to benefit any third parties. No waiver of a breach of any provision of this contract by either party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party.

In witness whereof each party caused this contract to be signed by its duly authorized representative:

Subscriber

Signature: _____

Title: _____

Date: _____

Address: _____

American Airlines, Inc.

Signature: _____

Title: _____

Date: _____

American Airlines UATP
PHX-RWE-ACR
4000 E Sky Harbor Blvd
Phoenix, AZ 85034

FOR USE BY AA ONLY
Date: _____
Account #: _____
Type Code: _____