

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 related services. 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 UATP Cardholders 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 in a contractually agreed foreign currency 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 air transportation or other services priced in another currency are purchased, such amounts shall be converted into the agreed currency of the account at an appropriate rate of exchange in accordance with standard practice in the Air Transport industry. **Subscriber will remit the entire balance invoiced within thirty days of the invoice date in accordance with the terms and conditions of this contract,**

B. Payment of invoices under this contract must be made either by check denominated delivered to Contractor's mailing address specified at the end of this contract or by wire transfer to a bank account specified by Contractor or, to the extent authorized by Contractor, via ACH, in each case in the agreed currency. Tender by Subscriber of payment in any other currency or by any other means will not discharge Subscriber's payment obligations unless accepted by Contractor. 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 when due. Any invoiced amount not paid when due 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.

III. ISSUANCE OF UATP CARDS

Contractor, at Subscriber's request, will issue a plastic card for use by an eligible individual to facilitate purchases charged to the UATP Account by such individual in accordance with this contract (“UATP Cards”). Contractor may in its discretion impose an expiration date on each UATP Card issued.

IV. DELIVERY OF UATP CARDS

UATP Cards issued hereunder shall be receipted for by Subscriber, who will require each holder of a UATP Card (“Cardholders”) to sign such UATP Card in ink for identification purposes. 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 therefore. Subscriber will promptly surrender all UATP Cards issued hereunder that have expired, or have been cancelled, replaced, or altered or mutilated.

V. USE OF UATP CARDS

A. A UATP Card is not good for passage, but when presented by the Cardholder (or, if accompanied by a receipt signed by the Cardholder in the form prescribed by Contractor, by its duly authorized agent) at any ticket office of Contractor, or of any other party to the Universal Air Travel Plan, or of any agent authorized by Contractor or by any other such party to honor UATP Cards, 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 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:

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 over the lines of Contractor and/or any other party to the Universal Air Travel Plan; provided that Contractor may, at its election, honor any UATP Card, or other authorization issued hereunder for the purchase of air transportation over the lines of carriers not parties to the Universal Air Travel Plan.

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 Universal Air Travel Plan to refuse to honor a UATP Card and to repossess the 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 been altered or mutilated. Whenever any Cardholder ceases to be eligible to hold a UATP Card under this contract, Subscriber will promptly return the UATP Card to Contractor for cancellation. Contractor will use reasonable care to prevent the honoring of UATP Cards presented by persons other than Cardholders or their duly authorized agents.

Except as provided in the last sentence of this paragraph, 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 notify Contractor in writing at the address below. Upon receiving that notice, Contractor will cancel the UATP Card and will take steps to prevent the subsequent honoring thereof; however, if the UATP Card is honored before the receipt of such notice, Subscriber will be responsible for all charges incurred through use of the UATP Card.

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 shall 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 days prior written notice to the other at the address appearing below. Contractor, however, may terminate it 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 UATP Cards issued hereunder must be surrendered promptly to Contractor at its address below. If there are unpaid balances in Subscriber's UATP Account, Subscriber agrees to remit all amounts due within ten days after receipt of an invoice therefore. 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. To the extent matters involving this contract are determined by reference to the laws of any state of the United States, such matters shall be governed and determined by the laws of the state of Texas. For all disputes arising hereunder, Subscriber irrevocably consents and submits to the non-exclusive jurisdiction of the Texas State and United States Federal Courts located in Dallas or Fort Worth, Texas, and waives all objections as to venue or forum non conveniens. Although translation of this contract may be made into Spanish or any other language for the parties' convenience, the English version will govern for all purposes of the interpretation and performance of this contract.

XII. EFFECTIVE DATE

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

XIII. 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

<p>FOR USE BY AA ONLY Date _____ Account # _____ Type Code _____</p>
