

Instructions for Foreign Travel Agency participation

American Airlines, Inc., Instructions for Foreign Travel Agency participation

Addendum to the Governing Travel Agency Agreements

Effective June 23, 2017

IMPORTANT FOR IATA AGENTS WITHOUT ARC AFFILIATES: PLEASE READ

IATA agents with ARC affiliates should refer to the American Airlines, Inc. [Addendum to the Governing Travel Agency Agreements](#) for ARC Accredited Agents and their affiliates.

Your travel agency is not accredited by ARC Corporation ("ARC"), nor is any affiliated agency location under common control accredited by ARC. Your travel agency, including affiliated agency locations under common control (collectively "Agent") is, however, accredited by International Air Transport Association ("IATA") and has entered into the IATA Passenger Sales Agency Agreement (the "IATA PSAA", a "Governing Travel Agency Agreement").

The instructions, terms and conditions governing the agent-principal relationship between Agent and American Airlines, Inc., including all affiliated airlines under common control of the American Airlines Group, Inc. (collectively "American") are set forth below and in the IATA PSAA applicable to each travel agency location and any other agreement entered into by American and Agent (such texts, together with these instructions being referred to collectively as the "Agreement").

American has appointed Agent to act as an agent for American in the sale of American's products and services ("Agent's Appointment" or "Appointment"). Agent acknowledges and affirms that it is an agent of American.

As of the effective date set forth above, compliance with these instructions, as well as the terms and conditions of the Agreement and the Rules (defined in Section 2), are conditions to the continued Appointment of Agent.

To the extent that Agent engages employee, sub-agents, services vendors or other third party contractors to support Agent's activities within the scope of the Appointment, Agent will be responsible to American for their full compliance with the Agreement.

The Agreement applies to any tickets issued using American's ticket stock.

1. Appointment

American may independently review any of Agent's locations, including those under Agency's common control, that are accredited by IATA (the "Agency Locations"). The review may include on-site inspection of any Agency Location to determine that Agent's operations comply with American's requirements for its agents in the sale of American products and services. In its sole discretion and at any time, American may, upon written notice to Agent, exercise its rights to suspend or limit Agency's Appointment, including immediately terminating American's appointment of any Agency Location or Agent's Appointment.

If any Agency Location is terminated, Agent may not act in any agency capacity for the sale of American's products and services from the terminated location. If Agent's Appointment is terminated, Agent may not act in any agency capacity whatsoever for the sale of American's products and services from any location.

2. NDC Incentive Program

Agent has the option of participating in a NDC incentive program (the "NDC Incentive Program"). The NDC Incentive Program offers the following benefits to Agents who book and ticket American flights through a Qualified NDC Channel (defined below) under a TSA Arrangement (defined below):

- Agent will have access to the best published fares for American marketed flights made generally available to the public (e.g., through AA.com or a GDS), and all schedule information and seat availability related to such fares (the "Content Commitment").
- Agent will have the ability to sell specified ancillaries.
- Agent will be entitled to a commission of \$2.00 USD (or foreign currency equivalent, as determined by American) per flight segment (the "NDC Commission") on AA NDC Net Tickets. "AA NDC Net Tickets" means a confirmed and purchased passenger reservation (in the itinerary portion of a PNR) for transportation on an American marketed flight, and that has been confirmed, purchased and ticketed using American's 001 validation code through the Qualified NDC Channel, but not including any voided, canceled, refunded, re-issued or exchanged tickets.

Agent's acceptance of the NDC Commission constitutes its agreement to operate under a TSA Arrangement. Agent is ineligible to participate in the NDC Incentive Program and receive NDC Commissions if Agent is party to a separate TSA Arrangement with American.

"TSA Arrangement" means the type of arrangement whereby each party bears its own distribution costs. For Agent, this means absorbing, paying or indemnifying American from (i) Agent's own costs associated with integrating directly with American's NDC-enabled connection into its reservations system ("NDC Connection") and (ii) costs charged to Agent or American by Agent's TSA Provider (e.g. booking fees charged by a GDS or aggregator) in connection with Agent making bookings or issuing tickets, processing associated transactions, or related to use of the TSA Provider's resources to connect to American's NDC Connection. American will absorb or pay for its own costs associated with operating the NDC Connection and for any internal development undertaken by American to facilitate integration by Agent or Agent's TSA Provider. "TSA Provider" means a third party technology company that provides a connection to American's NDC Connection (e.g. GDS or Aggregator).

American, in its sole discretion, reserves the right to modify, extend or terminate the NDC Incentive Program at any time, including by adding to or modifying the below requirements for participation in the NDC Incentive Program. However, if Agent issues an AA NDC Net Ticket prior to December 31, 2018, then American will not limit the scope of the Content Commitment or reduce the NDC Commission for Agent prior to December 31, 2020.

The NDC Commission will be a back-end payment settled through the existing BSP ACM (Credit Memo) or similar mechanism as determined by American. All foreign (i.e., non-USD) currency payments will be made at the exchange rate in effect at the time of payment. For clarity, the NDC

Commission applies only to tickets issued for American marketed flights through a Qualified NDC Channel, is subject to Agent's indemnification obligations under the TSA Arrangement, and is in addition to any other commissions that may be in place for Agent in connection with the sale of other American products or services. Agent is not entitled to, and is prohibited from collecting, the NDC Commission for any booking that violates any of the terms or conditions of the Agreement. American reserves the right to indefinitely suspend or to terminate Agent's participation in the NDC Incentive Program if Agent violates this Agreement or otherwise engages in fraudulent or abusive activity. In addition, nothing in this Section 2 is intended to supersede or limit in any manner any other term or condition of this Agreement, including, for clarity, American's rights and Agent's obligations set forth in Sections 1, 3 and 4 of this addendum.

For clarity, the Content Commitment (and related schedule information and seat availability) made available under the NDC Incentive Program does not extend to: (a) fares not made generally available to the public, such as negotiated corporate fares, tour operator fares, consolidator fares, wholesaler fares, targeted fares, net fares, off-tariff fares, group fares, meeting and incentive fares, or fares that require the purchase of another product or service; (b) opaque fares (e.g., offered for sale without disclosure of air carrier identity until after a commitment to purchase the particular air services has been made); or (c) short term promotional fares or discounts.

To participate in the NDC Incentive Program, Agents must comply with all of the following requirements:

- Agent must book and ticket American flights through a Qualified NDC Channel. "Qualified NDC Channel" means: (i) an American-approved channel established by the Agent, either itself or through a TSA Provider, that integrates directly with American's NDC Connection at a NDC 'Level 3' certification level, as such certification is defined by IATA; or (ii) the NDC website portal maintained by American. To request a list of TSA Providers currently available to provide a Qualified NDC Channel or for instructions on how to get access to the NDC website portal, please contact NDC@aa.com.
- Agent must comply with any instructions, policies and technical specifications governing use of the American's NDC Connection, as such instructions, policies and technical specifications may be updated from time to time at American's sole discretion.

3. Compliance with American's Rules and Rates

(a) General

Agent will strictly adhere to American's current instructions, rules, regulations, requirements, conditions of sale or carriage, tariffs, and procedures (the "Rules") in booking any reservation or issuing, reissuing, selling, exchanging, refunding, canceling or reporting any ticket calling for transportation on American. Agent will also comply with all laws and regulations applicable to its activities under the Agreement.

Failure to comply may subject Agent to debit memos from American for any deficiency or any loss incurred by American by reason of the violation and the suspension, limitation or termination of Agent's appointment.

(b) Order of Precedence and Conflicts of Law

In the event of any conflicts between these instructions and an incentive agreement in effect with American as of December 18, 2014, then for the then current term of such agreement, not including any future extensions, such incentive agreement shall govern; however, absent the existence of such an incentive agreement, any conflicts between these instructions, the IATA PSAA, American's Conditions of Carriage, or applicable law or regulation, the conflict shall be resolved by giving priority:

1. Applicable law or regulation
2. American's Conditions of Carriage
3. These instructions
4. The IATA PSAA

(c) AAdvantage® / Promotional Programs

Agent agrees to comply with all Rules governing the AAdvantage® Program and other promotional programs, including the issuance of promotional certificates and tickets. Agent acknowledges that the purchase, sale, or barter of promotional or AAdvantage® awards, mileage, or tickets (other than a purchase from American) is strictly prohibited and that Agent's direct or indirect involvement in any of these activities subjects Agent to:

- Debit memos
- The suspension, limitation or termination of Agent's Appointment
- Legal or equitable remedies

Agent further acknowledges and understands that any fraud or abuse concerning promotional programs or AAdvantage® awards, mileage, or tickets on the part of Agent or Agent's customers may subject Agent's customers to administrative and legal action by American, including the forfeiture of all"

- Award certificates
- Tickets issued against award certificates
- Accrued mileage in the member's account, as well as suspension or cancellation of the account

Agent further understands that promotional or AAdvantage® award tickets that have been purchased, sold, or bartered are void and that use of these tickets may result in the tickets being confiscated by American, the passenger's trip being stopped or interrupted, and the passenger being required to purchase a ticket to continue travel.

(d) Prohibition of Abusive Practices

Agent acknowledges that Hidden City/Point Beyond Ticketing, Back to Back Ticketing, cross-border ticketing, Throwaway Ticketing, Duplicate and Impossible/Illogical Bookings and other Fraudulent, Fictitious, or Abusive Bookings, violate American's Rules. (See American's Conditions of Carriage for definitions of these types of Fraudulent, Fictitious and Abusive bookings.)

It is the Agent's responsibility to ensure that ticketing or bookings done by Agent are not for Hidden City/Point Beyond Ticketing, Back to Back Ticketing, cross-border ticketing, Throwaway Ticketing, Duplicate and Impossible/Illogical Booking and other Fraudulent, Fictitious, or Abusive Booking purposes.

Circumventing journey controls to obtain sold out inventory is also prohibited. Furthermore, since American is not a participant in other carriers' private agreements and since American does not honor other airlines' discount codes, Agent agrees that other airline private or contracted fares or ticket designators may not be ticketed using American's ticket stock.

Agent acknowledges that it may not ticket bookings for American products and services where the booking was created by a third party unless American has expressly authorized Agent to ticket such third party bookings.

Additionally, if, to the extent permitted by American, Agent participates in transferring bookings or tickets contained in American itineraries among Agent's locations or between Agent and other third parties, then Agent will cause any resulting duplicate booking or ticket associated with such American itinerary to be immediately cancelled.

Agent acknowledges that if it engages in any of these practices, or sells or issues a ticket used for any of these purposes, Agent will be subject to:

1. Debit memos
2. The suspension, limitation or termination of Agent's Appointment
3. Other remedies available to American

(e) Fraud and Misrepresentations

Agent will not engage in any fraudulent activity, including altering flight coupons for non-qualifying discount travel, backdating tickets, or selling no-cash-value coupons, discounts, or upgrades. Fraudulent activity also includes intentionally withholding or misrepresenting information regarding American products and services, such as information regarding availability and pricing.

Unless otherwise agreed in writing, for tickets issued using American's 001 validation code with American as the merchant of record:

- Agent must report such tickets through the applicable Billing and Settlement Plan or Area Settlement Plan as the same form of payment provided by the customer
- Agent must not use a credit card which is issued in the name of the Agent or in the name of any of the Agent's personnel

(f) Regulatory Compliance

All advertising and promotions by Agent for American's products and services will fully comply with all applicable laws, rules and regulations as well as any guidelines from the Department of Transportation (DOT) and other government regulators. For example, all print advertising will comply with all applicable disclosure requirements for codeshare or long-term aircraft wet-lease arrangements involved in the markets being advertised.

In addition, Agent must comply with all rules and guidance from government regulators regarding advertising and promotions, including those pertaining to full fare advertising, price increases and ancillary services. Failure to comply subjects Agent to debit memos and the suspension, limitation or termination of the Agency Location or Agent's Appointment by American.

(g) No Biasing or Alterations

Agent will ensure that its systems, processes and sales practices accurately display and convey all information relating to American's products and services as presented by American. Agent's systems, processes and practices may automate a customer's preferences for air carrier, but must not otherwise involve any form of bias against American's products and services, or alter the presentation of the information as provided by American. Agent must not facilitate or encourage such biasing or alterations by others.

Additionally, Agent will not impose service fees or other fees (including, without limitation, ticketing fees or charges, paper ticket fees or charges, delivery fees or charges, booking fees or charges, incentives or other features) with respect to the display, offer, booking, ticketing or sale of

American's products and services that are higher than those imposed for the display, offer, booking, ticketing or sale of any other carrier products and services.

If Agent charges a service or other fee for its services, such charge or fee shall be listed separately and the charge or fee for an American booking or other American product or service must be the equal to the lowest fee imposed by Agent on other air carriers.

(h) No Re-Distribution

Agent's Appointment is for purposes of the Agent marketing and selling American's products and services directly to customers for those products and services. Agent's Appointment is specific to Agent, and does not include any authority for Agent to act as an intermediary for further distribution of American's products and services via other intermediaries and sales agents. For example, Agent may not offer or distribute American products and services as part of a service provided by Agent that is re-branded so that it appears to customers to be a search, booking or ticketing service from a third party.

Any such re-distribution arrangement is only permitted pursuant to a separate agreement signed by authorized representatives of both Agent and American. In addition, if Agent uses or works with a non-accredited entity in making a booking, then Agent acknowledges and agrees that American reserves the right to reject the booking in American's sole discretion and that Agent nonetheless remains fully responsible to American in all respects for any bookings made by third parties and ticketed via Agent's Appointment.

(i) PNR Content

Complete information in a reservation is important to appropriately service customers during the course of travel, therefore Agent must provide American with all the contact information offered by customers including but not limited to phone fields and emails as well as any other information required by governmental authorities.

Agent may not substitute any contact information or provide Agent's contact information in lieu of such customer information without the consent of American and the customer. American will treat all personally identifiable information contained in PNR content received in accordance with American's privacy policy.

(j) Electronic Display

Agent will not display American's products and services via electronic means directly to customers without American's prior written approval. However, any Agent with an incentive agreement in effect with American as of December 18, 2014, may continue any existing electronic display for the remainder of the then current term of the agreement, not including any future extensions of the term, but thereafter will need written approval from American.

(k) Exceptions

To be valid, any exceptions to American's Rules in the booking of any reservation or the issuance, reissuance, or refund of any ticket calling for transportation on American must be documented by American in the applicable PNR.

4. Electronic Ticketing on 001 American Airlines

Agent shall not use American's 001 validation code to circumvent termination or absence of appointment by American or another airline, for example, by issuing electronic tickets or any other traffic documents for transportation on any airline that has refused to appoint, or has terminated its appointment of, Agent.

Further, Agent will not issue tickets for transportation on American on behalf of any other travel agency location for which American has refused or terminated its appointment, including any of the Agency Locations.

5. Agency Free and Reduced Travel

Agent will comply with American's Rules concerning Agency free travel and reduced rate travel privileges. Failure to comply subjects Agent to debit memos and the suspension, limitation or termination of the Agency Location or Agent's Appointment.

6. Agent Incentive, Promotional, and Override Programs

Agent will comply with American's Rules and any specific contractual requirements concerning agency incentives, promotions, or overrides with American in which Agent participates or has an interest. Failure to comply subjects Agent to :

1. Forfeiture and repayment to American of all sums paid by American to Agent or the value received by Agent
2. The suspension, limitation or termination of Agent's right to participate in or receive all or a part of any agency incentives, promotions, or overrides
3. The suspension, limitation or termination of Agent's Appointment

7. Data Ownership and Use

(a) Background

The creation, development, collection, verification, formatting, organizing and maintenance of fares, schedule, inventory, merchandising and other pre-booking data about American's products, services and facilities requires extensive investment of time, money and specialized resources of American. For example, American expends significant amounts of time and money to:

- Analyze markets and competition for air transportation and related products and services
- Analyze aircraft fleet types and utilization
- Analyze operating conditions at airports and air traffic control infrastructure, crew scheduling requirements and legal/regulatory requirements
- Develop, deploy and use proprietary algorithms, processes and techniques, many of which have taken years to develop and are critical to American's competitiveness
- Train its personnel to become skilled and knowledgeable about each of the foregoing

This investment in pre-booking data also results in post-booking data about American's products and services and the customers who purchase and consume them, and therefore American's post-booking data is similarly valuable and competitively sensitive. The integrity, value and availability of American's pre- and posting booking data can only be preserved if it is accessed and used in ways that have been authorized by American. Unauthorized access can cause disruption and harm to American's systems, business and customers, and misuse of such data can lead to safety and security issues, as well as cause material commercial harm to American.

(b) American Data

Agent understands and agrees that as between American and Agent and as a consequence and condition of Agent's Appointment, any information or data, regardless of source, that:

- Identifies American (e.g., American's trademarks)

- Identifies or is reasonably identifiable to services or products provided by American, including all fare and inventory information
- Relates to a relationship between a customer and American (e.g., frequent flyer or club membership)
- Relates to a transaction between a customer and American, including booking and payment data
- Is passed by Agent to American through a PNR or similar booking/sale record (collectively, "American Data"), is and will be owned by American Access and use of American Data by the Agent is solely for purposes of and is limited to those activities that are within the scope of the principal-agent relationship as defined and authorized by American for all of Agent's Locations

(c) Examples of Unauthorized Activities

Any use of American Data beyond what is permitted in Section 6 (b) above is unauthorized. As guidance, American provides the following examples of specific types of access, use, distribution and remarketing of American Data that are prohibited without prior written consent from American:

1. Accessing AA.com by the use of any automated or electronic devices commonly known in the Internet industry as robots or spiders, or by the use of other electronic search devices
2. Soliciting, facilitating, encouraging or agreeing to provide access to or otherwise remarket or redistribute, or take affirmative steps to allow or permit such access to, or remarketing or redistribution of, any American Data to any third party, through any process, including screen scraping, spiders, web "bots" or other device, software or system
3. Licensing, selling, or otherwise providing to any person or entity any software or other device that is capable of accessing American Data from any source
4. Editing, modifying, creating derivatives, combinations or compilations of, combining, associating, synthesizing, reverse engineering, reproducing, displaying, distributing, disclosing, or otherwise processing American Data
5. Engaging in any kind of commercialization, marketing, advertising, licensing or resale that is based on American Data (e.g., advertising credit card offers to consumers based on the American Marks or flight information) except as otherwise permitted by the Agreement
6. Facilitating structured posting of American Data to any third party electronic media, including without limitation Facebook, Twitter, online calendars
7. Accessing American Data from any unauthorized source which American may identify to Agent
8. Assisting, aiding, or abetting in any way the unauthorized access, use, distribution or display of American Data, including American Data obtained or derived from AA.com or any other web site or any other source, such as a Global Distribution System

Agent may not engage in any of the above examples, or any other unauthorized access, use, distribution or remarketing of American Data, without the prior written authorization of American. If Agent learns that any third party is accessing, distributing, remarketing or displaying American Data in any way obtained via Agent, including Agent's web site, without American's written authorization, Agent will promptly inform American and take all commercially reasonable measures, including commercial, technological, or legal measures, to prevent the unauthorized access, display, remarketing or distribution of American Data.

(d) Other Data

The intent of this Section 6 is to maintain and protect the proprietary, commercial, competitive and confidential integrity of American Data. American recognizes that travel agents have separate relationships with their own customers, whether individual persons or companies, and have separate

responsibilities with respect to security and use of customer data. In those separate relationships, travel agents may collect, have access to and rights in customer-identifying information: name, address, phone number(s), e-mail address(es) and IP address(es), as well as information specific solely to the travel agency and its products and services.

In addition, American recognizes that customers have overlapping or separate rights and interests in data that is processed on their behalf by Agent as part of the Agent's marketing, sale or delivery of American's products and services by Agent to customers and nothing in this Section 6 is intended to restrict the processing of such data so long as Agent is acting in accordance and within the scope of its principal-agent relationship with American and with the terms of the Agreement.

8. Confidentiality, Privacy and Data Security

(a) Confidentiality

Agent will keep confidential and not disclose to any third party the following confidential information of American:

- Any fare programs and commission arrangements that may be agreed with American
- Any and all post-booking data, including all PNRs, that cover American products and services
- Any other American Data that American designates as confidential or is otherwise reasonably identifiable as confidential or proprietary information ("Confidential Information")

However, American consents to Agent disclosing commission arrangements and payments to customers when this information is requested by the customer. Agent may also disclose American confidential information to Agent's directors, officers, employees or agents if such persons are bound by equivalent confidentiality commitments and have a legitimate need to know such information in order for the Agent to perform its obligations to American.

In addition, this Section will not prohibit Agent from making disclosures required by law or judicial process after making reasonable efforts to resist disclosure and notify American. Agent acknowledges that American may disclose fare program and commission arrangements to American's alliance carriers including oneworld Alliance carriers. This provision will survive the suspension, limitation or termination or expiration of Agent's Appointment.

(b) Privacy

For purposes of these instructions, "personally identifiable information" means information that identifies or could be used to identify a particular individual, such as name, mailing address, telephone number, email address, frequent flier number, Social Security number, credit card or other payment data, date of birth, driver's license number, account number or user ID, PIN, or password. Agent will cause all of the Agent's privacy policies to inform customers that their personally identifiable information will be disclosed to American (and third parties in accordance with American's privacy policy).

The Agent shall give its customers notice, and if required under applicable law obtain the customer's consent, to such disclosure of personally identifiable information to American. All such personally identifiable information will be handled by American pursuant to and in accordance with American's privacy policy. In all other respects, American, as the owner of American Data, can use and disclose American Data for any purpose in compliance with all applicable local laws and regulations. Agent will not adopt, apply or publish any privacy policy inconsistent with the requirements of these instructions, the Agreement or American's privacy policy.

(c) Data Security

Agent will establish, implement, maintain, and use technical and organizational safeguards against the unauthorized disclosure, access, use, destruction, loss, damage or alteration of American Data

that is in the possession of Agent or its agents. Such safeguards will be in compliance with all applicable laws and regulations, including any privacy or data protection statutes, and will be no less rigorous than:

- Industry standard practices in the transportation and related services industry
- Reasonable security procedures and practices appropriate to the nature of such American Data. For the avoidance of doubt, such data safeguards must include
- Compliance with the current Payment Card Industry Data Security Standard, and VISA, MasterCard and any other applicable credit card network bylaws and operating regulations and federal and state laws or regulations relating to credit card processing
- Encryption of all records and files that contain any personally identifiable information when Agent transmits such records and files across public networks or any wireless network or stores such records and files on laptops, thumb drives or other portable devices or transfers such records and files for storage
- Compliance with any security standards required by local law or regulations

(d) Remediation

Following any Security Incident defined as:

- The loss, misappropriation or misuse (by any means) of American Data
- The inadvertent, unauthorized, and/or unlawful processing, distribution, alteration, corruption, sale, rental, or destruction of American Data
- Any other act or omission that compromises or threatens to compromise the security, confidentiality, or integrity of American Data
- Any breach of American's security policies set forth herein)

Agent must notify American within 24 hours. Agent and American will work in good faith regarding remediation efforts that may be necessary and reasonable. At American's sole discretion, Agent shall either undertake remediation efforts for a Security Incident at its sole expense and in line with security best practices or reimburse American for American's reasonable costs and expenses in connection with taking remediation efforts for a Security Incident and provide assurances satisfactory to American that such Security Incidents will not recur.

9. American's Intellectual Property

(a) Background

American's intellectual property, including its famous trademarks, logos, livery, travel posters, web sites and advertising, are important and valuable assets of American. Who uses them and how they are used has an impact on their continuing value and fame.

(b) American Marks and Correct Use

American grants Agent a limited, royalty free, non-transferable, non-exclusive permission to use certain American intellectual property, specifically the trademarks AMERICAN AIRLINES, AA, AMERICAN EAGLE, AADVANTAGE, ADMIRALS CLUB, ENVOY, DIVIDEND MILES, FLAGSHIP, US AIRWAYS, US, US AIRWAYS EXPRESS and the American Airlines' and US Airways' trade dress (the "American Marks") solely for the purpose of identifying Agent as an authorized agent of American. In using the American Marks, Agent agrees that American owns the American Marks, and

that Agent will not harm the American Marks or American's ownership of the American Marks or in any way contest or deny the validity of, or the right or title of American in or to, the American Marks.

Agent acknowledges and understands that it has no right or permission to use the American Marks for any purpose not expressly stated in these terms and conditions, and that any unauthorized use of the American Marks will constitute an infringement of American's rights. Agent understands that it has no right or permission pursuant to the Agreement to use any other intellectual property owned by American or its affiliated entities. Agent further agrees not to use any intellectual property confusingly similar to the American Marks.

Agent agrees that it will comply with American's trademark usage guidelines found at <https://brand.aa.com>, or any replacement thereof, and will reproduce the design and appearance of the American Marks from reproduction art obtained from such web site. Agent further agrees that it will not purchase, use, or register any domain names or keywords or search terms that are identical or similar to, or contain (in whole or in part), any of the American Marks.

(c) No Implied or Other Rights

Agent understands that it has no rights in American's intellectual property, nor can continued use of any of American's intellectual property ever give Agent any rights in or to any of American's intellectual property. Agent acknowledges that a breach of this Section will cause American significant, irreparable injury and that American's legal remedies for a breach will be inadequate. Agent will obtain American's written authorization (e-mail will suffice) before any use of American's intellectual property.

10. Right to Inspect and Audit

American has the right to enter any Agency Location upon reasonable advance notice to:

- Inspect Agent's books and records relating to sales of American's products and services and to ensure Agent's compliance with the provisions of the Agreement
- Audit Agent's books and records to detect or establish Agent's abuse of, or failure to comply with, any of American's Rules concerning sale of travel on American, Agency free and reduced rate travel, agency incentives, promotional or override programs, or Agent ticket fraud

Agent agrees that American may use information obtained from IATA to evaluate the credit-worthiness of Agent and Agent's employees and owners.

11. Miscellaneous

(a) Waiver

Any waiver or modification of any of the terms of the Agreement must be in writing from American. American may amend or modify its policies and instructions at any time. Agent agrees that failure of or delay by American to require strict performance or to enforce any provision of the Agreement, or a previous waiver or forbearance by American, will in no way be construed as, or constitute, a continuing waiver by American of any Rule or any provision of the Agreement.

(b) Severability

If any provision of these instructions conflicts with the law under which these instructions and the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these instructions and the Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each such provision will be valid and enforceable to the full extent permitted by law.

(c)

It is acknowledged and agreed that any breach of the obligations set out in these instructions or the Agreement by Agent could cause irreparable injury and that monetary damages would not be an adequate remedy for such breach. In the event of a breach or threatened breach of any of the provisions of these instructions or the Agreement, American will, to the extent permitted under applicable law, be entitled to seek injunctive relief in any court of competent jurisdiction restraining the Agent from breaching the terms hereof.

(d)

No person who is not a party to the Agreement shall have the right to enforce any terms or conditions of the Agreement or these instructions (i.e., there are no intended third party beneficiaries).

Information contained on this website is subject to change at any time without notice. American Airlines shall not be liable for any consequences resulting from your reliance on the information.