AMERICAN AIRLINES, INC.
NDC CONNECTION USE AND ACCESS AGREEMENT

This NDC Connection Use and Access Agreement ("Agreement") is made and entered into as of _____8/25/2018_____, ____, 201_ (the "Effective Date") by and between American Airlines, Inc., a Delaware Corporation ("American"), with its principal place of business at 4333 Amon Carter Blvd., Fort Worth, TX 76155 U.S.A. and __1329 W. Cheltenham Ave_____, with offices at __1329 W. Cheltenham Ave, Elkins Park, PA 1907____ ("Agency").

RECITALS

        A.   Agency is interested in obtaining access to American Data via American's NDC Connection for the purpose of shopping, booking, ticketing, selling and servicing Fare Content and Optional Services.

        B.   Agency has developed or intends to develop for itself, or has licensed or intends to license from a third party supplier or suppliers certain software and technology that integrates directly with the NDC Connection (the "Software").

        C.   American has authorized Agency to shop, book, ticket, sell and service Fare Content and Optional Services via the Governing Travel Agency Agreement, subject to all terms and conditions set forth therein.

        D.   The parties desire to set forth certain terms and conditions under which American will authorize Agency to utilize the NDC Connection and under which the parties may engage in further discussions pertaining to the NDC Connection.

AGREEMENT

        In consideration of the foregoing and of the mutual promises contained in this Agreement, the parties agree as follows:

        1.   **Definitions:**

        (a)   "AA Carrier" means American ("AA") and Air Carriers associated with AA including Envoy Air Inc., ExpressJet Airlines, Inc., Compass Airlines, LLC, PSA Airlines, Inc., Piedmont Airlines, Inc., Republic Airline, Inc., Air Wisconsin Airlines Corporation, Mesa Airlines, Inc., SkyWest Airlines, Inc., and Trans States Airlines, Inc.

        (b)   "Affiliate" means with respect to any Company, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such Company. For the purposes of this definition, "control" of a Company means the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of securities (including, without limitation, the ownership of 50% or more of the combined voting power of such Company), by contract or otherwise.

        (c)   "Agency Program Agreement" means an agency program agreement entered into between American and Agency, if any.

(d)   "Air Carriage" means air carriage on an American aircraft and aircraft operated by other Affiliated or non-affiliated airlines, in both cases to the extent such carriage is marketed under a two-letter designator code controlled by American.

(e)   "Air Carrier" means American, its Affiliates, and any regional airline providing services to American, including those under American's brand(s) but only with respect to such services provided to American and its Affiliates individually or collectively, as the context requires.

(f)   "American Data" has the meaning set forth in the GTAA Addendum.

(g)   "Booking" means a passenger reservation for Air Carriage, or a flight segment of another airline as the context requires in accordance with applicable industry standards, comprised of one or more travel segments for an individual person created by (or secured to) a customer in the itinerary portion of a PNR (or successor), net of cancellations and changes. For clarity, one passenger on a direct flight constitutes one Booking, one passenger on a two-segment trip constitutes two Bookings, and multiple passengers within the same PNR segment constitute multiple Bookings.

(h)   "Company" means any firm, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization, or other entity.

(i)   "Confidential Information" means any confidential or proprietary information of American or its Affiliates that is disclosed in any manner and in any media to Agency or its Affiliates in connection with or as a result of this Agreement, and which at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of American, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of American. Specifically, Confidential Information includes (i) the existence, terms and conditions of this Agreement, (ii) the SDK and Documentation, (iii) the NDC Connection Discussions and Agreements, and all materials and communications related thereto, (iv) all types of proprietary technical or business information of American, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, pricing, market, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of nonpublic information, and (v) any and all information transmitted to or stored by Agency in connection with performance of its obligations under this Agreement, including, but not limited to, personally identifiable information of employees or customers of American or its affiliates, including name, address, phone number, e-mail address, date of birth, social security number, credit card information, drivers license number, account numbers, PINs and/or passwords, and any other information that could reasonably identify a person.

(j)   "Documentation" means the documentation and supporting materials relating to the SDK.

(k)   "Fare" means the price charged for Air Carriage, including fuel and other surcharges, applicable taxes and any other components payable by the passenger to American for

air transportation. For the avoidance of doubt, Fare includes all necessary Fare rules and tariffs applicable to the relevant Fare, but do not include any Optional Services. For the avoidance of doubt, if any service offered and provided by American is included in a bundle of services or offerings that includes basic passenger air transportation and for which a single bundled unit price is charged, the fee charged for that bundle of services or offerings will be considered a Fare for the purposes of this Agreement (and that service is not an Optional Service in that circumstance).

(l)   "Fare Content" means Fares and associated schedule and inventory information for Air Carriage on AA Carriers.

(m)   "GDS" means a global distribution system, including, but not limited to, those operated as Abacus, Amadeus, Apollo/Galileo, Axess, lnfini, Sabre, Topas, Travelsky, and Worldspan. For the avoidance of doubt, the NDC Connection is not a GDS.

(n)   "Governing Travel Agency Agreement" means the Agent Reporting Agreement or, as applicable, the IATA Passenger Sales Agency Agreement and associated IATA resolutions, as they may be amended by ARC, IATA, or American from time to time, and any successors thereto, including, for the avoidance of doubt, American's GTAA Addendum(s).

(o)   "GTAA Addendum" means any addendum to the Governing Travel Agency Agreements adopted or amended by American from time to time and any successors thereto. The GTAA Addendum is currently available at https://www.aa.com/i18n/customer-service/addendum-governing-travel-agency-agreements.jsp for ARC-accredited agencies, and at https://www.aa.com/i18n/customer-service/foreign-travel-agency-participation.jsp for other accredited agencies and copies can be provided upon request by American.

(p)   "NDC Connection" means the NDC-based direct programming and communications interface to American's internal reservations system (also known as a "direct connect") which American makes available to approved third parties.

(q)   "NDC Connection Discussions and Agreements" means all discussions and agreements between the parties pertaining to Agency's use of the NDC Connection, including but not limited to (i) any discussions and agreements pertaining to Agency's compensation in connection with such use, (ii) any discussions and agreements pertaining to American's merchandising strategy with respect to the NDC Connection (e.g., American's plans to develop and/or offer certain products or services through the NDC Connection), (iii) any discussions and agreements pertaining to technical requirements to access the NDC Connection and/or the technical and functional capabilities of the NDC Connection, and (iv) the terms of this Agreement and any Agency Program Agreement between the parties.

(r)   "Optional Services" means a separate product or service other than Air Carriage, together with its associated prices and rules, offered by American separately from any Fare and in exchange for payment of a discrete fee (whether or not payment of such fee is waived for one or more passengers for any reason), regardless of whether such separate product or service is fulfilled by American, its Affiliates, or third parties such as an in-flight internet service provider or airline catering companies.

(s)   "PNR" means a passenger name record associated with a Booking.

(t)   "Proprietary Rights" mean all rights held by a party, including, but not limited to, patents, copyrights, authors' rights, trademarks, trade names, know-how, and trade secrets, irrespective of whether such rights arise under U.S. or international intellectual property, unfair competition or trade secret laws.

(u)   "SDK" means the proprietary software development kit provided by American to allow the Agency to access the Direct Connect and containing XML schemas, development libraries, development tools, and Documentation.

2.   Access via NDC Connection and Agency Covenants.

(a)   **NDC Connection Access.** During the Term and subject to all the terms and conditions of this Agreement and the Agency Program Agreement, American grants to Agency a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right and license to access and use the SDK to access American's internal reservations system via the NDC Connection only for the purposes of shopping, booking, ticketing and selling Fare Content and Optional Services and servicing Bookings made by, and Optional Services purchased through, Agency. Agency is permitted to access and use the SDK only through its own Software or the Software of a third party supplier that has been independently authorized by American to access the NDC Connection. Agency may use the SDK to generate, sort, price, and select American itineraries and determine availability of selected flights, Optional Services, classes of service and booking codes, and ticket and service selected itineraries in order to provide travel planning and related services to its customers. Any other use of the SDK is strictly prohibited and a breach of this license. Agency shall not, and shall not allow any party to, modify, reverse engineer, adapt, decompile, disassemble, create derivative works based on, copy, or reproduce the SDK or Documentation. Agency will comply with all directions and instructions (as updated from time to time) from American with respect to the NDC Connection and Agency's access to American's internal reservations system. Agency acknowledges and agrees that the license granted in this Section 2(a) is conditioned upon Agency's compliance in all respects with such directions and instructions. Similarly, Agency acknowledges and agrees that its ability to use Software provided by a third party supplier to access the NDC Connection is conditioned on such supplier remaining licensed to provide such access and in compliance with its own obligations to American.

(b)   **Proprietary Notices.** Agency will reproduce and include any copyright or other proprietary rights notices of American, and as applicable, its supplier(s), in all copies, in whole or in part, of the SDK, any interfaces into the SDK, and Documentation. No other right or license with respect to any trademark, trade name or other designation is granted under this Agreement.

(c)   Compliance with Applicable Laws.

(i)   Agency will use the SDK licensed hereunder only for lawful purposes and in accordance with this Agreement. Agency will comply at all times with all

applicable laws and regulations and acknowledges that it is the sole responsibility of Agency to ensure that the information it and its users transmit and receive through the SDK or NDC Connection complies with all applicable laws and regulations. Agency will not use the SDK to send unsolicited messages.

(ii)   Agency acknowledges that any obligation of American to provide the SDK or Documentation under this Agreement is subject in all respects to all United States laws and regulations governing the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States. Accordingly, Agency may not export, directly or indirectly, in whole or in part, the SDK or related information.

(d)   **Other Travel Agency Contracts and Policies.** Except as may be specifically modified under this Agreement, Agency remains bound to all of the terms and conditions of the Governing Travel Agency Agreement and any applicable Agency Program Agreement and any other contract in effect between Agency and American during the Term of this Agreement. Agency will at all times comply with the booking and ticketing policies and the requirements set forth in the Governing Travel Agency Agreement, the Agency Program Agreement, and any other contract in effect between Agency and American during the Term of this Agreement. Without limiting the foregoing, Agency shall remain responsible for managing and servicing all Bookings and Optional Services made or purchased by Agency through the NDC Connection.

(e)   **Security**.

(i)   Nothing in this Agreement limits in any manner Agency's data security obligations as set forth in the Governing Travel Agency Agreement, including the applicable GTAA Amendment, which remain binding on Agency in all respects and which apply, for clarity, to all American Data collected or obtained under this Agreement. In addition, should a GDS or other third party supplier of Software request or represent to Agency that such supplier needs to create duplicate PNRs or other records in respect of Bookings or Optional Services or otherwise have access to PNR or sales data in respect of Bookings made or Optional Services purchased via the NDC Connection, Agency will inform American of this fact before allowing such access, and American and Agency will cooperate to evaluate whether such access is in fact necessary and, if so, agree on any additional data security, ownership or use controls vis-à-vis the third party that are appropriate and consistent with this Section 2(e) and Section 3 below.

(ii)   Agency will restrict access to the American Data and the SDK to only those employees of Agency who need to have access to the American Data or the SDK in order for Agency to exercise its rights under this Agreement. Agency will require all such authorized employees to execute a non-disclosure agreement in reasonable form and substance consistent with this Agreement or otherwise have in place confidentiality obligations substantially equivalent to those set forth herein. Agency will use commercially reasonable efforts to prevent, prosecute, and enjoin any actual or threatened unauthorized use or disclosure of the American Data or the SDK, and shall further take all precautions necessary to prevent unauthorized access to American's internal reservations system through the NDC Connection.

(f)   **Compliance with Third Party Contracts**.   Agency represents and warrants to American that the execution, delivery, and performance of this Agreement by Agency is not contrary to, or in conflict with, the formation and governance documents of Agency, any material agreement by which Agency is bound, or any applicable law. Agency acknowledges that American is not a provider, licensor, or contracting agent in respect to the Software, and that Agency's rights and obligations with respect to the Software must be governed by a separate agreement, if any, between Agency and such third party supplier or suppliers.   Therefore, any issues relating to the Software will be addressed solely between Agency and such third party supplier or suppliers.

(g)   **Proprietary Rights**.

(i)   Agency represents and warrants that the use of the Software under this Agreement shall not infringe, misappropriate, or otherwise violate the Proprietary Rights of any third party.

(ii)   Agency will defend, indemnify, and hold harmless American, American's suppliers, successors, Affiliates, and each of their respective directors, officers, employees, agents, and representatives ("American Indemnitees") from and against all damages, losses, liabilities, judgments, awards, costs, expenses, penalties, fines, settlement fees, or civil sanctions of any nature whatsoever, including reasonable attorneys' fees and court costs and, to the extent applicable, cost of cover, incurred directly or indirectly by any American Indemnitee as a result of Agency's breach of this Agreement and/or as a result of any claim, suit, judgment, settlement, or cause of action: (1) alleging the infringement, violation, or misappropriation of any intellectual property right including a patent, design, industrial design, copyright, trade secret, or trademark, or other proprietary right by Agency's application(s) or the use thereof, or the combination of Agency's application(s) with any hardware, software, system, or service, or by Agency's combination of the SDK or any portion thereof with any application, hardware, software, or system, or service other than the American host reservations system, (2) alleging libel, slander, or defamation related to the use of Agency's applications, (3) alleging any injury, death, or property damage, or other damage arising from or related to the performance or non-performance of any portion of the SDK or Agency's applications, or (4) otherwise related to or arising from Agency's use of the SDK or Agency's applications (including Agency's development of applications) or any portion thereof. For the purposes hereof, Agency's applications are considered any application, software, or system with which Agency uses the SDK to access American's internal reservations system, including the Software.

(iii)   In the event the SDK is held or is believed by American or its supplier(s) to infringe, (1) Agency will immediately stop using the SDK upon receipt of notice from American or its supplier(s), and (2) American has the option, at its expense, to modify the SDK to be non-infringing or obtain for Agency a license to continue using the SDK. However, if it is not commercially reasonable to pursue either of the above options, then American may terminate the license for the infringing SDK.

(iv)   If a claim is made against Agency that the SDK infringes a copyright or patent, American will use commercially reasonable efforts to obtain indemnification for the SDK from the applicable supplier(s) if: (1) Agency notifies American or its SDK

supplier(s) in writing within 30 days of the claim; (2) American or its supplier has sole control of the defense and all related settlement negotiations; and (3) Agency provides American or its supplier(s) with the assistance, information, and authority necessary to perform their obligations under this section.

(v)   Neither American nor its suppliers will be liable for any claim of infringement based on (1) use of a superseded or an altered release of the SDK if the infringement would have been avoided by the use of a current unaltered release of the SDK which American has provided to Agency, (2) the modification of the SDK other than by or at the direction of American, (3) the use of the SDK other than in accordance with the Documentation and this Agreement, (4) the use or combination of the SDK with Agency's applications to the extent that liability arises from such use or combination, or (5) any damages that arise after American or its supplier(s) advise Agency that the SDK may be infringing and that Agency should stop using it.

(h)   **Volume Management**. Agency will use commercially reasonable efforts to provide American with no less than twenty-one (21) days' advance notification of any events that are expected to create an unseasonably high spike in the number of Bookings to be made using the Software and NDC Connection access.

(i)   **Destructive Elements**. Agency will be responsible for ensuring that the Software and the data or any attachment supplied by itself, its respective employees, agents, and contractors does not contain or introduce any Destructive Elements to the systems of American. If Agency becomes aware that a Destructive Element has been so introduced, Agency will eliminate the effects of the Destructive Element, and, if the Destructive Element causes a loss (e.g., of operational efficiency or data), assist American to mitigate and restore such losses provided that it will not prevent American from exercising any recourse it may have against Agency under this Agreement or at law. If American becomes aware or reasonably suspects that the Software or the data contains a Destructive Element or that an American system has otherwise experienced a security breach because of the Software or the data, American may immediately suspend Agency's access to the NDC Connection while American investigates and attempts to resolve any such problem or suspected problem. "Destructive Elements" means any software, data, or tool (e.g., "viruses," "worms," or "trojan" programs) that (1) are intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the systems of American, including, for example, based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (e.g., "time bombs", "time locks" or "drop dead" devices), (2) would permit Agency or third parties to access the systems of American to cause such disablement or impairment, or otherwise to circumvent the security features of the systems of American, or (3) contain any other harmful, malicious, or hidden procedures, routines, or mechanisms which would cause the systems of American to malfunction or cease functioning, or damage or corrupt software, data, or communications of American, or otherwise interfere with American's operations.

3.   **Ownership of Data and Proprietary Rights.**

The American Data, the SDK, and all Proprietary Rights therein are and will remain the exclusive property of American and, as applicable, its supplier(s), who reserve all rights not expressly granted herein, including all title to and exclusive ownership of the American Data, the SDK, and all full or partial copies thereof, and any and all derivative works based thereon. Agency acknowledges that American Data, in the format obtained through the NDC Connection, is Confidential Information and protected as a trade secret by American. Nothing herein requires American to provide or license to the Agency any upgrades, updates, or derivative works of or to the SDK. No title to the American Data, the SDK, or any Proprietary Rights are transferred to Agency or to any other person who uses the American Data or the SDK, and all rights not expressly granted are reserved by American. Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party may cause such other party irreparable injury, for which there may be inadequate remedy at law, and therefore, such other party will be entitled to equitable relief in addition to all other rights and remedies available to it.

4. No Fees.

Agency will not be charged any fees or charges by American for implementing and accessing the NDC Connection. Agency shall be solely responsible for, and will absorb, pay or indemnify American from, (i) Agency's own costs associated with integrating directly with the NDC Connection and (ii) any fees or charges assessed by a GDS, Software supplier, or other intermediary selected by Agency (whether charged to Agency or American) in respect of such access or Bookings or Optional Services processed via the NDC Connection, or that are otherwise related to use of Software or other resources of such intermediary to connect to and/or process transactions via the NDC Connection, including, for the avoidance of doubt, any so called "passive segment" fees that a GDS might assess in respect of such Bookings or Optional Services if they are in any way facilitated by or reflected in a GDS.

5. Term and Termination.

(a) **Term**. This Agreement enters into effect on the Effective Date and remains in effect until terminated by either party (i) for convenience by giving the other party at least thirty (30) days advance written notice, or (ii) if either party materially breaches or fails to perform any representation, warranty, agreement, or covenant given by it in this Agreement and such breach or failure to perform is not corrected or cured by the defaulting party within a period of 10 days after receipt of written notice thereof from the other party (the "Term"). The 10-day cure period does not apply if the failure to perform is by its nature not capable of being cured. American may terminate this Agreement immediately for cause upon written notice to Agency upon suspension or termination of Agency's appointment as an approved ARC or IATA agent of American by ARC, IATA, or American regardless of whether such suspension or termination is initiated by Agency, ARC/IATA, or American.

(b) **Effect of Termination**. If this Agreement is terminated, then the Agency's rights to access the NDC Connection will immediately terminate without need for further notice or action of either party.

(c) **Survival of Certain Terms**. The provisions of Sections 1, 2(g), 3, 5(b), 5(c), 6, 7, 8 and 9 of this Agreement will survive the termination of this Agreement for any

reason. All other rights and obligations of the parties will cease upon termination of this Agreement.

6.   Confidentiality.

(a)   Unless expressly authorized in writing by American, Agency agrees to retain all Confidential Information in confidence and to use such Confidential Information only in connection with this Agreement or, with respect to the NDC Connection Discussions and Agreements, only in connection therewith. Agency shall protect Confidential Information using the same procedures it uses to protect its own confidential information, but in any event no less than commercially reasonable procedures. Without limiting the foregoing, and except as expressly authorized herein, Agency shall not (a) copy or disclose Confidential Information to, or use such Confidential Information for the benefit of, any third party; or (b) incorporate any Confidential Information in any of its products or services. Agency may disclose Confidential Information on a need to know basis and as is reasonably required to fulfill its obligations under this Agreement to its employees, affiliates and independent contractors, in each case, who have entered into a written agreement with Agency which prohibits the disclosure of such Confidential Information, and limits its use to activities directly related to the purposes for which such Confidential Information was disclosed to Agency.

(b)   Notwithstanding any other provisions of this Agreement, and except for American Data, the SDK and the Documentation, each party acknowledges that Confidential Information shall not include any information which: (i) was or becomes publicly known through no act of Agency that is in violation of this Agreement; (ii) was, at the time of disclosure, already known to Agency without restriction on use or disclosure and was not obtained from American or its contractors; (iii) was obtained by Agency, without restriction, from sources other than American who are lawfully in possession of such information, and who are not under any obligation of confidentiality to American; or (iv) is independently developed by Agency without breach of this Agreement. The SDK and Documentation shall be considered Confidential Information regardless of the occurrence of any of the foregoing.

(c)   Agency will be relieved of its confidentiality obligations hereunder if and to the extent that Confidential Information is: (i) disclosed pursuant to the lawful requirement of a governmental agency, or disclosure is required by operation of law, provided that Agency has given timely notice to American and American has been permitted at its expense to interpose objections, defenses or obtain a protective order limiting disclosure and use of the information; or (ii) explicitly approved for release by American's written authorization.

(d)   No license, express or implied, in the Confidential Information is granted to Agency other than to use the information in the manner and to the extent authorized by this Agreement. American shall retain the title and full ownership rights to all Confidential Information.

(e)   Neither party shall use the name of, or refer to, the other party or any of its affiliates directly or indirectly in any advertisement, news release, website, professional or trade publication, or the like without receiving prior written approval from such party.

(f)   Upon expiration or termination of this Agreement for any reason, Agency shall (i) at its own expense, promptly return all Confidential Information that is in tangible form (and all copies thereof), including the SDK and Documentation, or destroy it at American's option with Agency's authorized representative providing a certificate to American that all such Confidential Information has been destroyed, and (ii) cease all further use of Confidential Information, whether in tangible or intangible form.

(g)   Any breach of the restrictions contained in this section is a breach of this Agreement which may cause irreparable harm to American. Any such breach shall entitle American to injunctive or other equitable relief to prevent or remedy such breach (in addition to all other available legal remedies) or equivalent protective orders as are available in the courts of any jurisdiction competent to decide controversies arising under this Agreement.

7.   Exclusion & Limitation of Liability

(a)   Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. Agency should not use the SDK for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.

(b)   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AMERICAN OR ITS SUPPLIERS BE LIABLE TO AGENCY FOR ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, BUSINESS INTERRUPTION, LOST DATA OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, DAMAGES CAUSED BY DELAYS, A FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, A FAILURE TO REALIZE EXPECTED SAVINGS, OR NEGLIGENCE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SDK, OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO AMERICAN. NOTWITHSTANDING ANY DAMAGES THAT AGENCY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE AGGREGATE LIABILITY OF AMERICAN AND ANY OF ITS SUPPLIERS UNDER THIS AGREEMENT, AND AGENCY'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING, MAY NOT EXCEED THE GREATER OF THE AMOUNT ACTUALLY PAID BY AGENCY FOR THE SDK OR THE SUM OF ONE THOUSAND DOLLARS ($1,000).

(c)   THE ABOVE LIMITATION OF LIABILITY IS A FUNDAMENTAL BASIS OF THE BARGAIN, AND AMERICAN WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH LIMITATION. The limitations, exclusions, and disclaimers set out in this Agreement apply: (1) to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose, (2) whether an action, claim, or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability, or

any other kind of civil or statutory liability connected with or arising out of this Agreement; or (3) to American and its Affiliates as well as American's and its Affiliates' directors, officers, employees, and independent contractors.

(d)   SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, AND/OR WARRANTIES, AND CONDITIONS. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS AGREEMENT DO NOT APPLY IF AND ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION MANDATE LIABILITY BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS.

8.   Limited Warranty. NO WARRANTY OR REPRESENTATION IS GIVEN THAT THE FUNCTIONS CONTAINED IN THE SDK WILL MEET AGENCY'S REQUIREMENTS, OR THAT THE OPERATION OF THE SDK WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SDK WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMERICAN IS PROVIDING THE SDK "AS IS" AND WITH ALL FAULTS. AMERICAN MAKES NO REPRESENTATIONS, OR WARRANTIES, AND THERE ARE NO WARRANTIES, CONDITIONS OR COVENANTS WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, RELIABILITY, AVAILABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SDK, ITS PERFORMANCE, OR ITS FAILURE TO PERFORM. AGENCY AGREES TO ASSUME ALL RISKS ASSOCIATED WITH ITS USE OF THE SDK. AGENCY IS RESPONSIBLE FOR TAKING PRECAUTIONARY MEASURES TO PREVENT THE LOSS OR DESTRUCTION OF ITS DATA AND DATABASES SUCH AS, FOR EXAMPLE, MAKING REGULAR BACK-UPS AND VERIFYING THE RESULTS OBTAINED FROM USING THE SDK, AND AMERICAN HAS NO OBLIGATIONS OR LIABILITY WHATSOEVER WITH RESPECT TO ANY SUCH LOSS OR DESTRUCTION.

9.   Miscellaneous.

(a)   **Amendments and Waivers**. Any term of this Agreement may be amended or waived only with the written consent of the parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section 9(a) is binding upon the parties and their respective successors and assigns. However, nothing in this Section 9(a) changes or limits American's rights to make changes to the Governing Travel Agency Agreement, including changes to the GTAA Addendum, which changes, to the extent incorporated by reference into this Agreement, shall be deemed to apply with respect to this Agreement as of the effective date of such updated GTAA Addendum.

(b)   **Successors and Assigns**. This Agreement will be binding upon, inure to the benefit of, and be enforceable by and against each party and its successors. Neither party to

this Agreement may sell, assign, transfer, convey, or encumber this Agreement, or any right herein except with the written consent of the other party, which will not be unreasonably withheld, provided that American may assign any of its rights and obligations hereunder without the written consent of the other party (1) to its Affiliate that has the ability to fulfill the assigning party's obligations under this Agreement, or (2) to an entity that acquires all or substantially all of the assets of the assigning party, and agrees, or by operation of law is required, to comply with and be bound by the provisions of this Agreement to the same extent as the assigning party. The party assigning its rights and obligations as permitted hereunder, shall notify the other party in writing of such assignment. Any assignment in breach of this Section 9(b) shall be void.

(c)   **Governing Law.** Notwithstanding anything in any Governing Travel Agency Agreement to the contrary, the laws of the state of Texas will govern the entire relationship between the parties including all disputes that may arise between the parties regarding the formation, interpretation, or enforcement of this Agreement. The parties hereby submit and consent to the exclusive jurisdiction of the United States District Court for the Northern District of Texas and the courts of the state of Texas located in Tarrant County, Texas for all these disputes and each party hereby irrevocably submits to the jurisdiction of such courts and irrevocably waives, to fullest extent permitted by law, any objections that it may now or hereafter have to the laying of the venue of such suit or action and any claim that such suit or action has been brought in an inconvenient forum, and each party further agrees that final judgment in any such suit or action shall be conclusive and binding upon it and shall be enforceable against it by suit upon such judgment in any court of competent jurisdiction.

(d)   **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together, shall constitute one and the same instrument.

(e)   **Titles and Subtitles**. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(f)   **Notices**. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally, by electronic mail, by reputable overnight courier service, or postage prepaid return receipt requested mail, to the addresses shown below or to such other addresses as are specified by similar notice, and shall be deemed received upon personal delivery, upon confirmed email receipt, two (2) days following deposit with such courier service, three (3) days from deposit in the mail, in each case as herein provided:

If to American:

American Airlines, Inc.
4255 Amon Carter Boulevard, MD 4417
Fort Worth, Texas 76155
Attention: Director of Distribution
Email: NDC@aa.com

With a copy to:

American Airlines, Inc.
4333 Amon Carter Boulevard, MD 5675
Fort Worth, Texas 76155
Attention: Deputy General Counsel
Email: Kenneth.Wimberly@aa.com

If to Agent:

[Agent Name]
[•]
[•]
Attention: [•]
Email: [•]

(g) **Severability**. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any such provision in every other respect and the remaining provisions of this Agreement will be unimpaired, and this Agreement will continue in full force and effect, unless the provisions held invalid, illegal, or unenforceable will substantially impair the benefits of the remaining provisions hereof or the fundamental allocations of risks and the benefit of the bargain under this Agreement, and the parties are unable to agree on a valid replacement provision of equivalent effect.

(h) **Independent Contractor.** Neither party will, for any purpose, be deemed to be an agent of the other party under this Agreement; the relationship between the parties is only that of independent contractors. Neither party has any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Confidential Information is disclosed or used by Agency for the purposes of such activities or business relationships.

(i) **Force Majeure**. In the event that a party is prevented from fulfilling any of its obligations under this Agreement because of a strike, lockout, work stoppage or other labor dispute, war, acts of terrorism, riot, civil commotion, acts of God, fire, flood or other weather-related reason, governmental action or directive, or other similar reason beyond its reasonable control (a "Force Majeure Event"), such party shall not, by reason of being so prevented, be in breach of this Agreement and such condition shall not be cause of termination by the other party. If a Force Majeure Event continues for a period in excess of thirty (30) days, the other party may terminate this Agreement upon thirty (30) days advance written notice.

(j) **Interpretation**. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. In the event of any conflicts between this Agreement and the Governing Travel Agency Agreement, the terms of this Agreement shall prevail unless otherwise expressly noted in this Agreement. In the event of any conflicts between this Agreement and the Agency Program Agreement, the terms of the Agency

Program Agreement will prevail. Although translations of this Agreement into Spanish or any other language may be provided for the convenience of the parties, the English version will govern for all purposes of the interpretation and performance of this Agreement.

      (k)   **Execution; Electronic Agreement and Signatures; Statute of Frauds**. Execution of this Agreement may be effected by delivery of facsimiles of signature pages, by email with PDF attachments of signature pages, or through use of electronic signature services (e.g., DocuSign). The parties agree that: (i) the electronic signatures of the parties, in any form or format, included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures, (ii) no separate "writing" or handwritten signature shall be required in order to make the electronic execution and delivery of this Agreement binding and enforceable, and (iii) neither party will raise any defense of lack of writing or lack of signature or any other similar defense based upon a "Statute of Frauds" or similar rule in any dispute which may arise under this Agreement. For the purposes of this provision, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including e-mail signatures and processes developed by electronic signature services.

      (l)   **Affiliates**. As stated in the preamble to this Agreement, Agency is entering into this Agreement individually and on behalf of its Affiliates, and references to "Agency" in this Agreement will include Agency and any future owned subsidiary or brand of Agency which is engaged in providing a travel agency website, mobile app, or other online booking channel or otherwise searching, selling, and ticketing Fare Content and Optional Services, individually, collectively, and interchangeably, as the context requires. In addition, to the extent the transactions, activities, or definitions contemplated by this Agreement require the cooperation or participation of any other Affiliate of Agency in order to effect the intent of this Agreement, Agency will cause such Affiliate to so cooperate or participate and will be responsible and liable to American for such Affiliate's compliance with the terms of this Agreement. To the extent the transactions, activities, or definitions contemplated by this Agreement require the cooperation or participation of any Affiliate of American, American will cause such Affiliate to so cooperate or participate and will be responsible and liable to Agency for such Affiliate's compliance with the terms of this Agreement. The participation of an Affiliate of Agency in the transactions or activities contemplated by this Agreement and any of its rights hereunder will automatically terminate if at any time it is no longer an Affiliate of Agency.

[The next page is the signature page]

AMERICAN AIRLINES, INC.   **AGENCY**

By:_____

Name: Cory Garner
VP, Sales & Distribution Strategy

Address: 4255 Amon Carter Blvd. MD 4417
Fort Worth, Texas 76155
Phone: 817-931-2612
Fax Number: 817- 931-5709
e-mail: Cory.Garner@aa.com

By:_____
49546C67F0EE423...

Name: Shaun Cho

Title: President

Address: 1329 W. Cheltenham Ave
 Elkins Park, PA 19027

Phone: 215-935-2500

Fax Number: 215-935-2503

e-mail: shaun@ihanatour.com