

CORPORATE TRAVEL AGREEMENT

These are the terms and conditions for the provision of discounted airfares to the customer listed below (“**Customer**” or “**you**”) by the Carriers (as defined in Attachment 2 and listed in Attachment 1), either individually or jointly (as defined in Attachment 2), who have signed a Carrier Addendum (as defined in Section 1 of Terms and Conditions) with Customer. You must not disclose a Carrier Addendum to any other Carrier except as permitted under Section 10 of Terms and Conditions. No travel is provided by a Carrier pursuant to this Agreement.

Customer: University of Virginia

1. Contracted Fares; Assignment. You will have a Carrier Addendum for each Carrier or Immunised Joint Business (each a “**Carrier Addendum**”) that sets forth the contracted fares agreed to between you and the Carrier or Immunised Joint Business (the “**Contracted Fares**”). By signing a Carrier Addendum, you and the applicable Carrier (or Carriers in the case of an Immunised Joint Business) agree that these terms and conditions are incorporated by this reference together with the Carrier Addendum to form the corporate travel agreement between you and Carrier(s) (each, an “**Agreement**”). If there is any inconsistency between the terms of a Carrier Addendum and these terms and conditions, the Carrier Addendum prevails. You and your Affiliates (as defined in Attachment 2) may purchase Contracted Fares only for Eligible Travellers (as defined in Attachment 2) in accordance with the terms of each Agreement. You must ensure your Affiliates comply with each Agreement. No party can assign any Agreement without the consent of the other party(ies), which consent will not be unreasonably withheld.

2. Performance and Corporate Structure. If you fail to attain a performance goal specified in a Carrier Addendum, the relevant Carrier (or Carriers in the case of an Immunised Joint Business) may withdraw any affected Contracted Fares without liability to you. The Contracted Fares and any performance goals are based on your current corporate structure, including the identity of your Affiliates. If your structure changes in a material way (e.g., you merge with or are purchased by another company or you acquire or sell an Affiliate) you agree to promptly notify all of the Carriers of such change in writing and that a Carrier (or Carriers in the case of an Immunised Joint Business) may require you to meet and negotiate in good faith any modifications which would be required to maintain the original contractual intent of the parties. Should your travel requirements change in any other way, upon request each Carrier will be happy to review the preferential pricing and routes you have been offered.

3. Term. Subject to Section 4, these terms and conditions will be valid for a period of six years commencing on the date first set forth above. The pricing with respect to a Carrier is as specified in a Carrier’s or Immunised Joint Business’s corresponding Carrier Addendum. Each Carrier Addendum sets out the date range for each type of Contracted Fare that may be used by Eligible Travellers, although the Contracted Fares cannot be used until the corresponding Carrier receives a countersigned copy of the Carrier Addendum and such Contracted Fares are accepted and implemented by the Carrier. Notwithstanding the above, each Agreement expires as to each individual Carrier (or Carriers in the case of an Immunised Joint Business) on the last date on which the Contracted Fare may be applied as specified in the applicable Carrier Addendum.

4. Termination. Either you or a Carrier may terminate the Agreement as to that Carrier (or Immunised Joint Business):

- (a) for any reason, with or without cause, by giving at least 30 days’ prior notice to the other party;
- (b) immediately by giving notice in the event of a breach of confidentiality by the other party; or
- (c) immediately by giving notice in the event of any other breach of the Agreement by the other party that remains uncured for seven days after receipt by that party of notice describing the breach.

If a Carrier terminates its Agreement under Section 4(b) or 4(c), each other Carrier may terminate its Agreement with you by giving at least 10 days’ prior notice. No travel on Contracted Fares is allowed after termination or expiry of the applicable Agreement, except for travel that was properly ticketed prior to your receipt of notice of termination.

5. Agencies. All travel using the Contracted Fares must be booked and ticketed through the travel agency(ies) (“**Agencies**”) designated by you. An Agency must hold a valid appointment by each Carrier through ARC or IATA to qualify as an Agency under the applicable Agreement. The Agency is required to notify each Carrier of its distribution or security information (owning IATA, office identifiers/ pseudo city codes, etc.) in the format advised by each

applicable Carrier. You must ensure your Agencies comply with the terms of each Agreement. You will give each Carrier prior notice of any change of Agency. Such change will be processed by each Carrier as an amendment as soon as reasonably possible.

6. Use of Contracted Fares. Contracted Fares may be applied only at the time of ticketing, only to an eligible fare type as specified in the applicable Carrier Addendum, and only if the procedures and requirements in the Agreement with the Carrier are complied with in full. You or your Affiliate will not receive any payment or reimbursement for discounts not applied at the time of ticketing. Each Carrier's standard fares, rules and restrictions apply to the Contracted Fares. Unless otherwise agreed in writing with the Carrier, Contracted Fares cannot be combined with any other discount, incentive or promotional program, except as specified under a frequent flyer program. Each Carrier, either individually or together as part of an Immunised Joint Business, retains the right to change any aspect of its business (including flights, schedules, routes, fares, fare structures, product offerings, operations and seat availability).

7. Unauthorised Use or Misuse. You will notify each of the Carriers immediately of any unauthorised, speculative, fraudulent or abusive booking or ticketing or use of the Contracted Fares. In the event of such activity, without limiting any other available remedies, the affected Carrier, either individually or as part of an Immunised Joint Business, may issue to you or your Agency a debit memo for the difference between the fare paid and the full published standard fare for the affected ticket, and you shall promptly pay that amount to affected Carrier.

8. Reports. When any Carrier, either individually or as part of an Immunised Joint Business, provides you with a data release authorization you will, within 30 days after the end of each month, provide and cause your Agencies to provide data described in the authorization ("**Reporting Data**") on a confidential basis to the third-party data aggregator at no cost to any Carrier. The Reporting Data must include all information necessary to support the tracking and validation of any performance measurements for each Carrier or Immunised Joint Business, including all information regarding your Affiliates who benefit from each Agreement. Notwithstanding the foregoing, you will not, and will procure your Agencies do not, disclose any personal data (as defined by applicable data protection and privacy laws) as part of the Reporting Data. Contract performance reporting will be provided by each Carrier to Customer.

9. Privacy and Data Protection. Because each Carrier has a direct relationship with its passengers, information regarding Eligible Travellers provided during booking, ticketing or travel (e.g., booking records) or information provided by separate agreement (such as frequent flyer information) is governed by the Carrier's data privacy policy and direct contractual relationship with such customer, and is not governed by the Agreement with each Carrier. Each party acknowledges that it is acting as an independent data controller (as defined by applicable data protection and privacy laws) of any personal data it processes to give effect to this Agreement. Such information will be collected and maintained in compliance with applicable law.

10. Confidentiality. These terms and conditions, any current or historical data, the Contracted Fares, the Carrier Addenda, fares, pricing data, and other proprietary information exchanged during any past, present or future request for proposal (RFP) or contract renewal process, or other information we exchange with each other in a corporate travel arrangement ("**Confidential Information**") shall be kept confidential by Customer and the Carriers.

The Carriers recognise that you may engage a travel consultant, travel management company, travel agency or some other form of travel advisor (each a "**Travel Company**") in connection with procuring corporate travel arrangements. You may not share Confidential Information with any Travel Company or any other third party except as expressly permitted under this Section 10.

- (a) Each of Customer and the Carriers may share Confidential Information with:
 - (i) those who need to know such information to implement these corporate travel arrangements and who are bound by corresponding confidentiality obligations; and
 - (ii) Travel Companies that you engage for travel consultant or travel agency services; provided that in each case the Travel Company (A) needs to know such information for the purpose of procuring such corporate travel arrangements from the Carriers, and (B) the Travel Company is

Confidential

bound by corresponding confidentiality obligations that are at least as restrictive as those contained herein.

(b) In addition, the Carriers may share Confidential Information with Immunised Joint Business Partners, Carrier Affiliates and third-party data aggregators authorised pursuant to Section 8 for purpose of assessing your past travel or current or future travel needs who are bound by corresponding confidentiality obligations;

in each case (a) and (b) to the extent not prohibited by applicable law.

This confidentiality obligation will not apply to information that: (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like, through no wrongful act, fault or negligence on the part of the receiving party; (ii) was already in possession of the receiving party, as evidenced by the receiving party's written records, prior to the time of disclosure hereunder; (iii) is received by the receiving party from a third party without restriction and without breach of such third party's obligations of confidentiality; or (iv) is independently developed by the receiving party as evidenced by its written records. Customer, Carrier or Immunised Joint Business Partner may also disclose the Confidential Information of a party to the extent required by applicable law or a governmental authority, after, where legally permissible, notifying the other party. You must not disclose the Confidential Information and in particular the pricing or fares of a Carrier to another Carrier that is not a Carrier Affiliate or Immunised Joint Business Partner of that Carrier, without the prior written consent of the relevant Carrier.

This confidentiality obligation will survive the termination or expiration of each Agreement for a period of three years, unless otherwise specified in a Carrier Addendum.

11. Liability and Contract of Carriage. Except for a party's confidentiality obligations, no party shall be liable to the other for any loss of profit or other economic loss, direct or indirect, or any indirect or consequential, punitive or exemplary losses or damages that arise out of or in connection with each Agreement. Each Carrier is severally, and not jointly, liable for any of its obligations and liabilities arising under the applicable Agreement. Consistent with the Montreal Convention on liability of air carriers for personal or property damage, the ticket that each Carrier issues to an Eligible Traveller creates a contract of carriage directly between the relevant Carrier and the individual under the conditions of carriage, tariffs and general rules of such Carrier or other travel providers involved in the journey.

12. Corporate Responsibility. The Carriers share your desire to work with ethical companies. As such each Carrier has a code of corporate responsibility posted on its website. You can find a link to each Carrier's code in Attachment 1.

13. Notices. All notices must be given in writing to the addresses in Attachment 1. A notice is deemed to be received five (5) days after the date of mailing. Notices contained in a .pdf document on company letterhead may also be provided by a party and delivered via e-mail to the e-mail addresses that such Carrier and Customer provide for such purpose. For deemed receipt, the sender should request that the recipient acknowledges having read the email. An automatic confirmation of receipt notification does not constitute acknowledgement of an email for the purposes of this clause.

14. Governing Law. Each Agreement will be governed by the laws of the State of Texas without regard to choice of law principles, and each party submits to the jurisdiction of the [federal and state courts of that State.

15. Entire Agreement. Each Agreement constitutes the entire agreement between you and each applicable Carrier with respect to the specific subject matter set forth herein and supersedes and replaces any oral understandings or prior agreements. Each Agreement may be executed by the parties via the electronic signature process, and upon such execution will be valid and binding on the parties.

16. Force Majeure. No party will be in breach of any Agreement if there is a total or partial failure of performance of its duties and obligations occasioned by any act of God, fire, act of government or state, war, insurrection, embargo, terrorist act, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the reasonable control of a party.

17. General Conditions. A failure of a party to enforce a provision of any Agreement will neither constitute a waiver of such provision nor prejudice the right of such party to enforce such provision at any subsequent time. A person who is not a party to an Agreement (including, without limitation, any employee, officer, agent, representative or sub-contractor of either party) will not have the right, whether at common law or under any statutory claim of such right, including but not limited to any statutes that grant or regulate the rights of third parties to agreements, to enforce any terms or conditions of the Agreement. No alterations to the terms and conditions of any Agreement will be effective unless contained in a written document agreed to by the authorised representative of each party.

Corporate Travel Agreement

ATTACHMENT 1 TO TERMS AND CONDITIONS

LIST OF CARRIERS AND IMMUNIZED JOINT BUSINESSES WITH ADDRESSES FOR NOTICES

CARRIERS:

CUSTOMER:

<p>American Airlines 1 Skyview Drive, MD 8B600 Fort Worth, TX 76155 USA Attention: Corporate Programs Manager Corporate Responsibility</p>	<p>University of Virginia 1001 Emmet St. N Ashburn, VA 22903 Charlottesville</p>
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Corporate T Corporate Travel Agreement
ATTACHMENT 2 TO TERMS AND CONDITIONS

DEFINITIONS

AFFILIATES

An “**Affiliate**” means any other entity directly or indirectly controlling or controlled by, or under common control with Customer (“**Customer Affiliate**”) or a Carrier (“**Carrier Affiliate**”) as relevant. For purposes of this definition, “control” (including “controlled by” and “under common control with”) means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity whether through the ownership of voting securities, by contract or otherwise.

CARRIER

“**Carrier**” means an airline listed in Attachment 1 (List of Carriers, Immunized Joint Businesses and Addresses for Notices) as at the execution date or as amended or updated from time to time.

ELIGIBLE TRAVELLERS

Only the following passengers are “**Eligible Travellers**”: All employees of, recruits, contractors, guests or other travellers of Customer or Customer Affiliates who are traveling on company business and whose air travel is paid or reimbursed by Customer or such Customer Affiliates.

IMMUNIZED JOINT BUSINESS

“**Immunized Joint Business**” means a joint business entered into by a Carrier and one or more other airlines pursuant to which they coordinate and jointly provide air transport services relative to a particular part of their networks and in respect of which immunity from applicable competition and antitrust laws has been granted by a relevant regulator and/or the participating airlines have carried out a positive self-assessment of the joint business finding it to be compatible with applicable competition and antitrust laws. The Immunized Joint Businesses existing as of the date of this Agreement are listed in Attachment 1.

IMMUNIZED JOINT BUSINESS PARTNER

“**Immunized Joint Business Partner**” means any airline (including as relevant, though not limited to, the Carriers) which now or in the future is party to an Immunized Joint Business.

ATTACHMENT 3
CONTRACTED FARES
AA CARRIER ADDENDUM

CUSTOMER: University of Virginia

CARRIER: AMERICAN AIRLINES, INC. AND ITS AFFILIATES

CONTRACT DETAILS:

American Airlines Tour Code: IN13588US

Cart#AN#: C549448A24XIUV

Corporate Offerings OSI/SSR CLID

Contract/Travel Dates: 13-Apr-2021 through 30-Apr-2024: **one year travel period**

AGREEMENT

This Carrier Addendum forms part of an Agreement between the Customer and the Carrier which incorporates the Corporate Travel Agreement Terms and Conditions provided to the Customer. By signing this Carrier Addendum, the Customer and Carrier agree that this Carrier Addendum combined with the Corporate Travel Agreement Terms and Conditions form the agreement between you and the individual Carrier (the "Agreement"). The Agreement constitutes the entire agreement between Customer and Carrier, including its affiliates, with respect to the specific subject matter set forth herein and supersedes and replaces any oral understandings or prior agreements.

The Customer must not disclose the content of this Carrier Addendum to any other Carrier.

This addendum will be valid and binding once pricing is implemented and signed by all parties.

Contracted Fares and any Performance Goals are attached.

EXECUTED as an Agreement

SIGNED for **AMERICAN AIRLINES, INC.** by a duly authorized officer

David Capossela

David Capossela
Account Manager - Sales

Date: 6/1/2021

SIGNED for **American Airlines HDQ** by a duly authorized person

John Zamarripa

Signature
Corporate Programs and Strategy

6/1/2021
Date

Attached files:

- Exhibit A – Financial Terms
- Agency Ticketing Instructions
- Notice to Agency of Record
- General Ticketing Instructions
- Geographic Region Definitions

The Rector and Visitors of the
SIGNED for **University of Virginia** by a duly authorized officer

DocuSigned by:

Jennifer (J.J.) Wagner Davis

C3DA4DEEBD694B0
Jennifer (J.J.) Wagner Davis

Executive Vice President and Chief Operating Officer

Date: 5/28/2021

Tracking #: UVA-VSA-595

Notice to Agency of Record

You have been designated as an Agent to book travel and issue tickets on those Carriers indicated in Attachment 1 for Customer, using the Contracted Fares, in accordance with the corporate travel agreement attached to this Notice ("Corporate Travel Agreement"). In addition to the terms of your ARC or IATA agency agreement with the Carrier, your role as Agent requires that you:

- (a) comply with each Carrier's ticketing instructions, tariffs, fare rules and Conditions of Carriage;
- (b) report travel data where required by the Carrier to certain data aggregators designated by the Carrier;
- (c) immediately report any fraudulent or unauthorized use of a Contracted Fare;
- (d) comply with the confidentiality obligations and other requirements set out in the terms and conditions; and
- (e) ensure each of your Agency locations complies with this Notice.

If you issue a ticket in violation of this Notice, in addition or as an alternative to any remedies a Carrier may have against you or Customer, the Carrier may issue a debit memo to you for any deficiency or any loss incurred and may immediately terminate your Agency or the agency location involved.

The term of your Agency is determined by Customer and the Corporate Travel Agreement. Each Carrier retains the right to terminate your appointment as Agent under the Corporate Travel Agreement with immediate effect upon termination of your Agency appointment.

You will grant, at no charge to the Carriers or Customer, preferred Carrier status to each of those Carriers for which you have been appointed by Customer to book travel and issue tickets pursuant to the Corporate Travel Agreement. Unless you already have, or otherwise enter into, a broader preferred status arrangement with a Carrier, preferred status granted to such Carrier pursuant to this paragraph shall only be required for purposes of the administration of Customer's Contracted Fares and the Corporate Travel Agreement.

If there is any inconsistency between the provisions of this Notice and any other agreement you have with a Carrier, this Notice prevails in respect of Customer's Contracted Fares.

YOUR FIRST INSTANCE OF BOOKING USING THE CONTRACTED FARES WILL CONSTITUTE YOUR AGREEMENT WITH EACH CARRIER REFERENCED IN THE CORPORATE TRAVEL AGREEMENT TO BE BOUND BY THE TERMS OF THIS NOTICE.

Additional Ticketing Instructions:

Agency agrees to ensure that the Tour Code appears on all of Customer's tickets issued on AA ticket stock (001), whether or not a discount applies to the class of fare or type of fare ticketed. Ticket designator must appear on each ticket where an upfront discount or guaranteed fare is used. All tickets should be issued using ATPCO private fares and/or fares filed in ATPCO Category 25. Split ticketing is not allowed. Tickets must be issued as a percentage off published fares as listed on the Ticketing Instructions; no other industry fares are eligible for the discount. The percentage off must be applied in full at the time of ticketing and Customer will not receive any payment or reimbursement for discounts not applied at time of ticketing.

You are responsible for thoroughly testing the pricing, verifying the tour code and ticket designator provided in the ticketing instructions. If any discrepancies are found, you must notify American Airlines within 1 week of contract implementation otherwise your agency assumes responsibility for all errors and/or omissions. Negotiated/discounted fares do not apply to codeshare flights, except when specified on Exhibit A – Financial Terms, and will result in debit memo.

Private fare/Cat 25 format(s)

Sabre - W#lcorpid or W#AC*corpid

Apollo - \$B-accountcode

Galileo - FQ-accountcode

Worldspan - 4PFSR#@@accountcode

Amadeus - /R,Uaccountcode

Travelsky - FSI/AA///#C*account code

Travelsky - FSI.AA.P///#C*account code

Contact your host GDS for additional pricing/ticketing formats

If your GDS does not auto-populate the tour code information through Cat 25, please contact your GDS help desk for tour code format(s).

It is the responsibility of the Agency of Record to thoroughly test to ensure pricing, CART number, tour code and ticket designator are correct per the ticketing instructions. If any discrepancies are found, American Airlines must be notified within 1 week of contract implementation otherwise the agency assumes responsibility for all errors and/or omissions.

If discrepancies are found, please complete the online pricing discrepancy form found in the link below -

[Pricing Discrepancy Form](#)

American Airlines
General Ticketing Instructions

Marketing Carrier: Airline whose flight designator code appears on the ticket coupon for a specific flight.

Operating Carrier: Airline having operational control of the aircraft used for a specific flight - As shown on Exhibit A – Financial Terms

Validating Carrier: Airline whose ticket validation code is used for ticket issuance.

Net Prime Combinability: when enabled, tickets with 001 (AA), 105 (AY), 027 (AS), 125 (BA), 075 (IB) or 131 (JL) are permitted

Fare Basis: A code used to identify a particular type of fare and associated rules.

Service Class: A code used to identify airline seat inventory available for booking of a particular type of fare.

Additional Ticketing Instructions: See incentive program for commission information

All fares and discounts are subject to review after 1 year and, if the contract period exceeds 2 years, annually after that. This may result in a modification when necessary from any Point of Sale, all of which will be discussed between AA (and where appropriate, including its alliance partners) and the Company

Market(s) with carve out terms are excluded from discounts in the overall entity

Discounts may not be taken on any fare(s) that are filed by American in any category as non-discountable

Guaranteed Fare (GF) Term - Domestic and International GF's include base fare only; they do not include any other taxes, fees or surcharges. Cancel/reissue fees do not apply. Saturday night stay is not required. One Way fares may be combined for Round Trip travel

Point of Origin denotes the country of sale as a rule, but the operational needs of the Customer will determine the Point of Sale, which will be in accordance with the discussions between the Carrier and Customer. Ticketing practices will be monitored in line with Section 5 of the Agreement.

International discounts (if applicable) -

- Valid on AA opt/mktd or AS opt/mktd or AA* opt by AS feeder within Domestic connecting to international flights
- AJB terms – may connect to/from any **oneworld** carrier via the European gateway or may connect to/from German Rail (9B* operated by 2A) to/from the German gateway
- PJB terms - may connect to/from any **oneworld** carrier or AA* operated by GK via the Asian gateway
- PJB terms – if additional waivers are applicable they will be shown in the Special Conditions field for the term shown on Exhibit A - Financial Terms/Agencies Ticketing Instructions
- Latin America terms - may connect to/from any **oneworld** carrier or AA*/G3 or G3/G3 via the Latin America gateway

AJB Europe POO (excluding UK and Spain) Premium fares with an Advance Purchase of less than or equal to 14 days (exit DE/CH/AT/BE waivers are in place for fares with a 28 day AP or less)(American Airlines reserves the right to amend or cancel without liability to you)

- The minimum stay requirement is waived
- The advance purchase requirement is waived
- The following ticketing time limit information will apply:

For Reservations Made	Ticketing Requirement
4+ days prior to departure	Required 28 days after reservation, or at least 3 days prior to departure, whichever comes first
0-3 days prior to departure	Required 24 hours after reservation

Interline/Codeshare Ticketing Instructions/Program Overview

(if applicable and American Airlines reserves the right to amend or cancel any interline term without liability to you)

Program	Relationship	Program Overview
North Atlantic Interline to Europe JB Markets	Flights beyond European Gateway opt by EI, GF, LX, EY, to Europe JB markets	AA operated/ marketed transatlantic flights connecting to AA* operated by non- oneworld partners /or/ non- oneworld opt and mkt flights
North Atlantic Interline to Europe Other	Flights beyond European Gateway opt by oneworld carriers (except QF, CX, LA) and EI, GF, LX, EY, to Europe Other, Middle East, Africa, Asia	AA operated transatlantic flights connecting to AA* operated by oneworld partners or non- oneworld partners /or/ oneworld or non- oneworld opt and mkt flights
Asia Interline to Asia JB Markets	Flights beyond Japan/Asia Gateway opt by KE, HU, CA, GK to Asia JB	AA operated transpacific flights connecting to KE, HU, CA, GK opt flights to destinations in Asia JB
Asia Interline to Asia Other	Flights beyond Japan/Asia Gateway opt by oneworld and KE, HU, CA, GK to Asia Other	AA operated transpacific flights connecting to oneworld , KE, HU, CA, GK opt flights to Asia JB or Asia Other
China Southern Interline	Flights beyond Asia Gateway opt by CZ/CZ or MF/MF within China	AA opt and mkt transpacific flights to Asian gateway connecting to AA*/CZ or CZ/CZ or MF/MF within China

Program	Relationship	Program Overview
North Atlantic Interline to Europe JB Markets	Flights beyond European Gateway opt by EI, GF, LX, EY, to Europe JB markets	AA operated/marketted transatlantic flights connecting to AA* operated by non- oneworld partners /or/ non- oneworld opt and mkt flights
North Atlantic Interline to Europe Other	Flights beyond European Gateway opt by oneworld carriers (except QF, CX, LA) and EI, GF, LX, EY, to Europe Other, Middle East, Africa, Asia	AA operated transatlantic flights connecting to AA* operated by oneworld partners or non- oneworld partners /or/ oneworld or non- oneworld opt and mkt flights
Asia Interline to Asia JB Markets	Flights beyond Japan/Asia Gateway opt by KE, HU, CA, GK to Asia JB	AA operated transpacific flights connecting to KE, HU, CA, GK opt flights to destinations in Asia JB
Asia Interline to Asia Other	Flights beyond Japan/Asia Gateway opt by oneworld and KE, HU, CA, GK to Asia Other	AA operated transpacific flights connecting to oneworld , KE, HU, CA, GK opt flights to Asia JB or Asia Other
China Southern Interline	Flights beyond Asia Gateway opt by CZ/CZ or MF/MF within China	AA opt and mkt transpacific flights to Asian gateway connecting to AA*/CZ or CZ/CZ or MF/MF within China

TICKET TAXES, FEES AND SURCHARGES

1. All Contracted Fares are exclusive of any applicable tax and/or surcharge unless expressly stated otherwise. Where the Contracted Fare is specified as a percentage discount, this discount may not be applied to any applicable tax or surcharge.
2. Any retrospective, backend rebates or discounts provided under this Agreement are calculated with reference to amounts payable exclusive of all applicable taxes and surcharges.
3. If the Contracted Fares are expressly stated to be inclusive of any applicable tax or surcharge, then, if any applicable law increases or decreases the rate of that tax or surcharge, then the price (inclusive of that tax or surcharge) shall be increased or decreased in proportion to that increase or decrease in the rate of tax or surcharge.

****** Geographics ******

The geographic regions or entities referred to below shall comprise the indicated countries or regions, subject to change by American from time to time as service locations change.

North America**DOMESTIC**

50 U.S. States (US), Canada (CA), Puerto Rico (PR), U.S. Virgin Islands (VI)

MCLA – Mexico, Caribbean and Latin America**MEXICO**

Mexico (MX)

CARIBBEAN

Anguilla (AI), Antigua (includes Barbuda) (AG), Aruba (AW), Bahamas (BS), Barbados (BB), Bermuda (BM), British Virgin Islands (VG), Cayman Islands (KY), Cuba (CU), Dominica (DM), Dominican Republic (DO), Grenada (includes Carriacou) (GD), Guadeloupe (includes St. Barthelemy and St. Martin) (GP), Haiti (HT), Jamaica (JM), Martinique (MQ), Montserrat (MS), Netherlands Antilles (includes Bonaire, Curacao, Saba, St. Eustatius, St. Martin) (AN), Nevis (includes St. Kitts) (KN), St. Lucia (LC), St. Vincent (includes Canouan Island, Mustique, Palm Island, and Union Island) (VC), Trinidad and Tobago (TT), Turks and Caicos Islands (TC)

CENTRAL AMERICA*

Belize (BZ), Costa Rica (CR), El Salvador (SV), Guatemala (GT), Honduras (HN), Nicaragua (NI), Panama (PA)

SOUTH AMERICA*

Argentina (AR), Bolivia (BO), Brazil (BR), Chile (CL), Colombia (CO), Ecuador (EC), French Guyana (GF)**, Guyana (GY)**, Paraguay (PY), Peru (PE), Suriname (SR)**, Uruguay (UY), Venezuela (VE)

***Latin consists of Central and South America**

****Separate term may apply**

EMEA - Europe, Middle East, and Africa**EUROPE JB***

Austria (AT), Belgium (BE), Bulgaria (BG), Croatia (HR), Cyprus (CY), Czech Republic (CZ), Denmark (DK), Estonia (EE), Finland (FI), France (FR), Germany (DE), Gibraltar (GI), Greece (GR), Hungary (HU), Ireland (IE), Italy (IT), Latvia (LV), Lithuania (LT), Luxembourg (LU), Malta (MT), Netherlands (NL), Norway (NO), Poland (PL), Portugal (includes Azores and Madeira) (PT), Romania (RO), Slovakia (SK), Slovenia (SI), Spain (includes Canary Islands) (ES), Sweden (SE), Switzerland (CH), United Kingdom (GB)

EUROPE OTHER*

Albania (AL), Algeria (DZ), Andorra (AD), Armenia (AM), Azerbaijan (AZ), Belarus (BY), Bosnia Herzegovina (BA), Georgia (GE), Iceland (IS), Macedonia (MK), Moldova (MD), Monaco (MC), Montenegro (ME), Morocco (MA), Russia Federation (RU), Serbia (RS), Tunisia (TN), Turkey (TR), Ukraine (UA)

MIDDLE EAST

Bahrain (BH), Egypt (EG), Iran (IR), Iraq (IQ), Israel (IL), Jordan (JO), Kuwait (KW), Lebanon (LB), Oman (OM), Palestine (PS), Qatar (QA), Republic of Yemen (YE), Saudi Arabia (SA), South Sudan (SS), Sudan (SD), Syria (SY), United Arab Emirates (includes: Abu Dhabi, Ajman, Dubai, Al Fujayrah, Ra's Al Khaymah, Sharjah, Umm Al Qaywayn) (AE)

AFRICA

Angola (AO), Benin (BJ), Botswana (BW), Burkina Faso (BF), Burundi (BI), Cameroon (CM), Cape Verde (CV), Central African Republic (CF), Chad (TD), Comoros (KM), Congo (CG), Cote d'Ivoire (Ivory Coast) (CI), Democratic Republic of Congo (CD), Djibouti (DJ), Equatorial Guinea (GQ), Eritrea (ER), Ethiopia (ET), Gabon (GA), Gambia (GM), Ghana (GH), Guinea (GN), Guinea Bissau (GW), Kenya (KE), Lesotho (LS), Liberia (LR), Libya (LY), Madagascar (MG), Malawi (MW), Mali (ML), Mauritania (MR), Mauritius (MU), Mayotte (YT), Mozambique (MZ), Namibia (NA), Niger (NE), Nigeria (NG), Reunion (RE), Rwanda (RW), Sao Tome and Principe (ST), Senegal (SN), Seychelles (SC), Sierra Leone (SL), Somalia (SO), South Africa (includes: Johannesburg and Capetown) (ZA), Swaziland (SZ), Tanzania (TZ), Togo (TG), Uganda (UG), Western Sahara (EH), Zambia (ZM), Zimbabwe (ZW)

***Europe consists of Europe JB and Europe Other**

Asia Pacific**ASIA JB***

China (CN), Guam (GU)**, Hong Kong (HK), Indonesia (ID), Japan (JP), Malaysia (MY), Philippines (PH), Singapore (SG), South Korea (KR), Taiwan (TW), Thailand (TH), Vietnam (VN)

ASIA OTHER*

Afghanistan (AF), Bangladesh (BD), Bhutan (BT), Brunei (BN), India (IN), Kampuchea (formerly Cambodia) (KH), Kazakhstan (KZ), Kyrgyzstan (KG), Laos (LA), Macao/Macau (MO), Maldives (MV), Micronesia (includes Caroline Island and Marshall Islands) (FM), Mongolia (MN), Myanmar (MM), Nepal (NP), North Korea (KP), Pakistan (PK), Sri Lanka (LK), Tajikistan (TJ), Timor-Leste (TL), Turkmenistan (TM), Uzbekistan (UZ)

PACIFIC

Australia (includes Cocos (Keeling) Island) (AU), Christmas Island (CX), Cook Islands (CK), Fiji Islands (FJ), French Polynesia (PF), Kiribati (KI), Nauru (NR), New Caledonia (includes Loyalty Islands) (NC), New Zealand (NZ), Niue (NU), Norfolk Islands (NF), Palau Islands (PW), Papua New Guinea (PG), Samoa (WS), Solomon Islands (SB), Tonga (TO), Tuvalu (TV), U.S. Pacific Islands (includes American Samoa, Northern Mariana Islands) (PC), Vanuatu (VU), Wallis And Futuna Islands (WF)

***Asia consists of Asia JB, Asia Other**

**** Must be via an AA marketed and operated trans-Pacific flight**