

**BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

Joint Application of:

American Airlines, Inc.

and

Qatar Airways Group QCSC

For blanket statements of authorization under 14 C.F.R.
part 212 (reciprocal codesharing)

DOT-OST-2013-0007

Application of:

American Airlines, Inc.

For an amended exemption under 49 U.S.C. § 40109
(third-country codesharing authority)

DOT-OST-2009-0337

**Joint Application of American Airlines, Inc. and Qatar Airways Group QCSC
for Blanket Statements of Authorization and an Amended Exemption**

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March 9, 2020

NOTICE: The applicants request expedited approval of this application. They will poll the U.S. carrier representatives served with this application and notify the Department promptly of the results.

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**Joint Application of American Airlines, Inc. and Qatar Airways Group QCSC
for Blanket Statements of Authorization and an Amended Exemption**

American Airlines, Inc. (and its affiliates, Envoy Air, Inc., PSA Airlines, Inc. and Piedmont Airlines, Inc.) (“American”) and Qatar Airways Group QCSC¹ (“Qatar Airways”), (together, the “Joint Applicants”) hereby apply for the authorities listed below in order to permit the carriers to implement reciprocal, blanket codeshare services. The Joint Applicants urge the Department to act as expeditiously as possible so that they may begin offering beneficial new online services between the United States and Qatar, via intermediate points, and points beyond. Specifically, the Joint Applicants request:

¹ By letter dated May 8, 2019, Qatar Airways notified the Department that it had changed its name to Qatar Airways Group QCSC. By letter dated May 22, 2019, the Department acknowledged and registered the name change under Part 215 of the DOT Rules.

- a) a blanket statement of authorization to American, pursuant to 14 C.F.R. Part 212, to the extent necessary to authorize American to display Qatar Airways' "QR*" designator code on flights operated by American from points behind the United States via the United States and intermediate points to a point or points in Qatar and beyond;
- b) a blanket statement of authorization to Qatar Airways, pursuant to 14 C.F.R. Part 212, to the extent necessary to authorize Qatar Airways to display American's "AA*" designator code on flights operated by Qatar Airways from points behind Qatar via Qatar and intermediate points to a point or points in the United States and beyond; and
- c) an amendment to American's third-country codesharing exemption under 49 U.S.C. § 40109, which the Department of Transportation ("Department") granted to American in Docket DOT-OST-2009-0337, to the extent necessary, to add Qatar Airways to the list of foreign air carriers with which American has codeshare authorization and to permit American to display the "AA*" designator code on flights operated by Qatar Airways.

The requested statements of authorization and amended exemption authority would reinstitute the statements of authorization and exemption amendment that the Department previously granted American and Qatar Airways in 2013 for similar codesharing between American and Qatar Airways under their 2012 codesharing agreement.² Those statements of authorization were terminated in 2018 when American gave notice of the termination of the codesharing agreement.³

² Notice of Action Taken dated Feb. 20, 2013 in Docket DOT-OST-2013-0007.

³ Letter from Howard Kass, Vice President, American Airlines, to Robert Finamore, Division Chief, U.S. Dep't of Transp. (Dec. 22, 2017).

The Joint Applicants intend to immediately market and engage in advance sales of these new codeshare services. Given the Department's previous findings that these services are consistent with the public interest and consistent practice of approving this and similar arrangements, the Joint Applicants respectfully request expedited treatment of this application and a waiver of the Department's 45-day advance filing requirement for statements of authorization. The Joint Applicants will poll the carrier representatives served with this application and advise the Department of the results.

Also, pursuant to the Department's Notice *In the Matter of Blanket Notification of Code-Share Service to Open-Skies Partners and Points*, served February 9, 2009, the Joint Applicants hereby provide notice of their intent for Qatar Airways to display American's "AA*" designator code and American to display Qatar Airways' "QR*" designator code on flights serving the open-skies points as described in this application and as set forth in the Joint Applicants' codeshare agreement. This application also serves as notice of codeshare service to the non-open-skies points set forth in the Joint Applicants' codeshare agreement. The Joint Applicants will notify the Department at least 30 days before commencing any codeshare services to/from any additional non-open-skies points.⁴

In support of this application, the Joint Applicants state as follows:

1. The Joint Applicants have entered into a reciprocal codeshare agreement under which, among other things, the Joint Applicants agreed to mutually designate certain flights on which American will display Qatar Airways' "QR*" designator code and Qatar Airways will

⁴ American will not permit its "AA*" designator code to be carried on any flight that enters, departs or transits the airspace for which the Federal Aviation Administration has issued a flight prohibition.

display American's "AA*" designator code. The flights will be between the United States and Qatar, via intermediate points, and points beyond, thus extending the range of American's and Qatar Airways' services to the mutual benefit of the traveling and shipping public and the Joint Applicants. A copy of the agreement, with sensitive commercial terms redacted, is attached as Exhibit 1. A list of the initial codeshare routes appears at Annex B to the codeshare agreement.

2. To implement their codeshare arrangement, American requests a blanket statement of authorization to the extent necessary to permit it to display Qatar Airways' "QR*" designator code on flights operated by American from points behind the United States via the United States and intermediate points to a point or points in Qatar and beyond.

3. Qatar Airways requests a blanket statement of authorization to the extent necessary to permit it to display American's "AA*" designator code on flights operated by Qatar Airways from points behind Qatar via Qatar and intermediate points to a point or points in the United States and beyond.

4. The Joint Applicants request that their respective statements of authorization granted to them remain in effect indefinitely, consistent with the Department's practice.⁵

5. American holds the necessary underlying route authority to serve all open-skies partners of the United States.⁶

⁵ See, e.g., Notice of Action Taken dated Feb. 20, 2013 in Docket DOT-OST-2013-0007 (granting American a statement of authorization to enable it to display the designator code of Qatar Airways on certain flights operated by American).

⁶ Order 2007-4-2 (granting blanket open-skies route authority).

6. American holds route authority on Route 147 to serve the following non-open skies codeshare points listed in Annex B: Hong Kong, Tunisia, and Vietnam (Hanoi).⁷

7. American further requests, to the extent necessary, an amendment to its broad exemption authority to provide scheduled foreign air transportation of persons, property and mail between the United States and points worldwide on a third-country codeshare basis pursuant to blanket codeshare authorization approved by the Department. Specifically, American seeks to add Qatar Airways to footnote 1 of the Department's Notice of Action Taken dated February 10, 2020 in Docket DOT-OST-2009-0337, which lists foreign carriers with which American has codeshare authorizations. The relief requested is similar to amendments that the Department has already issued to American in Docket No. DOT-OST-2009-0337 from time to time, as well as amendments to blanket exemption authority held by United Air Lines in DOT-OST-2004-19148 and Delta Air Lines in DOT-OST-2005-20145.

8. American is a citizen of the United States, within the meaning of 49 U.S.C. § 40102(a)(15)(C) and fit, willing, and able to perform the proposed service contemplated by this application. It holds certificates of public convenience and necessity and exemption authority from the Department of Transportation to conduct interstate and foreign scheduled air transportation of persons, property, and mail on various routes.⁸ American requests that, pursuant

⁷ Order 2001-4-14 on April 11, 2001. American filed an application for renewal of segments 1 and 3 of Route 147 with the Department on September 30, 2005, invoking the automatic extension provision under Administrative Procedures Act, 5 U.S.C. § 558(c), as implemented by 14 C.F.R. Part 377. That application is currently pending.

⁸ *See, e.g.*, DOT Notice of Action Taken dated Oct. 7, 2014 in Docket DOT-OST-2014-0169 (Dallas/Ft. Worth-Beijing); DOT Order 2007-4-2.

to Rule 24, the Department take official notice of all data American has filed with the Department to establish its fitness.

9. American will accept and abide by all terms, limitations, and conditions that the Department normally attaches to the requested exemption authority. American requests that the exemption authority be granted, and reissued, for a term of at least two years.

10. Qatar Airways is fit, willing, and able to perform the proposed service contemplated by this application. It holds a foreign air carrier permit that authorizes it to provide: scheduled foreign air transportation of persons, property and mail from points behind Qatar, via Qatar and intermediate points, to a point or points in the United States and beyond; and foreign scheduled and charter air transportation of property and mail between any point or points in the United States and any other point or points.⁹

11. Approval of the requested codesharing authorities and exemption amendment is consistent with the provisions of the U.S.-Qatar Agreement.¹⁰ These services will represent a valuable service enhancement for passengers traveling between the United States and Qatar, and beyond.

12. To the extent third countries appearing in the list of codeshare routes at Exhibit 1, Annex B, have entered into air transport agreements with the United States, the authorities requested in this application are consistent with the aviation agreements governing air services

⁹ Order 2008-9-12. Qatar Airways also holds passenger charter authority pursuant to the Air Transport Agreement between the United States of America and the Government of Qatar (“US-Qatar Agreement”).

¹⁰ Article 8, §7 of the U.S.-Qatar Agreement provides for cooperative marketing agreements, such as code-sharing agreements with “an airline or airlines of either Party”

between the United States and those countries, respectively. For those countries in the list of codeshare routes that have not entered into air transport agreements with the United States, the authorities requested in this application are consistent with the overall state of aviation relations between the United States and such countries and supported by comity and reciprocity.¹¹

13. Approval of these applications is in the public interest. The Joint Applicants' codeshare arrangement will enable each carrier to offer convenient additional services between the United States and Qatar, and beyond. This will enhance competition as well as the U.S.-Arabian Gulf service options available to consumers. Moreover, since the requested codeshare authorization is entirely consistent with the U.S.-Qatar Agreement, there is *prima facie* evidence that approval of this application is in the public interest.

14. The Applicants attach as Exhibit 2 American's compliance statement to the Federal Aviation Administration on Qatar Airways' IATA Operational Safety Audit. Qatar is a Category 1 country.

15. The Joint Applicants agree to accept the conditions normally imposed on air carriers engaging in codesharing services to and from the United States, including 14 C.F.R. Part 257.

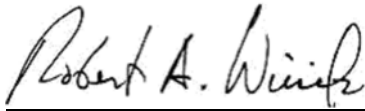
16. The codeshare services contemplated under this application will not impact American's commitments concerning the Civil Reserve Air Fleet.

17. Granting the applications will not result in a near-term net annual change in aircraft fuel consumption of 10 million gallons or more.

¹¹ See, e.g., Order 99-12-7, issued October 13, 1999 in Dockets OST-98-3692, OST-98-3955, OST-98-4010, OST-98-4032, OST-98-4046, OST-98-4076, OST-98-4348, OST-98-4635, OST-98-4793, and OST-98-4881. See also Order 96-5-9, issued March 26, 1996, in Docket 49458.

WHEREFORE, American and Qatar Airways respectfully request that the Department (1) grant the joint application for blanket statements of authorization, (2) grant American's application for an amendment to its third-country codesharing exemption authority, (3) grant the waiver request, and (4) grant such other and further relief as the Department deems appropriate.

Respectfully submitted,



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March 9, 2020



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CERTIFICATE OF SERVICE

I certify that, on March 9, 2020, I caused to be served a copy of the foregoing Application for Statements of Authorization and an Amendment to Exemption Authority by email upon those addressees listed below:

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G. Brent Connor

Exhibit 1
Codeshare Agreement

CONFIDENTIAL

CODESHARE AGREEMENT

between

AMERICAN AIRLINES, INC.

and

QATAR AIRWAYS GROUP Q.C.S.C.

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CODESHARE AGREEMENT

This CODESHARE AGREEMENT (this "**Agreement**"), dated as of March 4th, 2020, is

between **American Airlines, Inc.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 1 Skyview Drive, Fort Worth, Texas 76155 United States of America ("**American**"),

and **Qatar Airways Group Q.C.S.C.**, a Qatari closed shareholding company organised and existing under the applicable laws of the State of Qatar (commercial register N° 16070), having a principal place of business at Qatar Airways Tower, Airport Road, P.O. Box 22550, Doha, Qatar, ("**Qatar Airways**")

In consideration of the mutual covenants and promises in this Agreement, American and Qatar Airways hereby agree as follows:

1. DEFINITIONS

- 1.1 Terms with their initial letters capitalized shall have the meanings ascribed to them in Annex A of this Agreement or where they are elsewhere defined herein (including the Annexes hereto). Such ascribed meanings shall be equally applicable to both the singular and plural forms of such terms. American and Qatar Airways may each be referred to as a "**Party**" and may collectively be referred to as the "**Parties**".
- 1.2 The Parties agree that accepted industry procedures and agreements relating to the interlining of passengers and baggage, including those set forth in IATA Resolution 780 Interline Traffic Agreement – Passenger for all international carriage shall apply to the provision of air transport and the related transactions contemplated by this Agreement, except to the extent that they are inconsistent or conflict with the terms of this Agreement.

2. CODESHARE SERVICE

- 2.1 The Parties shall mutually designate certain flights on which the Parties shall place their respective Codes (each, a "**Codeshared Flight**"), which may include flights operated by their Authorized Affiliates, serving the city-pairs (each city-pair, a "**Codeshared Route**") identified in writing by the Parties from time to time without formally amending this Agreement. The initial list of Codeshared Routes on which the Parties and their Authorized Affiliates may codeshare is attached hereto as Annex B.
- 2.2 Detailed procedures for implementing this Agreement will be set forth in the Procedures Manual, which will be prepared by the Parties in conjunction with this Agreement. The Procedures Manual, including any amendments or supplements thereto agreed in writing between the Parties from time to time, shall be incorporated by reference into and made a part of this Agreement; provided, however, that the terms of this Agreement shall prevail in the event of a conflict between a provision of this Agreement and any provision of the Procedures Manual.
- 2.3 The Operating Carrier for each Codeshared Flight shall provide to the Codeshared Passengers, at a minimum, the same standard of customer service as it provides to its own passengers traveling in the same class of service, which standard shall, in any event, be

reasonably in accordance with the standards of customer service established by the Marketing Carrier for the comparable class of service on its flights. Minimum customer service standards, general passenger service procedures, and policies for the Codeshared Flights, including baggage services, are detailed in Annex C and the Procedures Manual.

- 2.4 The Parties shall use commercially reasonable efforts to coordinate their service schedules to maximize the convenience, and minimize the waiting time of passengers making connections between the Codeshared Flights and other flights operated by the Parties; provided, however, that neither Party is obligated to operate specific flights or service schedules and each Party retains the right to determine the service schedules of its own flights.
- 2.5 The Parties may add or discontinue Codeshared Flights, as may be mutually agreed, without formally amending this Agreement. In addition, (i) the Marketing Carrier may, in its sole discretion, at any time remove its Code from any or all Codeshared Flights without formally amending this Agreement, and (ii) the Operating Carrier may, in its sole discretion, at any time upon no less than [REDACTED] prior written notice require that the Marketing Carrier remove either permanently or for a period to be determined by the Operating Carrier in its sole discretion, the Marketing Carrier's Code from any or all Codeshared Flights, in each case of (i) and (ii) above without formally amending this Agreement. The Parties agreement to effect such changes shall be evidenced by both the Marketing Carrier and the Operating Carrier publishing such changes in the Airline Guides, CRSs or Reservations Systems. The Operating Carrier reserves the right to discontinue any specific route, flight number, equipment or schedule. In the event of such discontinuation, the Operating Carrier shall notify the Marketing Carrier as soon as reasonably possible and the Marketing Carrier shall cooperate in publishing the resulting changes to affected Codeshared Flights in the Airline Guides, CRSs, Reservations Systems, and other sources of airline schedule information.
- 2.6 Except as otherwise provided in the Procedures Manual, in the event of any flight cancellation or other schedule irregularity, involuntary rerouting or denied boarding by the Operating Carrier with respect to a Codeshared Flight, the Operating Carrier shall:
- (a) ensure that all passengers shall be handled in accordance with the same policies and procedures to avoid any discrimination against a Codeshared Passenger;
 - (b) at its own cost and expense (except to the extent such irregularity, involuntary rerouting or denied boarding is caused by the Marketing Carrier), accommodate and/or pay denied boarding compensation or otherwise compensate Codeshared Passengers, in the same manner as its own passengers and subject to the provisions of the Procedures Manual and Applicable Law; and
 - (c) notify the Marketing Carrier in accordance with the Procedures Manual.
- 2.7 The Conditions of Carriage of the Marketing Carrier, including its limits of liability to passengers, shall govern the transportation of Codeshared Passengers, and the Conditions of Carriage of the Operating Carrier, including its limits of liability to passengers, shall apply to those passengers traveling on the Codeshared Flights under the Code of the Operating Carrier. The respective Conditions of Carriage of the Parties shall be notified to the passengers to the extent and in the manner required by Applicable Law, rules and regulations. Notwithstanding anything in this Section 2.7, the liability of the Parties to each other with respect to passenger claims shall be governed by Sections 17 and 18.
- 2.8 (a) The Party that is the Operating Carrier (or whose Authorized Affiliate is the Operating Carrier) shall ensure that each Codeshared Flight shall be operated under its operating certificate or under the operating certificate of an Authorized Affiliate.

- (b) If there is a change in the carrier scheduled to operate a Codeshared Flight, the Operating Carrier shall promptly notify the Marketing Carrier of such change. The Marketing Carrier shall take all appropriate steps to ensure that Codeshared Passengers are notified of the change as soon as possible. If the Operating Carrier fails to notify the Marketing Carrier of a change or a change occurs within [REDACTED] of scheduled departure, the Marketing Carrier shall be deemed to have insufficient time to notify Codeshared Passengers of the change. The Marketing Carrier may thereupon continue to notify Codeshared Passengers of the change in accordance with its customer service policies if it is able to do so but the Operating Carrier shall take primary responsibility for notifying all Codeshared Passengers still booked under the Marketing Carrier Code of the change at time of check-in. In the event re-accommodation is necessary either because the substituted carrier is not an Authorized Affiliate, or because a Codeshared Passenger who is notified of such a change elects not to travel on the substituted carrier, the notifying carrier shall at its own cost and expense re-accommodate the Codeshared Passenger unless the passenger seeks a refund in which event the Marketing Carrier shall be responsible for making such refund in accordance with its fare rules, conditions of carriage and Applicable Law.

3. IMPLEMENTATION AND EXPENSES

3.1 Implementation of this Agreement shall be subject to the following conditions precedent:

- (a) the execution of a Special Prorate Agreement and a Mutual Emergency Assistance Agreement, in form and substance satisfactory to American and Qatar Airways;
- (b) receipt by American and Qatar Airways of all necessary Government Approvals;
- (c) successful completion and maintenance by Qatar Airways and American of the IATA Operational Safety Audit (IOSA) registration; and
- (d) successful implementation and testing of codeshare (EDIFACT) and passenger processing automation.

3.2 Each Party shall bear its own costs and expenses of performance under this Agreement, including, without limitation, costs and expenses associated with the following, unless otherwise agreed in writing between the Parties:

- (a) any systems to support the automation of procedures and settlement relating to the Codeshared Flights (e.g., PNR exchange, yield management, revenue accounting, etc.), including routine maintenance thereof, and
- (b) roadside, exterior, check-in, concourse, gate and baggage service signage placed at airports and city ticket offices in locations served by the Codeshared Flights in order to facilitate travel on the Codeshared Flights.

3.3 Each Party shall retain all right, title and interest in systems, software, signage, equipment and facilities funded by it. Ownership of jointly funded items shall be determined by the Parties in advance of each specific project.

4. INVENTORY CONTROL AND PROCEDURES

- 4.1 The availability of Marketing Flights will be controlled by Interactive Availability and Interactive Sell of the Operating Carrier. Both Parties will maintain Interactive Availability and Interactive Sell throughout the term of this Agreement, to facilitate the sale of seat inventory on the Codeshared Flights. Detailed procedures for implementing and maintaining seat inventory access are contained in the Procedures Manual.
- 4.2 The Parties will map inventory classes of the Marketing Carrier to inventory classes of the Operating Carrier for the Codeshared Flights, in accordance with the Procedures Manual. The Parties will endeavor to map the average coupon value of the Marketing Carrier's inventory classes to comparable classes of the Operating Carrier to provide similar access for bookings made by the Marketing Carrier for passengers yielding comparable revenue values; it being understood, however, that the Operating Carrier retains ultimate control over the opening, closing and other management of seat inventory availability on Codeshared Flights. Each Party shall use commercially reasonable efforts to provide equal inventory access to Codeshared Passengers in inventory classes where such passengers yield comparable revenues as the Operating Carrier's passengers.
- 4.3 This Section 4.3 shall govern the published fares of the Marketing Carrier offered on Codeshared Flights as follows:
- (a) For Routes served by only one Party, or its Affiliates, fares and fare rules filed by the Marketing Carrier for codeshare itineraries will match those of the Operating Carrier.
 - (b) For Routes served by both Parties or their Affiliates, on a non-stop basis the fares and fare rules filed by the Marketing Carrier for codeshare itineraries will match those filed by the Operating Carrier.
 - (c) For Routes where one Party, or its Affiliates, offers non-stop service and the other Party, or its Affiliates, offers connecting service, the Marketing Carrier on the non-stop service will match the fares and fare rules filed by the Operating Carrier on the non-stop service.
 - (d) For Routes where the Marketing Carrier on a one-stop service also operates its own non-stop service, the Marketing Carrier will match either the fares and fare rules of the one-stop operator or apply the fares and fare rules of its own non-stop service.
 - (e) In the event of the Marketing Carrier's breach of Sections 4.3(a), (b), (c) or (d), the Operating Carrier shall have the right, in its sole discretion, after [REDACTED] prior written notice to the Marketing Carrier, to restrict or close the inventory access of the Marketing Carrier or remove the Code of the Marketing Carrier from the flight(s) in question, or to temporarily remove its own Code from the flight(s) operated by the defaulting Party on the Routes where the breach occurred.
 - (f) Nothing in this Agreement shall prevent the Marketing Carrier from (i) initiating and operating its own service in any origin and destination city pair at any time; or (ii) offering any fare(s), discount(s) or rebate(s) of any kind for interline itineraries valid on airlines, other than American or Qatar Airways, on any origin and destination city pair.
- 4.4 Each Party shall establish fares and rates independently, subject to the provisions of the applicable air transport agreements between the United States and Qatar, on the one hand,

and the governments of any country to which the Parties shall provide service pursuant to this Agreement, on the other hand.

5. MARKETING AND PRODUCT DISPLAY

- 5.1 The Codeshared Flights will be marketed and promoted by the Marketing Carrier under its Code. Each Party shall ensure that its respective advertising and promotions comply with all applicable governmental laws, rules and regulations of any applicable Competent Authority. The Marketing Carrier shall comply with 14 C.F.R. Parts 257 and 258, and any other applicable rules regarding the disclosure and holding out of Codeshared Flights provided for herein in the jurisdiction where such rules apply. The Marketing Carrier shall disclose to the extent required by Applicable Law through industry-approved schedule and selling mechanisms (as defined in the Procedures Manual), to consumers, travel agents and others selling the Codeshared Flights, as well as through any advertising, point-of-sale disclosures, and any other appropriate means, that each Codeshared Flight is a flight of and operated by the Operating Carrier. Such information shall be given before a reservation is made and in any event at the earliest reasonable opportunity and before the passenger arrives at the airport, in accordance with Applicable Law. In addition, each Party shall use commercially reasonable efforts to implement procedures to disclose the Operating Carrier and the appropriate departure and arrival terminal at the earliest possible opportunity and in particular at the point of sale.
- 5.2 The Marketing Carrier shall identify the Codeshared Flights, in accordance with Applicable Law, in Airline Guides, CRSs, Reservations Systems and other sources of airline schedule information using the Marketing Carrier's Code. Any costs incurred for the publication of Marketing Flights or connections to and from such flights in Airline Guides, CRSs, Reservation Systems and other sources of airline schedule information shall be borne by the Marketing Carrier. Each Party shall include the Codeshared Flights in its Reservations Systems.
- 5.3 If the Marketing Carrier is not authorized to offer air transport services in a particular local Codeshared Route, the Marketing Carrier shall file its standard schedule data for the Codeshared Flights on such Codeshared Route using the appropriate traffic restriction code, as defined in the IATA Standard Schedules Information Manual, Appendix G, in order to suppress the display of the Marketing Flights on such local Codeshared Route(s) (i.e., the Marketing Flights on such route will be limited to passengers connecting online to another flight marketed and/or operated by the Marketing Carrier).
- 5.4 Unless otherwise agreed, all information and advertising materials produced with the aim of promoting the Codeshared Flights shall clearly identify both Parties. All joint advertising and promotion of the Codeshared Flights shall be subject to prior agreement between the Parties and the costs of such joint advertising and promotion shall be shared based on prior agreement.
- 5.5 Each Party may use its own flight number in referencing the Codeshared Flights except that only the Operating Carrier's flight number shall be used in actual flight operations (e.g., air traffic control).

6. TRAFFIC DOCUMENT ISSUANCE AND FINANCIAL SETTLEMENT

- 6.1 Passenger traffic documents for use on the Codeshared Flights may be issued by either Party, or by third parties with whom the Parties from time to time have interline traffic agreements.

- 6.2 All Marketing Carrier Flight Coupons honored on Codeshared Flights shall be uplifted by the Operating Carrier, which is responsible for processing and billing of such documents as follows:
- (a) The Operating Carrier shall bill uplifted coupons to the Ticketing Carrier using routine applicable interline settlement process and procedures. Subject to Section 6.2(b) and 6.2(c), Marketing Carrier Flight Coupons issued by the Marketing Carrier as Ticketing Carrier shall be treated for proration and billing purposes as if they showed the Operating Carrier's designator Code in the Carrier Code Box of the Marketing Carrier Flight Coupons. Such Marketing Carrier Flight Coupons will be prorated and billed according to the Special Prorate Agreement between the Operating Carrier and the Ticketing Carrier, or, in the absence of an applicable Special Prorate Agreement, in accordance with the IATA Prorate Manual-Passenger ("**IATA PMP**"), as applicable.
 - (b) If the Operating Carrier does not have an interline traffic agreement with a Ticketing Carrier that issued a Marketing Carrier Ticket, and is unable to obtain satisfactory settlement, the Operating Carrier may bill such coupon to the Marketing Carrier as an exceptional item (i.e., via correspondence) and such coupons shall be valued for billing and proration purposes according to the IATA PMP.
 - (c) If the Operating Carrier has an interline traffic agreement with a Ticketing Carrier that issued a Marketing Carrier Ticket but is unable to obtain satisfactory settlement, the Marketing Carrier shall assist the Operating Carrier to the extent commercially reasonable in settling such account but shall not be liable for any losses incurred due to an unsatisfactory settlement.
- 6.3 For Codeshared Flights, the Operating Carrier shall on a monthly basis determine the gross prorated value (as determined in accordance with Section 6.2(a) of Marketing Carrier Flight Coupons uplifted by it during the previous month and calculate the commission (the "**Codeshare Commission**") by multiplying such coupon values by the applicable commission percentages set forth in Annex E. This process of assessment of the Codeshare Commission shall be separate from the billing for each individual Marketing Carrier Flight Coupon. The Operating Carrier shall credit the account of the Marketing Carrier for the aggregate Codeshare Commission through the IATA Clearing House as source code "24". The Operating Carrier shall provide supporting data (including Codeshare Commission usage files) to the Marketing Carrier no later than [REDACTED] after the end of the clearance month via File Transfer Protocol ("**FTP**") (e.g., if the Operating Carrier were to issue an [REDACTED] clearance month credit to the Marketing Carrier on [REDACTED] then supporting data should be provided to the Marketing Carrier by [REDACTED]. The Marketing Carrier shall be entitled to review and, if appropriate, dispute, via correspondence, the Operating Carrier's calculation of the Codeshare Commission; provided, however, the Operating Carrier must receive note of such dispute within [REDACTED] from the relevant clearance month. Any resulting payments will be processed through the IATA Clearing House.
- 6.4 In the event the Ticketing Carrier is the Marketing Carrier or the Operating Carrier, the Ticketing Carrier shall not receive an Interline Service Charge and/or Ticket Handling Fee. In the event the Ticketing Carrier is a third party, the Ticketing Carrier shall receive the Interline Service Charge and/or Ticket Handling Fee as agreed between the Operating Carrier and such third party.
- 6.5 To support interline billing by the Operating Carrier to third-parties and involuntary rerouting and refunding of Marketing Carrier Tickets by the Operating Carrier, the Marketing Carrier hereby waives endorsement requirements for the Operating Carrier with respect to all

Marketing Carrier Flight Coupons. Unless otherwise agreed in writing by the Parties, such waiver shall be effective [REDACTED] before the Implementation Date, and shall remain in effect for [REDACTED] after the Termination Date of this Agreement to facilitate the reaccommodation of any Codeshared Passengers ticketed for travel after the Termination Date.

- 6.6 Differences that may appear after the billing process has been completed shall be rectified by written correspondence or a meeting between the Parties.
- 6.7 In a sufficient amount of time before the Implementation Date, the Marketing Carrier will file and/or maintain with ATPCO a TCN Codeshare Agreement, in which the Marketing Carrier will provide the range of its Marketing Flight numbers. The Marketing Carrier will be responsible, throughout the term of the Codeshare Agreement, for updating its Marketing Flight numbers with ATPCO.

7. FACILITIES

The Parties acknowledge the importance of maintaining functional and accurate signs identifying the Operating Carrier and the Marketing Carrier, as appropriate, to facilitate passenger convenience and to avoid passenger confusion at airports served by the Codeshared Flights. The Parties shall cooperate on the placement of such signs, subject to the approval of the relevant airport authority or other lessors.

8. TRAINING

- 8.1 Except as otherwise agreed, each Party shall provide or arrange, at its own cost and expense, all initial and recurring training of its personnel to facilitate the Codeshared Flights and operations at airports served by the Codeshared Flights, including reservations and ticket offices, and other points of contact between the Parties and the public. This training shall include passenger service, reservations and sales activities, and in-flight service involving the Codeshared Flights, all as more fully described in the Procedures Manual.
- 8.2 The Parties shall share any training materials (except trade secrets and legal advice) developed to support the Codeshared Flights. All intellectual property or similar rights to any materials exchanged shall remain with the Party who originally developed such materials.

9. SECURITY

- 9.1 The Parties shall cooperate in matters of security procedures, requirements, and obligations at all airports served by the Codeshared Flights.
- 9.2 The Operating Carrier reserves the right to apply the provisions of its own security programs to the carriage of all passengers, baggage and cargo on board the Codeshared Flights, provided that such security programs shall, at a minimum, comply with the standards set forth by the relevant Competent Authorities and be reasonably acceptable to the Marketing Carrier, with the understanding that safety and security are of the utmost importance to both Parties. Such provisions may include any then applicable procedures used for the physical screening of passengers, baggage or cargo, interviewing of passengers, and/or selective loading of baggage or cargo.
- 9.3 The checking of the travel documents of each Codeshared Passenger and the handling of Codeshared Passengers who are Inadmissible Passengers (as such term is defined in IATA Resolution 701, as modified, supplemented or amended from time to time) shall be done in accordance with the procedures outlined in the Procedures Manual.

10. SAFETY AND MAINTENANCE

- 10.1 The Operating Carrier has operational control of the aircraft and final authority and responsibility concerning the operation and safety of the aircraft and its passengers, including Codeshared Passengers. The Operating Carrier shall employ the same high standards of safety, security and loss prevention policies with regard to the Codeshared Passengers as it employs for its own passengers. Emergency support shall, at a minimum, be in accordance with the Mutual Emergency Assistance Agreement in force between the Parties.
- 10.2 The Operating Carrier shall have sole responsibility for the maintenance of its leased and owned aircraft, and for other equipment used in connection with the Codeshared Flights. Maintenance of such aircraft and equipment must, at a minimum, comply with the standards imposed by the relevant aeronautical authorities.
- 10.3 The Marketing Carrier shall have the right upon prior written notice to the Operating Carrier and subject to the Operating Carrier's prior consent, at its own cost, to review and observe the Operating Carrier's operations of Codeshared Flights, and/or to conduct a reasonable safety and/or service review of the Operating Carrier's operations, manuals, and procedures reasonably related to the Codeshared Flights (the "**Marketing Carrier Reviews**"), at such intervals as the Marketing Carrier shall reasonably request, but not more often than [REDACTED]. In the event the Operating Carrier does not provide prior consent or unreasonably delays such consent, the Marketing Carrier has the right to remove its Code from any or all Codeshared Flights. The Marketing Carrier Reviews shall be coordinated with the Operating Carrier so as to avoid disruptions to the Operating Carrier's operations. Such reviews will be limited to areas that reasonably relate to the Operating Carrier's safety standards and service obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, THE MARKETING CARRIER DOES NOT UNDERTAKE ANY RESPONSIBILITY OR ASSUME ANY LIABILITY FOR ANY ASPECT OF THE OPERATING CARRIER'S OPERATIONS, NOR SHALL THE OPERATING CARRIER BE ENTITLED TO ASSERT ANY RESPONSIBILITY OR ASSUMPTION OF LIABILITY ON THE PART OF THE MARKETING CARRIER FOR THE OPERATING CARRIER'S OPERATIONS.

11. FREE AND REDUCED RATE TRANSPORTATION

Unless otherwise provided by relevant agreements between the Operating Carrier and other parties, including the Marketing Carrier, neither the Marketing Carrier, nor the Operating Carrier, nor any third party, shall be entitled to ticket industry non-revenue or discounted (i.e., agency discount, industry discount, etc.) travel on the Marketing Flights, and the Operating Carrier shall not honor any Marketing Carrier Flight Coupons for such industry non-revenue or discounted travel, except at the Operating Carrier's expense.

12. OTHER MARKETING PROGRAMS

- 12.1 The Frequent Flyer Participating Carrier Agreements shall govern the participation of each Party in the other Party's frequent flyer program.
- 12.2 If access of the Marketing Carrier's First and Business Class Codeshared Passengers to the Operating Carrier's airport lounge on the day of their departure will be provided, such access and the terms and conditions thereof shall be governed by the Lounge Access Agreement (if any) to be negotiated by the Parties in good faith.

13. TRADEMARKS AND CORPORATE IDENTIFICATION

- 13.1 Neither Party hereto shall use any of the other Party's or such Party's respective Affiliates' names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property, including without limitation the

names "American Airlines, Inc.", "American Airlines", "American", "American Eagle", "AAdvantage", "Qatar Airways Q.C.S.C.", "Qatar Airways Group Q.C.S.C.", "Qatar Airways", or "Privilege Club" in any marketing, advertising or promotional collateral, including without limitation credit card and telecom solicitations, except where each specific use has been approved in advance by the other Party. When such approval is granted, either Party shall comply with any and all conditions that the other Party may impose to protect the use of any of that Party's names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property.

- 13.2 Except as expressly provided herein, no right, property, license, permission or interest of any kind in the use of any name, logo, logotype, insignia, service mark, trademark, trade name, copyright, corporate goodwill or other proprietary intellectual property owned by either Party or its respective Affiliates is intended to be given to or acquired by the other Party, its agents, servants or other employees by the execution or performance of this Agreement.
- 13.3 Each of Qatar Airways and American acknowledges for all purposes that any and all logos, trademarks, service marks, and trade names of the other, whether registered or not, are and shall at all times remain the exclusive property of the other Party, and may not be used without the prior written consent of such Party, except as set forth herein. Each of Qatar Airways and American further acknowledges that any goodwill or other rights that arise as a result of the use by it of the other Party's marks, as permitted under this Agreement, shall accrue solely to the benefit of the Party owning such marks, whether registered or not. Should any right, title or interest in the logos, trademarks, service marks or trade names of a Party become vested in the other Party, the latter Party shall hold such right, title and interest in trust for the benefit of the former Party and shall, at the request of the former Party, promptly and unconditionally assign such right, title and interest to the former Party without royalties or compensation of any kind. Each of Qatar Airways and American hereby grants to the other, a non-exclusive, non-transferable, royalty-free license for the term of this Agreement to use their respective service marks ("Qatar Airways" for Qatar Airways and "American Airlines" for American, each a "**Licensed Trademark**"), subject to the terms and conditions set forth in this Section 13. This license is limited to the use of the Licensed Trademarks in connection with the advertising and promotion of the Codeshared Flights contemplated by this Agreement and the Frequent Flyer Participating Carrier Agreement.
- 13.4 Notwithstanding Section 13.3 above, each Party agrees to use the Licensed Trademarks only in a manner approved in advance and in writing by the Party owning such Licensed Trademarks. Each Licensed Trademark shall be marked with an ® or SM or other symbol, as appropriate, and reference a legend indicating that "Qatar Airways is a service mark of Qatar Airways Group Q.C.S.C." or "American Airlines is a service mark of American Airlines, Inc.", as the case may be, or similar words to that effect.
- 13.5 Each Party agrees that all advertising and promotional materials bearing the Licensed Trademarks in relation to air transportation services contemplated by this Agreement shall meet the quality and presentation standards as set forth by the Party owning the relevant Licensed Trademark.
- 13.6 Each Party has sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using its Licensed Trademark.
- 13.7 Each Party is responsible for providing to its own authorized agents and airport locations the agreed promotional materials bearing the Licensed Trademarks.

14. **REPRESENTATIONS AND WARRANTIES**

- 14.1 Each of Qatar Airways and American hereby represents and warrants to the other as follows:

- (a) It is a duly incorporated and validly existing corporation, in good standing under the laws of its jurisdiction of incorporation; is an air carrier duly authorized to act as such by the government of its country of incorporation; and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement by it have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by it, and, assuming due authorization, execution, and delivery by the other Party hereto, this Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited or modified by the effect of bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and the application of general principles of equity and public policy.
- (b) The execution, delivery or performance by it of this Agreement, shall not: (i) contravene, conflict with or cause a default under (A) any Applicable Law, rule or regulation binding on it, or (B) any provision of its Charter, Certificate of Incorporation, Bylaws or other documents of corporate governance; or (ii) contravene, or cause a breach or violation of, any agreement or instrument to which it is a Party or by which it is bound, except where such conflict, contravention or breach would not have a material adverse effect on it and its Affiliates, or on the operations of it or its Affiliates, taken as a whole, or on its ability to perform this Agreement.
- (c) The execution, delivery and performance by it of this Agreement do not require the consent or approval of, or the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any Competent Authority, any trustee or holder of any of its indebtedness or obligations, any stockholder or any other Person or entity, other than the Governmental Approvals (to be obtained by it, as indicated in Annex F), except where failure to obtain or take such action would not have a material adverse effect on it or a material adverse effect on the transactions contemplated in this Agreement.
- (d) Each of the foregoing representations and warranties shall survive the execution and delivery of this Agreement.

15. GOVERNMENTAL APPROVALS

- 15.1 The Codeshared Flights shall not commence until all required Governmental Approvals are received. Each Party shall use all commercially reasonable efforts to obtain those Governmental Approvals for which it has been allocated responsibility under Annex E, and any other Governmental Approvals that may hereafter be identified.
- 15.2 If the Governmental Approvals are obtained with respect to some but not all of the Codeshared Routes listed in Annex B, the Parties shall proceed under this Agreement solely with respect to the approved Codeshared Routes, and the Parties shall thereafter continue to endeavor to obtain approval of the remaining city-pair markets.
- 15.3 If the Parties obtain none of the Governmental Approvals required for the Codeshared Routes listed in Annex B within [REDACTED] of the Effective Date, or if all of such Governmental Approvals are given with substantial unfavorable restrictions or conditions (each Party to determine in its sole discretion the reasonableness of such restrictions or conditions), the Parties shall negotiate in good faith to find an equitable solution to enable the commencement of the Codeshared Route(s). If a solution cannot be formulated within [REDACTED] following commencement of such negotiations, either

Party may terminate this Agreement upon [REDACTED] prior written notice to the other Party.

- 15.4 Each Party shall immediately provide the other Party with copies of any correspondence or notices it receives from any Competent Authority with respect to the Codeshared Routes, Codeshared Flights or this Agreement, including with respect to the airworthiness of the aircraft used for the Codeshared Flights or noncompliance by the Operating Carrier with operational, training or safety rules and procedures.

16. **TERM**

- 16.1 This Agreement shall become effective on the date first written above ("**Effective Date**") and shall remain in effect until terminated pursuant to Section 15 (Governmental Approval), Section 16.2 (Termination Events), Section 16.3 (Suspension Right), Section 21 (Force Majeure) or Section 27 (Severability), or Annex B (Codeshared Flights). Implementation of this Agreement shall be on the Implementation Date, subject to the Parties' execution of the Mutual Emergency Assistance Agreement.

- 16.2 In addition to any other termination rights provided herein, this Agreement may be terminated as follows:

- (a) at any time by mutual written consent of the Parties hereto;
- (b) by either Party at any time [REDACTED] without assigning any reason or incurring any liability whatsoever, by providing a written notice of termination to the other Party, such notice having effect [REDACTED]
[REDACTED] by the other Party;
- (c) by the non-breaching Party upon the breach of a material term, covenant, representation or warranty of this Agreement (other than a breach of a payment obligation under Section 6 of this Agreement or the failure to otherwise pay any sums due pursuant to this Agreement), including a failure to comply with any material obligations and procedures set forth in the Procedures Manual, provided that the non-breaching Party provides the breaching Party prior written notice describing the alleged breach with as much particularity as reasonably practicable. Termination under this Section 16.2(c) shall not be effective if the breaching Party corrects such breach within [REDACTED] following receipt of such notice. If such breach cannot be corrected within [REDACTED] following receipt of such notice, and the breaching Party so advises the non-breaching Party, the non-breaching Party, in its sole discretion, may give the breaching Party an additional period of time not to exceed [REDACTED] to correct the breach, provided that the breaching Party has taken action reasonably contemplated to correct such breach following receipt of the notice;
- (d) by the non-breaching Party upon the breach of a payment obligation under Section 6 of this Agreement or the failure to otherwise pay any sums due to the non-breaching Party pursuant to this Agreement by the breaching Party, after the non-breaching Party provides the breaching Party at least [REDACTED] prior written notice describing, with as much particularity as practical, the alleged breach, and the breaching Party does not, within [REDACTED] following receipt of such notice, correct such breach;
- (e) at any time by either Party upon written notice if the other Party (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due;

(iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment that may have a material adverse effect on it and that is not dismissed, satisfied or stayed within [REDACTED] or (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations (other than due to Force Majeure as defined in Section 21); or

- (f) by either Party upon [REDACTED] prior written notice following receipt by such Party of written notice from the other Party (i) that such other Party has merged or consolidated with or into any other Person or entity, except where the shareholders of such Party (as measured on the day immediately prior to the effective date of such merger or consolidation) immediately after the merger or consolidation continue to own [REDACTED] of its voting stock and, if the Party hereto is not the surviving entity, the surviving entity assumes all of the obligations and responsibilities of the Party under this Agreement; (ii) that such other Party has sold or otherwise transferred all or substantially all of its assets to any other Person or entity; (iii) that such other Party has had [REDACTED] or more of its voting stock acquired, directly or indirectly, by a third-party (or third-parties acting as a group) in one or a series of transaction and, as a result, such third-party (or group) has the right to direct the management and policies of the Party, or (iv) that more than [REDACTED] of its voting stock is owned at any time by a Person, entity or group that held [REDACTED] or less immediately prior to such time of determination. Each Party undertakes to [REDACTED] notify the other in writing of an occurrence of any of the events specified in this Section 16.2(f).

16.3 Throughout the Term, either Party has the right to suspend performance of or terminate this Agreement immediately by giving written notice to the other Party in the event that it has reason to suspect or believe or in the event that:

- (a) the other Party has suffered a significant emergency or serious incident or accident or received a serious threat that relates to any of that Party's flights or to a Codeshared Flight or Codeshared Route; or
- (b) the other Party has received from any relevant Competent Authority notice that it has failed to comply with applicable safety or security requirements; or
- (c) the United States Department of Transportation (DOT), the United States Department of Defense (DOD) or the United States Department of Homeland Security (DHS), or the counterpart authorities in Qatar, has ordered in writing or orally that the Marketing Carrier's Code be removed from Codeshared Flights or Codeshared Routes operated by the Operating Carrier for any reason whatsoever; or
- (d) the civil aviation authority of Qatar or the United States, as applicable, does not provide safety oversight of its air carrier operators in accordance with the minimum safety oversight standards established by the International Civil Aviation Organization (ICAO), which results in Qatar Airways receiving a rating of Category 2 from the Federal Aviation Administration (FAA), or the United States receiving an equivalent rating from counterpart authorities in Qatar, respectively.

If a Party suspends this Agreement pursuant to this Section 16.3, as soon as the reason for the suspension no longer exists it shall notify the other Party and this Agreement will recommence within [REDACTED] after the date of notice under the same terms and

conditions, or under amended terms and conditions in accordance with Section 30.1. A Party that suspends this Agreement pursuant to this Section 16.3 may [REDACTED] the suspension terminate this Agreement by giving notice in writing to the other Party. If this Agreement is suspended or terminated pursuant to this Section 16.3, Sections 16.4 through 16.5 shall apply.

- 16.4 Subject to Section 16.5, in the event of termination of this Agreement the Marketing Carrier shall, in its sole discretion, unless termination is pursuant to Section 16.2(f), take all reasonable actions to confirm and preserve reservations on the Operating Carrier for passengers scheduled to be traveling on Marketing Carrier Tickets and, as applicable, endorse or otherwise modify or reissue such tickets to permit use on the Operating Carrier. The Operating Carrier shall accept passengers traveling on such tickets as if such reservations had been booked through the Operating Carrier using ordinary interline procedures but giving effect to the revenue settlement methodology provided for in Section 6 of this Agreement.
- 16.5 In the event that this Agreement is terminated by the Operating Carrier pursuant to Section 16.2(d) or 16.2(e), the Operating Carrier, in its sole discretion, may decline any or all passengers scheduled to be traveling on Marketing Carrier Tickets. The Marketing Carrier shall be solely responsible for transferring the reservations of such passengers to other carriers or making other alternative arrangements.

17. INDEMNIFICATION

- 17.1 Without prejudice to any other written agreement or arrangement of either Party to indemnify the other Party, the Party that is the Operating Carrier (or whose Authorized Affiliate is the Operating Carrier) shall indemnify, defend, and hold harmless the Marketing Carrier and its Affiliates and their respective directors, officers, employees and agents (each individually, or all collectively a, "**Marketing Carrier Indemnified Party**") from and against any and all Damages arising out of, caused by, or occurring in connection with (or alleged to arise out of, be caused by, or occurring in connection with) any of the following:
- (a) the death of or injury to or delay of persons, or delay or loss of or damage to property (including aircraft, equipment, baggage, mail or cargo) occurring while such persons or property are under the control or in the custody of, or being transported by, the Operating Carrier (including, for the avoidance of doubt, Damages arising out of the death of or injury to Codeshared Passengers traveling on Marketing Carrier Tickets irrespective of conditions or liability limits that apply or may purport to apply);
 - (b) the death of or injury to, or loss or damage to property of, third parties not carried on board the aircraft operated by the Operating Carrier but occurring in connection with such operations;
 - (c) negligent acts or omissions of the Operating Carrier related to its obligations under this Agreement, other than Damages to the extent addressed in Section 17.1(a) or (b) or Section 17.2(a) or (b);
 - (d) the Operating Carrier's breach of any of its representations or warranties set forth in Section 14 of this Agreement; or
 - (e) infringement of a third-party's intellectual property or similar rights by the Operating Carrier's logos, trademarks, service marks or trade names.

PROVIDED THAT, the Operating Carrier shall not be required to indemnify any Marketing Carrier Indemnified Party for any liability arising from [REDACTED]

THE OPERATING CARRIER UNDERSTANDS AND ACKNOWLEDGES THAT UNDER THE CIRCUMSTANCES ADDRESSED BY SECTIONS 17.1(a) AND 17.1(b), IT WILL BE REQUIRED TO INDEMNIFY A MARKETING CARRIER INDEMNIFIED PARTY AGAINST DAMAGES ARISING FROM SUCH

- 17.2 Subject to the indemnities provided in Section 17.1(a), and without prejudice to any other written agreement or arrangement of either Party to indemnify the other Party, the Party that is the Marketing Carrier (or whose Affiliate is the Marketing Carrier) shall indemnify, defend, and hold harmless the Operating Carrier and its Affiliates and their respective directors, officers, employees, and agents (each individually an, or collectively the, "**Operating Carrier Indemnified Party**") from and against any and all Damages arising out of, caused by, or occurring in connection with (or alleged to arise out of, be caused by, or occurring in connection with) any of the following:
- (a) the death of or injury to or delay of persons, or delay or loss of or damage to property (including aircraft, equipment, baggage, mail or cargo) occurring while such persons or property are under the control or in the custody of, or being transported by, the Operating Carrier, but only to the extent caused by
 - (b) the death of or injury to, or loss or damage to property of, third parties not carried on board the aircraft operated by the Operating Carrier but occurring in connection with such operations, but only to the extent caused by
 - (c) negligent acts or omissions of the Marketing Carrier that are related to its obligations under this Agreement, other than Damages to the extent addressed in Section 17.1(a) or (b) or Section 17.2(a) or (b);
 - (d) passenger claims based on the Marketing Carrier's failure to properly issue, deliver and complete transportation documentation in accordance with the provisions of the standard IATA or other applicable ticketing procedures, including, without limitation, the failure to put a proper notice of the limits of liability under the Warsaw Convention, as amended, or the Montreal Convention of 1999, as amended, on such documentation (it being understood that in ticketing Codeshared Passengers, the Marketing Carrier is entitled to apply the limits of liability provided for in its own Conditions of Carriage); provided, however, that the Marketing Carrier shall only be liable under this Section 17.2(d) for that portion of any Damages that is in excess of the Damages against which the Operating Carrier would have been required to indemnify the Marketing Carrier under Section 17.1(a) if the Marketing Carrier had properly complied with all IATA ticketing procedures;
 - (e) the Marketing Carrier's breach of its representations or warranties set forth in Section 14 of this Agreement; or
 - (f) infringement of a third-party's intellectual property or similar rights by the Marketing Carrier's logos, trademarks, service marks or trade names.
- 17.3 A Party (the "**Indemnified Party**") that believes it is entitled to indemnification from the other Party (the "**Indemnifying Party**") pursuant to the terms of this Agreement with respect to a claim for Damages (i.e., a third-party claim) shall provide the Indemnifying Party with written notice (an "**Indemnification Notice**") of such claim (provided, however, that the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that such failure is materially prejudicial to the Indemnifying Party), and the

Indemnifying Party shall be obligated and entitled, at its own cost and expense and by its own legal advisors, to control the defense of or to settle any such third-party claim. The Indemnifying Party shall have the right to elect to settle any such claim for monetary Damages only, subject to the consent of the Indemnified Party; provided, however, if the Indemnified Party fails to give such consent to a settlement that has been agreed upon by the Indemnifying Party and the claimant in question within [REDACTED] of being requested to do so, the Indemnified Party shall assume the defense of such claim or demand and regardless of the outcome of such matter, the Indemnifying Party's liability hereunder shall be limited to the amount of any such proposed settlement. If the Indemnifying Party fails to take any action against the third-party claim that is the subject of an Indemnification Notice within [REDACTED] of receiving such Indemnification Notice, or otherwise contests its obligation to indemnify the Indemnified Party in connection therewith, the Indemnified Party may, upon providing prior written notice to, but without the further consent of, the Indemnifying Party settle or defend against such third-party claim for the account, and at the expense, of the Indemnifying Party. Except as set forth in this Section 17.3, the Indemnified Party shall not enter into any settlement or other compromise or consent to a judgment with respect to a third-party claim to which the Indemnifying Party has an indemnity obligation without the prior written consent of the Indemnifying Party.

- 17.4 Each Indemnified Party shall have the right, but not the duty, to participate in the defense of any claim with attorneys of its own choosing and at its own cost, without relieving the Indemnifying Party of any obligations hereunder. In addition, even if the Indemnifying Party assumes the defense of a claim, the Indemnified Party shall have the right to assume control of the defense of any claim from the Indemnifying Party at any time, and to elect to settle or defend against such claim; provided, however, the Indemnifying Party shall have no indemnification obligations with respect to such claim except for the costs and expenses of the Indemnified Party (other than attorneys' fees incurred in participating in the defense of such claim) incurred prior to the assumption of the defense of the claim by the Indemnified Party.
- 17.5 Each Party further agrees to indemnify, defend and hold harmless the other Party from and against any and all Taxes (as defined in Annex A), or Assessments, as the case may be, levied upon or advanced by the Indemnified Party, but that ultimately the Indemnifying Party would be responsible for paying, which resulted from any transaction or activity contemplated by this Agreement.
- 17.6 The rights and obligations of the Parties under this Section 17 shall survive the Termination Date or expiration of this Agreement.

18. **INSURANCE**

- 18.1 The Operating Carrier shall procure and maintain for the benefit of the Marketing Carrier during the term of this Agreement with insurance carriers of known financial responsibility, insurance of the type and in the amounts listed below:
- (a) Third Party Legal Liability in respect of all operations, including but not limited to aircraft (owned and non-owned) liability (including risks hijacking and allied perils), passenger and crew baggage and personal effects, funeral and repatriation expenses (including crew), all reasonable expenses arising out of the Family Assistance Act (United States) and/or similar regulations applying elsewhere in the world, cargo, mail, hangarkeepers, comprehensive general liability, or its equivalent including premises, products, completed operations, liquor law liability, and contractual liability. This insurance must be primary without right of contribution from any insurance carried by the Marketing Carrier to the extent of the indemnity specified in Section 17.1, and shall (i) name the Marketing Carrier and the Marketing Carrier Indemnified Parties as additional insureds to the extent

of the protections afforded the Marketing Carrier under the indemnity specified in Section 17.1, (ii) contain a severability of interest clause and a breach of warranty clause in favor of the Marketing Carrier, and (iii) specifically insure the Operating Carrier's indemnification obligations under this Agreement to the full extent of the coverage provided by the Operating Carrier's policy or policies.

- (b) The Operating Carrier shall maintain a combined single limit of liability of not less than [REDACTED] per any one occurrence for each aircraft, including bodily injury, death, personal injury, property damage, passenger (including Codeshared Passengers and other revenue and non-revenue passengers) legal liability and war and allied perils combined, over all coverages and in the aggregate as applicable, but (i) personal injury limited to [REDACTED] per offense and in the annual aggregate except with respect to passengers (including Codeshared Passengers and other revenue and non-revenue passengers), and (ii) war and allied perils may be subject to an annual aggregate limit.
- (c) Hull all risk insurance, including war risk, and such policy shall include a waiver of subrogation in favor of the Marketing Carrier to the extent of the indemnity specified in Section 17.1.
- (d) Worker's compensation and employer's liability insurance, or such other similar or equivalent insurance carried outside of the United States, in accordance with statutory limits.

18.2 The Operating Carrier shall provide the Marketing Carrier with certificates of insurance evidencing such coverage no less than [REDACTED] prior to the commencement of the first Codeshared Flight, and thereafter within [REDACTED] of the date of any renewal of such coverage. The certificates must indicate that the above coverage shall not be canceled or materially altered without [REDACTED] advance written notice to the Marketing Carrier and that the Marketing Carrier shall be notified of any expiration or renewal of such coverage. The notice period in respect of war and allied perils coverage shall be [REDACTED] or such lesser period as is or may be available in accordance with the policy providing such coverage.

19. TAXES

19.1 Subject to Section 19.4, each Party shall be responsible for any net or gross income or franchise taxes (or taxes of a similar nature) on the revenues or income or any measure thereof which is attributable to it in connection with the sale of air transportation pursuant to this Agreement.

19.2 The Party that acts as the Ticketing Carrier in respect of any particular transaction shall collect, except as otherwise prohibited by law, all Ticket Taxes relating to tickets sold or travel documents issued by it with respect to air transport pursuant to this Agreement. The Parties hereby agree as follows:

- (a) The Ticketing Carrier shall collect, report and remit to the taxation authorities any non-interlineable Ticket Taxes levied in connection with sales of the Codeshared Flights.
- (b) The Ticketing Carrier shall collect any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights. If the Ticketing Carrier is American, Qatar Airways shall report for any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights to American and bill such interlineable Ticket Taxes in accordance with the Interline Traffic Agreement. If the Ticketing Carrier is Qatar Airways, American shall report for any interlineable

Ticket Taxes levied in connection with the sales of the Codeshared Flights to Qatar Airways and bill such interlineable Ticket Taxes in accordance with the Interline Traffic Agreement. If the Ticketing Carrier is a third party, the Operating Carrier shall report any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights to the Ticketing Carrier and bill such interlineable Ticket Taxes in accordance with the interline traffic agreement, or as may be otherwise agreed, between the Operating Carrier and the Ticketing Carrier. The Operating Carrier shall remit to taxation authorities all such interlineable Ticket Taxes.

- (c) The Operating Carrier may bill the Ticketing Carrier for any Ticket Taxes due or payable on or measured by passenger enplanement and payable or remittable by the Operating Carrier or the Marketing Carrier in accordance with industry guidelines outlined in the IATA Revenue Accounting Manual (IATA-RAM).
- (d) If the Ticketing Carrier is a third-party, the Marketing Carrier shall use commercially reasonable efforts to cause such third-party to implement the foregoing provisions.

19.3 Notwithstanding the provisions of Section 19.2, if the Ticketing Carrier is prohibited by law from collecting certain Ticket Taxes in the country where tickets are sold or where travel documents are issued, then the Ticketing Carrier is relieved only from collecting such Ticket Taxes so prohibited by law and (i) if the Marketing Carrier is the Ticketing Carrier it shall notify the Operating Carrier, and (ii) if a third party is the Ticketing Carrier the Marketing Carrier shall cause the Ticketing Carrier to notify the Operating Carrier, within [REDACTED] of the enactment of such laws which Ticket Taxes it is prohibited from collecting and render reasonable assistance to the Operating Carrier so that procedures can be implemented to collect such Ticket Taxes from the passenger.

19.4 Both Parties acknowledge that the tax laws of the countries in which they may operate in connection with the Codeshared Flights may require withholding of Taxes on certain of the payments that either of the Parties or their agents (the "**Payor**") may be required to pay to the other Party (the "**Payee**"), under this Agreement. It is agreed that payments to the Payee shall be exclusive of such withholding, provided however, that the Payor shall inform the Payee in writing with at least [REDACTED] advance notice of its intent to withhold the Taxes and the legal basis for such withholding. The Payor shall inform the Payee:

- (a) within [REDACTED] of receipt by the Payor of any directives that may be given to the Payor by such taxation authority; and
- (b) within [REDACTED] of payment by the Payor to the relevant taxation authority the amounts withheld by Payor.

19.5 For U.S. income tax purposes, Qatar Airways shall annually and timely furnish American, a valid, completed and duly executed U.S. Federal Form [W-8ECI (Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States) **or** W-8BEN (Ownership, Exemption, or Reduced Rate Certificate)] or such other forms as the U.S. Internal Revenue Service may require from time to time, so that American may report any relevant transactions arising under this Agreement and, if applicable, substantiate an exemption from any obligation on American's part with respect to any income tax withholding or reporting obligations on payments made to Qatar Airways. In the event the Payor is required to withhold taxes under the procedures of Section 19.4, the Payor shall provide to the Payee within [REDACTED] of such withholding a tax receipt and copies of any support for the payment as may be necessary to support a claim by the Payee of a foreign tax credit under Applicable Laws.

19.6 If either Party receives notice from any taxation authority with respect to any assessment or potential assessment or imposition of any Tax (collectively, an "**Assessment**") relating to

this Agreement, that the other Party may be responsible for paying, directly or indirectly, the Party so notified shall inform the other Party in writing within [REDACTED] of receipt of such notice. If the Party receiving such notice from a taxation authority is or will be required to pay any Assessment for which the other Party is ultimately responsible, it shall be entitled to be indemnified against such Assessment in accordance with Section 17.5. The Indemnifying Party shall have the option to defend or contest such Assessment in accordance with the procedures set forth in Section 17.

- 19.7 American hereby confirms that it is fully aware of the existence, and hereby acknowledges its duty to familiarise itself with the provisions of Law No. 24 of the year 2018 of the State of Qatar issuing the Income Tax Law including, but not limited to: (i) Executive Regulations of the Income Tax Law No. 24 of 2018; (ii) the Decision of the Minister of Economy and Finance, N°10 of the year 2011; (iii) Circular N° 2/2011, Reference: MEF/10/19/11/1042, Date: 12/06/2011; (iv) Circular N°3/2011, Reference: MEF/10/19/11/1065, Date: 19/06/2011; and (v) all regulations and circulars issued thereunder or in connection therewith (the "**Income Tax Law**"). American hereby agrees that it shall fully comply with the provisions of the Income Tax Law, as may be amended from time to time. American shall be liable for any fines, interest, liabilities, and any other sanctions arising out of, or resulting from its failure to comply with the Income Tax Law.

20. JOINT MANAGEMENT COMMITTEE

- 20.1 Coincident with the execution of this Agreement, American and Qatar Airways will create a joint management committee (the "**Committee**"). American and Qatar Airways will each designate [REDACTED] management representatives to the Committee and each will have the right to replace its management designees at any time upon prior written notice to the other Party. The Committee will endeavor to meet annually (in person or by telephone) at a mutually agreed time and location and will meet at such additional times as it determines appropriate for the performance of its responsibilities or as reasonably requested by either Party. Each meeting will be conducted in accordance with an agenda to be determined as described below. Either Party may place an item on the agenda of any meeting of the Committee.
- 20.2 The Committee will oversee the management of the transactions and relationships contemplated in this Agreement, and, in that capacity, will review the planning and implementation of the cooperative services of American and Qatar Airways, and their respective airline Affiliates. The Committee will, as part of its responsibilities, monitor customer service quality, system development, performance of Codeshared Flights, marketing approach and techniques, shared use of facilities, frequent flyer arrangements, and all other aspects of the implementation, operation, and compliance with this Agreement, the Frequent Flyer Participating Carrier Agreements, and the Lounge Access Agreement (if any). The Committee will consider ways to improve the performance and efficiency of the cooperative services to reduce costs and to increase the benefits afforded to American and Qatar Airways by the relationship. The Committee will also actively consider, and endeavor to develop, opportunities for expanding the scope of the relationship between the Parties and their respective Affiliates. Areas for further cooperation may include, but are not limited to, ground handling, joint purchasing of fuel and other items, facilities consolidation, maintenance, insurance, and the provision of management services and systems by American and/or Qatar Airways and their respective Affiliates. The Committee will resolve any differences between the Parties on a fair and amicable basis. In performing its responsibilities, the Committee will be mindful of, and will comply with, all laws and regulations applicable to American and Qatar Airways, including, without limitation, laws and regulations governing competition between American and Qatar Airways.

21. **FORCE MAJEURE**

- 21.1 Except with respect to the performance of payment, confidentiality, and indemnity obligations, which shall be unconditional under this Agreement, neither Party shall be liable for delays in or failure to perform under this Agreement to the extent that such delay or failure (an "**Excusable Delay**") (a) is caused by any act of God, war, act of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, serious accident, epidemic or quarantine restriction, act of government or any other cause, whether similar or dissimilar, beyond the control of that Party; and (b) is not the result of that Party's lack of reasonable diligence. If an Excusable Delay continues for [REDACTED] or longer, the non-delayed Party shall have the right, at its option, to terminate this Agreement by giving the delayed Party at least [REDACTED] prior written notice.

22. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 22.1 This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws principles) including all matters of construction, validity and performance.
- 22.2 All disputes arising out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the United States District Court for the Southern District of New York.
- 22.3 Each Party irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York for legal proceedings arising out of or in connection with this Agreement or any transactions contemplated in this Agreement. Each Party, to the fullest extent it may effectively do so under substantive governing law applicable to this Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such court. Nothing in this Section 22 affects the right of any Party to serve process in any manner permitted by law, or limits any right that any Party may have to bring proceedings against the other Party in the courts of any jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.
- 22.4 Each Party irrevocably designates, appoints, authorizes and empowers as its agent for service of process the Secretary of State of the State of New York. In addition, (i) American designates C.T. Corporation System at its offices presently located at 111 Eighth Avenue, New York, NY 10011, and (ii) Qatar Airways designates Eric Odone at Qatar Airways office at 350, 5th Avenue, Suite 7630 New York, New York 10118, in each case of (i) and (ii), respectively, to receive and acknowledge on behalf of such Party any process, notices, or other documents that may be served in any suit, action, or proceeding of the nature referred to in this Section 22 in any State or Federal court sitting in New York. Each Party has empowered the Secretary of State of the State of New York, and American has empowered C.T. Corporation System and Qatar Airways has empowered Eric Odone, as its agent for service of process by the granting of power of attorney. Such designation and appointment will continue unless and until notice is given.
- 22.5 Qatar Airways and American each acknowledge that the transactions contemplated in this Agreement involve commercial activity carried on in the United States of America. To the extent that either Party or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise, including under the Foreign Sovereign Immunities Act of 1976 of the United States of America, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, that Party for itself and its property

does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction.

23. **DATA PROTECTION, PRIVACY AND COVENANT TO COMPLY WITH ALL LAWS**

- 23.1 The Parties shall comply with the data privacy supplement attached as Annex G (the "**Data Privacy Supplement**"). The obligations under the Data Privacy Supplement shall survive termination or expiration of the Agreement. Notwithstanding anything to the contrary, in the event of any conflict between the Data Privacy Supplement and the terms of this Agreement (including any other schedules or Annexes hereto and any other documents incorporated in this Agreement by reference), the Data Privacy Supplement shall control.
- 23.2 In performing its obligations under this Agreement, each Party shall, at its own cost and expense, fully comply (to the extent applicable to such Party) with, and have all required licenses under, all applicable federal, state, provincial and local laws, rules and regulations of the United States, Qatar and all third countries, including rules and regulations promulgated by the U.S. National Transportation Safety Board, U.S. Department of Transportation, U.S. Federal Aviation Administration, the U.S. Department of Defense, the U.S. Department of Homeland Security and the counterpart agencies in Qatar. Each Party further agrees to participate in (i) the Advance Passenger Information System (**APIS**) program whereby the Operating Carrier will, upon request, supply U.S. Customs and Border Protection ("**CBP**") with the required passenger manifest data from its flight(s) inbound to and outbound from the United States at the time of departure; (ii) the U.S. Department of Homeland Security ("**DHS**") Electronic System for Travel Authorization ("**ESTA**"), and (iii) the DHS Secure Flight program.
- 23.3 If either Party has notice that a provision of this Agreement is contrary to any Applicable Laws or governmental regulations, that Party shall immediately notify the other Party in writing, such notice to include a description of the perceived violation of regulation and supporting written materials that facilitate the other Party's investigation of such perceived violation.

24. **PUBLICITY**

Except as required by Applicable Law, neither Party may issue any written press release concerning this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

25. **CONFIDENTIALITY**

- 25.1 Except as necessary to obtain any Government Approvals or as otherwise provided below, each Party shall, and shall ensure that its directors, officers, employees, Affiliates, and professional advisors (collectively, the "**Representatives**"), at all times, maintain strict confidence and secrecy in respect of all Confidential Information of the other Party (including its Affiliates) received directly or indirectly as a result of this Agreement. If a Party (the "**Disclosing Party**") is requested to disclose any Confidential Information of the other Party (the "**Affected Party**") under the terms of a subpoena or order issued by a court or an order or request issued by a governmental authority (each a "**Request**"), it shall (a) notify the Affected Party immediately of the existence, terms, and circumstances surrounding such request, (b) consult with the Affected Party on the advisability of taking legally available steps to resist or narrow such Request and provide the Affected Party, reasonable time and assistance, as applicable under the terms of and circumstances surrounding such Request, to take appropriate action to resist or narrow such Request, and (c) if any disclosure of Confidential Information is required to prevent the Disclosing Party from being held in

contempt or subject to other legal penalty, furnish only such portion of the Confidential Information as it is required to disclose, as reasonably determined by the Disclosing Party's legal counsel, and use commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information. Each Party agrees to transmit Confidential Information only to such of its Representatives as required for the purpose of implementing and administering this Agreement, and shall inform such Representatives of the confidential nature of the Confidential Information and instruct such Representatives to treat such Confidential Information in a manner consistent with this Section 25.1.

- 25.2 Within [REDACTED] after the termination of this Agreement, each Party shall, either deliver to the other Party or destroy all copies of the other Party's Confidential Information in its possession or the possession of any of its Representatives (including, without limitation, any reports, memoranda or other materials prepared by such Party or at its direction) and purge all copies encoded or stored on magnetic or other electronic media or processors, unless and only to the extent that the Confidential Information is necessary for the continued administration and operation of such Party's programs or is reasonably necessary in connection with the resolution of any dispute between the Parties.
- 25.3 Each Party acknowledges and agrees that in the event of any breach of this Section 25, the Affected Party shall be irreparably and immediately harmed and could not be made whole by monetary Damages. Accordingly, it is agreed that, in addition to any other remedy at law or in equity, the Affected Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual Damages) to prevent breaches or threatened breaches of this Section 25 and/or to compel specific performance of this Section 25.
- 25.4 The confidentiality obligations of the Parties under this Section 25 shall survive the Termination Date or expiration of this Agreement for a period of [REDACTED]

26. ASSIGNMENT

Neither Party may assign or otherwise convey any of its rights under this Agreement, or delegate or subcontract any of its duties hereunder, without the prior written consent of the other Party; provided however, that each of American and Qatar Airways may assign, subcontract or delegate any of its rights, duties or obligations under this Agreement to any of its Affiliates provided that such assignment and/or delegation shall not relieve American or Qatar Airways of any of its obligations under this Agreement.

27. SEVERABILITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, such provision shall be severed from this Agreement in the jurisdiction in question and shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or the enforceability of such provision under the law of any other jurisdiction; unless, in the reasonable opinion of either Party, any such severance affects the commercial basis of this Agreement, in which case the Party shall so inform the other Party and the Parties shall negotiate in good faith to agree upon modification of this Agreement so as to maintain the balance of the commercial interests of the Parties. If, however, such negotiations are not successfully concluded within [REDACTED] from the date a Party has informed the other that the commercial basis has been affected, either Party may terminate this Agreement by giving at least [REDACTED] prior written notice to the other Party.

28. EXCLUSIVITY

- 28.1 This Agreement is non-exclusive and does not preclude either Party from entering into or maintaining marketing relationships, including codesharing, with other airlines, except that:

- (a) During the term of this Agreement, Qatar Airways shall not, and shall cause its Affiliates not to:
 - (i) place the Qatar Airways Code, or any Affiliate's Code, on any flight operated by Delta Air Lines (DL) or any of DL's Affiliates and/or United Airlines (UA) or any of UA's Affiliates, without American's prior written consent; or
 - (ii) permit Delta Air Lines (DL) or any of DL's Affiliates and/or United Airlines (UA) or any of UA's Affiliates, to place its Code on any flight operated by Qatar Airways or any Affiliate of Qatar Airways, without American's prior written consent.
- (b) During the term of this Agreement, American shall not, and shall cause its Affiliates not to:
 - (i) place the American Airlines Code, or any Affiliate's Code, on any flight operated by Emirates Airline (EK) or any of EK's Affiliates and/or Etihad Airways (EY) or any of EY's Affiliates, without Qatar Airways' prior written consent; or
 - (ii) permit Emirates Airline (EK) or any of EK's Affiliates and/or Etihad Airways (EY) or any of EY's Affiliates to place its Code on any flight operated by American or any Affiliate of American, without Qatar Airways' prior written consent.

28.2 The foregoing Section 28.1 shall not apply to:

- (a) codeshared arrangements currently in force between each of Qatar Airways and American and third-parties, and any future renewals or modifications of such commitments;
- (b) codeshared arrangements with air carriers that provide only air cargo services (i.e., no commercial passenger air transport services); or
- (c) codeshared arrangements with any member of the **oneworld™** Alliance.

29. FURTHER ASSURANCES

- 29.1 Each Party shall perform such further acts and execute and deliver such further instruments and documents at such Party's cost and expense as may be required by Applicable Law, rules or regulations or as may be reasonably requested by the other to carry out and effectuate the purposes of this Agreement.
- 29.2 If and to the extent the transactions or activities contemplated by this Agreement require the cooperation or participation of an Affiliate that is not a party hereto, then its Parent Carrier shall cause such Affiliate to cooperate or participate in such transaction or activity. Without limiting the generality of the foregoing, if such Affiliate operates as an Operating Carrier in connection with this Agreement and is not a party to a separate codesharing agreement or addendum hereto with respect to such operations, its Parent Carrier shall cause it to comply with all obligations imposed on an Operating Carrier hereunder as if such Affiliate were a party hereto. The Parent Carrier shall be jointly and severally obligated and liable with such Affiliate for all such obligations, including, without limitation, the indemnity and insurance requirements of this Agreement. In addition, the Parent Carrier shall cause such Affiliate to perform such acts and execute and deliver such further instruments and documents as may reasonably be required by the other Party to provide for such cooperation and participation,

including, without limitation, execution of an addendum providing for such Affiliate to become a party to this Agreement.

30. MISCELLANEOUS

- 30.1 This Agreement contains the entire agreement between the Parties relating to its subject matter, and supersedes any prior understandings or agreements between the Parties regarding the same subject matter. This Agreement may not be amended or modified except in writing signed by a duly authorized Representative of each Party.
- 30.2 The relationship of the Parties hereunder shall be that of independent contractors. Neither Party is intended to have, and neither of them shall represent to any other Person that it has, any power, right or authority to bind the other, or to assume, or create, any obligation or responsibility, express or implied, on behalf of the other, except as expressly required by this Agreement or as otherwise permitted in writing. Nothing in this Agreement shall be construed to create between the Parties and/or the Parties' Representatives any partnership, joint venture, employment relationship, franchise or agency (except that the Operating Carrier shall have supervisory control over all passengers during any Codeshared Flight, including any employees, agents or contractors of the Marketing Carrier who are on board any such Codeshared Flight).
- 30.3 In the event that there occurs a substantial change in market conditions in general or in the condition of either Party, which change is not substantially the result of an act or omission of the Party requesting a change or amendment to this Agreement, and which change has a material adverse effect on either Party to this Agreement, then American or Qatar Airways may propose a review of or amendment to this Agreement to limit or expand any of the terms, to extend the relationship to additional activities or city-pair destinations or otherwise to modify in any way the transactions or relationships contemplated in this Agreement. However, neither American nor Qatar Airways will have any obligation, for any reason, to effect such an amendment.
- 30.4 All rights, remedies and obligations of the Parties hereto shall accrue and apply solely to the Parties hereto and their permitted successors and assigns; there is no intent to benefit any third-parties, including the creditors of either Party.
- 30.5 This Agreement may be executed and delivered by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all of which taken together shall constitute one and the same instrument.
- 30.6 No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof of the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. The failure of any Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
- 30.7 This Agreement is the product of negotiations between Qatar Airways and American, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any Party by reason of ambiguity in language, rules of construction against the drafting Party, or similar doctrine.

30.8 Although translations of this Agreement may be made into any other language for the convenience of the Parties, the English version will govern for all purposes of the interpretation and performance of this Agreement.

30.9 Neither Party shall be liable for any exemplary, punitive, special or consequential Damages, including lost revenues, lost profits or lost prospective economic advantage, arising from any performance or failure to perform under this Agreement, even if such Party knew or should have known of the possibility thereof, and each Party hereby releases and waives any claims against the other Party regarding such Damages. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION TO INDEMNIFY THE OTHER IN ACCORDANCE WITH SECTION 17 FOR DAMAGES ARISING OUT OF OR RELATING TO A CLAIM, SUIT OR CAUSE OF ACTION BY A THIRD PARTY.

31. NOTICES

Unless otherwise expressly required in this Agreement or the Procedures Manual, all notices, reports, invoices and other communications required or permitted to be given to or made upon a Party to this Agreement shall be in writing, shall be addressed as provided below and shall be considered as properly given and received: (i) when delivered, if delivered in person (and a signed acknowledgment of receipt is obtained); (ii) [REDACTED] after dispatch, if dispatched by a recognized express delivery service that provides signed acknowledgments of receipt; or (iii) [REDACTED] after deposit in the applicable postal service delivery system. For the purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that either Party shall have the right to change its address for notice to any other location by giving at least [REDACTED] prior written notice to the other Party in the manner set forth above.

If to American Airlines, Inc.:

[REDACTED]

with a copy to:

[REDACTED]

If to Qatar Airways Group Q.C.S.C.:

[REDACTED]

with a copy to:

[REDACTED]



[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers, as of the Effective Date.

██████████
QATAR AIRWAYS GROUP Q.C.S.C.

██████████
AMERICAN AIRLINES, INC.

Attachments:

- Annex A – Definitions
- Annex B – Codeshared Routes
- Annex C – Minimum Standards of Ground and In-Flight Services
- Annex D – Reserved
- Annex E – Financial Settlement
- Annex F – Governmental Approvals
- Annex G – Data Privacy Supplement

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ANNEX A DEFINITIONS

"Affected Party" has the meaning assigned to such term in Section 25.1.

"Affiliate" means, with respect to any Person or entity, any other Person or entity directly or indirectly controlling, controlled by, or under common control with, such Person or entity. 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 Person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning assigned in the preamble to this Agreement.

"Airline Guides" means the printed and electronic data versions of the "Official Airline Guide" and the "ABC World Airlines Guide," and their respective successors.

"American" has the meaning assigned in the preamble to this Agreement.

"APIS" has the meaning assigned to such term in Section 23.2.

"Applicable Law" means all applicable laws of any jurisdiction including securities laws, competition and anti-trust laws, tax laws, tariff and trade laws, ordinances, judgments, decrees, injunctions, writs, and orders or like actions of any Competent Authority and the rules, regulations, orders or like actions of any Competent Authority and the interpretations, licenses, and permits of any Competent Authority.

"Assessment" has the meaning assigned to such term in Section 19.6.

"ATPCO" means the Airline Tariff Publishing Company.

"Authorized Affiliate" means (a) with respect to American, (i) Envoy Air Inc. (f/k/a American Eagle Airlines, Inc.), Piedmont Airlines, Inc., and PSA Airlines, Inc., to the extent each of them operates flights with American's Code under the "American Eagle" brand, and (ii) any other air carrier to the extent it operates flights with American's Code under the name "American Eagle"; and (b) with respect to Qatar Airways, currently no other carrier.

"Business Day" means any day other than a Friday, Saturday, Sunday or any other day in which banking institutions in New York, New York USA, are required by law, regulation or executive order to be closed or any other day announced by a Competent Authority as a public holiday in Doha, Qatar.

"Carrier Code Box" means (i) for paper tickets, the field containing the two character airline designator code as defined in IATA Resolution 727, or (ii) for electronic (or e-) tickets the three alphanumeric characters contained in the "Sold Airline Designator (Marketing Carrier)" field as defined in IATA Resolution 722f.

"CBP" has the meaning assigned to such term in Section 23.2.

"Code" means the two (2) character identifier assigned to a carrier by IATA for the purpose of exchanging interline carrier messages in accordance with AIRIMP procedures.

"Codeshare Commission" has the meaning assigned to such term in Section 6.2.

"Codeshared Flight" means a flight on which both Parties have placed their respective Codes, as defined in Section 2.1 and Annex B.

"Codeshared Routes" or "Routes" means the city-pair markets set out in Annex B.

“Codeshared Passenger” means a passenger traveling on a Marketing Carrier Flight Coupon.

“Committee” has the meaning assigned to such term in Section 20.1.

“Competent Authorities” means any supranational, national, federal, state, county, local, regulatory or municipal government body, bureau, commission, board, board of arbitration, instrumentality, authority, agency, court, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) having jurisdiction over this Agreement or either Party.

“Conditions of Carriage” means those conditions of contract tariffs and rules of carriage of a Party that govern the transport of passengers traveling on tickets showing such Party’s Code in the Carrier Code Box of the flight coupon.

“Confidential Information” means (a) all confidential or proprietary information of a Party, including, without limitation, trade secrets, information concerning past, present and future research, development, business activities and affairs, finances, properties, methods of operation, processes and systems, customer lists, customer information (such as passenger name record or “PNR” data) and computer procedures and access codes; (b) the terms and conditions of this Agreement and any reports, invoices or other communications between the Parties given in connection with the negotiation or performance of this Agreement; and (c) excludes (i) information already in a Party’s possession prior to its disclosure by the other Party; (ii) information obtained from a third Person or entity that is not prohibited from transmitting such information to the receiving Party as a result of a contractual, legal or fiduciary obligation to the Party whose information is being disclosed; (iii) information that is or becomes generally available to the public, other than as a result of disclosure by a Party in violation of this Agreement; or (iv) information that has been or is independently acquired or developed by a Party, or its Affiliate, without violating any of its obligations under this Agreement.

“CRS” means a computerized reservations system owned or operated by any entity, including either Party to this Agreement, that contains information about commercial airline schedules, fares, cargo rates, passenger and cargo tariff rules and flight availability that is made available to travel agents, cargo agents and other non-airline entities to facilitate their ability to make reservations and issue tickets and air waybills.

“Damages” means all third party claims, suits, causes of action, penalties, liabilities, judgments, demands, recoveries, awards, settlements, penalties, fines, losses and expenses of any nature or kind whatsoever (including, without limitation, internal expenses of the Indemnified Party, such as employee salaries and the costs of cooperating in the investigation, preparation or defense of claims) under the laws of any jurisdiction (whether arising in tort, contract, under the Warsaw Convention, as amended, or the Montreal Convention of 1999, as amended, and related instruments or otherwise), including reasonable costs and expenses of investigating, preparing or defending any claim, suit, action or proceeding (including post judgment and appellate proceedings or proceedings that are incidental to the successful establishment of a right of indemnification), such as reasonable attorneys’ fees and fees for expert witnesses, consultants and litigation support services.

“Data Privacy Supplement” has the meaning assigned to such term in Section 23.1.

“DHS” has the meaning assigned to such term in Section 23.2.

“Disclosing Party” has the meaning assigned to such term in Section 25.1.

“Effective Date” has the meaning assigned to such term in Section 16.1.

“ESTA” has the meaning assigned to such term in Section 23.2.

“Excusable Delay” has the meaning assigned to such term in Section 21.

“Frequent Flyer Participating Carrier Agreements” means the agreements, from time to time, between the Parties relating to the participation of one Party in the other Party’s frequent flyer program.

“FTP” has the meaning assigned to such term in Section 6.3.

“Governmental Approvals” means any authorizations, licenses, certificates, exemptions, designations, or other approvals of Competent Authorities that are reasonably required (in the opinion of either Party) for the operation of the Codeshared Flights.

“IATA” means the International Air Transport Association.

“IATA Clearing House” means the clearing house established by IATA to administer and implement revenue settlement by reference to the Revenue Accounting Manual published by IATA.

“IATA PMP” has the meaning assigned to such term in Section 6.2(a).

“Implementation Date” means the date of the first codeshare service operated under this Agreement.

“Inadmissible Passengers” has the meaning defined in IATA Resolution 701, as modified, supplemented or amended from time to time.

“Income Tax Law” has the meaning assigned to such term in Section 19.7.

“Indemnification Notice” has the meaning assigned to such term in Section 17.3.

“Indemnified Party” has the meaning assigned to such term in Section 17.3.

“Indemnifying Party” has the meaning assigned to such term in Section 17.3.

“Interactive Availability”, also known as **“Seamless Availability”** or **“Cascading Availability”**, means the transmission of POS data access to partner’s availability via EDIFACT messaging, allowing the Marketing Carrier to query in real time inventory from the Operating Carrier.

“Interactive Sell” also known as **“Seamless Sell”** or **“Cascading Sell”**, means the transmission of POS data access to the other Party’s real-time, last seat availability via EDIFACT messaging, allowing the Marketing Carrier to decrease inventory from the Operating Carrier at time of sell, protecting against codeshare oversales.

“Interline Service Charge” means the payment by the carrier lifting the ticket to the Ticketing Carrier, according to the industry program for compensation for the Ticketing Carrier’s commission sales costs currently set forth in IATA Passenger Services Conference Resolutions 780b and 780d or as agreed between the respective carriers.

“Interline Traffic Agreement” or **“ITA”** means that certain Interline Traffic Agreement entered into by the Parties, as may be amended, supplemented or modified from time to time.

“IOSA” has the meaning assigned to such term in Section 3.1(c).

“Licensed Trademark” has the meaning assigned to such term in Section 13.3.

“Lounge Access Agreement” means the agreement, if any, between the Parties relating to the access to a Party’s airport lounges by the other Party’s Codeshared Passengers traveling on a Codeshared Flight.

“Marketing Carrier” means the air carrier whose Code is shown in the Carrier Code Box of a flight coupon for a Codeshared Flight but which is not the Operating Carrier.

"Marketing Carrier Flight Coupon" means a flight coupon (electronic or paper) of a ticket issued by the Marketing Carrier, Operating Carrier or a third party for travel on a Codeshared Flight showing the Marketing Carrier's Code (i) in the carrier code box in the case of a paper ticket, and (ii) in the transporting carrier field in the case of an electronic ticket.

"Marketing Carrier Indemnified Party" has the meaning assigned to such term in Section 17.1.

"Marketing Carrier Reviews" has the meaning assigned to such term in Section 10.3.

"Marketing Carrier Ticket" means a ticket issued by the Marketing Carrier, Operating Carrier or a third-party that contains at least one Marketing Carrier Flight Coupon.

"Marketing Flight(s)" means a Codeshared Flight when displayed, sold, or referred to as a flight of the Marketing Carrier rather than a flight of the Operating Carrier, such as when using the Marketing Carrier's name, designator Code and/or flight number.

"Mutual Emergency Assistance Agreement" means (i) as long as both Parties are members of the oneworld™ Alliance, the agreement between the members of the oneworld™ Alliance relating to provision of assistance by one member of the oneworld™ Alliance to another member of the oneworld™ Alliance in the event of aircraft emergency, as amended, modified or supplemented from time to time, and (ii) if either Party or both Parties are no longer members of the oneworld™ Alliance, the agreement to be entered into between the Parties relating to provision of assistance by one Party to the other Party in the event of aircraft emergency.

"oneworld™ Alliance" means the globally branded multilateral airline alliance in which American and Qatar Airways participate.

"Operating Carrier" means the air carrier having operational control of an aircraft used for a given Codeshared Flight.

"Operating Carrier Indemnified Party" has the meaning assigned to such term in Section 16.2.

"Parent Carrier" means American or Qatar Airways, when referenced in relation to another carrier that is not a party to this Agreement and to which American or Qatar Airways, as applicable, is Affiliated or from which it wet leases aircraft, as applicable.

"Party" or **"Parties"** means either or both of American and Qatar Airways, as the context requires.

"Payee" has the meaning assigned to such term in Section 19.4.

"Payor" has the meaning assigned to such term in Section 19.4.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization [or (except for the definition of "Affiliate" herein) government or any agency, authority or political subdivision of a government].

"Procedures Manual" means a detailed procedures manual prepared by the Parties for implementing the transactions contemplated by this Agreement.

"Qatar" means the State of Qatar.

"Qatar Airways" has the meaning assigned in the preamble to this Agreement.

"RBD" means Reservation Booking Designator.

"Representatives" has the meaning assigned to such term in Section 25.1.

"Request" has the meaning assigned to such term in Section 25.1.

"Reservations System" means the internal computerized airline passenger or cargo reservations system used by the personnel of an airline that contains information about flight schedules, fares, cargo rates, passenger and cargo tariff rules and seat availability of that airline and other carriers, and provides the ability to make reservations and issue tickets or air waybills.

"Rules" has the meaning assigned to such term in Section 22.2.

"Special Prorate Agreement" means any bilateral agreement, from time to time, between the Parties or between the Operating Carrier and the Ticketing Carrier, as applicable, relating to the proration of interline revenue.

"Taxes" means all taxes, assessments, fees, levies, imposts, duties, stamp taxes, documentary taxes or other charges of a similar nature, including, without limitation, income taxes, value-added taxes, sales taxes, excise taxes, transactional taxes, exchange control taxes and/or fees, and interest and penalties related to the foregoing, but excluding Ticket Taxes, that may be imposed by any Competent Authority.

"TCN" means Transaction Control Number, which represents an electronic collection of all the sales information contained on the auditor's coupon of a ticket.

"TCN Codeshare Agreement" means an agreement between the Parties to be filed with ATPCO listing the range of Marketing Flight numbers and supporting the release of certain ticket sales information by ATPCO to the Operating Carrier of a Codeshared Flight.

"Termination Date" means 23:59 Coordinated Universal Standard Time on the date provided in the notice of termination given in accordance with Section 16.1.

"Ticketing Carrier" means a carrier whose traffic documents are used to issue a ticket.

"Ticket Handling Fee" means the payment by the carrier lifting the ticket to the Ticketing Carrier for expenses incurred as a result of issuing the ticket. Such payment is a percentage, agreed upon bilaterally by the Parties, of the prorated value billed by the carrier that lifted the ticket.

"Ticket Taxes" means any transactional taxes or passenger facility charges, including, without limitation, sales taxes, use taxes, stamp taxes, excise taxes, value added taxes, gross receipts taxes, departure taxes, surcharges and travel taxes, and all related charges, fees, licenses or assessments (and any interest or penalty thereon) imposed on passengers (or which air carriers or their agents are required to collect from passengers) by any authority in any country, or political subdivision thereof or public authority operating therein (including, without limitation any national, federal, state, provincial, territorial, local, municipal, port or airport authority) or which are levied upon passengers by operation of Applicable Law or industry standard.

"US\$" or "\$" or "Dollars" means lawful currency of the United States of America.

"U.S." or "United States" means the fifty states of the United States of America, the District of Columbia and the Commonwealth of Puerto Rico.

ANNEX B CODESHARED ROUTES

The Parties shall mutually designate certain flights serving the Codeshared Routes shown below on which the Parties shall place their respective Codes. The implementation date for each Codeshared Route shall occur on a date to be mutually agreed by the Parties, subject to obtaining all Governmental Approvals. In the event that all Governmental Approvals have not been obtained by such mutually agreed date for some particular Codeshared Route(s), then the implementation date for each such Codeshared Route shall occur at a later date as mutually agreed by the Parties.

Codeshared Routes:

Between Doha (DOH) and		Operated by:
ATL	Atlanta, GA, US	QR
BOS	Boston, MA, US	QR
DFW	Dallas/Fort Worth, TX, US	QR
IAD	Washington (Dulles), VA, US	QR
IAH	Houston (Intercontinental), TX, US	QR
JFK	New York (JFK), NY, US	QR
LAX	Los Angeles, CA, US	QR
MIA	Miami, FL, US	QR
ORD	Chicago (O'Hare), IL, US	QR
PHL	Philadelphia, PA, US	QR
AMS	Amsterdam, Netherlands	QR
ATH	Athens, Greece	QR
BCN	Barcelona, Spain	QR
BUD	Budapest, Hungary	QR
DUB	Dublin, Ireland	QR
CDG	Paris (De Gaulle), France	QR
FCO	Rome (Fiumicino), Italy	QR
FRA	Frankfurt, Germany	QR
LIS	Lisbon, Portugal	QR
LHR	London (Heathrow), UK	QR
MAD	Madrid, Spain	QR
MAN	Manchester, UK	QR
MUC	Munich, Germany	QR
MXP	Milan (Malpensa), Italy	QR
PRG	Prague, Czech Republic	QR
ZRH	Zurich, Switzerland	QR
ACC	Accra, Ghana	QR
ADA	Adana, Turkey	QR
ADB	Izmir, Turkey	QR
ADD	Addis Ababa, Ethiopia	QR
ALA	Almaty, Kazakhstan	QR
AMD	Ahmedabad, India	QR
ATQ	Amritsar, India	QR
AYT	Antalya, Turkey	QR
BJV	Bodrum, Turkey	QR
BKK	Bangkok, Thailand	QR
BLR	Bengaluru, India	QR
BOM	Mumbai, India	QR
CCJ	Kozhikode, India	QR
CCU	Kolkata, India	QR
CGK	Jakarta, Indonesia	QR

CMB	Colombo, Sri Lanka	QR
CNX	Chiang Mai, Thailand	QR
COK	Kochi, India	QR
DAC	Dhaka, Bangladesh	QR
DAD	Da Nang, Vietnam	QR
DAR	Dar es Salaam, Tanzania	QR
DEL	New Delhi, India	QR
DPS	Denpasar, Indonesia	QR
EBB	Entebbe, Uganda	QR
ESB	Ankara, Turkey	QR
EVN	Yerevan, Armenia	QR
GBE	Gaborone, Botswana	QR
GOI	Goa, India	QR
GYD	Baku, Azerbaijan	QR
HAN	Hanoi, Vietnam	QR
HKT	Phuket, Thailand	QR
HYD	Hyderabad, India	QR
ISB	Islamabad, Pakistan	QR
JIB	Djibouti, Djibouti	QR
JRO	Kilimanjaro, Tanzania	QR
KBP	Kiev, Ukraine	QR
KBV	Krabi, Thailand	QR
KGL	Kigali, Rwanda	QR
KHI	Karachi, Pakistan	QR
KTM	Kathmandu, Nepal	QR
KUL	Kuala Lumpur, Malaysia	QR
KWI	Kuwait City, Kuwait	QR
LAD	Luanda, Angola	QR
LGK	Langkawi, Malaysia	QR
LHE	Lahore, Pakistan	QR
LYP	Faisalabad, Pakistan	QR
MAA	Chennai, India	QR
MBA	Mombasa, Kenya	QR
MCT	Muscat, Oman	QR
MLE	Male, Maldives	QR
MPM	Maputo, Mozambique	QR
MUX	Multan, Pakistan	QR
NAG	Nagpur, India	QR
NBO	Nairobi, Kenya	QR
OHS	Sohar, Oman	QR
PEN	Penang, Malaysia	QR
PEW	Peshawar, Pakistan	QR
PNH	Phnom Penh, Cambodia	QR
REP	Siem Reap, Cambodia	QR
RGN	Yangon, Myanmar	QR
SAW	Istanbul, Turkey	QR
SEZ	Mahe, Seychelles	QR
SGN	Ho Chi Minh City, Vietnam	QR
SIN	Singapore, Singapore	QR
SKT	Sialkot, Pakistan	QR
SLL	Salalah, Oman	QR
TBS	Tbilisi, Georgia	QR
TRV	Thiruvananthapuram, India	QR

TSE	Nur-Sultan, Kazakhstan	QR
TZX	Trabzon, Turkey	QR
WDH	Windhoek, Namibia	QR
ZNZ	Zanzibar, Tanzania	QR

Between Chicago (ORD) and		Operated by:
ABE	Allentown, PA, US	AA
ABQ	Albuquerque, NM, US	AA
ALB	Albany, NY, US	AA
ALO	Waterloo, IA, US	AA
ANC	Anchorage, AK, US	AA
ASE	Aspen, CO, US	AA
ATL	Atlanta, GA, US	AA
ATW	Appleton, WI, US	AA
AUA	Aruba, Aruba	AA
AUS	Austin, TX, US	AA
AVP	Wilkes-Barre/Scranton, PA, US	AA
AZO	Kalamazoo/Battle Creek, MI, US	AA
BDL	Hartford, CT, US	AA
BGR	Bangor, ME, US	AA
BHM	Birmingham, AL, US	AA
BMI	Bloomington/Normal, IL, US	AA
BNA	Nashville, TN, US	AA
BOI	Boise, ID, US	AA
BOS	Boston, MA, US	AA
BTV	Burlington, VT, US	AA
BUF	Buffalo, NY, US	AA
BWI	Baltimore/Washington, MD, US	AA
BZN	Bozeman, MT, US	AA
CAK	Akron/Canton, OH, US	AA
CHA	Chattanooga, TN, US	AA
CHO	Charlottesville, VA, US	AA
CHS	Charleston, SC, US	AA
CID	Cedar Rapids, IA, US	AA
CLE	Cleveland, OH, US	AA
CLT	Charlotte, NC, US	AA
CMH	Columbus, OH, US	AA
CMI	Champaign/Urbana, IL, US	AA
COS	Colorado Springs, CO, US	AA
COU	Columbia, MO, US	AA
CRW	Charleston, WV, US	AA
CUN	Cancun, Mexico	AA
CVG	Cincinnati, OH/Covington, KY, US	AA
CWA	Wausau, WI, US	AA
CZM	Cozumel, Mexico	AA
DAY	Dayton, OH, US	AA
DBQ	Dubuque, IA, US	AA
DCA	Washington (National), DC, US	AA
DEN	Denver, CO, US	AA

DFW	Dallas/Fort Worth, TX, US	AA
DLH	Duluth, MN, US	AA
DRO	Durango, CO, US	AA
DSM	Des Moines, IA, US	AA
DTW	Detroit, MI, US	AA
ECP	Panama City, FL, US	AA
EGE	Vail/Eagle, CO, US	AA
ELP	El Paso, TX, US	AA
ERI	Erie, PA, US	AA
EVV	Evansville, IN, US	AA
EWR	Newark, NJ, US	AA
EYW	Key West, FL, US	AA
FAI	Fairbanks, AK, US	AA
FAR	Fargo, ND, US	AA
FCA	Kalispell/Glacier, MT, US	AA
FLL	Fort Lauderdale, FL, US	AA
FNT	Flint, MI, US	AA
FSD	Sioux Falls, SD, US	AA
FWA	Fort Wayne, IN, US	AA
GCM	Grand Cayman, Cayman Islands	AA
GRB	Green Bay, WI, US	AA
GRR	Grand Rapids, MI, US	AA
GSO	Greensboro, NC, US	AA
GSP	Greenville/Spartanburg, SC, US	AA
GUA	Guatemala City, Guatemala	AA
HDN	Hayden, CO, US	AA
HHH	Hilton Head Island, SC, US	AA
HNL	Honolulu/Oahu, HI, US	AA
HPN	White Plains, NY, US	AA
HSV	Huntsville/Decatur, AL, US	AA
IAH	Houston (Intercontinental), TX, US	AA
ICT	Wichita, KS, US	AA
ILM	Wilmington, NC, US	AA
IND	Indianapolis, IN, US	AA
JAC	Jackson Hole, WY, US	AA
JAX	Jacksonville, FL, US	AA
JFK	New York (JFK), NY, US	AA
JLN	Joplin, MO, US	AA
LAN	Lansing, MI, US	AA
LAS	Las Vegas, NV, US	AA
LAX	Los Angeles, CA, US	AA
LEX	Lexington, KY, US	AA
LGA	New York (La Guardia), NY, US	AA
LIT	Little Rock, AR, US	AA
LSE	La Crosse, WI, US	AA
MBJ	Montego Bay, Jamaica	AA
MCI	Kansas City, MO, US	AA
MCO	Orlando, FL, US	AA
MDT	Harrisburg, PA, US	AA

MEI	Meridian, MS, US	AA
MEM	Memphis, TN, US	AA
MHK	Manhattan, KS, US	AA
MHT	Manchester, NH, US	AA
MIA	Miami, FL, US	AA
MKE	Milwaukee, WI, US	AA
MLI	Moline, IL, US	AA
MQT	Marquette, MI, US	AA
MSN	Madison, WI, US	AA
MSO	Missoula, MT, US	AA
MSP	Minneapolis/St. Paul, MN, US	AA
MSY	New Orleans, LA, US	AA
MTJ	Montrose, CO, US	AA
MYR	Myrtle Beach, SC, US	AA
NAS	Nassau, Bahamas	AA
OKC	Oklahoma City, OK, US	AA
OMA	Omaha, NE, US	AA
ONT	Ontario, CA, US	AA
ORF	Norfolk, VA, US	AA
PBI	West Palm Beach, FL, US	AA
PDX	Portland, OR, US	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA
PIA	Peoria, IL, US	AA
PIT	Pittsburgh, PA, US	AA
PLS	Providenciales, Turks & Caicos	AA
PNS	Pensacola, FL, US	AA
PSP	Palm Springs, CA, US	AA
PUJ	Punta Cana, Dominican Republic	AA
PVD	Providence, RI, US	AA
PVR	Puerto Vallarta, Mexico	AA
PWM	Portland, ME, US	AA
RAP	Rapid City, SD, US	AA
RDU	Raleigh/Durham, NC, US	AA
RIC	Richmond, VA, US	AA
RNO	Reno, NV, US	AA
ROC	Rochester, NY, US	AA
RST	Rochester, MN, US	AA
RSW	Fort Myers, FL, US	AA
SAN	San Diego, CA, US	AA
SAT	San Antonio, TX, US	AA
SAV	Savannah, GA, US	AA
SBN	South Bend, IN, US	AA
SCE	State College, PA, US	AA
SDF	Louisville, KY, US	AA
SEA	Seattle, WA, US	AA
SFO	San Francisco, CA, US	AA
SGF	Springfield, MO, US	AA
SJC	San Jose, CA, US	AA

SJD	San Jose del Cabo, Mexico	AA
SJU	San Juan, PR	AA
SLC	Salt Lake City, UT, US	AA
SMF	Sacramento, CA, US	AA
SNA	Orange County, CA, US	AA
SPI	Springfield, IL, US	AA
SRQ	Sarasota/Bradenton, FL, US	AA
STL	St. Louis, MO, US	AA
STT	St Thomas Island, US Virgin Islands, US	AA
SUX	Sioux City, IA, US	AA
SYR	Syracuse, NY, US	AA
TOL	Toledo, OH, US	AA
TPA	Tampa, FL, US	AA
TUL	Tulsa, OK, US	AA
TUS	Tucson, AZ, US	AA
TVC	Traverse City, MI, US	AA
TYS	Knoxville, TN, US	AA
UVF	St. Lucia, Saint Lucia	AA
VPS	Destin/Ft Walton Beach, FL, US	AA
XNA	Fayetteville/Springdale, AR, US	AA
YQB	Quebec, QC, Canada	AA
YUL	Montreal (PET), QC, Canada	AA
YVR	Vancouver, BC, Canada	AA
YYC	Calgary, AB, Canada	AA
YYZ	Toronto, ON, Canada	AA
ATH	Athens, Greece	AA
BCN	Barcelona, Spain	AA
BUD	Budapest, Hungary	AA
CDG	Paris (De Gaulle), France	AA
DUB	Dublin, Ireland	AA
FCO	Rome (Fiumicino), Italy	AA
LHR	London (Heathrow), UK	AA
PRG	Prague, Czech Republic	AA
VCE	Venice, Italy	AA

Between Dallas-Fort Worth (DFW) and		Operated by:
ABI	Abilene, TX, US	AA
ABQ	Albuquerque, NM, US	AA
ACA	Acapulco, Mexico	AA
ACT	Waco, TX, US	AA
AEX	Alexandria, LA, US	AA
AGS	Augusta, GA, US	AA
AGU	Aguascalientes, Mexico	AA
AMA	Amarillo, TX, US	AA
ANC	Anchorage, AK, US	AA
ASE	Aspen, CO, US	AA
ATL	Atlanta, GA, US	AA
AUA	Aruba, Aruba	AA
AUS	Austin, TX, US	AA
AVL	Asheville/Hendersonville, NC, US	AA

BDL	Hartford, CT, US	AA
BFL	Bakersfield, CA, US	AA
BHM	Birmingham, AL, US	AA
BIL	Billings, MT, US	AA
BIS	Bismarck, ND, US	AA
BJX	Leon/Guanajuato, Mexico	AA
BMI	Bloomington/Normal, IL, US	AA
BNA	Nashville, TN, US	AA
BOG	Bogota, Colombia	AA
BOI	Boise, ID, US	AA
BOS	Boston, MA, US	AA
BPT	Beaumont/Port Arthur, TX, US	AA
BRO	Brownsville, TX, US	AA
BTR	Baton Rouge, LA, US	AA
BUF	Buffalo, NY, US	AA
BUR	Burbank, CA, US	AA
BWI	Baltimore/Washington, MD, US	AA
BZE	Belize City, Belize	AA
BZN	Bozeman, MT, US	AA
CAE	Columbia, SC, US	AA
CHA	Chattanooga, TN, US	AA
CHS	Charleston, SC, US	AA
CID	Cedar Rapids, IA, US	AA
CLE	Cleveland, OH, US	AA
CLL	College Station, TX, US	AA
CLT	Charlotte, NC, US	AA
CMH	Columbus, OH, US	AA
CMI	Champaign/Urbana, IL, US	AA
COS	Colorado Springs, CO, US	AA
COU	Columbia, MO, US	AA
CRP	Corpus Christi, TX, US	AA
CUN	Cancun, Mexico	AA
CUU	Chihuahua, Mexico	AA
CVG	Cincinnati, OH/Covington, KY, US	AA
CYS	Cheyenne, WY, US	AA
CZM	Cozumel, Mexico	AA
DAY	Dayton, OH, US	AA
DCA	Washington (National), DC, US	AA
DEN	Denver, CO, US	AA
DGO	Durango, Mexico	AA
DRO	Durango, CO, US	AA
DRT	Del Rio, TX, US	AA
DSM	Des Moines, IA, US	AA
DTW	Detroit, MI, US	AA
ECP	Panama City, FL, US	AA
EGE	Vail/Eagle, CO, US	AA
ELP	El Paso, TX, US	AA
EVV	Evansville, IN, US	AA
EWR	Newark, NJ, US	AA
EYW	Key West, FL, US	AA
EZE	Buenos Aires, Argentina	AA

FAI	Fairbanks, AK, US	AA
FAR	Fargo, ND, US	AA
FAT	Fresno, CA, US	AA
FCA	Kalispell/Glacier, MT, US	AA
FLG	Grand Canyon, AZ, US	AA
FLL	Fort Lauderdale, FL, US	AA
FSD	Sioux Falls, SD, US	AA
FSM	Fort Smith, AR, US	AA
GCK	Garden City, KS, US	AA
GCM	Grand Cayman, Cayman Islands	AA
GDL	Guadalajara, Mexico	AA
GEG	Spokane, WA, US	AA
GGG	Longview, TX, US	AA
GJT	Grand Junction, CO, US	AA
GNV	Gainesville, FL, US	AA
GPT	Gulfport/Biloxi, MS, US	AA
GRI	Grand Island, NE, US	AA
GRK	Killeen/Fort Hood, TX, US	AA
GRR	Grand Rapids, MI, US	AA
GRU	Sao Paulo, Brazil	AA
GSO	Greensboro, NC, US	AA
GSP	Greenville/Spartanburg, SC, US	AA
GUA	Guatemala City, Guatemala	AA
GUC	Gunnison, CO, US	AA
GYE	Guayaquil, Ecuador	AA
HDN	Hayden, CO, US	AA
HHH	Hilton Head Island, SC, US	AA
HNL	Honolulu/Oahu, HI, US	AA
HOU	Houston (Hobby), TX, US	AA
HRL	Harlingen, TX, US	AA
HSV	Huntsville/Decatur, AL, US	AA
HUX	Huatulco, Mexico	AA
IAD	Washington (Dulles), VA, US	AA
IAH	Houston (Intercontinental), TX, US	AA
ICT	Wichita, KS, US	AA
ILM	Wilmington, NC, US	AA
IND	Indianapolis, IN, US	AA
JAC	Jackson Hole, WY, US	AA
JAN	Jackson, MS, US	AA
JAX	Jacksonville, FL, US	AA
JFK	New York (JFK), NY, US	AA
JLN	Joplin, MO, US	AA
KOA	Kona/Hawaii, HI, US	AA
LAS	Las Vegas, NV, US	AA
LAW	Lawton/Fort Sill, OK, US	AA
LAX	Los Angeles, CA, US	AA
LBB	Lubbock, TX, US	AA
LCH	Lake Charles, LA, US	AA
LEX	Lexington, KY, US	AA
LFT	Lafayette, LA, US	AA
LGA	New York (La Guardia), NY, US	AA
LIM	Lima, Peru	AA

LIR	Liberia, Costa Rica	AA
LIT	Little Rock, AR, US	AA
LRD	Laredo, TX, US	AA
MAF	Midland/Odessa, TX, US	AA
MBJ	Montego Bay, Jamaica	AA
MCI	Kansas City, MO, US	AA
MCO	Orlando, FL, US	AA
MDT	Harrisburg, PA, US	AA
MEI	Meridian, MS, US	AA
MEM	Memphis, TN, US	AA
MEX	Mexico City, Mexico	AA
MFE	McAllen, TX, US	AA
MGA	Managua, Nicaragua	AA
MGM	Montgomery, AL, US	AA
MHK	Manhattan, KS, US	AA
MIA	Miami, FL, US	AA
MKE	Milwaukee, WI, US	AA
MLI	Moline, IL, US	AA
MLM	Morelia, Mexico	AA
MLU	Monroe, LA, US	AA
MOB	Mobile, AL, US	AA
MRY	Monterey, CA, US	AA
MSN	Madison, WI, US	AA
MSO	Missoula, MT, US	AA
MSP	Minneapolis/St. Paul, MN, US	AA
MSY	New Orleans, LA, US	AA
MTJ	Montrose, CO, US	AA
MTY	Monterrey, Mexico	AA
MYR	Myrtle Beach, SC, US	AA
MZT	Mazatlan, Mexico	AA
NAS	Nassau, Bahamas	AA
OAK	Oakland, CA, US	AA
OAX	Oaxaca, Mexico	AA
OGG	Kahului/Maui, HI, US	AA
OKC	Oklahoma City, OK, US	AA
OMA	Omaha, NE, US	AA
ONT	Ontario, CA, US	AA
ORD	Chicago (O'Hare), IL, US	AA
ORF	Norfolk, VA, US	AA
PBI	West Palm Beach, FL, US	AA
PDX	Portland, OR, US	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA
PIA	Peoria, IL, US	AA
PIB	Hattiesburg/Laurel, MS, US	AA
PIT	Pittsburgh, PA, US	AA
PLS	Providenciales, Turks & Caicos	AA
PNS	Pensacola, FL, US	AA
PSP	Palm Springs, CA, US	AA
PUJ	Punta Cana, Dominican Republic	AA
PVR	Puerto Vallarta, Mexico	AA
PWM	Portland, ME, US	AA

QRO	Queretaro, Mexico	AA
RAP	Rapid City, SD, US	AA
RDU	Raleigh/Durham, NC, US	AA
RIC	Richmond, VA, US	AA
RNO	Reno, NV, US	AA
ROW	Roswell, NM, US	AA
RSW	Fort Myers, FL, US	AA
RTB	Roatan, Honduras	AA
SAF	Santa Fe, NM, US	AA
SAL	San Salvador, San Salvador	AA
SAN	San Diego, CA, US	AA
SAP	San Pedro Sula, Honduras	AA
SAT	San Antonio, TX, US	AA
SAV	Savannah, GA, US	AA
SBA	Santa Barbara, CA, US	AA
SBN	South Bend, IN, US	AA
SBP	San Luis Obispo, CA, US	AA
SCL	Santiago, Chile	AA
SDF	Louisville, KY, US	AA
SDQ	Santo Domingo, Dominican Republic	AA
SEA	Seattle, WA, US	AA
SFO	San Francisco, CA, US	AA
SGF	Springfield, MO, US	AA
SGU	St. George, UT, US	AA
SHV	Shreveport, LA, US	AA
SJC	San Jose, CA, US	AA
SJD	San Jose del Cabo, Mexico	AA
SJO	San Jose, Costa Rica	AA
SJT	San Angelo, TX, US	AA
SJU	San Juan, Puerto Rico, US	AA
SKB	St. Kitts, St. Kitts & Nevis	AA
SLC	Salt Lake City, UT, US	AA
SLP	San Luis Potosi, Mexico	AA
SMF	Sacramento, CA, US	AA
SNA	Orange County, CA, US	AA
SPI	Springfield, IL, US	AA
SPS	Wichita Falls, TX, US	AA
SRQ	Sarasota/Bradenton, FL, US	AA
STL	St Louis, MO, US	AA
STS	Santa Rosa, CA, US	AA
STT	St Thomas Island, US Virgin Islands, US	AA
SUX	Sioux City, IA, US	AA
SWO	Stillwater, OK, US	AA
TGU	Tegucigalpa, Honduras	AA
TLH	Tallahassee, FL, US	AA
TPA	Tampa, FL, US	AA
TRC	Torreon, Mexico	AA
TRI	Tri-Cities, TN, US	AA
TUL	Tulsa, OK, US	AA
TUS	Tucson, AZ, US	AA
TVC	Traverse City, MI, US	AA
TYS	Knoxville, TN, US	AA

VPS	Destin/Ft Walton Beach, FL, US	AA
TXK	Texarkana, AR, US	AA
TYR	Tyler, TX, US	AA
UIO	Quito, Ecuador	AA
XNA	Fayetteville/Springdale, AR, US	AA
YUL	Montreal (PET), QC, Canada	AA
YUM	Yuma, AZ, US	AA
YVR	Vancouver, BC, Canada	AA
YYC	Calgary, AB, Canada	AA
YYZ	Toronto, ON, Canada	AA
ZCL	Zacatecas, Mexico	AA
ZIH	Ixtapa/Zihuatanejo, Mexico	AA
AMS	Amsterdam, Netherlands	AA
CDG	Paris (De Gaulle), France	AA
DUB	Dublin, Ireland	AA
FCO	Rome (Fiumicino), Italy	AA
FRA	Frankfurt, Germany	AA
LHR	London (Heathrow), UK	AA
MAD	Madrid, Spain	AA
MUC	Munich, Germany	AA

Between Philadelphia (PHL) and		Operated by:
ABE	Allentown, PA, US	AA
ACK	Nantucket, MA, US	AA
ALB	Albany, NY, US	AA
ART	Watertown, NY, US	AA
ATL	Atlanta, GA, US	AA
AUA	Aruba, Aruba	AA
AUS	Austin, TX, US	AA
AVL	Asheville/Hendersonville, NC, US	AA
AVP	Wilkes-Barre/Scranton, PA, US	AA
BDA	Bermuda, Bermuda	AA
BDL	Hartford, CT, US	AA
BGR	Bangor, ME, US	AA
BHM	Birmingham, AL, US	AA
BNA	Nashville, TN, US	AA
BOS	Boston, MA, US	AA
BTV	Burlington, VT, US	AA
BUF	Buffalo, NY, US	AA
BWI	Baltimore, MD, US	AA
BZN	Bozeman, MT, US	AA
CAE	Columbia, SC, US	AA
CAK	Akron/Canton, OH, US	AA
CHA	Chattanooga, TN, US	AA
CHO	Charlottesville, VA, US	AA
CHS	Charleston, SC, US	AA
CLE	Cleveland, OH, US	AA
CLT	Charlotte, NC, US	AA
CMH	Columbus, OH, US	AA
CRW	Charleston, WV, US	AA
CUN	Cancun, Mexico	AA
CVG	Cincinnati, OH/Covington, KY, US	AA
DAY	Dayton, OH, US	AA

DCA	Washington (National), DC, US	AA
DEN	Denver, CO, US	AA
DFW	Dallas/Fort Worth, TX, US	AA
DSM	Des Moines, IA, US	AA
DTW	Detroit, MI, US	AA
EDI	Edinburgh, UK	AA
EGE	Vail/Eagle, CO, US	AA
ERI	Erie, PA, US	AA
EYW	Key West, FL, US	AA
FLL	Fort Lauderdale, FL, US	AA
FWA	Fort Wayne, IN, US	AA
GCM	Grand Cayman, Cayman Islands	AA
GRR	Grand Rapids, MI, US	AA
GSO	Greensboro, NC, US	AA
GSP	Greenville/Spartanburg, SC, US	AA
HHH	Hilton Head Island, SC, US	AA
HVN	New Haven, CT, US	AA
IAH	Houston (Intercontinental), TX, US	AA
ILM	Wilmington, NC, US	AA
IND	Indianapolis, IN, US	AA
IPT	Williamsport, PA, US	AA
ISP	Islip, NY, US	AA
ITH	Ithaca, NY, US	AA
JAX	Jacksonville, FL, US	AA
JFK	New York (JFK), NY, US	AA
LAS	Las Vegas, NV, US	AA
LAX	Los Angeles, CA, US	AA
LEX	Lexington, KY, US	AA
LGA	New York (La Guardia), NY, US	AA
MBJ	Montego Bay, Jamaica	AA
MCI	Kansas City, MO, US	AA
MCO	Orlando, FL, US	AA
MDT	Harrisburg, PA, US	AA
MEM	Memphis, TN, US	AA
MHT	Manchester, NH, US	AA
MIA	Miami, FL, US	AA
MKE	Milwaukee, WI, US	AA
MLB	Melbourne, FL, US	AA
MSN	Madison, WI, US	AA
MSP	Minneapolis/St. Paul, MN, US	AA
MSY	New Orleans, LA, US	AA
MVY	Martha's Vineyard, MA, US	AA
MYR	Myrtle Beach, SC, US	AA
NAS	Nassau, Bahamas	AA
OKC	Oklahoma City, OK, US	AA
OMA	Omaha, NE, US	AA
ORD	Chicago (O'Hare), IL, US	AA
ORF	Norfolk, VA, US	AA
ORH	Worcester, MA, US	AA
PBI	West Palm Beach, FL, US	AA
PDX	Portland, OR, US	AA
PHF	Newport News/Williamsburg, VA, US	AA
PHX	Phoenix, AZ, US	AA

PIT	Pittsburgh, PA, US	AA
PLS	Providenciales, Turks & Caicos	AA
PNS	Pensacola, FL, US	AA
PUJ	Punta Cana, Dominican Republic	AA
PVD	Providence, RI, US	AA
PWM	Portland, ME, US	AA
RDU	Raleigh/Durham, NC, US	AA
RIC	Richmond, VA, US	AA
ROA	Roanoke, VA, US	AA
ROC	Rochester, NY, US	AA
RSW	Fort Myers, FL, US	AA
SAN	San Diego, CA, US	AA
SAT	San Antonio, TX, US	AA
SAV	Savannah, GA, US	AA
SBY	Salisbury/Ocean City, MD, US	AA
SCE	State College, PA, US	AA
SDF	Louisville, KY, US	AA
SDQ	Santo Domingo, Dominican Republic	AA
SEA	Seattle, WA, US	AA
SFO	San Francisco, CA, US	AA
SJU	San Juan, PR	AA
SLC	Salt Lake City, UT, US	AA
SRQ	Sarasota/Bradenton, FL, US	AA
STL	St. Louis, MO, US	AA
STT	St Thomas Island, VI	AA
SWF	New York (Stewart), NY, US	AA
SXM	St Maarten, St. Maarten, Netherlands Territory	AA
SYR	Syracuse, NY, US	AA
TPA	Tampa, FL, US	AA
TVC	Traverse City, MI, US	AA
TYS	Knoxville, TN, US	AA
UVF	St. Lucia, Saint Lucia	AA
XNA	Fayetteville/Springdale, AR, US	AA
YHZ	Halifax, NS, Canada	AA
YOW	Ottawa, ON, Canada	AA
YQB	Quebec, QC, Canada	AA
YUL	Montreal (PET), QC, Canada	AA
YYZ	Toronto, ON, Canada	AA
AMS	Amsterdam, Netherlands	AA
ATH	Athens, Greece	AA
BCN	Barcelona, Spain	AA
BUD	Budapest, Hungary	AA
CDG	Paris (De Gaulle), France	AA
DBV	Dubrovnik, Croatia	AA
DUB	Dublin, Ireland	AA
FCO	Rome (Fiumicino), Italy	AA
LIS	Lisbon, Portugal	AA
LHR	London (Heathrow), UK	AA
MAD	Madrid, Spain	AA
MAN	Manchester, UK	AA
PRG	Prague, Czech Republic	AA
TXL	Berlin, Germany	AA
VCE	Venice, Italy	AA

ZRH	Zurich, Switzerland	AA
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Between New York (JFK) and:		Operated by:
BCN	Barcelona, Spain	AA
CDG	Paris (De Gaulle), France	AA
FCO	Rome (Fiumicino), Italy	AA
LHR	London (Heathrow), UK	AA
MAD	Madrid, Spain	AA
MXP	Milan (Malpensa), Italy	AA
ANU	Antigua, Antigua	AA
AUS	Austin, TX, US	AA
BDA	Bermuda, Bermuda	AA
BNA	Nashville, TN, US	AA
BOS	Boston, MA, US	AA
BWI	Baltimore/Washington, MD, US	AA
CLE	Cleveland, OH, US	AA
CLT	Charlotte, NC, US	AA
CMH	Columbus, OH, US	AA
CUN	Cancun, Mexico	AA
CVG	Cincinnati, OH/Covington, KY, US	AA
DCA	Washington (National), DC, US	AA
DFW	Dallas/Fort Worth, TX, US	AA
EGE	Vail/Eagle, CO, US	AA
EZE	Buenos Aires, Argentina	AA
GCM	Grand Cayman, Cayman Islands	AA
GEO	Georgetown, Guyana	AA
GIG	Rio de Janeiro, Brazil	AA
GRU	Sao Paulo, Brazil	AA
IND	Indianapolis, IN, US	AA
LAS	Las Vegas, NV, US	AA
LAX	Los Angeles, CA, US	AA
LIR	Liberia, Costa Rica	AA
MBJ	Montego Bay, Jamaica	AA
MCO	Orlando, FL, US	AA
MIA	Miami, FL, US	AA
ORD	Chicago (O'Hare), IL, US	AA
ORF	Norfolk, VA, US	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA
PIT	Pittsburgh, PA, US	AA
PUJ	Punta Cana, Dominican Republic	AA
RDU	Raleigh/Durham, NC, US	AA
RIC	Richmond, VA, US	AA
SAN	San Diego, CA, US	AA
SEA	Seattle, WA, US	AA
SFO	San Francisco, CA, US	AA
SJO	San Jose, Costa Rica	AA
SKB	St. Kitts, St. Kitts & Nevis	AA
STT	St Thomas Island, VI	AA
SXM	St Maarten, St. Maarten, Netherlands Territory	AA

YUL	Montreal (PET), QC, Canada	AA
YYZ	Toronto, ON, Canada	AA

Between Miami (MIA) and:		Operated by:
BCN	Barcelona, Spain	AA
CDG	Paris (De Gaulle), France	AA
LHR	London (Heathrow), UK	AA
MAD	Madrid, Spain	AA
MXP	Milan (Malpensa), Italy	AA
ANU	Antigua, Antigua	AA
ATL	Atlanta, GA, US	AA
AUA	Aruba, Aruba	AA
AUS	Austin, TX, US	AA
BAQ	Barranquilla, Colombia	AA
BDA	Bermuda, Bermuda	AA
BDL	Hartford, CT, US	AA
BGI	Bridgetown, Barbados	AA
BHM	Birmingham, AL, US	AA
BON	Bonaire, Bonaire	AA
BNA	Nashville, TN, US	AA
BOG	Bogota, Colombia	AA
BOS	Boston, MA, US	AA
BSB	Brasilia, Brazil	AA
BWI	Baltimore/Washington, MD, US	AA
BZE	Belize City, Belize	AA
CAE	Columbia, SC, US	AA
CAP	Cap Haitien, Haiti	AA
CHS	Charleston, SC, US	AA
CLE	Cleveland, OH, US	AA
CLO	Cali, Colombia	AA
CLT	Charlotte, NC, US	AA
CMH	Columbus, OH, US	AA
CTG	Cartagena, Colombia	AA
CUN	Cancun, Mexico	AA
CUR	Curacao, Curacao	AA
CVG	Cincinnati, OH/Covington, KY, US	AA
CZM	Cozumel, Mexico	AA
DCA	Washington (National), DC, US	AA
DEN	Denver, CO, US	AA
DFW	Dallas/Fort Worth, TX, US	AA
DSM	Des Moines, IA, US	AA
DTW	Detroit, MI, US	AA
EGE	Vail/Eagle, CO, US	AA
ELH	North Eleuthera, Bahamas	AA
EWR	Newark, NJ, US	AA
EYW	Key West, FL, US	AA
EZE	Buenos Aires, Argentina	AA
FDF	Fort de France, Martinique	AA
FPO	Freeport, Bahamas	AA
GCM	Grand Cayman, Cayman Islands	AA
GEO	Georgetown, Guyana	AA

GGT	George Town, Bahamas	AA
GIG	Rio de Janeiro, Brazil	AA
GND	Grenada, Grenada	AA
GNV	Gainesville, FL, US	AA
GRR	Grand Rapids, MI, US	AA
GRU	Sao Paulo, Brazil	AA
GSO	Greensboro, NC, US	AA
GSP	Greenville/Spartanburg, SC, US	AA
GUA	Guatemala City, Guatemala	AA
GYE	Guayaquil, Ecuador	AA
IAH	Houston (Intercontinental), TX, US	AA
IND	Indianapolis, IN, US	AA
JAN	Jackson, MS, US	AA
JAX	Jacksonville, FL, US	AA
JFK	New York (JFK), NY, US	AA
KIN	Kingston, Jamaica	AA
LAS	Las Vegas, NV, US	AA
LAX	Los Angeles, CA, US	AA
LGA	New York (La Guardia), NY, US	AA
LIM	Lima, Peru	AA
LIR	Liberia, Costa Rica	AA
MAO	Manaus, Brazil	AA
MBJ	Montego Bay, Jamaica	AA
MCI	Kansas City, MO, US	AA
MCO	Orlando, FL, US	AA
MDE	Medellin, Colombia	AA
MEM	Memphis, TN, US	AA
MEX	Mexico City, Mexico	AA
MGA	Managua, Nicaragua	AA
MHH	Marsh Harbour, Bahamas	AA
MID	Merida, Mexico	AA
MSP	Minneapolis/St. Paul, MN, US	AA
MSY	New Orleans, LA, US	AA
MTY	Monterrey, Mexico	AA
MVD	Montevideo, Uruguay	AA
NAS	Nassau, Bahamas	AA
OKC	Oklahoma City, OK, US	AA
OMA	Omaha, NE, US	AA
ORD	Chicago (O'Hare), IL, US	AA
ORF	Norfolk, VA, US	AA
PAP	Port au Prince, Haiti	AA
PEI	Pereira, Colombia	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA
PIT	Pittsburgh, PA, US	AA
PLS	Providenciales, Turks & Caicos	AA
PNS	Pensacola, FL, US	AA
POP	Puerto Plata, Dominican Republic	AA
POS	Port of Spain, Trinidad Tobago	AA
PTP	Pointe a Pitre, Guadeloupe	AA
PTY	Panama City, Panama	AA

PUJ	Punta Cana, Dominican Republic	AA
RDU	Raleigh/Durham, NC, US	AA
RIC	Richmond, VA, US	AA
RTB	Roatan, Honduras	AA
SAL	San Salvador, San Salvador	AA
SAN	San Diego, CA, US	AA
SAP	San Pedro Sula, Honduras	AA
SAT	San Antonio, TX, US	AA
SAV	Savannah, GA, US	AA
SCL	Santiago, Chile	AA
SDF	Louisville, KY, US	AA
SDQ	Santo Domingo, Dominican Republic	AA
SEA	Seattle, WA, US	AA
SFO	San Francisco, CA, US	AA
SJO	San Jose, Costa Rica	AA
SJU	San Juan, Puerto Rico, US	AA
SKB	St Kitts, St. Kitts & Nevis	AA
STL	St Louis, MO, US	AA
STI	Santiago, Dominican Republic	AA
STT	St Thomas Island, US Virgin Islands, US	AA
STX	St Croix Island, US Virgin Islands, US	AA
SVD	St Vincent, St. Vincent & the Grenadines	AA
SXM	St Maarten, St. Maarten	AA
TGU	Tegucigalpa, Honduras	AA
TLH	Tallahassee, FL, US	AA
TPA	Tampa, FL, US	AA
TYS	Knoxville, TN, US	AA
UIO	Quito, Ecuador	AA
UVF	St Lucia, Saint Lucia	AA
XNA	Fayetteville/Springdale, AR, US	AA
YUL	Montreal (PET), QC, Canada	AA
YYZ	Toronto, ON, Canada	AA

Between Charlotte (CLT) and:		Operated by:
BCN	Barcelona, Spain	AA
CDG	Paris (De Gaulle), France	AA
DUB	Dublin, Ireland	AA
FCO	Rome (Fiumicino), Italy	AA
FRA	Frankfurt, Germany	AA
LHR	London (Heathrow), UK	AA
MAD	Madrid, Spain	AA
MUC	Munich, Germany	AA

Between London-Heathrow (UK) and:		Operated by:
BOS	Boston, MA, US	AA
LAX	Los Angeles, CA, US	AA
PHX	Phoenix, AZ, US	AA
RDU	Raleigh/Durham, NC, US	AA

Between Boston (BOS) and		Operated by:
AUS	Austin, TX, US	AA
CLT	Charlotte, NC, US	AA

CUN	Cancun, Mexico	AA
DCA	Washington (National), DC, US	AA
DFW	Dallas/Fort Worth, TX, US	AA
EYW	Key West, FL, US	AA
GCM	Grand Cayman, Cayman Islands	AA
JFK	New York (JFK), NY, US	AA
LAX	Los Angeles, CA, US	AA
LGA	New York (La Guardia), NY, US	AA
MBJ	Montego Bay, Jamaica	AA
MDT	Harrisburg, PA, US	AA
MIA	Miami, FL, US	AA
NAS	Nassau, Bahamas	AA
ORD	Chicago(O'Hare), IL, US	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA
PLS	Providenciales, Turks & Caicos	AA
PUJ	Punta Cana, Dominican Republic	AA
ROC	Rochester, NY, US	AA
SYR	Syracuse, NY, US	AA

Between Washington, DC (IAD) and		Operated by:
CLT	Charlotte, NC, US	AA
DFW	Dallas/Fort Worth, TX, US	AA
LAX	Los Angeles, CA, US	AA

Between Houston (IAH) and		Operated by:
CLT	Charlotte, NC, US	AA
DFW	Dallas/Fort Worth, TX, US	AA
LAX	Los Angeles, CA, US	AA
MIA	Miami, FL, US	AA
ORD	Chicago (O'Hare), IL, US	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA

Between Atlanta (ATL) and		Operated by:
CLT	Charlotte, NC, US	AA
DCA	Washington (National), DC, US	AA
DFW	Dallas/Fort Worth, TX, US	AA
LAX	Los Angeles, CA, US	AA
LGA	New York (La Guardia), NY, US	AA
MIA	Miami, FL, US	AA
ORD	Chicago (O'Hare), IL, US	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA

Between Los Angeles (LAX) and		Operated by:
ABQ	Albuquerque, NM, US	AA
ANC	Anchorage, AK, US	AA
ASE	Aspen, CO, US	AA
ATL	Atlanta, GA, US	AA
AUS	Austin, TX, US	AA

BDL	Hartford, CT, US	AA
BNA	Nashville, TN, US	AA
BOS	Boston, MA, US	AA
BZE	Belize City, Belize	AA
BZN	Bozeman, MT, US	AA
CLT	Charlotte, NC, US	AA
CMH	Columbus, OH, US	AA
DCA	Washington (National), DC, US	AA
DEN	Denver, CO, US	AA
DRO	Durango, CO, US	AA
EGE	Vail/Eagle, CO, US	AA
ELP	El Paso, TX, US	AA
EZE	Buenos Aires, Argentina	AA
FAT	Fresno, CA, US	AA
FCA	Kalispell/Glacier, MT, US	AA
FLG	Grand Canyon, AZ, US	AA
GRU	Sao Paulo, Brazil	AA
HNL	Honolulu/Oahu, HI, US	AA
IAD	Washington (Dulles), VA, US	AA
IAH	Houston (Intercontinental), TX, US	AA
IND	Indianapolis, IN, US	AA
JAC	Jackson Hole, WY, US	AA
JFK	New York (JFK), NY, US	AA
KOA	Kona/Hawaii, HI, US	AA
LAS	Las Vegas, NV, US	AA
MCO	Orlando, FL, US	AA
MEM	Memphis, TN, US	AA
MEX	Mexico City, Mexico	AA
MIA	Miami, FL, US	AA
MSN	Madison, WI, US	AA
MSY	New Orleans, LA, US	AA
MTJ	Montrose, CO, US	AA
MZT	Mazatlan, Mexico	AA
OGG	Kahului/Maui, HI, US	AA
OKC	Oklahoma City, OK, US	AA
OMA	Omaha, NE, US	AA
ORD	Chicago (O'Hare), IL, US	AA
PDX	Portland, OR, US	AA
PHL	Philadelphia, PA, US	AA
PHX	Phoenix, AZ, US	AA
PSP	Palm Springs, CA, US	AA
PVR	Puerto Vallarta, Mexico	AA
RDU	Raleigh/Durham, NC, US	AA
RNO	Reno, NV, US	AA
SAF	Santa Fe, NM, US	AA
SAN	San Diego, CA, US	AA
SAT	San Antonio, TX, US	AA
SDF	Louisville, KY, US	AA
SEA	Seattle, WA, US	AA
SFO	San Francisco, CA, US	AA
SJC	San Jose, CA, US	AA
SJD	San Jose del Cabo, Mexico	AA

SLC	Salt Lake City, UT, US	AA
SMF	Sacramento, CA, US	AA
STL	St Louis, MO, US	AA
STS	Santa Rosa, CA, US	AA
TUL	Tulsa, OK, US	AA
TUS	Tucson, AZ, US	AA
XNA	Fayetteville/Springdale, AR, US	AA
YVR	Vancouver, BC, Canada	AA
YYZ	Toronto, ON, Canada	AA

ANNEX C
MINIMUM STANDARDS OF GROUND AND IN-FLIGHT SERVICES

1. GENERAL

Operating standards and general passenger procedures and policies for the Codeshared Flights are detailed in the Procedures Manual.

The Parties agree to monitor in-flight consumer research on customer priorities and satisfaction.

The Operating Carrier agrees to review passenger and baggage mishandling complaints and further, the Operating Carrier agrees to take the appropriate corrective actions.

2. AUTOMATION

2.1 The Parties shall develop, design and implement a computer automation system for the operational interface of each Party's current computer system in order to provide the highest quality product to Codeshared Passengers. Each Party will be responsible for the cost and expense associated with modifying its own computer system. The Parties shall, at a minimum, agree to develop, design and implement the automation of the following systems to support the Codeshared Flights:

- (a) Automated Reservation (PNR) Exchange - The Operating Carrier will accept automatically Codeshared Passenger PNRs and Special Service Request (SSR) items from the Marketing Carrier's computer system.
- (b) Pre-Reserved Seating - A mechanism will exist so that pre-reserved seating on the Codeshared Flights will be available to Codeshared Passengers.
- (c) Flight Movement Messages - The Operating Carrier must provide, in a timely fashion, flight movement messages (e.g., departure, delay and arrival times) for the Codeshared Flights to the Marketing Carrier's computer system.
- (d) Airport Check-in - Automation must exist between the Parties so that transiting passengers will not need to recheck-in at the transit city. Codeshared Passengers will check-in at the applicable origin station and be provided boarding passes for all segments of such Codeshared Passengers' itinerary.
- (e) Hand Back Messages (Post Departure Reconciliation and Close-out) - The Operating Carrier must provide electronically a list of Codeshared Passengers who traveled on the Codeshared Flights. The preferred format is an IATA-standard Passenger Reconciliation List (PRL).
- (f) Support for Marriage Journey Controls – Each Party agrees to use reasonable efforts to promptly implement, if it has not already done so, reasonable, mutually-agreed “Journey Control” and “Married Segment Logic” functionality regarding origin and destination (“O & D”) inventory controls and revenue management functionality optimization. These controls are designed to prevent agency abuse by allowing each Party to determine the intended O&D requested by the customer and applying appropriate inventory controls. Married Segment Logic prevents booking flow availability and subsequently canceling an unwanted segment in order to get a local leg that is otherwise not available. Journey Control prevents booking flow availability on two locally available legs when the flow is closed. Industry standard practice imposes the application of appropriate Journey Controls and Married Segment Logic on the Marketing Carrier. To the extent that one of the Parties has not yet implemented these functionalities, the Parties agree to discuss on a regular cadence at

least quarterly progress in implementation of these functionalities in order to ensure systems and function compatibility between the Parties regarding these systems.

- (g) Support for Differentiated Point-of-Sale Availability -- Because airfares can be differ significantly for journeys that involve international O & D, the Parties acknowledge that their inventory systems must recognize and account for these differences in fare value when calculating availability. To the extent that either Party's inventory management systems do not currently incorporate such functionality, such Party agrees to use reasonable efforts to promptly implement such functionality in a reasonable, mutually-agreed manner. The Parties agree to discuss on a regular cadence at least quarterly progress in implementation of this functionality in order to ensure systems and function compatibility between the Parties regarding this function.
- (h) Interactive (also known as Seamless or Cascading) Availability and Interactive (also known as Seamless or Cascading) Sell - Interactive EDIFACT messaging allows for a more robust exchange of information, allowing carriers to transmit information in a Forward (Carrier A to Carrier B) and Reverse (Carrier B to Carrier A) flow of airline availability (PAOREQ/PAORES) and sell (ITAREQ/ITARES) data. The Interactive EDIFACT messaging allows the request of carrier availability at an O & D level, the exchange of requests (PAOREQ/ITAREQ) and their proper response (PAORES/ITARES). It also allows the reflection of true operating carrier inventory at time of sale and the sharing of both Prime (interline) and Codeshare availability and sell information for both revenue and redemption inventories exchange of RBDs. For purposes of this paragraph, the following terms and acronyms have the following meaning:
- "PAOREQ" or "Product Availability Request" means the EDIFACT message in which the Marketing Carrier requests an Operating Carrier's availability;
 - "PAORES" or "Product Availability Response" means the EDIFACT message in which the Operating Carrier responds to the Marketing Carrier's availability request;
 - "ITAREQ" or "Inventory Adjustment Request" means the EDIFACT message in which the Marketing Carrier communicates a sale from the Operating Carrier's inventory; and
 - "ITARES" or "Inventory Adjustment Response" means the EDIFACT message in which the Operating Carrier confirms the Marketing Carrier's sale of its inventory.

- 2.2 To the extent that either Party's inventory management systems do not currently incorporate such functionality, such Party agrees to use reasonable efforts to promptly implement such functionality in a reasonable, mutually-agreed manner. The Parties agree to discuss on a regular cadence at least quarterly progress in implementation of this functionality in order to ensure systems and function compatibility between the Parties regarding this function. The Parties further acknowledge and agree that until such functionality is implemented, the availability of Marketing Flights will be controlled by standard AVS (availability status) of the Operating Carrier, and the Marketing Carrier will have access to the Operating Carrier's local inventory class availability through an automated computerized interface; provided that effective as of implementation of Interactive Availability and Interactive Sell between the Parties standard AVs will no longer control the availability of Marketing Flights without any further action by either Party.

3. FACILITIES

- 3.1 The Parties acknowledge the importance of maintaining functional and accurate signs identifying the Marketing Carrier, as appropriate, to facilitate passenger convenience and to avoid confusion at airports served by the Codeshared Flights. The Operating Carrier shall ensure that check-in counters at each station will identify prominently the Marketing Carrier, and promote the Marketing Carrier equally to the other airlines that have a similar cooperative relationship with the Operating

Carrier at such airports. The Parties shall mutually agree on the placement of such signs, subject to the approval of the relevant airport authority or other lessors.

3.2 The Operating Carrier will be responsible for the cost and expense associated with developing and installing the appropriate signs at airports served by the Codeshared Flights.

3.3 Each Party shall make commercially reasonable efforts to depart from or arrive at the same terminal at airports served by Codeshared Flights.

4. GATE AND RAMP HANDLING

4.1 The Operating Carrier shall arrange for trained personnel, acceptable to the Marketing Carrier, to handle all gate (including ramp handling) and boarding services of Codeshared Passengers on the Codeshared Flights.

4.2 All costs, fines, and penalties incurred with a refusal by the immigration (or equivalent) authorities of a country to permit entry of any Codeshared Passengers at a destination point, shall be borne by the Operating Carrier that delivers the passenger on the applicable international segment of the itinerary.

ANNEX D

Reserved.

**ANNEX E
FINANCIAL SETTLEMENT**

1. Codeshare Commission

- 1.1 The Codeshare Commission only applies to the Codeshared Flights in the Sector and as otherwise listed below where either American or Qatar Airways places its Marketing Carrier Code. The Codeshare Commission will apply to all fares including, but not limited to, published fares, unpublished fares, corporate discounts, and net fares. The Codeshare Commission will apply to all coupons originally ticketed on or reissued (voluntary or involuntary) to a Marketing Flight in the Sector and as otherwise listed below. The Codeshare Commission for these Codeshared Flights will be calculated on a monthly basis (separately from the billing for each Marketing Carrier Flight Coupon) by multiplying the [REDACTED] prorated value (as determined in accordance with Sections 6.2(a) and 6.3) of Marketing Carrier Flight Coupons by the applicable Codeshare Commission percentage, which for purposes of this Agreement, is detailed in the table below.

Sector	Premium Classes	Coach Class
North America - Qatar	[REDACTED]	[REDACTED]
North America - Europe	[REDACTED]	[REDACTED]
Qatar - Europe	[REDACTED]	[REDACTED]
Beyond US Gateway	[REDACTED]	[REDACTED]
Beyond DOH	[REDACTED]	[REDACTED]

- 1.2 The Ticketing Carrier, if it is a third party, will receive the Interline Service Charge, which will be in addition to the Codeshare Commission payable as provided in Section 6.4.
- 1.3 The Codeshare Commission may be renegotiated by and between the Parties at any time by mutual written consent of the Parties.
- 1.4 For purposes of this Annex E, (i) "Premium Classes" shall mean First Class and Business Class, each as currently defined by RBD that is filed and periodically updated in ATPCO's Answer Table, and (ii) "Coach Class" shall mean Premium Economy Class and Economy Class (as applicable), each as currently defined by RBD that is filed and periodically updated in ATPCO's Answer Table. Each Party will inform the other Party of any changes or updates to the ATPCO Answer Table with regard to its RBD as soon as practical after such change or update is filed with ATPCO.

ANNEX F
GOVERNMENTAL APPROVALS

1. American shall secure and maintain the following governmental approvals:
 - (a) Economic authority (including Statement of Authorization under 14 CFR, Part 212) from the United States Department of Transportation ("DOT") to codeshare with Qatar Airways over the Codeshared Routes.
 - (b) License from the Qatari Aviation Authority to enter into the codesharing arrangement with Qatar Airways.
2. Qatar Airways shall secure and maintain the following governmental approvals:
 - (a) Economic authority from the Qatari Aviation Authority to codeshare with American over the Codeshared Routes.
 - (b) Economic authority from the DOT (including Statement of Authorization under 14 CFR, Part 212) to codeshare with American.

ANNEX G DATA PRIVACY SUPPLEMENT

This Data Privacy Supplement (this “**Supplement**”) establishes baseline commitments regarding data privacy and security and represents a set of standard terms applicable to the relationship between American and Qatar Airways. This Supplement forms part of the Agreement. In the event of a conflict between the terms of this Supplement and the rest of the Agreement, or in the event of any duplication in terms or definitions in this Supplement, the terms of this Supplement will override and only the definitions in this Supplement will be used in interpreting this Supplement. The term “including” or “includes” means including without limiting the generality of any description to which such term relates.

A. Compliance with Law. Each Party shall comply with Data Law applicable to such Party in its performance or receipt of services under the Agreement or to the Covered Personal Data. Each Party represents and warrants that:

- 1.1 as a disclosing Party (the “**Providing Party**”), it shall not disclose any Covered Personal Data to the other Party (the “**Receiving Party**”) save where this is lawful and in a form which is lawful;
- 1.2 the sharing of the Covered Personal Data pursuant to the Agreement is carried out in accordance with any notices supplied to and consents, if any, obtained from Data Subjects; and
- 1.3 it shall not Process any Covered Personal Data other than in accordance with Data Law applicable to such Party in its performance or receipt of services under the Agreement or to the Covered Personal Data.

B. Use of Covered Personal Data. The Receiving Party shall Process Covered Personal Data solely for the Purpose and in accordance with the provisions of the Agreement. For clarity, where a Party collects Personal Data directly from a Data Subject in connection with the Purpose, the collecting Party will be the Providing Party and the sole data controller in respect of such information retained by the Providing Party for its own purposes.

C. Data Protection. The Receiving Party shall at all times keep confidential all Covered Personal Data it Processes pursuant to the Agreement. The Receiving Party may disclose Covered Personal Data to its employees, officers, representatives, advisers or contractors (“**Processors**”) who need to know such information to fulfill the Purpose provided that the Receiving Party ensures its Processors are subject to appropriate binding written security and confidentiality obligations. The Receiving Party shall implement appropriate technical and organizational measures to protect Covered Personal Data against unauthorized or accidental access, loss, alteration, disclosure, destruction or other unauthorized or unlawful forms of Processing.

D. Assistance. The Receiving Party agrees to provide, upon the Providing Party's request, reasonable assistance as may be required for the Providing Party to comply with its obligations under Data Law.

E. Proprietary Rights. For clarity, nothing in this Supplement is intended to waive or limit either Party's proprietary rights in or to the Covered Personal Data in this or any other agreements between the Parties.

F. Definitions. Capitalized terms not defined in this Supplement shall have the meanings given in the Agreement. The following terms will have the meanings described below in this Supplement:

“**Covered Personal Data**” means Personal Data which is transferred by or on behalf of a Providing Party to a Receiving Party pursuant to the Agreement, and any copies or derivatives resulting from the Receiving Party's Processing of such Personal Data.

"Data Law" means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, which is applicable to either Party, issued or enacted by any domestic or foreign, supra-national, national, state, county, municipal, local, territorial or other government or bureau, court, commission, board, authority, or agency, anywhere in the world, relating to data security, data protection and/or privacy, including the General Data Protection Regulation.

"Data Subject" means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"General Data Protection Regulation" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to a Data Subject.

"Privacy Policy" means an entity's consumer facing online privacy policy that describes how such entity Processes Covered Personal Data.

"Purpose" has the meaning given in Schedule 1 to this Supplement.

"Process" or **"Processing"** means any operation or set of operations that is performed upon Covered Personal Data, whether or not by automatic means, including, but not limited to, obtaining, developing, producing, collecting, recording, organizing, structuring, accessing, using, adapting, altering, modifying, retrieving, consulting, copying, reproducing, analyzing, disclosing, disseminating, making available, aligning, combining, blocking, restricting, transmitting, transferring, selling, renting, storing, retaining, destroying, deleting, or erasing such data. For the avoidance of doubt, "Process" includes the compilation or correlation of Covered Personal Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from Covered Personal Data.

Schedule 1
Description of Data Processing

1. Categories of Covered Personal Data

The Covered Personal Data concern the following categories:

Full legal names, dates of birth, contact information, passport information or other applicable identification document information, PNR, travel itineraries and payment information.

2. Categories of Data Subjects

The Covered Personal Data concern the following categories of individuals:

American's and Qatar Airways' Codeshared Passengers.

3. Purpose and processing activities

The Covered Personal Data will be Processed by the Receiving Party for the following purposes and subject to the following processing activities (collectively, the "**Purpose**"):

a. With respect to American as the Operating Carrier:

- i. The use of Qatar Airways' Covered Personal Data to book Qatar Airways' customers on flights operated by American and provide related services (e.g., baggage services), to notify Qatar Airways' customers of any changes to a scheduled flight, if needed, to determine commissions payable by Qatar Airways, and the Processing of Qatar Airways' Covered Personal Data as described in the Agreement and to provide the services described in the Agreement; and
- ii. Uses of booking or PNR data which are consistent with American's Privacy Policy; and
- iii. Billing of Qatar Airways for any amounts (i.e. commission) owed by Qatar Airways under the Agreement, including for the resolution of any billing disputes;

b. With respect to Qatar Airways as the Operating Carrier:

- i. The use of American's Covered Personal Data to book American's customers on flights operated by Qatar Airways and provide related services (e.g., baggage services), to notify American's customers of any changes to a scheduled flight, if needed, to determine commissions payable by American, and the Processing of American's Covered Personal Data as described in the Agreement and to provide the services described in the Agreement; and
- ii. Uses of booking or PNR data which are consistent with Qatar Airways' Privacy Policy; and
- iii. Billing of American for any amounts (i.e. commission) owed by American under the Agreement, including for the resolution of any billing disputes.

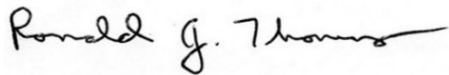
Exhibit 2

**American's Compliance Statement on
Qatar Airways' IOSA**

COMPLIANCE STATEMENT
Codeshare safety audit of
Qatar Airways (Q.C.S.C.) (QTR)
CERS number 20025337

American Airlines, Inc., pursuant to the Codeshare Safety Program Guidelines issued by the Department of Transportation on June 5, 2015, hereby submits this compliance statement

1. An IATA Operational Safety Audit (IOSA) onsite audit of Qatar Airways (Q.C.S.C.) (QTR) was conducted by Wake (QA) Ltd during June 23-27, 2019. The IOSA expiry date is September 25, 2021.
2. The audit was conducted in accordance with the accepted audit program that American Airlines submitted to DOT/FAA under the Codeshare Safety Program Guidelines.
3. The FAA has determined that the Qatar is a Category 1 country under the International Aviation Safety Assessment Program updated as of Dec 12, 2019.
4. American Airlines reviewed the IOSA Audit Report (IAR) and confirms that all areas of Qatar Airways (Q.C.S.C.) (QTR) operations meet the applicable ICAO standards for U. S. codeshare service.
5. The IOSA Audit Report is available for FAA review.



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February 25, 2020