

U.S. Domestic Bilateral Agreement

This Bilateral Agreement will confirm consent to activate electronic Air Waybills for all shipments transiting wholly within the United States, U.S. Virgin Islands and Puerto Rico.

Signature of the Bilateral Agreement is considered signature of any Air Waybill tender on or after the effective date of contract and therefore bound by contract with American Airlines Cargo.

To Sign the Bilateral Agreement with American Airlines please follow these simple steps:

1. Open the PDF
2. Click on "Open Sign Pane"
3. Click on "Add Text
4. Add your company information at the bottom of page 2 under Freight Forwarder
 - a. Forwarder Name
 - b. Signatory Name
 - c. Signatory Title
 - d. Date
 - e. Address
5. Print out agreement and sign on "By: _____" line
 - a. **Signature line is required to be an actual signature**
6. Scan and Return the signed document to your sales representative or email to eAWB@aa.com

ELECTRONIC DATA INTERCHANGE (EDI) AGREEMENT

This Electronic Data Interchange (EDI) Agreement (“**Agreement**”) is entered into between American Airlines, Inc. (“**American**”) and **Freight Forwarder listed below** (as of the “**Effective Date**”).

The Parties agree as follows:

1. **Scope.** This Agreement applies only to the carriage of cargo in connection with “Domestic transportation”, as such term is defined in the Domestic Rules (defined below), via American (including any carrier to the extent it operates flights with American’s code).
2. **Validity and Formation of Contract.** Electronic data interchange (“**EDI**”) is a proper means for concluding contracts for the transportation of and settlement with respect to cargo shipments (“**Cargo Contracts**”). Neither Party shall contest the validity or terms of Cargo Contracts on the basis that they were concluded by EDI, that the original records are in electronic form, or that no signature(s) evidence such Cargo Contracts. Records of messages transmitted by EDI (“**EDI Messages**”) exchanged in accordance with this Agreement shall be admissible as evidence before the courts, any arbitrator(s), other tribunals, or any other means of dispute resolution. A Cargo Contract will be concluded once the associated shipment has been accepted (which means that the shipment was tendered to American in conformity with the Conditions of Contract, as determined by American in its sole discretion) and deemed “ready for carriage” by American (as evidenced by such shipment being shown as “log received” by American on its internal systems), at which time American shall make available to Freight Forwarder a paper or electronic cargo receipt. The Cargo Contract includes the Conditions of Contract and Domestic Rules. All references herein to the “**Conditions of Contract**” and “**Domestic Rules**” mean, respectively, the U.S. Domestic Conditions of Contract and U.S. Domestic Cargo Rules posted on the “Regulatory Information” page on aacargo.com on the date the Cargo Contract is formed.
3. **Third Parties.** If Freight Forwarder wishes to enter into a Cargo Contract on behalf of a third party, Freight Forwarder represents and warrants that Freight Forwarder has obtained express authorization from the third party to enter into this Agreement on its behalf and to act as its agent for purposes of concluding Cargo Contracts by means of EDI, and that American may rely on Freight Forwarder having obtained such authorization. Freight Forwarder’s liability to American for breach of this provision includes full liability for associated Cargo Contracts and cargo.
4. **Integrity of EDI Messages.** Freight Forwarder shall communicate all required air waybill data through EDI prior to tender of the cargo shipment to American, and shall ensure such data is accurate and complete. All EDI Messages shall comply with all applicable laws and standards, including those of the International Air Transport Association.
5. **Indemnity.** Freight Forwarder shall indemnify American against all damage suffered by American, or by any other person to whom American is liable, by reason of Freight Forwarder’s breach of this Agreement, including any breach of the representations and warranties of Freight Forwarder set forth herein, and for any irregularity, incorrectness or incompleteness of the particulars and statements set forth in the EDI Messages furnished by Freight Forwarder.
6. **Liability.**
 - 6.1. The Parties shall not be liable for any loss or damage suffered by the other Party caused by any delay or failure to perform in accordance with the provisions of this Agreement, where such delay or failure is caused by an impediment beyond that Party’s control and which could not reasonably be expected to be taken into account at the time of conclusion of this Agreement or the consequences of which could not be avoided or overcome.
 - 6.2. EACH PARTY’S LIABILITY WILL BE LIMITED TO PROVEN COMPENSATORY DAMAGES, AND IN ANY EVENT, NEITHER PARTY WILL BE LIABLE FOR (I) ANY LOSS OF PROFITS, REVENUE, CONTRACTS, SALES, ANTICIPATED SAVINGS, GOODWILL, AND REPUTATION; (II) SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES; OR (III) ANY FORM OF NON-COMPENSATORY DAMAGES CAUSED BY A FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; IN EACH CASE REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORIES, AND ALSO REGARDLESS OF WHETHER A PARTY WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT SUCH DAMAGES WERE POSSIBLE.
 - 6.3. AMERICAN’S MAXIMUM AGGREGATE LIABILITY TO FREIGHT FORWARDER FOR ALL OF FREIGHT FORWARDER’S CLAIMS WITH RESPECT TO THIS AGREEMENT, THE EDI MESSAGES, THE GOODS SHIPPED PURSUANT TO THE CARGO CONTRACT AND AMERICAN’S SERVICES WITH RESPECT TO SUCH GOODS IS SUBJECT TO THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SPECIFIED IN THE CONDITIONS OF CONTRACT.

Nothing in this Agreement affects the liability of any Party under the specific Cargo Contract entered into by the

exchange of EDI Messages under this Agreement. Some jurisdictions do not allow the exclusion of implied warranties or consequential or incidental damages, so portions of the exclusions in this Section 6 may not apply.

7. **Applicable Law and Dispute Resolution.** This Agreement is deemed made and entered into in Tarrant County, Texas, USA. The interpretation of and any disputes arising from this Agreement are governed by the laws of the State of Texas, without regard to conflicts of law principles. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts of Tarrant County, Texas, USA over any such disputes.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to (a) the Parties' decision to use EDI in lieu of a paper air waybill to conclude Cargo Contracts and (b) the formation of such Cargo Contracts using EDI. Any modifications or subsequent agreements dealing directly or indirectly with the subject matter contained in this Agreement shall only be valid if set out in writing and signed by both Parties. Cargo Contracts are independent from this Agreement and shipments are subject to compliance with Cargo Contracts.
9. **Term and Termination.** This Agreement commences on the Effective Date and continues until terminated as provided in this Section 9. Either Party may terminate this Agreement without cause by providing at least 30 days' prior written notice to the other Party. Any termination of this Agreement will have no effect on the validity of (a) any EDI Messages sent prior to such termination and (b) any Cargo Contracts formed prior to such termination.
10. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably withheld. Any purported assignment in violation of this Section 10 shall be null and void.
11. **Notices.** Any notice shall be in writing and shall be sent by certified mail, return receipt requested or by express courier with proof of delivery to the following addresses:

To Freight Forwarder: as listed below

To American: AACargo, 4255 Amon Carter Boulevard, Mail Drop 4431, Fort Worth, Texas 76155; Attention: Director of Customer Experience

- and -

American Airlines, 4333 Amon Carter Boulevard, Mail Drop 5358, Fort Worth, Texas 76155; Attention: General Counsel.
12. **Severability.** If any provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, such holding will not affect: (a) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or (b) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement. In any such case, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the Agreement, unless the deletion of such provision would result in such a material change so as to render unreasonable the completion of the transactions contemplated in this Agreement. The Parties shall then negotiate in good faith an appropriate substitute for the provision deemed invalid.
13. **Waiver.** The failure by either Party at any time to require performance by the other Party of any of its obligations shall not affect the right to require such performance at any time while this Agreement is in effect. A waiver by either Party of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of electronic copies or facsimiles of signature pages.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives as of the date of the last signature hereto.

AMERICAN AIRLINES, INC.

FREIGHT FORWARDER: _____

By: *Dawn Butler*

By: _____

Name: Dawn Butler
 Title: Sr. Analyst eFreight
 Date: June 22, 2017

Name: _____
 Title: _____
 Effective Date: _____
 Address: _____