

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

<p>Application of</p> <p><b>South African Airways SOC Limited</b></p> <p>For a Statement of Authorization Pursuant to 14 C.F.R. § 212 (U.S.-South Africa Code-sharing)</p>	<p>Docket DOT-OST-2013-</p>
<p>Application of</p> <p><b>JetBlue Airways Corporation</b></p> <p>For an Exemption Pursuant to 49 U.S.C. § 40109</p>	<p>Docket DOT-OST-2013-</p>

**APPLICATION OF SOUTH AFRICAN AIRWAYS SOC LIMITED FOR A  
STATEMENT OF AUTHORIZATION AND  
APPLICATION OF JETBLUE AIRWAYS CORPORATION FOR AN EXEMPTION**

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Dated: July 29, 2013

**NOTICE:** The parties will be polling on this application and will provide the results of that polling to the Department as soon as it is completed.

**BEFORE THE  
U.S. DEPARTMENT OF TRANSPORTATION  
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Application of  <b>South African Airways SOC Limited</b>  For a Statement of Authorization Pursuant to 14 C.F.R. § 212 (U.S.-South Africa Codesharing)	Docket DOT-OST-2013-
Application of  <b>JetBlue Airways Corporation</b>  For an Exemption Pursuant to 49 U.S.C. § 40109	Docket DOT-OST-2013-

**APPLICATION OF SOUTH AFRICAN AIRWAYS SOC LIMITED FOR A  
STATEMENT OF AUTHORIZATION AND  
APPLICATION OF JETBLUE AIRWAYS CORPORATION FOR AN EXEMPTION**

JetBlue Airways Corporation (“JetBlue”) and South African Airways SOC Limited (“SAA”) entered into a Code Sharing Agreement (“Code Sharing Agreement”), dated July 16, 2013, contemplating that JetBlue will place its B6\* designator code on certain SAA passenger flights between the United States and South Africa. The Department has previously approved JetBlue’s application to display SAA’s SA\* designator code on certain JetBlue flights.<sup>1</sup> By entering the Code Sharing Agreement, SAA and JetBlue intend to expand that existing relationship. As a result, SAA hereby applies for the issuance of a statement of authorization to engage in codesharing services between the U.S. and South Africa via intermediate points, consistent with the terms of the 1996 U.S.-South Africa Air Transport Agreement (“U.S.-S.A.

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<sup>1</sup> See Department Action on Application in Docket DOT-OST-2011-0017, as amended (Apr. 26, 2012).

Agreement”), as described more fully below. Additionally, pursuant to 49 U.S.C. § 40109, JetBlue requests an exemption from 49 U.S.C. § 41101 to facilitate the proposed codeshare services.

SAA and JetBlue respectfully request that the Department award the requested authority promptly to facilitate marketing and advance sales of these new codeshare services. In that regard, SAA requests a waiver of the Department’s 45-day advance notice requirement in 14 C.F.R. § 212.10(d)(2) in order to effectuate this arrangement.

In support of this Application, SAA and JetBlue state the following:

1. Pursuant to the Code Sharing Agreement, JetBlue and SAA plan to codeshare between certain points in the U.S. and points in South Africa via intermediate points.<sup>2</sup> A list of the initial codeshare routes is attached as Appendix A to the Code Sharing Agreement. JetBlue currently holds a blanket Statement of Authorization permitting JetBlue to display the SA\* designator code of SAA on flights operated by JetBlue between any points in the United States and flights between SAA’s authorized U.S. gateways and points beyond the United States served by JetBlue.<sup>3</sup> SAA holds an exemption permitting it, among other things, to operate between SAA’s U.S. gateways and South Africa via intermediate points with local traffic rights as permissible under the U.S.-S.A. Agreement.<sup>4</sup>

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<sup>2</sup> A copy of the Code Sharing Agreement is being submitted as Exhibit 1 to this Application with certain commercially sensitive and personal contact information redacted. Appendices B-D have been omitted because they are technical in nature.

<sup>3</sup> See Department Action on Application in Docket DOT-OST-2011-0017, as amended (Apr. 26, 2012).

<sup>4</sup> See Department Action on Application in Dockets DOT-OST-1999-6555, DOT-OST-2000-6756 and DOT-OST-2002-13366 (Dec. 4, 2012).

2. SAA requests that the Department issue a statement of authorization pursuant to 14 C.F.R. Part 212 to permit SAA to display JetBlue's B6\* designator code on flights operated by SAA: (a) from SAA's U.S. gateways to Johannesburg and beyond to points in South Africa, and (b) from SAA's U.S. gateways to Dakar, Senegal as an intermediate point on SAA's authorized U.S.-South Africa services.

3. To permit JetBlue to engage in these codesharing services, JetBlue requests exemption authority to hold out codeshare-only service: (a) between any point or points in the United States and Johannesburg, Cape Town, Durban, East London and Port Elizabeth, South Africa; and (b) between any point or points in the United States via the intermediate point Dakar, Senegal<sup>5</sup> and Johannesburg, Cape Town, Durban, East London and Port Elizabeth, South Africa.

4. The Department has already determined that JetBlue is well-qualified to operate and offer services comparable to those for which authority is requested by this application. JetBlue already holds certificate authority authorizing it to engage in scheduled combination interstate air transportation between any points in the United States (*see* Order 2000-2-7 (Feb. 4, 2000)) and scheduled combination foreign air transportation between the United States and any country with which the United States has an "open-skies" air transport agreement. *See* Order 2007-7-3 (Jul. 10, 2007). JetBlue also holds certificate authority to serve Cancun, Mexico from New York/Newark, Boston, Ft. Lauderdale, Tampa, Orlando, and Washington. *See* Order 2009-9-4 (Sep. 9, 2009).

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<sup>5</sup> JetBlue also will provide codeshare-only service between the United States and Senegal. Because Senegal is an Open Skies country, JetBlue already holds economic authority to provide service on this route due to the Blanket Open Skies authority granted to JetBlue by the Department in Order 2007-7-3 (Jul. 10, 2007).

5. The Department has determined on numerous occasions that SAA is fit to perform foreign air transportation between South Africa and the United States.<sup>6</sup> SAA currently holds exemption authority to engage in foreign air transportation of persons, property and mail between:

- a. Johannesburg and New York, New York via Ilha do Cal, Cape Verde;
- b. Johannesburg/Cape Town and Miami, Florida;
- c. Johannesburg and Los Angeles, California (and on this Los Angeles route,

to commingle blind sector traffic not moving in foreign air transportation between Johannesburg and Rio de Janeiro, Brazil);

- d. Johannesburg/Cape Town and Atlanta, GA via Ilha do Sal, Cape Verde;
- e. Johannesburg/Cape Town and Washington, DC via Ilha do Sal, Cape

Verde;<sup>7</sup>

f. SAA's U.S. gateways and Dakar, Senegal, as an intermediate point on SAA's authorized U.S.-South Africa services;<sup>8</sup> and

g. SAA's U.S. gateways and South Africa via intermediate points with local traffic rights as permissible under the U.S.-South Africa Agreement and via other intermediate points without local traffic rights.<sup>9</sup>

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<sup>6</sup> See, e.g., Notice of Action Taken, Dockets DOT-OST-1999-6555 and DOT-OST-2000-6756 (Apr. 26, 2012).

<sup>7</sup> Notice of Action Taken, Dockets DOT-OST-1999-6555 and DOT-OST-2000-6756 (Feb. 18, 2011).

<sup>8</sup> Notice of Action Taken, Docket DOT-OST-2002-13366 (Feb. 18, 2011).

<sup>9</sup> Notice of Action Taken, Dockets DOT-OST-1999-6555 and DOT-OST-2000-6756 (Dec. 4, 2012).

The Department also has authorized SAA to (i) serve Los Angeles, New York, Miami, Philadelphia, Washington, D.C. and Chicago on a co-terminal basis; (ii) serve 25 named U.S. points beyond its U.S. gateways on a code-share basis in conjunction with a U.S. partner; (iii) provide codesharing service beyond the U.S. to third countries on a blind-sector basis; and (iv) conduct foreign charter air transportation in accordance with Part 212 of the Department's regulations.<sup>10</sup>

6. Grant of the authority requested herein is consistent with U.S.-S.A. Agreement and therefore in the public interest. Pursuant to the U.S.-S.A. Agreement, "any designated airline of one Party may enter into cooperative marketing arrangements such as block-space, code-sharing or leasing arrangements with... an airline or airlines of either Party." U.S.-S.A. Bilateral, Annex I, § 6. The agreement also authorizes U.S. carriers to operate passenger and cargo combination services "[f]rom a point or points in United States via intermediate points to Cape Town, Johannesburg and Durban, and (a) beyond to five code-share-only points within South Africa with an airline or airlines of South Africa without local traffic rights; and (b) to points beyond the South Africa on a blind-sector basis." U.S.-S.A. Agreement, Annex I, § 1(A)(A)(1). The proposed code-share service from the United States to South Africa and beyond via Senegal also is consistent with the "open-skies" Air Transport Agreement between the United States and the Republic of Senegal. *See* Article 8, § 7 and Annex I, § 1(a)(1). These services will represent a valuable service enhancement for passengers traveling between the United States and South Africa.

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<sup>10</sup> Notice of Action Taken, Dockets DOT-OST-1999-6555 and DOT-OST-2000-6756 (Apr. 26, 2012); Notice of Action Taken, Dockets DOT-OST-1999-6555, DOT-OST-2000-6756, DOT-OST-2005-22618, DOT-OST-2006-26485 and DOT-OST-2007-26817 (Jan. 30, 2007).

7. Approval of this application is consistent with long-standing precedent and Department policy. The Department has consistently granted applications for Statements of Authorization involving implementation of various codeshare/block space arrangements where those arrangements were pro-competitive and in the public interest. This Application satisfies that standard, as it will enable SAA and JetBlue to offer the flying public an enhanced network and more services. In addition, the Department's aviation policy statement confirms that codeshare arrangements are in the public interest:

Code sharing and other cooperative market agreements can provide a cost efficient way for carriers to enter new markets, expand the system and obtain additional flow traffic to support their operations by using existing facilities and scheduled operations.

60 Fed. Reg. 21,841, 21,842 (May 3, 1995).

8. JetBlue and SAA will conduct their code-sharing activities in compliance with Part 257 of the Department's economic regulations and any other applicable rules and regulations. JetBlue and SAA accept the Department's standard conditions on code-sharing services. JetBlue and SAA agree to notify the Department no later than 30 days before commencing any codeshare services to non-open skies points and to inform the Department of the codeshare market(s) to be served and the date on which the services will begin.

9. JetBlue has conducted its review of the IATA Operational Safety Audit report of SAA and submitted the Compliance Statement to the FAA. The FAA has reviewed the audit report on SAA submitted by JetBlue. On May 31, 2013, the FAA concluded that the audit report was acceptable and decided not to interpose a safety-related objection.

10. SAA and JetBlue request that the Department approve this application in its entirety after the parties poll the individuals on the service list and no objections are noted.

11. This application will have no effect on JetBlue's Civil Reserve Air Fleet



commitments. All flights will be operated with Stage 3-compliant aircraft, and because JetBlue will be placing its B6\* designator code on SAA's currently operated flights, approval of this application will not result in the near-term consumption of ten (10) million or more gallons of fuel.

WHEREFORE, the Applicants respectfully request that the Department issue a Statement of Authorization permitting SAA to display JetBlue's B6\* designator code on passenger flights operated by SAA: (a) from SAA's U.S. gateways to Johannesburg and beyond to points in South Africa, and (b) from SAA's U.S. gateways to Dakar, Senegal as an intermediate point on SAA's authorized U.S.-South Africa services; that the Department grant JetBlue an exemption to hold out codeshare-only service: (a) between any point or points in the United States and Johannesburg, Cape Town, Durban, East London and Port Elizabeth, South Africa; and (b) between any point or points in the United States via the intermediate point Dakar, Senegal and Johannesburg, Cape Town, Durban, East London and Port Elizabeth, South Africa; that the Department waive its advance notice provisions; and that the Department grant such other or further relief as it deems appropriate and consistent with the public interest.

Respectfully submitted,

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# Exhibit 1

## Code Sharing Agreement

# **Code Sharing Agreement**

**relating to**

a free-sale, bi-lateral code-share (passenger only) between

**JetBlue Airways (B6)**

**and**

**South African Airways (SOC) Limited (SAA or SA)**

**July 16, 2013**

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**Appendices**

**Appendix A Codeshare Flights**

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**Appendix D Revenue Accounting Procedures**

**This Code Sharing Agreement** is made on

**between** (1) **JetBlue Airways** (which shall be referred to as **B6**)

**and** (2) **South African Airways (SOC) Limited** (which shall be referred to as **SAA**  
or **SA**)

## Introduction

- A. B6 and SA desire to place their designator code on the Code-shared Flights operated by the other Party and market and sell capacity on such Flights as if the Flights were its own as far as permitted under Applicable Laws.
- B. B6 and SAA enter into this Agreement in order to continue to offer competitive and cost effective air services between their respective countries and improve the quality of the air services they now offer, all to the benefit of the travelling public.
- C. B6 and SAA wish to record the terms of their co-operation in this Agreement.

## It is agreed

### 1. Definitions

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#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

**Agreement or Code Share Agreement (CSA)** means this Agreement (including all schedules and Appendices) as amended from time to time;

**Applicable Law(s)** means all applicable laws of any Competent Authority, including but not limited to statutes, laws, rules, regulations, orders, ordinances, judgments, decrees, injunctions, writs, permits or like actions of any Competent Authority (including but not limited to those relating to securities, tax, tariff and trade, and air transportation services) and any amendments thereto that may be made and interpretations thereof by any Competent Authority;

**Assistance** has the meaning set out in clause 16.3;

**Assisting Carrier** has the meaning set out in clause 16.3;

**Carrier** has the meaning set out in clause 9.2;

**Claim** has the meaning set out in clause 21.1;

**Code-shared Flights or Flights** means the flights and/or markets specified in Appendix A on which seats are offered for sale to the public by the Operating Party and the Marketing Party, which Parties each use their own airline designator code and flight number and **Code-shared Flight or Flight** shall be interpreted accordingly;

**Code-sharing** means where one Carrier assigns its airline designator code to a flight operated by another Carrier and **Code-share** shall be interpreted accordingly;

**Code-shared Passenger** means a passenger travelling on a Code-shared Flight using a coupon, ticket or e-ticket where the Marketing Party is the Designated Party;

**Competent Authority** 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 terms, conditions, tariffs and rules of carriage of a Party that govern the transport of passengers and their baggage travelling on coupons, tickets or e-tickets showing such Party's code in the carrier box;

**Confidential Information** has the meaning given to it in 27.1;

**CRS** means Computerised Reservation System;

**Defaulting Party** has the meaning set out in 26.2;

**Designated Party** means the Party whose airline designator code and flight number appears on the coupon, ticket or e-ticket held by the relevant passenger for the Code-shared Flight;

**Disrupt** means any delay, interruption, diversion, unscheduled stop, cancellation or other irregularity resulting in an inability of a Code-shared Flight to arrive on the scheduled time at the scheduled destination. Disrupt does not mean a planned change of schedule or operations;

**Effective Date** has the meaning given to it in 25.1;

**Event of Default** has the meaning given to it in 26.2;

**Force Majeure** has the meaning given to it in 23.1;

**GDS** means Global Distribution System;

**IATA** means International Air Transport Association;

**Insolvency Event** means in relation to a Party:

- (a) an order being made, or its shareholders passing a resolution, for its liquidation or for it to be placed under official management or otherwise wound up or dissolved; or
- (b) an application being made to a court for an order for that Party's liquidation or for it to be placed under official management or otherwise wound up or dissolved, or any steps being taken to seek such an order, unless the application is withdrawn or dismissed within sixty (60) Business Days; or
- (c) an administrator, Controller or statutory manager being appointed to it under the bankruptcy laws of a jurisdiction in which either Party operates; or
- (d)
  - (i) that Party resolving to appoint, or taking any steps to appoint, a Controller or analogous person to that Party or any material part of that Party's property under the bankruptcy laws of a jurisdiction in which either Party operates; or
  - (ii) an application being made to a court for an order under the bankruptcy laws of a jurisdiction in which either Party operates to appoint a Controller, provisional liquidator, trustee for creditors or analogous person to it or any material part of its property, unless the application is withdrawn or dismissed within sixty (60) Business Days; or



- (iii) an appointment of the kind referred to in clause (ii) above being made (whether or not following an application); or
- (e) the holder of a Security Interest taking possession of any material part of that Party's property; or
- (f) that Party suspending payment of its debts (that are not the subject of a bona fide dispute), or being or becoming unable to pay its debts when they are due or being or becoming otherwise insolvent; or
- (g) that Party taking any step to enable it to enter into a court-sanctioned compromise or arrangement with, or assignment for the benefit of, any of its creditors, unless such event:
  - (i) takes place as part of a solvent reconstruction, amalgamation, merger or consolidation; or
  - (ii) would not have a material adverse effect on either the value of that Party's Equity Securities or the ability or capacity of that Party to perform this Agreement in accordance with its terms; or
- (h) it ceases to carry on business or suspends all or substantially all of its operations (other than a temporary suspension by reason of Force Majeure);

**Marketing Party** means, with respect to a Code-shared Flight, the Party who does not operate such Code-shared Flight, but places its designator code on such flight and offers seats for sale thereon under its own name and flight number;

**Non-Defaulting Party** has the meaning set out in 26.2;

**Operating Party** means, with respect to a Code-shared Flight, the Party operating such Flight with its own or leased aircraft;

**Requesting Carrier** has the meaning set out in clause 16.3;

**Reservation System** means the reservation system operated by or on behalf of a Party; and

**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, use tax, withholding taxes, excise taxes, gross receipts taxes, security taxes, transactional taxes, Ticket Taxes, exchange control taxes and/or fees, and interest and penalties related to the foregoing that may be imposed by any Competent Authority.

**Ticket Taxes** means any transactional taxes or passenger facility charges, including, without limitation, sales 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 Laws or industry standard.

**Ticketing Party** means the party (including any third party) who issued the ticket or e-ticket held by the relevant passenger.

## 1.2 **Headings**

Article, clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Agreement.

## 1.3 **Defined expressions**

Expressions defined in the main body of this Agreement have that defined meaning in the whole of this Agreement including the introduction and Appendices, unless the context requires otherwise.

## 1.4 **Negative obligations**

An obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

## 1.5 **Parties**

References to Parties are references to the Parties to this Agreement and references to a "Party" is a reference to one of the Parties (as appropriate).

## 1.6 **Persons**

References to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality.

## 1.7 **Plural and singular**

Words importing the singular number shall include the plural and vice versa.

## 1.8 **Clauses and introduction**

References to articles and the introduction are references to articles of, and the introduction (set out above) to, this Agreement.

## 1.9 **Documents**

A reference to documentation includes a reference to that documentation as modified, supplemented, novated or substituted from time to time, as may be agreed by the Parties.

## 1.10 **Statutes and regulations**

References to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation, including regulations issued by an administrative agency under the authority of the statutory provision.

## 1.11 **Include and including**

References to the words "include" or "including" are to be construed without limitation to the generality of the preceding words.

# 2. **Code-sharing**

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## 2.1 **Code-sharing**

- (a) Each Party hereby grants to the other the non-exclusive right to Code-share on a "free sell" basis on any Code-shared Flight for which it is the Operating Party in accordance with the terms and conditions of this Agreement.
- (b) The Code-shared Flights and/or Markets to which this Agreement relates and the schedules for those Flights are specified in **Appendix A**, as amended by the agreement of the Parties from time to time in writing (email shall suffice) and if applicable, subject to the necessary regulatory approval being obtained.
- (c) In determining the schedules for the Code-shared Flights, the Parties will co-operate to devise as seamless a product as possible with the objective of providing the best product to their passengers on the Code-shared Flights; provided however, that nothing herein shall require either Party to adjust its schedule to accommodate any Code-share flights.
- (d) Station Procedures in connection with the Code-shared Flights will be as prescribed in **Appendix B**.
- (e) Reservations and Special Service Requirements in connection with the Code-shared Flights will be as prescribed in **Appendix C**.
- (f) Revenue Accounting Procedures in connection with the Code-Shared Flights will be as prescribed in **Appendix D**.
- (g) Appendices A through D annexed to this Agreement and as amended by agreement of the Parties from time to time in writing are deemed to be part of this Agreement by the above references.

## 2.2 **General Requirements**

### (a) ***Certificates and Licences***

B6 and SA have and will maintain the requisite operating authorities and all other permits, licences, certificates and insurances required by the regulatory authorities of the United States of America, South Africa and any other relevant regulatory authorities to enable them to properly and legitimately perform the Code-shared Flights required by this Agreement.

### (b) ***Aircraft and Crews***

The Operating Party shall operate its Code-shared Flights in compliance with the requirements and regulations of the jurisdictions in which it operates, including but not limited to the requirements of United States of America and South Africa's, relevant regulatory authorities and all other governmental regulations applicable and shall operate the Code-shared Flights with its own or leased aircraft and crews in accordance with and subject to its usual business practices.

### (c) ***Airworthiness***

The aircraft operated by the Operating Party performing a Code-shared Flight shall be in an airworthy and fully operational condition, properly manned and equipped in accordance with Applicable Laws and fit for the operation agreed by the Parties. The aircraft will remain under the technical and operational control of the Operating Party at all times and shall be flown in accordance with the operational procedures of the Operating Party and Applicable Laws.

## 2.3 **Revenue Accounting**

- (a) Each Party shall set its own fares for air transportation on all Code-shared Flights sold under its designator code and flight number, subject to applicable bilateral air services agreements and Applicable Laws.
- (b) The Parties agree that nothing in this Agreement shall be interpreted in any way as detracting from or limiting the continuing right of each Party to market and sell capacity under its designator code and flight number on the Code-shared Flights, including the fare levels for transportation in such capacity, to the travelling public independently of the other Party.
- (c) Nothing in this Agreement confers any rights on either Party to restrict the other Party's ability:
  - (i) to maintain or change rates, fares, tariffs, markets, services, distribution and marketing methods, competitive strategies or similar matters; or
  - (ii) to engage in vigorous and full competition with each other and other entities; or
  - (iii) to do business, or choose not to do business, with other entities.
- (d) Subject to clause 10, each Party shall be responsible for all commission payments, related costs and interline service charges as well as marketing, selling and advertising costs in respect of traffic carried within its available capacity on the Code-shared Flights.
- (e) The Operating Party shall retain all flight coupons and the associated revenue, as prescribed in **Appendix D**, for all passengers boarded on its Flight.

### **3. Payments for Code-shared Flights**

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B6 and SA shall conduct administration and accounting procedures under this Agreement in accordance with the procedures contained in the Appendix D hereof.

It is understood that both B6 and SA are members of the IATA Clearing House and the settlement of the accounts will be done through the IATA Clearing House on a monthly basis. In the event that either Party defaults in its obligation to the IATA Clearing House, this Agreement will be suspended immediately and indefinitely until the suspended Party makes amends and/or alternative settlement arrangements acceptable to the other Party. If the situation persists for a period exceeding 30 days of the suspension without any rectification, the other Party may terminate this Agreement forthwith on expiring of the aforesaid period. In either circumstance, the Defaulting Party will indemnify the Aggrieved Party for all liabilities, losses, damages, costs or expenses which the other Party may incur as a result of the Defaulting Party's default in its obligation to the IATA Clearing House and/or the subsequent suspension or termination of this Agreement.

Unless the Parties otherwise agree, in respect of each Code-shared Flight, the relevant Operating Party will invoice the Marketing Party in respect of such Flights through the IATA Clearing House in accordance with IATA Clearing House procedures pursuant to the Special Prorate Agreement (SPA) made between B6 and SA, if applicable, in conjunction with this Agreement.

### **4. Tickets**

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Subject to the terms of this Agreement, each Party has the right to market the other Party's Code-shared Flights and sell seats on such Code-shared Flights using the Marketing Party's designator code rather than the Operating Party's designator code. The Operating Party will

accept tickets issued by the other Party for travel on Code-shared Flights without the necessity for endorsement.

## 5. Flight interruption manifests

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JetBlue does not issue paper or electronic Flight Interruption Manifests (FIMS). In the event that JetBlue Airways needs to involuntarily reroute a passenger across the lines of South African Airways, JetBlue will reissue the ticket. The Parties agree that settlement of such tickets will be in accordance with the IATA Revenue Accounting Manual (RAM) A2.2.6.

Any passengers of SA transferred to B6 using a Flight Interruption Manifest rules (**FIM Passengers**) will be charged by B6 to SA at the FIM rates agreed in the SPA or if such rates do not exist, in accordance with the IATA Revenue Accounting Manual (RAM) A2.2.6.

## 6. In-flight service

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- 6.1 The in-flight services provided on the Code-shared Flights will be the Operating Party's standard in-flight services.
- 6.2 The Operating Party will provide the same in-flight service offering to passengers travelling in the Marketing Party's capacity on Code-shared Flights as it provides to its own passengers travelling in the same class on those Code-shared Flights.

## 7. Free and reduced rate transportation

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Non revenue or reduced rate travel on the Code-shared Flights shall be administered by the Operating Party in accordance with the reduced rate agreement between the Parties in force from time to time.

## 8. Advertising, sales, communications, name and logo use

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### 8.1 Communications

The Code-shared Flights shall be marketed to the public using both the B6 and SA names and designators and incorporating, where reasonably appropriate and feasible, the various B6 and SA trademarks, service marks, logos, and other indicia used by B6 and SA in their passenger services. B6 and SA will co-operate fully to ensure that reservations, sales, and passenger handling services for all passengers connecting to or from the Code-shared Flights are provided in a manner that best meets the needs of all passengers using the Code-shared Flights.

### 8.2 Name/Logo Use

The Parties reciprocally recognise the other Party's property in and title to their own respective names, products, service marks, trademarks, logos and designator code. Except as otherwise permitted under this Agreement or other agreements between the Parties, neither Party shall use the name, products, service marks, trademarks, logos, or designator code of the other Party without the prior written permission of the other Party.

## **9. Traffic handling**

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- 9.1 All transportation documents, including all coupons, tickets or e-tickets, issued by the Marketing Party to Code-shared Passengers shall indicate the designator code and flight number of the Marketing Party.
- 9.2 On the Code-shared Flights, the Marketing Party shall be considered as the Carrier and shall be deemed to have concluded and entered into the Conditions of Carriage with the Code-shared Passengers. For clarity, the Marketing Party's Conditions of Carriage shall govern the transportation of Code-shared Passengers.
- 9.3 Notwithstanding anything contained in this clause 9, the liability as between the Parties shall be governed by the provisions of clause 21 of this Agreement.

## **10. CRS and GDS charges and commission**

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- 10.1 All charges levied by any CRS or GDS provider in respect of Code-shared Flights shall be for the account of the Party whose flight designator is the one used to effect the reservations through the CRS on the relevant Code-shared Flight.

## **11. Publication of schedules**

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- 11.1 The Parties will ensure the Code-shared Flights are included in all public flight listings and industry schedules, including but not limited to:
- (a) the Official Airline Guide, Innovata and similar passenger schedule information services; and
  - (b) CRS and each Party's Reservation Systems.
- 11.2 Each Code-shared Flight shall be identified in such guides, CRS and each Party's Reservation Systems by both the designator codes of the Parties.
- 11.3 The Parties will ensure that in all industry publications, and distribution system displays, the code of the Marketing Party shall be supplemented with the words "Operated by [*insert name of Operating Party*]".

## **12. Conditions of carriage, claims procedure, immigration**

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### **12.1 Conditions of carriage**

The Conditions of Carriage of the Marketing Carrier (i.e., the carrier whose code appears on the Codeshare Passenger's flight coupon) shall, with respect to rights and obligations of the Codeshare Passengers, be deemed to govern the transportation of Codeshare Passengers on Codeshare Flights. Prior to the implementation of Codesharing, the Carriers will use commercially reasonable efforts to identify any material discrepancies between their respective Conditions of Carriage and use commercially reasonable efforts to develop procedures to minimize potential service inconvenience or disruption to Codeshare Passengers due to such discrepancies. The Marketing Carrier shall ensure that the applicable Conditions of Carriage of the Parties are notified to the Code-shared Passengers to the extent and in the manner required by Applicable Laws. For example, the Marketing Carrier will ensure that the Conditions of Carriage of the Operating Carrier are incorporated by reference into the Conditions of Carriage

of the Code-shared Passengers. For the avoidance of doubt, with respect to each Carrier's actual operation of flights, the Operating Carrier will conduct the Code-shared Flights in accordance with its own Conditions of Carriage. . Notwithstanding anything in this Section 12.1 the liability of the Parties to each other with respect to passenger claims shall be governed by Sections 18 and 21.

#### **12.2 Notification of policies and procedures and Conditions of Carriage**

Within 10 working days of the Effective Date each Party will provide to the other Party a copy of its policies and procedures and Conditions of Carriage as applicable to Code-shared Flights. Each Party must notify the other Party promptly of any material change to its policies and procedures or Conditions of Carriage.

#### **12.3 Claims procedure**

- (a) Each Party will handle and bear the cost of all customer complaints received by it in accordance with its own customer complaint handling procedures where such complaint is in connection with the Party's actions or omissions with respect to a Code-shared Flight. Should a Party receive a customer complaint in connection with the other Party's actions or omissions with respect to a Code-shared Flight, the Party will refer the complaint to the other Party for that other party to handle and bear the cost of the customer complaint in accordance with its own customer complaint handling procedures.
- (b) The Party that receives a complaint will use its best efforts to resolve the issue at first point of contact, except a complaint that relates to an in-flight injury or accident which must be referred to the Operating Party for handling.
- (c) If the complaint relates to the conduct of both the B6 and SA, then, subject to 12.3(b), the Parties will work together to resolve the complaint but the final claims handling authority rests with the Operating Party and its insurers. The Operating Party will take the lead.

#### **12.4 Immigration**

The party that delivers a passenger with non-existent or non-complying immigration and/or customs documentation shall be liable for any and all costs and expenses incurred by the other party associated therewith, including fines and repatriation costs.

### **13. Regular and Irregularity handling and oversales**

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#### **13.1 Captain-in-Command**

- (a) The Captain-in-Command of any aircraft operating a Code-shared Flight will have the ultimate responsibility with respect to the operation, disposition, safety and performance of the Code-shared Flight. The Captain-in-Command will also have complete discretion concerning:
  - (i) passengers, cabin crews, baggage, cargo and mail to be carried on a Code-shared Flight and their distribution; and
  - (ii) whether or not the Code-shared Flight will operate and where the Code-shared Flight will land.

- (b) Each Party acknowledges that, in its capacity as Marketing Party of a Code-shared Flight, it will respect and be bound by all such decisions of the Captain-in-Command.
- (c) Subject to the Marketing Party's compliance with clause 13.1(b), the Operating Party will indemnify and hold harmless the Marketing Party for all losses, damages, costs and expenses **that are recoverable under the applicable contract of carriage** related to the decisions taken by the Captain-in-Command.

### 13.2 Notice of Disrupt

Each Party will, in respect of the flights that are part of a codeshare itinerary for which it is the Operating Party, give to the other Party prompt notice of any actual or anticipated Disrupt as soon as possible. The Operating Party will report agreed upon Disrupts by email or telephone call in the case of:

B6 to SA: e-mail: [Redacted]  
telephone:+[Redacted]

SA to B6: e-mail: [Redacted] and [Redacted]

### 13.3 Continuation of Code-shared Flight

Each Party will comply with any agreed procedures for and will co-operate as fully as possible in the event of any Disrupt with a view to:

- (a) minimising delay and inconvenience to passengers; and
- (b) minimising the loss of revenue to either Party.

### 13.4 Costs of Disrupt

- (a) In any Disrupt affecting a Code-shared Flight or resulting in the offloading or downgrading of the Marketing Party's customers, the Operating Party will, subject to clause 13.5, bear all reasonable and substantiated costs associated with such event, including the cost of meals, accommodation, transfers and alternative travel arrangements to the final ticketed destination. The Parties will review their existing procedures for accommodating passengers in the event of a Disrupt or overbooking to determine their adequacy for the purpose of this Agreement.
- (b) The provisions of this Agreement will not prevent the Marketing Party from making representations, or offering additional assistance or compensation, to passengers for whom it is the Designated Party, provided that, notwithstanding any other provision of this Agreement to the contrary, and save as otherwise agreed with the Operating Party, the Marketing Party will be wholly liable for, and will indemnify the Operating Party for any loss, damage, cost or expense incurred or suffered by the Operating Party in respect of, any such offer or representations, assistance or compensation.
- (c) If any Disrupt of a Code-shared Flight occurs, the Parties agree to reissue the affected coupon to enable the passenger to reach the same destination across the lines of those carriers with which the reissuing carrier has authority to involuntarily reroute passengers.

### 13.5 Flight cancellation

In the event of cancellation of a Code-shared Flight, the following procedures will apply:

- (a) If such cancellation is notified to the Marketing Party **48** hours or more before scheduled time of departure, each Party (or its nominated agent) will assume the



responsibility for notifying the passengers who hold tickets with its designator code and making necessary arrangements for alternative transportation. Where possible, the Parties will rebook passengers on other Code-shared Flights. Any costs and expenses incurred for such alternative transportation for any passenger will be absorbed by the Designated Party in accordance with its applicable policies and procedures.

- (b) If such cancellation and notice to the Marketing Party is less than **48** hours before scheduled time of departure, the Operating Party (or its nominated agent) will, with the assistance of the Marketing Party where practical, make all necessary arrangements to transport all passengers to the destination of the relevant Code-shared Flight. Any costs and expenses incurred for such alternative transportation will be borne by the Operating Party, in accordance with its applicable policies and procedures. The Operating Party will notify the Marketing Party promptly of all alternative travel arrangements it makes for the Marketing Party's passengers.

**13.6 Substitution of aircraft**

The Operating Party has the right to substitute from time-to-time an alternative aircraft type due to unserviceability or other technical reasons and will in such event advise the Marketing Party accordingly as soon as is reasonably practicable.

**13.7 Consultation**

The Parties will consult in good faith upon the occurrence of Disrupts with respect to Code-shared Flights where such Disrupts are not covered by this Agreement.

**13.8 Equal treatment**

For the convenience of all passengers of the Parties, in the event of a Disrupt, equal treatment and amenities will be extended to both Parties' passengers of the relevant Code-shared Flight.

**13.9 Overbooking and denied boarding**

Where there is insufficient capacity on a Code-shared Flight to accommodate a confirmed passenger, resulting in a passenger offload or denied boarding, the Operating Party will:

- (a) use reasonable endeavours to ensure that both Parties' passengers who hold confirmed reservations for the flight are not offloaded or denied boarding;
- (b) be responsible for the handling of such passengers at the Operating Party's cost and ensure that the Marketing Party's customers receive services, compensation and benefits to at least the same standard as would be afforded to the Operating Party's passengers; and
- (c) bear the cost of such compensation, including downgrade compensation, except that if the Marketing Party caused the passenger offload, that Marketing Party must reimburse the Operating Party for all such costs.

In the event coupons are endorsed to a third party carrier, the Designated Party will arrange settlement with the third party carrier under normal interline procedures.

**13.10 Involuntary rerouting**

Procedures in accordance with IATA Resolution 735d. Code Share Passengers shall be re-booked primarily onto alternative B6 or SA services where available.

### **Missed connections**

Provided the routing is on one ticket the Operating Party, in this instance either B6 or SA, shall cover the reasonable costs of providing passenger amenities to Code-shared Flight passengers who fail to make their connections to or from the Code-shared Flights of the Marketing Party as a result of matters within B6 or SA's control, i.e. flight cancellation, delay, short term equipment changes or overbooking. These passenger amenities shall include items such as hotel accommodation, and meals as appropriate. The Parties agree to work closely together to minimise any costs to either of them in such circumstances. IATA Resolution 735d shall apply in all other circumstances.

#### **13.11 Use of flight numbers**

The Operating Party will include the Marketing Party's flight numbers in all SSIM (Standard Schedule Information Manual), SSM (Standard Schedule Message), ASM (Adhoc Schedule Message).

### **14. Applicability of policies, rules and procedures**

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In the event this Agreement is silent with respect to whether B6 or SA's policies, rules and procedures are applicable and in the absence of any applicable agreement, law, rule or regulation, the policies, rules and procedures of the Operating Party shall apply to the extent consistent with the terms of this Agreement.

### **15. Security**

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In the operation of Code-shared Flights, the Operating Party may utilise its own security programmes. In undertaking the respective security programmes, the Operating Party may interview passengers, x-ray baggage and perform such other functions as it may choose in its sole discretion. B6 and SA agree to cooperate in all matters pertaining to security procedures, requirements and obligations in respect of all points to or from which the Code-share Flights operate subject to the requirement to obtain any appropriate regulatory authority or approval from the applicable Competent Authority.

### **16. Emergency procedures**

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#### **16.1 Emergency Response**

Both Parties shall comply with emergency response plans and procedures for mutual assistance as they may subsequently agree upon within 60 days of the execution of this Agreement.

#### **16.2 Additional requirements**

In addition to the requirements of clause 16.1, the Parties agree that the following additional requirements will apply in respect of an accident or emergency affecting any Code-shared Flight:

- (a) The Operating Party is to manage the reconciliation/verification of the passenger manifest in accordance with its own procedures and Applicable Laws. The Marketing Party is to assist with this process where passengers for whom it is the Designated Party are involved in the emergency.
- (b) It is the Operating Party's responsibility to act as the central point for the collection of all passenger data regarding the affected Code-shared Flight as required for post

incident/accident investigation. The Marketing Party is to cooperate in providing such data in regard to passengers for whom it is the Designated Party.

- (c) The Operating Party is responsible for the welfare of all passengers and crew and their families. The Marketing Party is responsible for providing information about its passengers for whom it is the Designated Party and their families in support of the humanitarian response of the Operating Party.
- (d) The Marketing Party is to refer initial calls from family and friends of passengers for whom it is the Designated Party to the Operating Party and shall observe information guidelines set by the Operating Party in handling public inquiries about ticketed passengers of the Marketing Party.
- (e) The Operating Party must provide a list detailing the names of all of the passengers, for whom the Marketing Party is the Designated Party, on board any affected Code-shared Flight as soon as reasonably practicable and the information is properly reconciled. The Marketing Party must not release such information or any part of such information to any third party without the prior written approval of the Operating Party, which must not be withheld or unreasonably delayed if the Marketing Party is required by law to release the information.
- (f) The Operating Party is to retain responsibility for overall management and finance for an emergency response in accordance with its procedures. The Operating Party will reimburse all actual and reasonable costs incurred by the Marketing Party in providing any such required assistance to the Operating Party in respect of passengers for whom the Marketing Party is the Designated Party. Any expenses incurred by the Marketing Party for an emergency response shall be billed to the Operating Party within sixty (60) days of the occurrence.
- (g) The Marketing Party must not without the prior written approval of the Operating Party make any admission of liability on behalf of itself or the Operating Party in respect of any accident or emergency.
- (h) The Marketing Party must not, except as required by law, make any comment on the cause of any incident or accident involving a Code-shared Flight to any third party including the media, any passenger or any relative or friend of any passenger without prior written approval of the Operating Party.
- (i) Each Party is individually responsible for maintaining the security of data entrusted to that Party by passengers or their agents, especially during emergency response.
- (j) In the event of an operational emergency affecting the passengers of a Code-shared Flight, the Operating Party shall notify the Marketing Party without delay to provide relevant details of the emergency by referring to the following contacts (or as otherwise notified in writing):

**South African Airways**

<b>Administrative Contact</b>	<b>Emergency Contact</b>
<b>Emergency Response Procedures</b>	<b>Operations Control Centre</b>
<b>SITA/Tel/Fax</b>	<b>SITA/Tel/Fax</b>
<b>Name:</b> Redacted	<b>ATTN:</b> Redacted
<b>Title:</b> Manager Emergency Response	<b>Title:</b> OCC Duty Manager

Planning & Co-Ordination	Tel: <b>Redacted</b>
Tel: <b>Redacted</b>	Fax: <b>Redacted</b>
Fax: <b>Redacted</b>	Email:
Email: <b>Redacted</b>	<b>Redacted</b>

**JetBlue Airways**

<b>Administrative Contacts</b>	<b>Emergency Contact</b>
<b>Emergency Response Procedures</b>	<b>Systems Operations Control</b>
<b>SITA/Tel/Fax</b>	<b>SITA/Tel/Fax</b>
<b>Name:</b> <b>Redacted</b>	<b>ATTN :</b> <b>Redacted</b>
Title: Director, Emergency Response and Care	Title: Manager on Duty
Tel: <b>Redacted</b>	Tel: <b>Redacted</b>
Fax: <b>Redacted</b>	Fax: <b>Redacted</b>
Email: <b>Redacted</b>	Email: <b>Redacted</b>

**16.3 Request for Assistance**

If, following an accident or emergency, one Party (**Requesting Carrier**) requests the assistance of another Party (**Assisting Carrier**) to handle aspects of an emergency situation and the Assisting Carrier provides such assistance (**Assistance**):

- (a) the Assisting Carrier will endeavour to provide assistance of the type and to the extent and for the duration of the Requesting Carrier's request however, nothing in this Agreement or any written policy or procedures will impose an obligation on a Party to provide Assistance to the other Party;
- (b) the Requesting Carrier must pay all costs and expenses incurred by the Assisting Carrier in the provision of the Assistance in accordance with this Agreement, including salary costs for activated personnel, reasonable rates for internal staff time, communication costs, materials costs, costs paid to third parties and any other miscellaneous direct or indirect costs incurred in consequence of the Assistance being provided. All such costs and expenses will be charged to the Requesting Carrier on an actual cost basis in the currency in which the cost is incurred. The costs and expenses must be paid by the Requesting Carrier within thirty (30) days after the end of the month in which the relevant invoice from the Assisting Carrier was received;

- (c) except in the case of gross negligence or wilful misconduct on the part of the Assisting Carrier or its personnel, the Requesting Carrier indemnifies (and must keep indemnified) and holds harmless the Assisting Carrier and its personnel against any and all loss, damage, cost or expense arising out of, or in connection with any claims suffered or incurred by those indemnified in relation to:
- (i) any act or omission of the Assisting Carrier or its personnel in connection with the provision of the Assistance;
  - (ii) any act or omission of the Requesting Carrier or its personnel in connection with requesting the Assistance;
  - (iii) any loss of or damage to the property belonging to the Assisting Carrier or its personnel, whilst providing the Assistance, irrespective of the cause of such loss or damage;
  - (iv) any injury of whatever kind, and howsoever caused, including the death of personnel of the Requesting Carrier, any third party or of the Assisting Carrier, in connection with providing the Assistance; and
  - (v) any deficiency in the Assistance provided for whatever reason,
- provided that such loss, damage, cost or expense arises or is incurred as a result of assistance specifically requested (verbally or in writing) by the Requesting Carrier; and
- (d) to the extent permitted by law, the Requesting Carrier waives, releases and renounces all warranties, obligations and liabilities of the Assisting Carrier, express or implied, arising by law or otherwise, with respect to any deficiency in the Assistance provided or any other thing connected with the Assistance, including any implied warranty of fitness for a particular purpose or merchantability, any liability arising from strict liability in tort or implied warranty arising from course of dealing.

Each Party must procure and maintain at its own cost and expense throughout the term of this Agreement worldwide legal liability insurance coverage including, where possible, coverage for liabilities which the other Party as the Assisting Carrier may incur in connection with this Agreement. Each Party must procure (to the extent of the indemnity set out in this clause) that its insurers renounce their rights of subrogation and recourse against any Assisting Carrier. The requirements of this insurance clause in no way reduce the obligations of a Party to effect insurance as required elsewhere in this Agreement.

## **17. Compliance with regulations**

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- 17.1 Nothing in this Agreement will require either Party to contravene any government law, rule or regulation, including, but not limited to, compliance with the Federal Family Assistance Act of 1996. The Parties confirm that all transportation services and advertising or other forms of solicitation of that Party will comply in full with Applicable Laws.
- 17.2 Both B6 and SA will comply with Applicable Laws to its dealings with passengers, consumers, the sale of passenger transportation by air and the operation of the business and shall maintain all applicable licenses, permits and consents, including an IATA License and those imposed by industry bodies, required to enter into and perform its obligations under this Agreement.
- 17.3 Each Carrier will comply with the consumer protection laws of all Competent Authorities applicable to it in connection with the services it will provide a consumer resulting out of this agreement.

- 17.4 Nothing in this Agreement precludes the Operating Party from operating additional flights not covered by this Agreement or codesharing with other carriers on the same routes as the Code-shared Flights.

## 18. Insurance

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- 18.1 Throughout the duration of this Agreement, the Operating Carrier shall procure and maintain the following insurances in respect of the Code-shared Flights, operated by it or its Affiliates, as contemplated by this Agreement.

(a) Aircraft Hull All Risks and Hull War and Allied Perils Insurances for the aircraft operated and shall cause its Insurers to waive any and all rights of subrogation against the other Party, its directors, officers, agents and employees to the extent the Marketing Party, its directors, officers, agents and employees is entitled to indemnification.

(b)

(i) Aircraft Third Party, Aviation Third Party, Passenger, Baggage, Cargo and Mail Legal Liability Insurance for a combined single limit (bodily injury/ property damage) of at least **Redacted**

(ii) Third party war risks and allied perils liability insurance and/or government indemnity as per standard insurance industry **Redacted**

**Redacted** or such other limit as may be imposed by the aviation insurance market or any government scheme from time to time.

- 18.2 Such legal liability insurance in 18.1(b)(i) and (b)(ii) shall contain the following provisions:

- (a) include the other Party, its directors, officers, agents, and employees as additional assureds (the "Additional Assureds") except to the extent claims are due to the wilful misconduct or gross negligence of the other Party, its directors, officers, agents and employees.
- (b) provide that the insurance shall operate in all respects as if a separate policy had been issued covering each Party insured hereunder. Notwithstanding the foregoing the total liability of Insurers in respect of any and all insureds shall not exceed the limits of liability stated in the policy.
- (c) provide that this insurance shall be primary and without right of contribution from any other insurance carried by the Additional Assureds.
- (d) provide that the Additional Assureds shall have no responsibility for any premium and Insurers shall waive any rights of set-off or counter-claim against the Additional Assureds.
- (e) provide that, except in respect of any provision for cancellation or automatic termination specified in the policy or any endorsement thereof, the cover provided may only be cancelled or materially altered in a manner adverse to the Additional Insureds by the giving of not less than thirty (30) days (ten (10) days in the event of cancellation due to non-payment of premium) notice in writing except that with respect to war and allied perils coverage, such period of notice shall be seven (7) days or such lesser period as may be customarily available

Not less than ten (10) days prior to either Party first performing the Services hereunder, and prior to the expiration or other termination of any such insurance, the Operating Party shall furnish to the Marketing Party certificates evidencing that they meet the insurance required hereby. All insurance required to be carried hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the applicable jurisdictions and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-", or (b) an international reputation in the aviation marketplace, or (c) as approved by the other party.

## **19. Taxes**

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- 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 Party 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 Party shall collect, report and remit to the taxation authorities any non-interlineable Ticket Taxes levied in connection with sales of the Code-shared Flights.
  - (b) The Ticketing Party shall collect any interlineable Ticket Taxes levied in connection with the sales of the Code-shared Flights. If the Ticketing Party is the Marketing Party or a third-party, the Operating Party may report and issue a debit invoice to the Ticketing Party through the IATA Clearing House for any interlineable Ticket Taxes in connection with the sales of the Code-shared Flights. The Operating Party shall remit to taxation authorities all such interlineable Ticket Taxes.
  - (c) The Operating Party may bill the Ticketing Party for any Ticket Taxes due or payable on or measured by passenger enplanement and payable or remittable by the Operating Party or the Marketing Party in accordance with industry guidelines outlined in the IATA Revenue Accounting Manual (IATA-RAM).
  - (d) If the Ticketing Party is a third-party, the Marketing Party shall use commercially reasonable efforts to cause such third-party to implement the foregoing provisions.
  - (e) The invoicing of Ticket Taxes shall be governed by the IATA Revenue Accounting Tax Database (RATD), unless otherwise mutually agreed to by the Parties in writing. Notwithstanding the foregoing, should the relevant Competent Authority mandate the imposition of any Ticket Taxes contrary to the IATA RATD, such mandate shall govern the invoicing of such Ticket Taxes.
- 19.3 Notwithstanding the provisions of Section 19.2, if the Ticketing Party is prohibited by Applicable Law from collecting certain Ticket Taxes in the country where tickets are sold or where travel documents are issued, then the Ticketing Party is relieved only from collecting such Ticket Taxes so prohibited by Applicable Law and shall notify the Operating Party, (i) no later than the Effective Date with respect to any such Applicable Law existing as of such date and (ii) within thirty (30) days of the enactment of any such Applicable Law after the

Effective Date, which Ticket Taxes it is prohibited from collecting and render reasonable assistance to the Operating Party 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 Code-shared 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 forty five (45) days' advance notice of its intent to withhold the Taxes and the legal basis for such withholding. The Payor shall inform the Payee:
- (a) within fifteen (15) days of receipt by the Payor of any directives that may be given to the Payor by such taxation authority; and
  - (b) within fifteen (15) days of payment by the Payor to the relevant Competent Authority of the amounts withheld by Payor.
- 19.5 In the event the Payor is required to withhold taxes under the procedures of clause 19.4, the Payor shall provide to the Payee within sixty (60) days from the date such withholding taxes are paid to the Competent Authority, all official receipts and copies of paid checks for such withholdings and remittances made to the appropriate Competent Authority that 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 Competent 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 thirty (30) days of receipt of such notice. If the Party receiving such notice from a Competent 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 Article 21. The Indemnifying Party shall have the option to defend or contest such Assessment in accordance with the procedures set forth in Article 21.

## **20. Settlement of disputes**

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In the event of a dispute between the Parties concerning this Agreement, including any dispute as to its existence or validity, that is not settled by negotiations between the Parties, either Party may by written request to the IATA Director General require the dispute to be finally settled by arbitration in accordance with the procedures contained in IATA Resolution 780 "Form of Interline Traffic Agreement" which arbitration shall be considered as an integrated part of this Agreement. The arbitration shall be conducted in the English language and take place in a neutral location mutually agreed upon by the Parties. As provided in the IATA Interline Traffic Agreement, the tribunal shall settle its own procedure except for governing law.

## **21. Liability and Indemnity**

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### **21.1 Indemnity**

- (a) In this Article 21, "Claim" shall mean any liabilities, damages, claims or penalties, including costs of investigation, litigation, settlement costs and reasonable legal fees; and each indemnified party shall include its respective officers, employees and agents.



- (b) The Operating Party shall indemnify and hold harmless the Marketing Party from Claims asserted or recovered by any third party by reason of:
- (i) the death of or injury to persons or the loss of or damage to property or the delay of persons or property (excluding Operating Party property) occurring while such persons or property are under the control or in the custody of, or are being transported by, the Operating Party; or
  - (ii) the Operating Carrier's breach of its own Conditions of Carriage, orders or regulations binding upon the Operating Party;
  - (iii) infringement of a third party's intellectual property or similar rights by the Operating Party's trademarks, service marks, logos, and other indicia; or
  - (iv) any and all Taxes (excluding penalties with respect to Marketing Carrier's failure to timely remit and/or report Taxes to the Competent Authority), levied upon the Operating Party (or for which it is otherwise responsible) but paid by the Marketing Party, resulting from any transaction or activity contemplated by this Agreement; or
  - (v) the Operating Party's breach of any of its representations or warranties set forth in this Agreement.
- (c) The Marketing Party shall indemnify and hold harmless the Operating Party from Claims asserted or recovered by any third party by reason of:
- (i) the death of or injury to persons or the loss of or damage to property or the delay of persons or property (excluding Operating Party property) occurring while such persons or property are under the control or in the custody of, or are being transported by, the Marketing Party; or
  - (ii) breach by the Marketing Party of its own Conditions of Carriage, orders or regulations binding upon the Marketing Party; or
  - (iii) any inconsistency between the Conditions of Carriage of the Operating Party and those of the Marketing Party where Applicable Laws or any Competent Authority requires the Marketing Party to apply the Conditions of Carriage of the Operating Party; or
  - (iv) infringement of a third party's intellectual property or similar rights by the Marketing Party's trademarks, service marks, logos, and other indicia; or
  - (v) any and all Taxes (excluding penalties with respect to Operating Carrier's failure to timely remit and/or report Taxes to the Competent Authority), levied upon the Marketing Party (or for which it is otherwise responsible) but paid by the Operating Party, resulting from any transaction or activity contemplated by this Agreement; or
  - (vi) the Marketing Party's failure to properly issue and complete transportation documentation in accordance with Applicable Laws and with the provisions of the standard IATA ticketing requirements and procedures (as amended from time to time to the extent to which such procedures do not infringe on the requirements of Applicable Laws; or
  - (vii) the Marketing Party's breach of any of its representations or warranties set forth in this Agreement.

- (d) Notwithstanding the above clause 21.1(b) above, the Operating Party shall not be required to indemnify the Marketing Carrier for any portion of any liability arising from the Marketing Carrier's breach of this Agreement, negligence or wilful misconduct. Notwithstanding the above clause 21.1(c) above, the Marketing Party shall not be required to indemnify the Operating Party for any portion of any liability arising from the Operating Party's breach of this Agreement, negligence or wilful misconduct.

**21.2 Indemnity in respect of employees on duty under the Agreement**

Each Party shall, with regard to its own employees, indemnify and hold the other Party harmless from death or injury Claims unless the death or injury occurred while employee was engaged in transportation by air as a ticketed passenger or resulted from the indemnified Party's breach of this Agreement, negligence or wilful misconduct.

**21.3 Survivability**

- (a) The indemnity provisions in this Agreement, including but not limited to those indemnity provisions contained in clauses 21.1 and 21.2 above, shall remain in effect and survive any expiration or termination of this Agreement, provided that any liabilities pursuant to the indemnification provisions that are not covered by insurance will terminate five (5) years after the expiration or termination of this Agreement.

**21.4 Traffic documents and reservations**

Each Party will be responsible for the issuance of its own traffic documents and the reservation of space on the Code-shared Flights, and shall indemnify the other Party, its directors, officers, agents and employees against all third party claims, demands, costs, expenses and liability arising from failure to issue traffic documents and/or reservation of space, provided that such indemnification shall not cover claims caused by the negligence or misconduct of the other Party or any of its directors, officers, employees or agents.

**21.5 Notice of claim**

Each Party must advise the other Party of any claim, action or proceeding that is presented to or instituted against it in respect of matters to which indemnities are applicable. Each Party must co-operate in the resolution, settlement or defence of such claim, action or proceeding but the final claims handling authority rests with the indemnifying Party and its insurers.

**21.6 Liability for Subcontractors**

If the Operating Party subcontracts the operation of a Code-shared Flight to a third party, the liability of the Operating Party shall remain unaffected, and the Operating Party will ensure that an indemnity clause similar to clause 21.1 and similar insurance requirements with no less stringent conditions and complying in all respects with clause 18 are included in the subcontract.

**22. Independent contractors**

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The Parties confirm that their relationship under this Agreement is that of independent contractors and nothing contained in or relating to this Agreement is intended or shall be construed to create or establish a partnership or joint venture.

## 23. Force Majeure

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### 23.1 Definition

In this clause 23 (**Force Majeure**), force majeure will mean any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of (and not reasonably foreseeable or capable of being planned for by) the Party so prevented after the exercise of reasonable diligence (which, for the avoidance of doubt, in the case of either Party includes the maintenance at all times of disaster recovery plans expected of competent persons in the airline industry), including strikes, lockouts or other industrial disputes (whether involving the workforce of the Party so prevented or of any other party), act of God, war or war-like conditions, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, act of terrorism, global pandemic, breakdown of plant or machinery, disruption of communication, fire, flood or storm, natural calamity (including but not limited to excessive or unusual weather conditions) provided that:

- (a) neither lack of funds, nor an intentional act or omission of that Party or misconduct by any third party employed or engaged as an agent or independent contractor by that Party will be interpreted as a cause beyond the reasonable control of that Party; or
- (b) mere shortage of materials, equipment or supplies will not, of itself, constitute force majeure,

unless caused by events or circumstances which are themselves Force Majeure.

### 23.2 Failure to perform

If either Party is prevented or delayed in the performance of any of its obligations under this Agreement (other than its obligations under clause 3) by Force Majeure, that Party will:

- (a) on becoming aware of the Force Majeure, promptly serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, the date of commencement of, the expected duration of, and the obligation affected by the Force Majeure;
- (b) subject to service of such notice and to clause 23.4, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations; and
- (c) after the cessation of the Force Majeure, promptly notify the other Party in writing of the cessation of the Force Majeure and resume performance of its obligations under this Agreement.

### 23.3 Long term failure

If either Party is prevented from performance of its obligations under this Agreement by Force Majeure for a continuous period in excess of sixty (60) days, the other Party may terminate this Agreement upon giving fourteen (14) days written notice of termination to the Party so prevented, in which case neither Party will have any obligations, rights or liabilities to the other except any obligations, rights and liabilities which have accrued prior to the date of such termination or claims which a Party may have against the other for prior breach of this Agreement, and termination will not affect any provision of this Agreement which is expressly or by implication provided to come into effect on or continue in effect after such termination.

#### 23.4 Reasonable Endeavours

The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of Force Majeure will use all reasonable endeavours to mitigate the effects of the cause on that Party's obligations under this Agreement and perform its obligations under this Agreement on time despite the continuance of the Force Majeure event.

### 24. Waiver

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24.1 Any delay, failure or forbearance by a Party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this Agreement shall not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this Agreement shall not be effective unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

24.2 Any waiver by either Party of performance of any obligation in this Agreement on the part of the other Party will not affect the right of the first named Party to require strict compliance of the other Party with any other obligation in this Agreement and shall not be, or be deemed to be, a waiver of any other or subsequent breach.

### 25. Term

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#### 25.1 Effective Date

Subject to the granting of all necessary governmental approvals, **this Agreement shall commence on July 16, 2013 (the Effective Date)** and shall remain in full force and effect until terminated in accordance with the provisions of clause 26.

#### 25.2 Status of tickets on termination

- (a) The Marketing Party in respect on any Code-shared Flight will not market, offer for sale, or sell, any further tickets on that Code-shared Flights from the date on which the Agreement is terminated.
- (b) The Parties agree to honour tickets issued by either Party prior to the termination of the Agreement, for transportation on a Code-shared Flight subject to mutually agreeable terms.

### 26. Termination

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#### 26.1 Termination without cause

This Agreement may be terminated by either Party:

- (a) at any time following the Effective Date upon giving at least six (6) calendar months written notice to the other party; and
- (b) immediately without written notice in the event any requisite government approval, authority, licence or permit necessary for the operation is revoked or withdrawn.
- (c) At any time by mutual agreement of the Parties.

#### 26.2 Event of Default

In this clause 26 (**Termination**), an Event of Default will occur in respect of a Party (the **Defaulting Party**) if:

- (a) it commits any breach of this Agreement and does not remedy same within one (1) calendar month of receipt of written notice of such breach from the other Party (the **Non-Defaulting Party**);
- (b) it is subject to an Insolvency Event;
- (c) either:
  - (i) that Party's Air Operators Certificate or International Air Services Licence or any equivalent or replacement certificate or licence is suspended, revoked or expires without being replaced; or
  - (ii) it materially breaches any civil aviation safety obligation (whether imposed by statute, regulation or otherwise by a Competent Authority);

### 26.3 **Termination by Default**

Either Party may, by written notice to the other Party, immediately terminate this Agreement if an Event of Default occurs under any of clauses 26.2(a), 26.2(b), or 26.2(c).

### 26.4 **Consequences of termination**

- (a) In the event of termination, the terminating Party shall incur no liability for any expenses, costs or damages of any kind incurred by the other Party as a consequence of such termination or any compensation by reason thereof as long as the notice of termination is given in accordance with the provisions of this Agreement.
- (b) The termination of this Agreement howsoever caused will be without prejudice to any obligations, rights or liabilities of any of the Parties which have accrued prior to the date of such termination or claims which a Party may have against the other for prior breach of this Agreement and will not affect any provision of this Agreement which is expressly or by implication provided to come into effect on or continue in effect after such termination.

### 26.5 **Merger or change of control**

In the event that after the Effective Date either Party acquires or gains controls of another entity which is engaged in air transportation or merges with such other entity or if the direct or indirect beneficial ownership of either Party is acquired or becomes held by a legal entity that is not a party to this Agreement, it shall without delay inform the other Party of any potential acquisition (to the extent such potential acquisition is publicly known), acquisition of control or like transaction as soon as it may legally do so. The other Party, then, shall have the rights to review this Agreement or at its option to terminate this Agreement on at least 30 days written notice to the other Party. The effect and consequences of termination will be in accordance with clause 26.4.

## 27. **Confidential information**

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### 27.1 **Confidential Information**

Subject to clause 27.2, and in accordance with the Non-Disclosure Agreement signed by the Parties on December, 2, 2010, each Party will at all times keep confidential all information of

whatever nature which has been or may be received or obtained as a result of negotiating, entering into or performing this Agreement which:

- (a) relates to this Agreement, the provisions, or subject-matter of this Agreement; or
- (b) is identified as being information that would reasonably be understood as being confidential information and which pertains to either Party and their respective business operations,

and will not directly or indirectly make or allow any disclosure or use to be made of the Confidential Information, and will use all reasonable endeavours to prevent the use or disclosure of Confidential Information by any person.

## **27.2 Exceptions**

The obligations contained in clause 26.1 do not apply to:

- (a) disclosures that are reasonably required by a Party to obtain or maintain any regulatory approvals or consents necessary in relation to this Agreement;
- (b) disclosures to directors, officers or employees of the Party, whose function requires that such information is disclosed to the same for the purposes of or in connection with this Agreement;
- (c) disclosures to legal advisers, bankers, auditors and other consultants of the Party requiring the information for the purposes of advising that Party in connection with this Agreement;
- (d) disclosures with the prior written consent of the Party who supplied the information;
- (e) information which is lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information free of restriction as to its use or disclosure;
- (f) disclosures to any tax authority; or
- (g) disclosures required by law or a stock exchange, and then only after advising the other Party of that requirement;
- (h) if the information is strictly and necessarily required to be disclosed in connection with either legal proceedings or applications to any regulatory bodies or authorities relating to this Agreement, and then only after advising the other Party of that requirement (save that no such notification will be required where such notification is prohibited by law); or
- (i) to the extent that the information is or becomes available in the public domain without breach by a Party of its confidentiality obligations under this clause.

## **27.3 Disclosure of Information**

A Party disclosing Confidential Information under clauses 27.2 (a), (b) or (c) must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 27.2 and shall, where able to do so, inform the non-disclosing party of the planned disclosure in advance of the disclosure.

**27.4 Use of Information**

Each Party may only use the Confidential Information to the extent necessary to obtain the benefit of, or to carry out obligations under this Agreement but for no other purpose whatsoever.

**27.5 Return of information**

Following termination of this Agreement, each Party will (upon request by the other Party) immediately deliver to the other Party or, with the written consent of the other Party, destroy all Confidential Information (including all copies or reproductions of the same and all material referring to any Confidential Information) within that Party's possession or control (with the exception of board papers and all other records that the Party is by law obliged to retain) or in the possession or control of persons who have received Confidential Information from it under clauses 27.2(a), (b) or (c), together with a certificate signed by an authorised person of the relevant Party confirming that the information returned or destroyed (as the case may be) comprises (with the exception of board papers and all other records that the Party is by law obliged to retain) all the Confidential Information held by that Party.

**27.6 Survival of obligations**

This clause will continue to bind a Party notwithstanding that it may have withdrawn from this Agreement or otherwise ceased to be a Party or this Agreement shall have terminated.

**28. Non-exclusive Agreement**

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This is a non-exclusive Agreement and does not prevent either Party from entering into or maintaining existing marketing arrangements or code-share arrangements with any other airline.

**29. Notices**

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29.1 All notices given in accordance with this Agreement (except where otherwise noted herein with respect to the day-to-day cooperation and communication of the Parties in working together on this code share partnership) shall be hand delivered or sent by first class, certified mail (return receipt requested) or by express overnight courier service or by facsimile transmission. Notices shall be addressed as follows:

(a) In the case of JetBlue Airways to:

JetBlue Airways Corporation  
27-01 Queens Plaza North  
New York, NY 11101  
Attn: Director, Alliances & Airline Partnerships

With a copy to: the General Counsel at the same address

Facsimile: **Redacted**

(b) In the case of South African Airways to:

South African Airways

Jones Road  
Airways Park  
Private Bag X 13  
OR Tambo International Airport  
South Africa  
1627

Attn: Executive Manager Alliances

Facsimile: **Redacted**

29.2 Any changes to the above addresses or numbers shall be immediately notified in writing to the other Party.

29.3 A notice that is hand delivered shall be deemed delivered upon such hand delivery. A notice sent by mail shall be deemed to be delivered seven (7) business days after the date of mailing. A notice sent by facsimile shall be deemed to be delivered on the business day following transmittal, provided such transmittal was confirmed (either by the Party receiving such transmittal or by machine confirmation).

## **30. Successors and assigns**

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### **30.1 Successors**

This Agreement is to be binding on and enure for the benefit of the Parties and their respective successors and permitted assigns (which shall include any successor by merger, consolidation or transfer, or purchase of substantially all the assets of either Party).

### **30.2 No Assignment without consent**

Neither Party may assign or transfer all or part of their respective rights or obligations under this Agreement without the prior written consent of the other Party.

## **31. Modifications, amendments and waivers**

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At any time, to the extent permitted by law:

- (a) the Parties may, by written agreement, modify, amend or supplement any term or provision of this Agreement; and
- (b) any term or provision of this Agreement may be waived in writing by the Party which is entitled to the benefits of that term or provision.

## **32. No third party beneficiary**

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Nothing in this Agreement is intended, or shall be construed, to confer upon or give any person other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

## **33. Severability**

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If any provision of this Agreement is, or becomes, unenforceable, illegal or invalid for any reason, the relevant provision shall be deemed to be modified to the extent necessary to remedy such unenforceability, illegality or invalidity or if this is not possible then such



provision shall be severed from this Agreement, without affecting the enforceability, legality or validity of any other provision of this Agreement.

## **34. Entire agreement**

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From the Effective Date this Agreement constitutes the entire understanding and agreement of the Parties in relation to the matters set out herein. Accordingly, this Agreement supersedes and extinguishes all prior agreements and understandings between the Parties in relation to those matters, including the Code-Sharing Agreement dated January 21, 2011.

## **35. Miscellaneous**

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### **35.1 Government Regulations**

The terms and conditions of this Agreement shall always be in accordance with the law (including government rules, regulations and orders) of the countries of the Parties or of other countries concerned or interstate conventions and / or arrangements. If such is not the case, the Parties shall confer in order to amend the Agreement to the required extent or to find jointly any other solution suitable to the continuation of the Code-shared Flights.

### **35.2 Counterparts**

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

### **35.3 Consultation**

The Parties agree that the management and personnel of each Party shall consult and cooperate with each other to ensure uninterrupted and efficient operation of the Code-shared Flights pursuant to this Agreement, including designation of persons or officers to give and receive the various notices permitted under this Agreement.

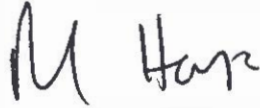
### **35.4 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## Execution

Executed as an agreement.

**JetBlue Airways Corporation by**



---

Robin Hayes

Executive Vice President & Chief  
Commercial Officer

Date: 16<sup>th</sup> July, 2013

**South African Airways (SOC) LTD by**

---

Name: Manoj Papa

Title: Acting General Manager Commercial

Date: 25/7/2013

---

**South African Airways (SOC) LTD by**



Name: Marc Cavaliere

Title: Head of Alliances

Date: 7/9/2013

## Appendix A: Code-shared Flights

to the Code Share Agreement effective as of July 16, 2013, between JetBlue Airways (B6) and South African Airways (SA).

### 1. General

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- 1.1 This Appendix will remain in force until altered by mutual agreement.
- 1.2 Terms not defined in this Appendix shall have the meaning attributed to them in the Agreement.
- 1.3 The Parties may, by mutual consent and without the requirement to formally amend the Code Share Agreement, add, discontinue, or substitute one or more city pairs on which they are or will operate Code Share Flights in accordance with the terms of this Agreement, subject to Government approval.

### 2. Code Share Schedule Operations

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- 2.1 The Parties shall:
- (a) dedicate the SA flight number range of 7329 – 7399 for use on SA\* flights operated by B6; and
  - (b) dedicate the B6 flight number range of 5200 – 5299 for use on B6\* flights operated by SA; and
  - (c) establish an automated transfer of flight schedule information between both Parties to allow efficient loading by both Parties of the Code-shared Flights prior to filing with OAG. For the purposes of clarity, the existing FTP transfer process for SSIM files will be maintained for the bi-lateral Codeshare; and
  - (d) establish a communication procedure to advise the other Party of passenger re-accommodation plans in the event of schedule changes involving a Code-shared Flight.

### 3. Schedules and Equipment Changes

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- 3.1 The Operating Party shall inform the Participating Party by SSIM exchange, telex or e-mail of any planned schedule changes or major aircraft substitutions it may be required to make from time to time, as soon as reasonably possible to the following addresses:

	45+ Days from departure	3 – 44 days from departure	0 – 3 days from departure
<b>B6 to SA</b>	FTP SSIM Exchange	FTP SSIM Exchange or email to <b>Redacted</b> <b>Redacted</b>	<b>Redacted</b>
<b>SA to B6</b>	FTP SSIM	FTP SSIM Exchange or	Email to <b>Redacted</b>

	Exchange	email to Redacted	with a copy to Redacted
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#### 4. Code-shared Routes

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Subject to all necessary regulatory approvals the Parties agree to place their respective designator codes on select flights in the markets listed below

The Parties further agree that each may add or discontinue codeshare service within the Codeshare Routes listed below, as well as add or delete the Codeshare Routes themselves, as may be mutually agreed, without formally amending this Appendix subject to the required regulatory approvals being in place. The Parties agreement to effect such changes shall be evidenced by both South African Airways and JetBlue publishing such changes in the Airline Guides, CRSs or Reservations Systems.

##### **B6 designator code on flights operated by SA**

JFK – JNB	JNB – JFK
IAD – DKR	DKR – IAD
IAD – JNB	JNB – IAD
JNB – CPT	CPT – JNB
JNB – DUR	DUR – JNB
JNB – ELS	ELS - JNB
JNB - PLZ	PLZ - JNB

##### **SA designator code on flights operated by B6**

BOS-IAD	IAD-BOS
JFK-IAD	IAD-JFK
JFK-AUS	
JFK-BOS	BOS-JFK
JFK-CLT	
	DEN-JFK
JFK-FLL	FLL-JFK
JFK-LAS	LAS-JFK

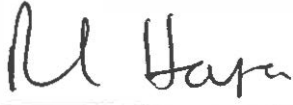
JFK-LAX	LAX-JFK
JFK-MCO	MCO-JFK
JFK-MSY	
JFK-ORD	ORD-JFK
	PDX-JFK
	PHX-JFK
JFK-RDU	RDU-JFK
JFK-SAN	SAN-JFK
JFK-SEA	SEA-JFK
JFK-SFO	SFO-JFK
JFK-TPA	TPA-JFK

## 5. **Validity**

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This Appendix becomes effective from the Effective Date and shall remain in force until amended in writing by the Parties.

**JetBlue Airways Corporation by**



Name: Robin Hayes  
Chief Commercial Officer

Date: 16<sup>th</sup> July, 2013

**South African Airways (SOC) LTD by**



Name: Manoj Papa  
Acting General Manager Commercial

Date: 25/7/2012



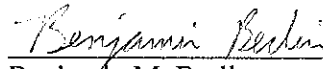
Name: Marc Cavaliere  
Head of Alliances

Date: 2/9/2012

**CERTIFICATE OF SERVICE**

I certify that on this 29th day of July 2013, a copy of the foregoing application has been served by electronic mail on the parties named below.

Marshall.sinick@squiresanders.com  
Edward.sauer@squiresanders.com  
Robert.wirick@aa.com  
Francis.heil@aa.com  
jrichardson@johnrichardson.com  
jcanny@amerijet.com  
sascha.vanderbellen@delta.com  
jeff.morgan@delta.com  
dan.weiss@united.com  
steve.morrissey@united.com  
howard.kass@usairways.com  
Benjamin.slocum@usairways.com  
John.varley@virginamerica.com  
mlbenge@zsrlaw.com  
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urskr@state.gov  
William.stallings@usdoj.gov  
John.allen@faa.gov  
Esta.rosenberg@dot.gov  
Robert.finamore@dot.gov  
info@airlineinfo.com

  
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Benjamin M. Berlin