

IATA ENHANCED PARTNER IDENTIFICATION AND CONNECTIVITY (EPIC)

Subscription Agreement

This Subscription Agreement is made between:

The **International Air Transport Association**, an association incorporated by a Special Act of the Parliament of Canada, with its head office located at 800 Place Victoria, P.O. Box 113, Montreal, Quebec, Canada H4Z 1M1 (**IATA**)

And:

The **Subscriber**

IATA EPIC

IATA operates a digital application known as the IATA Enhanced Partner Identification and Connectivity (EPIC) Platform, which serves to provide the IATA EPIC Platform users (the Users) with a comprehensive tool aiming at accessing, identifying and connecting business to business actors and stakeholders in the field of air transportation in a seamless, streamlined and secure fashion and facilitate digital connectivity by automating business partners registration and distribution processes as between shippers, consignees, freight forwarders, airlines, ground handlers, customs authorities and IT providers through a bespoke digital solution maintain existing IDs, generating permanent IDs for each industry stakeholder, maintaining routing, CCS or host-to-host connection details, and making available a service to search and obtain business partners' identification, messaging capabilities and routing information.

Scope of this Agreement

By entering into this Agreement, Subscriber is granted the following privileges:

- ➤ <u>Inquiries</u>: Subscriber shall be entitled to enter an unlimited amount of inquiries via the IATA EPIC Platform.
- ➤ <u>Data and Information Input</u>: Subscriber shall enter all relevant information and identification in order to access full visibility under the IATA EPIC Platform.
- ➤ <u>Data Download</u>: Subscriber shall be able to download the relevant information including identifications, routings, messaging capabilities.

Authorized Access

Subscriber shall advise IATA in writing of the desired number and the identity of authorized users with access to Subscriber's account no later than the commencement of the service under this Agreement. Any change in the number and identity of the authorized users shall be communicated to IATA by Subscriber and shall take effect 48 hours upon receipt of said notice by IATA. Subscriber undertakes to inform promptly IATA of the removal of any authorized access during the term of this Agreement.

Subscriber's account and authorized users access are unique and exclusive to Subscriber and may not be shared, transferred, assigned, divided, sold, leased or otherwise dealt with otherwise than as specifically provided hereunder.

IATA reserves the right to suspend or withdraw the access to the IATA EPIC Platform by Subscriber and/or any authorized user in the event of breach or suspected breach of the conditions contained herein, or in the event of a material change of control, a change in the conduct of affairs, the insolvency or the bankruptcy of Subscriber.

Subscription Fees

Subscriber undertakes to pay IATA the subscription fees in effect from time to time (the **Subscription Fees**). The Subscriber Fees shall be payable in advance on an annual basis. Subscriber shall be issued a continuous invoice in electronic form, sent to the email address to be communicated by Subscriber not later than the commencement of the subscription.

Payment of the Fees shall be made in United States dollars via the IATA Clearing House, by credit card or by electronic bank transfer to the following account:

Bank: Royal Bank of Canada

Address: Main Branch, 1 Place Ville-Marie, Montreal, Quebec, Canada

Beneficiary: IATA
Account Number: 404-903-7
Bank Number: 0003
Transit Number: 00001

Swift Code: ROYCCAT2 ABA/Routing No.: 021000021

Payments must be made without set-off and free of deduction or withholding of any kind.

Term and Renewal

The Subscription shall be effective upon payment of the Subscription Fees and shall remain in force for one (1) year. An auto-renewal option shall be available to the Subscriber, and if such feature is activated, the Subscriber is responsible to notify IATA in writing of its intent of not renewing its Subscription upon a 3-month written notice to IATA prior to the end of the current term.

Confidentiality

Subscriber undertakes to keep all information relating to the IATA EPIC Platform and the terms of this Subscription strictly confidential. Confidential information for the purpose of this provision shall mean information, documents, details and data, which are marked as such or are to be confidential because of their nature. The above does not apply to data contributed by Subscriber pursuant to the terms of its Subscription, or to information that becomes publicly known through no fault of Subscriber or within the public domain, or to information approved for release by written authorization by IATA or to disclosure required by law. This undertaking shall survive the termination of this Subscription Agreement.

IATA EPIC Platform Terms of Use

This Subscription is subject to and incorporates by reference as if written herein, the Terms of Use applicable to the IATA EPIC Platform, as well as all protocols, policies and procedures which may be published from time to time and published on the IATA EPIC Platform or at www.iata.org/epic.

General Conditions

This Subscription Agreement constitutes the entire agreement as between the parties. Any amendments or modifications to this Subscription Agreement shall be made in writing and executed by both parties.

This Subscription Agreement may not be assigned or transferred, in whole or in part, and shall terminate immediately upon the change of effective control of Subscriber or upon the occurrence of insolvency or bankruptcy.

This Subscription Agreement shall be governed by the laws of the Province of Quebec, Canada, without application of conflict of law's provisions.

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.

Acceptance

By its digital acceptance of this Agreement, the Subscriber confirms its subscription and the acceptance of the above terms and conditions.