IATA Software End User License Agreement Cargo Agency Conference Resolutions Manual

ATTENTION:

YOU MAY NEED TO SCROLL DOWN TO THE END OF THIS EULA BEFORE YOU CAN AGREE TO THE EULA AND CONTINUE WITH THE SOFTWARE INSTALLATION.

IMPORTANT:

THIS AGREEMENT (or "EULA") IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE ("YOU" OR "CUSTOMER") AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION ("IATA"). BY INSTALLING AND USING THE SOFTWARE, CUSTOMER ACCEPTS THE SOFTWARE AND AGREES TO THE TERMS OF THIS AGREEMENT. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. BY INSTALLING AND/OR USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR DO NOT HAVE AUTHORITY TO BIND THE CUSTOMER TO THESE TERMS, THEN DO NOT INSTALL AND/OR USE THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND IN ACCORDANCE WITH ITS REFUND POLICIES. THIS EULA SHALL APPLY ONLY TO THE SOFTWARE SUPPLIED BY IATA.

Definitions

"Software" means the IATA software program(s), web based applications, electronic publications, any and all data, text, standards, information, picture or video, developed, owned, or with rights held by IATA, presented on any and all media (collectively the "Content"), and third party software programs, in each case, supplied by IATA herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation. Any updates to such Software which you are entitled to receive and that has been provided to you by IATA shall also mean Software for purposes of this Agreement.

1. Grant of License

- 1.1 IATA grants to you a personal, limited, non-exclusive, non-transferable, single-user and per device license to use the Software, subject to the terms and conditions set forth in this EULA.
- 1.2 Subject to Section 1.3 below and this license remaining a single-user and per device license, You may install and use the Software on one device. You may not install and store the Software on a storage device, such as a network server. For greater certainty, a license for the Software may not be shared, installed or used concurrently on different computers as it is licensed on a per user and per device basis. Except solely for purposes of installing the Software on a computer, a license for the Software may not be accessed and used via a server or network storage device, including without limitation through Citrix and other application virtualization/application streaming environments. Subject to the terms and conditions set forth in this EULA, you shall not have more than one installation and activation of the Software on any single device. As a condition of activation of the Software, each user is required to unambiguously identify themselves with, without limitation, a valid e-mail address in order to register. Periodic validation of the activation code is performed automatically. Any registered user who is found to breach the terms of this Agreement will have their software deactivated.
- 1.3 License transfer to another device is permitted if that device is to be used by You; it is performed by deactivating the application on the current device and reactivation onto another device. However, license device transfer requests performed manually by IATA shall be limited to two transfers for each activation code. This limit is a security measure designed to prevent software piracy.
- 1.4 Subject to the terms and conditions of this Agreement, in the event the Software is distributed along with other IATA software products as part of a suite of products (collectively, the "Solution"), the license of the Solution is licensed as a single product and none of the products in the Solution, including the Software, may be separated for use.

- 1.5 You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.
- 1.6 You agree that IATA may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse IATA for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

2. License Restrictions

- 2.1 Other than as set forth in Section 1, you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.
- 2.2 You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.
- 2.3 You may not rent, lease, sublicense, distribute or disclose the Software.
- 2.4 You may not sell or transfer your rights under this EULA as this is a personal single-user and per device license.
- 2.5 You may not modify the Software or create derivative works based upon the Software.
- 2.6 You may not export the Software into any country to which export or transmission is restricted by any applicable regulation or statute without prior written consent of the competent governmental authority and having formally notified IATA.
- 2.7 You may receive the Software in more than one medium but you shall only install or use one medium. Regardless of the number of media you receive, you may use only the medium that is appropriate for the server or computer on which the Software is to be installed.
- 2.8 You may receive the Software in more than one platform but you shall only install or use one platform.
- 2.9 You shall not use the Software to develop any product having the same primary function as the Software.
- 2.10 In the event that you fail to comply with this EULA, IATA may terminate the license and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this EULA surviving any such termination).
- 2.11 Notwithstanding anything herein to the contrary, you may not install the Software on a server for multiple user access or use.
- 2.12 You may receive the Software in more than one language but you shall only install or use one language version.
- 2.13 IATA technical support is limited and conditional to submitting proof of purchase of a valid Software license and activation code. IATA technical support is intended for general purposes and guidance only during installation, activation and usage. It is duly stated that IATA technical support has no obligation to attempt to resolve configuration or environment issues which do not constitute a Software defect. IATA reserves the right to change the terms and conditions of its support offering any time, from time to time and without notice.

3. Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, you must possess a valid full license to a copy of an earlier version of the Software used to upgrade to this upgrade copy in order to install and/or use this upgrade copy. You may continue to use each earlier version copy of the Software to which this upgrade copy relates on your computer after you receive this upgrade copy, provided that, (i) the upgrade copy and the earlier version copy are installed and/or used on the same computer only and the

earlier version copy is not installed and/or used on any other computer; (ii) you comply with the terms and conditions of the earlier version's end user license agreement with respect to the installation and/or use of such earlier version copy; (iii) the earlier version copy or any copies thereof on any computer are not transferred to another computer unless all copies of this upgrade copy on such computer are also transferred to such other computer; (iv) the earlier version copy or any copies thereof are not transferred to any other party unless you also transfer this upgrade copy and any copies thereof to such other party in accordance with Section 2; and (v) you acknowledge and agree that any obligation IATA may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the upgrade.

4. Prior Same Version License and Exchanges

If this copy of the Software is licensed as part of a Solution (as defined above), and you have a prior license to the same version of the Software, and the Solution was licensed to you with a discount based, in whole or in part, on your prior license to the same version, the Software is provided to you on a license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your EULA with respect to such prior license and that you will not continue to install or use such prior license of the Software or transfer it to another person or entity.

If this copy of the Software ("New License") has been acquired via a permitted exchange (other than in connection with an upgrade) with a different type of Software license previously acquired by you ("Old License"), you must possess a valid full license to a copy of such Old License in order to install and/or use this New License, and the New License is provided to you on a license exchange basis. You agree by your installation and/or use of such copy of the New License to voluntarily terminate your earlier EULA to the Old License and uninstall, destroy and cease using the Old License. You agree to not transfer the Old License to another person or entity.

5. Ownership

The foregoing license gives you limited license to use the Software. IATA and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and its Content, which may be presented on any and all type of media, including without limitation, print material or electronic format (as an independent work and as an underlying work serving as a basis for any application you may develop), and all copies thereof. The Content may, as the case may be, constitute a work formed by the collection and compilation of pre-existing materials or of data, or derivatives thereof, which are selected, coordinated, or arranged, by IATA personnel in collaboration with personnel of IATA member airlines, in such a way that the resulting work as a whole constitutes an original work of authorship. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by IATA and its suppliers.

6. LIMITED WARRANTY AND DISCLAIMER

- 6.1 IATA warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, the Software will perform in substantial conformance with the documentation supplied with the Software; and (ii) the physical media on which the Software is furnished will be free from defects in materials and workmanship under normal use.
- 6.2 WHILE IATA WILL USE ALL REASONABLE SKILL AND CARE IN THE CREATION AND SUPPLY OF THE SOFTWARE, IATA MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE AND ITS CONTENTS AND DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, CONDITION, QUALITY AND PERFORMANCE, WARRANTY AGAINST INFRINGEMENT AND WARRANTIES OF MERCHANTABILITY. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. FOR GREATER CERTAINTY, THIS LICENSE IS GRANTED ON AN "AS IS" BASIS AND AS SUCH, IATA DOES NOT GUARANTEE THAT THE SOFTWARE IS CORRECT, COMPLETE OR ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.
- 6.3 IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, STATUTE, COMMON LAW OR OTHERWISE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. NO OTHER RIGHTS OR REMEDIES WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN.

- 6.4 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IATA, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.
- 6.5 (USA ONLY) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

7. Exclusive Remedy

Your exclusive remedy under the preceding is to return the Software to the place you acquired it, with a copy of your receipt and a description of the problem. Provided that any non-compliance with the above warranty is reported in writing to IATA no more than ninety (90) days following delivery to you, IATA will use reasonable commercial efforts to supply you with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for the Software, at its option. IATA shall have no responsibility if the Software has been altered in any way, if the media has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.

8. LIMITATION OF LIABILITY

- 8.1 NEITHER IATA NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, PROFITS, REVENUE, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS OR OTHER ECONOMIC ADVANTAGE, CORRUPTION OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF IATA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 8.2 IATA'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$500 OR THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
- 8.3 (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
- 8.4 THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

9. Basis of Bargain

The Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability set forth above are fundamental elements of the basis of the agreement between IATA and you. IATA would not be able to provide the Software on an economic basis without such limitations. Such Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability inure to the benefit of IATA's licensors.

10. Consumer End Users Only

The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business.

The limitations or exclusions of warranties, remedies or liability contained in this EULA shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

11. Third Party Software

The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are may be obtained by writing to cbpsupport@iata.org and are made a part of and incorporated by reference into this EULA. By accepting this EULA, you are also accepting the additional terms and conditions, if any, set forth therein

12. General

- 12.1 This EULA shall be governed by the internal laws of the Province of Quebec and Canada applicable therein, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the Provincial courts sitting in the city of Montreal, Quebec or the federal courts in the Province of Quebec to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.
- 12.2 This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of IATA to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.
- 12.3 No IATA dealer, agent or employee is authorized to make any amendment to this EULA unless such amendment is in writing and signed by a duly authorized representative of IATA.
- 12.4 If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.
- 12.5 All questions concerning this EULA shall be directed to: IATA, 800 Place Victoria, Box 113, Montreal Quebec, H4Z 1M1, Attention: Senior Vice President, Commercial Services.
- 12.6 IATA and other trademarks contained in the Software are trademarks or registered trademarks of IATA in Canada and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use IATA's or its licensors' names or any of their respective trademarks.

------ END OF TEXT ------