



IATA PSC DATA EXCHANGE SPECIFICATIONS LICENSE

This IATA PSC Data Exchange Specifications License (the "License") is a legal and binding agreement between you and the International Air Transport Association ("IATA"), an association incorporated by a Special Act of the Parliament of Canada, with its head office located at 800 Place Victoria, PO Box 113, Montreal, Quebec, Canada H4Z 1M1 ("Licensor"), providing for a limited license to use the IATA PSC Data Exchange Specifications (as defined below). As used in this License, "you" means the company, entity or individual (which may also be referred to as the "Licensee") that is acquiring a license under this License, as well as its Affiliates (as defined below) in the case of a company or entity.

By checking the "Accept" tick box below, or by using the Specifications when acquired through other means, you are agreeing that you will be bound by, and are becoming a party to, this License. If you are an entity, and an individual is entering into this License on your behalf, then you and your Affiliates will be bound by this Specifications License when that individual checks the "Accept" tick box. When such individual does so, such manifestation of consent will also constitute a representation by the individual that they are authorized to bind the Licensee as a party to this License. If you do not agree to all of the terms and conditions of this License, do not check the "Accept" tick box at the end of this License, and do not download or use the Specifications.

1. Definitions

"Affiliate" means any entity that is directly or indirectly controlled by, under common control with, or that controls another person or entity. For this purpose, "control" means beneficial ownership or the right to exercise more than 50% of the voting power for the entity.

"End User" means a company, entity or individual that is the ultimate purchaser or sub-licensee of Licensee, its distributors or value added resellers, of a product or service of Licensee implementing the Specifications.

"Specifications" means any XML Schemas, WSDLs, JSON Specifications, XMI or EAP files developed under the authority of the Passenger Services Conference and published by the authority of the Passenger and Airport Data Interchange Standards Board (or the Architecture and Technology Strategy Board as of 1 November 2018).

2. Grant of License

2.1 License. Licensor hereby grants to Licensee and its Affiliates a non-exclusive, transferable, sub-licensable, royalty-free worldwide license to (use the Specifications for the purpose of developing, implementing, making, having made, using, marketing, importing, offering to sell or license, and selling or licensing, and to otherwise distribute, Licensee's products or services implementing in whole or in part the Specifications, in all cases subject to the conditions set forth in this License.

2.2 Restrictions. Licensee and its Affiliates shall not publish, sell, sublicense, redistribute or otherwise transfer or make available the Specifications or any of their rights under this License to any third party. However, Licensee and its Affiliates may sublicense the Specifications to their End Users for sole the purpose of exercising their rights under Section 2.1 above, but only to the extent necessary for such purpose and strictly in compliance with the terms and conditions of this License.

2.3 The Specifications are the property of Licensor, and all right, title and interest in and to the Specifications,



including, without limitation, all intellectual property rights and any accompanying written or printed materials, are owned by Licensor. Nothing contained in this License shall be construed as granting or transferring any ownership rights in or to the Specifications to Licensee. Nothing in this License shall prevent Licensor or any of its other licensees from using the Specifications, or any portion thereof, in any form or manner, or from making the Specifications, or any portion thereof, available to any other entity or person at any time, for any purpose and on any terms.

3. Additional License Terms

3.1 The grant of the license in Section 2.1 above is subject to compliance with the following additional terms:

- (a) Licensee may not represent or suggest in any way that products or services implementing in whole or in part the Specifications have been approved or certified by the Licensor or have been implemented in compliance with the Specifications. Any such representations or suggestions may only be made pursuant to a separate agreement with Licensor, should Licensee's products or services meet the standards defined by Licensor in its sole discretion, and only in compliance with the terms and conditions defined in such agreement;
- (b) Licensee may disclose in whole or in part the Specifications to a third party only if (i) such third party first agrees to be bound by the terms of this License; and (ii) such disclosure is required for Licensee to exercise its rights under section 2.1 above;
- (c) Licensee undertakes not to attempt to secure or register any intellectual property rights for itself in the Specifications or in any subset of the Specifications, including, without limitation, in any logos, names, titles, trademarks, copyright, patentable inventions or business processes set out in the Specifications, irrespective of whether Licensor has actually sought protection for such aspects or not. Licensee shall promptly assign to Licensor all rights in any applications and registrations (including without limitation, any utility or design patents) made in breach of this obligation or abandon such applications and registrations, at Licensor's discretion. This provision shall not apply to applications to secure or register any intellectual property rights made prior to receipt of the Specifications and any applications and registrations flowing directly from such applications (including, without limitation, continuations, divisional reissues and foreign counterparts). This provision shall survive the expiration or termination of this License or of any licenses contained therein.

4. Disclaimer of Warranties

4.1 THE SPECIFICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IATA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

4.2 The terms of Section 4.1 shall survive the expiration or termination of this License.

5. Indemnification

5.1 Licensee shall indemnify and hold harmless Licensor, its officers, directors, employees and representatives, including attorneys, from all claims or suits, by whomever brought (including without limitation, reasonable legal fees, court costs and expert witness fees and expenses) arising from the use of any products or services implementing in whole or in part the Specifications by Licensee, any End User, any related party or any other user of such products or services.

5.2 The terms of Section 5.1 shall survive the expiration or termination of this License.

6. Limitation of Liability

6.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS



INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF, OR RELATED TO, THIS LICENSE OR THE SPECIFICATIONS, INCLUDING THE USE OR PERFORMANCE OF THE SPECIFICATIONS AND OF ANY PRODUCTS OR SERVICES IMPLEMENTING, IN WHOLE OR IN PART, THE SPECIFICATIONS.

6.2 The terms of Section 6.1 shall survive the expiration or termination of this License.

7. Third Party Rights

7.1 Without limiting the generality of Section 4.1 above, Licensor assumes no responsibility to compile, confirm, update or make public any third party assertions of patent or other intellectual property rights that might be infringed by an implementation of the Specifications. If any such rights are described on the Specifications, Licensor takes no position as to the validity or invalidity of such assertions, or that all such assertions that have or may be made are so listed.

8. Termination of License

8.1 In the event of a breach of this License by Licensee, any End Users or any sub-licensees, Licensor shall give Licensee written notice and an opportunity to cure. If the breach is not cured within thirty (30) days following the notice, or if the breach is of a nature that cannot be cured, then Licensor may immediately terminate this License.

8.2 Upon termination of this License, Licensee shall (i) destroy the Specifications as well as those portions of any notes, documents or files containing all or part of the Specifications; (ii) cease all use of the Specifications; and (iii) cease all use, sale and distribution of any products or services implementing in whole or in part the Specifications.

9. Miscellaneous

9.1 Severability. If any provision of this License is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be omitted and the remaining terms shall remain in full force and effect.

9.2 Headings. The section titles in this License are for convenience only and have no legal or contractual effect.

9.3. No Waiver. The failure of Licensor to exercise or enforce any right or provision of this License does not constitute a waiver of such right or provision.

9.4 Notices. All notices required under this License shall be in writing, and shall be deemed effective five (5) days from deposit in the mail. Notices and correspondence (a) to Licensor must be sent to the address shown above, and (b) to Licensee shall be sent to the address disclosed at the time of download through the form completed by Licensee in connection with this License.

9.5 Governing Law. This License shall be governed by the laws of the Province of Quebec, Canada, and the laws of Canada applicable therein, as if this License were a contract wholly entered into and wholly performed within the Province of Quebec, without reference to choice of law provisions. The parties to this License irrevocably consent to personal jurisdiction and venue of the courts of competent jurisdiction sitting in the judicial district of Montreal, Quebec, Canada to resolve any dispute arising from, or in connection with, this License.

9.6. Assignment. This License may not be assigned or otherwise transferred by Licensee without Licensor's prior written consent.

9.7 Entire Agreement. This License constitutes the entire agreement and understanding between Licensor and Licensee regarding the subject matter thereof. No modification or waiver of this Specifications License shall be binding unless it is in writing and signed by both parties. This License supersedes any and all prior agreements between Licensor and Licensee regarding Licensee's right to use the Specifications, except as set out in section 9.8 below.

9.8 Separate Agreement. Should Licensee have entered into a separate agreement with IATA or any of its subsidiaries or affiliates ("Separate Agreement") governing development and/or use of the Specifications licensed hereunder, and should the terms of this License expressly conflict with the terms of such Separate



Agreement then in effect, the terms of such Separate Agreement shall supersede the terms of this License with respect to such conflict only