Airline Retailing Maturity index

Appendix A: Airline Retailing Maturity (ARM) index Terms & Conditions ("Terms and Conditions")

These Terms and Conditions are a legal and binding agreement between Applicant (also referred to as "entity") 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, governing the terms and conditions for Airline Retailing Maturity index.

By completing and submitting the attached ARM index Application, Applicant agrees to be fully bound by these Terms and Conditions. The individual accepting these Terms and Conditions on behalf of the Applicant represents and warrants that they have full power and authority to bind the Applicant to these Terms and Conditions.

If the Applicant does not agree to all of the below Terms and Conditions, do not complete and submit the attached ARM index Application.

Airline Retailing Maturity (ARM) index

1. What Do We Assess?

The purpose of the ARM index is to assess the Applicant's maturity in the journey to airline retailing using the scope of a particular entity's capabilities within airline retailing as enabled by the IATA Standards related to Modern Airline Retailing with Offers and Orders (including Enhanced and Simplified Distribution (EASD), ONE Order, Settlement with Orders, etc.), the scope of the partnership connections and network reach, and the potential value an airline has captured within airline retailing.

The ARM index does not validate the quality or other aspects of the Applicant's activities or products, stand-alone or in comparison with those of other entities, nor does it validate, certify or endorse any commercial products that may be derived from the usage of capabilities validated under the ARM index. Furthermore, by maintaining the ARM index Registry, IATA does not take any position with respect to the relative quality or other aspects of the activities or products of entities that are not verified under the ARM index.

2. Categories

Airlines, Sellers, and System Providers can participate in the ARM index.

Airlines can be assessed on three modules (Workflow Capabilities Verification, Partnerships Deployment, Value Capture Compass). Airlines can participate in Workflow Capabilities Verification or Value Capture Compass as standalone modules.

Sellers can be assessed on one module (Workflow Capabilities Verification).

System Providers can be assessed on two modules (Workflow Capabilities Verification, Offers & Orders Readiness and Roadmap). System Providers can participate in each as standalone modules.

3. Application Requirements

To participate in the Workflow Capabilities Verification module and be published in the ARM index Registry:

- Airlines and Sellers are required to have a live deployment (i.e. workflow capabilities and messages in a production environment through a seller/airline partner).
- System Providers can be granted participation as part of a live deployment or in their test environments.

The following table sets out the minimum requirements that must be submitted for assessment. The input will be requested by IATA providing secure access to the ARM index self-service platform to collect the Applicant's input in a confidential manner.

Modules	Applicants	Minimum Requirements	Additional Reference
Workflow Capabilities Verification	Airlines, Sellers, System Providers	**Schemas:** ATSB Publications Releases 21.3 and later (varies based on workflow capability) **Minimum Workflow Capabilities**: At minimum one workflow capability within at minimum one of Shop, Order, Pay, Settle or Account streams. Workflow capabilities within the Setup stream may also be submitted, but at minimum one capability verified must be under another stream to participate in the ARM index Registry. A list of workflow capabilities is provided on https://retailing.iata.org/armi/docs/.	All workflow capabilities and messages are required to comply with the IATA standards and implementation guidance related to Modern Airline Retailing with Offers and Orders. The links to related IATA standards, implementation guides and Workflow Capabilities Verification Guidance can be found at www.retailing.iata.org. These guides provide details and examples for the verification requirements.
Partnerships Deployment	Airlines	**Confirmation of Live Workflow Capabilities**: At minimum three retailing partners should confirm the workflow capabilities in live deployment and provide an assessment of ease of partnership. At minimum one business travel partner is expected if the Applicant has a business travel market. **Partner Connections and Reach:** Data for partner connections, points-of-sale and volumes of NDC Sales should be provided. **Other Data**: Additional data regarding Business Travel is requested (if applicable) If data is not provided, reporting will not be able to be returned to the Applicant.	Volumes of NDC Sales are to be supplied via DDS or manually. The definition of NDC Sales as per DDS will be used in either case. NDC sales are: ▪ any sales that result from a reseller (travel agent (IATA and non IATA accredited), metasearch, SBT, OTA and even airline (interline)) connecting directly to the airline NDC API or accessing NDC content via an aggregator who connects to the airline NDC API.

			This implies: ▪ NDC Offer must be created by the airline ▪ NDC standard must be used (min. version of 17.2) ▪ A resulting NDC Order must be generated by the airline NDC sales are not: ▪ Sales originating on websites of airlines ▪ Sales originating at CTO/ATO and GSA sales
Value Capture Compass	Airlines	**Survey**: Airline to respond to approximately 65 survey questions regarding potential value captured. If responses are not provided, reporting will not be able to be returned to the Airline.	
Offers & Orders Readiness and Roadmap	System Providers	**Minimum Business Capabilities**: At minimum one business capability within the Reference Business Architecture for Passenger Distribution with Offers and Orders (RP 1786a) must be in development by the Applicant to enter ARM index participation in this module. At minimum one capability must be in a live implementation and verified by two airline partners to participate in the ARM index Registry. **Survey**: System Provider to respond to survey questions based on their development of Modern Airline Retailing (MAR) Offers and Orders based solutions for airlines.	The Reference Business Architecture for Passenger Distribution with Offers and Orders (RP 1786a) and related information can be found at https://prolab.iata.org/AEOLm.

4. ARM index Validation Process

1. Applicant must submit a duly completed and signed ARM index Application to: armi@iata.org.

2. IATA will review that the ARM index Application has been fully completed. IATA will then provide secure access to the ARM index self-service platform to collect the Applicant's input in a confidential manner.

3. IATA will review that the Applicant's secure input has been fully completed and all relevant Supporting Documents have been provided. In the event of an incomplete Application Form and/or Input in the ARM index self-service platform and/or missing Supporting Documents, IATA representatives will contact the

Applicant to obtain missing details/documents. Notwithstanding, the final decision on an application for ARM index entry remains solely and exclusively within the discretion of IATA.

4. Supporting Documents provided by the Applicant are verified by IATA subject matter experts (SMEs) to determine whether participation in the ARM index may be granted. The ARM index participation will not be granted unless and until the Supporting Documents have been verified as meeting the ARM index requirements.

5. The following Applicant information will be posted on the ARM index Registry:

    a. Company Name
    b. Logo and Website (if provided)
    c. Company Type
    d. Customer Type (applicable for System Providers only)
    e. Contact Details (if provided)
    f. Product Name(s) (if provided)
    g. Original Entry Date
    h. Entry Expiration Date
    i. Date of Last Change
    j. Workflow Capabilities Validated (with confirmation by partners indicator if applicable)
    k. Workflow Capabilities Entry Date
    l. Workflow Capabilities Schema Version(s)
    m. Name of Messages Verified
    n. Schema Version(s) of the Messages Verified
    o. Initial date of Entry of Messages Verified
    p. Special Remarks for Messages Verified
    q. Company names of Partners (with written consent) (if provided)
    r. Business Capabilities Implemented (from late 2026)
    s. Business Capabilities Entry Date (from late 2026)
    t. Business Capabilities Partners (with written consent) (from late 2026)

6. Once IATA has granted the ARM index entry to the Applicant and posted the relevant information in the ARM index Registry, the Applicant may at any time add further capabilities to an existing entry or add/update data within the ARM index self-service platform. To make additions or updates, the Applicant must follow the regular process for Capabilities Verification, Partnerships Deployment, Value Capture Compass, and Offers & Orders Readiness and Roadmap modules (as applicable), including submitting required Supporting Documents for all additions which are being requested.

7. If and once the additions are accepted, capabilities and/or data submitted for verification are added to the Applicant's initial entry, with the date of their initial verification indicated. The date of the original ARM index entry is the reference date for the purpose of calculating the due date for the Applicant's overall Yearly Renewal (as defined below).

5. Yearly Renewal & Termination

1. On a yearly basis from the date of the initial ARM index entry, the Applicant must confirm the status of its ARM index entry. For example, if the initial entry date is January 1, 2022, the first Yearly Renewal must be completed on or prior to January 1, 2023 and on or before every January 1 thereafter.

2. For Yearly Renewals, each Applicant will receive, one (1) month before each annual Expiration Date, a request for confirmation that the information on the basis of which the initial entry in question was originally granted

and subsequently updated within the ARM index self-service platform (capabilities, data and supporting documents) remains accurate and valid. The request will be sent to the ARM index Champion's e-mail address recorded in the entity's ARM index company profile.

3. A failure to complete a Yearly Renewal (i.e. complete the validation of the capabilities, data and supporting documents and pay renewal fee (if applicable)) within the specified deadlines will result in the Applicant's entry status being listed as expired in the ARM index Registry. Entries that remain expired for 1 year will be removed from the ARM index Registry.

4. The ARM index entry is valid as of the date on which the initial entry is granted, as reflected in the relevant ARM index Registry entry. By completing the Yearly Renewal process, the Applicant warrants that the relevant criteria, capabilities, data and supporting documents provided to IATA and as entered in the ARM index self-service platform remain accurate and valid. . IATA does not re-verify the capabilities or supporting documents in question at any time after the initial capability entry date. The date of the latest Yearly Renewal is reflected in the "Expiration Date" column of the entity's ARM index Registry entry.

5. IATA may, at its discretion and upon providing prior written notice, terminate and remove an Applicant's entry in the ARM Index Registry to ensure compliance with applicable laws and regulations, and IATA policies in general.

6. Pricing

1. The following fees apply to System Provider entities participating in the ARM index[1] :

	Non-Strategic Partners	Strategic Partners[2]
Application Fee for a New Entry	$5,500 USD	$3,600 USD
Yearly Renewal Fee per Entry (payable for each one (1) year period)	$2,340 USD	$1,550 USD

2. All Invoices for New Entry applications must be paid in full before the ARM index application process can be completed. IATA reserves the right to suspend or terminate any application or entry due to an unpaid or partially paid invoice. All invoices are to be paid within thirty (30) days of the invoice date.

3. Special pricing may apply for qualified start-ups. Please contact the ARM index team at armi@iata.org to learn more about this special pricing and applicable conditions. For the purposes of ARM index and these Terms and Conditions, a "start-up" is an entrepreneurial venture which is typically a newly emerged, fast-growing and small business that aims to meet a marketplace need by developing or offering an innovative airline retailing Offers and Orders based solution. IATA reserves the right to determine whether an applicant meets the above criteria in its sole discretion.

[1] Currently, there are no fees for Airlines and Sellers in association with ARM index. IATA reserves the right to charge Airlines and Sellers fees for New Entries and/or Yearly Renewals in the future.

[2] Special pricing applies to IATA Strategic Partners active as at the time of application/renewal, as recorded in the IATA Strategic Partner Directory available at https://www.iata.org/en/about/sp/partners-directory/, and in good standing as of that time.

4. IATA reserves the right to modify the applicable fees by providing notification of changes sixty (60) days in advance to entities with an active status. Current up-to-date fees can be found at any time via a link on the ARM index Resources and Documentation page.

5. Payments must be made without any set-off or counter claim and free of deduction or withholding (except as required by law) of any taxes or governmental charges. If any deduction or withholding is required by law, Applicant must pay the required amount to the relevant governmental authority, provide IATA with an official receipt or certified copy or other documentation acceptable to IATA evidencing the payment, and pay to IATA, in addition to the payment to which IATA is otherwise entitled under these Terms and Conditions, such additional amount as is necessary to ensure that the net amount actually received by IATA, free and clear of all taxes, equals the full amount IATA would have received had no such deduction or withholding been required.

7. Confidentiality

1. Except for the information listed in section 4.5 of these Terms and Conditions, IATA will protect and safeguard the confidentiality of all confidential data and information provided by the Applicant for the purpose of its access to the ARM index (the **Confidential Information**) with at least the same degree of care as IATA would protect its own confidential information. This obligation shall not apply to information that (i) is or becomes publicly available through no fault of IATA; (ii) was already lawfully in IATA's possession; (iii) is independently developed without reference to the Confidential Information; or (iv) is required to be disclosed by law or court order. IATA may disclose the Confidential Information to third parties but only on a need-to-know basis and as required for Applicant entry in the ARM index.

2. Notwithstanding but without prejudice to the foregoing, the data provided by Applicant will be used in industry benchmarking and reporting in an anonymized and aggregated manner to keep individual Applicant's data confidential. Furthermore, the Applicant acknowledges and agrees that where the Applicant has expressly consented, in the relevant questionnaire or application form, to the public disclosure of certain data or information with the Applicant's identity disclosed, such data or information shall not constitute Confidential Information, and Section 7.1 shall not apply thereto.

3. As part of granting the Applicant access to the ARM index, IATA may collect and process limited personal data such as the name, email address and login credentials of Applicant's personnel for the purposes of facilitating access to the ARM index. Such personal data shall be used solely for authentication and security purposes to ensure authorized access and protect the integrity of the ARM index. Any personal data exchanged between IATA and Applicant shall be processed in accordance with Annex 1.

8. Benefits

The benefits of ARM index may include:

1. **Certificate** - Receive a Certificate confirming that ARM index participation was granted.
2. **Recognition** - Permission to display in association with the participating entity the ARM index logo, in accordance with the IATA-Guidelines Client Recognition Stamps.
3. **Exposure** – Participating entities are listed on the ARM index Registry as ARM index entities.
4. **Language** – IATA will provide standard wording for use by participating entities, to enable same to provide a consistent, clear explanation of the meaning of the ARM index recognition granted to the entity.
5. **Visibility** – IATA will advertise selected (in its sole discretion) ARM index entities at certain designated meetings or within certain designated industry reports.
6. **Airlines Specific Benefit** – Inclusion in industry benchmarking, the availability of airline specific analysis and recommendations for potential value capture. For airlines participating in the Value Capture Compass as a standalone module, only this benefit will be applicable.

9. Intellectual Property

1. **Ownership** – All right, title and interest in and to the Airline Retailing Maturity index and the IATA Enhanced and Simplified Distribution (EASD) schemas, including, without limitation, all intellectual property rights and any accompanying written or printed materials, are owned by IATA. Nothing contained in these Terms and Conditions shall be construed as granting or transferring any ownership or license rights in or to the Airline Retailing Maturity index or the IATA schemas to the Applicant, other than as expressly stated herein. Use/integration of the IATA EASD schemas by the Applicant is subject to the IATA PSC Data Exchange Specifications License (available at: https://www.iata.org/en/programs/airline-distribution/retailing/ndc/download-form/).

2. **Trademarks** – "IATA", the IATA logo, "Airline Retailing Maturity index", "ARM index", the ARM index logo, and other IATA logos and product/service names ("IATA Trademarks") are trademarks of IATA and are protected by applicable laws of certain countries. Nothing contained in these Terms and Conditions shall be construed as granting or transferring any ownership or license rights in or to any IATA Trademarks, other than as expressly stated herein. Use of the ARM index logo by the Applicant shall be at all times subject to the IATA-Guidelines Client Recognition Stamps then in effect. In the event that the Applicant's ARM index status expires, the Applicant shall immediately cease use of the ARM index logo. The Applicant shall not use the "ARM index" trademark/name or any other IATA Trademark in relation to its Airline Retailing-related programs, products or services without prior written permission from IATA, which may be withheld in IATA's sole discretion. The Applicant grants to IATA a worldwide, royalty-free, non-exclusive, non-transferable and non-assignable license to use and display its company logo (if provided) in association with the Applicant's ARM index Registry entry.

10. Disclaimer and Limitation of Liability

1. AIRLINE RETAILING MATURITY (ARM) INDEX, THE ARM INDEX REGISTRY AND ALL ASSOCIATED BENEFITS 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.

2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IATA 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 IATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF, OR RELATED TO, AIRLINE RETAILING MATURITY (ARM) INDEX, THE ARM INDEX REGISTRY OR THESE TERMS AND CONDITIONS. NOTHING IN THIS AGREEMENT SHALL EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR WILFUL MISCONDUCT, OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

11. Miscellaneous

1. **Amendment** – IATA reserves the right, in its sole discretion, to modify these Terms and Conditions at any time, and to alter, discontinue or cancel Airline Retailing Maturity (ARM) index at any time, with reasonable prior notification. Notwithstanding the foregoing, if required by law or regulation or in exceptional circumstances where a modification to the Terms and Conditions is required, the parties shall agree to such changes in writing.

2. **Force majeure**. IATA shall not be liable for delay or failure in its performance hereunder to the extent that such delay or failure is cause by Force Majeure, including without restriction, acts of God, natural disasters, fire, earthquakes, floods, explosions, pandemic, terrorism, armed conflicts and wars not yet officially declared, civil unrest, strikes or industrial disputes, vandalism, pillage, port congestion, theft, adverse

weather conditions, rejections or delays in obtaining export or import licenses, embargoes, acts or any regulations of any governmental authority, communication line failure or failure and significant and disruptive fluctuation of power supply and any similar events affecting third party suppliers.

3. **Severability** – If any provision of these Terms and Conditions 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.

4. **No Waiver** – The failure of IATA to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision.

5. **Relationship of the Parties** – The parties are independent contractors and nothing contained herein shall be interpreted as creating a partnership, joint venture, franchise or agency relationship, and neither party shall have the right to bind or engage the other party.

6. **Governing Law, Jurisdiction and Venue** – These Terms and Conditions shall be governed by the laws of England and Wales, without reference to its conflict of law principles. The parties exclusively consent to the exclusive jurisdiction of the English courts sitting in London in any action or dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination.

7. **Assignment** – These Terms and Conditions may not be assigned or otherwise transferred by Applicant without IATA's prior written consent.

8. **Survivorship** - Any rights arising on termination or expiration of the Terms & Conditions shall survive the termination or expiration of the Terms & Conditions, as shall any other provision of this Terms & Conditions which, expressly or by implication from its nature, is intended to survive its termination or expiration, including but not limited to confidentiality provisions and provisions governing the liability of the parties hereunder.

9. **Third Party Rights**. No one has the right to enforce these Terms and Conditions except for IATA and the Applicant.

10. **Entire Agreement** – These Terms and Conditions (together with the attached Application and the IATA-Guidelines Client Recognition Stamps) constitute the entire agreement and understanding between the parties regarding the subject matter thereof. These Terms and Conditions supersede any and all prior agreements between the parties regarding the subject matter hereof.

Annex 1 – Data Privacy

In this Agreement, "**Personal Data**" refers to any information relating to an identified or identifiable individual, such as a name, an identification number, an online identifier, etc. made available by one party to the other party. "**Process**" or "**Processing**" shall mean any operation performed on the Personal Data such as collection, use, storage, disclosure, etc.

Where Personal Data will be communicated under the terms of this Agreement, each of the parties agrees:

a. That it is responsible for complying with any obligations applying respectively to each of the parties under applicable data privacy laws and regulations. A particular attention shall be given to the information of individuals and the respect and the exercise of their different rights on or in relation to their Personal Data;

b. To refrain from requesting Personal Data beyond what is necessary to fulfil the purpose(s) for which it is requested, which purpose(s) for requesting Personal Data shall be specified and legitimate;

c. To agree in advance as to the categories of Personal Data which are required to be made available pursuant to this Agreement and monitor that they are complete, accurate and relevant, having regard to the purpose for which they are processed;

d. To adopt appropriate technological and organizational security measures in order to protect Personal Data, having regard to the level of risk;

e. That Personal Data will only be processed to fulfil the purpose (s) for which it was made available;

f. To ensure that any third party to whom Personal Data is transferred is bound by the same level of protection defined in the present Agreement;

g. To respect any applicable legal requirement regarding cross-border transfers;

h. To reasonably cooperate with the other in connection with its own compliance with applicable law and to reimburse the other for any excessive or manifestly unfounded charges incurred in providing each other assistance;

i. To amend and update Personal Data upon receiving instructions to do so from the other party and/or directly from the individual; and

j. To promptly return to the other or delete all Personal Data owned by the other party which is no longer necessary to fulfil the purpose(s) for which it was made available, unless otherwise instructed by the other party, the relevant individual or unless required by law.