

HEATHROW TERMS AND CONDITIONS FOR THE SUPPLY OF IT AND TELECOM SERVICES

These Conditions apply to all Services provided by the Supplier to a Customer and to any order that is placed: (a) through the Heathrow ordering Portal (<http://www.heathrowairport.com/telecoms>); or (b) directly via email to Heathrow@sita.aero. These Conditions should be read in conjunction with any accepted Quotation.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

Additions: has the meaning given in Condition 6.

CCTV Service: has the meaning given in Schedule 1.

Conditions: means these terms and conditions for Supply of IT Services, including any schedules attached thereto and the Quotation.

Confidential Information: has the meaning given in Condition 10.1.

Contract: means the agreement for the provision of the Services between the Supplier and the Customer comprising the following documents and (unless otherwise stated in Schedule 1) in order of precedence: (a) these Conditions; (b) Schedule 1; (c) Schedule 2; (d) Schedule 3; (e) the Quotation; and (f) any other documents expressly incorporated by any of these documents or by written agreement between the Customer and the Supplier.

Customer: means the person, firm or company who purchases Services from the Supplier and is stated on the Quotation.

Customer's Equipment: means any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Dark Fibre and Copper Service: has the meaning given in Schedule 1.

Document: means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Enactment: means any law, regulation, order, code or guidance issued by a Relevant Authority in force from time to time.

Initial Term: has the meaning given to it in the Quotation.

Input Material: means all Documents, information and materials provided by the Customer relating to the Services including without limitation computer programs, data, reports and specifications.

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Managed LAN Service: has the meaning given in Schedule 1.

Managed Telephony Service: has the meaning given in Schedule 1.

MDI: means a written instruction or notice (as the case may be) issued in the name of the Airport's Managing Director or Chief Operating Officer (as applicable).

Personal Data: has the meaning given to it in Schedule 3.

Pre-existing Materials: means all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications.

Quotation: means the quotation (including but not limited to the Supplier's price book as may be applicable from time to time) issued to the Customer, signed by the Customer and returned to the Supplier, to which these Conditions apply.

Relevant Authority: means: (a) a court with jurisdiction; (b) an agency, department or official of the government of the UK or of the EU; (c) the Civil Aviation Authority or any other competent regulatory authority; (d) a health and safety body; (e) an emergency service organisation; (f) an enforcement body (including the police force); or (g) any other competent administrative body.

Relocation Costs: has the meaning given in Condition 6.

Relocations: has the meaning given in Condition 6.

Removal Costs: has the meaning given in Condition 6.

Removals: has the meaning given in Condition 6.

Service(s): means the service or services to be provided by the Supplier under the Contract as set out in the Quotation together with Schedule 1.

Services Start Date: means the date on which the Services are requested to start (as stated in the Quotation).

Supplier: means Heathrow Airport Limited (Company Number: 01991017) whose registered office is located at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW.

Supplier's Equipment: means any equipment including tools, systems, cabling or facilities provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

Term: means the Initial Term plus any continuation permitted in accordance with Condition 3.2.

VAT: means value added tax chargeable under English law for the time being and any similar additional tax.

Wireless LAN Service: has the meaning given in Schedule 1.

Year: means a period of 12 months from the Services Start Date or the respective anniversary thereof.

- 1.2 Headings in these Conditions shall not affect their interpretation.
- 1.3 The schedules form part of the Contract.
- 1.4 Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.5 A reference to any legislation including references to an Act of Parliament, statutory provision or statutory instrument shall be construed as referring to legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time;

- 1.6 Any reference to "persons" includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, government body, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
- 1.7 The words "in writing" and "written" mean "in documented form" whether electronic or hard copy;
- 1.8 The words "day" and "month", "year" and "quarter" mean a UK calendar day, calendar month, calendar year and calendar quarter unless otherwise stated;
- 1.9 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.10 References to Conditions and schedules are to the Conditions and schedules of the Contract.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:
- (a) apply to and be incorporated into the Contract; and
 - (b) prevail over any inconsistent terms or conditions contained or referred to in the Quotation, confirmation of order, invoice, acceptance of a quotation or specification or other Document supplied by the Customer or implied by trade custom, practice or course of dealing.
- 2.2 A binding contract shall come into force on the execution of the Quotation by an authorised representative of the Customer.
- 2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with Condition 2.2. Any Quotation is valid for a period of 30 days from its date of issue, provided that the Supplier does not withdraw it.

3. COMMENCEMENT AND DURATION

- 3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer from the Services Start Date.
- 3.2 Subject to Condition 13, the Services supplied under the Contract shall continue to be supplied for the Initial Term. Thereafter the Contract shall continue, subject to the parties' rights to terminate the Contract in accordance with these Conditions, on the same terms and conditions as contained in the Contract unless terminated by either party by providing 3 months' notice in writing to the other party (such notice not to expire earlier than the end of the Initial Term).

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Services in all material respects in accordance with Schedule 1.
- 4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in Schedule 1, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services or provision of the Supplier's Equipment.

- 4.3 The Supplier shall have a right to cancel a scheduled Service in the event of a major incident and in such circumstances agrees to refund all payments already received from the Customer to the extent that such Services have not yet been performed.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide to the Supplier, in a timely manner, such Input Material and other information as the Supplier may require and ensure that this is accurate in all material respects;
- (c) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements and any standards or requirements as may be made available to the Customer by the Supplier;
- (d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of Input Material and the use of the Customer's Equipment in relation to the Supplier's Equipment, in all cases before the Services Start Date and for the Term;
- (e) use the Services solely for the operational needs of its own business. Without limiting the foregoing, the Customer shall not use or permit use of the Services by or on behalf of any third party (including the Customer's own prospective or existing customers) or lease, sell or otherwise make available the Services or any part of them to any third party howsoever, or otherwise exploit the Services for any commercial purpose;
- (f) provide the Supplier with full access to the locations at or to which the Services are provided as required by the Supplier from time to time, including to set up access to a network, to carry out maintenance and to perform Additions, Removals or Relocations (as defined in Condition 6);
- (g) comply with all applicable Supplier policies as notified in writing or made available electronically to the Customer from time to time (including without limitation the BAA Common Infrastructure Policy, the Electronic Communications Approval Process and the BAA Security Policy) and ensure that all of its employees, agents and sub-contractors with access to any network of the Supplier reads, understands and complies with such policies; and
- (h) in accordance with good industry practice, implement back-up procedures and processes for all data which the Customer sends or attempts to send across the Supplier's network.

5.2 Where the Customer has agreed to receive the Managed LAN Service, Wireless LAN Service or Managed Telephony Service by accepting the Quotation, the Customer shall not, and shall procure that its employees, agents and sub-contractors shall not:

- (a) send data to all users of the Supplier's network simultaneously, or otherwise deliberately, recklessly or maliciously (including attempting to do so) flood, disrupt, slow, degrade or otherwise impair the performance of the Supplier's network or the flow of traffic across it;
- (b) use, or attempt to use, the Supplier's network to originate, introduce or send any contaminated file, virus, worm, trojan horse, logic or time bomb, denial of service attack or similar malevolent, disruptive or destructive device;

- (c) make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety;
- (d) send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing; or
- (e) in any way which the Supplier considers is or is likely to be detrimental to the provision of the Services to the Customer or service to any of the Supplier's other customers.

5.3 Where the Customer has agreed to receive a Wireless LAN Service by accepting the Quotation, the Customer acknowledges that it has selected a certain bandwidth for the Services as set out in Schedule 1 and that exceeding such bandwidth may result in a degraded standard of service. The Customer shall not knowingly exceed the selected bandwidth and shall use all reasonable endeavours to ensure that it is not exceeded.

5.4 The Customer acknowledges that:

- (a) in respect of the Managed LAN Service, Wireless LAN Service and CCTV Service only, the Supplier shall provide access to the Supplier's network by a virtual private network which is created within a shared network. The Customer shall not attempt to obtain access to or interfere with any use made of the Supplier's network by any other party or with any data sent by another party using the Supplier's network;
- (b) the Managed LAN Service, Wireless LAN Service, CCTV Service and Dark Fibre & Copper Service do not include the supply, installation, configuration or support of any network equipment which may be required to access such Services (including routers). The Supplier shall provide a list setting out the specification of network equipment that the Customer may connect to the Supplier's network and the Customer shall ensure that it only uses equipment to connect to the Supplier's network that meets that specification, except as otherwise expressly approved by the Supplier from time to time;
- (c) the Supplier will be entitled to charge and the Customer will pay a service fee at the Supplier's then current charging rates in the event that the need for any maintenance results from any one or more of the following:
 - (i) the Customer's misuse or neglect of or accidental or wilful damage to the Services or Supplier's Equipment;
 - (ii) power failure;
 - (iii) accidental or wilful disconnection of the Services or Supplier's Equipment;
 - (iv) the Customer's failure to comply with any of the provisions of the Contract; or
 - (v) a fault in or other problem: (i) associated with any electronic communications system not run by the Supplier; or (ii) in the Customer's Equipment; and
- (d) the Supplier shall have no liability whatsoever where any inability to use the Services or the Supplier's Equipment is due to incompatibility between Customer Equipment and the Supplier's Equipment, the Services, and/or any communications network or for any breakdown or failure in Customer Equipment.

5.5 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer or its customers, agents or subcontractors arising directly or indirectly from such prevention or delay.

- 5.6 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, loss of profit, loss of reputation, loss or damage to property, those arising from injury to or death of any person, and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 5.7 The Customer shall not, without the prior written consent of the Supplier, at any time from the date on which the Quotation is signed by the Customer to the expiry of 12 months after the last date of supply of the Services or termination of the Contract, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee of the Supplier in the provision of the Services save where the person has responded to a public advertisement for the role.
- 5.8 Any consent given by the Supplier in accordance with Condition 5.7 shall be subject to the Customer paying to the Supplier a sum equivalent to 100 per cent. of the then current annual remuneration of the Supplier's employee or, if higher, 100 per cent. of the annual remuneration to be paid by the Customer to that employee.

6. ADDITIONS, REMOVALS AND RELOCATIONS

- 6.1 Where the Customer has agreed to receive the Managed LAN Service by accepting the Quotation, the following additional terms shall apply:
- (a) by written notice to the Supplier, the Customer may request the provision of additional data ports at one or more of the then current site(s) (each an "**Addition**"). The Supplier shall notify the Customer of the one-off installation charge associated with each Addition and within 28 days of receipt of such confirmation (or at such earlier time as the parties may agree) the Supplier shall provide the Additions. Each Addition shall be subject to the recurring service charges set out in the Quotation and/or Schedule 1, which shall be payable in accordance with Condition 8;
 - (b) on three months' written notice to the Supplier to expire no earlier than the first anniversary of the Services Start Date, the Customer may request the decommissioning, deactivation and/or removal of data ports at one or more of the then current site(s) (each a "**Removal**"). The Supplier shall action each Removal on or after the expiry of the notice period, provided that the Customer shall bear all costs and expenses incurred by the Supplier as a result of any Removal, including but not limited to costs of cabling and labour, calculated on a time and materials basis at the Supplier's then current rates as stated in the Quotation applicable at the date of request by the Customer for the Removal (together the "**Removal Costs**"), and all Removal Costs shall be payable by the Customer within 14 days of the Supplier actioning each Removal. The Supplier shall deduct from its next invoice any recurring service charges already paid by the Customer for each whole quarter following the expiry of the notice period, calculated on a pro rata basis. Any recurring service charges payable for the quarter in which the notice period expires shall not be deductible or otherwise refunded; and
 - (c) if the Customer and the Supplier agree to relocate the Customer from any other site(s) within the airport, the Customer may require access to the Services from such new location in place of the existing site (a "**Relocation**"), provided that:
 - (i) the Customer gives not less than 28 days' written notice to the Supplier of where the Customer shall be relocated; and
 - (ii) the Customer shall bear all costs and expenses incurred by the Supplier as a result of any Relocation, including costs of cabling and labour, calculated on a time and materials basis

at the Supplier's then current rates (together the "**Relocation Costs**"), and all Relocation Costs shall be payable by the Customer within 14 days of the Supplier enabling access to the Services at the new location.

7. SERVICE SUSPENSION

7.1 The Supplier may suspend the Services without liability to the Customer if:

- (a) the Customer is in breach of Condition 5.1(e), 5.1(g), 5.2 or 5.3, or otherwise uses the Supplier's network to originate, introduce or send any content or communication which is unlawful or in breach of any third party's rights;
- (b) the Supplier has reasonable grounds to believe that continued use of the Services by the Customer will or is likely to:
 - (i) adversely affect the operation, security or safety of the Supplier its customers, employees, agents or sub-contractors within which the Services are provided; or
 - (ii) cause a breach of any applicable Enactment;
- (c) the suspension is required:
 - (i) by any order, instruction or request from a Relevant Authority;
 - (ii) to comply with an MDI which is reasonable in scope and nature; or
 - (iii) due to other operational requirements of the Supplier (as reasonably determined by the Supplier); or
- (d) the suspension is required to enable emergency works (including as defined in the Telecommunications Code, forming Schedule 2 to the Telecommunications Act 1984, or other applicable Enactment).

7.2 Before the Supplier exercises the right to suspend in Condition 7.1 it shall, if practicable, provide notice to the Customer stating the grounds of suspension. The Supplier shall resume provision of the Services as soon as practicable.

8. CHARGES AND PAYMENT

8.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in Schedule 2.

8.2 The charges set out as payable in respect of the Term cannot be cancelled and are non-refundable unless this Contract is terminated by the Customer pursuant to Condition 13.1.

8.3 Invoices shall be issued by the Supplier quarterly in advance. The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 14 days of receipt to a bank account nominated in writing by the Supplier.

8.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date the Supplier may:

- (a) claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer shall pay the interest immediately on demand; and

- (b) suspend all Services until payment has been made in full.

8.5 Time for payment under the Contract shall be of the essence.

8.6 All sums payable to the Supplier under the Contract shall become due immediately on its termination regardless of any other provision. This Condition 8.6 is without prejudice to any right to claim interest under law or any such right under the Contract.

8.7 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

8.8 Any extension to the Term that the parties may agree may be subject to an increase in the charges.

8.9 The Supplier may increase the recurring service charges in the event of an increase in the costs incurred by the Supplier in the provision of the Services as a direct result of a change in an Enactment, provided that such increase shall be limited to the increase incurred by the Supplier and shall be effective as from the date the change applies to the Supplier. The Supplier shall promptly notify the Customer of any increases payable under this Condition 8.9 on becoming aware of the scope of those increases.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights arising as a result of the provision of the Services or any documentation provided by the Supplier, and existing or arising from the Pre-existing Materials, shall be owned by the Supplier. Subject to Condition 9.2, the Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services for the Term.

9.2 The Customer acknowledges that, where the Supplier does not own any Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

10. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

10.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain ("**Confidential Information**").

10.2 The Customer may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

10.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Condition 10.

- 10.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract or to receive the Services.
- 10.5 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including Pre-existing Materials and the Supplier's Equipment) shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at the Customer's own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 10.6 Prior to leaving any location where the Customer has been receiving Services, the Customer shall notify the Supplier no less than 90 days prior to leaving in writing of its intention to leave such location. The Supplier shall be entitled from the notified departure date to remove any Supplier's Equipment from such location. The Customer shall ensure that any such location is returned to the condition that it was in prior to the Customer occupying such area and shall remove any cabling that the Customer has installed in such area prior to departure.

11. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 11.1 This Condition 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
- (a) any breach of the Contract;
 - (b) any use made by the Customer of the Services, the deliverables or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these Conditions limits or excludes the liability of the Supplier:
- (a) for death or personal injury resulting from its negligence, or that of its employees, officers, agents or subcontractors;
 - (b) for fraud, fraudulent misrepresentation or fraudulent concealment by the Supplier or its employees, officers, agents or subcontractors; or
 - (c) for any other matter in respect of which liability cannot by applicable law be limited or excluded.
- 11.4 Subject to Condition 11.2 and Condition 11.3:
- (a) the Supplier shall not be liable for:
 - (i) loss of revenue or profits;
 - (ii) loss of business opportunity;
 - (iii) depletion of goodwill and/or similar losses;
 - (iv) loss of anticipated savings
 - (v) loss of goods;

- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information; or
- (ix) any special, consequential or indirect losses or damage,

in each case arising out of or in connection with this Contract, including as a result of breach of contract, tort (including negligence), under statute or otherwise, and regardless of whether the Supplier knew or had reason to know of the possibility of the loss, injury, or damage in question.

- (b) the Supplier's total aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract arising:
 - (i) during the first year of this Contract, shall not exceed the charges paid or payable to the Supplier during that year; and
 - (ii) during any subsequent year, shall not exceed the charges paid or payable for the Services in the year preceding the year in which such claim arose.

12. DATA PROTECTION

- 12.1 If a Party processes Personal Data under or in connection with this Contract, that Party shall comply with the provisions of Schedule 3. Schedule 3 shall survive termination or expiry of this Contract.
- 12.2 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Supplier in connection with the Services.

13. TERMINATION

- 13.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
 - (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default for not less than seven days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing in either case within the meaning of Section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

- (e) a petition is filed, notice given, resolution passed or order made for or in connection with the winding up of that other party;
- (f) an application is made to court or an order is made for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the other party;
- (g) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 13.1(c) to Condition 13.1(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.2 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall return all of the Supplier's Equipment and Pre-existing Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of these. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (c) the parties shall return any Confidential Information of the other party or confirm in writing that such information has been destroyed; and
- (d) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

13.3 On termination of the Contract (however arising), the following Conditions shall survive and continue in full force and effect:

- (a) Condition 9;
- (b) Condition 10;
- (c) Condition 11;
- (d) Condition 13; and
- (e) Condition 23.

13.4 In the event that this Contract is terminated for whatsoever reason during the Initial Term the balance (if any) of the charges due in respect of that Initial Term will become immediately due and payable by the Customer to the Supplier.

14. FORCE MAJEURE

14.1 The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15. VARIATION

15.1 Subject to Condition 15.2, 15.3 and 15.5, any variation to the Contract shall be agreed by the parties in writing.

15.2 The Supplier may, from time to time and without notice, improve, modify or change the Services in order to:

- (a) comply with any applicable Enactment;
- (b) reflect a change in the Supplier's operational or technical requirements; or
- (c) alter the Services for reasons which, in the Supplier's reasonable opinion, improve the quality of service or otherwise are for the benefit of the Supplier's customers as a whole;

provided that such changes do not materially affect the nature, scope of or charges for the Services.

15.3 Subject to Condition 15.2, the Supplier reserves the right to amend or vary the Contract (other than in relation to charges) by giving the Customer 30 days' written notice. Within 14 days of such notification the Customer may give the Supplier not less than 14 days written notice to terminate the Contract. If the Customer does not terminate in such period, then the Customer is deemed to have accepted the amendment or variation.

15.4 If the Customer requests and the Supplier agrees to a change to the Services (including without limitation adding, deleting or exchanging a Service) or a change of site, the Customer must complete such formalities as the Supplier shall require to give effect to such change and the Customer must pay the Supplier its then current charges for such change. The Supplier may require payment prior to effecting such change. To reflect such change, the Supplier may without notice revise the charges and the provisions of Condition 15.2 shall not apply to such revision.

15.5 In this Condition 15.5, "New Services" shall mean the service after amendment or variation and "Original Services" shall mean the Services prior to amendment or variation. Such amendment or variation may be the result, without limitation, of a change of name, method of delivery, change in technology, upgrade or substitution of alternative service and:

- (a) the New Services shall have at least equivalent functionality and service levels to the Original Services;
- (b) the Customer will not be charged for such variation;
- (c) charges payable for the Original Services shall apply to the New Services; and
- (d) the remainder of the Term for the Original Services shall continue to apply to the New Services.

15.6 After a variation in accordance with Condition 15.5 the New Services shall be deemed to be the Services.

16. WAIVER

- 16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. SEVERANCE

- 17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. ENTIRE AGREEMENT

- 18.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 18.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Contract.
- 18.3 Nothing in this condition shall limit or exclude any liability for fraud.

19. ASSIGNMENT

- 19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 19.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21. RIGHTS OF THIRD PARTIES

21.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

22. NOTICES

22.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Quotation, or as otherwise specified by the relevant party by notice in writing to the other party.

22.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Quotation or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

22.3 This Condition 22 shall not apply to the service of any notice in any proceedings or other documents in any legal action.

22.4 A notice required to be given under the Contract shall not be validly served if sent by email.

23. GOVERNING LAW AND JURISDICTION

23.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

23.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SIGNED for and on behalf of the Supplier

Name _____

Position _____

Signature _____

Dated _____

SIGNED for and on behalf of the Customer

Name _____

Position _____

Signature _____

Dated _____

SCHEDULE 1: SERVICES

<p>Services</p> <p>As more particularly detailed at http://www.heathrowairport.com/telecoms and https://heathrowtelecoms2.force.com/calypso_services from time to time</p>
Broadband Services
Colocation Services
Common Beacon Infrastructure Services
CCTV Services
Flight Information Display Services
IP Telephony Services
IPTV Services
Managed LAN Services
Passive Fibre & Copper Services
Radio Services
Wide Area Mobile Data Services
Wi-Fi On the Move Services
Wireless LAN Services

SCHEDULE 2: PRICING

Part 1. Price

As stated in the Quotation

Part 2. Payment

As stated in the Quotation

SCHEDULE 3: DATA PROTECTION

Definitions

The definitions used in this Schedule are as follows:

Applicable Law: means any legislation at any time relating to or applicable to the provision of the Services or any lawful requirement or demand of any court, governmental body or regulatory authority (including the Regulator) having authority over the Supplier of the Customer in respect of which compliance is obligatory.

Change Request: means a request for a change to this Schedule made in agreement by the Parties.

Customer: has the meaning given in Condition 1.

Controller: has the meaning ascribed to in in the GDPR.

Customer Personnel: means all personnel or sub-contractors engaged by or on behalf of the Supplier in relation to the Service (whether employed directly, supplied by an agency, engaged by any sub-contractor to the Supplier or otherwise).

Data Protection Legislation: means: (i) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of personal data to which a Party is subject, including the Data Protection Act 1998 (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018), as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) any code of practice or guidance published by the Information Commissioner's Office from time to time.

Data Subject Request: means a subject access request or notice or complaint from a Data Subject exercising his rights under the Data Protection Legislation, including specific requests from individuals to rectify inaccuracies, delete personal data or restrict the Processing of personal data.

GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.

Group: means, in respect of any party, that party and the following from time to time: its holding companies and subsidiaries together with all subsidiaries of such holding companies.

Heathrow Companies: means Heathrow Airport Holdings Limited and its subsidiaries and holding companies and their subsidiaries from time to time.

International Transfer Requirements: means the requirement to ensure that transfers of personal data outside of the European Economic Area have adequate protections in place, as set out in the Data Protection Legislation.

Losses: means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, penalties, interest, legal and other professional fees and expenses.

Parties: means the Supplier and the Customer together.

Personal Data: has the meaning ascribed to it in the GDPR.

Personal Data Breach: has the meaning ascribed to it in the GDPR.

Processing: has the meaning ascribed to it in the GDPR, and "**Processed**" and "**Process**" shall be construed accordingly.

Processor: has the meaning ascribed to it in the GDPR.

Pseudonymisation: has the meaning ascribed to it in the GDPR.

Regulator: means any regulator or regulatory body (including the Civil Aviation Authority) or any person acting on its behalf or appointed pursuant to its instructions which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Supplier.

Regulator Correspondence: means any correspondence received from any relevant Regulator in relation to the Processing of the Personal Data.

Security Requirements: means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the seventh data protection principle of the Data Protection Act 1998 and Article 32 of the GDPR) (as applicable)).

Supplier: has the meaning given in Condition 1.

1. Data Protection

1.1 Personal Data

- 1.1.1 This paragraph 1.1 shall apply to all Personal Data Processed by the Customer (or by a subcontractor on its behalf) under, or in connection with, this Contract on behalf of the Supplier (the "**Personal Data**").
- 1.1.2 The Customer shall indemnify the Supplier against all Losses which the Supplier may incur or suffer in connection with a breach of the Customer's obligations under this Schedule.
- 1.1.3 The Parties shall each Process the Personal Data. The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that:
- (a) the Supplier shall be a Controller (or a Processor on behalf of the ultimate Controller), where it is Processing the Personal Data in connection with the Data Subject's relationship with the Supplier as an employee, contractor or customer.
 - (b) the Customer shall be:
 - (i) a joint Controller with the Supplier; or
 - (ii) a Processor acting on behalf of the Supplier;
where it is Processing the Personal Data in order to enable the Supplier to provide the Service or otherwise performing its obligations under this Contract.
- 1.1.4 While the Parties anticipate that the Customer shall predominantly perform the role of Processor, the Parties may in any Change Request designate one or more of those roles outlined in paragraph 1.1.3 to the Customer which they believe and understand the Customer to be fulfilling pursuant to

that Change Request. For the avoidance of doubt, in any case where the Parties do not designate one or more such roles to the Customer: (i) the Supplier shall be deemed to be a Controller; and (ii) the Customer shall be deemed to be the Processor. Notwithstanding the foregoing, under no circumstances shall the Customer be relieved from performing its obligations under paragraph 1.1.11.

- 1.1.5 Subject to compliance with this paragraph 1, where the Parties designate the Customer as a joint Controller in any Change Request, for so long as the Processing carried out by the Customer pursuant to that Change Request is in accordance with the Data Protection Legislation, the Customer shall be entitled to determine the precise manner in which the Personal Data is Processed by it.
- 1.1.6 Where (pursuant to paragraph 1.1.6) the Parties are Processing (or procuring the Processing of) the Personal Data as joint Controllers pursuant to a Change Request, the Parties agree (unless otherwise agreed in that Change Request) that:
- (a) they shall each be responsible for compliance with the obligations imposed on a Controller by the Security Requirements while the Personal Data is in its possession or control;
 - (b) the Supplier shall be responsible for compliance with the principles of the Data Protection Legislation in relation to:
 - (i) lawfulness, fairness and transparency;
 - (ii) purpose limitation; and
 - (iii) compliance with the rights of the Data Subject; and
 - (c) the Customer shall be responsible for compliance with the principles of the Data Protection Legislation in relation to:
 - (i) data minimisation;
 - (ii) accuracy;
 - (iii) storage minimisation/ retention; and
 - (iv) compliance with the International Transfer Requirements.
- 1.1.7 Where a Party acts as Controller, where required it shall make due notification to any relevant Regulator including any required notification of its use and Processing of the Personal Data.
- 1.1.8 The Customer shall comply, at all times, with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as the Customer knows or believes (or would reasonably be expected to know or believe) would cause the Supplier to breach any of its applicable obligations under the Data Protection Legislation.
- 1.1.9 Without prejudice to the obligations of the Customer under this paragraph 1, and the rights and remedies of the Supplier in connection with a failure to perform them, nothing in this paragraph 1 shall give rise to any liability on the part of the Customer for a failure by the Supplier to comply with its obligations under the Data Protection Legislation where such failure is unconnected to the acts or omissions of the Customer or Customer Personnel.
- 1.1.10 Where the Customer acts as a Processor, the Customer shall (and shall procure that all Customer personnel and its subcontractors shall):

- (a) process the Personal Data only in accordance with instructions from the Supplier (which may be specific instructions or instructions of a general nature as set out in this Schedule or as otherwise notified by the Supplier to the Customer during the Term); and
- (b) to the extent required by European Union law or the law of one of the Member States of the European Union and/or the United Kingdom, to the extent legally permissible, promptly, and in any event within twenty-four (24) hours, inform the Supplier if the Customer is required by European Union law or the law of one of the Member States of the European Union to act in a way that would be in breach of any of this paragraph 1.1.10.

1.1.11 Regardless of whether the Customer is acting as Processor or joint Controller, the Customer shall (and shall procure that the Customer personnel and its subcontractors shall):

- (a) process the Personal Data only to the extent, and in such manner, as is necessary for the Supplier to provide the Service or as is required by Applicable Law or any Regulator and shall inform the Supplier immediately if it considers in its opinion any of the Supplier's instructions infringes Data Protection Legislation;
- (b) assist the Supplier, where necessary, in the completion of data protection impact assessments relating to the Processing of Personal Data under the Contract, including providing information about processing activities;
- (c) make available all information necessary to demonstrate compliance with the Customer's obligations as Processor and/ or joint Controller (as applicable), as set out in the Contract and, where applicable, the Data Protection Legislation;
- (d) implement appropriate technical and organisational security measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure sufficient to comply with the Security Requirements, such measures to be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction of, or damage to, the Personal Data which is to be protected. Such measures shall include any specific measures required to be taken under the Heathrow policies and procedures;
- (e) notify the Supplier of a suspected or actual Personal Data Breach without undue delay and in any event, within twenty-four (24) hours of becoming aware and both;
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the Supplier to make any required notifications to the Regulator and affected Data Subjects;
- (f) ensure that it does not subcontract the Processing of Personal Data or transfer the Personal Data to a subcontractor unless and until:
 - (i) the Customer has obtained prior written consent from the Supplier;
 - (ii) the Customer has provided the Supplier with full details of the subcontractor (including the results of the due diligence undertaken in accordance with the paragraph 1.1.11(f)(iii) below);
 - (iii) the Customer has undertaken thorough due diligence on the proposed subcontractor, including a risk assessment of the information governance-related practices and processes of the subcontractor, which shall be used by the Customer to inform any decision on appointing the proposed subcontractor; and

- (iv) the subcontractor contract is on terms which are equivalent to, and offer no less protection than, this paragraph 1, and the Supplier shall have the option to require the processing agreement to be a direct agreement between it and the relevant subcontractor (or to be named as a third party beneficiary in such agreement);
- (g) ensure that it takes all reasonable steps to ensure the reliability of any Customer personnel who shall have access to the Personal Data and that such Customer personnel:
 - (i) are informed of the confidential nature of the Personal Data and comply with the obligations set out in this paragraph 1;
 - (ii) enter into appropriate contractually binding confidentiality undertakings; and
 - (iii) do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Supplier;
- (h) notify the Supplier within three (3) Working Days if it receives:
 - (i) a request from a Data Subject to have access to his Personal Data; or
 - (ii) a complaint or request relating to any Heathrow Companies obligations under the Data Protection Legislation, as well as any Data Subject Request;
- (i) use all reasonable endeavours in accordance with good industry practice to assist the Supplier to comply with the obligations imposed on the Supplier by the Data Protection Legislation. This may include providing the Supplier with full cooperation and assistance in relation to any Data Subject Request, including:
 - (i) providing full details of the Data Subject Request;
 - (ii) complying with the Data Subject Request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Supplier's instructions;
 - (iii) providing the Supplier with any Personal Data it holds in relation to a Data Subject (within the reasonable timescales required by the Supplier, having regard to the Data Protection Legislation and any timescales within which the Supplier may be required to act in connection with such Data Subject Request); and
 - (iv) providing the Supplier with any information requested by the Supplier;
- (j) permit the Supplier and any Regulator to inspect and audit the Customer's data Processing activities and records (and/or those of its agents, subsidiaries and subcontractors), including to verify the Customer's compliance with this paragraph 1.1.11 and the Data Protection Legislation. Further, the Customer shall comply with all reasonable requests or directions by the Supplier and/or any Regulator to enable the Supplier and/or any Regulator to verify and/or procure that the Customer is in full compliance with its data Processing obligations under this Contract;
- (k) provide a written description of the measures employed by the Customer and subcontractors for Processing Personal Data in order to comply with paragraph 1.1.11(b) (within the reasonable timescales required by the Supplier having regard to the Data Protection Legislation and any timescales within which the Supplier may be required to act in connection with such written description), as well as a description of the nature and purpose of the Processing activities, the type of personal data being processed and the categories of Data Subjects;
- (l) maintain accurate and up to date records of its data Processing activities in connection with the Service;

- (m) not Process or otherwise transfer any Personal Data outside the United Kingdom and/or the European Economic Area. If, after the Signature Date, the Customer (or any subcontractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area other than as detailed above, the following provisions shall apply:
 - (i) the Customer shall submit a Change Request to the Supplier which shall be dealt with in accordance with paragraphs 1.1.11(m)(ii) to 1.1.11(m)(iv) (inclusive):
 - (ii) the Customer shall set out in its Change Request and/or impact assessment details of the following:
 1. the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 2. the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 3. any subcontractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 4. how the Customer will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Supplier's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
 - (iii) in providing and evaluating the Change Request and impact assessment, the Parties shall ensure that they have regard to and comply with the then current Heathrow Group, Government and relevant Regulator policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and
 - (iv) the Customer shall comply with such other instructions and shall carry out such other actions as the relevant Heathrow Companies may notify in writing, including incorporating additional standard and/or model clauses (which are approved from time to time by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Schedule or in a separate data processing agreement.

1.1.12 Other than as expressly permitted in accordance with this paragraph 1 no elements of the Services shall be provided from any location (other than the locations where the Services under the Contract between the Parties are to be provided and the premises of the Customer in the United Kingdom) that has not been agreed in writing by the Supplier (and specifically they shall not be provided from any location outside the European Economic Area, nor shall any data relating to the Services be transferred outside the European Economic Area, without the Supplier's express written consent).

2. Supplier Data

2.1 In this Schedule, the term "**Supplier Data**" means: (i) any data (other than Personal Data and Confidential Information), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to the Customer by or on behalf of the Supplier; or (ii) foregrounds intellectual property rights which the Customer is required to generate, process, store or transmit pursuant to this Schedule.

2.2 The Customer acknowledges that the Supplier Data is the property of the Supplier and the Supplier reserves all intellectual property rights which may, at any time, subsist in the Supplier Data. To the extent that any

intellectual property rights in any of the Supplier Data vest in the Customer by operation of law, such intellectual property rights shall be assigned by the Customer to the Supplier by operation of this paragraph 2.2 immediately upon the creation of such Supplier Data. In case of any discrepancies or deviations between this Schedule and the Contract, the Contract shall prevail.

2.3 The Customer shall:

- (a) not delete or remove any proprietary notices or other notices contained within or relating to the Supplier Data;
- (b) not alter, store, copy, disclose or use the Supplier Data, except as necessary for the performance of the Contract or as otherwise expressly authorised by the Contract or the Supplier;
- (c) preserve, so far as possible, the integrity of the Supplier Data and prevent its loss, damage, corruption, disclosure, theft, manipulation or interception (taking all precautions as may be necessary for such preservation);
- (d) make secure back-up copies of the Supplier Data on such regular basis as is reasonable for the particular data concerned or as instructed by the Company from time to time; and
- (e) immediately notify the Supplier if any of the Supplier Data is lost, becomes corrupted, is damaged or is deleted accidentally.

2.4 To the extent that the Supplier Data is held by the Customer, the Customer shall supply such Supplier Data to any of the Heathrow Companies which may request the same from time to time.

2.5 The provisions of this Schedule shall survive the termination or expiry of the Contract.