

TERMS AND CONDITIONS OF USE OF THE ONLINE COORDINATION SYSTEM

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires:

- ACCOUNT** means the permission for an individual User to access OCS granted by the Portal Administrator
- AGREEMENT** means the agreement for the Customer's access to and use of OCS.
- APPLICATION FORM** means the application form to use and access OCS, which appears on the OCS Portal and which has been submitted by the Customer.
- AUTHORISED REPRESENTATIVE** means a designated representative of the Customer who is authorised to bind the Customer to this Agreement and to approve applications by other Users to access and edit the Customer Data and who submitted the Application Form.
- CHARGES** means the charges, as set out on the OCS Portal, for the access to and use of OCS referred to in the Application Form and any further access and user charges as may be agreed between the Portal Administrator and the Customer from time to time.
- COMMENCEMENT DATE** means the date on which the Portal Administrator accepts the Customer's application to access and use OCS subject to these Conditions.
- THESE CONDITIONS or CONDITIONS** means these Terms and Conditions Of Use of the Online Coordination System, as amended from time to time by the Portal Administrator, by advising the Customer by email and/or posting the amended Terms and Conditions of Use on the OCS Portal.
- CONFIDENTIAL INFORMATION** means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Portal Administrator, PDC and/or Coordinators to the Customer whether before or after the Commencement Date including the Non-Customer Data, Databases (excluding Customer Data), the software comprised in OCS, any products of the Portal Administrator, PDC, Coordinators or suppliers, and/or the Portal Administrator's operations, processes, plans or intentions, product information, market opportunities and/or business affairs.
- COORDINATOR and/or COORDINATORS** means the participating coordinators and facilitators who are responsible for slot allocation, schedules facilitation, and schedule data collection services on behalf of specific airports, and whose Databases can be accessed via OCS..
- CUSTOMER or YOU** means the person who has submitted the Application Form.
- CUSTOMER DATA** means any information concerning the schedules of the Customer, from time to time comprised in or held on the Databases or put there by the Customer.

DATABASE and/or DATABASES	means the databases, or any one or more of them, of information containing the schedules of air carriers' operations, through airports at which one of the Coordinators is responsible for scheduling, from time to time, which are linked to OCS.
INTELLECTUAL PROPERTY RIGHTS	means rights in and to patents, trade marks, service marks, registered designs, copyright, design rights, database rights, know-how, confidential information, trade and business names, whether in any case registered or unregistered, and applications for any of the foregoing, and any other similar protected rights in any country, whether on the Commencement Date or in the future.
LIABILITY	means any liability, loss, damage, cost or expense, including, without limit, legal costs and expenses.
NON-CUSTOMER DATA	means any information other than Customer Data from time to time comprised in or held on the Databases.
OCS	means the Online Coordination System, which allows Users to access and use the Databases via the OCS Portal.
OCS PORTAL	means the web portal at www.online-coordination.com or such other URL as may replace it from time to time as advised by the Portal Administrator.
PDC	means Prolog Development Center A/S, a company registered in Denmark whose registered office is at H.J. Holst Vej 5C, DK-2605 Brøndby, Denmark which is the owner of the Intellectual Property Rights in OCS.
PORTAL ADMINISTRATOR	means Airport Coordination Limited whose registered office is Viewpoint, 240 London Road, Staines TW18 4JT and registered number is 2603583
PASS CODE	means a complex code advised to the Customer by the Portal Administrator used for security authentication.
PASSWORD	means a combination of letters and numbers that is used together with the User ID and Pass Code to authenticate the User.
RELEVANT RIGHTS	has the meaning set out in clause 9.1;
SERVICE DESCRIPTION	means the description of OCS, security relating to OCS, the Customer support and queries services, and any services related relating to OCS development on the page/section of the OCS Portal headed Online Coordination System Account Application as may be modified by the Portal Administrator from time to time.
TECHNICAL REQUIREMENTS	means the technical requirements set out on the OCS Portal.
USER	means an employee or contractor of the Customer, who is authorised to have access to and use OCS on the Customer's behalf, and whose details are specified on the Application Form or who replaces any person so specified as advised by the Authorised Representative to the

Portal Administrator from time to time.

USER ID means a User ID which the User must use to gain access to OCS.

WORKING DAY means any Monday to Friday excluding public holidays in England.

WRITING means email, letter or facsimile or any like means of communication.

1.2 The headings in these Conditions shall not affect their interpretation.

2. PROVISION OF OCS AND RELATED SERVICES

2.1 The Portal Administrator shall provide and the Customer shall accept access to and use of OCS and the related services to be supplied under the Agreement, in accordance with an Application Form which is accepted by the Portal Administrator, subject to these Conditions, which shall govern the Agreement to the exclusion of any other Terms and Conditions of Use. No variation of these Conditions shall be binding unless agreed in writing by an authorised representative of the Portal Administrator. The Portal Administrator's employees, PDC, Coordinators or agents are not authorised to make any representations concerning OCS, the Database or any other matters or services supplied under the Agreement unless confirmed in these Conditions or otherwise in writing by an authorised representative of the Portal Administrator. In entering into the Agreement, the User acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed, PROVIDED THAT nothing shall limit the Portal Administrator's liability for fraudulent misrepresentation.

2.2 All proposals and offers by the Portal Administrator are not binding and merely constitute an invitation to the Customer to apply to the Portal Administrator to access and use OCS. The Application Form, once submitted by the Customer, shall be deemed to be an irrevocable offer from the Customer to enter an agreement to access and use OCS, subject to these Conditions. No application shall be deemed to be accepted by the Portal Administrator until the Portal Administrator shall so advise the Customer, as described in the Application Form. The Portal Administrator reserves the right to reject any offer received from the Customer.

2.3 The Customer warrants that the information it supplies on the Application Form is correct and submitted by an Authorised Representative.

2.4 The Customer shall inform the Portal Administrator immediately of any change in the identity of the Authorised Representative.

2.5 Where the Customer has applied for access to edit or add or delete flights from any Non-Customer Data, it confirms that the relevant carrier(s) have authorised such access and SSIM Attachment representative(s) indicated on the Application Form has authority on behalf of such carrier(s) to authorise such access.

3. ACCESS TO AND USE OF OCS

3.1 The Portal Administrator shall use all reasonable endeavours to, on the date from which the Customer is to have access to OCS specified in the Application Form (or, if none, within a reasonable time following the Commencement Date):

(a) provide by email to the Customer, a User ID, Password and Pass Code for the User(s) specified in the Application Form. If the Portal Administrator and the Customer shall later

agree that any further Users shall be added, the Portal Administrator shall provide a User ID, Password and Pass Code for each such User within a reasonable time following such agreement and the receipt of a completed Application Form for each additional User. The User ID, Password and Pass Code will be for the relevant User's sole use on the Customer's behalf. The provisions relating to OCS on the OCS Portal shall apply to the issue and use of the User ID, Password and Pass Code;

(b) assist the Customer in setting up and configuring its access to OCS as part of the Customer Support and Queries service described on the OCS Portal.

3.2 The Customer shall and shall ensure that the Users shall:

(a) not disclose the Password or Pass Code to any unauthorised person and shall effect and maintain adequate security measures to safeguard the Password or Pass Code from access or use by any unauthorised person;

(b) comply with the Portal Administrator's security and other procedures and reasonable instructions relating to the use of the Password and Pass Code access to OCS and Databases as notified to the Customer from time to time.

3.3 If at any time the Customer or Portal Administrator shall become aware or shall suspect that any unauthorised person has obtained any Password and/or Pass Code, that party shall notify the other immediately and the Portal Administrator shall as soon as is practicable alter the Password and/or Pass Code and inform the Customer accordingly. The Customer shall indemnify the Portal Administrator for any Liability arising from such unauthorised use.

3.4 The Customer shall be responsible for ensuring that its computer equipment and environment comply with the Technical Requirements and are otherwise suitable for accessing and using OCS, and that its firewalls allow such access and use, as contemplated on the OCS Portal.

3.5 The Customer shall ensure that the Users are suitably skilled and competent to use OCS.

3.6 The Customer shall and shall ensure that the Users shall access and use only those functions of OCS specified on the Application Form (and any functions which are later agreed to be added by the Portal Administrator and the Customer) and only (insofar as those functions allow) for the purposes of inputting, editing, viewing, deleting and downloading the Customer Data (and viewing and downloading the Non-Customer Data and, if specified in the Application Form and accepted by the Portal Administrator and authorised by the relevant carrier(s), editing the Non-Customer Data of such other carrier) for the Customer's own internal and proper business purposes.

3.7 The Customer shall not and shall ensure that the Users do not:

(a) access the OCS other than from equipment which must comply with the Technical Requirements; or

(b) make access to or use of OCS available to any third party nor use OCS on behalf of or for the benefit of any third party; or

(c) allow anyone save the Users to access or use OCS; or

(d) attempt to modify OCS including the Databases (save that it may modify the Customer Data as permitted by Condition 3.6) or any Non-Customer Data (save in so far as the Customer is authorised in accordance with this Agreement and the Application Form); or

(e) access or use any parts of OCS (including the Databases) other than those where the Customer Data may be viewed or edited, those where the Non-Customer Data may be viewed (or edited as authorised in accordance with this Agreement and the Application Form) and the online Help facility (referred to on the OCS Portal) and other areas designated for access by all customers using OCS; or

(f) copy, download, publish, distribute or make any Non-Customer Data available to any third party or commercially exploit it or use it for any other purpose than organising its own schedules; or

(g) save to the extent permitted by law and without prejudice to its rights in the Customer Data, use the Databases or the Non-Customer Data to compile an internal database or re-utilise or extract a substantial part of or repeatedly and substantially re-utilise or extract an insubstantial part of any Database; or

(h) damage, interfere with or disrupt access to OCS or do anything which may interrupt or impair its functionality; or

(i) use OCS to upload or distribute any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software to any computer systems of any third party.

3.8 The Customer shall reproduce the Portal Administrator's and/or its PDCs' and/or Coordinators' copyright or proprietary notices on any copies it makes of any parts of any Database, in accordance with the instructions of the Portal Administrator or PDC and/or Coordinator from time to time.

3.9 Without prejudice to any other of the Portal Administrator's or PDCs' and/or Coordinators' rights or remedies, the Authorised Representative shall indemnify the Portal Administrator, PDC and Coordinators, and keep the Portal Administrator, PDC and Coordinators fully indemnified against all Liabilities as a result of any breaches of Conditions 2.5, 3.6 and/or 3.7.

3.10 OCS shall generally be available to the Customer 24 hours a day, seven days a week. However, the Customer acknowledges that the Portal Administrator, PDC, Coordinators, internet service provider and/or other third party service providers may from time to time restrict the times of the availability of access to OCS and shall give reasonable prior notice of any period of unavailability due to maintenance, updating or alteration of OCS website or the OCS Portal by publication on the website, and the Portal Administrator, PDC, Coordinators and third party service providers shall have no liability in this regard. The Customer further acknowledges that, from time to time, access to a particular Database may be temporarily inaccessible or unavailable due to restructuring and planning of schedules and in these circumstances the Portal Administrator, PDC, Coordinators and third party service providers shall have no liability to the Customer in this regard.

3.11 The Portal Administrator and PDC, Coordinators and/or third party licensors may, at their discretion, from time to time modify, develop or enhance OCS and the Databases including, without limit, by altering the manner of presentation of any Database PROVIDED THAT any such changes will not substantially diminish the quality of OCS.

3.12 The Customer shall ensure the accuracy of the Customer Data when editing it on or inputting it onto any Database.

3.13 The Customer shall comply with all relevant laws, regulations and industry rules relating to the Customer Data and the Non-Customer Data.

3.14 The Customer acknowledges and agrees that the way in which it interprets or uses the Non-Customer Data is dependent upon the exercise of its own skill and judgement, that the Portal Administrator, PDC and Coordinators have no responsibility for such interpretations or use and that, when acting in reliance on the Non-Customer Data, it does so at its own risk.

3.15 The Customer acknowledges and agrees that, in the event that the Authorised Representative countersigns an application by another customer for editing rights over the Customer Data, it does so at its own risk and that the Portal Administrator, PDC and Coordinators have no liability for any loss, damage or expenses incurred as a result of any editing or alteration of Customer Data which takes place pursuant to such countersigned application.

3.16 During the term of the Agreement, the Portal Administrator shall provide customer support as described on the OCS Portal and the Customer shall comply with its obligations relating to such service as set out on the OCS Portal.

4. CHARGES

4.1 The Charges payable for the Customer's use of OCS shall be paid to the Portal Administrator in the manner specified on the OCS Portal and the Application Form.

4.2 The Charges are exclusive of Value Added Tax, where applicable, and any other applicable sales tax and/or duties from time to time, which may be payable in addition to the Charges.

5. TERM AND TERMINATION

5.1 The Agreement shall commence on the Commencement Date and shall (unless terminated earlier in accordance with this Condition 5) continue until the first anniversary of the Commencement Date. If the Customer wishes to continue to access and use OCS after such period, it shall apply to do so subject to these Conditions, which shall apply to any such new application.

5.2 In addition and without prejudice to its other rights or remedies, the Portal Administrator shall be entitled to terminate the Agreement forthwith if the Customer:

(a) does not pay the Charges due under the Agreement by the due date;

(b) commits a material breach of any of the terms of the Agreement and (in the case of a breach which is capable of being remedied) fails to remedy the breach within 14 days of receipt of notice in writing from the Portal Administrator specifying the breach and requiring its remedy; or

(c) ceases or threatens to cease to carry on business; has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets; passes a resolution for winding up (otherwise than for the purpose of a scheme of solvent amalgamation or reorganisation) or if a court of competent jurisdiction makes an order to that effect; or becomes subject to an administration order or enters into any voluntary arrangement with its creditors.

(d) if the Customer or its Users commit any material abuse of OCS, including, without limitation, by:

(i) requesting and/or holding slots which they have no intention of operating or no longer require, and/or taking any action with the intention of denying slot capacity to another Customer or other aircraft operator; and/or

(ii) using OCS in any way, with the intention to, or effect of, directly or indirectly prejudicing the interests of the Portal Administrator, PDC and/or other Customers;

5.3 Any termination of the Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

5.4 Upon termination of the Agreement the Customer shall as soon as practicable remove any Confidential Information from its computer systems, cease to use OCS and deliver up to the Portal Administrator or at the Portal Administrator's direction destroy any materials, in the Customer's possession, custody or control, containing Confidential Information.

5.5 the Portal Administrator will be entitled, upon termination of the Agreement, to deactivate the Passwords and Pass Code to prevent access to the data and OCS.

6. PORTAL ADMINISTRATOR'S WARRANTIES AND OBLIGATIONS

6.1 The Portal Administrator warrants that it and PDCs, Coordinators and third party licensors have the requisite rights to allow the Customer access to and use of OCS and the Databases.

6.2 The Portal Administrator will perform its obligations under the Agreement with reasonable care and skill.

6.3 The Portal Administrator has used all reasonable endeavours to test the software comprised in OCS for material failures to perform the functions described on the OCS Portal and to process data correctly. The Portal Administrator cannot, however, warrant that such software shall be error-free, in particular, as not all errors may have been revealed in the tests and the Portal Administrator anticipates that such software will be under continuing development by the Portal Administrator's third party suppliers.

6.4 Without prejudice to Conditions 6.2 and 6.3, the Customer acknowledges that OCS and the Databases are made available for access and use on an "as is" basis, that OCS is solely a means to facilitate the scheduling process by Customers with Coordinators and that the Portal Administrator and PDC are not party to any arrangements made between Customers and Coordinators via OCS, and have no control over the availability or content of the Coordinators' Databases accessible via OCS, other than the Portal Administrator's own database. Save as expressly provided in the Agreement, the Portal Administrator makes no representation and gives no warranty, undertaking or guarantee, either express or implied, with regard to:

(a) the availability and/or performance of OCS or any Database; or

(b) the information comprised in the Databases

including in each case, but without limit, its accuracy, reliability, completeness, quality, or fitness for any purpose whatsoever. Accordingly, but subject and without prejudice to Conditions 7.1, 7.2 and 7.3, the Portal Administrator and PDC and Coordinators exclude any and all liability in respect of any direct or indirect loss, damage or expense incurred by the Customer as a result of inaccuracy, error, corruption, deletion or omission as a result of or in connection with the use of OCS, save where due to the Portal Administrator's failure to comply with Conditions 6.2, 6.3 or 6.6.

6.5 The Customer agrees and acknowledges that the exclusions in Conditions 6.3 and 6.4 are fair and reasonable having regard to the fact that the Portal Administrator is dependant

upon third parties for the supply of the software and other elements of OCS and of information in the Databases.

6.6 The Portal Administrator shall use reasonable endeavours to exercise any rights that it may have, under any agreement with its suppliers, to procure that any errors in OCS that are notified to the Portal Administrator are rectified.

6.7 In the event that OCS or the Databases or any part of it is temporarily inaccessible by or unavailable due to the fault of the Portal Administrator, the Portal Administrator will take all reasonable steps to make the Databases or such part so available and accessible, and this shall be the User's sole remedy for such matters.

6.8 Except as expressly stated in the Agreement, all warranties and conditions, in relation to OCS, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

7. LIMITATION OF LIABILITY

7.1 Nothing in the Agreement shall exclude or restrict the Portal Administrator's and/or PDCs' and/or Coordinators' liability for death or personal injury arising from its negligence or for fraud.

7.2 Without prejudice to Condition 7.1, in no event, except as otherwise expressly provided in the Agreement, shall the Portal Administrator and/or PDC and/or Coordinators be liable to the Customer for:

(a) any indirect loss or damage; and/or

(b) any loss of profits, business, goodwill, data, savings, anticipated savings, business interruption or wasted management time, whether direct or indirect,

arising out of or in connection with the Agreement, whether or not the possibility of such loss was notified to the Portal Administrator and/or PDC and/or Coordinators or was within their contemplation.

7.3 Without prejudice to Condition 7.1, the Portal Administrator and PDCs' and Coordinators' aggregate maximum liability under and in connection with the Agreement shall not, in respect of any one event or series of connected events, exceed £10,000.

7.4 The Charges are calculated with specific reference to the level of liabilities assumed by the Portal Administrator and PDC and Coordinators' and, accordingly, the Customer agrees that the limitations and exclusions of liability in the Agreement are reasonable.

7.5 This Condition 7 shall survive termination of the Agreement for whatever reason.

8. PROPRIETARY RIGHTS IN THE DATA, DATABASES AND OCS

8.1 Except as expressly provided in the Agreement, the Customer shall acquire no title in, or ownership of or rights in relation to all or any of the Non-Customer Data, the Databases or OCS. Any Intellectual Property Rights in the Non-Customer Data, Databases or OCS shall remain vested in the Portal Administrator and PDCs, Coordinators and/or its licensors, as applicable.

9. INTELLECTUAL PROPERTY RIGHTS CLAIMS

9.1 If any third party shall claim that the Customer's use of the OCS Portal, Non-Customer Data, the Databases or OCS (the "Relevant Rights"), infringes its Intellectual Property Rights, then the Customer shall (before and after termination of the Agreement) after becoming aware of the claim:

- (a) promptly notify the Portal Administrator and the PDC of such claim in writing;
- (b) give the PDC immediate and complete control of such claim, if it shall so require;
- (c) not prejudice the PDC's defence of such claim;
- (d) give the PDC all reasonable assistance with such claim (at the cost of the PDC).

9.2 PDC shall have the right at its option and expense to replace or change all or any part of the Relevant Rights to procure a right for the Customer to use them in order to avoid any infringement or suspected infringement of any third party's Intellectual Property Rights.

10. CONFIDENTIALITY

10.1 During the term of the Agreement and after termination of the Agreement for any reason whatsoever the Customer shall:

- (a) keep the Confidential Information confidential and effect and maintain adequate security measures to safeguard it from access or use by any unauthorised person;
- (b) subject to Conditions 10.2 and 10.3 not disclose the Confidential Information to any other person other than with the Portal Administrator's prior consent in Writing;
- (c) not use the Confidential Information for any purpose other than to the extent necessary to exercise its rights under the Agreement.

10.2 During the term of the Agreement the Customer may disclose the Confidential Information to its employees to the extent that it is reasonably necessary for the purposes of the Agreement, on condition that it shall procure that each such employee is made aware of and complies with all its obligations of confidentiality under the Agreement as if such employee were a party to the Agreement.

10.3 The foregoing obligations shall not apply insofar as is necessary for the proper enforcement of the Customer's rights under the Agreement or to the extent that such disclosure is required by law.

10.4 The obligations contained in this Condition 10 shall not apply to any Confidential Information which:

- (a) comes into the public domain other than through breach of the Agreement by the Customer or any of its employees or any breach of a duty of confidence by a third party; or
- (b) can be shown by the Customer to the reasonable satisfaction of the Portal Administrator to have been known to it before disclosure to it by the Portal Administrator and/or PDC and/or Coordinators, other than in breach of a duty of confidence; or
- (c) subsequently was received from a third party lawfully in possession of that information and whose disclosure of that information was not in breach of a duty of confidence.

10.5 This Condition 10 shall survive termination of the Agreement for whatever reason.

11. DATA PROTECTION

11.1 Each party shall comply with all relevant data protection legislation. The Customer shall obtain any consents, required under such legislation, from its staff, whose personal data are processed by the Portal Administrator, PDC and/or Coordinators in accordance with the Agreement, to such processing. The Customer will advise the Portal Administrator of any changes to such personal data promptly after they occur. Such personal data will be collected, processed and used by the Portal Administrator, PDCs and/or Coordinators for the purpose of registering the Customer and providing access to OCS as described in the Privacy Policy on the Portal.

12. GENERAL

12.1 The Agreement is personal to the Customer, who may not assign, sub-license, or otherwise transfer or delegate the Agreement or any of its rights or obligations under it whether in whole or part without having first obtained the Portal Administrator's prior consent in Writing, which will not be unreasonable withheld. the Portal Administrator is entitled to assign the benefit and/or transfer or delegate the burden of the Agreement to any third party.

12.2 Neither party will be liable for any failure or delay in performing any of its obligations under the Agreement if the failure or delay is caused by circumstances beyond its reasonable control and that party will be entitled to a reasonable extension of time for the performance of those obligations. By way of example only and without limitation, the following will be regarded as causes beyond a party's control: (i) act of God, explosion, flood, storm, fire, accident; (ii) war, threat of war, sabotage, insurrection, civil disturbance, requisition, terrorism or bomb threat; (iii) act, restriction, regulation, bye-law, prohibition or other measure of any kind on the part of any governmental, parliamentary or local authority; (iv) strike, lockout or other industrial action or trade dispute whether involving your or our respective employees; (v) power failure; (vi) network communications failure or interruption.

12.3 All notices required to be given under the Agreement will be in writing and will be sent to the address of the recipient set out on the front page of the Agreement or, for Customers based outside the United Kingdom, such other address in the United Kingdom as the Customer specifies on application or designates by notice given in accordance with provisions of this Condition. Any notice may be delivered personally or by first class prepaid letter or fax transmission and will be deemed to have been served: (i) if by hand, when delivered; (ii) if by first class post, 48 hours after posting; and (iii) if by fax transmission, when dispatched.

12.4 Any variation or waiver of any of the terms of the Agreement will not be binding unless set out in writing, expressed to amend the Agreement and signed by or on behalf of each of the parties.

12.5 If any provision of the Agreement or any part of any provision of the Agreement is held to be illegal, invalid or unenforceable, the remaining provisions or the remainder of the provision concerned will continue in effect.

12.6 Any failure or delay in enforcing compliance with any term of the Agreement will not constitute a waiver of that or any other term of the Agreement.

12.7 The Agreement shall not be construed as creating an agency or partnership or employment relationship between the parties or any other form of legal relationship except that of licensor and licensee and neither of the parties shall have any authority to bind the other in any way.

12.8 A person who is not a party to the Agreement will not be entitled under the Contract (Rights of Third Parties Act) 1999 to enforce any provision of the Agreement, save that PDC and/or any Coordinator shall be entitled to enforce any provision of this Agreement which is expressed to be for the benefit of PDC.

12.9 The Agreement shall be construed under and interpreted in accordance with and governed by English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.