# GENERAL IT CONDITIONS OF EINDHOVEN AIRPORT N.V.

## Article 1 Definitions

In these general conditions, the following terms have the stated meaning:

| | |
|---|---|
| **AODB:** | Airport Operational Database |
| **GDPR**: | General Data Protection Regulation (EU 2016/679) |
| **Common Use:** | The flexible and shared use of airport facilities through shared technology and infrastructure. It provides a platform for airlines, ground handlers and the airport manager to support passenger processes at the airport. |
| **CUPPS:** | Common Use Passenger Processing Systems, in accordance with IATA standard RP 1797. |
| **CUSS:** | Common Use Self Service, in accordance with IATA standard RP 1706c, being multi-service and/or self-service kiosks for self-service by passengers. |
| **CUWS:** | Common Use Web Services, in accordance with IATA standard RP 1741. |
| **DCS:** | Departure Control System (DCS), an IT system used by the User(s) for the handling of flights and passengers at the Aarport. |
| **EANV**: | The public limited company Eindhoven Airport N.V., the operator and manager of the civil part of Eindhoven military airport. |
| **FlightAPI:** | The *Application Programming Interface* of EANV for the automated exchange of flight information with external systems. |
| **User(s)**: | The user(s) of the Airport – which at least includes airlines and General Aviation and Business Aviation (GA/BA) operators – their staff and auxiliary persons who use IT resources, including third parties (such as ground handlers) who are involved in performing their service(s)/business activities at the airport on behalf of or on the instructions and under the responsibility of the User. |
| **IATA:** | International Air Transport Association, an organisation that supports the airline industry by promoting and developing international standards in relation to safety, security, efficiency and sustainability. |
| **IT resources**: | All IT hardware and software (including Common Use), all in the broadest sense, which EANV provides for use by airport Users. |
| **Airport**: | The civil part for the commercial civil air traffic of the Eindhoven military airport. |

**PPS:**                               Passenger Processing System, an IT system or collection of IT systems of the User(s) for passenger processes at the airport, including a Departure Control System (DCS), an IT system that the User(s) use(s) for passenger handling.

As far as possible, the other terms in these general conditions have the meaning as ascribed to them in the GDPR, the Aviation Act [*Wet luchtvaart*], the Rates and Conditions (Other Airports) Decree [*Besluit tarieven en voorwaarden van overige luchthavens*] and other documents, conditions and regulations of EANV.

**Article 2 Purpose clause**

2.1 With these conditions, EANV, as the airport manager, aims to guarantee and promote sound, efficient and high-quality operations and handling at the airport.

2.2 For the purpose of sound, efficient and high-quality operations and handling at the Airport, EANV provides self-service kiosks for use by Airport Users, for the benefit of their passengers, who can use them to purchase services, including but not limited to check-in and printing of boarding passes.

2.3 As the airport manager, EANV has access to IT resources, including a Common Use platform, with the aim of enabling flexible and shared use of airport facilities through shared technology and infrastructure.

2.4 Common Use offers both EANV and the Users (and their contracted ground handlers) the means to support and/or improve passenger processes at the airport.

2.5 For sound, efficient and high-quality operations and handling at the airport, it is essential that the various passenger handling systems available in the airline industry, which form part of PPS, can be connected to the above Common Use platform, so every airport User can use the IT resources.

2.6 As the airport manager, EANV has access to IT resources, including an AODB named "SkyGuide".

2.7 For sound, efficient and high-quality operations and handling at the Airport, it is essential that flights are properly recorded in the AODB.

2.8 In view of the above and the basic principles of the GDPR, Aviation Act and the Rates and Conditions (Other Airports) Decree, EANV imposes one and the same set of conditions and rules for the use of IT resources on all Airport Users under these general conditions.

**Article 3 Applicability of the general IT conditions**

3.1 These conditions apply to every use of IT resources, whether or not this is based on a written or other agreement between EANV and the User regarding the User's use of IT resources. By simply using IT resources, in any way, the User accepts the applicability of these conditions.

3.2 The applicability of any other conditions, general or otherwise, that the User may use or refer to in any way is hereby expressly rejected.

3.3 Any stipulations varying from these conditions must be expressly agreed in writing. No rights can be derived from any such varying stipulations for subsequent legal relationships.

3.4 These conditions apply in addition to the following applicable general conditions:

   a. Airport Regulations of Eindhoven Airport
   b. Eindhoven Airport General Use Conditions

**Article 4 Use of IT resources**

4.1 EANV will do its utmost to carefully make the IT resources available. All EANV's services are based solely on a best-efforts obligation.

4.2 EANV may always give instructions to the User regarding the use of the IT resources. The User must comply promptly with the relevant instructions.

4.3 If EANV deems it necessary, it may, after giving prior notice to the User, make changes to IT resources and/or fully or partially terminate their provision without being liable to pay compensation to the User in any way.

4.4 The User is not allowed to permanently or semi-permanently install hardware, software or other items on IT resources provided by EANV, including related furniture, walls and floors, unless EANV has given its express written permission.

4.5 The User is deemed to carefully handle the resources provided by EANV, both physical and digital.

4.6 The User will ensure that the resources provided by EANV are used by qualified and trained personnel only.

4.7 Any consumer items, such as printing paper, will be stored and replenished by the User itself. Separate agreements will be made on the purchase of these consumer items.

4.8 The User is deemed to report any defects, poor performance or other particulars regarding the IT resources to EANV immediately, in line with agreed reporting procedures and insofar as they cannot be remedied by the User itself.

4.9 All intellectual property rights (including database rights) that exist or arise because of the IT resources developed by or on behalf of EANV and made available to the User vest exclusively in EANV, its licensors or its suppliers. EANV grants the User a non-exclusive, non-transferable, non-pledgable and non-sublicensable license to use the IT resources.

4.10 The User may not remove or change, or have a third party remove or change, any reference(s) to the confidential nature of, or the actual or potential intellectual property rights to, the IT resources.

4.11 The User warrants that no third-party rights preclude providing any materials to EANV that are subject to intellectual property rights, such as software and data files, for the purpose of use, maintenance, processing, installation or integration. The User indemnifies EANV against any third-party claim based on the allegation that such provision, use, maintenance, processing, installation or integration infringes any right of that third party.

**Article 5 Airline applications**

5.1 The User must ensure that its PPS is supported by and connected to the IT resources by complying with the following IATA standards:

- CUPPS standard (minimum version 1.3);
- CUSS standard (minimum version 1.3);
- CUWS standard (minimum version 1).

5.2 If the above standards are not met, the User must, at its own expense and risk and under its own responsibility, arrange for functionally equivalent support, in consultation and with the approval of EANV.

5.3 The User must, at its own expense and risk and under its own responsibility, arrange the connection and guarantee the continuity between its PPS and the IT resources, in consultation and with the approval of EANV.

5.4 The User must give EANV access to the web services (CUWS or functionally equivalent) of the PPS.

5.5 The User must give EANV access to its PPS test environment for the purpose of testing and validating connections and integrations with the PPS.

5.6 The User must make a CUSS application available to EANV so that the User's passengers can use the CUSS kiosks at the Airport.

5.7 The User must ensure that its PPS sends at least one Baggage Source Message (BSM) to the Airport's baggage sorting system for each checked-in baggage item, in accordance with the definition, specifications and conditions as described in IATA Recommended Practice 1745, for the purpose of correctly processing baggage items at the Airport.

**Article 6 Airport Operational Database**

6.1 EANV will grant the User access to its AODB to allow the User to enter and consult flight information relevant to the User.

6.2 EANV will grant such access through personal as well as general user accounts.

6.3 The User must handle personal user accounts strictly personal.

6.4 The User must timely inform EANV of any personnel changes so that personal user accounts can be created and locked in time.

6.5 If desired, EANV will grant the User access to its FlightAPI in order for flight information to be exchanged automatically.

**Article 7 Data supply**

7.1 The User will supply all data (including fleet and flight data) in a digital format that can be processed automatically. The format and manner of supply must be pre-approved by EANV. The User will ask the prior permission of EANV in case of any changes to the aforesaid format. The parties will agree on a reasonable transition period in joint consultation.

**Article 8 Data protection**

8.1 If and insofar as personal data are processed when the IT resources are used to perform the User's service(s)/business activities at the airport ('Personal Data'), the User will be regarded as the Controller and EANV as the Processor of the Personal Data, and they undertake to comply with their obligations under the GDPR.

8.2 The Processor undertakes to process the Personal Data on the Controller's instructions in accordance with these conditions. Personal Data will be processed only for the purpose of the services that EANV performs using the IT resources for the User's service(s)/business activities at the airport, as well as those purposes that are reasonably related to this or are determined with further consent. These purposes at least include anonymising the Personal Data and EANV using those anonymised data for sound, efficient and high-quality operations and handling at the airport. EANV undertakes:

a. to process the Personal Data solely on the instructions and under the responsibility of the User, including with regard to transferring Personal Data to a third country or an international organisation, on the understanding that the contents of these conditions include the User's instructions for processing the Personal Data. If and insofar as EANV, in deviation from the User's lawful instruction(s), determines the purposes and means for processing the Personal Data for IT resources, EANV will be fully or partially regarded as the Controller for the deviating use of the Personal Data;

b. to ensure that its staff and those of its auxiliary persons (referred to below as 'Subprocessors) who are authorised to process the Personal Data undertake in writing to respect the confidentiality of the Personal Data;

c. taking into account the state of the art, the costs of implementation, as well as the nature, extent, context and processing purposes, and the risks to the rights and freedoms of natural persons, which vary in terms of their likelihood and seriousness, to adopt appropriate technical and organisational measures to ensure a level of security tailored to the risk;

d. insofar as possible and taking into account the nature of the processing concerned, to assist the User, by means of appropriate technical and organisational measures, in fulfilling its obligation to respond to requests from data subjects to exercise their rights as provided for in the GDPR;

e. taking into account the nature of the processing concerned and the information available to EANV, to assist the User in complying with its notification obligations provided for in the GDPR, which for EANV means that if an actual or probable Breach in connection with Personal Data occurs ('Breach'), the User will be informed immediately after EANV becomes aware of the actual or probable Breach. If a Breach occurs, EANV must take all possible and reasonable measures to remedy the Breach, limit its consequences and prevent further Breaches as soon as possible. The User decides whether the Breach must be reported to the supervisory authority and/or the Data Subject(s). This provision does not prevent EANV – after notifying the User – from making a report to the supervisory authority and/or Data Subject(s) if it is obliged to do so as an independent Controller;

f. after a prior request in due time from the User and taking into account the nature of the processing concerned and the information available to EANV, to provide the User with all

reasonable assistance during data protection impact assessments and consultations of the supervisory authority, where applicable. The User must pay the costs of such assistance by EANV;

g.  insofar as possible, at the User's discretion and unless a law, a regulation or a judicial or administrative authority requires the retention of these Personal Data, to delete all Personal Data or return them at the end of their use or of the retention period and to destroy all existing copies, except the back-up copies and the Personal Data registered in the logs, which will be retained until the expiry date of these back-up and log files in accordance with EANV's policies;

h.  to provide the User or its authorised auditor with all necessary cooperation in audits concerning the fulfilment of the obligations laid down in this Article 6, unless EANV has demonstrated in writing that it complies with the arrangements made. The User may conduct one (1) such audit per year, unless EANV fails seriously in the fulfilment of its obligations, in which case the User may request an additional audit. If it wishes to conduct an audit, the User must notify EANV by registered letter with acknowledgement of receipt at least six (6) weeks before the scheduled audit date and include a detailed audit plan in this notification. The audit must be conducted such that it does not hinder the business operations of EANV and the activities of third parties at the airport. The costs of an audit are payable by the User;

i.  to inform the User immediately if it believes that an instruction from the User contravenes the GDPR.

8.3 Notwithstanding the provisions of Article 82 GDPR, the User, as the Controller, is fully responsible and liable for the processing of the Personal Data. The User warrants that the processing of the Personal Data and their contents is not unlawful and does not infringe any third-party right. The User indemnifies EANV against any legal action by a third party, for whatever reason, in connection with the processing of the Personal Data or performance of the service(s)/business activities of the User at the Airport.

8.4 The User hereby grants general written consent for EANV to hire Subprocessors. Article 28(2) and (4) GDPR remain fully in force if Subprocessors are hired.

**Article 9 Final Provisions**

9.1 If there is any inconsistency between the Dutch text of these general conditions and its English translation, the Dutch text will prevail.

9.2 Only Dutch law applies to the legal relationship between EANV and the User. Disputes may be submitted in the Netherlands only to the competent court in the judicial district of East Brabant, unless EANV chooses to submit a dispute to another competent court under the law.

9.3 Claims against EANV lapse after one year, unless legal action has been instituted beforehand.

9.4 EANV may always amend these general conditions. These amendments will not enter into force before their announced commencement date.

Eindhoven, 11 September 2020