

### 1 Purpose of the Schiphol Data Protocol

This data protocol (“**Schiphol Data Protocol**”) is agreed between Schiphol Nederland B.V. (“**Schiphol**”) and all adhering airlines and other adhering airport users (together referred to as “**Airport Users**”), to facilitate the exchange of data in order to optimize airport operations (“**Purpose**”).

For the avoidance of doubt, this Schiphol Data Protocol has a voluntary character and is not part of the general terms and conditions of Schiphol which are based on the Aviation Act. In case of discrepancies between this Schiphol Data Protocol and the general terms and conditions, the general terms and conditions shall prevail.

This Schiphol Data Protocol should provide a clear and transparent framework for initiatives regarding the exchange of operational airport data which is available to all Airport Users under the same conditions. This Schiphol Data Protocol describes the digital ambitions of Schiphol and Airport Users (paragraph 2), and the scope of the data which may be exchanged to achieve these ambitions (paragraph 3). This Schiphol Data Protocol also describes the governance process for new initiatives regarding the exchange of data between Schiphol and Airport Users (paragraph 4), provisions on the use of data (paragraph 5) as well as confidentiality and data retention (paragraph 6). The Schiphol Data Protocol provides for compliance with privacy, competition and intellectual property laws (paragraphs 7, 8 and 9). The final paragraphs of the Schiphol Data Protocol describe the Protocol Maintenance & Contacts (paragraph 10) and the terms of Adherence & Termination (paragraph 11).

### 2 Digital ambitions of Schiphol and Airport Users

Schiphol has the ambition to create an excellent visit value for both passengers and Airport Users. Therefore, Schiphol aims to improve efficiency and productivity of operational processes.

This Schiphol Data Protocol should enable Schiphol to improve the visit value of passengers:

- Provide an optimal travel experience;
- Provide a seamless travel process at the airport.

This Schiphol Data Protocol should enable Schiphol to improve the visit value of Airport Users:

- Optimise traffic flows of passengers, baggage, and cargo;
- Ensure on-time departure for every flight, with every passenger & bag on board, and cargo;

Ensure seamless logistics processes for flights, passengers, baggage, and cargo.

This Schiphol Data Protocol should facilitate the digital ambitions of Airport Users by enabling these parties to offer an excellent customer journey for passengers and achieve operational excellence.

This Schiphol Data Protocol should enable Airport Users to:

- Personalise communications with passengers and employees;
- Optimise traffic flows of passengers, baggage, and cargo;
- Ensure on-time departure for every flight, with every passenger & bag on board, and cargo;
- Ensure seamless logistics processes for flights, passengers, baggage, and cargo.

### 3 Scope

The scope of this Schiphol Data Protocol is limited to the exchange of data between Schiphol and Airport Users which facilitates the digital optimization of airport operations (i.e. the Purpose of this Data Protocol). Parties to this Schiphol Data Protocol will only exchange data insofar permitted by company regulations and (international) legislation on *inter alia* competition law and data protection.

### 4 Governance process

An Airport User can submit a proposal for a new exchange of data (a “**Data Exchange Proposal**”) to Schiphol, or Schiphol can submit a Data Exchange Proposal to an Airport User

A Data Exchange Proposal is jointly reviewed by Schiphol and the Airport User. If the outcome of the initial review is positive, Schiphol and the Airport User will try to reach agreement on the scope and details of the data exchange.

The review procedure should result in a clear description of the content and intended use of the data, the retention period and to whom the data will be provided, in the format provided for in Annex 3 (a “**Managed Dataset**”).

Schiphol and the Airport User will use the Managed Dataset to implement the exchange of data and keep a record of their cooperation.

### 5 Use and quality of data

Data will only be shared under the Schiphol Data Protocol in a safe and secure environment. Schiphol and adhering Airport Users will take appropriate technical and operational security measures.

Schiphol will make data available for Airport Users at the Application Programming Interface (API) platform of Schiphol. Airport Users must register as API User in order to obtain access to data, under the terms & conditions applicable to the API Platform. The process is described in Annex 2. Schiphol and Airport Users may also agree to exchange data on different platforms.

Airport Users will make data available for Schiphol only via the agreed platform. Only Schiphol may use Data shared by Airport User and only for the activities described in the Managed Dataset.

All data shared under this Data protocol, is provided "as is" in the cooperation between Schiphol and Airport Users. Parties do not apply warranty as to the accuracy or completeness of the data. Parties use and/or rely on the data at their own risk. Parties shall jointly actively maintain a record of processing activities under their cooperation. That record shall contain at least a description of the Managed Datasets, as well as a general description of the applicable technical and organisational security measures.

### 6 Confidentiality and data retention

All information regarding the cooperation under this Data Protocol (i.e. projects, plans, businesses, activities, products, services, etc.) as well as data exchanged, shall be considered as confidential information. Schiphol and Airport Users will not disclose any confidential information except to their

employees and professional advisors who need to know it and who have agreed in writing to keep it confidential.

All the data exchanged under the Schiphol Data Protocol shall only be used and kept for the activities described in the Managed Dataset (or otherwise the duration of the adherence of an Airport User to the Schiphol Data Protocol). At any time on receipt of a written request from the Airport User, Schiphol shall immediately return all data (howsoever stored and whether in writing or any other means of storage) to Airport User and shall permanently destroy any copies thereof directly and/or indirectly in possession of Schiphol. Schiphol shall confirm in writing these acts to the Airport User. The adhering Airport User has the same obligations towards Schiphol.

## 7 Data Protection law

Schiphol and Airport Users will at all times respect Data Protection laws, and undertake any additional measures to comply with their obligations. Schiphol and Airport Users will enter into a data processor agreement if this is deemed necessary.

## 8 Competition law

To avoid any breach of competition law, parties will not share (directly or indirectly) any confidential information that can be considered commercially sensitive (including (but not limited to) customers, prices, strategies, plans) and which may influence their independent commercial conduct.

## 9 Intellectual Property Rights

All intellectual property rights of the data exchanged under this Schiphol Data Protocol shall remain the property of the party that is providing the data. For the avoidance of doubt, the party that is receiving the data shall not acquire any right in that respect.

## 10 Protocol Maintenance & Contacts

Schiphol will appoint an Account Manager Digital as point of contact for Airport Users regarding the cooperation under this Schiphol Data Protocol.

Each adhering Airport User will appoint a representative for the cooperation under this Schiphol Data Protocol.

The Account Manager Digital will chair a working group with representatives of Airport Users (the “**Schiphol Data Protocol Group**”). All changes to the Schiphol Data Protocol will be subject to discussion in the joint Schiphol Data Protocol Group.

## 11 Adherence & termination

Airport Users can adhere to this Data protocol by signing the Adherence Declaration (Annex 1), which should be submitted to the Account Manager Digital of Schiphol (as chair of the Schiphol Data Protocol Group).

The Adherence to the Schiphol Data Protocol is unlimited in time.

## Schiphol Data Protocol

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An Airport User may terminate its adherence to this Schiphol Data Protocol for any reason with a 2 months' notice to the chair of the Schiphol Data Protocol Group. However, the confidentiality obligations shall survive any termination of the adherence to the Schiphol Data Protocol. On the termination of this Schiphol Data Protocol, Schiphol and the Airport User shall upon written request:

- return the data / information and any other property and documents, including confidential Information, which was obtained in the context of the exchange of data,
- destroy all copies it made of data / information and any other property and documents, including confidential information, which was obtained in the context of the exchange of data, and
- if requested, deliver a certificate confirming the compliance with the return or destruction obligation under this section.

ON BEHALF OF SCHIPHOL NEDERLAND B.V.

Signed by Jos Nijhuis (CEO) on 2018

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Signed by Birgit Otto (COO) on 2018

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## **Annex 2 Procedure for the use of data at the API platform**

*Access to existing Schiphol data can be completed via the existing [developer.schiphol.nl](http://developer.schiphol.nl) portal or via Schiphol's website [Schiphol.nl/developercenter](http://Schiphol.nl/developercenter). This process is online and self-explanatory:*

Step 1 – go to the website and register and accept the general terms and conditions (first level is free, second and third level are called upgrades and require review)

Step 2 – request an upgrade or an additional service based on information given, such as intent of use, and accept the BETA conditions (if this applies) for use of a the service

Step 3 – the request will be evaluated (per request possible additional information will be needed such as data processing agreements)

Step 4 – the request will be approved or denied with given reasons (in the case of the last option the process stops)

Step 5 – the upgrade request will be executed

Step 6 – the connection with an upgraded plan is made available as requested

Step 7 – start using the service

Each Airport User will inform Schiphol about their own process to provide access to their data.

**Annex 3 – Managed Dataset template example (excel)**

| Data                                 | Flight number  | Boarding pass scan time & day stamp                  | Boarding pass sequence number   |
|--------------------------------------|--|--|---|
| Description                          | The actual alpha numeric flight number of the particular airline | A string of hour, minutes, seconds, day, month, year | This number is delivered by the airline and is specific to a customer |
| Comment                              | Standard number  | As defined by system                                 | Requires contract per airline - 'bewerkersovereenkomst'               |
| To whom is the data made available   | To the public  | To the sector  | To the sector   |
| Who can get the data                 | To the public or whoever wants the data                          | Sector   | Sector  |
| Who delivers the data                | Schiphol via API (and more)                                      | Schiphol via API (and more)                          | Airline to Schiphol via boarding pass. Schiphol to airline via API    |
| Storage time of data                 | Permanent  | Permanent  | 48 hours at Schiphol. Airline stores this info longer                 |
| Available to Share                   | Yes  | Yes, sector only                                     | NO  |
| Available to Distribute (by parties) | With explained intent of use within our policy                   | Distribution is NOT allowed                          | Only to specific airlines/ airlines data                              |
| Available to Publish                 | Yes  | No   | NO  |
| Aggregate                            | 1 month  | For purpose to help the passenger only               | NO  |
| Disseminate                          | Yes  | Yes  | NO  |
| Analyse                              | Yes  | Yes  | NO  |
| Report                               | Yes  | Yes  | NO  |
| Validated by Legal                   | Yes  | Yes  | Yes   |
| Under what law                       | Privacy  | Privacy  | Privacy, only available by filling in 'bewerkersovereenkomst'         |