

Supply Agreement

between

AIR NAVIGATION SOLUTIONS LTD.

a company (Registration number: 0916911) organized and existing under the laws of the United Kingdom, with registered office at The Beehive, Beehive Ring Road, Crawley, West Sussex, RH6 0PA ("**ANSL**")

and

DATABEACON

a company (Registration number: B-88378773) incorporated under the laws of Spain with a registered address at Calle Genova 11, 2D, 28004 Madrid, Spain, ("**DataBeacon**")

- hereinafter jointly referred to as the "Parties" –

Regarding

The delivery of SimpliFID to Highlands and Islands Airport Ltd



1. APPLICATION

- 1.1 Subject of these General Terms and Conditions is the development and commercialization ("**Services**") of the Flight Information Display demonstrator solution known as "SimpliFID" (the "**Product**") (together referred to as the "**Deliverables**") between the Parties ("**Terms & Conditions**").
- 1.2 The Deliverables will be purchased by Highlands and Islands Airport ("**Customer**") under an agreement with ANSL ("**Prime Contract**"). The Parties recognize and agrees that the provision of the Products and Services is ultimately to support the delivery of the Prime Contract.
- 1.3 These Terms & Conditions will take effect immediately when it is signed, or the date of the last signature if the parties signed on different dates ("**Commencement Date**").
- 1.4 Where the context so permits, words importing the singular shall be deemed to include the plural and vice versa and words importing the masculine shall be deemed to include the feminine and vice versa.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. PURCHASE ORDER

- 2.1 Where a Purchase Order is issued by ANSL, DataBeacon shall using the same or a similar means of communication, acknowledge receipt of the Purchase Order to ANSL in a form which either:
 - a. shall send ANSL a written confirmation of the Purchase Order that accepts the Purchase Order and does not impose any other terms and conditions; or
 - b. rejects the Purchase Order.
- 2.2 A Purchase Order shall only be deemed to be accepted unconditionally once receipt of the acknowledgement has been fulfilled, at which point the Purchase Order shall, in combination with these Terms & Conditions, form the contract ("**Contract**").
- 2.3 Each Purchase Order shall constitute a separate and severable agreement made between the Parties with respect to the supply of the Deliverables described in it, which shall automatically incorporate terms of this Contract.

3. DUTY, PERFORMANCE AND QUALITY

- 3.1 The Parties shall perform any contractual obligation under these Terms & Conditions:
 - a. with all reasonable standards of skill, care and diligence;
 - b. in accordance with all applicable laws, statutes, regulations and codes from time to time in force ("**Laws**"); and
 - c. in accordance with any standards or requirements set out in the Purchase Order.
- 3.2 The Parties shall:
 - a. ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract in respect of the provisions of the Deliverables;
 - b. keep or cause to be kept, full and accurate records relating to the supply of the Deliverables (including records relating to performance against any service levels, information technology and network system validation, personnel, the Contract Price / charges, security incidents and other incidents and problems)



and the discharge of its obligations under this Contract ("Records") and retain and procure the retention of all the Records for the longer of:

- i. the period of time required by applicable law; and
- ii. six (6) years following the termination or expiry of this Contract.
- c. provide each Party with such reports and/or access to books, records, information and data under the control or possession which relate to the Services as one Party may request from time-to-time;
- d. comply with the policies and standards set out in the Contract.

3.3 The Parties shall:

- a. co-operate in all matters relating to the Service and supply of the Deliverables;
- b. be responsible for ensuring all premises and equipment used for the performance of the Services and supply of the Product shall be in good working order, suitable for the purpose for which it is used for and conform compliant to the relevant regulatory standards and Applicable Laws;
- c. promptly comply with reasonable requests by the other Party for information, expertise and input, including information concerning operations and activities, as may be necessary for the Parties to perform the Services and supply the Product; and
- d. where necessary, facilitate the delivery of the Deliverables by providing security and access to their premises, availability of all rooms and furnishings necessary to support the Contract.

3.4 The Parties shall ensure that it has:

- a. made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;
- b. satisfied itself as to:
 - i. all details relating to the nature of the Customer's systems, the relevant regulations, and the requirements specified by the Customer in their tender documentations ("**Customer Requirements**");
 - ii. the suitability and operability of the Deliverables for the Customer Requirements;
 - iii. all relevant laws;
 - iv. the operating processes, procedures and working methods of the Customer;
 - v. any relevant existing contracts e.g., licenses, support, maintenance and other agreements;
- c. raised all relevant due diligence questions before the Commencement Date;
- d. entered into this Contract in reliance on its own due diligence.

3.5 The Parties shall survey the Customer's premises before the start of installation tasks, and will advise of the extent of work required and preparatory activities required on each site. If a Party fails to conduct the premises survey or notification of any required work or preparatory activities, then that Party shall not be entitled to recover any additional costs or charges related to any unsuitable aspects of any site.

4. PRICES, INVOICES AND PAYMENT

4.1 The prices given in Purchase Orders shall be deemed as agreed and shall be exclusive of any value added tax or duties otherwise payable but inclusive of carriage, packing and



return/disposal of packing, unless otherwise agreed in writing. The final invoice shall be marked as a final invoice.

- 4.2 Payment shall be affected in net terms within 30 days of receipt (receipt stamp) of all documents substantiating payment, unless otherwise specified. Each invoice shall be submitted to the appropriate contact according to the Purchase Order and shall be made in pounds sterling (GBP).
- 4.3 Upon receipt of the relevant Acceptance Certificate following successful testing and completion of the relevant Critical Project Milestone, DataBeacon shall be entitled to issue ANSL with a valid invoice for the amount due for completion of the relevant Critical Project Milestone (as set out in Annex C). Payment of any valid invoices submitted by DataBeacon shall be subject to ANSL receiving the corresponding and full payment from the Customer for that same Critical Project Milestone.
- 4.4 The Parties agree to operate on an “open book” policy under this Contract. The Parties shall have the right to audit and inspect the other Party’s full and accurate books, records and accounts by giving the ten (10) working days prior written notice. This clause shall not affect the Charges and Payment in Annex C.

5. DEFAULTS AND DELAYS

- 5.1 If the Parties fail to meet a Critical Milestone Date due to DataBeacon’s negligent actions, willful misconduct, or failure to fulfill its contractual obligations as outlined in the scope of work, and further fails to achieve the relevant Critical Milestone within ninety (90) days following notification of such failure to meet the Critical Milestone Date by the Customer, then ANSL may (without prejudice to any other rights and remedies available to ANSL):
 - a. Require DataBeacon to arrange such additional resources as required to fulfill its obligations and achieve the relevant Critical Milestone as quickly as possible thereafter, at no additional charge;
 - b. refuse to accept any subsequent performance of the Services which the DataBeacon attempts to make; and/or
 - c. reclaim any additional charges levied to ANSL by the Customer for any loss and additional cost incurred in procuring a substitute solution.
- 5.2 The Parties failing, due to their fault, to deliver Operational Acceptance within 30 days of the Operational Acceptance Date shall be deemed to be a material breach which must be rectified within a further 30 days before being considered incapable of remedy under Clause 13.2.
- 5.3 If the Parties fail, as a result of its default, to pass the Site Acceptance Tests by the 31st day of March following the Critical Milestone for Site Acceptance set out in Annex D, the Contract may be terminated without any liability to defaulting Party, and retain any unpaid fees in respect of any Critical Project Milestones that has not been achieved.
- 5.4 The remedies available in clause 5.1 – 5.3 shall only be available in circumstances where such delay is not as a result of the Customer failing to fulfill their obligations under this Contract.
- 5.5 If each System or any component thereof or any Deliverable:
 - a. does not conform to any warranty set out in Clause 9; or
 - b. otherwise fails or defaults (including where such failure or default is identified by the CAA)

during the six-month period following the Operational Acceptance (“**Defects Liability Period**”) or the Warranty Period, the Parties shall promptly remedy, at its expense and at the Customer’s option, each System, component or Deliverable (as applicable).



6. ACCEPTANCE

- 6.1 Any DataBeacon deliverable by ANSL shall only be accepted following receipt of the corresponding Acceptance Certificate from the Customer in the Prime Contract.
- 6.2 The Parties shall ensure that each Deliverable is delivered to the Customer on time, and that it successfully completes the relevant Acceptance Tests (including FAT and SAT) by the applicable Critical Milestone Date(s) set out in the Annex D.
- 6.3 The Parties shall conduct all Acceptance Tests (and where applicable, any repeat Acceptance Tests) for a Deliverable in accordance with the Acceptance Test procedures set out in the Parties' Master Test Plan document and on the dates set out in the Programme.
- 6.4 An Acceptance Test will not be deemed to have been successfully completed unless and until the Parties are able to demonstrate to the Customer through fully transparent, auditable and documented evidence that each System and/or the relevant Deliverable (as applicable) meets the relevant Acceptance Criteria. Where the Customer agrees that an Acceptance Test has been successfully completed, the Supplier shall issue a duly signed Acceptance Certificate which HIAL shall approve within (5) Working Days of receipt from the Supplier, confirming acceptance of the relevant Deliverable or Critical Project Milestone (as applicable).
- 6.5 The Parties acknowledges and agrees that the issuance of any Acceptance Certificate and/or the payment of any Critical Project Milestone payment shall not relieve the Parties from any obligations to ensure each Deliverable meets any regulation and Customer Requirements.
- 6.6 If there is a defect in quality of the Services, the Customer may reject the Services delivered. In such instances, the Parties will re-perform the Services except to the extent that any such failure is a result of the Customer failing to fulfill their obligations.

7. RESPONSIBILITIES OF THE PARTIES

- 7.1 Each Party warrants, represents and undertakes that:
 - a. it has full capacity and authority to enter into and to perform this Contract;
 - b. this Contract is executed by a duly authorize representative of that Party;
 - c. it will obtain and maintain all consents, approvals, licenses and permissions required and provide evidence upon request;
 - d. it has all rights required in order to provide the Services and that materials used are free from encumbrances;
 - e. any disruption to the Customer or its operations are minimized;
 - f. they co-operate with the other Party and the Customer in all matters relating to the Contract;
 - g. it will manage the closure or termination of the Contract and any end-of-life Deliverables;
 - h. their respective employees, staff and personnel are:
 - i. appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence
 - ii. vetted in accordance with Good Industry Practice;
 - iii. comply with all reasonable requirements by the Customer;
 - iv. replaced (temporarily or permanently, as appropriate) as soon as practicable if they have been removed or are unavailable for any reason whatsoever; and



- v. to vacate the Customer's premises immediately upon the termination or expiry of this Contract;
- i. there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Contracts; and
- j. they shall be solely responsible for fulfilling and complying with their respective tax obligations as imposed by applicable laws, regulations, and authorities ("**Tax Liabilities**"). This includes, but is not limited to:
 - i. correctly accounting for or to paying any VAT relating to payments made under this Contract;
 - ii. being solely responsible for all import VAT, export VAT and customs duties that may be levied or which arises as a result of the supply of any goods to the Customer; and
 - iii. pay all their taxes and other outgoings or expenses payable in consequence of the Contract in relation to any tax or employer's tax contributions or expenses payable;
- k. as at the date of this Contract, all statements and representations made by the Parties are to the best of its knowledge, information and belief, true and accurate and that it will advise the other of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading.

7.2 The Parties shall jointly:

- a. design, deliver and provide the Product in accordance with the Critical Milestone Schedule, relevant regulations, Customer Requirements, and the terms and conditions of this Contract; and
- b. perform the Services timeously and in such a manner as to procure the satisfaction of the Customer.

7.3 The specific purchased Services and Deliverables and obligations for each Party are as specified in Annex B ("**Scope of Work**").

7.4 The Parties will deliver the Product, together with the benefit of all warranties provided by third parties, to the Customer in a timely manner and ensure that all Critical Project Milestones are achieved by their respective Critical Milestone Dates.

7.5 The Parties shall deliver all user, installation, technical product and ongoing operational and maintenance and support manuals, Safety Case information, details regarding the sourcing of spare parts and any replacement and/or refresh requirements, and other documentation, tools, instructions and information in connection with the Deliverables ("**Documentation**") to the Customer shall ensure that such Documentation provides adequate information and instruction to enable the Customer to operate, maintain and support the Deliverables as required. All Intellectual Property Rights in the Documentation shall vest in and be owned by the Customer immediately on their creation, to the extent that the Documentation is bespoke to the Deliverables.

7.6 The Parties shall:

- a. promptly provide all information necessary or desirable to permit the Customer to validate the Safety Case, and provide all necessary support to enable the necessary Regulatory Approvals;
- b. provide all necessary software to ensure that the System is fully operational and



complies with all of the Customer Requirements;

- c. procure relevant manufacturers' and consultants' warranties on behalf of the Customer in respect of all third party products (including Third Party Equipment) and/or services incorporated into or utilized with respect to the Product;
- d. ensure that all Services and Products are free from defects in design, materials and workmanship, and conform to relevant regulations, applicable laws and the Customer Requirements;
- e. not alter, amend, remove or add any features, attachments, functions or devices to the Product without prior written agreement between the Parties and the Customer;
- f. ensure that the Product and its components (including all Software incorporated in it) is up to date;
- g. carry out all Services required in connection with the successful implementation and operation of each System in accordance with the Customer Requirements and the relevant Critical Milestone Dates; and
- h. if required, supply any and all patches, updates, new releases or similar applications issued by the relevant manufacturer or licensor in respect of any component of the Product (including any Software component) to the Customer as soon as reasonably practicable following the issuance of such.

7.7 The Parties shall be responsible for:

- a. any loss or damage on the Customer's premises resulting from the acts or omissions of the Parties and any associated costs of repair;
- b. their respective employees, staff and personnel whilst at the Customer's premises;
- c. meeting the requirements of any security passes issued by the Customer;
- d. ensuring that their respective employees, staff and personnel who attend the Customer's premises comply with all access requirements and instructions notified by the Customer.

7.8 The Scope of Work shall be inclusive of training and assistance which shall be delivered to the Customer as part of this contract. Any additional training and assistance required by the Customer beyond what is agreed in the Scope of Work to enable a reasonably competent user to operate, maintain, support, update, reconfigure, repair and/or fix (as applicable) the Product, on a time and materials basis.

8. LIABILITY

8.1 The Parties hereby agrees to indemnify and hold harmless the other Party and its respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments brought by any person, corporation, governmental entity or other entity not a Party to this Contract, whether arising from injury or death to persons (collectively "**Third Party Claims**"), and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims are caused by (i) any defect in the design, workmanship or material of any Services, (ii) any negligence (whether active or passive) or willful misconduct of the Party or its directors, officers, agents, or employees, and/or (iii) any failure by the Party to fulfil their obligations under their respective Tax Liabilities; except to the extent caused by the negligence of other Party, its employees, agents or other independent contractors.

8.2 Except for IPRs Claims, Tax Liabilities and any act of negligence, recklessness or willful



misconduct, neither Party shall be liable for any special, incidental, indirect or consequential damages whatsoever (collectively hereinafter referred to as “indirect damages”) (including, without limitation, damages for loss of profits, and or business interruption, business or operating loss, reputation, loss of clients or opportunity, loss of margin, loss of use, loss of contracts or agreements, loss of or damage to goodwill etc.), arising out of or in connection with this Contract, even if the possibility of such damages has been disclosed by the Customer in advance or could have been reasonably foreseen by the Parties.

8.3 Subject to the limitations stated in this Clause, the Parties agree to be liable to the other for direct damages actually and reasonably incurred and demonstrated in writing by the damaged Party under this Contract as follows:

- a. The Parties shall be liable hereunder for direct damages only to the extent caused by their failure to deliver, or late delivery of, or any defect or other nonconformance contained in Services sold under this Contract.
- b. The Parties’ aggregate liability in respect of loss of or damage to the Customer’s premises or other physical property or physical assets (including technical infrastructure, assets or equipment but excluding any loss or damage to Customer Data or any other data) that is caused by defaults of the Parties shall for all defaults occurring in a Contract Year in no event exceed £1 million for all such defaults occurring in that Contract Year (subject to indexation).
- c. The Parties’ liability for all other direct damages and the indemnity under Annex E shall in no event exceed 150% of the Contract Value.
- d. The Parties shall use commercially reasonable efforts to mitigate any and all such direct damages.
- e. The Parties shall not be liable for any direct damages to the extent caused by an Excusable Delay as defined in Clause 21 “Force Majeure” of this Contract.
- f. Any dispute between the Parties regarding the recoverability of, or the amount of recoverable, direct damages under this Clause shall be resolved in accordance with Clause 18.1.

8.4 Nothing in the Contract will exclude or limit the liability of either Party to the other:

- a. for death or personal injury resulting from the negligence of that Party or any of its respective directors, officers, employees, contractors or agents;
- b. in respect of fraud, willful acts or default or misconduct by that Party or any of its respective directors, officers, employees, contractors or agents;
- c. in respect of any Tax Liabilities or IPRs Claims;
- d. the Party’s willful abandonment of this Contract or willful repudiatory breach of this Contract;
- e. for the Party’s willful breach of a term of this Contract or the willful default or willful misconduct of any of the their employees, staff, personnel or sub-contractors
- f. for any losses relating to, arising out of or in connection with any regulatory breach;
- g. for any liability that cannot be excluded or limited by applicable law; or
- h. pursuant to any indemnity given by a Party;

8.5 DataBeacon shall fully indemnify ANSL for any damages owed to the Customer under the Prime Contract to the extent that the damages are directly linked to DataBeacon’s negligent actions, willful misconduct, or failure to fulfill its contractual obligations as outlined in the scope of work.



- 8.6 The Parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 8 is held to be invalid under any law, it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 8.
- 8.7 This clause 8 shall survive termination of the Contract.

9. WARRANTIES AND UNDERTAKINGS

- 9.1 DataBeacon warrants, undertakes and represents that:
- a. On the date where the Customer has signed an Acceptance Certificate for the Critical Project Milestone of Operational Acceptance (“**Operational Acceptance Date**”) and for the warranty period of 3 years from Operational Acceptance Date (“**Warranty Period**”), all Deliverables will conform in all material respect to the Scope of Work and be in good working order and free from non-trivial defects in the design, materials and workmanship;
 - b. in the case of Software that is a part of the Deliverables, such Software will be free from non-trivial defects in the design, materials and workmanship;
 - c. it will provide the Services using all reasonable skill and care in accordance with the regulations, Customer Requirements and the terms of this Agreement;
 - d. it has full capacity and authority and has obtained all necessary approvals, consents, licenses and permissions for the performance of its obligations under this Agreement;
 - e. the provision of the Deliverables (or any part of them) will not infringe the rights (including Intellectual Property Rights) of any third party;
 - f. it will allocate sufficient resources to perform the Services in accordance with this Contract;
 - g. it shall deliver the Deliverables with good and clean title, free from all restrictions, mortgages, liens, pledges, charges, encumbrances or security interests;
 - h. it has the right and authority to license and/or sub-license to the Customer the rights and licenses as set out in this Agreement, including Clause 11; and
 - i. it has complied with and will comply with all Applicable Laws and Regulations in performing the Services and it will not do or omit to do anything that will cause ANSL or the Customer to breach any Applicable Law or Regulations.
- 9.2 DataBeacon shall indemnify and keep indemnified ANSL against all claims, actions and proceedings brought against and all costs, losses, damages, liabilities, and expenses (including but not limited to legal expenses) incurred by ANSL (both during the continuance of this Agreement and after its termination for any reason whatsoever (whether by expiry or otherwise) arising from
- a. a breach of any of the warranties given by DataBeacon in this Agreement
 - b. the negligence, recklessness or willful misconduct of DataBeacon, its employees, agents, contractors or otherwise.

10. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 10.1 Except as expressly set out in this Contract:
- a. The Parties shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including
 - i. Customer Software



- ii. Customer Data; and
 - iii. Customer Background IPR
 - b. The Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Parties or its licensors, namely:
 - i. Software used to manage the ingestion, processing, and presentation of ADS-B surveillance data for AFIS Flight Information Display ("**DataBeacon Software**");
 - ii. Any third party Software;
 - iii. Any third party IPR; and
 - iv. Either Party's Background IPR;
 - c. Intellectual Property Rights in items created by the Parties specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schematics, Safety Case evidence and/or any Intellectual Property Rights arising as a result of the performance of the Parties' obligations under this Contract ("**Project Specific IPR**") shall be the property of the Customer.
- 10.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in clause 10.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 10.3 Neither Party nor the Customer shall have any right to use any of the other's names, logos or trade marks on any of its products or services without prior written consent.

Project Specific IPRs

- 10.4 The Parties agree to transfers to the Customer (free from all liens, charges and encumbrances and rights exercisable by third parties), by way of a present transfer of all existing and future property, right, title and interest, all right title and interest in and to the Project Specific IPRs (but not including any Know-How, trade secrets or Confidential Information).
- 10.5 The Parties shall:
- a. Inform the Customer of any element of Project Specific IPRs that constitutes a modification or enhancement to DataBeacon Software or third party Software;
 - b. without prejudice to Clause 10.11 (Third Party Software and Third Party IPRs), provide full details to the Customer of any Background IPRs or Third Party IPRs which are embedded in or which are an integral part of any element of Project Specific IPRs; and
 - c. shall execute all such Assignations as are required to ensure that any rights in the Project Specific IPRs are properly transferred to the Customer.

Software and Background IPR

- 10.6 The license rights to DataBeacon Software is set out in Annex F. Subject to this annex, the Parties hereby grants to the Customer:
- a. irrevocable and non-exclusive licenses to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)) the DataBeacon Software and Background IPRs for any purpose relating to the Deliverables (or part thereof) and/or any of the Services (or services substantially equivalent to any of them) and/or for any purpose relating to the exercise of the Customer's business or function at each of the Customer's premises where the Product will be delivered; and



- b. irrevocable and non-exclusive license to use without limitation at each of the Customer's premises where the Product will be delivered any Know How, trade secrets or Confidential Information contained within the Project Specific IPRs.

Customer's right to sub-license

- 10.7 In the event that the Agreement is terminated under clause 13.2 or 13.3, the Customer may sub-license the rights granted under Clause 10.6 (to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
- a. the sub-license is on terms no broader than those granted to the Customer; and
 - b. the sub-license authorize the third party to use the rights licensed in Clause 10.6 only for any purpose relating to the Deliverables (or part thereof) and/or any of the Services (or services substantially equivalent to any of them) and/or for any purpose relating to the exercise of the Customer's business or function at each of the Customer's premises where the Product will be delivered.

Customer's right to assign/novate licenses

- 10.8 The Customer may assign, novate or otherwise transfer its rights and obligations under the licenses granted pursuant to Clause 10.6:
- a. A Scottish public body; or
 - b. any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.
- 10.9 Any change in the Customer's legal status shall not affect the validity of any license granted in Clause 10.6. If the Customer changes its legal status, the successor body to the Customer (as applicable) shall still be entitled to the benefit of the license granted in Clause 10.6.
- 10.10 If a license granted in Clause 10.6 is novated under Clause 10.8 or there is a change of the Customer's status pursuant to Clause 10.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Customer.

Third Party Software and Third Party IPRs

- 10.11 Prior to the provision of any Third Party Software or Third Party IPRs, the Parties shall procure that the owner or an authorize licensor of the relevant Third Party IPRs or Third Party Software (as the case may be) has granted a direct license to the Customer on a royalty-free basis, and on terms which are no less favorable to the Customer than those set out in Clauses 10.6, 10.7 and 10.8 to 10.10, except for Open Source third party software. The use of Open Source third party software is permitted, as long as it does not compromise the usability of the final product. Additionally, the Supplier shall guarantee that the use of any Third Party Software or Third Party IPRs, including Open Source third party software, will not result in any license conflicts or violations.
- 10.12 Should the Parties become aware at any time, including after termination, that the Project Specific IPRs contain any Intellectual Property Rights for which the Customer does not have a suitable license, then they must notify the Customer within ten (10) days of what those rights are and which parts of the Project Specific IPRs they are found in.

Source Code License

- 10.13 DataBeacon hereby grants to the Customer, on and with effect from the occurrence of a Source Code Trigger Event, a non-exclusive, perpetual, irrevocable, royalty free worldwide license to use, sub-license, and assign, and to maintain and support any of the DataBeacon Software or Third Party Software.

Termination and Replacement Suppliers



10.14 For the avoidance of doubt, the termination of this Agreement (whether by expiry or otherwise) shall not result in any termination of any of the licenses granted by Clause 10 where such licenses have already been procured as per Annex F.

License Granted by the Customer

10.15 The Customer hereby grants to the Parties a royalty-free, non-exclusive, non-transferable license during the Term and any Termination Assistance Period to use Customer Software, Customer Background IPRs, the Project Specific IPRs and Customer Data solely to the extent necessary for performing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licenses to sub-contractors provided that:

- a. any relevant sub-contractor has entered into a confidentiality undertaking with the Party on the same terms as set out in Clause 11 (Confidentiality); and
- b. the Parties shall not, without the Customer's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

10.16 In the event of the termination of this Contract howsoever arising (whether by expiry or otherwise), the license and any sub-license granted pursuant to Clause 10 shall terminate automatically on the date of cessation of the Services or Termination Assistance (if later), and the Parties shall:

- a. immediately cease all use of Customer Software, Customer Background IPRs and Customer Data;
- b. at the Customer's discretion, return or destroy documents and other tangible materials that contain any of the Customer Software, Customer Background IPRs and Customer Data, provided that if the Customer has not made an election within six (6) months of the termination of the license, the Parties may destroy the documents and other tangible materials that contain any of the Customer Software, Customer Background IPRs and Customer Data; and
- c. ensure, so far as reasonably practicable, that any Customer Software, Customer Background IPRs and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Parties containing such Customer Software, Customer Background IPRs and Customer Data.

IPR Indemnity

10.17 DataBeacon shall at all times, on written demand indemnify ANSL, and keep ANSL indemnified, against all losses incurred by, awarded against or agreed to be paid by ANSL arising from any claim against ANSL of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPRs as a result of the use of such IPRs in line with this Contract ("**IPRs Claim**") as a result of DataBeacon actions or omission to act.

10.18 If an IPRs Claim is made, or DataBeacon anticipates that an IPRs Claim might be made, DataBeacon may, at its own expense and sole option, either

- a. procure for the Customer the right to continue using the relevant item which is subject to the IPRs Claim; or
- b. replace or modify the relevant item with non-infringing substitutes provided that:
 - i. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - ii. the replaced or modified item does not have an adverse effect on any



other services or system;

- iii. there is no additional cost to ANSL or the Customer (as the case may be); and
- iv. the terms and conditions of this Contract shall apply to the replaced or modified Services.

10.19 If DataBeacon elects to procure a license or to modify or replace an item in accordance with Clause 10.18, but this has not avoided or resolved the IPRs Claim, then

- a. ANSL may terminate this Contract (if subsisting) with immediate effect by written notice to DataBeacon; and
- b. without prejudice to the indemnity set out in Clause 11.17, DataBeacon shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

11. CONFIDENTIALITY

11.1 The Parties acknowledge that the existence and the terms of this Contract and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Contract are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties.

12. TERM

12.1 This Contract shall commence on the Commencement Date and shall, unless terminated earlier in accordance with the terms of this Agreement, continue in full force and effect for the period of three (3) years following the Operational Acceptance Date (**"the Initial Term"**).

12.2 The term of this Contract may be extended by mutual consent of the Parties for the procurement of additional annual license fees and support services.

13. TERMINATION

13.1 In this clause 13, **"Material Breach"** means (without limitation):

- a. as specified in this Contract;
- b. any fundamental breach or breach of a fundamental term;
- c. any default, act, omission, negligence or misstatement by a Party which has the direct and reasonably foreseeable effect of substantial delay, loss or damage to the other Party, its employees, servants, agents, customers or DataBeacon in connection with or relation to this Contract,

which has not been remedied within any specified remediation period.

13.2 Either Party may give notice to terminate the Contract (as a whole or in part) where:

- a. the other Party commits a Material Breach and fails to remedy such Material Breach within 30 calendar days of being requested to do so by the other Party; or
- b. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.



- 13.3 Either Party may give notice to terminate this Contract where the other Party becomes, or threatens to become or is in jeopardy of becoming, subject to any form of insolvency administration or is unable to pay its debts.
- 13.4 ANSL may give notice to terminate a Contract where the Prime Contract is terminated by the Customer or otherwise expires.
- 13.5 Any expiration or termination of the Contract does not affect any rights of the Parties which may have accrued before the date of expiration or termination.

14. CONSEQUENCES OF TERMINATION

- 14.1 In the event of the termination of the Contract under clause 13.2, the Party at fault shall fully co-operate to ensure that the other Party is able to continue to fulfill their obligations under the Prime Contract, including but not limited to, waiving all Intellectual Property Rights with respect to that Customer.
- 14.2 In the event of the termination of the Contract under clause 13.3, the insolvent Party agrees to forego all financial interests in this Contract and to transfer all license rights necessary for the other Party to continue to supply the Deliverables to the Customer.
- 14.3 Provided always that this clause shall not apply in respect of confidential information necessary for the Parties to continue to perform their respective obligations under any other agreements between the Parties, promptly following termination or expiry of this Contract, each Party shall return to the other all confidential information of the other which it may have in its possession in connection with this Contract or, on the request of the other Party, destroy the same.

15. INTEGRITY

- 15.1 Both Parties shall:
 - a. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice, or conduct which could constitute an offence under the Bribery Act 2010;
 - b. promptly report any request or demand which if complied with would amount to a breach of this condition;
 - c. ensure that any person or supplier associated with it who is providing goods or services in connection with this Contract does so only on the basis of a formal agreement which imposes on and secures from such person terms equivalent to those imposed in this condition.
 - d. indemnify the other Party against any losses suffered as a consequence of any breach by the other Party of this provision, which shall be deemed a material breach.
- 15.2 In performing its obligations under this Contract, the Parties shall:
 - a. comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - b. have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and
 - c. not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015; and
 - d. ensure that each of its subcontractors and suppliers shall comply with the Anti-



slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

16. NOTICES

- 16.1 Except as otherwise expressly provided, any notice or other communication from any Party ("**Sender**") to the other Party ("**Recipient**") which is required to be given under these Terms & Conditions ("**Notice**") must be in writing and signed by or on behalf of the Sender, addressed for the attention of the representative of the Recipient.
- 16.2 The Sender may either:
- deliver the Notice by hand (retaining satisfactory proof of delivery);
 - send the Notice by recorded delivery or registered post (retaining a receipt of posting);
 - send the Notice by email; and
 - send the Notice by fax (retaining a successful fax transmission report recording the correct number of pages).
- 16.3 Any Notice shall be deemed to have been served:
- if delivered by hand or by email, at the time and date of delivery (or if delivered after 4.00pm local time, on the next working day);
 - if sent by fax, at the time and date of the successful fax transmission report; or
 - if sent by recorded delivery or registered post, two working days after the date of posting (such date as evidenced by a receipt of posting).

17. DATA PROTECTION AND CYBER SECURITY

- 17.1 Under the Contract all Personal Identifiable Information ("**PII**") (as defined under the General Data Protection Regulation (EU) 2016/679 (GDPR) and UK Data Protection Act 2018) incorporated into the Contract shall be only for the purpose of the efficient management of the Contract. No Special Category Data as defined under UK Data Protection Act 2018 and GDPR legislation shall be reproduced in any form within the Contract.
- 17.2 Any Personal Data of whatever form submitted as part of the Contract or supplied separately as required by the Contract shall be used and held in accordance with the Company/Contractor Privacy Notice only for the purpose of the Contract. Any queries or requests on Personal Data issues shall be submitted to the Customer Data Privacy Manager at dataprivacymanager@marshalladg.com.
- 17.3 The Parties shall obtain the necessary consents from all Data Subjects involved in their processing of the Contract to hold and process any PII data supplied for the purposes of this Contract for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in GDPR 2018) relating to the Parties.
- 17.4 The Parties shall comply with all its obligations under the UK Data Protection Act 2018 and GDPR and either when acting as a Data Controller or as a Processor in particular (but not limited to Chapters 4 and 5 of the GDPR) or its UK Data Protection equivalent.
- 17.5 DataBeacon shall comply with Annex E (Cyber Security Requirements) of the Contract.



18. DISPUTE RESOLUTION AND APPLICABLE LAW AND PLACE OF JURISDICTION

- 18.1 Should any question, dispute or difference whatsoever arise between the Parties in relation to or in connection with this Contract:
- Either Party may give notice to the other in writing of the existence of such a question, dispute or difference and nominated representatives of both Parties will meet within 14 days of such notice to attempt to reach a solution;
 - if the Parties are unable to resolve any dispute within 14 days of its referral under clause 18.1.1, then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution's (CEDR's) Model Mediation Procedure;
 - if no mutually acceptable solution is found pursuant to clause 18.1.b, then the parties may commence or continue court or arbitration proceedings in relation to the dispute under clause 18.2 and 18.3; and
 - the prevailing Party in any arbitration or legal proceeding brought by one Party against the other Party and arising out of or in connection with this Contract will be entitled to recover its legal expenses, including arbitration costs, court costs and reasonable lawyers and experts fees.
- 18.2 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 18.3 All disputes arising out of or relating to this Contract (or any non-contractual obligations arising out of or in relation to this Contract) shall be submitted to the exclusive jurisdiction of the English courts.

19. CHANGE REQUEST PROCEDURE

- 19.1 If at any time either Party wishes to recommend an increase or decrease or change to the scope of the Goods and/or Services the Proposing Party will submit a written Change Request in reasonable detail to the Receiving Party.
- 19.2 Where the Change Request requires an amendment to the Fees then the Change Request shall give full details of the proposed changes to the Fees.
- 19.3 The Receiving Party shall review the Change Request and respond in writing to the Proposing Party within 10 working days, stating either acceptance or rejection of the Change Request or a request for further information or time to consider the Change Request.
- 19.4 Parties shall mutually agree upon any Change Request and formally record it as an Amendment to this Contract in accordance with the Change Control Procedure

20. PUBLICITY

- 20.1 Neither Party shall be entitled to make any announcement, publicity statement, advertisement or broadcast regarding its provision of Deliverables without the Customer's prior written approval.

21. FORCE MAJEURE

- 21.1 The expression "**Force Majeure**" shall mean and include any circumstances or occurrences beyond the Parties reasonable control – whether or not foreseeable at the



time of the contractual relationship – as a result of which the affected Party cannot reasonably be required to execute its contractual obligations. This includes Force Majeure and/or default by one of the Party's suppliers and/or subcontractors. In particular "**Force Majeure**" shall include but is not limited to fire, flood, drought, earthquake, storm, pandemic or other natural event; any act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; any order, decree, sabotage, blockade, ; any other matter or cause beyond the reasonable control of either Party which prevents or substantially limits any performance of the contractual relationship.

- 21.2 Where this Contract is affected by an event of Force Majeure then performance of the relevant part(s) of the contractual relationship will be suspended for the period such failure or delay continues, without the affected Party being responsible or liable for any damage resulting therefrom. The affected Party shall provide written Notice to the other Party within five working days of the Force Majeure event detailing the nature and impact of the event.
- 21.3 In the event that the Force Majeure extends for a period of three consecutive months (or in the event that the delay is reasonably expected to extend for a period of three consecutive months), the Parties shall be entitled to terminate any part of the contractual relationship.

22. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Except as expressly provided otherwise in this Contract, a person who is not a party to this contractual relationship shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contractual relationship. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act

23. ASSIGNMENT

- 23.1 Either Party may assign or transfer its rights and obligations under this agreement to any third party subject to the consent of the other Party, where such consent shall not be unreasonably withheld.
- 23.2 In the event of a valid assignment or transfer of rights and obligations under this agreement, the assignee or transferee shall assume all of the assigning party's rights, obligations, and liabilities under this agreement, and the assigning party shall be released from any further obligations or liabilities arising from this agreement.
- 23.3 Any assignment or transfer of rights and obligations under this agreement shall be subject to the following conditions:
- a. The assignee or transferee shall agree in writing to be bound by all the terms and conditions of this agreement.
 - b. The assignee or transferee shall have the necessary resources, qualifications, and capabilities to fulfill the assigned obligations under this agreement.
 - c. The assignee or transferee shall not have any conflicts of interest or legal restrictions that would prevent them from performing the assigned obligations.
- 23.4 This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.



24. MISCELLANEOUS

- 24.1 Any amendments and/or supplements to this Contract shall be made by agreement between the Parties in writing.
- 24.2 The Parties acknowledge and agree that a reference in this Contract to **writing** or **written** shall not include fax.
- 24.3 The failure to exercise, or delay in exercising, a right, power or remedy provided by these Terms & Conditions or by law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of these Terms & Conditions this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 24.4 If parts of the order are or become invalid, this shall not affect the effectiveness of the remaining parts of the contract. The contracting partners are obliged to replace the invalid regulation with a provision that comes closest with respect to its economic result. The same applies in the event of omissions.
- 24.5 Nothing in the Contract is intended to, or shall operate to, create a partnership between the Parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 24.6 These Terms & Conditions constitute the entire agreement between the Parties relating to the sale and purchase of SimpliFID to Highlands and Islands Airport Ltd, unless explicitly agreed upon in writing between the Parties.


Signatures

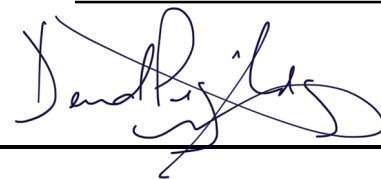
On behalf of Air Navigation Solutions Ltd.

On behalf of DataBeacon

Date: 04 September 2023

Date: 4/SEPT/2023

DocuSigned by:

 B9C35E76D28441C...



Name: C J Cauvin

Name: DAVID PÉREZ MENDOZA

Title: Commercial Director

Title: CEO

Annex A: CUSTOMER REQUIREMENTS

TENDER DOCUMENTATION:

71673 022 HIAL FID Procurement Specification_Issue 1

CUSTOMER OPERATING REQUIREMENTS AND DOCUMENTS:

All relevant Regulations issued by any UK Regulatory Body including:

- CAP 670 Air Traffic Services Safety Requirements
- CAP 760 Guidance on the Conduct of Hazard Identification, Risk Assessment and Production of Safety Cases
- all other Regulatory and Standards requirements listed in the Tender Documentation
- and any other relevant regulations issued by the CAA

(2) All relevant retained EU Regulations, including:

- The SES Regulations
- Regulation 1207/2011 - Requirements for the performance and the interoperability of surveillance for the SES
- Regulation 1206/2011 - Requirements on Aircraft Identification for Surveillance of the SES
- Air Traffic Management/Air Navigation Services interoperability Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network
- And any other relevant retained EU Regulations

(3) The Customer's Safety Management System

(4) The Airport Operational Manuals applicable at each airport

(5) Any policies, procedures or guidance supplied by the Customer relating to each System or the Services including but not limited any airport security requirements and any health and safety guidelines).



Annex B: SCOPE OF WORK

PROPOSAL DOCUMENTATION:

HIA-1422 ATC FID System Tender Response Questionnaire

BID SUBMISSION:

ANS-HO-2023-028 HIAL FID Tender Proposal Document

SIMPLIFIED WARRANTY:

ANSL warrants that in providing the Services under these T&C Purchase. ANSL shall:

- a. comply with all applicable laws;
- b. render the Services with all reasonable care and skill and in accordance with that degree of skill, expertise, diligence, caution, prudence and foresight which would reasonably and ordinarily be expected from a world class provider of services comparable to the Services provided in ANSL's industry, profession or trade ("**Best Industry Practice**") and;
- c. use suitably skilled and experienced personnel as determined by ANSL, sufficient to ensure delivery according to the specifications of this contract;
- d. ensure that the Services and any associated deliverables conform to the specifications set out in the Scope of Work;
- e. hold all the Customer materials in safe custody at its own risk and not dispose or use the Customer materials other than in accordance with Customer's written instruction;
- f. if ANSL or ANSL's employees, servants and agents visit any site which is under the control and/or supervision of the Customer,
 - i. comply with and ensure that ANSL's employees, servants and agents comply with any site regulations, specified by the Customer (including any person on behalf of the Customer such as the Customer) and including any rules relating to health and safety and admittance to the relevant site; and
 - ii. ensure that its employees, servants and agents wear personal protective equipment appropriate for the relevant site;

DataBeacon shall, within ten (10) working days of a request by the Customer via the Prime Contract (or within such shorter time as may be required by the Customer to comply with a regulator or applicable law) grant (or shall procure the grant of) the Customer (or the Customer's auditors, other representatives of the Customer or any regulator to the Records) access during working hours, or at such other times as the Parties shall agree, to DataBeacon's facilities and DataBeacon's Personnel for the purpose of:

- a. verifying DataBeacon's compliance with its obligations under this Contract (including the accuracy of its reporting in respect of the Services); and
- b. enabling the Customer to:
 - i. fully comply with applicable law (including compliance with any applicable filing obligations of the Customer);
 - ii. deal fully with enquiries raised by any regulator or in relation to any investigation by, or order or direction of, a regulator; and
 - iii. review the integrity, confidentiality and security of the Customer's data.



If any Service is not in accordance with these T&C Purchase, other than as a result of default or negligence on the part of the Customer or ANSL, DataBeacon shall at its own expense re-schedule and render the Service within such reasonable time as may be notified to ANSL.

Initial technical support will be attempted remotely either through the use of a remote connection or through step-by-step instructions provided to the Customer's personnel. Where faults cannot be rectified remotely, DataBeacon shall deploy suitably qualified personnel to provide on-site corrective actions depending on the nature of the problem. Any Travel & Subsistence expenses incurred in providing on-site corrective actions shall be reimbursed at cost.

For the purposes of the warranty period, faults are defined in four categories as follows:

Critical Fault means a fault condition or discrepancy with respect to the Scope of Work which prevents the operation of the SimpliFID solution, causes a safety hazard to occur, and/or produces an excessive increase to the user's workload.

Major Fault means a fault condition or discrepancy with respect to the Scope of Work which degrades the operation of the SimpliFID solution, significantly increases the likelihood of a safety hazard to occur, and/or produces a significant increase to the user's workload.

Medium Fault means a fault condition or discrepancy with respect to the Scope of Work which affects the core operation of the SimpliFID solution, marginally increases the likelihood of a safety hazard to occur, and/or produces a marginal increase to the user's workload.

Minor Fault means all other fault conditions or discrepancies within the SimpliFID solution which are not considered a Critical, Major or Medium Fault.

DataBeacon shall support ANSL in delivering the following guaranteed response times during UK working hours to the Customer:

| | Measured Between | Critical Fault | Major Fault | Medium Fault | Minor Fault |
|-----------------|--|----------------|-------------|--------------|-------------|
| Remote Support | when the enquiry is first registered to when our support staff makes contact during UK working hours | 8 hours | 8 hours | 1 week | 2 weeks |
| On-Site Support | when On-site Support is deemed to be required to when our support staff has departed for the Customer premises | 24 hours | 72 hours | N/A | N/A |

Annex C: CHARGES AND PAYMENT

CONTRACT VALUE:

The Contract Value will be ££78,008.58 as per the DataBeacon's proposal.

| Airport Standard System Delivery | PRICE (ex. VAT) |
|---|------------------------|
| <i>Kirkwall</i> | £13,001.43 |
| <i>Dundee</i> | £13,001.43 |
| <i>Stornoway</i> | £13,001.43 |
| <i>Benbecula</i> | £13,001.43 |
| <i>Islay</i> | £13,001.43 |
| <i>Wick John O' Groats</i> | £13,001.43 |
| TOTAL CONTRACT VALUE | £78,008.58 |

PAYMENT:

Payment will be made on the delivery of each of the following Critical Project Milestones subject to the corresponding payment being made by the Customer to ANSL, in accordance with the apportionment shown below:

| Critical Project Milestone / Deliverable | Payment Percentage per Airport |
|---|---------------------------------------|
| Contract Award | 5% |
| Upon Completion of Site Survey | 10% |
| Critical Design Review | 10% |
| Delivery of each System to Site | 30% |
| Successful completion of the Site Acceptance Test | 25% |
| Operational Acceptance (incl regulatory approval) | 15% |
| Final Acceptance (post Defects Liability Period of 6 months) | 5% |

RATECARD:

Annual Operating Costs per airport will be £4,917.75 per annum (subject to UK Consumer Price Indexation).

Upon Operational Acceptance of each airport, the Customer intends to procure Annual Operating Costs for a period of 15 years by no later than a week prior to Operational Acceptance being achieved. This will be procured via an amendment to this contract between ANSL and DataBeacon. Any procurement of Annual Operating Costs for a period less than 15 years will be subject to a change of price

Annex D: CRITICAL MILESTONE SCHEDULE

The Critical Project Milestones and Critical Milestone Dates will be agreed in writing between DataBeacon and ANSL within 30 days of the Commencement Date.

The Customer shall issue an Acceptance Certificate upon completion of each of the Critical Project Milestones set out in this Schedule (other than Critical Project Milestone 6). The Critical Project Milestones and Critical Milestone Dates are as follows:

KIRKWALL AIRPORT:

| | Critical Project Milestones | Critical Milestone Dates |
|---|---|--------------------------|
| 1 | Contract Award | <i>Aug 2023</i> |
| 2 | Upon Completion of Site Survey | <i>Sep 2023</i> |
| 3 | Critical Design Review | <i>Nov 2023</i> |
| 4 | Delivery of each System to Site | <i>Jan 2024</i> |
| 5 | Successful completion of the Site Acceptance Test | <i>Feb 2024</i> |
| 6 | Operational Acceptance (incl regulatory approval) | <i>Mar 2024</i> |
| 7 | Final Acceptance (post Defects Liability Period of 6 months) | <i>Sep 2024</i> |

DUNDEE AIRPORT:

| | Critical Project Milestones | Critical Milestone Dates |
|---|---|--------------------------|
| 1 | Contract Award | <i>Aug 2023</i> |
| 2 | Upon Completion of Site Survey | <i>Sep 2023</i> |
| 3 | Critical Design Review | <i>Nov 2023</i> |
| 4 | Delivery of each System to Site | <i>Jan 2024</i> |
| 5 | Successful completion of the Site Acceptance Test | <i>Feb 2024</i> |
| 6 | Operational Acceptance (incl regulatory approval) | <i>Mar 2024</i> |
| 7 | Final Acceptance (post Defects Liability Period of 6 months) | <i>Sep 2024</i> |

STORNOWAY AIRPORT:

| | Critical Project Milestones | Critical Milestone Dates |
|---|---|--------------------------|
| 1 | Contract Award | <i>Aug 2023</i> |
| 2 | Upon Completion of Site Survey | <i>Sep 2023</i> |
| 3 | Critical Design Review | <i>Nov 2023</i> |
| 4 | Delivery of each System to Site | <i>Jan 2024</i> |
| 5 | Successful completion of the Site Acceptance Test | <i>Mar 2024</i> |
| 6 | Operational Acceptance (incl regulatory approval) | <i>Apr 2024</i> |
| 7 | Final Acceptance (post Defects Liability Period of 6 months) | <i>Oct 2024</i> |

BENBECULA AIRPORT:

| | Critical Project Milestones | Critical Milestone Dates |
|---|---|---------------------------------|
| 1 | Contract Award | <i>Apr 2024</i> |
| 2 | Upon Completion of Site Survey | <i>May 2024</i> |
| 3 | Critical Design Review | <i>Jul 2024</i> |
| 4 | Delivery of each System to Site | <i>Oct 2024</i> |
| 5 | Successful completion of the Site Acceptance Test | <i>Nov 2024</i> |
| 6 | Operational Acceptance (incl regulatory approval) | <i>Jan 2025</i> |
| 7 | Final Acceptance (post Defects Liability Period of 6 months) | <i>Jul 2025</i> |

ISLAY AIRPORT:

| | Critical Project Milestones | Critical Milestone Dates |
|---|---|---------------------------------|
| 1 | Contract Award | <i>Apr 2024</i> |
| 2 | Upon Completion of Site Survey | <i>May 2024</i> |
| 3 | Critical Design Review | <i>Jul 2024</i> |
| 4 | Delivery of each System to Site | <i>Oct 2024</i> |
| 5 | Successful completion of the Site Acceptance Test | <i>Nov 2024</i> |
| 6 | Operational Acceptance (incl regulatory approval) | <i>Jan 2025</i> |
| 7 | Final Acceptance (post Defects Liability Period of 6 months) | <i>Jul 2025</i> |

WICK JOHN O' GROATS AIRPORT:

| | Critical Project Milestones | Critical Milestone Dates |
|---|---|---------------------------------|
| 1 | Contract Award | <i>Apr 2024</i> |
| 2 | Upon Completion of Site Survey | <i>May 2024</i> |
| 3 | Critical Design Review | <i>Jul 2024</i> |
| 4 | Delivery of each System to Site | <i>Oct 2024</i> |
| 5 | Successful completion of the Site Acceptance Test | <i>Nov 2024</i> |
| 6 | Operational Acceptance (incl regulatory approval) | <i>Jan 2025</i> |
| 7 | Final Acceptance (post Defects Liability Period of 6 months) | <i>Jul 2025</i> |

Annex E: CYBER SECURITY REQUIREMENTS

DEFINITIONS:

“Cyber Security Incident” means any thing, event, act or omission which gives, or may give, rise to:

- (i) unauthorised access to any information system, data or electronic communications network (including breach of an applicable security policy);
- (ii) reduced integrity of an information system, data or electronic communications network;
- (iii) unauthorised use of any information system or electronic communications network for the processing (including storing) of data;
- (iv) disruption or change of the operation (including, but not limited to, takeover of control, malicious disruption and/or denial of service) of an information system or electronic communications network;
- (v) unauthorised changes to firmware, software or hardware;
- (vi) unauthorised destruction, damage, deletion or alteration of data residing in an information system or electronic communications network;
- (vii) removal or limiting the availability of, or possibility to use, data residing in an information system or electronic communications network;
- (viii) the appropriation, publication, dissemination or any other use of data by persons unauthorised to do so; or
- (ix) a breach of the Computer Misuse Act 1990, the Network and Information Systems Regulations 2018, the GDPR or the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Communications Act 2003, the Official Secrets Act 1911 to 1989, or any other applicable legal requirements in connection with cybersecurity and/or privacy

in connection with the Services and/or this Agreement;

“Cyber Security Requirements” means the requirements in connection with cyber security as set out in this Annex E (Cyber Security Requirements) of the Contract.

CYBER SECURITY WARRANTY AND INDEMNITY:

DataBeacon warrants and undertakes that it shall meet and comply with the Cyber Security Requirements in connection with the provision of the Services and this Agreement (including in respect of any certification or accreditation).

DataBeacon shall on demand indemnify ANSL and keep ANSL indemnified fully against all losses, liabilities, damages, costs and expenses (including legal and other professional fees) which may arise out of, or in consequence of, a breach of this Annex E.

This section (Cyber Security Warranty and Indemnity) survives the termination of this Contract howsoever arising (whether by expiry or otherwise).

CYBER SECURITY OBLIGATIONS:

DataBeacon shall implement and maintain all security measures:

- (a) as may be required under applicable laws (including but not limited to the Network and Information Systems Regulations 2018);
- (b) to enable it to discharge its obligations under this Annex E; and
- (c) to ensure there are no Cyber Security Incidents



in all cases to ANSL's reasonable satisfaction and in accordance with Good Industry Practice.

DataBeacon shall notify ANSL promptly of any changes in its ability to meet the Cyber Security Requirements, including any changes to certifications and accreditations.

DataBeacon shall assist ANSL to comply with any applicable cyber security requirements, codes, policies and practices in connection with the Services and/or this Agreement.

DataBeacon shall not do or omit to do anything that will cause ANSL to breach CAP 1753 and shall provide such information and assistance as may be required by ANSL to enable ANSL to comply with CAP 1753 including details of and reasonable advance notice of any proposed change of its sub-contractors or suppliers.

CYBER SECURITY INCIDENTS:

DataBeacon shall notify ANSL immediately as soon as it knows or believes that a Cyber Security Incident has or may have taken place and shall provide full details of the incident and any mitigation measures already taken and intended to be taken by it and (where applicable) any mitigation measures recommended by it to be taken by ANSL. Where such initial notification is not in writing, then DataBeacon shall provide ANSL with a written notification setting out the details required under this paragraph and in any case within twelve (12) hours from the initial notification.

Following a Cyber Security Incident, DataBeacon shall:

- (a) use its best endeavours to mitigate the impact of the Cyber Security Incident;
- (b) investigate the Cyber Security Incident completely and promptly, and shall keep ANSL fully informed of the progress and findings of its investigation;
- (c) where required to do so, inform any applicable regulator of the Cyber Security Incident; and
- (d) take any action deemed necessary by ANSL in the circumstances, including complying with any additional security measures deemed appropriate by ANSL.

DataBeacon shall perform its obligations under this paragraph at no additional charge to ANSL, unless it can show that the Cyber Security Incident was caused solely by an act or omission of ANSL.

INFORMATION AND AUDIT:

Promptly upon request, DataBeacon shall provide to ANSL such information and records in connection with the obligations under this Annex E as may be requested.

DataBeacon agrees (and procures that its sub-contractors agree) that ANSL, its agents and its representatives may conduct such audits as are considered necessary by ANSL acting reasonably, including for the following purposes:

- (a) to ascertain the impact of any Cyber Security Incident;
- (b) to review and verify the integrity, confidentiality and security of any data relating to this Contract; or
- (c) to review DataBeacon's and/or any sub-contractor's compliance with its obligations under this Annex E.



DataBeacon shall (and shall ensure that any sub-contractor shall) provide to ANSL, its agents and representatives with all reasonable co-operation and assistance in relation to audits, including but not limited to:

- (a) all data and/or records requested by ANSL;
- (b) access to any relevant premises and to any equipment owned/controlled by DataBeacon, any associated or group company and any sub-contractor and, where such premises and/or equipment are outwith the control of DataBeacon, shall secure sufficient rights of access for ANSL, its agents and representatives as are necessary to allow audits to take place; and
- (c) access to any relevant individuals.

ANSL shall use its reasonable endeavours to:

- (a) provide at least 10 days' notice of its intention to conduct an audit (but is not obliged to do so); and
- (b) ensure that the conduct of each audit does not unreasonably disrupt DataBeacon and/or sub-contractor or delay the performance of this Agreement.

The parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this paragraph.

BREACH OF CYBER SECURITY REQUIREMENTS:

A breach of this Annex E by DataBeacon shall be considered to be a material breach of this Contract which shall entitle ANSL to terminate this Contract immediately (either in whole or in part) by serving written notice to that effect.

If DataBeacon fails to comply with the provisions of this Annex E, ANSL may take any action it considers appropriate or necessary, including:

- (a) suspending the whole or any part of DataBeacon's obligations under this Contract;
- (b) requiring that specific sub-contractors connected with such breach be removed from their involvement with the Services and this Contract and cease to have any access to any Confidential Information and Personal Data / Customer Data;
- (c) requesting DataBeacon return and/or arrange the evidenced secure and permanent destruction of any Confidential Information and Personal Data / Customer Data; and
- (d) implementing additional or alternative measures, both technical and organisational, to protect and secure any Confidential Information and Personal Data / Customer Data.



Annex F: SIMPLIFID LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is made and entered into as of the Date of Operational Acceptance of the SimpliFID System at each Designated Site where Air Navigation Solutions Ltd a company (Registration number: 0916911) organized and existing under the laws of the United Kingdom, with registered office at The Beehive, Beehive Ring Road, Crawley, West Sussex, RH6 0PA and DataBeacon a company (Registration number: B-88378773) incorporated under the laws of Spain with a registered address at Calle Genova 11, 2D, 28004 Madrid, Spain (together referred to as the “**Licensors**”) wishes to grant Highlands And Islands Airports Limited, a company (Registration number: SC097647) having its registered office at Head Office, Inverness Airport, Inverness IV2 7JB (the “**Licensee**”) a non-exclusive license to use the SimpliFID Software.

1. DEFINITIONS

- 1.6 “**Software**” means the computer programs identified as SimpliFID provided in object code or other machine readable form including the licensed computer programs and Documentation relating to the programs both as originally provided and as they may later be provided in the form of subsequent modifications, enhancements or releases made by the Licensors, or in any materials into which they may be converted by Licensee or anyone acting on behalf of Licensee.
- 1.7 “**Documentation**” means owner’s manuals, user’s manuals, installation instructions, operating instructions, product training materials, and other materials, regardless of form or storage medium, that explain the capabilities of the Software or provide instructions or information for installing, using or maintaining the Software.
- 1.8 “**Use**” means the entry of information, the creation or generation of data, and the display or printing of information under the control of the Software, including the creation or generation of data used by or useful in connection with applications or systems other than the Software.
- 1.9 “**Designated Sites**” means the physical facilities at which the Software may be installed and/or used specified as being Kirkwall Airport, Dundee Airport, Stornoway Airport, Benbecula Airport, Islay Airport, and Wick John O’Groats Airport.
- 1.10 “**Permitted Purposes**” means only the use of the Software and the Documentation by Licensee in support of the providing a flight information display and shall not include delivery or distribution of the Software or Documentation either in whole or in part to any third party, or making the Software or Documentation or use of the Software or Documentation available to any third party by any means.
- 1.11 “**Object Code**” shall mean executable machine code.
- 1.12 “**Confidential Information**” means Software and Documentation as defined in paragraphs 1.1 and 1.2, and information pertaining to it to the extent not published by the Licensors including information that is designated in writing as “confidential” by the Licensors at the time of disclosure to Licensee, or which constitutes the trade secrets of Licensor under the governing law of this Agreement. Confidential Information also includes the Object Code of the Software, the pricing structure for the Software and Services provided to Licensee, and any other proprietary information owned by the Licensors and which is provided or disclosed to the Licensee at any time. Notwithstanding the foregoing, Confidential Information does not include information that the receiving party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action by the receiving party; (b) was rightfully in the receiving party’s possession or known by it prior to receipt from the disclosing party; (c) is rightfully disclosed without restriction to the receiving party by a third party without violation of any



confidentiality covenant by such third party; or (d) is independently developed by the receiving party without use of the Confidential Information of the disclosing party.

2. LICENSE GRANT

- 2.4 The Licensors grant to the Licensee the following non-exclusive rights in the Software, provided that such rights are exercised solely in accordance with the terms and conditions of this License Agreement:
- a. A non-exclusive license to use the Software, in Object Code, at the Designated Sites alone or in conjunction with other software;
 - b. A non-exclusive right to reproduce the Software, in Object Code, for Permitted Purposes and for the purposes of safekeeping (archives) or back-up at the Designated Sites, provided all copyright notices and proprietary rights legends in or on the Software are retained and reproduced in all copies of the Software; and
 - c. A non-exclusive right to maintain copies of Documentation and to reproduce Documentation, but only if the Licensee reasonably believes that additional copies of Documentation are necessary to enable the Licensee to use the Software for Permitted Purposes and the Licensee gives the Licensors notice of the need for such additional copies, the number of such copies and the location(s) at which such copies will be maintained and used,
- 2.5 No license is granted to the Licensee to Use the Software or the Documentation in any location other than the Designated Sites , or for any purpose other than the Permitted Purposes.
- 2.6 The Licensee may not sell, transfer, assign, sublease, lend or release the Software or the Documentation, in whole or in part, to any third party without prior written consent of the Licensors. All rights in and to the Software and the Documentation not granted in this Agreement to Licensee are expressly reserved by the Licensors.
- 2.7 After thirty (30) days written notice to and approval by the Licensors (which may be withheld by the Licensors at their sole discretion), the Licensee is authorized to transfer the Software, the Documentation and this License Agreement, and all rights granted thereunder, in a form acceptable to the Licensors, to an authorized third party, which shall then become the Licensee for purposes of this Agreement. Upon such transfer, this License Agreement shall remain in full force between such third party and the Licensors.

3. OWNERSHIP

- 3.6 The Licensee acknowledges that ownership of the Software and Documentation and all rights therein, including all copyright rights and all other intellectual property rights related thereto, are and shall remain in the Licensors. Except for the limited non-exclusive rights in the Software and the Documentation specifically granted to the Licensee in this License Agreement, no rights in or to the Software or the Documentation are granted to the Licensee.
- 3.7 The Licensee agrees and acknowledges that the Licensee shall have no right to create derivative works based on the Software or the Documentation.
- 3.8 The Licensee agrees that, in the event Licensee creates software that uses, adds on to, supplements, interfaces with or otherwise interacts in any way with the Software ("**Add-On Software**"), the Licensee shall acquire no rights in or to any elements of the Software as a result of such creation.



4. GENERAL PROVISIONS

- 4.5 The Licensee shall take all reasonable steps to safeguard from theft, loss, or disclosure to others all Software and Documentation delivered under this Agreement. Without in any way limiting the foregoing, the Licensee shall ensure that the Software is installed on hardware and/or on a network, or is accessible in a physical location, that requires a password or other secure means of access and that access to the Software is limited to those individuals who require such access in order for the Licensee to accomplish tasks relating to the Permitted Purposes.
- 4.6 The Licensee shall take appropriate action, by written instruction or agreement with its employees and consultants who are permitted access to Software and Documentation, to advise such employees and consultants of the Licensee's obligations under this Agreement.
- 4.7 The Licensee shall take appropriate action, by written agreement with those third parties who are permitted access to the Software and Documentation, to advise such third parties of the restrictions on use, distribution, and disclosure and Licensee's obligations under this Agreement. The Licensee shall retain and preserve the Licensors' copyright notices in all Documentation provided to any such third parties.
- 4.8 This Agreement may be assigned by the Licensors and/or the Licensors may appoint a successor to all or part of the business of the Licensors, provided that such assignee and/or successor is qualified to carry on the business of the Licensors relating to the Software. In the event that the Licensors exercise their rights under this clause, the Licensors undertakes to advise the Licensee in writing of such action prior to finalization and to provide the Licensee with the contact address and telephone number of the assignee and/or successor.
- 4.9 The Licensee shall not attempt to reverse assemble, decompile, reverse engineer or otherwise analyze the Software for any purpose without the advance written permission of the Licensors, which may be withheld at their sole discretion. Any such attempt by the Licensee to reverse assemble, decompile, reverse engineer or analyze the Software shall be deemed a material breach of this Agreement by the Licensee.
- 4.10 The Licensee agrees that all data and data files generated or created through use of the Software, individually and collectively, shall be used solely for the Permitted Purposes and may not be used or re used for any other purpose or in connection with any software program other than the Software.
- 4.11 Each party agrees to hold the other party's Confidential Information in confidence and not to use it for any purpose other than the purposes permitted under this Agreement. Each party agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. The terms of this Agreement constitute Confidential Information. Confidential Information of the other party may only be disclosed to those Affiliates, employees, contractors and advisors of Licensee or of Licensors, as applicable, on a need-to-know basis and who agree to be bound by confidentiality restrictions at least as restrictive as those contained in this Agreement; provided, that nothing shall prevent or prohibit a party from using or disclosing Confidential Information as may be required by law, rule, regulation or legal process. Confidential Information remains at all times the property of the disclosing party. Unless otherwise explicitly set forth herein, no licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied with respect to Confidential Information.



5. WARRANTIES

- 5.6 The Licensors warrant that it has the right to grant to Licensee the limited non-exclusive rights set forth in this Agreement. The Licensors warrant that the Software shall substantially conform to its user's manual as such manual exists as of the date of delivery of the Software. The Licensors' sole obligation under this warranty shall be limited to notification to the Licensee of any discovered defects and to using its best efforts to correct any defects or failure to function of which it has been notified by the Licensee and to furnish the Licensee with a corrected version of the Software as soon as practicable
- 5.7 Other than the right to grant to the Licensee the rights set forth in this Agreement with respect to the Software, the Licensor makes no warranty or representation with respect to any third party software or elements thereof that are included in or used in connection with the Software. All such third party Software or elements thereof are provided to the Licensee by the Licensors on an "as is" basis.
- 5.8 Except as set forth herein, there are no warranties, express or implied, whether oral or written, with respect to the Software and Documentation and any other goods and services covered or furnished pursuant to this License Agreement. The Licensor expressly disclaims without limitation the implied warranties of merchantability, fitness for a particular purpose, and any implied warranties arising from any claimed course of performance or dealing or from any claimed usage or trade.
- 5.9 To the maximum extent allowed by law, the Licensors shall not be liable under this License Agreement for indirect, special, incidental, consequential or tort damages, or damages under this agreement whether resulting from non-delivery, the use, misuse or inability to use any Software, defects in any software, negligence or other tort. The Licensors' maximum aggregate liability for all other damages for which liability is not or cannot be disclaimed or limited, except for the Licensors' intellectual property indemnification obligation, shall not exceed the annual value of the license fee received for the Software.

6. TERM AND TERMINATION

- 6.7 This License Agreement shall continue through for a period of fifteen (15) years for each airport, subject to the receipt of payment for Annual Operating Costs during this period, unless earlier terminated in accordance with the provisions of this License Agreement. The Licensee's obligations under paragraphs 3 and 4 shall survive expiration of the Agreement or termination.
- 6.8 If the Licensee shall at any time commit any material breach of any covenant herein contained, the Licensors may, at their discretion, terminate this Agreement by written notice to such effect.

7. RIGHTS OF THE LICENSORS

- 7.9 Upon reasonable notice to the Licensee, the Licensors shall have the right to:
- obtain from the Licensee a complete list of all equipment and networks from which the Software is accessible and the number of users to whom such access is available; and
 - inspect the Designated Sites and any and all computers, servers and other hardware or other devices located at such sites, in order to ensure that Licensee's use of the Software and the Documentation complies with the terms of this Agreement.

The Licensee shall cooperate fully with any inventory request or inspection by the Licensors and shall provide complete and truthful information regarding their use of the



Software and the Documentation.

- 7.10 The Licensee agrees that it will make no use of the Software or Documentation other than in accordance with the provisions of this Agreement and the terms of clauses 2.1(a) through 2.1(d) above.
- 7.11 The Licensee agrees and acknowledges that the terms of clauses 2.1(a) through 2.1(d) are conditions of the non-exclusive license grants contained therein and are not separate covenants of this Agreement. The Licensee further agrees and acknowledges that, regardless of whether such terms are deemed to be conditions or covenants, any use by the Licensee of the Software or the Documentation that is not expressly permitted by this Agreement shall give rise to claims of both breach of contract and copyright infringement on the part of the Licensors.
- 7.12 The Licensee agrees that any use by the Licensee of the Software or the Documentation that is not expressly permitted by this Agreement shall cause irreparable injury to the Licensors and that the Licensors shall be entitled to immediate injunctive relief from any court of competent jurisdiction restraining and enjoining any such use, without the necessity of posting any bond or other security for such relief.

8. MISCELLANEOUS

- 8.8 Neither the Licensee nor the Licensors shall use the name of the other in any publicity release, advertising or similar activity without the prior written consent of the other, except that the Licensee hereby consents to allow Licensors to include the Licensee in the Licensors' client list which it may, from time to time, publish and use in conjunction with its marketing efforts, provided that such use does not violate any government security or disclosure regulations.
- 8.9 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Licensors. Neither this License Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by the Licensee without the prior written consent of the Licensors.
- 8.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 8.11 All disputes arising out of or relating to this Contract (or any non-contractual obligations arising out of or in relation to this Contract) shall be submitted to the exclusive jurisdiction of the English courts.
- 8.12 Any notices required to be given under this Agreement shall be given in writing, shall be addressed to the other Party at the address stated above, and shall be sent by courier service to the other Party, to the attention of the Chief Executive Officer, Managing Director, and/or Commercial Director of the other Party.
- 8.13 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and no claimed modification or amendment of this Agreement shall be valid or enforceable unless reflected in a writing signed by all Parties.