



Special Terms and Conditions of SITA Airport IT GmbH for standardised IT, telecommunication and service solutions

(Last updated: June 2018)

A. Scope of application

These Special Terms and Conditions apply to standardised IT, telecommunication and service solutions between SITA AIRPORT IT GmbH, Parsevalstr. 7a, 40468 Düsseldorf, Germany (SAIT) and businessmen, legal entities under public law or special funds under public law (customer). The General Terms and Conditions of SAIT for IT and service solutions to customers, available at www.sita-airport-it.aero/en/general-terms/ (GTC), apply in addition to these Special Terms and Conditions. In the event of any ambiguities or inconsistencies, these Special Terms and Conditions take precedence over the TCs.

B. Special provisions for telecommunication services, the granting of Internet access as well as the rental of network ports and Common Use Terminal Equipment (CUTE)

1. Telecommunication services; general conditions for renting telecommunication connections

Within the framework of the existing technical and operational possibilities, SAIT enables the customer to use the telecommunication services and facilities to a reasonable extent. The customer's right to permanent availability of all services and functions, especially the availability of lines connected to external networks, is not guaranteed. However, SAIT shall dimension and maintain the systems and facilities required for providing the agreed services so that all of the usually expected resource requirements of all customers can be met. The customer is not authorised to use the telecommunication services of SAIT as a provider of telecommunication services for the public.

Within the scope of use, calls within SAIT's own network are compensated for on a flat-rate basis in the agreed payments. Certain outgoing domestic and international calls to external telecommunication networks are additionally invoiced based on the costs incurred through the use of external telecommunication networks. A telecommunication network is set up, changed or cancelled only against payment and requires a written order. The rental fees for the telecommunication networks and the fees for domestic and international calls, telegrams etc. are invoiced monthly.

During payment default by the customer, SAIT is entitled to restrict or withhold its services as appropriate, especially blocking telecommunication connections for outgoing communications, although emergency calls (110/112) remain accessible. The prerequisite for all restrictions is that the customer is in default with payment obligations with a significant amount due and SAIT has warned the customer of its intended action with a minimum of two weeks notice in writing.

SAIT provides the customer with telecommunication connections for rental. The customer has no claim to telecommunication connections of a particular type and version.

Unless otherwise agreed, only telecommunication end devices (terminals) that are also rented by SAIT may be connected to the telecommunications system of SAIT. If the customer uses its own telecommunications systems or rents them from third parties, SAIT provides connections without terminals.

The customer is responsible for the proper operation of the rented telecommunication terminals. It must protect them from loss and damage and ensure that they are not misused in any way, including by third parties. These conditions apply accordingly to the customer's own telecommunication systems or those rented from third parties. Furthermore, the customer is responsible for ensuring that the conditions for the rental of telecommunication connections are also adhered to by the people to whom it supplies rented terminals for operation.

In the case of telecommunication terminals not rented from SAIT, the renter themselves is responsible for obtaining approval. If faults in the renter's own systems or systems rented by third parties originate from the telecommunications system of SAIT or other systems (e.g. radio installations), SAIT is entitled to decommission the system concerned.

Rented telecommunication connections may not be changed by the customer independently or provided with additional devices. The customer's own telecommunications systems and additional equipment or those rented by third parties may only be connected with the prior consent of SAIT and then only when they have consent from the regulatory authorities for telecommunication and post.

Loss, damage or faults of rented telecommunication connections and terminals are to be reported to SAIT immediately. Unless it can provide evidence that it is not responsible, the customer shall compensate SAIT for claims resulting from loss or damage.

It is important to note that the termination of telecommunication connections should be carried out separately from terminations of rented rooms.

2. Rental of network ports

SAIT provides the customer with network ports. These are either interconnected to a Local Area Network (LAN) or executed as a point-to-point connection between two network ports.

SAIT permits the use of network ports for exclusive use by the customer. In particular, the customer is not entitled to sublet these rented objects in whole or in part, or to surrender their use to third parties in another way.

In every case, SAIT is entitled to refuse consent to subletting with good cause.

Use is subject to separate contractual arrangements limited to one end device for each port (e.g. PC, printer, or similar). The connection of multiple port distributors (e.g. hubs, switches, WiFi access points, routers) to one of the ports rented from SAIT for connecting several end devices is impermissible and requires the customer to additionally pay to SAIT the full monthly port rental fee for every additionally provided connection option. Furthermore, the use of ports for the purpose of using telecommunication services (e.g. VoIP) is impermissible.

The responsibility of SAIT ends at the network port connection box in each case.

All changes or extensions to the connected network port are only made against payment and require a written order as well as the written consent of SAIT. SAIT will only refuse consent with good reason. Significant reasons in particular include exceeding the permissible thermal load as well as the fact that no suitable network infrastructure is available. Every alteration of the cable guide as well as the patching of the network ports may also exclusively be carried out by SAIT.

During a payment default by the customer, SAIT is entitled to restrict or withhold its services appropriately, especially blocking network ports. The prerequisite for all restrictions is that the customer is in default with payment obligations with a significant amount due and SAIT has warned the customer of its intended action with a minimum of two weeks notice in writing.

SAIT will keep the network ports and the associated connection facilities in roadworthy condition. The costs for maintenance, repair and overhaul are borne by SAIT.

The servicing and maintenance of the network ports (maintenance period Mo-Fr 22:00 - 5:00) as well as the associated connection facilities are included in the rental price.

3. Granting Internet access

SAIT gives the customer access to the Internet. To do so, SAIT takes care of the exchange of data from and to the partial networks of the Internet for the customer via the local data network it operates. SAIT provides the customer with network ports as well as transitions to other IP networks. The customer has no claim to the establishment or the further operation of certain transitions. The service of SAIT is restricted solely to the exchange of data communication initiated by the customer between the network port assigned to the customer and the transition point of SAIT to the Internet. An influence of SAIT on the data exchange outside of its own local network is not possible for SAIT, which is why a successful forwarding of information in this respect from or to the target computer addressed by the customer is not the subject of this contract.

Among other things, the transmission rate while using the Internet is dependent on the network load, the transmission rate of the selected server, the number of users currently logged in and the encryption process used by the customer. The connection type, the number and locations of the network ports for Internet access and the connection bandwidths are derived from the individual agreement with the customer in the service

contract. SAIT permits the use of Internet access exclusively for the purpose described in more detail in the service contract.

SAIT is entitled to carry out maintenance work. During maintenance work, Internet access is not available. The customer is informed of the maintenance work in good time.

The responsibility of SAIT ends at the network port connection box in each case. It is up to the customer to prepare a suitable end device for Internet use (hardware with corresponding software) and connect it to the network port assigned to it by SAIT. The details of the customers resulting necessary cooperation services are derived from the offer.

The contents transmitted while preparing Internet access are not subject to inspection by SAIT, especially not in terms of whether they contain malicious software (e.g. viruses, worms, Trojans, diallers etc.). It is solely up to the customer to meet corresponding safety precautions for the end devices used by the customer for Internet access.

The customer meets the precautions expected of it in order to prevent unauthorised access of third parties to the data network of SAIT using the customers end devices. The customer will only use end devices that meet the state of the art and the relevant legal and official regulations in this respect. The customer will follow the safety instructions of the end device manufacturers.

- The customer will not misuse the Internet access. In particular, it will not:

- disrupt, modify or damage the data network of SAIT or other networks,

- transmit chain letters, unlawful advertising mail or other nuisance messages (spam), or viruses, worms or Trojans,

- transmit or refer to contents that contain defamatory statements or other illegal or immoral, racist or violent contents, or that may harm SAIT's reputation.

- violate criminal law and youth protection regulations, and

- it will observe the rights of third parties such as copyright and trademark laws.

If the customer violates the obligations stated in the previous paragraph, SAIT is entitled to take all necessary measures to eliminate misuse, especially access to the offer concerned at all times without prior notification. Furthermore, SAIT is entitled to restrict or withhold its services appropriately during a payment default of the customer, especially blocking Internet access. The prerequisite for all restrictions is that the customer is in default with payment obligations with a significant amount due and SAIT has warned the customer of its intended action with a minimum of two weeks notice in writing.

4. Providing CUTE

As an authorised company of Flughafen Düsseldorf GmbH, SAIT provides the renters and tenants on the grounds of Düsseldorf airport with Common Use Terminal Equipment. The connection type, number and locations, the necessary network ports for the connection of the CUTE as well as the service levels are derived from the offer.

SAIT permits the use of CUTE for exclusive use by the customer for the purpose described in detail in the contract. In particular, the customer is not entitled to sublet the rented object in whole or in part, or to surrender its use to third parties in another way. In every case, SAIT is entitled to refuse consent to subletting with good cause.

CUTE equipment is set up, changed or cancelled only against payment and requires a written order.

During a payment default of the customer, SAIT is entitled to restrict or withhold its services appropriately, especially blocking connections/accesses to the CUTE equipment. The prerequisite for all restrictions is that the customer is in default with payment obligations with a significant amount due and SAIT has warned the customer of its intended action with a minimum of two weeks notice in writing.

SAIT will keep the CUTE equipment and the associated connection facilities in roadworthy condition. The costs for maintenance, repair and overhaul are borne by SAIT.

The servicing and maintenance of the CUTE equipment (maintenance period Mo-Fr 22:00 - 5:00) as well as the associated connection facilities are included in the rental price.

C. Miscellaneous

1. Remote services

With the commissioning of remote services

- the customer permits SAIT to access the customers systems remotely and process and save product data for remote monitoring, administration and maintenance of the systems. This data will be treated by SAIT as confidential information of the customer and only passed on if the customer permits SAIT to pass it on for the fulfilment of this agreement.

- the customer undertakes to procure or maintain a bridge or gateway approved by SAIT at its own expense, which is suitable for the systems or networks concerned, and

- the customer bears all telecommunication and Internet access costs in connection with the remote services.

If the customer does not commission, approve or enable remote services in connection with SAITs services, SAIT is entitled to charge additional costs for services that SAIT otherwise would not provide as a remote service, or to refuse certain services.

2. Support of customers systems

System support is carried out in the business premises of the customer for the systems (Incorporated systems) stated in the respective individual contract. The customer will inform SAIT in writing about the new set-up location at least 30 days before a change in location of the Incorporated Systems. In the case of a more than insignificant spatial transfer of the Incorporated Systems, SAIT is entitled to terminate the contract with effect from the time of the change in location. For continued support, SAIT is entitled to demand an appropriate adjustment of the agreed payments and/or necessary adjustments of the contractually owed services. An inspection and recertification for agreement with the quality requirements of SAIT may also become necessary for continuing support for transferred systems for which the respectively applicable SAIT hourly rates and material rates will be charged.

The customer is obligated to carry out routinely preventative maintenance and cleaning work on the systems supported by SAIT. Before the customer requests support from SAIT, it first of all carries out the respective procedures and measures for error analysis itself, which are communicated or provided by SAIT in some other way. If these efforts to rectify errors fail, the customer will inform SAIT immediately. The customer will introduce and maintain a process outside of the Incorporated Systems for restoration of lost or modified files, data or programs.

Hardware and software support may only be requested by employees of the customer that have the necessary expertise and training to be able to diagnose and rectify hardware and software errors under the instruction of SAIT and that are mentioned by name as contacts by the customer to SAIT.

With a written communication to SAIT, the customer can demand the supplementation of an individual contract by additional systems for a period corresponding to the term of the individual contract. At least the respectively agreed payments are additionally incurred for each system for this. SAIT can only refuse the extension with good cause. The additional systems may then be checked by SAIT as to whether progressing cost implications or performance restrictions arise from their additional incorporation. SAIT transmits to the customer an additional order confirmation from which the additionally Incorporated Systems and the associated additional

payments result. The contract extension enters into force under the conditions of the additional order confirmation if the customer does not object to the additional order confirmation within 7 days after access.

SAIT is not obligated to provide the services if

- a) the systems have been used improperly or incorrectly, or the error was caused by an accident for which SAIT is not responsible or by gross negligence of the customer or a third party,
- b) changes, modifications or repair attempts have been made on the systems by staff not authorised by SAIT,
- c) the errors resulted from causes outside of the system, e.g. from non-compliance of the operating conditions prescribed by the manufacturer,
- d) the Incorporated Systems are used in conjunction with systems, software or other products that were not delivered by SAIT or whose use SAIT has not expressly approved in writing in the specific configuration,
- e) the errors were caused by a change in location of the Incorporated Systems or an attempt to change location, or
- f) the software or the systems do not have the minimum configurations or release levels prescribed by SAIT that are required to reliably operate an Incorporated System or install spare parts, patches, software updates or follow-up releases. Support that is provided due to such a process is only provided upon special agreement and charged separately from the respectively applicable SAIT hourly and material rates.

3. On-site materials

The customer will keep all tools, parts, spare parts, products and materials of SAIT stored in the customers business premises that are not passed into the ownership of the customer (on-site materials) separate from its other assets, secure them and label them as the property of SAIT.

The on-site materials may exclusively be used by persons from SAIT with prior written authorisation for fulfilling the purposes of the contract. The customer owns no real rights to the on-site materials and may not grant any liens or security rights to the materials. The customer bears the risk of loss or decline of the on-site materials up until their return to SAIT.

Within ten days after termination or expiry of the corresponding individual order, the customer delivers all on-site materials relating to the specific individual order to SAIT together with a consignment note (freight prepaid and fully insured). There is no right of retention of the customer to the on-site materials.

4. Third-party products

If necessary the customer can request third-party products (external products) and SAIT can declare its consent to procure these external products in conjunction with the services provided by SAIT. In this case, the following provisions apply.

SAIT will procure the requested external products for the customer as a representative of a third-party supplier (supplier). All conditions from the procurement contract with the third-party supplier, including the provisions for rights in the event of defects or licence provisions (in the case of software) of the third-party manufacturer or importer apply directly between the customer and supplier. Should the external products accidentally not be procured by SAIT from the supplier expressly as a representative of the customer, SAIT authorises the customer to assert all corresponding rights directly to the supplier in its own name and the customer is obligated to accept and follow all conditions and restrictions from the procurement as being applicable between itself and SAIT according to Clause 2, and assert claims from defects directly from the supplier in accordance with the provisions under subsection b).

All orders for external products cannot be cancelled and the external products cannot be returned to SAIT. SAIT shall not be held liable

a) for delays arising from the delivery of external products and

b) SAIT assumes no obligation whatsoever in the event of defects and does not regularly carry out any on-going support or maintenance services on external products. However, unless otherwise agreed in a service description, SAIT will act as a connection point between the customer and the supplier in relation to claims arising for rights in the event of defects during the period of limitation.

c) SAIT is not liable for the constant compatibility of the SAIT products and the external products.

d) SAIT is not liable for patent and copyright violations or claims for damage in relation to external products.

In relation to external products, the customer is not entitled to any further rights against SAIT than SAIT is entitled to against the supplier.

All liability restrictions or customer rights restrictions described are only applicable to the extent legally permissible.