EN-ROUTE DATA SERVICES CONTRACT

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These terms and conditions govern the provision of En-Route Data Services to you. Please note that depending on the Services you have selected, additional terms and conditions may apply.

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1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions, unless the context otherwise requires, the following definitions shall apply:

Applicable Laws	means all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and all applicable industry standards and standards determined by any self-regulatory body which apply from time to time to the person or activity in the circumstances in question;
Change Request	means any change to any Services defined in the Contract requested by either Party in writing, setting out a summary description of the change, the reason for making the change and an indication of each anticipated consequential change;
Commencement Date	means, in respect of each individual element of the Services as provided for in the Contract, the date as set out in the relevant NERL Data Services Order Form in relation to the Service on which the relevant Services are to commence;
Confidential Information	means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one Party (the "Disclosing Party" to the other Party (the "Receiving Party") which is clearly designated as 'confidential' or which ought reasonably to be considered to be confidential, including but not limited to, information relating to the business affairs, developments, trade secrets, know how, products, operations, processes, plans, product information, market opportunities, Personnel and suppliers, of a Party and any other information;
Contract	means the contract between NATS and the Customer comprising of the NERL Data Services Order Form and Schedules, the Clauses herein, and any Service Specific Terms & Conditions only;
Contract Price	means the price payable by the Customer to NATS for the specified Services as set out in the NERL Data Services Order Form, excluding VAT and other taxes;
Data Controller	shall mean the party that determines the purposes and means of the processing of Personal Data;
Data Processor	shall mean the party that is Processing the Personal Data on behalf of the Data Controller;

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Data Protection Legislation	means all Applicable Laws relating to privacy and/or the use of Personal Data including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party; in each case, as updated, amended or replaced from time to time;
Data Protection Particulars	means in respect of any Processing of Personal Data under the Contract, the particulars for the legal/lawful basis of such Processing, which, where applicable, shall be agreed by the Parties in the form of the template as set out at Schedule 3 of the NERL Data Services Order Form;
Deliverables	means any report, analysis, written work in final or interim form, software or any other output as specified in the relevant Service Specific Terms & Conditions delivered to the Customer in performance of the Services;
Dispute	means any dispute, difference or question of interpretation arising out of the Contract;
EU GDPR	means European Union General Data Protection Regulation, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
Force Majeure Event	means any act, event, omission or accident beyond the reasonable control of the parties including (without limitation) acts of God, governmental act, war, directions of a government authority, health epidemic(s) or pandemic(s) as declared by the World Health Organisation, fire, flood or other natural disaster including (without limitation) volcanic eruption and any resulting presence of volcanic ash, explosion, civil commotion, lock-outs, strikes or other labour disputes or any delays or materials shortages caused or contributed to by sub-contractors or suppliers of NATS;
Group	shall have the meaning given to 'group undertaking' by s.1161(5) Companies Act 2006;
IPR	means rights in, and in relation to, any patents, petty patents, registered designs, design rights, trademarks, rights in domain names, trade and business names (including all goodwill associated with any trademarks or trade or business names), copyrights, moral rights, rights in databases, topography rights and utility models (including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing), trade

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	secrets, confidential information and other proprietary rights in data and information, (including rights to know how and other technical information rights in the nature of unfair competition rights and rights to sue for passing off) and all other intellectual or industrial property rights of any nature whatsoever in or relating to the Services or any Deliverables for their full term (including any extensions or renewals thereof) and wherever in the world enforceable;
Logical Security	means software safeguards for NATS' systems or, where relevant, NATS' Customer's systems, including but not limited to, user identification and password access, authenticating, access rights and authority levels;
Loaned Equipment	means any equipment loaned to the Customer by NATS for the purposes of allowing the Customer to receive the Services as further specified in the relevant Service Specific Terms & Conditions;
Mandatory Clauses	means either the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses for international transfers (in each case issued under section 119A of the Data Protection Act 2018);
Measure	means technical and organisational protections against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data which takes into account (a) the level of risk; and (b) the state of technological development, and (c) the cost of implementing any protections;
NATS	means NATS (En Route) PLC ("NATS" and/or "NERL"), a company incorporated in England and Wales with registered number 4129273, whose registered office is at 4000 Parkway, Whiteley, PO15 7FL;
Permitted Purpose	means the Customer shall have the right to, and agrees that it will, use NATS' Confidential Information and/or Deliverables delivered, disclosed or produced as part of the Services solely for the purpose as described in the relevant Service Specific Terms & Conditions relating to the Services under the heading 'Permitted Purpose', except as may be otherwise specified in a separate definitive written agreement negotiated and executed between the Parties;
Personal Data	shall mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

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Personnel	shall mean the employees, subcontractors, consultants, contractors, advisers, officers or similar of a Party;
Physical Security	means security measures designed to protect Personnel and property, such property including but not limited to, hardware, software, networks and data, from unauthorised access and from actions and events that could cause loss or damage;
Pre-Existing Event	means a Force Majeure Event which existed prior to the Commencement Date (including but not limited to COVID-19 and/or other any health epidemic(s) or pandemic(s) as declared by the World Health Organisation), the impact of which was not known or was not accounted for in the Contract, in particular the Contract Price, and for which flexibility is strictly required as an unavoidable and direct consequence of such pre-existing Force Majeure Event, particularly in respect of any associated national, international or corporate travel restrictions or other working practices adopted to mitigate such Force Majeure Events that may subsequently be in force or implemented;
Price per Annum	means the individual price for the specific services as set out in the NERL Data Services Order Form, charged annually;
Processing and/or Process	shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
Prohibited Act	shall mean committing any offence: (i) under the Bribery Act 2010; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts in relation to the Contract;
Schedules	means the schedules attached to the NERL Data Services Order Form;
Service Specific Terms & Conditions	means any additional terms and conditions which apply to a specific Service as listed in the NERL Data Services Order Form, a copy of which can be found on NATS' Website – www.nats.aero/do-it-online/nerl-data-services;
Services	means all services which NATS are required to supply and/or carry out pursuant to the NERL Data Services Order Form and any relevant Service Specific Terms & Conditions;
Special Terms	means terms set out in the NERL Data Services Order Form which are particular to the Services under the NERL Data Services Order Form and

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	require an addition to or a change of these terms and conditions or any Service Specific Terms & Conditions;
Term	means a perpetual period starting on the Effective Date until terminated in accordance with the Contract or otherwise in accordance with law;
UK GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
VAT	means value added tax payable under the Value Added Tax Act 1994 or equivalent sales duty and any substituted or additional tax or duty applicable from time to time to sales or supplies of the Services; and
Working Day	means a day (other than Saturday, Sunday or public holiday) on which banks in the City of London are generally open for business.

1.2 Unless otherwise stated references to Clauses are to Clauses in the Contract.

1.3 References to any Party shall, where relevant, be deemed to be references to or to include, as appropriate and permitted, their respective lawful successors, assigns or transferees.

1.4 The headings used in the Contract are for convenience only and shall not affect interpretation of the Clauses.

1.5 References to the plural include the singular, references to the male include female and vice versa where applicable.

1.6 Reference to any enactment, regulation or other statutory instrument shall be construed to include any subsequent amendments or re-enactments of them or their replacements.

1.7 In the Contract (unless the context otherwise requires);

1.7.1 the wordings “including” and “include”, and words of a similar effect shall not be deemed to limit the general effect of the words which precede them;

1.7.2 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;

1.7.3 obligations undertaken by the Customer where it comprises of more than one person shall be deemed to be made by them jointly and severally; and

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1.7.4 words importing persons shall include firms, companies and bodies corporate and vice versa.

2 THE PROVISION OF SERVICES

2.1 In consideration of the Customer paying the Contract Price and in accordance with the assumptions, exclusions and dependencies as set out in the NERL Data Services Order Form, NATS undertakes to supply the Services to the Customer on the terms and conditions set out in the Contract.

2.2 Unless stated otherwise, in the event of any conflict or inconsistency between the terms in the main body of these terms and conditions, the NERL Data Services Order Form and any other document forming part of the Contract, the following order of precedence shall apply:

2.2.1 the Special Terms;

2.2.2 the Service Specific Terms & Conditions;

2.2.3 the terms and conditions set out herein;

2.2.4 the NERL Data Services Order Form; and

2.2.5 any other document referred to in the Contract.

2.3 These terms and conditions herein shall apply to all purchases of Services by the Customer from NATS. Unless agreed otherwise by the Parties in writing, any additional or conflicting terms set out in any purchase order, online portal, or other document submitted by the Customer relating to the purchase of Services under the Contract shall be null and void.

3 TERM

3.1 The Contract shall remain valid for the duration of the Term unless terminated in accordance with the provisions set out under Clause 14.

4 NATS' OBLIGATIONS

4.1 NATS shall provide the Services to the Customer with the standard of reasonable skill and care set out in Clause 11.5 and in accordance with the Contract. Time is not of the essence in relation to the provision of the Services. The Services shall be provided by the times for delivery specified in the Contract or otherwise agreed in writing by the Parties. Unless otherwise expressly agreed between the Parties, NATS may affect delivery in one or more instalments.

4.2 NATS shall provide the Services at the location or locations specified in the relevant NERL Data Services Order Form or at the registered address of the Customer where no location is specified. For the avoidance of doubt, in the event of non-physical Deliverables, NATS are permitted to provide such Deliverables via appropriate electronic means.

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4.3 NATS shall not be liable for any failure to provide the Services to the Customer where such failure is due to or as a result of the Customer not complying, fully or partly, with its obligations under the Contract.

4.4 NATS may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services, NATS may supply oral, draft or interim advice or reports or presentations but in such circumstances written advice or a final written report shall take precedence.

4.5 NATS shall be under no obligation in any circumstances to update any advice, report or any other product of the Services, oral or written, for events occurring after the advice, report or product concerned has been delivered by NATS to the Customer in final form.

4.6 NATS shall not, unless previously agreed in writing with the Customer, for a period of no less than six (6) months after the later of the termination or expiry of the Contract directly or indirectly solicit or entice away any employee of the Customer who is or has been engaged in working on the Contract, whether by making an offer of employment or otherwise except for in the ordinary course of advertising vacancies within its business where all applicants will be treated equally.

4.7 NATS will notify the Customer of any incident that impacts or that could impact upon the Customer's Physical Security or Logical Security within two (2) hours of NATS first becoming aware of such incident. NATS shall notify the Customer of any other relevant incidents pursuant to this Clause within 24 hours of first becoming aware of such incident.

4.8 NATS shall ensure that good cyber security practice is followed and shall comply with ISO 27001. These shall include, but are not restricted to, the use of malware protection, access control, user security training and strong password management. Data and systems shall be classified with the appropriate protection applied, including where necessary network segmentation.

4.9 Where any access to the sites of the Customer or any of its clients is necessary in connection with the performance of the Services, NATS shall (and will procure that NATS' Personnel):

4.9.1 only enter such sites for the purpose of performing the Contract;

4.9.2 obtain any necessary permission to proceed from the Customer and complete any required Customer induction training before commencing work at such sites; and

4.9.3 at all times comply with any security and health and safety regulations currently in force at such sites, as notified to NATS from time to time, including any security policies required by the Customer for specific tasks or activities.

4.10 The Customer may give notice to NATS requiring the removal of any NATS Personnel from the sites of the Customer or its clients if in the reasonable opinion of the Customer their performance or conduct is or has been unsatisfactory or such that NATS Personnel have failed to comply with the provisions of this Clause. On receipt of such a request, NATS shall promptly remove the relevant NATS

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Personnel and shall replace them as soon as reasonably practicable with a suitably qualified and competent replacement, unless a replacement is unnecessary.

4.11 NATS shall (and will procure that its Personnel) where appropriately required:

4.11.1 obtain any security clearances required to perform the Contract and provide such evidence as the Customer may reasonably require to verify that the security clearances are in place;

4.11.2 manage all security clearances sponsored by NATS in accordance with the relevant obligations imposed by the issuing authority;

4.11.3 comply with the Customer's reasonable security policies and requirements when attending a site and which have been provided to NATS in advance of starting work;

4.11.4 inform the Customer as soon as reasonably practicable when it becomes aware of any breach by NATS' Personnel of any secrecy or security obligation relating to the Contract; and

4.11.5 provide reasonable co-operation with any investigation relating to breaches of secrecy or security in relation to the Contract.

5 CUSTOMER'S OBLIGATIONS

5.1 The Customer shall provide such co-operation, assistance, equipment and facilities as are specified in the Contract, or as NATS reasonably requires, for the provision of Services.

5.2 To enable NATS to perform the Services, the Customer shall supply promptly all information and access to all relevant documentation in its possession, custody or under its control and to Personnel under its control where reasonably required by NATS.

5.3 The Customer shall ensure that it shall comply with all relevant security, health and safety policies and regulations and, where applicable, NATS' policies when on a NATS site.

5.4 The Customer shall follow the NATS protective marking scheme for all NATS related documents. Details of such scheme can be found on the NATS website: https://www.nats.aero/about-us/suppliers/information-handling.

5.5 The Customer shall ensure that, where Services are to be provided at the premises of the Customer or a third party, or the nature of the Services is such that it is likely to be more efficient for NATS to perform work at the Customer's or a third party's premises or using the Customer's or a third party's computer systems (including internal access) or telephone networks, all arrangements are made for access, security procedures, virus checks, facilities, licences or consents as may be reasonably required for NATS to perform the Services, and any equipment to be provided by the Customer or a third party and the premises concerned will be available when they are required and of an adequate standard to facilitate the satisfactory performance shall be the Services at no cost to NATS.

5.6 The Customer will notify NATS of any incident that impacts or that could impact upon NATS' Physical Security or Logical Security within two (2) hours of the Customer first becoming aware of such

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incident. The Customer shall notify NATS of any other relevant incidents pursuant to this Clause within 24 hours of first becoming aware of such incident.

5.7 The Customer shall ensure that good cyber security practice is followed. This shall include, but is not restricted to, the use of malware protection, access control, user security training and strong password management. Data and systems shall be classified with the appropriate protection applied, including where necessary network segmentation.

5.8 If, in the provision of Services NATS Personnel visits any of the Customer's sites or a third party's sites at the request of the Customer or as a requirement in the provision of the Services, then the Customer shall be responsible for the provision of a safe working environment (including the provision of safety, health and environmental information regarding the site's equipment and processes on which NATS' Personnel are to work) and shall advise NATS' Personnel of the rules and regulations applying to the sites on which they work.

5.9 The Customer shall not, unless previously agreed in writing with NATS, for a period of no less than six (6) months after the later of the expiry or termination of the Contract directly or indirectly solicit or entice away any employee of NATS or NATS Group who is or has been engaged in providing the Services, whether by making an offer of employment or otherwise except for in the ordinary course of advertising vacancies within its business where all applicants will be treated equally.

5.10 Where at any time during the Term either Party or any of its or its assets is subject to any form of bankruptcy, winding up, dissolution, administration, administrative or other receivership, moratorium, insolvency proceedings, voluntary or other arrangements with creditors, enforcement of security, legal process, distress or repossession or anything similar outside England and Wales, it shall notify the other Party immediately in writing.

5.11 Notwithstanding NATS' duties and responsibilities in relation to the Services, the Customer shall at all times retain responsibility and accountability for:

5.11.1 the management and conduct and operation of its business affairs; and

5.11.2 deciding on and ensuring its use and implementation of the Services and Deliverables does not go beyond the Permitted Purpose; and

5.11.3 ensuring it complies with the specific customer obligations as set out in the Contract.

6 LOANED EQUIPMENT

6.1 Where the Customer requires Loaned Equipment, the following Clauses 6.2 to 6.5 shall apply.

6.2 The Customer shall ensure that the Loaned Equipment is kept safe and secure at all times and is maintained in the same condition as it was in when delivered to the Customer by NATS.

6.3 If requested by NATS, the Customer shall on demand immediately return the Loaned Equipment to NATS at the Customers' cost or make the Loaned Equipment available for collection by NATS (or a such other person as NATS shall identify to the Customer).

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6.4 Risk for the Loaned Equipment passes to the Customer on delivery of the Loaned Equipment to the Customer and passes back to NATS on the receipt by NATS of the Loaned Equipment (where the Customer is returning the Loaned Equipment), or the collection by NATS of the Loaned Equipment (where the Customer has been asked to make the Loaned Equipment available for collection).

6.5 Title to the Loaned Equipment (whether separate and identifiable or incorporated in or mixed with other goods) remains with NATS at all times.

7 PAYMENT TERMS

7.1 The Customer shall pay to NATS the Contract Price as set in the NERL Data Services Order Form.

7.2 Unless otherwise agreed between the Parties in writing, NATS shall be entitled to invoice the Customer quarterly in advance.

7.3 NATS shall be entitled to increase the Contract Price with effect from the 1 April each year by the percentage increase (if any) in prices as identified by the annual percentage change in Consumer Prices Index – All Items Index ("CPI") as published by the Office for National Statistics (ONS) in the United Kingdom for the calendar year immediately preceding the anniversary date of the Contract. Any such increase shall be calculated to one decimal place. NATS shall notify the Customer in writing of the applicable adjustment to the Contract Price to apply from the following 1 April.

7.4 All invoices submitted by NATS shall quote the Customer's purchase order number, where such number has been provided. The absence of a purchase order number shall not prevent NATS from submitting invoices for amounts properly due under the Contract. NATS shall submit all invoices for work carried out under the Contract by email to the invoice address provided or via the Customer's electronic invoicing system, provided that the Customer reserves the right to require NATS to submit all invoices via its electronic invoicing system.

7.5 NATS shall submit a valid VAT invoice for each instalment of the Contract Price payable under the Contract in accordance with Clauses 7.3 and 7.4 together with any supporting documents that are reasonably necessary to check the invoice.

7.6 Payment will be due within 30 days of the date of NATS' invoice submitted in accordance with this Clause 7.

7.7 Unless otherwise specified in the relevant NERL Data Services Order Form, all payments will be made by electronic transfer to:

NATS (En Route) PLC
Barclays Bank PLC
Account number: 60453137
Sort Code: 20-00-00

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7.8 Unless otherwise specified in the relevant NERL Data Services Order Form, NATS shall (if applicable) add to the price of the Services, and the Customer shall pay, an amount equal to any VAT subject to receipt of a valid VAT invoice.

7.9 No payment will be deemed to have been received until NATS has received cleared funds.

7.10 All payments will be made without any withholding, deduction, set-off or counterclaim. If the Customer is required under any Applicable Laws to withhold or deduct any amount from the payments due to NATS, the Customer shall increase the sum it pays to NATS by the amount necessary to yield NATS an amount equal to the sum it would have received if no withholdings or deductions had been made.

7.11 Where payment of any invoice or any part of an invoice is not made in accordance with Clauses 7.1 and 7.6, NATS, without prejudice to its other rights under the Contract or in law, shall be entitled to charge interest on the outstanding amount for the period from and including the due date for payment up to the date of actual payment (both before and after judgment) at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998.

7.12 Unless otherwise agreed in writing by the Customer in advance, any travel and/or subsistence expenses are expressly excluded and shall not be chargeable to the Customer. In the event that the Customer agrees to reimburse NATS for travel and subsistence expenses under the Contract, the Customer shall only be responsible for reimbursing reasonable expenses properly and necessarily incurred by NATS in the course of providing the relevant Services, subject to NATS providing to the Customer receipts or other appropriate evidence of such expenses having been properly incurred in the course of the provision of the relevant Services.

7.13 Except where such termination is due to a Force Majeure Event, if any specific Services are terminated or suspended, NATS shall be entitled to payment for reasonable outlays incurred to that time (subject to NATS providing evidence to the Customer of such outlays) and to payment of fees (plus VAT where appropriate) for any work done and/or Services delivered.

8 CHANGE CONTROL TO THE SERVICES

8.1 Either Party may at any time propose changes to the Services detailed in the NERL Data Services Order Form in accordance with this change control procedure.

8.2 If a Party (the "**Requesting Party**") wishes to propose changes or additions to the Services, it shall:

8.2.1 Notify the other Party in writing (the "**Requested Party**") setting out the proposed changes to the Services with all such details as would be required to enable the other Party to evaluate the impact that the proposed change will have;

8.2.2 the Requested Party shall consider the Change Request in good faith and shall make enquiries (where necessary) of the Requesting Party to gather any additional information it may require to evaluate whether the Requested Party can accommodate the Change Request;

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8.2.3 the Requesting Party shall respond to all enquiries of the Requested Party promptly and in any event within 2 Working Days of receiving an enquiry;

8.2.4 where the Requested Party is willing and able to accommodate the Change Request NATS shall issue a revised NERL Data Services Order Form setting out the amendments to be made to the Services and incorporating the change (whether an increase or a decrease) to the Contract Price;

8.2.5 Upon being signed by both Parties the revised NERL Data Services Order Form shall become binding and supersede all previous versions; and

8.2.6 the Parties shall use reasonable endeavours to agree the Change Request amendment within two weeks following receipt of the Change Request.

8.3 If the Parties cannot agree the Change Request, the Parties will continue performance in accordance with the Contract as though a Change Request had not been made and either Party may refer the matter to be a dispute in accordance with Clause 16.

8.4 The Parties agree to pay their own reasonable costs in relation to the Change Request. Where a Change Request amendment is accepted and signed by both Parties, NATS shall be entitled to recover its reasonable costs incurred in the negotiation, preparation, executions and implementation of the Change Request amendment.

8.5 Where significant effort is required to respond to a Change Request, then NATS will provide a rough order of magnitude ("ROM") and the expected cost to be incurred by NATS to be able to provide a full response. The Parties will mutually agree which Party is to bear this expected cost to be incurred or whether this should be equally borne by both Parties.

8.6 Notwithstanding the foregoing, any Change Request which in the opinion of NATS does not have a consequential impact either directly or indirectly on the Contract Price shall be deemed to be a minor change and the Change Request can be accepted upon both Parties signing and dating the Change Request. A Change Request Amendment shall not be issued, and the change shall take effect immediately upon signature of the Change Request.

9 CONFIDENTIALITY

9.1 During the Term of the Contract and after termination or expiry of the Contract for any reason, each Party shall:

9.1.1 not use Confidential Information for a purpose other than the performance of its obligations under the Contract;

9.1.2 not disclose Confidential Information to any person except with the prior written consent of the other Party or in accordance with Clauses 9.2 and 9.3; and

9.1.3 make every effort to prevent the use and disclosure of Confidential Information.

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9.2 During the Term, each Party may disclose Confidential Information to any of its Personnel ("**Recipient**") to the extent that such disclosure is reasonably necessary for the purposes of the Contract and NATS may disclose such information to the director's officers and employees of any company within the NATS Group.

9.3 Before disclosure of Confidential Information to a Recipient, both Parties shall ensure that such Recipient is made aware of and complies with the obligations of confidentiality under the Contract as if the Recipient were a Party to the Contract.

9.4 Clauses 9.1 to 9.3 do not apply to Confidential Information which:

9.4.1 is at the date of the Contract or becomes at any time after that date publicly known other than by the receiving Party's or Recipient's breach of the Contract; or

9.4.2 can be shown by the receiving Party to the disclosing Party's satisfaction to have been known by the receiving Party before disclosure by the disclosing Party; or

9.4.3 is or becomes available to the receiving Party otherwise than pursuant to the Contract and free of any restrictions as to its use or disclosure; or

9.4.4 is required to be disclosed by law, other than pursuant to Clause 9.5 below, provided that the receiving Party provides the disclosing Party with reasonable notice prior to disclosure and does not disclose any information under Clause 9.5.3 where a statutory exemption applies.

9.5 Notwithstanding Clause 9.4.4 above, if either Party receives a request for information relating to Confidential Information under the Freedom of Information Act 2000 ("**FOIA**") or other statute that Party shall:

9.5.1 notify the other Party of the request;

9.5.2 consult with the other Party before responding to any request; and

9.5.3 not release the information if the FOIA or other statute does not apply to that information or request, or if it is possible to apply an exemption under the FOIA or other statute.

9.6 At a Party's request, where Confidential Information of such Party is no longer required by the other Party for it to perform its obligations under the Contract, the other Party shall, in accordance with the request, either return the Confidential Information or dispose of it securely.

9.7 The Customer shall ensure that any departing Personnel (i) returns all Confidential Information to the Customer; and (ii) is reminded in writing of their ongoing compliance with their confidentiality obligations (as referred to above).

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10 INTELLECTUAL PROPERTY

10.1 Nothing in this Clause 10 will affect the IPR in any Deliverables, Services, works, designs, drawings, written material and software which:

10.1.1 is vested in or owned by third parties; or

10.1.2 was in existence prior to the Commencement Date.

10.2 Each Party acknowledges and agrees that all rights, title and interest (including without limitation all IPR) in:

10.2.1 NATS' IPR is owned by or licensed to and shall remain vested in or licensed to NATS; and

10.2.2 The Customer's IPR is owned by or licensed to and shall remain vested in or licensed to the Customer.

10.3 Unless otherwise explicitly agreed between the Parties, all rights, title and interest (including without limitation all IPR) in any and all ideas, concepts, designs, data, information, documentation, materials in any form (including but not limited to electronic form) created, conceived, prepared, made or developed pursuant to the Contract shall belong exclusively and absolutely to NATS and the Customer shall, at no cost to NATS, execute (and/or procure the execution of) such further deeds and documents and do all such acts or things necessary or desirable to give full effect to the intent of this Clause 10.3.

10.4 Subject to full payment of all sums owing under the Contract, NATS shall grant the Customer a non-exclusive, perpetual, non-transferable, royalty-free licence to use, for the Customer's own internal business purposes only, such of NATS' IPR as is necessary for the Customer to use the Deliverables and enjoy the Services. For the avoidance of doubt, NATS shall be entitled to use, develop or share knowledge, experience and skills of general application gained through performing and delivering the Services to the Customer for the purposes of delivering services to the Customer or other clients.

10.5 The Customer hereby grants to NATS a non-exclusive, non-transferable, royalty-free licence to use the Customer's IPR for the purposes of carrying out the Services.

10.6 The Customer shall defend and indemnify NATS against all liabilities, claims, damages and expenses (including all reasonable legal fees) in relation to any infringement of IPR belonging to a third party which it may incur as a result of carrying out the Services in accordance with designs, specifications or materials provided by the Customer or using any other of the Customer's IPR. The Customer's liability to NATS in relation to this Clause 10.6 shall be subject to the limitation of liability in Clause 13.3.1.

10.7 NATS shall defend and indemnify the Customer against all liabilities, claims, damages and expenses (including all reasonable legal fees) in relation to any infringement of IPR belonging to a third party which it may incur as a result of using the Services in accordance with designs, specifications or materials provided by NATS or using any other of NATS' IPR. NATS' liability to the Customer in relation to this Clause 10.7 shall be subject to the limitation of liability in Clause 13.2

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11 WARRANTIES

11.1 NATS cannot guarantee the uninterrupted and continuous availability of the Services. The Services hereunder are thus provided on a reasonable endeavours and as available basis only. All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Services are excluded to the extent permitted by law.

11.2 NATS warrants that it has the rights to grant any licences as stated in the Contract.

11.3 The Customer warrants that it shall not use or implement, or allow to be used or implemented, any of the Services and Deliverables beyond the Permitted Purpose as set out in the relevant Service Specific Terms & Conditions.

11.4 Where data is provided as part of the Services, although NATS shall use reasonable endeavours to ensure that such data is reliable, no warranty, expressed or implied, is made regarding the accuracy, adequacy or completeness, of any data, either isolated or in the aggregate. The data is provided "as is". If you find any errors or omissions, we encourage you to report them to NATS and NATS shall reasonably attempt to resolve such errors as soon as practicable in accordance with the remedial provision as set out in the relevant Service Specific Terms & Conditions.

11.5 NATS warrants that it shall at all times exercise the standard of skill, care, professionalism and judgement as would be shown by a skilled, competent and experienced person providing a similar service or work when providing the Services.

12 INDEMNITIES

12.1 Subject to Clause 13.3, the Customer shall indemnify and keep indemnified NATS against:

12.1.1 any direct loss or damage to any property suffered by any NATS Group company as a direct result of the Customer's breach of the obligations under the Contract or its negligence;

12.1.2 any claim, action, proceeding brought or judgement obtained by a third party against any NATS Group company (including the reasonable costs or expenses incurred by any NATS Group company arising from such) which arises from any loss of or damage to the third party's property or any personal injury (including, but not limited to death) suffered by the third party's employees, sub-contractors or agents as a direct result of the Customer's breach of contract or negligence; and

12.1.3 any loss or damage suffered by NATS (or data subject) due to failure to comply with the Data Protection Legislation, including, in particular, all losses resulting from:

(a) any monetary penalties or fines levied by the Information Commissioner's Office ("ICO") on the other Party;

(b) the costs of an investigative, corrective or compensatory action required by the ICO; or

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(c) the defence of a proposed or actual enforcement taken by the ICO.

12.2 Subject to Clause 13.2, NATS shall indemnify and keep indemnified the Customer against:

12.2.1 any direct loss or damage to any property suffered by the Customer as a direct result of NATS' breach of the obligations under the Contract or its negligence; and

12.2.2 any claim, action, proceeding brought or judgement obtained by a third party against the Customer which arises from any loss of or damage to the third party's property or any personal injury (including, but not limited to death) suffered by the third party's employees, sub-contractors or agents as a direct result of NATS' breach of contract or negligence.

13 LIMITATION OF LIABILITY

13.1 Subject to the provisions in Clause 13.4 below, NATS is not liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non-supply or delay in supplying the Services or otherwise in connection with the Contract:

13.1.1 loss or damage incurred by the Customer as a result of third-party claims except for those stated in Clause 12.2.2 above; or

13.1.2 loss or damage to or corruption of data; or

13.1.3 loss of actual or anticipated profits; or

13.1.4 loss of business opportunity; or

13.1.5 loss of anticipated savings; or

13.1.6 loss of goodwill;

13.1.7 loss to reputation; or

13.1.8 any indirect, special or consequential loss or damage howsoever caused even if NATS was advised of the possibility of such loss or damage in advance.

13.2 Subject to Clause 13.4, the entire liability of NATS arising out of or in connection with the supply, non-supply or delay in supplying the Services or for loss or damage to the Customer's or a third party's tangible property resulting from NATS' negligence or otherwise in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty) under any indemnity or otherwise, is limited to an aggregate figure equivalent to the Contract Price for the 12 calendar months immediately preceding the event giving rise to the claim.

13.3 Subject to Clause 13.4:

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13.3.1 the Customer's liability in respect of the indemnities in Clause 10.6 and Clause 12.1 shall in no event exceed 150% of the aggregate of the Contract Price for the 12 calendar months immediately preceding the event giving rise to the claim; and

13.3.2 the entire liability of the Customer for all other liabilities not contemplated in Clause 13.3.1 arising out of or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty) under any indemnity or otherwise, is limited to an aggregate figure equivalent to the Contract Price for the 12 calendar months immediately preceding the event giving rise to the claim.

13.4 Nothing in the Contract shall operate to exclude or restrict either Party's liability for:

13.4.1 death or personal injury resulting from that Party's negligence as defined in the Unfair Contract Terms Act 1977; and

13.4.2 fraud or other matter if and to the extent that, under English law, liability for it cannot be excluded, restricted or limited in the context of the Contract.

14 TERMINATION

14.1 Without prejudice to any other rights or remedies under the Contract either Party may terminate the Contract by legal notice (required to be given in accordance with Clause 32) in writing forthwith if:

14.1.1 the other Party (or if it is a partnership any of the partners), or any of its or their assets is subject to any form of bankruptcy, winding up, dissolution, administration, administrative or other receivership, moratorium, insolvency proceedings, voluntary or other arrangements with creditors, enforcement of security, legal process, distress or repossession or anything similar outside England and Wales; or

14.1.2 the other Party dies or ceases to carry on business or a judgment against it or him remains unsatisfied for seven days.

14.2 Without prejudice to any other rights or remedies under the Contract either Party may terminate the Contract by legal notice (required to be given in accordance with Clause 32) in writing forthwith if the other Party is in material breach of any term of the Contract and fails to remedy such breach within thirty (30) days of receipt of written notification from the other Party. Without prejudice to the foregoing, either Party shall have the right to terminate the Contract for material breach with immediate effect by giving notice in writing to the other Party in accordance with Clause 32 if that Party or its Personnel commits a Prohibited Act.

14.3 The Customer may terminate any or all of the Services by giving NATS a minimum of three (3) months' written notice ending no earlier than the day before the first anniversary of the Commencement Date.

14.4 Without prejudice to any other rights or remedies, NATS may terminate the Contract if the Customer fails to pay any undisputed sums due under the Contract within thirty (30) days after receipt of written notice from NATS that payment has become overdue.

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14.5 Termination of the Contract will be without prejudice to the accrued rights and remedies of either Party provided that without prejudice to such rights or remedies the Customer will be entitled to the Deliverables then completed and NATS will be entitled to payment of its fees and expenses due or incurred at that date or a fair and reasonable part of them if the Services are not complete. The Parties hereby agree that for the purpose of this Clause 14.5 fair and reasonable fees and expenses shall include (but are not limited to):

14.5.1 all sums which are unpaid and/or are overdue under any issued invoice;

14.5.2 a proportion of the Contract Price equivalent to the portion of the Services completed by NATS up to and including the date of termination or suspension; and

14.5.3 all fees and expenses due or incurred by NATS up to and including the date of termination or suspension.

14.6 The Services may be interrupted or unavailable where NATS can no longer assure or guarantee the continued delivery of the Service to the standard(s) expected. NATS will use reasonable commercial endeavours to restore the Service as soon as reasonably practicable and/or offer an alternative solution. In the event that NATS cannot restore the Service within 30 (thirty) calendar days and no alternative solution is agreed between the Parties, the Customer may terminate the impacted Service(s) by giving NATS a minimum of two (2) weeks' written notice. The Customer shall be entitled to claim a refund proportionate to the extent of the impacted Service(s) for any consecutive period of unavailability of 14 (fourteen) days or more.

14.7 Upon termination or expiry of the Contract, NATS shall

14.7.1 immediately cease work under the Contract; and

14.7.2 remove any assets, equipment, tools or materials belonging to NATS and its sub-contractors from the site(s) within such time period as may reasonably be agreed by the Parties.

14.8 On expiry or termination of the Contract, each Party shall (at the other's option) return in a suitable format or destroy in a secure manner all material and information which it possesses or controls or was supplied to it by the other, in connection with the Contract (but excluding the Services in the case of Customer).

14.9 The following provisions of these terms and conditions shall survive the expiry or termination of the Contract: Clauses 1 (Interpretation), 9 (Confidentiality), 10 (Intellectual Property), 13 (Limitation of Liability), 14 (Termination), 16 (Dispute Resolution Procedure), 22 (Publicity), 25 (Data Protection and Privacy), 32 (Notices and Points of Contact) and 33 (Governing Law and Jurisdiction).

15 AUDIT

15.1 During the Term and not more than once per year, NATS shall grant to the Customer, its auditors and/or their respective authorised agents the right of reasonable access, on seven (7) days prior written notice and then during normal business hours, to all records strictly in relation to the Services and shall provide all reasonable assistance during such times and during the Term of this Agreement

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or at any time within two years thereafter for the purposes of carrying out an audit of NATS' compliance with the Contract.

15.2 Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by NATS or any third party, the Customer reserves for itself, its auditors and their respective authorised agents or any law enforcement agency, the right of access to all records strictly in relation to the Services and NATS agrees to render all necessary assistance to the conduct of such investigation at all times during the Term of the Contract or at any time thereafter.

15.3 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 15.

16 DISPUTE RESOLUTION PROCEDURE

16.1 The Parties shall resolve Disputes arising out of or in connection with the Contract in accordance with this Clause 16.

16.2 The Parties shall attempt in good faith to resolve any Dispute promptly as follows:

16.2.1 any Dispute shall in the first instance be escalated by written notice of Dispute ("**Initial Notice of Dispute**") from the referring Party to the other Party. The relevant managers shall attempt in good faith to resolve any Dispute by discussion and negotiation promptly and within 10 Working Days from when it is initially notified by the referring Party to the other Party;

16.2.2 if the Dispute is not resolved pursuant to Clause 16.2.1 the Dispute shall then be referred by a written legal notice of Dispute ("**Formal Notice of Dispute**") in accordance with Clause 32 from the referring Party to the other Party. Within ten (10) Working Days after the date on which the Formal Notice of Dispute is received, the Party receiving the Formal Notice of Dispute shall deliver to the other Party a written response to the Formal Notice of Dispute ("**Response**"). Both the Formal Notice of Dispute and the Response shall include a statement of the position of the Party preparing the Formal Notice of Dispute or Response and shall annex any documents relied upon by that Party.

16.3 If the Dispute is not resolved within ten (10) Working Days of the date of a Formal Notice of Dispute, the Dispute shall be referred to the Customer's Managing Director and NATS' Chief Executive Officer (CEO) (or other individual authorised by the Customer's Managing Director and NATS' CEO as applicable) who shall within five Working Days meet at mutually acceptable times and places to discuss and try to resolve the Dispute. All negotiations and discussions pursuant to Clause 16.2 are confidential and shall be treated as compromise and settlement negotiations for the purpose of any applicable rules of evidence.

16.4 If the Dispute cannot be resolved pursuant to Clauses 16.2 and 16.3, the Parties shall attempt to resolve the Dispute by mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure (the current version at the time of the Dispute ("**CEDR Model Mediation Procedure**")).

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16.5 To initiate a mediation pursuant to Clause 16.4 the claiming Party must give notice in writing ("**ADR Notice**") to the other Party and the Chief Executive of CEDR requesting a mediation in accordance with Clause 16.4 and such notice must be given within ten (10) Working Days after the date upon which the time for resolution of the Dispute pursuant to Clause 16.3 expired.

16.6 The Parties will sign a mediation contract in accordance with CEDR's Model Mediation Contract (or in such other terms as may be agreed by the Parties in writing ("**Mediation Contract**")). The Mediation Contract will be signed not less than seven (7) days prior to the date fixed for the mediation of the Dispute.

16.7 The mediation shall take place in London, and the language of the mediation will be English. The Mediation Contract referred to in the CEDR Model Mediation Procedure shall be governed by and construed and take effect in accordance with English law.

16.8 If the Parties are unable to reach a settlement at the mediation, neither Party shall call the mediator(s) as witnesses in any arbitration or court proceedings involving or relating to the Dispute.

16.9 If the Dispute is not settled by negotiation in accordance with Clause 16.2 or by mediation in accordance with Clause 16.4 to 16.7 within ten (10) Working Days after the date of the conclusion of the mediation, either Party may initiate court proceedings in respect of the Dispute.

16.10 If proceedings have already been issued and served either Party may apply for the stay to be lifted and shall give at least ten (10) Working Days' written notice of this application to the other Party.

16.11 Unless the Contract has already been terminated, the Parties shall continue to perform their obligations under the Contract regardless of the nature of the Dispute and notwithstanding this Dispute Resolution Procedure.

17 MODERN SLAVERY

17.1 The Customer represents and warrants that at the date of the Contract neither the Customer nor any of its officers or employees:

17.1.1 has been convicted of any offence involving slavery and human trafficking; and

17.1.2 having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17.2 The Customer shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

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18 ASSIGNMENT AND SUB-CONTRACTING

18.1 Subject to Clause 18.2, the Parties to the Contract may not assign the Contract or any benefits or rights arising under it without the prior written consent of the other Party. The assignor will remain liable for the acts and defaults of any assignee and will on demand hold the other Party fully indemnified in respect of such acts and defaults.

18.2 Notwithstanding Clause 18.1, NATS shall be entitled to assign, transfer or subcontract the Contract in whole or in part to any company in the same Group as NATS on written notice to the Customer.

19 THIRD PARTY RIGHTS

19.1 The Parties intend that a person who is not a Party to the Contract shall have no right under The Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.

19.2 The Parties may vary, amend or rescind the Contract or any part thereof without first obtaining the consent of any third party.

20 FORCE MAJEURE

20.1 A Party will not be liable if delayed in or prevented from performing its obligations under the Contract due to a Force Majeure Event, provided that it:

20.1.1 promptly notifies the other of the Force Majeure Event and its expected duration; and

20.1.2 uses reasonable endeavours to minimise the effects of that event.

20.2 If, due to a Force Majeure Event, a Party:

20.2.1 is or is likely to be unable to perform a material obligation; or

20.2.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 30 days,

the other Party may, within the next following 10 Working Days terminate the Contract immediately by written notice.

21 WAIVER

21.1 Neither Party to the Contract shall be deemed to waive any rights or remedies unless the waiver is in writing and is signed;

21.1.1 in the case of the Customer by an authorised officer of the Customer; or

21.1.2 in the case of NATS by an authorised officer of NATS.

21.2 Neither Party to the Contract shall be deemed to waive any rights or remedies unless the waiver is in writing, and it is signed by that Party and neither Party's rights under the Contract shall be prejudiced

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or otherwise affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the other Party.

21.3 No waiver by either Party of any breach will operate as a waiver of any other or prior or subsequent breach.

22 PUBLICITY

22.1 Neither Party shall make any press announcements or publicise the Contract or the contents of the same in any way without the prior written consent of the other Party, except as required by law.

23 SEVERANCE

23.1 If any provision of the Contract is found by any court or administrative body of competent jurisdictions to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract which shall remain in full force and effect.

23.2 If any provision of the Contract is found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

24 ENTIRE AGREEMENT

24.1 The Contract, together with the documents referred to or attached to it constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters.

24.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.

24.3 Nothing in this Clause 24 shall operate to exclude liability for fraud.

25 DATA PROTECTION AND PRIVACY

25.1 Each Party shall comply at all times with all Applicable Laws in respect of the protection and privacy of Personal Data including without limitation the Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the other Party to breach any of its obligations under such Data Protection Legislation.

25.2 Where either Party is to act as Data Processor of the other Party under the Contract, the Parties will first agree (i) a description of the scope, nature and purpose of the Processing; (ii) the duration of the Processing; and (iii) the types of Personal Data and categories of data subjects, by agreeing Data Protection Particulars in line with the template set out at Schedule 3 of the NERL Data Services Order

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Form and any additional provisions required to ensure compliance with Data Protection Legislation (including, without limitation, incorporation of the Mandatory Clauses into the Contract.

25.3 A Party who acts in the capacity of a Data Controller under the Contract, will ensure that it is legally entitled to transfer the Personal Data to the Data Processor for the duration and purposes of the Contract.

25.4 A Party who acts in the capacity of a Data Processor in connection with the performance its obligations under the Contract shall process that Personal Data as follows:

25.4.1 in accordance with the terms set out herein;

25.4.2 in accordance with the Data Protection Particulars and any other provisions agreed by the Parties in accordance with Clause 25.2;

25.4.3 on the written instructions of the Data Controller;

25.4.4 as required by Applicable Laws; in such circumstances the Data Processor shall, if legally allowed to do so, promptly notify the Data Controller of this before performing the Processing;

25.4.5 ensure that it has in place appropriate and proportionate Measures;

25.4.6 ensure that all Personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

25.4.7 not subcontract the Processing of Personal Data without the prior written permission of the Data Controller;

25.4.8 not transfer any Personal Data outside of the United Kingdom without the prior written consent of the Data Controller;

25.4.9 notify the Data Controller without undue delay upon becoming aware of any breach of the Data Protection Legislation;

25.4.10 on written request of the Data Controller delete or return Personal Data and copies thereof to the Data Controller unless retention is required by Applicable Laws

25.4.11 maintain complete and accurate records and information to demonstrate its compliance with this Clause 25; and

25.4.12 provide reasonable assistance and information to the Data Controller (or its designated auditor) to audit against the Data Processor's compliance with Clause 25.

25.5 At the reasonable request of a Party, the other Party shall assist the other in complying with its obligations as Data Controller or Data Processor:

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25.6 Each Party when acting in the capacity of a Data Processor shall, in relation to any Personal Data which it is Processing in connection with the performance its obligations under the Contract, not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Data Controller has been obtained. For the purposes of the Contract, each Party hereby consents to the Processing of Personal Data by the other Party outside of that area where the relevant country/territory either: (a) has been accredited by the UK as having "adequate" standards of data protection (i.e. an "Adequacy Decision" has been made under Article 45 of the UK GDPR); or (b) maintains appropriate data protection safeguards in accordance with Article 46 of the UK GDPR:

25.7 This clause shall survive the expiry or earlier termination of the Contract.

26 ANTI-CORRUPTION, ANTI-BRIBERY, PREVENTION OF TAX EVASION

26.1 Each Party shall:

26.1.1 comply with all applicable laws and regulations relating to:

(a) anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and

(b) the prevention of tax evasion and facilitating tax evasion, including but not limited to, the Criminal Finances Act 2017,

(the "**Relevant Regulations**");

26.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Relevant Regulations if such activity, practice or conduct were carried out in the UK;

26.1.3 ensure that all persons associated with it or other persons who are performing obligations in connection with the Contract comply with this Clause;

26.1.4 have and shall maintain in place throughout the Term its own policies and procedures (including but not limited to adequate procedures under the Bribery Act 2010 and the Criminal Finances Act 2017 where applicable), to ensure compliance with the Relevant Regulations and will enforce them where appropriate; and

26.2 Breach of this Clause shall be deemed a breach of a material condition of the Contract and the Party not in breach of this Clause shall be entitled to terminate the Contract with immediate effect upon written notice to the defaulting Party.

27 RIGHTS CUMULATIVE

27.1 The rights of the Parties under the Contract are in addition to any other rights which they may have under general law or otherwise.

28 AMENDMENTS

28.1 Without prejudice to the Customer's right to terminate in accordance with Clause 14.3,

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28.1.1 NATS shall be entitled to vary the Contract Price or any terms and conditions of the Contract by providing the Customer with written notice of any applicable changes; and

28.1.2 such applicable changes shall come into effect and be binding on both Parties three (3) months from the date of NATS' notice.

28.2 Subject to Clause 28.1.1, no other amendments to the Contract will be binding on either Party unless it is in writing and signed by both Parties.

29 COUNTERPARTS AND ELECTRONIC SIGNATURE

29.1 The Contract may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, and all counterparts together shall constitute one and the same instrument.

29.2 Each Party agrees that the Contract may be executed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the intention to be bound by the Contract as if signed by each Party's manuscript signature.

30 NO PARTNERSHIP

30.1 The relationship between the Parties under the Contract is that of independent contractors and nothing in the Contract shall be deemed to create a relationship of joint venture, partnership, employee/employer, agency or any other fiduciary relationship between the Parties and accordingly neither Party shall:

30.1.1 have any authority to incur expenditure in the name of or for the account of the other unless agreed in writing in advance; or

30.1.2 hold itself out or permit itself to be held out as having any authority to do or say anything on behalf or in the name of the other.

31 COSTS

31.1 Save as expressly provided for under Clause 8.4, each Party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of the Contract and all other documents to be completed in accordance with its provisions .

32 NOTICES

32.1 All notices required to be given by one Party to the other Party under the Contract shall be sent: (i) by first class post, deemed to be received three Working Days later (unless returned through the post); (ii) by email, deemed received upon successful transmission (providing such notice is sent during GMT 8am to 8pm on a Working Day otherwise it shall be deemed received the next Working Day) provided that the notice is also sent by first class post no later than the next Working Day after transmission (whereupon notice will be deemed to be served as per above in relation to first class

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post (whichever is the sooner)); or (iii) by hand, providing such notice is personally delivered during GMT 8am to 8pm on a Working Day.

32.2 Any legal notice to be given under the Contract, being notices of a legal nature, including but not limited to notices of termination, notices for assignment or novation, Formal Notice of Dispute and notice of Court proceedings, shall:

in NATS' case be addressed to:

Head of Legal
NATS
Corporate and Technical Centre
4000 Parkway
Whiteley
Fareham
Hampshire
PO15 7FL

Copy to: Legalnotices@nats.co.uk

and in the Customer's case, addressed to their registered office address.

32.3 Any technical matters the Customer wishes to raise with NATS can be made to NATS Technical Services Manager: 01489 612605.

33 GOVERNING LAW AND JURISDICTION

33.1 The Contract and any matter arising from or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.

33.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Contract save and except where NATS consents to proceedings being brought in a foreign court or jurisdiction.

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