

LICENCE FOR DATA PRODUCT  
COMMERCIAL TERMS

**Client:** Arad Airport

**Data Product:** [Airport Catchment Analyser](#)

**Deliverables:** The data or information contained within the Data Product shall be years 2019, 2020, 2021, 2022, 2023 Q3.

**Term:** The Term shall commence on the Effective Date and expire on 8<sup>th</sup> April 2025.

**Effective Date:** 8<sup>th</sup> April 2024

**Payment Schedule:** Payable on Signature

**Fees:** Tier 1 = £15,100

**Special Terms:** The Licence between the parties comprises and incorporates these Commercial Terms together with the Trading Terms set out overleaf.

This Licence has been entered into on the Effective Date.

INFORMA MARKETS (UK) LIMITED

Signature:



Name: AIDAN MOONEY

Title: VICE PRESIDENT, ASM

Date:

Arad Airport

Signature:



Name: OVIDIU MOȘNEAG

Title: General Manager

Date: 08.04.2024

## TRADING TERMS

### 1. DEFINITIONS

1.1 In these Trading Terms the following words shall have the following meanings:

1.1.1 **"Affiliate"**: Informa's holding company and ultimate holding company and each of its subsidiary companies and its holding company's and ultimate holding company's subsidiary companies from time to time, "holding company" and "subsidiary" having the meanings given to them in section 1159 of the Companies Act 2006;

1.1.2 **"Client"**: the business or organization set out in the Commercial Terms;

1.1.3 **"Commercial Terms"**: the commercial terms set out overleaf;

1.1.4 **"Confidential Information"**: any information relating to, but not limited to, the business affairs, prospective business, trade secrets, current and future products, Data Product, technology, customers, market opportunities, IP or finances of Informa or its Affiliates, including without limitation price lists, lists of customers and suppliers which Informa regards, or could reasonably be expected to regard, as confidential information;

1.1.6 **"Deliverables"**: the deliverables set out in the Commercial Terms which shall be provided in English;

1.1.7 **"Effective Date"**: the date set out in the Commercial Terms;

1.1.8 **"Fees"**: the fees set out in the Commercial Terms (which includes the Initial Fee and the Success Fee) and payable in accordance with these Trading Terms;

1.1.9 **"Term"**: the term of the Licence as set out in the Commercial Terms;

1.1.10 **"IP"**: the intellectual property rights in inventions (and for the avoidance of doubt the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect any such inventions), patents, know-how, trade marks (registered or unregistered), service marks, designs (whether or not capable of registration), databases, topography, copyright (including rights in computer software), any and all other intellectual property rights, all such rights having equivalent or similar effect as the foregoing anywhere in the world and the right to claim damages and any other relief for past infringements of the same;

1.1.12 **"Licence"**: this agreement which comprises the Commercial Terms and these Trading Terms;

1.1.13 **"Payment Schedule"**: the payment schedule detailing the Fees payable under the Licence as set out in the Commercial Terms;

1.1.14 **"Special Terms"**: the special terms set out in the Commercial Terms;

1.1.15 **"Term"**: the duration of the Licence as defined in clause 2.6; and

1.1.16 **"Informa"**: Informa Markets (UK) Limited (company number 0370721) whose registered office is at 5 Howick Place, London, SW1P 1WG, United Kingdom.

### 2. AGREEMENT AND DURATION

2.1 The Licence will be on these Trading Terms and the Commercial Terms to the exclusion of all other terms and

conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 The Licence shall commence on the Effective Date and, unless terminated in accordance with the terms of this Licence, shall continue for the Term whereupon which it shall terminate unless otherwise extended by written confirmation by Informa.

2.3 The Data and the Data Product are licensed, not sold. As between the parties, Informa owns all right, title and interest in and to the Data and the Data Product.

2.4 Informa grants Client a non-exclusive, non-transferable, revocable, worldwide licence to use the Data Product solely for the Term. The Client shall ensure that the Data Product (including extractions or compilations thereof) may only be accessed and used by authorised users on a Client owned or controlled system.

2.5 The Data Product (including extractions or compilations thereof) may not be copied or reproduced, amended, modified, reverse engineered, distributed, sold, sublicensed, displayed, transmitted or broadcast in any form without the prior written permission of Informa.

2.6 The Client shall not permit any user of the Data Products to download, extract, copy or otherwise reproduce all or any substantial part of the Data and place such Data into a secondary database, including, without limitation, caching of the Data.

2.7 The terms and conditions of this Licence, all access codes and user IDs and passwords issued to the Client by Informa hereunder, and all information as to the business methods or operations of either party acquired or learned by the other party, shall be treated as confidential and only disclosed to a party's employees, permitted service providers and agents on a need-to-know basis, unless disclosure is otherwise required by law or court order

2.8 The Client shall not under any circumstances access and/or utilise the Data Product and/or the Data beyond the expiry of the Term and if it does so the Client shall be liable to pay a sum determined by Informa for its continued usage.

### 3. COMPANY'S OBLIGATIONS

3.1 Informa will provide the Data Product with reasonable care, skill and diligence.

3.2 Informa warrants that the consultants used or employed to provide the Data Product will be properly experienced and qualified.

3.3 Informa shall employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal and/or the Commercial Terms but may vary these at its discretion to achieve the Deliverables.

### 4. CLIENT'S OBLIGATIONS

4.1 The Client shall: (i) comply with all terms of this Licence, (ii) co-operate with in all Informa relating to Informa's provision of the Data Product, (iii) ensure that nobody other than its employees or personnel who are authorised to use the Data Product are aware of and comply with all terms of this Licence.

4.2 During the provision of the Data Product the Client will promptly provide all reasonable assistance required by Informa to provide the Data Product.

4.3 In the event of the Client being in breach of its obligations under clauses 4.1 or 4.2 the Client shall grant

Informa such extension of time as is reasonable and pay to Informa reasonable costs in respect of such breach.

4.4 The Client shall indemnify and keep indemnified Informa, its servants and agents against all claims, actions losses, damages, costs and expenses which may be brought against or incurred or suffered by Informa in connection with the carrying out of the Data Product pursuant to this Licence which arise as a result of or due to the Client's breach of this Licence, or the negligence or willful misconduct of the Client, its servants or agents.

#### **5. PAYMENT**

5.1 In consideration of the provision of the Data Product, the Client will pay to Informa the Fees and expenses in full and cleared funds, without deduction or set off in accordance with this clause 5. Unless otherwise stated in the Commercial Terms, Fees shall accrue on a daily basis.

5.2 Unless otherwise stated in the Commercial Terms, Fees are exclusive of VAT, withholding or service tax which may be applied and charged in addition to the Fees.

5.3 For Data Product which are provided on a retainer basis, invoices will be submitted monthly in advance and payable by the Client within 30 days of the date of invoice.

5.4 All payments shall be made without any deduction or withholding, whether by way of set-off, counterclaim, abatement or otherwise.

5.5 Without prejudice to any other right or remedy it may have, if the Client fails to pay Informa within 30 days of the respective due date, Informa may suspend and/or terminate the provision of all Data Product under this Licence until all outstanding payments owing to Informa have been made in full.

#### **6. CONFIDENTIALITY**

6.1 The Client agrees not to copy, publish (in whole or in part) or disseminate the Deliverables or any report, survey or other documents produced or commissioned by Informa, on behalf of the Client, in the provision of the Data Product to any third party without the prior written consent of Informa, such consent not to be unreasonably withheld.

6.2 The Client agrees to maintain secret and confidential all Deliverables and any reports, surveys and other documents produced or commissioned by Informa, on behalf of the Client, in the provision of the Data Product.

6.3 The Client shall use solely for the purpose of this Licence and keep confidential and not disclose to any third party (except in the proper provision of this agreement) any Confidential Information obtained in connection with this Licence.

6.4 Clause 6.3 shall not apply to information that is in or comes into the public domain (other than as a result of the breach of clause 6.3) or that the Client is required to disclose by law (but then only for the purpose and to the extent required by law).

#### **7. INTELLECTUAL PROPERTY**

7.1 IP and rights to and in the Data Product and Data shall remain the property of Informa

7.2 On receipt of payment in full of all sums due by the Client, Informa will grant the Client a non-exclusive, royalty free, non-transferable licence to use the Data Product.

#### **8. DATA PRODUCT**

8.1 All IP in the Data Product will remain with Informa or its third party licensors.

8.2 Neither Informa nor its third party licensors warrant that any data will be accurate, complete, error free, current or uninterrupted or that any errors can or will be corrected.

8.3 Informa expressly disclaims any and all liability to any persons or entities including, without limitation, the Client for any loss or damage caused by errors or omissions in data or delay or interruption in the provision of or access thereof, whether such errors, omissions, delays or interruptions result from negligence, accident or any other cause.

#### **9. LIMITATION AND EXCLUSIONS OF LIABILITY**

9.1 Nothing in these Trading Terms shall exclude or in any way limit either party's liability for fraud or for death or personal injury caused by their negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

9.2 Subject to clause 9.1 Informa shall not be liable for any:

9.2.1 loss of actual or anticipated income;

9.2.2 loss of actual or anticipated profits;

9.2.3 loss of business;

9.2.4 loss of contracts;

9.2.5 loss of data; or

9.2.6 special, indirect or consequential loss or damage, of any kind howsoever arising and whether caused by tort (including negligence) breach of Licence or otherwise, whether or not such loss or damage is foreseeable, foreseen or known;

9.3 Subject to clause 9.1, Informa's maximum aggregate liability to the Client under or in connection with the Licence whether such claim arises in Licence or in tort (including negligence), or otherwise shall in no circumstances exceed the greater of (i) the amounts paid or payable to Informa as set out in the Commercial Terms and (ii) £50,000.

9.4 Informa shall not be liable for any delay or failure to perform its obligations under the Licence as a result of inaccurate or incomplete information provided by the Client.

9.5 No action, regardless of form, arising out of the transactions under this Licence may be brought by the Client more than 2 years after the cause of action has accrued.

9.6 These Trading Terms state the full extent of Informa's obligations and liabilities in respect of the provision of the Data Product. The parties agree that any condition, warranty, representation or other term concerning the provision of the Data Product and the obligations under this Licence which might otherwise be implied into or incorporated in this Licence, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

#### **10. TERMINATION**

10.1 Informa may terminate the Licence at any time on giving 60 days' written notice to the Client.

10.2 Either party may terminate the Licence immediately by written notice in the event that the other party commits a material breach of the Licence and has failed to remedy that breach within 30 days of the other party identifying the breach to that party.

10.3 Either party may terminate the Licence immediately by written notice in the event that the other

party becomes insolvent or commits an act of bankruptcy, or enters into any arrangement with his creditors or goes, or is put into liquidation (other than solely for purposes of reconstruction whilst solvent), or if a receiver is appointed over any part of its business.

10.4 Informa may terminate the Licence immediately upon the change of Control of the Client (and in the event there is a change of Control of the Client, the Client shall in any event immediately provide Informa with a written notice of such change of Control). For the purposes of this clause 10.4, "Control" will be determined by reference to the provisions of the Companies Act 2006.

10.5 Upon termination of the Licence for any reason the Client shall immediately pay all Fees and expenses then owing to Informa (including all the expenses of, caused by, or arising out of such termination).

10.6 The termination of this Licence howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

10.7 Clauses 6, 7, 9, 10.5 to 10.7 (inclusive), 11 and 16 shall survive termination of the Licence.

#### **11. PERSONNEL**

11.1 During the Term and for 6 months after termination or expiration of the Licence, the Client shall not, without the written consent of Informa, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by Informa or its Affiliates or has been employed by Informa or its Affiliates during the preceding 6 months, and who has been involved with the Data Product under this Licence, to terminate their employment with Informa or its Affiliates.

11.2 If Informa consents to a member of its or its Affiliate's staff joining the Client pursuant to clause 11.1, Informa may charge a fee in consideration for such consent. Such fee shall be equivalent to 50% of the annual salary that shall be paid by the Client to that employee and shall be payable immediately upon presentation of an invoice by Informa.

#### **12. ASSIGNMENT AND SUBCONTRACTING**

12.1 The Client shall not assign, novate or otherwise transfer this Licence or any or all of its rights under this Licence without the prior written agreement of Informa.

12.2 Informa shall be entitled to assign, novate or otherwise transfer this Licence in whole or in part to any Affiliate or to a party that is not an Affiliate where such assignment, novation or transfer is in connection with the disposal in whole or in part of Informa's business, and in each case the Client will enter into such documents as are reasonably necessary for this purpose.

12.3 Informa may sub-Licence any of its rights or duties under the Licence. The selection of sub-contractors shall be at Informa's sole discretion.

#### **13. FORCE MAJEURE**

13.1 Informa shall not be liable for any failure or delay in performing its obligations under the Licence which is beyond its reasonable control, provided it has given written notice of such delay to the Client.

13.2 Where possible in the conditions prevailing at the time, within a period of 1 month from the date of such notice

Informa and the Client shall meet to agree steps to alleviate any failure or delay in performance.

13.3 After 1 month from the date of such notice Informa may terminate the Licence and the Client shall pay all Fees and expenses then owing to Informa.

#### **14. DISPUTE RESOLUTION**

14.1 The parties will deal with disputes arising under or in connection with this Licence in accordance with this clause.

14.2 Nothing in this clause will prevent either party from seeking injunctive or similar relief.

14.3 Each party shall nominate a representative who will be authorised to deal with the management, negotiation and settlement of disputes arising under or in connection with this Licence. Each party may change the identity of its representative at any time during the Term and each representative may appoint a suitable deputy or alternate to perform some or all of the representative's functions in his absence.

14.4 Each party will refer any dispute that arises under or in connection with this Licence to its nominated representative appointed in accordance with clause 14.3 who shall be responsible for the escalation of the dispute within that party's organisation. Representatives of the parties will meet at a mutually agreed time and place within 10 days of such referral to try to seek resolution or decide upon a course of action for resolution of the dispute.

14.5 If any dispute has not been settled or a course of action for its settlement agreed within 20 days of its reference to the parties' representatives, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be appointed by CEDR. To initiate the mediation a party must give written notice to the other party/parties to the dispute requesting mediation (the "ADR Notice"). A copy of the ADR Notice should also be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR Notice.

#### **15. COMPLIANCE**

15.1 The Client shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery, data privacy, anti-corruption, tax evasion facilitation offences and health, safety and security.

#### **16. GENERAL**

16.1 Any delay by Informa in exercising any of its rights under this Licence will not constitute a waiver of such rights.

16.2 If any provision of this Licence is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from them.

16.3 The Licence contains the entire agreement between the parties with respect to the Data Product and neither the Licence, the Data Product, the Deliverables nor the Fees may be modified or varied except by an instrument in writing signed by the duly authorised representatives of the parties.

16.4 Nothing in this Licence is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have the authority to act as agent for, or to bind, the other party in any way.

16.5 Any notice or written communication required or permitted to be served on or given to either party under this Licence shall be delivered by hand or sent by recorded delivery mail to the other party at its address set out in this Licence or to such other address which it has been previously notified to the sending party and shall be deemed to have been given 2 days after the day of delivery. In the case of Informa a copy shall be sent to the Senior Vice President at the address set out above.

16.6 No term of this Licence shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Licence, but this does not affect any right or remedy of a third party which exists or is available apart from under that act.

16.7 This Licence will be governed by and interpreted in accordance with the laws of England and Wales.

16.8 The parties to this Licence submit to the exclusive jurisdiction of the courts of England and Wales in relation to any claim, dispute or matter arising out of or relating to them.