### **BETWEEN:**

- (1) **BRITISH AIRWAYS PLC** (Registered No. 1777777) whose registered office is at Waterside, PO Box 365, Harmondsworth, Middlesex UB7 0GB ("**BA**");
- (2) (Registered No. ) whose registered office is at (the "Licensee");

## **Terms and Conditions relating to the British Airways Application (Corporate)**

#### General

By installing the BA Application (as defined below), the Licensee agrees to be bound by and to procure that its employees are bound by these Terms and Conditions. Please review them carefully before installation and/or acceptance.

## **Definitions**

The "BA Application" shall mean the software provided by BA to offer services related to BA and going on holidays or business trips with BA, BA's services and its partners services, to be used on a BlackBerry handset and any and all accompanying software, any upgrades from time to time and any other media or supporting documentation which enables the use of the BA Application.

#### **Data Protection**

Any personal information the Licensee supplies to BA relating to either the company or to its employees when it uses the BA Application will be used by BA in accordance with its Privacy Policy which can be viewed at http://www.britishairways.com/travel/prvdet/public/en\_gb

## ba.com

The BA Application allows the Licensee to access certain functionality available on the ba.com website. Such access will be governed by the BA website user agreement which can be viewed at http://www.britishairways.com/travel/termcn/public/en\_gb

## **Proprietary Rights and Licence**

All trade marks, copyright, database rights and other intellectual property rights of any nature in the BA Application together with the underlying software code are owned either directly by BA or by BA's licensors.

BA hereby grants the Licensee a worldwide, non-exclusive, royalty-free revocable licence to use the BA Application for the business and personal use of the Licensee and

its employees. This licence is granted subject to the Licensee complying with these Terms and Conditions.

#### **Conditions of Use**

The Licensee will not, and will procure that its employees do not, nor will it allow on its behalf third parties to (i) make and distribute copies of the BA Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the BA Application; or (iii) create derivative works of the BA Application of any kind whatsoever.

The BA Application is currently made available to the Licensee free of charge for use on the BlackBerrys of its employees or employees of its group which have been provided to them in the course of their employment with the Licensee or its group. BA reserves the right to amend or withdraw the BA Application, or charge for the application or service provided to the Licensee in accordance with these terms and conditions, at any time and for any reason.

BA is not liable to the Licensee or its employees for any damage or alteration to any equipment of the Licensee, including but not limited to computer equipment and employee BlackBerrys as a result of the installation or use of the BA Application.

The software is provided 'as is'. BA will not be responsible for any support or maintenance required to install, run, upgrade, manage or repair faults in relation to the software for the BA Application within the Licensee's organisation.

## Software lifecycle

The version of the BA Application software may be upgraded from time to time to add support for new functions and services. By installing the BA Application the Licensee agrees to keep the BA Application software version on all the BlackBerrys of its employees not more than one release behind the current production version and will update or procure that its employees update to the latest version within three months of release The Licensee will supply primary and secondary contacts to BA so that BA can communicate the latest version and release schedule to it from time to time. The Licensee undertakes to ensure that this information is communicated to all of its employees who have a BlackBerry with the BA Application downloaded to it and to procure that these employees make the necessary updates in accordance with these terms and conditions.

## **Termination**

This License Agreement shall commence immediately and continue in effect indefinitely, unless terminated by the Licensee or BA. The Licensee has the right to stop using this software at any time. BA will give 30 days notice if it wishes to terminate this license. Upon any termination of this License Agreement, (a) the rights and licenses granted to the Licensee herein shall terminate; (b) the Licensee shall cease all use of the Software; (c) the Licensee will confirm to BA in writing that the BA Application has been removed from the BlackBerrys of all employees and that all related software has been removed

from all servers under its control and if requested to do so, shall provide evidence of this removal

# Mobile boarding pass

Use of the mobile boarding pass functionality on the BlackBerry will require inspection of the boarding pass by BA or airport staff, including a requirement for the relevant staff member to handle the BlackBerry. Whilst all reasonable care will be taken, BA accepts no liability for any damage caused to the BlackBerry, except in cases of gross negligence and wilful misconduct by BA staff.

## **Limitation of Liability**

In no event will BA be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of the Licencee's use or its employees' use of or access to the BA Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

Nothing in these Terms and Conditions shall exclude or limit BA's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

## **Disclaimer of Warranties**

To the maximum extent permitted by law, and for the avoidance of doubt, save for section 2 of the Supply of Goods and Services Act 1982 BA hereby disclaims all implied warranties with regard to the BA Application. The BA Application is provided "as is" and "as available" without warranty of any kind. In particular, BA makes no warranty as to the fitness for purpose of the BA Application.

## Indemnification

The Licensee agrees to indemnify, defend and hold BA harmless from any liability, loss, claim and expense (including reasonable legal fees) arising out of or in relation to the Licensee's breach of these Terms and Conditions.

AGREED by BRITISH AIRWAYS PLC acting by	) )	Authorised Signatory
AGREED by	,	
acting by	)	Director