

## **Terms of Use of Check-in Devices**

(11 Jun, 2025 Ei Ryo Sa No.1023)

### **Article 1. Purpose**

These Terms of Use provide for the matters necessary for the common use of CUPPS, CUSS, CUBD and related network devices, including servers and cables, for check-in process of international departing passengers to be made available from Narita International Airport Corporation ("NAA") to air transport operators at Passenger Terminals 1 and 2 of Narita International Airport ("system units").

### **Article 2. Definitions**

The key words in these Terms of Use are defined as follows:

- (1) "CUPPS" (the abbreviation of Common Use Passenger Processing Systems) collectively refers to common-use passenger processing system units, including devices installed at check-in counters and other places.
- (2) "CUSS" (the abbreviation of Common Use Self-Service) refers to an auto check-in device.
- (3) "CUBD" (the abbreviation of Common Use Self-Bag Drop) refers to an auto passenger baggage check-in device.
- (4) "Air transport operator" collectively means air transport operators that provide scheduled air transport service ("scheduled air transport operators"), air transport operators that are not scheduled air transport operators, and any other users of landing/take-off facilities.

### **Article 3. Execution of agreement and amendment of terms**

- (1) An air transport operator is required to use system units for check-in process of international flight passengers at Passenger Terminals 1 and 2 of Narita International Airport ("check-in process"), by agreeing to the terms and conditions stipulated in these Terms of Use.
- (2) NAA reserves the right to amend the provisions of these Terms of Use.

### **Article 4. Other items provided by NAA**

NAA supplies consumable items necessary for the use of system units.

### **Article 5. Common guide staff**

An air transport operator is required to assign common guide staff for CUBD pursuant to a delegation agreement to be separately executed with NAA.

#### Article 6. Use of system units

- (1) An air transport operator is required to use system units in compliance with these Terms of Use and other standards to be separately provided by NAA.
- (2) Before using system units, an air transport operator is responsible for connecting system units to their respective systems at its costs and expenses.

#### Article 7. Usage fees

- (1) NAA charges usage fees for system units ("usage fees") to air transport operators, regardless of whether or not they actually used the system units. The amount of usage fees is calculated by multiplying the unit price specified in Attachment 1 by the number of international departing passengers of the respective air transport operator to be counted by NAA for the relevant month.
- (2) The number of international departing passengers referred to in the preceding paragraph is the total of Outbound Passengers and Transit Passengers which is used for charging air transport operators International Flight Passenger Service Facility Charges and International Flight Passenger Security Service Charges under the Conditions of Contract – International Flight Passenger Service Facility Charges and Other Charges to be separately provided by NAA (not including passengers exempted under Article 3 of the Conditions of Contract).

#### Article 8. Payment of usage fees

1. An air transport operator must pay NAA the usage fees under the preceding Article in Japanese yen, in accordance with the invoice from NAA, no later than the date designated by NAA. However, if an air transport operator that uses system units falls under any of the following items, the operator's liabilities to NAA are accelerated upon the determination by NAA, and the operator is required to pay the amount calculated on the basis of the number of international departing passengers per day of the respective air transport operator to be counted by NAA, without delay according to the request from NAA.
  - (1) if a petition is filed for provisional attachment, provisional disposition, enforcement, foreclosure auction, or any other measure to secure the enforcement of security interests is taken;
  - (2) if a petition is filed for the commencement of bankruptcy, corporate reorganization, civil rehabilitation, special liquidation or any other similar legal insolvency proceedings in or outside Japan, or the air transport operator enters

- into liquidation proceedings, or becomes subject to a suspension of bank transactions;
- (3) if the air transport operator (or, if the operator is a corporation, its representative) is subject to a ruling of commencement of guardianship or curatorship;
  - (4) if a trustee or receiver is appointed for the air transport operator by an order of the court or due to other reasons;
  - (5) if the air transport operator delays or defaults in performance of any obligation to NAA or there is a concern of significantly serious difficulty in performance of its obligations, due to the deterioration in its financial conditions; or
  - (6) if the air transport operator is ordered to suspend its operation or has its business license revoked.
- 2. A scheduled air transport operator is required to place a security deposit according to the instructions to be separately provided. The treatment of the security deposit is also governed by the instructions to be separately provided.
  - 3. Notwithstanding the provision of Paragraph 1, cases in which NAA is entitled to request scheduled air transport operators to make prepayment of usage fees and accelerate their obligations are to be separately provided.
  - 4. The usage fees must be paid together with national and local consumption taxes in addition to usage fees.
  - 5. If an air transport operator delays the payment of any usage fees plus national and local consumption taxes, NAA imposes delinquent charges on the overdue amount, calculated at 14.5% per annum for the period from the day immediately after the due date to the day when the operator actually makes the payment.
  - 6. Any fraction less than one yen in the usage fee or delinquent charge under the preceding paragraph is to be truncated.

#### Article 9. Duty of care of prudent manager

An air transport operator is required to use the system units with the care of a prudent manager at all times.

#### Article 10. Prohibited activities

Air transport operators may not engage in any of the following activities:

- (1) destroying or defacing the system units;
- (2) modifying the present state of the system units without authorization from NAA;
- (3) allowing third parties other than international flight passengers to use the system units, or transfer or create security interests on the rights under this Terms of Use;
- (4) placing trade names, trademarks, advertisements, or any other similar indications

- on the system units;
- (5) using the system units for any purpose not provided in Article 3; and
- (6) in addition to the activities stated in the preceding items, any activity that may negatively affect the management of the system units.

#### Article 11. Request for rectification

- (1) NAA requests an air transport operator to rectify the use of system units whenever NAA determines the use to be inappropriate with respect to the management of system units.
- (2) If an air transport operator receives a request under the preceding paragraph, it must rectify the situation as soon as practicable after consulting with NAA.

#### Article 12. Suspension of eligibility

If any air transport operator falls under any of the following items, NAA may take measures including the suspension of eligibility to use the system units; provided that cases in which NAA is entitled to suspend the eligibility to use the system units by scheduled air transport operators are to be separately provided, in addition to the cases stated in this Article.

- (1) if the air transport operator conducts any of the prohibited activities specified in Article 10;
- (2) if the air transport operator delays the payments as provided in Article 8(1);
- (3) if the air transport operator falls under any of the cases specified in the items of Article 8(1); or
- (4) if there is no prospect for rectification, despite receiving a request for rectification under the preceding Article.

#### Article 13. Temporary suspension of use

In any of the following cases, NAA may temporarily suspend the use of system units, in whole or part.

- (1) it is unavoidable for the maintenance of the system units;
- (2) actual or potential destruction or failure of the system units;
- (3) it is necessary to repair or conduct other works for the system units;
- (4) it is necessary for security reasons;
- (5) act of God or other force majeure; or
- (6) in addition to the events stated in the preceding items, it is specifically necessary for the facility management by NAA.

#### Article 14. Disclaimer

NAA is not liable for damages suffered by air transport operators due to the temporary suspension of the system units, in whole or part, unless there is a reason clearly attributable to NAA. Damage to be compensated by NAA is limited to general damage actually and directly caused.

#### Article 15. Compensation for damage

If an air transport operator causes any damage to NAA due to its willful misconduct or negligence, it must promptly notify NAA and compensate for all damages resulting from it.

#### Article 16. Third party's damage

In connection with the use of the system units, any damage caused by an air transport operator to a third party or any dispute between an air transport operator and a third party is to be resolved by the air transport operator at its responsibility and cost.

#### Article 17. Cooperation in emergency

If an emergency situation occurs with respect to the use of the system units, NAA and an air transport operator must cooperate with each other and make efforts to address the situation.

#### Supplementary provisions (11 Jun, 2025 Ei Ryo Sa No.1023)

These Terms of Use take effect as from July 1, 2025 with respect to Passenger Terminal 1 of Narita International Airport, and as from April 1, 2026 with respect to Passenger Terminal 2.

## Attachment 1

### Usage fees for check-in device

Usage fees for check-in device: 154 yen (excluding tax) (\*1)/one passenger (\*2)

(\*1) This includes costs of consumable items supplied under Article 4 and common guide staff assigned under Article 5 of these Terms of Use.

(\*2) This number of passengers means the number of Outbound Passengers and Transit Passengers which is used for charging air transport operators International Flight Passenger Service Facility Charges and International Flight Passenger Security Service Charges under the Conditions of Contract – International Flight Passenger Service Facility Charges and Other Charges to be separately provided by NAA (not including passengers exempted under Article 3 of the Conditions of Contract).