SERVICE CONTRACT

Letiště Praha, a. s. (in English Prague Airport)

as the Customer

and

Simpleway Europe, a.s.

as the Contractor

Customer's contract number: 0122002839   Contractor's contract number: SWPRG100

SERVICE CONTRACT (hereinafter only as **"Contract"**):

Letiště Praha, a. s. (in English Prague Airport),

with registered office: K letišti 1019/6, Praha 6, postal code 161 00
incorporated in the Companies Register kept by the Municipal Court in Prague, Section B, Insert 14003
Business Identification Number: 282 44 532
VAT ID: CZ699003361
represented by: Mr. Jiří Kraus, Vice-Chairman of the Board of Directors and Mr. Jiří Černík, Member of the Board of Directors

(hereinafter only as "**Customer**" or **"LP"**)

and

Simpleway Europe, a.s.
with registered office: Prague 6, Na Okraji 335/42, Post Code 162 00
incorporated in the Company Register kept by the Municipal Court in Prague, Section B, Insert 20925.
Business Identification Number: 043 77 028
VAT ID: CZ04377028
Bank details: Fio banka, a.s.
Account number (CZK): 2000938639 / 2010
represented by: Mr. Jakub Maléř, member of Board of Directors and by Mr. Petr Otoupal, member of Board of Directors

(hereinafter only as the "**Contractor**")

The Customer and the Contractor will be hereinafter jointly referred to also as "**Parties**" or individually as "**Party**"

The Parties have agreed in accordance with the applicable provisions of the Act No. 89/2012 Coll., the Civil Code, as amended, as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

    1.1   The terms referred to herein will have the meaning defined in this article 1.1 and in the text of this Contract the first letter of such term will be capitalized:

    1.1.1   **"Copyright Work"** means any output of the Contractor's activity arisen during performance of the Adjustment pursuant to this Contract which fulfils the elements of the work protected according to the provisions of Section 2 of the Copyright Act.

    1.1.2   "**AODB**" means Airport Operation Data Base.

    1.1.3   "**Copyright Act**" means the Act No. 121/2000 Coll., on the Copyright, on the Rights Related to Copyright and on the Amendment to Certain Acts (Copyright Act), as amended, or any legal regulation that will supersede it, whether in full or in part.

    1.1.4   **"Price"** has a meaning as set forth in art. 8 hereof.

1.1.5 "**Price for the Ordered Work**" has a meaning as set forth in art. 5.3.4 hereof.

1.1.6 "**Manday**" means eight (8) hours of work of one Contractor's employee.

1.1.7 "**Contract Term**" has a meaning as set forth in art. 9.1 hereof.

1.1.8 "**Documents**"" mean documents related to the System as defined in the Contract for Work (as defined hereinafter), and in the updated form after Handover of the relevant Ordered Work and/or Update, and/or Upgrade.

1.1.9 "**Confidential Information**" has a meaning as set forth in art. 10 hereof.

1.1.10 "**Invoice**" means a tax document issued by the Contractor the essential elements of which are set forth in the Act No. 235/2004 Coll., on Value Added Tax, as amended.

1.1.11 "**Error**" means (i) defects in title of the System and/or (ii) a conflict between the real properties of the System and the properties which are set in the Contract for Work or the Documents or this Contract, or (iii) any deviation of the System from standard properties defined in the Contract for Work or in the Documents or in this Contract which may have an adverse impact on its activities or functionality.

1.1.12 "**Category A Error**" means the most severe Error, such as when

    1.1.12.1 the System or any part thereof has defects in title, or

    1.1.12.2 the System or any substantial part thereof is completely dysfunctional or excludes the use of the System as a whole.

1.1.13 "**Category B Error**" means the Error, such as when

    1.1.13.1 the use or the functionality of the System, or any part thereof, is limited by the Error, or

    1.1.13.2 any of the functions of the System cannot be used.

    1.1.13.3 data and/or work executed by a user is lost in consequence of such Error

1.1.14 "**Category C Error**" means the Error which

    1.1.14.1 does not prevent or has an absolutely minimum influence on proper use or functionality of the System, and

    1.1.14.2 has a minimum influence on the use of the System as a whole.

1.1.15 "**Implementation**" means a process of adapting the Ordered Work to the Customer's specific needs, namely by setting the customer parameters of the Ordered Work in accordance with the Documents of the Ordered Work.

1.1.16 "**Installation**"

    1.1.16.1 with respect to Hardware, the performance of any and all activities required to put the hardware into operation, including without limitation, remove of old hardware its plugging in into the electrical network at points designated by the Customer, and interconnection of hardware elements with other hardware elements within the System,

    1.1.16.2 with respect to System means performance of all activities necessary for putting the System into operation**,** including without limitation, the implementation of the System **and** the components thereof in the Customer's environment.

1.1.17 "**Insolvency Act**" means the Act No. 182/2006 Coll., on Insolvency and Its Resolution (Insolvency Act), as amended, or any other legal act which results in insolvency or bankruptcy of any party to this Contract.

1.1.18 "**Integration**" means physical and functional interconnection of the System with other elements and/or software and/or hardware equipment of the Customer.

1.1.19 **"Box Software"** means a software developed by any third party other than the Contractor,

> 1.1.19.1 which is marked as a box software in the Contract of Work hereto or is a part of the Ordered Work and is distributed (i) in the packaging containing a tangible data carrier on which a computer programmed is recorded, and the documents to such computer programme (hereinafter only as "Box Software Packaging", or (ii) in any manner leading to the Legitimate Acquisition of the Licence to the Box Software, and

> 1.1.19.2 the use of which is subject to the specific licence terms, and

> 1.1.19.3 to which the Contractor is not authorised to grant any Licence or Sublicence, and

> 1.1.19.4 to which the Licence can be acquired in any of the manners of the Legitimate Acquisition of the Licence to the Box Software.

1.1.20 **"Licence"** means the right to use the System or the Box Software or the Copyright Work.

1.1.21 **"Response Time"** means a time period during which the Contractor is obliged to inform the Customer using a telephone line ▇▇▇▇▇▇▇▇▇ (or another number notified for this purpose by the Customer) and using an electronic mail at the address ▇▇▇▇▇▇▇▇▇ (or another email notified for this purpose by the Customer) of the manner in which the reported Error will be removed and by which Contractor's employees.

1.1.22 **"Time for Error Removal"** means a time period set forth obligatorily in this Contract during which the Contractor is obliged to remove the reported Error.

1.1.23 **"Place of Performance"**

> 1.1.23.1 K Letišti 6/1019, Prague 6 so-called White House

> 1.1.23.2 Jana Kašpara 1069/1, Prague 6, APC building

> 1.1.23.3 and other premises determined by the Customer within the grounds of the international civil airport Prague Ruzyně.

1.1.24 **"Normal Operation"** means the use of the System and the Ordered Work by the Customer when the System and the Ordered Work does not show any Errors or Defects and is in accordance with the applicable legislation.

1.1.25 "**Civil Code**" means the Act No. 89/2012 Coll., the Civil Code, as amended, or any legal regulation that will supersede it, whether in full or in part.

1.1.26 **"Legitimate Acquisition of the Licence to the Box Software"** means the acquisition of the Licence to the Box Software so that the Customer accepts a proposal for concluding a licence contract to the Box Software by which the Box Software author or an executor of author's proprietary rights address an unspecific group of people in the form of

> 1.1.26.1 tearing packaging of a tangible data carrier on which the Box Software is recorded or by tearing the Box Software Packaging (shrink-wrap license); or

> 1.1.26.2 registration of the Box Software on website of the Box Software author or an executor of author's proprietary rights (browse-wrap license), or

> 1.1.26.3 inserting an activation code or by clicking during the Box Software Installation (click-wrap license); or

> 1.1.26.4 signing the handover protocol based on which the Box Software will be delivered to the Customer, or

> 1.1.26.5 described in the Annex No. 2 hereto.

1.1.27 **"Pilot Operation"** means the time period of ten Business Days from the Contractor's request during which the properties of the supplied Ordered Work are checked and its functionality is tested according to the delivered Documents in the Customer's environment, in the Customer's technical conditions and with from Production AODB data. .

1.1.28 **"Controlled Entity"** means a legal person controlled by the Customer of by the Contractor pursuant to the Act No. 90/2012 Coll. on Commercial Corporations and Cooperatives (Act on Commercial Corporations), as amended.

1.1.29 "**Report**" means a report made by the Customer by a telephone to the Contractor's Support Centre regarding the existence of a Defect or an Error. Each telephone report must be confirmed by the Customer also by sending an email message to the Contractor to the email **to be inserted by the Contractor**, by the end of the following Business Day.

1.1.30 „**Penetration test**" means a special method of verification whether the System interface accessible from the Internet, after having been modified in the form of performance of the Ordered Work (if applicable), is provided with sufficient protection against an attack looking for private or non-public data, or taking control of the System and its features. Penetration tests will be carried out using the OWASP method (The Open WebAplication Security Project – a set of recognized security methods which are necessary for the erection of a safe web application ▮▮▮▮▮▮▮▮).

1.1.31 **"Ongoing Information Period"** means a frequency of providing ongoing information about removal of Errors which must be delivered by the Contractor to the Customer.

1.1.32 **"Sublicence"** means the right to use the System derived from the Contractor's Licence acquired from an executor of the author's proprietary rights which include, without limitation, also the Contractor's right to grant the license to the System to a third party.

1.1.33 **"Support Centre"** means the Contractor's Support Centre located (including personnel and technical staff) in the territory of the Czech Republic, on tel.: ▮▮▮▮▮▮▮▮, e-mail: ▮▮▮▮▮▮▮▮.

1.1.34 "**Business Day**" means any calendar day, with the exception of Saturday, Sunday, day of rest or holiday pursuant to the applicable legal regulations of the Czech Republic.

1.1.35 **"Intellectual Property Rights"** mean all patents, copyrights, rights to utility designs, trademarks, trade names and commercial names, protected designation of origin, rights related to copyrights, special rights of database makers, trade secret, know-how and any other intellectual property rights of any character (whether or not registered), including any registration applications and exclusive rights to register for protection anything from the aforesaid rights at any place in the world.

1.1.36 **"Handover"** means the day when the Parties sign the Acceptance Certificate.

1.1.37 "**Handover Protocol**" means a protocol of handover and takeover of the Ordered Work signed by both Parties.

1.1.38 "**Service Period**" means 24 hours, 7 days a week.

1.1.39 **"Service Window"** means a time interval approved by the Customer in which the Contractor persons Software Corrections and service actions which require limitation of the System operation or a total shut-down of the System.

1.1.40 **"Services"** means a group of activities defined in art. 3 hereof.

1.1.41 "**Contract for Work**" has a meaning as set forth in art. 2.1 hereof.

1.1.42 **"Software Correction"** means adaptation of the System determined for correction of Errors.

1.1.43 **"System"** means the flight information display system as described in Contract for Work.

1.1.44 "**Delivery Date of the Ordered Work**" has a meaning as set forth in art. 5.3.4 hereof.

1.1.45 **"Upgrade"** means providing new versions of the System, namely with an extended or corrected functionality which includes the Installation.

1.1.46 **"Update"** means providing updates of the System as a part of one version of the System (e.g. 1.1, 1.2 etc., including removal of errors and upgrades) which includes the Installation.

1.1.47 **"Adaptation"** has a meaning as set forth in art. 5.1.1 hereof.

1.1.48 **"Defect"** means (i) defects in title of the Ordered Work, or (ii) a conflict between the real properties of the Ordered Work and the properties which are set for the Ordered Work in this Contract or in the Documents, or (iii) any deviation of the Ordered Work from standard properties defined in this Contract or in the Documents which has an adverse impact on its activities or functionality, providing that they have occurred before the day of Handover.

1.1.49 **"Category A Defect"** means the most severe Defect, such as when:

    1.1.49.1 the Ordered Work has defects in title, or

    1.1.49.2 the supplied Ordered Work reports such non-standard behaviour which hinders the use of other Customer's operation systems connected with any of the System component, or

    1.1.49.3 the supplied Ordered Work is completely dysfunctional or excludes the use of any of the System component as a whole.

1.1.50 **"Category B Defect"** means a Defect which can be described as a Defect which limits the use or functionality of the Ordered Work or the use of the System as a whole and/or in consequence of which the data and/or work performed by a user is lost.

1.1.51 **"Category C Defect"** means a Defect which the Customer has not identified as a Category A Defect or a Category B Defect and which does not prevent or has a minimum influence on proper use or functionality of the Ordered Work and has a minimum influence on the use of the System as a whole.

1.1.52 **"Remote Access"** means a connection of the Contractor with the System in the form of VPN connection. Terms and methods of solution of the Remote Access are described in the Annex No. 3 hereto.

1.1.53 **"Production AODB"** means AODB for the exchange and processing of up-to-date operationl AODB data.

1.1.54 "**Hardware**" means graphic controllers delivered within Contract for Work and/or delivered within Adaptations hereto.

1.1.55 **"Test Plaform"** means plaform for System which must be run in parallel with Production Platform. Test Platform has the same functionalities as Production Plaffomr and contains its interface for AODB data transfer.

1.1.56 **"Production Platform"** means platform for System optimized for 24/7 operation, making use of all System features.

1.1.57 **"Verification Operation"** means the time period of ten Business Days from the Contractor's request during which the properties of the supplied Ordered Work are checked and its functionality is tested according to the delivered Documents on the Test Platform, in the Customer's technical conditions and with with datas from Production AODB.

1.1.58 "**Backup Platform**" means platform which has same functionalities as Production Platform. In case of failover of the Sytem, operation of System will be switched on to Backup Platform within 20 minutes.

1.2 Other definitions. Other terms may be defined directly in the text of the Agreement which definition shall be in bold letters with the phrase "hereinafter only as" before it and further in the text hereof shall be capitalized.

1.3 Interpretation.

1.3.1 Terms in singular number includes the plural number and vice versa; any word which denotes the masculine gender shall include the feminine and/or the neuter genders and vice versa; any reference to a person includes natural and legal person and vice versa.

1.3.2 Headings of articles and subparagraphs of the Contract are included for convenience only and will not affect the interpretation of the Contract.

1.3.3 In case of any conflict between the text of the Contract and the Annexes thereto, the text in the Contract shall prevail.

2. SUBJECT

2.1 Recitals. Based on the Contract for Work, ref. no. 0122002838 concluded on .... between the Contractor and the Customer. Contractor:

2.1.1 has supplied to the Customer the System as defined in the Contract for Work;

2.1.2 has granted to the Customer a Licence and/or Sublicence to the System;

2.1.3 has performed for the Customer activities necessary for securing full functionality of the System, as described in the Contract for Work and the Documents;

the Supply described in this article hereof will be hereinafter referred to only as "**Work**".

2.2 Subject. Subject to the conditions stipulated hereunder

2.2.1 the Contractor undertakes to provide the Customer with Services and the Customer agrees to pay the Contractor for such Services the Price under the conditions agreed in art. 8 hereof.

3. SERVICES

3.1 Subject of Services. The Parties have agreed that the Services provided by the Contractor include the following activities:

3.1.1 ensuring functionality, Availability and support for the System,

3.1.2 Performance of the Adaptations of the System pursuant to art. 5 hereof.

4. ENSURING FUNCTIONALITY, AVAILABILITY AND SUPPORT FOR THE SYSTEM

4.1 Warranty of Functionality. During the Contract Term the Contractor will ensure Normal Operation of the System and of the Ordered Work hereunder by removing Errors in accordance with the terms and conditions stipulated in this Contract.

4.2 During the Contract Term the Contractor will ensure that the System and the Ordered Work operated without any Errors.

4.3 Error Reports. The Customer is obliged to report an Error to the Support Centre in such time after the detection thereof which may reasonably required from the Customer (hereinafter only as "**Report**").

4.4 Support Centre. The Contractor will provide for during the Service Period:

4.4.1 availability of the Support Centre for accepting Error Reports and for telephone consultations with the Contractor's employees having the necessary qualification (certification) and experience in relation to the System.

4.4.2 recording the following information to the reported Error:

          4.4.2.1   description of procedure or conditions which led to the Error occurrence,

          4.4.2.2   error reports and entry data at the Contractor's request,

          4.4.2.3   Customer's contact persons for negotiations with the Contractor.

4.4.3 responding to telephone or email Error Reports made to the Support Centre by the Contractor's responsible employees who have the corresponding qualification (certificate) and experience related to the System, in keeping the Response Times according to this Contract.

4.4.4 performing localization and identification of Errors and their causes.

4.4.5 providing information on the status, procedure and the method of removing Errors, in keeping the Ongoing Information Period.

4.4.6 performing updates of the Documents in the form of sending change reports so that the Customer had continuously at disposal up-to-date Documents to the System which the Customer uses at the relevant moment.

4.5 General Parameters. In providing Services the Contractor will comply with the following time limits:

item (Error category)	Response Time/Start of Error Removal	Time for Error Removal	Information frequency (Frequency of ongoing information)
Category A Error	within 30 minutes	Up to 4 hours	Every 1 hour until the Error is removed
Category B Error	Up to 4 hours	Up to 24 hours	Every 6 hours until the Error is removed
Category C Error	by the next Business Day	Up to 14 calendars days	Every 24 hours until the Error is removed

4.5.1 The Response Times and the Time for Error Removal stated in this article start when the Customer's Report is delivered to the Contractor's Support Centre. The same applies for setting the Frequency of Ongoing Information.

4.5.2 The Error Category determine Customer when the report is delivered to the Contractor's Support Centre.

4.5.3 The Parties have agreed on the procedure of providing ongoing information so that the Customer's employee contacts within the limits of the agreed Frequency of Ongoing Information the Contractor's Support Centre and the Contractor will inform him about the current status of the process of the Error removal.

4.6 Removal of the System Errors and the System Support.

4.6.1 The Contractor will remove the System Errors within the Time for Error Removal, unless otherwise agreed between the Parties, by means of the Installation of Software Corrections or in other manner so that the Normal Operation was restored. Removal of the reported Errors includes, without limitation, removal errors or defects that occurred in consequence of the Error being removed, or removal of errors in data which occurred in consequence of the Error being removed.

4.6.2 Unless otherwise agreed between the Parties, the Contractor will supply or enable obtaining Upgrade or Update of the System within 3 days from the release date.

4.7 In case of delivery of Hardware as a Ordered Work, Contractor is obliged to provide following warranty for Hardware

4.7.1 The Contractor hereby grants the Customer a warranty for the quality of the Hardware in the duration of 4 (four) years ("HW warranty"). HW warranty shall commence running from the day following the signing of Handover Protocol.

4.7.2 The Customer shall be obliged to notify any Defect of Hardware occurred during the HW warranty to the Support Center, such notification to be made within such period of time upon discovery of the Defect, as can be reasonable required from the Customer.

4.7.3 The Contractor undertakes to rectify a Notified Defect of Hardware as follows:

4.7.3.1 In case of Category A Defect, within 2 (two) Business Days from receipt of the Customer's Report containing the Defect Notice, unless the Parties agree otherwise in writing.

4.7.3.2 In case of Category B Defect, within 10 (ten) Business Days from receipt of the Customer's Report containing the Defect Notice, unless the Parties agree otherwise in writing.

4.7.3.3 In case of Category C Defect, within 20 (twenty) Business Days from receipt of the Customer's Report containing the Defect Notice, unless the Parties agree otherwise in writing.

4.7.4 The Parties hereby agrees on the following Defect of Hardware rectification methods:

4.7.4.1 Replacement of the defective Hardware with defect- free Hardware, or

4.7.4.2 Repair of the defective Hardware, provide that a similar Defect was not claimed more that three times during HW warranty.

4.7.4.3 Agreement between Parties on a Defect rectification method other than that described in text above. In such case the Parties shall enter into a written agreement on such other Defect rectification method.

4.7.5 The Contractor grants to the Customer a 6 months warranty period with respect to the quality of any repairs made, provided that such warranty period shall not end earlier than the original HW warranty.

4.8 System Shut-Down.

4.8.1 Except for removing the reported Error, the Contractor has the right to shut down the System only during the Service Windows or upon a previous agreement with the Customer.

4.9 Excluded Liability for Errors. The Contractor will not be liable pursuant to the previous provisions of this art. 4 for an Error occurred by an intervention of persons other than the Contractor or the Contractor's subcontractors or by the use of the System in conflict with the provided Documents.

4.10 On-Site Support. Upon the Customer's request the Contractor will provide the Service at the Place of Performance.

4.11 Availability

4.11.1 The Contractor will provide for the Availability of the System so that the sum of all times of durations of the reported Category A Errors did not exceed during the relevant calendar year 12 hours, subject to the following conditions

4.11.1.1 the maximum consecutive time of the non-planed failure (A Error) of the System will not exceed 4 hours

4.11.1.2 the maximum number of failures pursuant to art. 4.10.1.1 will not occur more than once in 6 months

4.11.1.3 the maximum non-planned failure (A Error) lasting less than 1 hour will not occur more than once in a month.

4.11.2 The evaluation of Availability will take place on a monthly basis by comparing reports on the System Errors recorded by the Customer and the Contractor. The Contractor will send for the purpose of such comparison to the Customer monthly reports on the Reported Errors to the contact data stated in the Annex No. 1 hereof, each time within

the fifteenth (15th) day of the following month after the evaluated month. Such report will contain a list of all reported Errors with their identification numbers, time snapshot of their solution, a brief description of their solution and the evaluation of fulfilment of time periods for removal of Error and Defects agreed hereunder.

4.12 <u>Changes of applicable legislation.</u> The Contractor will ensure that the System and the Ordered Work in any moment of the term of this Agreement (i) is in accordance with the applicable legislation regarding particularly personal data protection, cyber security and tax legislation, and (ii) shall contain such options that allow the Customer to use the System and the Ordered Work in accordance with the applicable legislation. In case of change of legislation concerning the System or the Ordered Work the Contractor shall release an Update that will adjust the System and the Ordered Work to this new legislation. The price for this Update is included in the Support Fee.

5. ADAPTATIONS

5.1 <u>Assignment</u>.

5.1.1 In the course of the Contract Term the Customer has the right to send to the Customer at any time the assignment for

5.1.1.1 adaptations and/or other changes of the System and/or

5.1.1.2 providing professional consultations in relation to the System and/or

5.1.1.3 activities related to the System which need special certificates required by the System manufacturer

5.1.1.4 delivery of Hardware

(hereinafter only as **"Adaptation"**) in the form of delivery of the assignment by email or in writing to the contacts of the Support Centre (hereinafter only as "**Assignment**").

5.2 <u>Offer</u>.

5.2.1 Unless a longer delivery period is determined by the Customer, the Contractor will send within 15 (fifteen) Business Days from the receipt of the Assignment to the Customer's contact person stated in the Annex No. 1 hereto a quotation for the execution of the Assignment (hereinafter only as "**Offer**") which will contain at minimum:

5.2.1.1 the method of calculation of the price for the Assignment using the Manday rate pursuant to the Annex No. 2 hereto and other costs, if applicable, unless otherwise agreed by the Parties

5.2.1.2 requests for the Customer's cooperation,

5.2.1.3 time schedule of the Assignment execution, time schedule shall not be longer than 6 month, unless otherwise agreed by the Parties

5.2.1.4 validity of the Offer which must not be less than 45 days.

5.2.2 The Offer will include all Contractor's costs of the Assignment execution.

5.3 <u>Order</u>.

5.3.1 The Contractor will perform the Adaptation only on the basis of an order delivered to the contacts of the Support Centre. The order will include:

5.3.1.1 written specification of the scope of the Adaptation requested by the Customer and in the version corresponding to the Offer, and

5.3.1.2 Offer.

5.3.2 The Contractor will confirm the Customer's Order within 5 (five) Business Days after the receipt thereof. If the written confirmation of delivery of the Order is not delivered to the Customer within the time limit pursuant to the previous sentence, it is assumed that the Contractor confirmed delivery of the order, unless the procedure pursuant to subparagraph 5.3.3 hereof applies.

5.3.3 The Contractor is not obliged to confirm delivery of the Customer's order pursuant to art. 5.3.2 hereof only providing that:

    5.3.3.1 the Customer has delivered the order to the Contractor for works or supplies which are in conflict with the Assignment or the Offer, or

    5.3.3.2 the Customer did not deliver the order corresponding to the Offer to the Contractor on or before the end of validity of such Offer.

5.3.4 For the avoidance of any doubts, the Parties have explicitly agreed that the order delivered to the Contractor will be considered a partial agreement the subject of which is delivery of supplies specified therein (hereinafter only as **"Ordered Work"**) for the price determined according to the Offer (hereinafter only as **"Price for the Ordered Work"**) and in accordance with the time schedule specified in the Offer (hereinafter only as **"Delivery Date of the Ordered Work"**) and which is governed by this Contract as regards the terms that are not explicitly agreed in the order. Each order will always refer to the reference number of this Contract and will be numbered in an ascendant order.

5.3.5 For the avoidance of any doubts the Parties have agreed that the Ordered Work will always include an amendment to the Documents containing the update of a change related to the Ordered Work.

5.4 <u>Handover and Takeover of the Ordered Work (for Hardware is applicable only art. 5.4.1.4 hereof)</u>

5.4.1 Handover and takeover of each Ordered Work will take place on the basis of the acceptance procedure which has following stages, if Parties have not agreed otherwise:

    5.4.1.1 Verificaton Operation

    5.4.1.2 Penetration test (unless the Customer specifically determines that the Penetration test is not required for Handover and Takeover of the Ordered Work pursuant to art. 5.4.3.4 hereof), and

    5.4.1.3 Pilot Operation which includes handover of source codes pursuant to sub. 5.5.5 hereof, if applicable, and

    5.4.1.4 Handover Protocol signing.

5.4.2 If the subject of the Ordered Work is provision of professional consultations in relation to the System, the acceptance procedure will include only signing of the Handover Protocol.

5.4.3 <u>Verification Operation.</u>

    5.4.3.1 After the Ordered Work is completed, the Contractor will call the Customer in writing to start the Verification Operation, which call will include a draft testing scenario. The time period for starting the Verification Operation is 5 (five) Business Days after the testing scenario is approved by the Customer, unless otherwise agreed by the Parties. If the Ordered Work includes the Installation and/or the Implementation and/or the Integration, the Contractor will complete it on or before the day preceding the start of the Verification Operation.

    5.4.3.2 In case the Customer fails to appear on the date specified for performance of the Verification Operation, and does not appear even in the additionally provided time period of 3 (three) Business Days from after the Contractor's repeated request, the Verification Operation will be considered finished without Defects.

    5.4.3.3 The Parties will sign a record of the completed Verification.

    5.4.3.4 If it is established during the Verification Operation that the number of Defects does not exceed the following values:

        (a) Category A Defect - 0

(b)	Category B Defect	- 0
(c)	Category C Defect	- 3

the Contractor has the right to (i) call the Customer to start Pilot Operation.

5.4.3.5 If the record of the completed Verification Operation implies that the Ordered Work does not meet the criteria stated in art. 5.4.5.4 hereof, the Contractor will remove the detected Defects within the time period of 10 (ten) Business Days from the day of signing the Record and, after they are removed, the Contractor will call the Customer to start the Verification Operation with the art 5.4.3 hereof being applied as appropriate. The procedure of testing and subsequent defect removal will repeat until the Contractor meets the acceptance criteria stated in art. 5.4.5.4 hereof, however, no more than twice.

5.4.3.6 In case the record of the completed Verification Operation implies that the Ordered Work does not meet the criteria stated in art. 5.4.5.4 hereof, not even after the second repeated process pursuant to art. 5.4.3.5 hereof, the Customer has the right to withdraw from the partial agreement pursuant to art. 5.3.4. In such case the Contractor is not entitled to claim payment of the Price for the Ordered Work, or compensate.

5.4.4 Penetration test

5.4.4.1 After the successful completion of the Verification Operation and meeting the requirements as set forth in art. 5.4.3.4 hereof, the Customer is entitled to carry out a Penetration test at their discretion within ten (10) Business days from the signature of the record of the Verification Operation as set forth in art. 5.4.3.3 hereof. The performance of the Penetration test will be supplied by a third party at the Customer's expense. The Contractor is obliged to provide all necessary cooperation for the performance of the Penetration test.

5.4.4.2 Provider of Pentration test will perform the penetration test report, which could be presented to the Contractor (hereinafter as „P**enetration test Report**").

5.4.4.3 In the event that the Penetration test Report does not uncover any security issues in Categories Medium, High, Critical or higher (or their equivalents in meaning), the Contractor is entitled to invite the Customer to take over the Ordered Work in writing. Parties have expressly agreed that in case of discrepancies in classification of the security issue the Customer shall determine the category of the security issue. The indicative meaning of the above security issue Categories is listed below:

- Security issue Category "Critical" – uncovered vulnerability of the Ordered Work may be immediately used to compromise the Ordered Work (gaining access to unprivileged folders, gaining access to the domain/local administrator account, gaining access to other user accounts, potential permanent putting the Ordered Work out of service, etc.).

- Security issue "High" – uncovered vulnerability of the Ordered Work which, combined with other vulnerabilities or practices, poses a high risk.

- Security issue "Medium" – special conditions must be met to misuse the above vulnerabilities or the potential misuse thereof has a limited impact.

5.4.4.4 In the event that the Penetration test Report uncovers that the Ordered Work shows any security issues of the Categories listed in art. 5.4.4.2 hereof, the Contractor undertakes to remedy the uncovered deficiencies and, after the removal thereof, to invite the Customer to initiate the Penetration test again, with art. 5.4.4.1 and 5.4.4.2 hereof being applied as appropriate. This process and subsequent troubleshooting will be repeated until the Contractor meets the acceptance criteria as set forth in art. 5.4.4.2 hereof, however, no more than twice (2x) and no later than twenty (20) days after the initiation of the first Penetration test. Any repeated Penetration tests will be performed at the Contractor's expense. In the event that the Penetration test Report implies that the Ordered Work keeps showing any security issues in the Categories listed in art. 5.4.4.2 hereof even after the second repetition of the Penetration test, the Customer is entitled to withdraw from the partial agreement within the meaning of art. 5.3.4. In such case the Contractor is not entitled to claim payment of the Price for the Ordered Work, or compensation of costs expended on the completion of the Ordered Work.

5.4.5 <u>Pilot Operation.</u>

5.4.5.1 After the successful completition of Verification Operation and/or of Penetration Test, the Contractor will call the Customer in writing to start the Pilot Operation, which call will include a draft testing scenario. The time period for starting the Pilot Operation is 5 (five) Business Days after the testing scenario is approved by the Customer, unless otherwise agreed by the Parties. If the Ordered Work includes the Installation and/or the Implementation and/or the Integration, the Contractor will complete it on or before the day preceding the start of the Pilot Operation.

5.4.5.2 In case the Customer fails to appear on the date specified for performance of the Pilot Operation, and does not appear even in the additionally provided time period of 3 (three) Business Days from after the Contractor's repeated request, the Pilot Operation will be considered finished without Defects.

5.4.5.3 The Parties will sign a record of the completed Pilot Operation.

5.4.5.4 If it is established during the Pilot Operation that the number of Defects does not exceed the following values:

(d)	Category A Defect	- 0
(e)	Category B Defect	- 0
(f)	Category C Defect	- 3

5.4.5.5 the Contractor has the right to (i) call the Customer to Handover the Ordered Work and the Customer is obliged to take over the Ordered Work and/or (ii) to start performing Penetration test.

5.4.5.6 If the record of the completed Pilot Operation implies that the Ordered Work does not meet the criteria stated in art. 5.4.5.4 hereof, the Contractor will remove the detected Defects within the time period of 10 (ten) Business Days from the day of signing the Record and, after they are removed, the Contractor will call the Customer to start the Pilot Operation with the art 5.4.5 hereof being applied as appropriate. The procedure of testing and subsequent defect removal will repeat until the Contractor meets the acceptance criteria stated in art. 5.4.5.4 hereof, however, no more than twice.

5.4.5.7 In case the record of the completed Pilot Operation implies that the Ordered Work does not meet the criteria stated in art. 5.4.5.4 hereof, not

even after the second repeated process pursuant to art. 5.4.5.5 hereof, the Customer has the right to withdraw from the partial agreement pursuant to art. 5.3.4. In such case the Contractor is not entitled to claim payment of the Price for the Ordered Work, or compensation of costs expended on the completion of the Ordered Work.

5.4.6 <u>Handover Protocol</u>.

5.4.6.1 The Parties will sign the Handover Protocol after:

the Parties prepare a record of the completed Pilot Operation and Penetration Test (if relevant)

the Customer checks and confirms the completeness of the updated Documents and the Contractor fulfils the obligation pursuant to sub. 5.5.5. hereof, if applicable.

5.4.6.2 The Handover Protocol will contain a list of the remaining Defects and security issues detected during the Penetration Test with the time period set for removal thereof; in the absence of a written agreement about this time period for defect removal, the time period is assumed to be 14 (fourteen) Business Days from the day of signing of the Handover Protocol.

5.5 <u>Use of the Ordered Work</u>.

5.5.1 If the subject of the Ordered Work is

5.5.1.1 a supply of Hardware, the title and risk to it will be transferred onto the Customer on the day of Handover.

5.5.1.2 granting a Software Licence (unless it is a Box Software), the Contractor will grant to the Customer as an executor of the author's proprietary rights to it as at the day of Handover of the Ordered Work which includes such software (unless it is a Box Software) a License

- for the term of existence of the author's proprietary rights,

- geographically limited by the territory of the Czech Republic,

- in the number necessary for operation of the System in Normal Operation, and

- subject to the licence terms stated in the Offer.

5.5.1.3 granting a Sublicence to software, the Contractor will grant to the Customer as at the day of Handover of the Ordered Work which includes such software a Sublicence

- for the term of existence of the author's proprietary rights,

- geographically limited by the territory of the Czech Republic,

- in the number necessary for operation of the System in Normal Operation, and

- subject to the licence terms stated in the Offer.

5.5.1.4 a supply of a Box Software, the Contractor will transfer onto the Customer title to the Box Software Packaging as at the day of Handover of the Ordered Work which includes such computer programme and as of the same day the Contractor will make it possible for the Customer to acquire a Licence to the Box Software in any of the forms of the Legitimate Acquisition of the Licence to the Box Software.

5.5.2 By attaching his signature on this Contract the Customer accepts the Licence and/or the Sublicence with the effects from the day of Handover of the relevant Ordered Work. The fee for the Licence or the Sublicence to the Box Software is included in the Price for the Ordered Work.

5.5.3 The Contractor grants to the Customer to the Copyright Works created by the Contractor during the execution of the Ordered Work, namely to the subject of the Adaptation, as at the day of Handover of the relevant Ordered Work which includes the Copyright Work, a Licence for the time of existence of the author's proprietary rights, unlimited in territory, in unlimited quantitative scope or method of use and for the time of existence of the author's proprietary rights. The Customer accepts this Licence. For the avoidance of any doubts the Parties state that

    5.5.3.1 The Contractor grants to the Customer a consent to use the Copyright Work according to the previous sentence in its original form or in other form processed or otherwise moderated by a third party, separately or in a collection or combined with other work or elements.

    5.5.3.2 The fee for the Licence pursuant to this article is included in the Price for the Ordered Work.

    5.5.3.3 In case the Customer or a third party authorised by the Customer changes the Copyright Work, the Contractor will not be obliged to provide any adaptations, repairs or warranty for such moderated Copyright Work.

5.5.4 If the licence terms to the System permit so, the Contractor agrees that the Copyright Works created during performance of the Ordered Work, the System, the Box Software to which the Customer acquired the Licence and/or the Sublicence hereunder in connection with the execution of the Ordered Work, may be provided by the Customer for use to the Controlled Entities or to entities controlled by the same controlling entity as the Customer, that is acting in concert with the Customer pursuant to Section 78 of the Law No. 90/2012 Coll, Business Corporation Act, as amended (hereinafter as "Acting in Concert Entities") in any manner of use envisaged as at the day of signing this Contract in the Copyright Act. The fee for the use of the System and the Box Software by the Customer and the Controlled Entities and/or by the Acting in Concert Entities is included in the Price for the Ordered Work.

5.5.5 If applicable in the given case, the Contractor will hand over to the Customer all necessary source codes/installation files created as a part of the Ordered Work on a tangible data carrier or on a substitute data storage device on or before the start date of the Pilot Operation, but only such source codes/installation files created as a part of the Ordered Work directly for the Customer.

5.6 Warranties.

5.6.1 Warranty of Functionality. During the Contract Term the Contractor will ensure that all hardware and software delivered as a part of the Ordered Work operated without any Errors.

5.6.2 Warranty for Configuration and Other Works. The Contractor provides a warranty for quality of the performed configuration and other works which are the subject of the Ordered Work and are performed by the Contractor and/or other persons with a certificate required by a manufacturer of the hardware, or the System for the Contract Term.

5.6.3 Assurances. The Contractor hereby assures the Customer that as at the day of handover of the relevant Ordered Work this Work will not contain any viruses, malware or other functions that could prevent the Customer from using the Hardware, or the System or cause that the System Hardware stops working or its functions are limited or otherwise adversely influenced.

5.6.4 Representations. The Contractor represents that he has the right to grant to the Customer a Licence to the System and the Ordered Work, or a Sublicence, if

appropriate. The Contractor hereby warrants that the relevant Ordered Work or other supplies of the Contractor pursuant to this Contract, or the use of the Ordered Work by the Customer will not infringe and will not result in any infringement of any third party intellectual property rights. Should the Contractor breach his obligation arising out of the warranty stated in this article, the Contractor will be liable for all and any consequences resulting from such a breach, including, without limitation, the obligation to immediately ensure the right for the Customer to use the hardware or the System or the Ordered Work which will not infringe any third party intellectual property rights and to indemnify the Customer for any damage (both pecuniary and non-pecuniary) which may be caused to the Customer.

5.6.5 <u>Warranty Terms</u>. The Contractor will provide for functionality of the Ordered Work the subject of which is a System hardware under the same conditions and in keeping the same Times for Removal as agreed in art. 4 hereof.

5.6.6 <u>Excluded Liability for Defects</u>. The Contractor will not be liable pursuant to the previous provisions of this art. 5.6 hereof for a Defect of the Ordered Work occurred by an intervention of persons other than the Contractor or the Contractor's subcontractors or by the use of the System in conflict with the provided Documents.

6. SERVICE LOG

6.1 <u>Records</u>. The service log means a book of records related to the performed service actions regarding

6.1.1 the course of removal and the completed removal of an Error and/or Defect and restoration of Normal Operation,

6.1.2 performance of Update or Upgrade of the System pursuant to art. 4.6.2 hereof, and

6.1.3 performance of the Adaptations pursuant to art. 5 hereof.

6.2 <u>Record Confirmation</u>. If the Customer agrees with a record, he will confirm it by his signature after the end of the service action or continuously in the course of the execution thereof, providing that the action or the provided service lasts longer than 24 hours.

6.3 <u>Setting Up the Service Log</u>. The Service Log will be set up for the purpose of this Contract by the Contractor on the day of effectiveness hereof and handed over to the Customer's custody on the occasion of the first record into the Log.

7. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1 <u>Other Customer's Rights</u>. The Customer has the right to:

7.1.1 print out and use documents related to the System and the Ordered Work in an unlimited number of copies, however, only for the internal use of the Customer and the Controlled Entities and Acting in Concert Entities,

7.1.2 participate in service actions and be present in the course of the Installation, including operation tests of the entire System.

7.2 <u>Cooperation Obligation</u>. The Customer will provide the Contractor with cooperation during the execution of the System adaptations and service actions in case of failures of the System, which cooperation consists in providing

7.2.1 an access to the Place of Performance,

7.2.2 information on functioning of the System in the form of consultations with the Customer's employees,

7.2.3 ensuring the operation of all technical (SW and HW) infrastructure of the surrounding systems associated with the subject hereof.

7.2.4 ensuring conditions for a Remove Access,

7.2.5 information on the Adaptations in settings of the System and on the Adaptations of the Customer's infrastructure having a direct influence on the System function.

7.3 <u>Lack of Cooperation</u>. In case of the Customer's delay in performance of his obligations hereunder, the Contractor will inform the Customer in writing of this fact and ask him to fulfil the relevant obligation within an additional time limit of 3 calendar days. Should the Customer not fulfil this obligation, not even within such additionally granted time period, the Contractor will not be considered late with fulfilling the obligation related to the Customer's delay.

7.4 <u>Other Customer's Obligations</u>. The Customer undertakes to:

7.4.1 take a proper and diligent care of the System and the Ordered Work so that it is protected from any damage and to prevent the occurrence of damage.

7.4.2 immediately inform the Contractor of any Errors or Defects of the System and/or the Ordered Work or provided Services or of any claims lodged by third parties which prevent the Customer from using the Service in the manner agreed hereunder.

7.4.3 use the System, the Ordered Work and other parts of the Services that are subject to the regulation on the protection of Intellectual Property Rights in accordance with this Contract.

7.5 <u>Other Contractor's Obligations</u>. In addition, the Contractor undertakes to:

7.5.1 provide Services as efficiently as possible, with all professional care in accordance with this Contract and by means of employees having appropriate education and expertise with providing the relevant supply.

7.5.2 comply with generally binding legal regulations, technical standards and normal trade usage related to the Software.

7.5.3 after each Adaptation to deliver the Software to the Customer, including licence codes, on a tangible data carrier or by loading on a data storage device on or before the day of signing of the Handover Protocol.

7.5.4 after each Adaptation to update the Documents and deliver them to the Customer immediately after the completion of the relevant Adaptation, however, no later than within 20 (twenty) Business Days from the Customer's written request.

7.5.5 make sure that his employees engaged in performance hereof complied during their stay at the Place of Performance with internal regulations, instructions and directives, regulations governing movement of persons, vehicles, materials, fire safety, occupational health and safety and other regulations with which they will be familiarised by the Customer; such familiarisation must be confirmed by a written record.

7.5.6 inform the Customer of any outstanding overdue debts arisen out of this Contract no later than within 3 (three) Business Days so as the Customer could pay them without undue delay.

7.5.7 provide Services in compliance with requirements stipulated in Annex No. 5 hereto.

8. **PRICE**

8.1 The Customer will pay the Contractor for the Services in the scope of art. 3.1.1 hereof a monthly fee in the amount of CZK **90 000,00** (in words: ninetythousandsczechcrowns) without VAT (hereinafter only as **"Support Fee"**).

8.2 The Customer agrees to pay the Contractor for the Services in the scope of art. 3.1.2 hereof an amount set forth in accordance with art. 5.3.4 hereof (hereinafter only as **"Price for the Ordered Work"**").

8.3 The Support Fee and the Price for the Ordered Work include all direct and indirect costs of the Contractor which must be necessarily or efficiently expended in the course of performance of the Services, unless otherwise agreed by the Parties ad hoc. The Support Fee and the Price for the Ordered Work do not include a value added tax which will always be added at the statutory rate according to the applicable legal regulations as at the day of taxable transaction.

8.4 The Support fee will always be paid on the basis of an Invoice which may be issued by the Contractor as at the last day of a calendar month in which the Service have been provided. For the purpose of the value added tax the Services are considered delivered on an ongoing basis. The date of taxable transaction is the last day of the month for which the Invoice is issued.

8.5 The Price for the Ordered Work will always be paid on the basis of an Invoice which may be issued by the Contractor no sooner than on the day following the acceptance pursuant to art. 5 hereof. A copy of the Handover Protocol will be an integral part of the Invoice. For the purpose of the value added tax, the day of signing of the Handover Protocol by the Customer will be the day of taxable transaction.

8.6 <u>Maturity</u>. The maturity period of an Invoice will be thirty (30) days from the day of delivery thereof to the Customer's seat. Should the due day fall on Saturday, Sunday, or other day of rest, 31st December or other day which is not a business day pursuant to the Act 370/2017 Coll., on Payment System, as amended, the maturity shall be extended to the nearest business day. The Customer's obligation is settled when the due amount is deducted from the Customer's account.

8.7 <u>Currency</u>. All payments according to this Contract will be made in Czech crowns. Should the legal currency/payment units in the Czech Republic change, all payments made hereunder will be converted in accordance with the relevant exchange rates or requirements of the applicable legal regulations.

8.8 The received Invoice must comply with all requirements set for a tax document pursuant to the applicable legal regulations of the CR, namely the Act on VAT, and must contain objectively correct data in relation to the supply. The Contractor is obliged to deliver an invoice to the Customer to the invoicing address set forth in art. 8.11 hereof no later than by the 10th day following the date of taxable transaction. After the Customer receives the invoice, he has 10 days to assess whether or not it is correctly issued or return it, if it is not. The invoice must also include information about the Order number and the Customer's contract reference number based on which the supply is made. After the incorrectly issued Invoice is returned, the maturity period is interrupted and a new maturity period starts again after delivery of the correctly issued Invoice.

8.9 All amounts paid hereunder will be paid directly to the Contractor's bank account with a bank in the Czech Republic and specified in this Contract the number of which is published by the tax administrator in the manner enabling a remote access (in accordance with the applicable version of the Act No. 235/2004 Coll., on Value Added Tax), unless the Invoice states other bank account the number of which is published by the tax administrator in the manner enabling a remote access (in accordance with the applicable version of the Act No. 235/2004 Coll., on Value Added Tax).

8.10 If the Contractor in accordance with the Act No. 235/2004 Coll., on Value Added Tax:

8.10.1 is appointed by a decision of the tax administrator an unreliable payer, or

8.10.2 demands payment for a taxable supply provided hereunder to the bank account which is not published by the tax administrator in the manner enabling a remote access, or to the bank account kept by the payment service provider outside the territory of CR,

the Customer has the right to pay to the Contractor's bank account only the Support Fee and/or the Price for the Ordered Work for the provided taxable supplies without a value added tax (hereinafter only as "**VAT**"). The Customer may pay VAT, if chargeable and if it is according to the Contract included in payment by the Customer, directly to the account of the relevant tax administrator. In such case the amount corresponding to VAT is not considered an amount due to the Contractor and the Contractor is not entitled to demand payment of VAT or impose any contractual sanctions, default interest or penalties. The Customer will inform the Contractor of such procedure no later than on the day of payment of the Support Fee and/or the Price for the Ordered Work.

8.11 The address for delivery of Invoices is:

in writing to the address:

Letiště Praha, a. s.

Register of invoices

Jana Kašpara 1069/1

160 08 Praha 6

or in electronic form as .PDF or to the email address: ██████████.

8.12 The Customer is authorized to lower the paid Price by the paid withholding tax or other similar tax in the case when payment of the Price shall be in, accordance with Czech tax regulations, subject to withholding tax or other similar tax. In such case the sum amounting to withholding tax or other similar tax shall not be considered as an unpaid liability of the Customer against the Contractor.

9. CONTRACT TERM

9.1 <u>Contract Term</u>. This Contract has been concluded for the time period of 96 months, it comes into force on the day of its signing and into effect on the day the System is taken over by the Customer base on Contract of Work. If the day the System is taken over by the Customer precedes the day this Contract has been published in the Register of Contracts, this Contract comes into effect on the day of its publication in the Register of Contracts.

9.2 <u>Methods of Termination of the Contract</u>. The effectiveness and force of this Contract terminates only:

9.2.1 upon the lapse of the agreed Contract Term, or

9.2.2 by a written agreement of the Parties, or

9.2.3 upon the lapse of the notice period on the basis of a notice filed in accordance with the requirements stipulated in art. 9.3 or art. 9.4 hereof

9.2.4 upon the lapse of the notice period filed in accordance with the requirements stipulated in art. 9.6 hereof

9.3 <u>Notice of Termination filed by the Customer</u>. The Customer has the right to terminate the Contract, providing that:

9.3.1 the Contractor has repeatedly and despite a written notice breaches his obligation pursuant to article 4 through 7 hereof, or

9.3.2 the Contractor has failed to remedy a breach of the warranties pursuant to art. 5.6.3 and 5.6.4 hereof, not even within the additional grace period of 20 (twenty) Business Days from the Customer's written request.

9.4 <u>Notice of Termination filed by the Contractor</u>. The Contractor has the right to terminate the Contract, providing that:

9.4.1 the Customer is despite a written notice late with payments of any amounts due hereunder and such delay continues longer than 30 calendar days, or

9.4.2 the Customer has failed to remedy a repeated breach of the obligation of providing cooperation hereunder, not even within the additional grace period of 20 (twenty) Business Days from the Contractor's written request.

9.5 <u>Notice Period</u>. The Parties have explicitly agreed that after the notice of termination is filed pursuant to art. 9.3 or art. 9.4, this Contract will be terminated upon the lapse of the notice period of 3 months computed from the first day of a calendar month following delivery of the notice to the other Party.

9.6 Termination for convenience. The Parties have agreed that the Customer has the right to terminate this Contract for his convenience upon a six (6) month written notice computed from the first day of a calendar month following delivery of the notice to the other Party.

9.7 Exclusion of Other Causes for the Contract Termination. The Customer and the Contractor agree that this Contract may only be terminated for the causes stipulated hereunder, unless the mandatory provisions of legal regulations imply an option to terminate the Contract for other causes.

9.8 Surviving Provisions. The Parties have agreed that art. 5.5 hereof, the provisions on contractual penalties which are a part of this Contract, including the provisions of the Contract which condition the right to claim the contractual penalty, art. 10 and art. 13 hereof, will remain in full force and effect even after this Contract is terminated by any of the manners stipulated in this Contract.

10. CONFIDENTIAL INFORMATION

10.1 The Parties have agreed that all information which will be marked by the Customer as "confidential" will be kept in secrecy (hereinafter only as **"Confidential Information"**).

10.2 The Parties have agreed that the Contractor will not disclose the Confidential Information to any third parties and he will adopt such measures which will prevent disclosure of such information to third parties. The provisions of the previous sentence will not apply to the cases when:

    10.2.1 the Contractor has an opposite obligation by the operation of law; and/or

    10.2.2 the Contractor discloses such information to persons who have a confidentiality obligation by the operation of law, providing that the Contractor informs the Customer in writing to which third party the Confidential Information has been disclosed and makes sure that such a third party is committed under the same confidentiality obligation which bounds the Contractor himself.

    10.2.3 such information becomes a public domain or available to public otherwise then through a breach of obligations arising out of this article; and/or

    10.2.4 the Customer has granted his previous written consent to disclosure of the specific Confidential Information.

10.3 The obligations contained in this subparagraph related to keeping a confidential character of information will remain in full force and effect regardless of the termination hereof.

10.4 The character of Confidential Information and the obligations pursuant to this subparagraph related to it will apply also to keeping a confidential character of information obtained by the Contractor in connection with the use of VPN system as described in the Annex No. 3 hereto.

11. NOTICES

11.1 All and any notices or documents which are to be made in writing in accordance with this Contract must be delivered personally or mailed as a registered mail to the contact data of the other Party. Contact data are contained in the Annex No. 1 hereto.

11.2 The communication other than stated in art. 11.1 hereof may be made by any of the Parties vis-a-vis the other Party via email or fax to the contact data of the other Party.

11.3 Either Party is entitled to change its contact data by sending a written notice to the other Party.

12. CONTRACTUAL PENALTIES AND INDEMNIFICATION

12.1 Contractual Penalties.

    12.1.1 In case the Contractor breaches his obligation to remove an Error within the Time for Removal set forth in art. 4.5 hereof, the Customer is entitled to claim from the Contractor for each such breach a contractual penalty calculated according to the following table:

Error Categories	Contractual Penalty
Category A Error	0.5% of the amount corresponding to the twelve-times the monthly Support Fee for each commenced hour of delay
Category B Error	0,2% of the amount corresponding to the twelve-times the monthly Support Fee for each commenced hour of delay
Category C Error	0.1% of the amount corresponding to the twelve-times the monthly Support Fee for each commenced day of delay

12.1.2 If the Contractor breaches his obligation pursuant to art. 4.10 hereof, the Customer is entitled to claim from the Contractor a contractual penalty in the amount according to the following table:

Excess	Contractual Penalty
More than 12 hours for a calendar year, but less than or equal to 24 hours in a year	2% of the amount corresponding to the twelve-times the Support Fee for each commenced hour of delay
More than 24 hours for a calendar year, but less than or equal to 48 hours in a year	5% of the amount corresponding to the twelve-times the Support Fee for each commenced hour of delay
More than 48 hours for a calendar year	10% of the amount corresponding to the twelve-times the Support Fee for each commenced hour of delay

12.1.3 In addition, the Customer is entitled to claim from the Contractor:

12.1.3.1 a contractual penalty in the amount of CZK 7,000 for each breach of any obligation set forth in art. 4.4 and/or art. 4.6 and/or art. 4.8 and/or art. 4.10 hereof, which penalty must be paid by the Contractor even repeatedly, providing that the default status of the respective obligation continues more than two (2) Business Days, or

12.1.3.2 a contractual penalty in the amount of CZK 5,000 for each breach of any obligation set forth in art. 7.5 hereof, or

12.1.3.3 a single-time penalty the amount of which will be determined as a sum of the amount of CZK 20,000 and the amount corresponding to 0.1% of the Price for the Ordered Work for each day of delay in proper fulfilment of the obligation in case the Contractor breaches his obligation to remove the Defects described in the Handover Protocol within 14 (fourteen) Business Days from the day of signing of the Handover Protocol pursuant to art. 5.4.6 hereof and/or the obligation to supply the Ordered Work by the Delivery Date of the Ordered Work, or

12.1.3.4 a contractual penalty of 0.1% of the amount corresponding to the twelve-times the Price for the Ordered Work for each commenced day of delay in proper fulfilment of the obligation in case the Contractor breaches his obligation to remove the detected Defects and security issues discovered during the Penetration Test described in the record on the completed Pilot Operation within 10 Business Days from the day of signing of the Record pursuant to art. 5.4.5.6 hereof.

12.1.4 In case the Contractor breaches any obligation set forth in art. 10 hereof, including the obligation to keep a confidential character of information in relation to the use of VPN

system, the Customer is entitled to claim from the Contractor a contractual penalty in the amount of CZK 100,000 for each such breach.

12.1.5 In case the Customer fails to pay the Contractor a legitimately invoiced Price for the Ordered Work within the maturity period set forth herein, the Contractor is entitled to claim from the Customer a late payment interest in the amount of 0,02% of the outstanding amount for each, even commenced, day of such delay.

12.1.6 The Parties have agreed that for the purpose of the provisions of art. 12.1.3.2 hereof, the Customer will be entitled to claim the contractual penalty in case the Contractor is late, or when this Contract is breached upon a useless expiry of the additional time period for remedy in the length of 5 (five) Business Days from the day the Customer has delivered to the Contractor a written request to remedy related to the specific breach hereof.

12.1.7 If one fact results in a breach of more articles hereof and therefore the Contractor's obligation to pay the contractual penalty should be constituted pursuant to two or more provisions of art. 12.1 hereof, the Contractor will pay to the Customer the contractual penalty only according to the provision of art. 12.1 hereof which constitutes the obligation to pay higher contractual penalty.

12.1.8 Payment of the contractual penalties pursuant to this art. 12.1 hereof will be without prejudice to the right to claim damages. In case the contractual penalty is reduced by a court ruling, the Customer's right to claim damages in full remains unaffected. If any legal regulation sets a penalty for a breach of the contractual obligation (at any time during the term hereof), the Customer's right to claim damages in full will not be affected by such a claim. Should the Contractor cause to the Customer any non-material damage, he shall indemnify the Customer for it.

13. FINAL PROVISIONS

13.1 Force Majeure.

13.1.1 Neither Party will be considered late with fulfilling its obligations arisen from the Contract due to occurrence of the event of Force Majeure, providing that such event hinders or substantially affects performance of the obligations of such party arisen from the Contract. The immediately preceding sentence of this subparagraph will apply only during the existence of such event of Force Majeure or consequences thereof and only in relation to the specific obligation or obligations of the Party directly or immediately affected by such event of Force Majeure.

13.1.2 Events of Force Majeure mean such circumstances that could not have been foreseen by the Party at the time of execution of the Contract and that objectively prevent the Party from performing its obligations arisen from the Contract. Events of Force Majeure include, without limitation, war, embargo, state or governmental interventions, terrorist attack, natural disasters and strikes of the Customer's employees. For the avoidance of any doubts the events of Force Majeure do not include any delay in fulfilling the obligations by any of the Contractors or the Contractor's business partners vis-à-vis the Contractor, strikes of employees of the Contractor and the Contractor's business partners, as well as insolvency, heavy indebtedness, bankruptcy, composition, winding up or the occurrence of other similar event related to the Contractor or any of the Contractor's business partner and the execution of the assets of the Contractor or any of the Contractor's business partners.

13.1.3 Should any of the events of Force Majeure occur as described in previous article 13.1.2 hereof, the Contracting Party on which part the obstacle has occurred, shall take all necessary measures which may be reasonably required from it that will lead to restoring normal activities in accordance with the Agreement as soon as possible with respect to the circumstances that caused such event of Force Majeure. The Party shall inform the

other party of the occurrence of any even of Force Majeure without undue delay after such communication becomes objectively possible.

13.1.4 Should the event of Force Majeure last longer than ten (10) Business Days, the Contracting Parties shall exercise the utmost efforts which may be reasonably required from them to find suitable solution of the situation occurred.

13.2 The Customer notifies the Contractor and the Contractor acknowledges that the Customer intends to execute the merger in accordance with Act No. 125/2008 Coll., on transformations of companies and cooperatives. The parties expressly agree and the Contractor hereby expressly gives their consent with the transfer of the rights and obligations of this Agreement to the entity, which would be the legal successor of the Customer in accordance with Act No. 125/2008 Coll., on transformations of companies and cooperatives.

13.3 The prohibition to offset, pledge and assign claims. The Parties have explicitly and irrevocably agreed that

13.3.1 The Contractor has the right to offset his due and not yet due claims to the Customer only on the basis of a written agreement with the Customer.

13.3.2 The Contractor is not entitled to pledge any of his claims to the Customer arisen out of this Contract.

13.3.3 The Contractor is not entitled to assign this Contract or any of his rights from this Contract to a third party without the Customer's previous written consent, not even partially.

13.4 If any provision of this Agreement is held invalid, unenforceable or ineffective, the validity, enforceability or effectiveness of the remaining provisions hereof shall remain unaffected. The Parties will replace such invalid, unenforceable or ineffective provision within five (5) Business Days after delivery of the request of the other party by a new valid, enforceable and effective provision the contents of which will correspond to the purpose contemplated by the original provisions and this Contract as a whole.

13.5 Should any of the Parties oversee or waive any default, breach, delay or non-compliance with any obligation arising out of this Contract, such activity or non-activity shall not constitute a waiver of such obligation with respect to its continuing or subsequent default, breach or non-compliance and no waiver shall be considered effective, unless explicitly expressed in writing for each individual case.

13.6 The rights and obligations of the Parties which are not explicitly regulated herein shall be governed by the provisions of the Civil code and other applicable legal regulations of the Czech Republic. The Contract, as well as the relationship between the Customer and the Contractor and the rights and obligations of the Contracting Parties arising out of it shall be governed and interpreted in accordance with the Czech law.

13.7 The Contractor assumes the risk of a substantial change of circumstances which may constitute an especially gross disproportion between the rights and obligations of the Parties pursuant to Section 1765 (2) of the Civil Code. Hence, the Contractor shall not be entitled to claim the restoration of negotiations about the Contract in case of such substantial change of circumstances pursuant to Section 1765 (1) of the Civil Code.

13.8 Neither Party is entitled to file a motion with the court seeking a change of the obligations constituted by the Contract pursuant to the provisions of Section 1766 of the Civil Code.

13.9 This Contract is entered into between independent commercial operators within their course of business and therefore the Contract is not in accordance with the provisions of Section 1797 of the Civil Code subject to the provisions of Sections 1793 through 1795 of the Civil Code on disproportional reduction or the provisions of Section 1796 on usury.

13.10 Since the Contract is concluded between commercial operators within the course of their business activities, the Parties have also agreed in accordance with the provisions of Section 1801 of the Civil Code that for the purpose of this Contract the provisions of Section 1799 and Section 1800 of the Civil Code on contracts concluded in an adhesion manner will not apply.

13.11 The Contractor waives the right to claim the annulment of this obligation arisen out of this Contract pursuant to Section 2000 (2) of the Civil Code.

13.12 The Parties have agreed that by payment of the contractual penalty by the Contractor, the Customer's right to claim damages in full remains unaffected. In case the contractual penalty is reduced by a court ruling, the Customer's right to claim damages in full remains unaffected. If any legal regulation sets a penalty for a breach of the contractual obligation (at any time during the term hereof), the Customer's right to claim damages in full will not be affected by such a claim. Should the Contractor cause to the Customer any non-material damage, he shall indemnify the Customer for it.

    13.12.1 This Contract contains a full agreement about the subject hereof and about all essential requisites which the Parties should and wanted to include in the Contract and which they consider important to make this Contract binding. Neither any manifestation of will made by the Party during negotiations regarding this Contract, nor any manifestation made after this Contract is concluded, will be construed in conflict with explicit provisions hereof, nor shall it establish an obligation on the part of any of the Parties. This Contract supersedes all other written or oral agreements made in the matter of the subject hereof.

13.13 Unless otherwise explicitly stipulated herein, the Parties have agreed that they do not wish to derive any rights and obligations from the existing or future practise established between the Parties or usage maintained generally or in industries related to the subject hereof outside the explicit provisions hereof.

13.14 The Parties have informed each other of all and any material and legal circumstances which they have known or must have known as at the day of signing this Contract and which are relevant in relation to entering into this Contract. Except for the assurances the Parties have provided in this Contract, neither Party will have any other rights and obligations in connection with any facts which may appear and about which the other Party failed to provide information during negotiations about this Contract. The situations when the relevant Party wilfully confused the other Party regarding the subject hereof will be an exception.

13.15 For the avoidance of all doubts the Parties state that no obligation hereunder is a fixed obligation pursuant to Section 1980 of the Civil Code.

13.16 The Parties have agreed to resolve all disputes which may arise between them in connection with performance or interpretation hereof by amicable negotiations and reciprocal agreement. If they fail to resolve the dispute within thirty (30) days from the day it has arisen, such dispute will be submitted by one Party to the competent court having the local and subject-matter jurisdiction over the matter. The Parties have hereby agreed on the local jurisdiction of general court of the Customer pursuant to Section 89a of the Act No. 99/1963 Coll., the Rules of Civil Procedure, as amended.

13.17 If any financial amount is to be paid by the Contractor to the Customer which yields interest, the Parties have agreed explicitly that in such case the default interest may be requested.

13.18 By means of the derogation from Section 1987 (2) of the Civil Code, the Parties have agreed that uncertain and/or unspecific claim of the Customer will be fit for offsetting.

13.19 The provisions of Section 1932 and Section 1933 of the Civil Code will not apply to this Contract and obligations arisen out of the Partial Purchase Contracts. If more due obligations arisen out of this Contract exist, it is the reserved right of the Customer to determine which obligation must be fulfilled as first.

13.20 For the avoidance of doubts the Parties have agreed that a monetary debt arisen out of this Contract cannot be settled by means of a bill of exchange.

13.21 The Contractor, as a party against which the rights of the Customer as a creditor from this Contract are barred by the statute of limitation, hereby extends, after wise consideration, by his explicit representation the length of the prescription period with respect to the rights of a creditor (i.e the Customer) arising out of this Contract for the time period of fifteen (15) years.

13.22   The Customer notifies the Contractor and the Contractor acknowledges that the Customer is a person stated in Section 2 (1) n) of the Act No. 340/2015 Coll., on Special Requirements for Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts). This Contract shall be published in the Register of Contracts.

13.23   Trade secrets. The Parties declare that no facts stated in this Contract [and its annexes] constitute a trade secret within the meaning of Section 504 of the Civil Code.

13.24   The Contract has been drawn up in three (3) counterparts in the English language of which the Customer will receive two (2) and the Contractor one (1) counterpart.

13.25   The Contract may be amended and supplemented only by written continuously numbered amendments signed by both Parties. Any change of this provision regarding a change of the Contract must be made also by means of a written amendment signed by both Parties. The Customer may object invalidity of the Contract and/or any amendment hereto due to non-compliance with a written form at any time, even if performance has already started.

13.26   Annexes. The following documents form integral annexes to this Contract:

13.26.1   Annex No. 1 – Contacts

13.26.2   Annex No. 2 – System Specification for Service Performance, Tariff

13.26.3   Annex No. 3 – Remote Access Rules

13.26.4   Annex No. 4 – Request for Activation of Remote Access via VPN for the Contractor

13.26.5   Annex No. 5 – Cyber security requirements

THE PARTIES HEREBY DECLARE THAT THEY HAVE READ THIS CONTRACT AND AGREE WITH ITS CONTENTS, IN WITNESS WHEREOF THEY ATTACH THEIR SIGNATURES:

For the Customer: For the Contractor:

Signature: _____   Signature: _____
Name: Mr. Jiří Kraus   Name: Ing. Jakub Maléř
Title: Vice-Chairman of the Board of Directors   Title: Member of Board of Directors
                Letiště Praha, a. s.

Signature: _____   Signature: _____
Name: Mr. Jiří Černík   Name: Ing. Petr Otoupal
Title: Member of the Board of Directors   Title: Member of Board of Directors
                Letiště Praha, a. s.

Annex No. 1 – Contacts

<u>Mailing address</u>.

(a)   Address for delivery to the Customer:

> Letiště Praha, a. s.
> Jana Kašpara 1069/1, Prague 6, 160 08
> Czech Republic

> attn: Company Executive Manager of ICT

(b)   Address for delivery to the Contractor:
> **Simpleway Europe, a.s.**
> **Na Okraji 335/42, Prague 6, 162 00**
> **Czech Republic**

<u>Responsible persons</u>:

The representative authorised to represent **the Contractor's party in contractual matters** related to performance hereof will be:

███████████████
Tel: ████████████████
Email: ████████████████████

The representative authorised to represent **the Contractor's party in technical matters** related to performance hereof and in the matters of Assignments, Offers and Orders will be:

██████████████
Tel: ████████████████
Email: ████████████████████

The representative authorised to represent **the Customer's party in contractual matters** related to performance hereof will be:

███████████████
Tel: ████████████████
Email: ████████████████████

The representative authorised to represent **the Customer's party in technical matters** related to performance hereof and in the matters of Assignments, Offers and Orders will be:

████████████
Tel: ████████████████
Email: ████████████████████

Contact data in case of fire, leakage of unknown substances or other emergency situation:

Operation Centre of Fire Protection Unit of the Fire Brigade: ██████████

Ambulance: ██████████

Safety control centre: █████

In case of any inquiries or ideas for improvement aimed to the particular areas:

Occupational Health and Safety: ██████████

Environment: ████████████████

Fire prevention: ██████████████

Complaints: ████████████

Customer's contacts – authorised persons in the matters of resolving Errors, Defects and Adaptations

Name	Email	Mobile
████████████████	████████████████	████████████
████████████████	████████████████	████████████

Customer's escalation contacts:

Order	Person	Email	Telephone
1	██		

Customer's escalation procedure:

In order to provide for a smooth solution of Errors, the Contractor's Support Centre with the above mentioned contacts is determined as a contact point. In case of any doubts on the Customer's part regarding the method of solution of the problem, it is possible to address the following Contractor's contact persons for the purpose of the problem escalation:

Order	Contact	Person	Telephone	Escalation cause
1	████████████████	████████████		██████████████ ████
2	████████████████	████████████████		
3	████████████████	████████████████		

Annex No. 2 – System Specification for Service Performance, Tariff

The System is specified in Contract for Work.

Item name	Product type	Product/Support specification	MU	Number of MU	Price in CZK without VAT per MU	Total price in CZK without VAT
Flight Information Display System (specified in Contract for Work)						
Price for implementation (specified in Contract for Work)						
Software license	License/Software	Server license	units	1	6 000 000,00 CZK	6 000 000,00 CZK
Controller license	License/Software	License up to 1100 controlers	units	1100	7 500,00 CZK	8 250 000,00 CZK
Implementation	works		units	1	14 000 000,00 CZK	14 000 000,00 CZK
Training	works		units	1	750 000,00 CZK	750 000,00 CZK
Post-implementation adjustments	works		manday	25	25 000,00 CZK	625 000,00 CZK
Other licenses	License/Software	Other required licenses	units		- CZK	- CZK
					TOTAL price for implementation	**29 625 000,00 CZK**
Database (specified in Contract for Work)						
Database license			units	1	- CZK	- CZK
Database maintenance			month	96	- CZK	- CZK
					TOTAL price for database	**- CZK**
Controllers (specified in Contract for Work)						
Controllerswith OS & all required licenses			unit	700	18 500,00 CZK	12 950 000,00 CZK
Existing controllers AMD	6.2.1. AMD G-T40E 1GHZ 2 CORES, 4GB RAM, 16GB HD, RADEON HD6250	Tenderer will determine how many controller can be used, this amount will be deducted	units available	340	units to be used	340
Existing controllers Intel	INTEL CELERON J1900 1,99GHz 4 cores, 4GB RAM, 32GB HD, INTEL ATOM E3800	Tenderer will determine how many controller can be used, this amount will be deducted	units available	60	units to be used	60
					Total prices for Controllers	**12 950 000,00 CZK**
System Service Support fee						
System service support			**month**	**96**	**90 000,00 CZK**	**8 640 000,00 CZK**
Price for system adjustments						
Additional Controllers with OS & all required licenses			**controller**	**400**	**18 500,00 CZK**	**7 400 000,00 CZK**
License extension			**license per controller**	**400**	**7 500,00 CZK**	**3 000 000,00 CZK**
Man-day rate	**works**		**manday**	**150**	**25 000,00 CZK**	**3 750 000,00 CZK**
License for another additional hardware		**according to sec 6.3 of annex E**	**license per unit**	**10**	**20 000,00 CZK**	**200 000,00 CZK**
TOTAL TENDER PRICE IN CZK WITHOUT VAT						**65 565 000,00 CZK**

Annex No. 3 – Remote Access Rules

Definition of Basic Terms

1. **VPN**: Virtual private network (VPN) is the name of a technology which allows a remote access to the company network via Internet.
2. **Authentication Item**: is a device which will be delivered to the Contractor and which combines in itself the properties of a generator of single-time passwords in portable devices along with an easy operation and administration. In this connection the term "two-factor authentication" is used where a user is verified on the basis of an item in his ownership and the knowledge of PIN connected with such item.
3. **PIN**: four to eight digit number which is used always in connection with the Authentication Item so that it is entered before the generated number. The Contractor selects PIN when he takes over the Authentication Item.
4. **Authentication:** a unique verification of a user via entering a user name, PIN and password generated by the Authentication Item. Based on such entered information, a user is checked and his access is then approved or rejected.
5. **Responsible Person** is either directly a statutory body of the Customer's company, or the Customer's authorised persons named in the Annex No. 3 hereto.

Conditions for Setting Up VPN Service

1. VPN service may be set up only for the Contractor who has concluded a service contract with Letiště Praha, a. s. (Customer).
2. The requests will be executed upon delivery of a properly filled in and approved application form (see Annex No. 4 hereto)
3. Each application will contain the following approvals:
     - Contractor's identification data and signature of the Customer's responsible person,
     - approval of the Manager of OJ Infrastructure ICT,
     - approval of an administrator of the system which is to be remotely administrated by the user.
4. The Authentication Items are handed over on the basis of a certificate of handover and takeover. This document will contain serial numbers of all handed over Authentication Items. The documents will be signed by a person or persons who will physically take over the Authentication Items and who will undergo a training course on handling the VPN system. The training will be lectured by the Customer's employee.
5. The Contractor is prohibited from recording PIN on the Authentication Item, or keep PIN together with the Authentication Item, or disclose PIN to third parties.

Failure Reporting and Loss of Authentication Items

1. All failures and problems with VPN system must be reported by the Contractor to IT HelpDesk of Letiště Praha, a. s., on telephone:
2. Any theft or loss of the Authentication Item must be reported by the Contractor by telephone and at the same time by email to the contact person named in the Annex No. 3. Should the Contractor fail to do so no later than by the next business day, he will be liable in full for misuse of the Authentication Item.
3. In case of loss or theft of the Authentication Item, the Contractor will be requested to pay a financial compensation which will equal the price of the new Authentication Item increased by extra-costs connected with putting the Authentication Item into operation. The total level of this financial compensation is CZK 4,000. This compensation will be demanded from the Contractor even in case of damage, failure to return or destruction of the Authentication Item.

Confidentiality

1. The Contractor, as a user of VPN system, is obliged to keep in secrecy all information which he may obtain in connection with the use of the VPN system in accordance with article 10 of the Contract and to prevent any disclosure or misuse thereof. The Contractor also warrants that all internal information which he will obtain by using the VPN system will be used solely for the purpose for which it is intended by the operator of the VPN system and the Customer.

Annex No. 4 - Request for Activation of Remote Access via VPN for the Contractor

<table>
<tr><td colspan="2" align="center">Application for Setting Up a Remote Access via VPN for the Contractor</td></tr>
<tr><td colspan="2"><u>1. Operator of VPN access, hereinafter only as "Operator":</u>

Letiště Praha, a. s.
IT / OJ Data Networks Administration   Company ID: 248 21 993
K Letišti 1040/10, 160 08 Prague 6   VAT ID: CZ699003361
Incorporation: Municipal Court in Prague, Section B, Insert 170053</td></tr>
</table>

2. Contractor of VPN access, hereinafter only as "Contractor":

Name: Company ID:
Address: VAT ID:
Incorporation:

Contact person (company executive):
Name: Telephone:
Last name: Email:

3. Request substantiation:
The name of the system or the systems which the Contractor wishes to access remotely:
Cause of a remote access to the system:

4. Technical specifications:

System name	Station name	IP address	TCP port numbers
1.			
2.			
3.			

Signed on: ………………   Name and signature of the Contractor's responsible person:
………………………

The Contractor agrees by his signature to provide this remote connection to his employees and will be liable in full for any damage occurred to the systems and data caused by such connection.

5. Statement of the System Administrator:
The administrator of the system or the systems which the Contractor wishes to access remotely:
– fill in OJ and the name:

Number of Authentication Items	LP ID	Linked login of LP

With granting a remote access for the contractor: ☐ I agree   ☐ I disagree

Signed on: ………………   Administrator's name and signature: …………………………………………

The Operator and the Contractor (hereinafter only as "Contracting Parties") hereby acknowledge that by their signatures attached to this application this application will be considered a contract according to generally binding legal regulations and the Parties accept this fact. The Contracting Parties further acknowledge and agree that the Directive CAH-SM-I1-003/2013 which is binding upon the contracting parties is an integral part of this contract.

In dated: In Prague, dated :

For the Contractor – responsible person: For the Operator - Ř/INF :

………………………………………………   ………………………………..

  stamp and signature   stamp and signature

Annex No. 5 – Cyber security requirements

SECURITY REQUIREMENTS IN CONTRACTUAL RELATIONS

Introduction

The purpose of the present document is to define binding security requirements for Providers providing services and/or products for the Purchaser (exclusively or as part of providing other services) consisting in the development, implementation and/or servicing of software or hardware, (hereinafter referred to as "**SW**" or "**HW**"), and/or who, in connection with the provision of services and/or products for the Purchaser, access the information and communication system of the Purchaser (hereinafter also referred to as the "**ICT System**"), and/or who, in connection with the provision of services and/or products for the Purchaser, process and/or transmit and/or store and/or archive any data and information of the Purchaser and/or its customers (hereinafter also referred to as the "**Security Requirements**"). The purpose of the present document is also to define the requirements for the suppliers in compliance with the valid legislation, in particular pursuant to Section 5 paragraph 2e) of Act No. 181/2014 Sb., on cyber security and on amendments to relating acts (the Cyber Security Act) and Section 7 of Decree No. 316/2014 Sb., on security measures, cyber security incidents, reactive measures and on establishing the requirements for filings in cyber security (the Cyber Security Decree), taking account of other applicable valid legislation.

General Requirements

In connection with the provision of services and/or products for the Purchaser, the Provider shall fulfil the following obligations:

a) In case the Provider provides services and/or products through a subcontractor, the Provider shall cause the Security Requirements to be met by incorporating them in contractual relations with its subcontractors; and the Provider shall prove such fact at the Purchaser's request by presenting the relevant contractual documentation entered into with such subcontractor, or by producing a sworn declaration about proper discharge of such obligation;

b) Unless otherwise stated in the agreement of the parties, the Provider shall appoint a contact person within 3 days after the signing of the agreement who shall be responsible for the compliance with the Security requirements and communication between the parties (hereinafter also referred to as the "**Contact Person**");

c) Compliance with the applicable provisions of the Purchaser's security policies, methodologies and procedures, and/or valid management documentation, or any part thereof, provided such documents or parts thereof were made available to the Provider.

SW Development Security Requirements

3.1. In connection with the provision of services and/or products for the Purchaser, the Provider shall ensure:

a) Assistance with security testing during the SW development phase or after the SW acceptance as required by the Purchaser, each within deadlines fixed by the Purchaser or without undue delay;

b) Delivery of system and operational security documents no later than on the SW acceptance date in the manner set forth in the agreement, at least in the scope set forth in cl. 4 hereof;

c) That the services provided and/or products delivered shall contain only such parts which are actually necessary for the proper operation of the SW and/or which are expressly specified in the agreement (the SW may not contain any unnecessary components, any software samples etc.);

d) That if the services provided and/or products delivered include any installation of any third-party's operating system and/or SW, such installation shall involve only versions required by the Purchaser, incl. the latest security patches;

e) That no confidential information[1] provided to the Provider in connection with the provision of services and/or delivery of products by the Provider shall be stored without encryption and the same shall be protected against unauthorized use unless otherwise agreed by the parties on a case-by-case basis;

f) That any SW installation and/or its upgrade shall be made in compliance with the Purchaser's security standards (applicable to the Providers who were acquainted with such security standards) and in compliance with the Purchaser's technical and process regulations which (in accordance with the generally acceptable standards, such as CIS Benchmarks, NIST etc.) provide for the configuration of applications and systems (hereinafter referred to as the "**Hardening Security Policy**");

g) That the ICT system production environment shall contain only complied or executable code and other data necessary for the operation of the ICT system;

h) That before the start of SW in the ICT system production environment, the Provider shall check the compliance of the SW with the Security Requirements of the Hardening Security Policy and in case of any discrepancy, the Provider shall ensure the compliance of the SW with the Security Requirements of the Hardening Security Policy without any undue delay (applicable to the Providers who were acquainted with such security standards);

i) That it will check the integrity of the source code and if requested by the Purchaser, the Provider shall give the source code to the Purchaser in a secure form ensuring the integrity of the source code, provided that the Provider keeps records of and store source codes of the applications, on a regular basis, even if source codes are given to the Purchaser; and the Provider undertakes to develop the SW in such a manner so as:
   o the source code of programmes developed by the Provider will be subject to version control;
   o the source code of programmes is backed up and stored outside the production environment, and workflow has been set up to build the system from the source code;
   o configuration changes are made in line with the Purchaser's change control;
   o configuration files are backed up on a regular basis;
   o the Provider will record any change of configuration;

System and Operations Security Documents Requirements

Security documents about security settings, functions and mechanisms pre shall constitute an integral part of the services and/or products provided. In connection with the provision of services and/or products for the Purchaser, the Provider undertakes to deliver security documents to the Purchaser at least in the scope mentioned below:
   o Recovery strategy
   o As-built documentation
   o Description of authorization concept and authorizations
   o Backup and archiving processes
   o Installation and configuration processes
   o Security settings

---

[1] Confidential Information, as used in the present Annex, shall include (without limitation) certificate identification details, passwords, configuration files, system programmes, critical libraries, recovery procedures etc.

Physical Protection and Environment Security

a) The Provider undertakes to adhere to the Operating Rules of the buildings (security measures) and used areas, in particular in the area of physical protection of security zones where ICT components and/or data media are located (hereinafter also referred to as the "**Workplace**").

b) The Provider undertakes not to leave any installation, backup or archive media or documentation for the ICT system which is the subject-matter of the present Agreement unattended and freely available anywhere in the Workplace.

Access Control

a) The Provider acknowledges that the access to the ICT system may be granted only to the physical identity of the Provider's / Provider's subcontractor's employee entered in the Identity Registry kept by the Purchaser following a request for access by the Provider.

b) The Provider acknowledges that its employee must give a demonstrable consent with the processing of their personal data necessary for opening an access; otherwise the Purchaser is not obliged to grant such employee an access to the ICT system. Provider's employees who were granted (physical, logical) access to the ICT system must give a demonstrable consent with the processing of their personal data which are processed during the evaluation of data about the movement and activities carried out in the Purchaser's premises (such as Security Incident and Event Monitoring), where such consent must be given by a written consent or a digital consent in the form of an email, unless otherwise agreed by the parties.

c) The Provider acknowledges that access privileges to Provider's employees must be limited to an as-needed basis and such privileges are not granted automatically to all its employees.

d) The Provider undertakes to ensure that access granted to one employee may not be shared with another employee of the Purchaser or the Purchaser's subcontractor.

e) The Provider undertakes to ensure that the access to the ICT system via a mobile application shall always be made via a secure VPN connection.

f) The Provider undertakes to seek approval of connection from the Purchaser's Contact Person prior to connecting any terminal equipment, mobile terminal equipment or active network components, such as network switches, WiFi access points, routers or hubs, to a computer network.

g) The Provider undertakes to deactivate any unused terminals of the network or unused ports of any active network component.

h) The Provider shall not install or use the following types of instruments in the Purchaser's environment:
   - Keylogger
   - Sniffer
   - Vulnerability scanner and Port scanner
   - Backdoor, rootkit and Trojan Horse or another form of malware.

i) The Provider undertakes to ensure that all the ICT systems of the Provider connecting to the Purchaser's network infrastructure are protected against malware at least for the duration of the connection of such Provider's system to the Purchaser's network infrastructure.

j) The Provider undertakes not to develop, compile or distribute a program code in any part of the ICT system which intends to illegally control, disrupt or discredit the ICT system or to illegally obtain data and information.

k) The Provider undertakes to ensure that persons involved in providing services or products to the Purchaser in the Purchaser's infrastructure do not:

- visit websites with ethically inappropriate content[2];
- store and/or share data and information of ethically inappropriate content contrary to accepted principles of morality or damaging the Purchaser's reputation;
- download, share, store, archive and/or install data and executable files contrary to the license terms and conditions or the Copyright Act;
- store and/or share the Purchaser's data and information in prohibited data stores or media (a list of approved data stores and media is within the records of the Purchaser's assets);
- send chain emails.

l) The Provider undertakes to ensure that persons involved in providing services or products to the Purchaser who access the Purchaser's internal network and/or the Purchaser's ICT system respect and comply with the following restrictions:
- Equipment, such as laptop/computer, must:
  - apply security patches (of the operating system, internet browser and Java)
  - have antivirus software, which is installed, run and updated;

m) The Provider undertakes to ensure that persons involved in the provision of services and/or products to the Purchaser who access the Purchaser's internal system and/or the ICT system protect authentication means and data for the Purchaser's ICT systems. The Provider acknowledges that in case of any unsuccessful user authentication attempt, the relating user account may be blocked and handled as a security incident pursuant to the applicable management documentation, and that security incident handling procedures may be applied (such as immediate termination of an access to information assets for natural persons of an external entity). The Provider acknowledges that the procedure of handling a security incident or another consequence of breaching the Security Requirements shall not be assessed as a circumstance excluding the Provider's liability for a delay in proper and timely performance of the subject-matter of the agreement and shall not constitute grounds for any compensation of any damage to the Provider or another person by the Purchaser.

Monitoring

a) The Provider acknowledges that any and all Provider's activities carried out in and/or services provided and/or products delivered for the Purchaser's system environment shall be monitored and evaluated by the Purchaser on a continuous and regular basis in accordance with the contents of the agreement and internal documents of the Purchaser with which the Provider was acquainted.

b) The Provider undertakes to present the records/logs containing the results of the monitoring, successful and unsuccessful logins to the ICT system, as well as user administration records to the Purchaser at its request without undue delay throughout the term of the agreement and even after the termination thereof.

Acceptance

a) The Provider acknowledges that any failure to comply with the Security Requirements, incl. the requirement for the delivery of complete system and operational documentation, shall constitute a defect preventing the acceptance of the subject-matter of the agreement (a Category A defect) and the Purchaser is not obliged to accept such defective services and/or products unless and until the defect is rectified.

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[2] Data and information containing elements of extremism, terrorism, pornography and/or incitement to hatred or social prejudice relating to a social group identified on the basis of a race, religion or faith, gender, sexual orientation, nationality and ethnicity or another difference.

b) The Provider shall be responsible for the fact that the ICT systems administered by the Provider contain the latest applicable security updates (patches)[3].

Information Exchange

a) If the subject-matter of the agreement involves any information exchange between the parties, the parties must enter into an Information Security Agreement with respect to any exchange, storing, archiving of the information and the termination of the agreement.
b) The Provider undertakes to ensure security of any and all data and information transmission in terms of security classification, i.e. requirements for data/information confidentiality, integrity and availability.
c) The Provider undertakes to ensure that online transactions made using web technologies are protected with SSL certificates.

Security Incident Handling[4]

In connection with the provision of services and/or products for the Purchaser, the Provider shall:

a) Report any Security Incident through the Purchaser's Contact Person specified in the Agreement without any delay;
b) In case of any occurrence, handling and evaluation of any Security Event and/or in case of any suspected Security Incident, the Provider shall provide assistance requested by the Purchaser (e.g.: logs and identification data (such as the IP address, MAC address, HW type, serial number, or IMEI) of the terminal equipment or mobile terminal equipment of the Provider's employee or the Subcontractor's employee participating in the provision of the services and/or products in order to analyze the content, and/or to take any measures requested by the Purchaser without any undue delay).
c) Make an analysis of the Security Incident causes and propose measures aiming to avoid repetition provided the Provider caused the Security Incident or participated in the Security Incident.

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[3] Software upgrade to a higher development version.

[4] The terms Security Incident and Security Event are equivalent to the terms "Cyber Security Event / Cyber Security Incident defined in Act No.181/2014 Sb. on cyber security. For the purposes of the present Document, the terms shall have the following meanings:

"Security Event": any breach of security policy or failure of security measures. This may also involve another situation which has yet not occurred but may be significant in terms of security. It may cause or have an effect on the occurrence of the Security Incident.

"Security Incident": one or multiple undesired or unexpected Security Events which are highly likely to compromise processes/activities of the Purchaser and to pose a threat to information security.