

Customer's filing number of the Contract: 0227008003
Contractor's filing number of the Contract:

CONTRACT ON THE PROVISION OF DCS SERVICES(hereinafter the "**Contract**"):

Letiště Praha, a. s.

With its registered office at: K letišti 1019/6, Ruzyně, 161 00 Praha 6,

Incorporated in the Commercial Register administered by the Municipal Court in Prague, Section B, Entry 14003,

Registration No.: 282 44 532,
VAT No.: CZ699003361,
Bank details: CITIBANK EUROPE plc.
Account number 2052200409/2600,
(EUR):

(hereinafter the "**Customer**")

and

Amadeus IT Group, S.A.

with its registered office: c/. Salvador de Madariaga 1, 28027 Madrid, Spain

Incorporated in the Commercial Register of Madrid on February 7, 2005 administered under Volume 20.972, Folio 82, Section 8, Entry on page number M-371.9000,

Registration No.: No CIF A 84236934,
VAT No.: No CIF A 84236934,
Tax domicile: Madrid, Spain,

Bank details: BANKINTER (MADRID),
Paseo Castellana 29, 28046 Madrid, Spain
FAVOUR: Amadeus IT Group, S.A.

Account number 0128-0899-76-0501933001
(EUR): SWIFT: BKBKESMM

(hereinafter the "**Contractor**")

The Customer and the Contractor are hereinafter collectively referred to as "**Parties**" or individually as a "**Party**".

Preamble

Whereas:

- (A) The Contractor is interested in providing the Customer with Services that are further specified below as defined in this Contract, and
- (B) the Customer is interested in taking the Services over from the Contractor,

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

I. DEFINITIONS AND INTERPRETATIONS

- I.1 The following expressions in this Contract have the meaning defined in this Art. I.1, it being understood that they are always capitalized in the text of the Contract:
- I.1.1 **“Author’s Work”** means any result of the Contractor’s activity created that becomes part of the Performance hereunder which shows the characteristics of work protected under the Copyright Act.
 - I.1.2 The **“Authorized Person”** means the Customer, or the entit(y)ies listed in Art.VII.2 letter b) of this Contract so long as such entity(ies) remain a Controlled Entity, or , if agreed in writing between Customer and Contractor in accordance with Art. VII.2 letter c).
 - I.1.3 **“Availability”** or **“Available”** means a state where any Authorized Person can connect to the System via the System’s Client Application, via Connectivity in Normal Operation or in Limited Operation, provided that the parameters pursuant to Article V.2 hereof are met.
 - I.1.4 The **“Category A Defect”** means a disruption to the Availability of the System or the Ordered Performance which has a major impact on Customer’s business, operations or customers where a system, network, data, application or functionality under this Contract is not Available or is severely corrupted or severely degraded for a significant number of users.
 - I.1.5 The **“Category B Defect”** means a disruption to the Availability of the System or the Ordered Performance which has a substantial impact on Customer’s business, operations or customers where a system, network, data, application or functionality under this Contract is not Available or is severely corrupted or severely degraded for a limited number of users, or degraded for a significant number of such users.
 - I.1.6 The **“Category C Defect”** means a disruption to the System or the Ordered Performance which has a limited impact on Customer’s business, operations or customers where a system, network, data, application or functionality under this Contract is degraded for a limited number of users.
 - I.1.7 The **“Category A Error”** means a disruption to the Availability of the System which has a substantial impact on Customer’s business, operations or customers where a system, network, data, application or functionality under this Contract is not Available or is severely corrupted or severely degraded for a significant number of users,
 - I.1.8 The **“Category B Error”** means a disruption to the Availability of the System which has a substantial impact on Customer’s business, operations or customers where a system, network, data, application or functionality under this Contract is not Available or is severely corrupted or severely degraded for a limited number of users, or degraded for a significant number of such users.
 - I.1.9 The **“Category C Error”** means a disruption to the System which has a limited impact on Customer’s business, operations or customers where a system, network, data, application or functionality under this Contract is degraded for a limited number of users.

- I.1.10 The “**Category D Error**” means a disruption to the System with little or no impact on Customer’s business, operations or customers, including any service problem that is not a Category A Error, Category B Error or Category C Error.
- I.1.11 The “**Civil Code**” means Act No. 89/2012 Coll., the Civil Code, as amended, or a legal regulation replacing it in full or in part.
- I.1.12 The “**Confidential Information**” has the meaning set forth in Art. XIII hereof.
- I.1.13 The “**Connectivity**” means, as further described Annex No. 6, a dedicated redundant network connection according to the requirements specified in TFS used to connect the System’s Client Applications in the Customer’s Environment to the System in the Contractor’s Environment.
- I.1.14 The “**Continuous Information Period**” means the frequency of provision of continuous information on the Removal of Errors or Unavailability that the Contractor must provide to the Customer.
- I.1.15 The “**Contractor Group of Companies**” means, with respect to an entity, the possession, directly or indirectly, of the power or right of Contractor to direct or cause the direction of the management or policies of such entity, whether through the ownership of share capital and/or voting securities, by contract or otherwise, it being understood that beneficial ownership of fifty-one (51) per cent or more of the voting securities of another person.
- I.1.16 The “**Controlled Entity**” means a legal entity controlled by the Customer within the meaning of Act No. 90/2012 Coll., on Business Corporations and Cooperatives, during the Customer’s control over such legal entity and/or a business in which the Customer has a direct or indirect share.
- I.1.17 The “**Copyright Act**” means Act No. 121/2000 Coll., on copyright, on rights related to copyright and on amendments to certain acts, as amended, or a legal regulation replacing this Act in full or in part.
- I.1.18 The “**Defect**” means (i) a discrepancy between the actual properties of the System or the Ordered Performance and the properties set forth for the System or the Ordered Performance in this Contract, the TFS or in the Documentation, or (ii) any deviation of the System or the Ordered Performance from the standard properties described in the Contract, the TFS or in the Documentation, which negatively affects its operation or functionality, providing that the Error occurred before the Handover date.
- I.1.19 “**Documentation**” means documentation describing the System and all its functionalities, properties and parameters, updated at each Upgrade or Update, or after the Delivery of the relevant Ordered Performance.
- I.1.20 The “**Error**” means a discrepancy between the actual features of the System and the features specified in this Contract, the Documentation or the TFS that adversely affect the operation or functionality of the System, if any, or is manifested after the Handover.
- I.1.21 The “**Environment**” means a functional unit composed of hardware and software resources, in particular data storage, servers, the operating system, middleware, and the runtime software, that are integrated and installed so as to allow smooth running of software applications, especially the System.

- I.1.22 The “**Handover**” means the day on which the Parties sign the Handover Report.
- I.1.23 The “**Handover Report**” means a handover and acceptance report of the Work or Ordered Performance signed by both Parties.
- I.1.24 “**Implementation**” means the performance of all activities necessary for the commissioning of the System, including, but not limited to, the installation of the System’s Client Application and its components in the Customer’s Environment, and any required configuration of the System in the Contractor’s Environment to ensure Availability and Normal System Operation.
- I.1.25 The “**Initial Setting**” means the necessary initial configuration of the System, including the setting of basic parameters and the entering or creation of initial user data by the Contractor (especially the AHM configuration) according to the Customer’s requirements specified in TFS.
- I.1.26 “**Invoice**” means a tax document issued by the Contractor for the purpose of payment of the Price, whose requirements are set in Art. X hereof.
- I.1.27 “**Intellectual Property rights**” means all patents, copyrights, rights to industrial designs, trademarks, trade names and business names, protected designations of origin, rights related to copyright, special rights of database makers, trade secrets, know-how and all other intellectual property rights of any nature (whether registered or unregistered), including any applications and exclusive rights to apply for protection of any of the above items anywhere in the world.
- I.1.28 The “**License**” means the right to use Software or an Author’s Work.
- I.1.29 The “**Limited Operation**” means a limited functionality of the System when the System does not report any Category A Errors.
- I.1.30 The “**Man-Day**” means eight (8) hours of work by one Contractor’s employee.
- I.1.31 “**Modification**” has the meaning set forth in Art. IX hereof.
- I.1.32 The “**Normal Operation**” means the full functionality of the System when neither the System nor any of its components show any Errors.
- I.1.33 The “**Notification**” means a log notification made by the Customer to the Contractor’s Support Centre as further described in Annex No. 6 concerning the existence of an Error or Unavailability. The Customer will also confirm each notification by sending an e-mail notification to the Contractor’s e-mail address unless otherwise instructed by Contractor by the end of the following working Day.
- I.1.34 The “**Order**” means written request of the Customer to perform the Modification according to Art. IX.5 hereof.
- I.1.35 The “**Price**” means the Remuneration and/or the Price for the Work and/or the Price for the Ordered Performance pursuant to Article X.1 hereof.
- I.1.36 The “**Remove**” or “**Removal**” means an Error or Defect is not presently affecting the System or Ordered Performance, once:
- (a) the System or Ordered Performance impact has ceased or been removed, or

- (b) a documented known error fix, workaround, bypass or other means has been followed, or
- (c) a workaround has been identified, provided and agreed by the Customer, or
- (d) a permanent solution has been implemented via Contractor's recovery PTR, or
- (e) any of the following events has occurred (whichever the earliest):
 - Contractor receives confirmation from Customer that the Error or Defect has been Removed;
 - the Contractor's monitoring system (tools and methodology implemented and used by Contractor to enable the accurate measurement of the performance criteria for the System) registers traffic of messages relating to the impacted System; or
 - Contractor's Support Centre assigns the incident record to Customer's help-desk which confirms that the Error is Removed.

I.1.37 The "**Remuneration**" has the meaning set forth in Art. X.1.2 hereof.

I.1.38 The "**Savings Event**" has the meaning set forth in Art. VIII.18 hereof.

I.1.39 The "**Service Hours**" means 24 hours a day, 7 days a week, 365 days a year.

I.1.40 The "**Service Window**" means the planned downtime interval scheduled by Contractor to the Customer, during which the Contractor performs Software Corrections and service interventions that require a reduction of the System's operability or its total shutdown.

I.1.41 The "**Services**" means the set of activities defined in Art. III hereof.

I.1.42 The "**Software**" means any software provided or certified by Contractor for use in conjunction with the Systems and/or the Services, including, but not limited to, terminal emulator software, terminal application software, and graphical user interface software, which is loaded onto the Terminal Equipment and required by a user of the Terminal Equipment to access the Systems and/or Services.

I.1.43 The "**Software Correction**" means a modification of the Software or the System in order to correct Errors.

I.1.44 The "**Sub-license**" means authorization to exercise the right to use the Author's Work or the System based on the Contractor's License, acquired from the person exercising the property rights of the author, including the right of the Contractor to grant the right to use the Author's Work or the System to Customer.

I.1.45 The "**Support Centre**" means the Contractor's Service Support Centre as further described in Annex No. 6, available at the phone number: +33497230293, e-mail address: using Contractor's URL address: <https://www.customerservicepoint.amadeus.com>, and the URL address <https://www.customerservicepoint.amadeus.com>.

I.1.46 The "**System**" means an application for handling passengers and their baggage, and for planning the distribution of cargo on board the aircraft for the purpose of balancing the aircraft, with the required functionality specified in more detail in Annex No. 6 hereto.

- I.1.47 The “**System’s Client Application**” means Software in the form of a separately installed application or a web client (browser) used by users to access the System.
- I.1.48 The “**Technical and Functional Specification**” or the “**TFS**” means technical and functional specifications attached as Annex No. 1 and Annex No. 6 hereto.
- I.1.49 “**Terminal Equipment**” means those items of equipment referred to in Annex 6 as being certified by Contractor for use with the Contractor Platform; and
- I.1.50 The “**Test Operation**” means a period of a number of Working Days agreed during the Implementation planning from the Contractor’s request during which test data will be used to verify the properties of the System and test its functionality according to the submitted Documentation and according to the baseline plan milestone dates agreed and signed off by both Parties.
- I.1.51 The “**Time Limit for Removal**” means a time limit agreed to in this Contract in a binding manner, within which the Contractor is obliged to Remove a reported Error or Unavailability through the implementation of a workaround or a fix (temporary or permanent).
- I.1.52 The “**Time Limit for Response**” means the time limit within which the Contractor is obliged to inform the Customer, as further described in Annex No. 6 and Article V hereof, about the procedure to be taken to Remove the reported Error or Unavailability and which employees of the Contractor will Remove the reported Error or Unavailability.
- I.1.53 The “**Trial Operation**” means the period of five (5) Working Days from the Contractor’s invitation during which production data will be used to verify the properties of the delivered Work or Ordered Performance and its functionality on at least 3 production flights (which shall be deemed sufficient for the trial operation, even if more than 3 production flights actually occur according to the submitted Documentation).
- I.1.54 “**Unavailability**” or “**Unavailable**” means a condition when the System is not Available as specified in this Contract.
- I.1.55 The “**Update**” means the provision of the System updates provided free of addition charge by Contractor a few times annually containing the Removal of errors and in general improvements in performance standards, general improvements depending functions, functionality and/or capability characteristics or any further development and/or enhancements of the system achieved by the Contractor in the ordinary course of business, including during the Implementation such as the updates described in Annex 6. Contractor in its sole discretion shall define the scope of updates that shall constitutes an Update.
- I.1.56 The “**Upgrade**” means the provision of new versions of the System made generally available by Contractor to other customers or to Customer subject to additional charges payable by Customer in accordance with article IX (Adjustments), particularly with an extended functionality, including during the Implementation or in performance standards, general improvements depending functions, functionality and/or capability characteristics or any further development and/or enhancements of the system achieved by the Contractor in the ordinary course of business. Contractor in its sole discretion shall define the scope of upgrades that shall constitutes an Upgrade.

- I.1.57 The “**Work**” means the Implementation, including the Initial Setup of the System, and the establishment and setup of the required Connectivity.
- I.1.58 “**Working Day**” means any calendar day except for Saturdays, Sundays, days off and non-working days within the meaning of the applicable legal regulations of the Czech Republic.
- I.1.59 The “**Working Hours**” mean time from 9 AM to 5 PM CET on Working Days.
- I.2 Other expressions may be defined directly in the text of the Contract, with the definition of the expression being highlighted in bold and preceded by the words “hereinafter”, and each time it occurs again later in the text of the Contract, it will be capitalized.
- I.3 **Interpretation**
- I.3.1 Words expressing only the singular include the plural and vice versa, words expressing the masculine gender include the feminine and neutral gender and vice versa, and words expressing persons include natural persons and legal entities and vice versa.
- I.3.2 The headings of the articles and paragraphs of this Contract are provided for convenience only and will not be taken into account when interpreting this Contract.
- I.3.3 In the event of any discrepancy between the text of this Contract and its Annexes, the text of this Contract will prevail.

II. SUBJECT-MATTER OF THE CONTRACT

- II.1 Under the terms and conditions agreed below, the Contractor undertakes to provide the Customer with the Services as defined herein.
- II.2 The Customer undertakes to pay the Price agreed upon in Article X for the Services duly provided hereunder.

III. SERVICES

- III.1 **Subject Matter of the Services.** The Parties have agreed that the Services provided by the Contractor include the following activities:
- III.1.1 the Implementation of the System, both in the Contractor's Environment and in the Customer's Environment according to the Implementation Schedule that is specified in Annex No. 4 hereto, including the Initial Setup of the System (including setting-up the Customer's partition and providing the Customer with access to the database in the System, configuring the required Groundhandled airlines settings and AHM database and setting-up the required IATCI and the electronic ticketing connections for the Groundhandled airlines as described in Annex No. 6) and initial train-the-trainer training in the scope under Art. VI hereof,
- III.1.2 the establishment and setup of the necessary Connectivity to ensure the connection of the System's Client Application from the Customer's environment to the System in the Contractor's environment,
- III.1.3 providing a full and undisturbed access of the Authorized Persons to the System and its use,

- III.1.4 ensuring the Normal Operation and the System Availability,
 - III.1.5 providing Licences for the proper use of the System and for the Documentation,
 - III.1.6 providing access to training materials or release notes,
 - III.1.7 providing technical and user support services via the Support Centre,
- (hereinafter the “**Services**”)

III.2 Language. The Parties have agreed that all Services, System’s control elements, the Documentation, training, and communication with the Support Centre will be provided either in Czech or in English.

IV. IMPLEMENTATION AND INITIAL SETUP

IV.1 The Contractor agrees to Implement and perform the Initial Setup of the System, to establish and set up Connectivity, to provide initial training and to hand over the Documentation to the Customer, and to invite the Customer to start the Test Operation in accordance with the project milestones and timelines agreed between the Parties in the Implementation Schedule as further described in Annex No. 4. The latest project completion date is 30th September 2021.

IV.2 The handover and acceptance of the Work will take place on the basis of the acceptance procedure consisting of four (4) phases:

- IV.2.1 Implementation,
- IV.2.2 a Test Operation, and
- IV.2.3 a Trial Operation, and
- IV.2.4 the signing of a Handover Report.

IV.3 The Test Operation will be performed by the Customer in the presence of or with remote support from the Contractor, within a period of five (5) Working Days from the Customer's request sent to the Contractor, unless otherwise agreed between the Parties.

IV.4 If the Customer fails to initiate the Test Operation and fails to do so even within an additional period of three (3) Working Days from the Contractor’s repeated invitation, the Test Operation will be deemed terminated without Defects.

IV.5 The Parties will write a report of the Test Operation.

IV.6 If it is ascertained during the Test Operation that the number of Defects does not exceed the following acceptance criteria:

- IV.6.1 Category A Defects 0
- IV.6.2 Category B Defects 0
- IV.6.3 Category C Defects 10

The Contractor will invite the Customer in writing to launch the Trial Operation.

- IV.7** If it results from the report on the performed Test Operation that the Work does not meet criteria specified in Art. IV.6 hereof, the Contractor undertakes to Remove detected Defects and, after Removing them, to invite the Customer to run the Test Operation again, Art. IV.3– IV.6 hereof being applied *mutatis mutandis*. This process of testing and subsequent Removing of Defects will be repeated until the Contractor meets the acceptance criteria specified in Art. IV.6 hereof, but no more than twice (2x) and no later than within 30 calendar days.

- IV.8** After the Test Operation has been successfully completed and the acceptance criteria pursuant to Article IV.6 hereof have been met, the Contractor will invite the Customer to launch the Trial Operation.

- IV.9** The Trial Operation will be performed by the Customer in the presence of or with remote support from the Contractor, within a period of five (5) Working Days from the Customer’s request sent to the Contractor, unless otherwise agreed between the Parties.

- IV.10** If the Customer fails to perform the Trial Operation within the deadline set for the termination of the Trial Operation and fails to do so even within an additional period of three (3) Working Days from the Contractor’s repeated invitation, the Trial Operation will be deemed terminated without Defects.

- IV.11** The Parties will write a record of the Trial Operation.

- IV.12** If it is ascertained during the Trial Operation that the number of Errors does not exceed the following acceptance criteria:
 - IV.12.1 Category A Defects 0
 - IV.12.2 Category B Defects 0
 - IV.12.3 Category C Defects 5

The Contractor will request the Customer in writing to accept the Work.

- IV.13** If it results from the record of the performed Trial Operation that the Performance does not meet the acceptance criteria specified in Art. IV.12 hereof, the Contractor undertakes to Remove detected Defects and, after Removing them, to invite the Customer to commence the Trial Operation, Art. IV.9 – IV.12 hereof being applied *mutatis mutandis*. This process of testing and subsequent Removing of Defects will be repeated until the Contractor meets the acceptance criteria specified in Art. IV.12 hereof, but no more than twice (2) and no later than within 14 calendar days.

- IV.14** After the Trial Operation has been successfully completed and the acceptance criteria according to Article IV.12 hereof have been met, the Customer has checked and confirmed the completeness of the Documentation, and the Contractor has provide training according to Article VI hereof, the Parties agree to sign a Handover Report: The Handover Report will contain a list of remaining Defects with a mutually agreed time limit for their Removal; it is understood that if such time limit is not agreed on, it is thirty (30) Working Days from the day on which the Handover Report has been signed.

- IV.15** Contractor reserves the right to utilize its subcontractor to implement the System.

V. THE FUNCTIONALITY AND AVAILABILITY OF THE SYSTEM, USER SUPPORT

V.1 Functionality: The Contractor undertakes that with the exception of the scheduled Service Windows, the System will operate in the Normal Operation, namely from the Handover until the termination or expiration of this Contract, and that throughout the duration of the Contract, Contractor will utilize good industry practices in the information technology industry with respect to comparable services and performance standards to prevent the introduction of viruses, malware or other functions that would prevent the Customer from using the System or would cause the System to stop working, or would limit or otherwise adversely affected its functioning.

To the extent permitted by law, all terms, conditions, warranties or representations (save to the extent that any such representations have been fraudulently made) which are not expressly included in this Contract but which may be implied into this Contract by law (including without limitation in relation to warranties of title or implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error or bug-free or uninterrupted operation), are expressly excluded.

V.2 Availability: The Contractor undertakes that with the exception of the scheduled Service Windows, the System will be Available and will meet the following parameters from the Handover until the termination of the Contract:

V.2.1 It is possible to connect to the System in the Normal Operation or in the Limited operation via Connectivity,

V.2.2 and is able to send valid responses to valid requests from Customer.

V.2.3 Availability shall be calculated as the Agreed Service Time (*the total time (measured in minutes) in a Measurement Window (the calendar month during which Availability is measured)), reduced by the duration of the Service Window during that Measurement Window*) in a Measurement Window excluding the total duration of Unavailability excluding Service Windows in the same Measurement Window divided by the Agreed Service Time in the Measurement Window, as follows:

$$\text{compliance percentage} = \frac{\text{Agreed Service Time} - \text{Unavailability (excluding Service Windows)}}{\text{Agreed Service Time}} \times 100$$

V.2.4 A failure by Contractor to meet the Availability compliance percentage below according to the following table for a Measurement Window shall be deemed not Availability for that Measurement Window.

Measured System	Availability compliance percentage	Point of Measurement
DCS System (including Connectivity provided as part of the Services)	98.32%	Contractor Data Centre

The achievement of Availability or any service levels may be impacted by factors outside of Contractor’s control. Accordingly and notwithstanding anything to the contract in this Contract, no service levels or Availability requirements apply for transmissions through the Internet or any

other network, connectivity or interactions with systems outside of Contractor's control such as (non-exhaustively) Customer local network performance degradation, Customer PC hardware limitations, Customer or third party systems or application settings that are in the control of Customer or third parties to establish and maintain or Customer anti-virus settings that can be attributed to having an impact on the System. To avoid any doubts, the foregoing does not apply to the Connectivity provided by the Contractor as part of the Services, which forms an integral part with the System for measuring the Availability. ETK/ITCI links are on the other hand excluded from the Availability measurement.

V.3 Support Centre. The Contractor undertakes to ensure during the Service Hours and in accordance with Annex 6:

- V.3.1 The availability of the Support Centre for making Notifications of Errors and Unavailability and for conducting telephone consultations with those Contractor's employees having appropriate qualifications (certification) and experience related to the System.
- V.3.2 responding to telephone or e-mail Notifications of Errors or Unavailability made to the Support Centre by the Contractor's responsible employees having appropriate qualifications (certification) and experience related to the System, while observing the Time Limits for Response under this Contract.
- V.3.3 Providing user support that involves the processing and handling of operational requirements related to the enlargement of or changes to the configuration and the setting of existing and new airlines, including the creation and maintenance of a relevant database according to the AHM560/565 documentation. The Contractor guarantees the following time limits for these cases (excluding airline carrier certification):
 - a) The configuration of a new narrow-body aircraft according to AHM560/565: by ten (10) Working Days for a new aircraft set-up and three (3) Working Days for an Update of existing aircraft configuration.
 - b) The configuration of a new wide-body aircraft according to AHM560/565: by ten (10) Working Days for a new aircraft set-up and three (3) Working Days for an Update of existing aircraft configuration.
- V.3.4 The provision of telephone or e-mail consultation via the Support Centre;
- V.3.5 The localizing and identifying of Errors or Unavailability and their causes;
- V.3.6 The provision of actual information about the state, progress and manner of Removing Errors or Unavailability while maintaining the Continuous Information Period;
- V.3.7 Updating the Documentation in the form of sending release notes or change reports so that the Customer continuously has at its disposal up-to-date Documentation for the System that it is using at the given time;
- V.3.8 The provision of professional consultations related to the System and support during its use. To exclude any doubts, the remuneration for the provision of professional consultations is included in the Remuneration to the extent of consulting additional functionalities and features on top of functionality which has been deployed as part of initial implementation or performed Updates or Upgrades. Any other professional

consultations are subject to additional charges payable by Customer to Contractor as agreed between the Parties in writing.

V.4 SLA. The Contractor undertakes to observe the following time limits when providing Services:

Error category	Time Limit for Response	Time Limit for Removal	Continuous Information Period
Category A Error	30 minutes	within 4 hours	updates provided every 30 minutes
Category B Error	2 hours	within 8 hours for operational incidents within 45 days for non-operational incidents	updates provided every 30 minutes for operational incidents

V.4.1 The Time Limit for Response and the Time Limit for Removal referred to in this Article will start to run the moment the Notification was made by the Customer to the Contractor’s Support Centre as indicated by the time stamp in the Contractor’s incident problem and change management system. The same will apply for determining the Continuous Information Period.

V.4.2 The Parties agree on the procedure for providing continuous information as follows: the Customer’s employee contacts the Contractor’s Support Centre within the agreed Continuous Information Period and the Contractor undertakes to inform the Customer about the current course of the Error Removal process.

V.5 Removal of Errors of the System and its support.

V.5.1 The Contractor undertakes to Remove the System Errors and Unavailability within the Time Limit for Removal by Installation of Software Corrections or in another manner so as to restore Availability or the Normal Operation. The responsibility to Remove Errors includes Removal of Errors created as a result of Removing an Error.

V.5.2 The Contractor agrees to inform the Customer about Updates and Upgrades within five (5) Working Days from the issuance of such Update or Upgrade and to describe the changes that the Upgrade or Update will cause. The Customer may request updated version of the Documentation from the Contractor, e.g. in a form of release notes or updated training manuals, if necessary. The Contractor is obliged to provide this Documentation to the Customer within three (3) Working Days from the Customer’s request or such longer period as may reasonably be required depending on the nature of the Update or Upgrade. Unless otherwise agreed by the parties, the Update or Upgrade may not limit or eliminate the functionality of the Software listed in Annex 4 (Implementation Schedule) or Annex 6 hereto or reduce Availability.

V.6 Shutdown. Except for Removal of a reported Error, the Contractor is entitled to shut the System down only during the Service Window. The Contractor must notify the Customer of the Service Window at least one (1) Working Day before its scheduled start. The parties have agreed that

the total length of the Service Windows will not exceed 2 hours per calendar month (hereinafter referred to as the “**Scheduled Scope of Maintenance**”). A Service Window that is not notified to the Customer at least one (1) Working Day before its scheduled start or that exceeds the Scheduled Scope of Maintenance is considered to represent Unavailability for the purposes of this Contract.

V.7 System Functionality and Availability. The Contractor undertakes that:

V.7.1 Availability compliance percentage in a Measurement Window will not drop under the value of 98,32%,

VI. TRAINING

VI.1 As further described in Annex No. 4, during the timelines agreed between the Parties in accordance with the agreed Implementation schedule, the Contractor undertakes to provide initial train-the-trainer training to designated employees of the Customer, for such employees to train the users of the System and to be able to manage and supervise the operation of the System. This training must cover all functionalities, settings and configurations of the System as specified in Annex No. 6. After completing this training, such employees of the Customer will be certified and authorized by the Contractor to provide training and certification to regular Customer’s end users of the System. The minimum scope of this training will be 3 Man-Days.

VI.2 The Contractor agrees to provide the initial train-the-trainer training remotely (or in Contractor’s training center or at the Customer’s registered office subject to prior consent by Contractor, additional charges and travel expenses and any government entry or exit or travel restrictions or changes of law or regulation, or public health emergencies imposed on Contractor staff which impact Contractor ability to travel to Customer’s location) before the launch of the Trial Operation.

VI.3 Furthermore, the Contractor agrees to provide an online training material update or release notes to the System Administrators as may be generally made available by Contractor to its other customers, without additional charge to Customer. All other training materials requested by Customer shall be subject to at least thirty (30) Working Days prior written notice to and consent by Contractor and additional charges payable by Customer to Contractor as agreed between the Parties.

VI.4 Remuneration for the initial and refresh training is included in the Remuneration except as provided above.

VII. OTHER OBLIGATIONS OF THE CUSTOMER

VII.1 The Customer must provide the Contractor with necessary cooperation during the Implementation.

VII.2 The list of Authorized Persons is as follows:

- a) Letiště Praha, a. s. (PRG),
- b) Czech Airlines Handling a.s.,
- c) subject to prior written agreement between Customer and Contractor in accordance with article IX and VII.3.

- VII.3** The Customer is entitled to request a change to the above list of Authorized Persons at any time by sending such request with updated list to the Contractor, i.e. to remove or add Authorized Persons. Contractor will then review such updated list and either inform Customer in writing of: a) Contractor's approval of such list or b) its rejection or suggested modification of such list and the reasons for the rejection or modification.

VIII. LICENSE

- VIII.1** Where, in connection with the provision of the Services by the Contractor, the Contractor uses any Intellectual Property which is owned by the Contractor or any other company within the Contractor Group of Companies, the Contractor shall grant to the Customer, or shall procure that the Customer is granted (without further charge to the Customer and for the benefit of the Customer or Authorized Persons as listed in Art. VII.2) a non-exclusive License to use such Intellectual Property within the scope of the provisioning of the Services, which License shall include the right for the Contractor or any other company within the Contractor Group of Companies providing services to the Customer or Authorized Persons to such Intellectual Property for the benefit of the Customer or any such company.
- VIII.2** The Contractor agrees that the Customer may use the System, including Updates and Upgrades and the Documentation, to the extent specified in Article VIII. hereof, for its own benefit and for its own needs as well as for the benefit and for the needs of its Controlled Entities for the sole purpose of providing groundhandling services as a groundhandling agent to Groundhandled Airlines (each airline that is groundhandled by the Customer, Authorized Persons or Controlled Entities and as agreed between the Parties in writing), subject to and in accordance with the terms and conditions of this Contract. The Customer is entitled to grant authorisation that is part of the Licence in full or in part to the Controlled Entities (a sub-licence).
- VIII.3** Remuneration for the provision of Licenses under Article VIII. is included in the Price for the Work pursuant to Article X.1.1 hereof.
- VIII.4** The Customer agrees and acknowledges that all Intellectual Property Rights in or relating to the System, Software, System's Client Application, Work, Ordered, Performance, Contractor Platform (including in any documentation relating thereto) and the Services shall remain vested in Contractor and are not and will not in any circumstances be transferred to the Customer.
- VIII.5** To the extent that the Customer owns any of the Intellectual Property Rights referred to in Article VIII.4 by operation of law, the Customer hereby assigns, with full title guarantee (by way of present assignment of present and future rights), to Contractor all of such Intellectual Property Rights free from any encumbrances and agrees to duly execute all such documentation or legal or other instruments and to perform all such acts within its control as may be necessary to give effect to such assignment at its own cost.
- VIII.6** Contractor agrees and acknowledges that, as between the Parties, all Intellectual Property Rights in or relating to the Groundhandled Airline Data are not and will not in any circumstances be transferred to Contractor. Customer grants a non-exclusive, royalty-free, worldwide sub-license during the Term of this Contract to Contractor and its employees, agents or contractors to use the Groundhandled Airline Data for the purpose of performing its obligations under this Contract.
- VIII.6.1 Customer warrants that Contractor, its employees', agents' or contractors' use of the Groundhandled Airline Data in accordance with this Contract will not infringe the Intellectual Property Rights owned by a third party. Contractor agrees that its sole and exclusive remedy for Customer's breach of the foregoing warranty shall be to be indemnified pursuant to Article XVI.6; and

VIII.6.2 Customer warrants, represents and undertakes that it has all necessary consents, approvals or licenses to (i) make Groundhandled Airline Data available to Contractor for the purposes of this Contract and for Contractor to process the Groundhandled Airline Data as envisaged in this Contract, and (ii) permit the Customer and each Authorized Person to access Groundhandled Airline Data as envisaged in this Contract. The Customer shall provide evidence of such consents, approvals or licenses to Contractor upon request. The Customer agrees and acknowledges that Contractor will only grant the Customer access to Groundhandled Airline Data to the extent that Contractor is instructed by the relevant Altéa DCS Hosted Airlines to do so. Where Altéa DCS Hosted Airlines restrict access to such Groundhandled Airline Data or where the Customer fails to procure all necessary consents, approvals or licenses for the processing of, and its and each Authorized Persons access to, Groundhandled Airline Data, this shall give rise to a Savings Event to the extent of any impact on Contractor's ability to provide the Services or to comply with this Contract.

VIII.7 Customer, shall procure that each Authorized Person and Controlled Entity undertakes:

VIII.7.1 not to access or use the System or the Services other than in accordance with this Contract or the instructions or directions notified by Contractor to Customer from time to time, and not to access or use the System or the Services in any way which damages or disrupts or may damage or disrupt the same;

VIII.7.2 except where expressly permitted by Contractor, not to access or use (or attempt to access or use) or modify, interfere with or update (or attempt to modify, interfere with or update) any data stored on the System which relates to Contractor or any person other than the Customer or the Groundhandled Airlines;

VIII.7.3 not to download, disassemble, decompile, alter, reverse engineer or in any manner decode, modify or interfere (or attempt to do so) with any software, source code, object code or program data forming part of the System or the Services or operated by or in connection with any of System or the Services;

VIII.7.4 to use only the Terminal Equipment and Software to access and use the System and the Services;

VIII.7.5 except where expressly permitted by Contractor under this Contract, not to make the System available to any person other than the Customer, Authorized Persons and Controlled Entities previously approved by Contractor, and not to use the System on behalf of or for the benefit of any third party;

VIII.7.6 except where expressly permitted by Contractor under this Contract, not to use the System to provide services to third parties other than the Groundhandled Airlines.

VIII.8 Contractor may immediately suspend the Services and/or Customer's and/or the Authorized Persons or Controlled Entities access to the System or the Services to the Customer where Contractor believes that:

VIII.8.1 the Customer and/or the Authorized Persons or Controlled Entities is in breach of any of its obligations under Article VIII License;

VIII.8.2 the Customer's and/or the Authorized Persons or Controlled Entities accessing or use of any of the Services is in any way interrupting, damaging or disrupting, or threatens to interrupt, damage or disrupt, the operation of the System or Contractor's Environment; or;

VIII.8.3 Contractor detects a problem originating from Customer's and/or the Authorized Persons or Controlled Entities or Groundhandled Airlines', network providers', or any third party systems or users, with an actual or probable (in the reasonable opinion of

Contractor) detrimental impact on the System or Contractor's Environment (including technical problems, damage, interruption and/or degradation to the System and/or other impacts which negatively affect the provision of services to other users, and/or result in inefficient or improper use of the System) relating to the Services or network;
or;

VIII.8.4 Contractor is notified by a government regulatory authority that Contractor is (or may be) in breach of a privacy regulation.

VIII.9 If Contractor exercises its right to suspend the Customer's and/or the Authorized Persons or Controlled Entities access to the Services in accordance with this Clause:

VIII.9.1 the right granted to the Customer and/or the Authorized Persons or Controlled Entities to access and use the Services under this Contract will automatically be suspended until such time as Contractor in its absolute discretion is satisfied that it is safe to reconnect the Customer and that the Customer has brought to an end any breach of its obligations under this Article or the circumstances referred to in this Article (as applicable);

VIII.9.2 the Customer shall continue to be responsible for payment of the Fees during such suspension; and

VIII.9.3 Contractor shall have no liability or penalty or service credit incurred to the Customer for any losses, claims, damages, fees, liabilities, costs or expenses suffered by the Customer or any other person by reason of the exercise of such right which shall constitute a Savings Event.

VIII.10 Contractor may modify the functionality of the Services from time to time, provided that it does not materially reduce the functionality of the Services.

VIII.11 The Customer shall provide, and shall ensure that each of its employees, agents and contractors provides, Contractor with such assistance and co-operation as Contractor may reasonably request in connection with the Services.

VIII.12 The Customer shall provide Contractor with such data and information reasonably requested by Contractor to enable the Customer to use the Services and for Contractor to operate the Services, in such format and by such times as reasonably specified by Contractor. The Customer shall be responsible for ensuring that all such data and information is accurate, up to date and complete.

VIII.13 The Customer will notify Contractor as soon as it becomes aware of any fault, error or operating difficulty relating to any part of the Services.

VIII.14 The Customer accepts that the availability and operation of the Services may be interrupted as a result of factors outside of Contractor's control or responsibility which may affect the communications network and/or the Services, including without limitation planned or unplanned downtime or failure of third party connections and links or termination not caused or triggered by Contractor of any third party software licenses granted to Contractor.

VIII.15 Where for any reason Contractor interrupts or suspends the Customer's access to the Services in accordance with this Article, it will use reasonable endeavors to recommence that access as soon as reasonably practicable and to keep the Customer informed of the estimated duration of such interruption or suspension.

VIII.16 The Customer will ensure that Customer's location (Prague Airport (PRG)) is properly configured as required to access the Services and the Terminal Equipment and connection of the Terminal Equipment will operate with and will interface with the System.

VIII.17 The Customer shall obtain all necessary licenses to use the Software and Terminal Equipment and, if requested, will provide Contractor with copies of all such licenses.

- VIII.18** Contractor shall be excused from the performance, and shall not be held liable under or in connection with this Contract for any failure or delay in performing, any of its obligations, under this Contract if and to the extent that such Contractor non-performance or delayed performance is caused by (each a “**Savings Event**”) the failure of Customer to comply with its obligations under this Contract or any other event expressly named as a Savings Event under this Contract.
- VIII.19** On becoming aware of any Savings Event, Contractor shall (where reasonably practicable):
- VIII.19.1 notify the Customer of such Savings Event and the impact of such Savings Event on Contractor’s ability to perform, or delay in performing, its obligations under this Contract under such circumstances;
 - VIII.19.2 allow Customer a reasonable period within which it may correct such Savings Event; and
 - VIII.19.3 use reasonable endeavours to avoid or mitigate the impact of such event, provided that Contractor shall not be required to incur additional costs or apply additional resources unless Customer agrees in writing to reimburse Contractor for such costs or resources.
 - VIII.19.4 If Contractor incurs costs in connection with any Savings Event (including any costs incurred in avoiding or mitigating the impact of the Savings Event), it may charge such costs to Customer on a time and materials basis.

IX. ADJUSTMENTS

- IX.1** Assignment. During the Term of the Contract, the Customer is entitled to send to the Contractor, at any time, the assignment for
- IX.1.1 performing modification and/or add a new service to the Services and/or another change of the System (including to terminate as described in Art. XI (Term of the Contract), and/or
 - IX.1.2 request a modification of the list of Authorized Persons including adding or removing a necessary System configuration for an additional or existing Authorized Person, as stated in the article VII.3 hereof, and/or
 - IX.1.3 provide extraordinary training
- (hereinafter “**Modification**”), in the form of delivering the assignment by e-mail or in writing to the contact information of the Support Centre (hereinafter “**Assignment**”).
- IX.2** For the avoidance of doubt, Updates shall not result in an increase in the Remuneration or be deemed to give rise to an Assignment respectively an Order.
- IX.3** Origin of Assignments – Assignments may be originated either by the Customer or by the Contractor.
- IX.3.1 Where the Contractor originates an Assignment it shall provide, with the Assignment, details of the impact which the proposed change will have upon the Services; any systems or operations of the Customer which communicate with, or are otherwise affected by, the Services; the Remuneration; and the other terms of this Agreement.

IX.4 Offer. Unless the Customer specifies a longer time limit, the Contractor undertakes to send to the Customer's contact person specified in Art. XIV hereof, within fifteen (15) Working Days from the receipt of the Assignment, either a response explaining that the Contractor is unable to fulfil the requested Assignment or the price offer for the execution of the Assignment (hereinafter the "**Offer**") which must include at least:

IX.4.1 the price of the implementation of the Assignment calculated at the hourly rate according to Article X. hereof and in the event of Customer's requested Assignment is a service or functionality specified and priced in Annex No. 3, then the Contractor's offered price shall be in accordance with Annex No. 3 hereto,

IX.4.2 requirements for cooperation on the part of the Customer,

IX.4.3 the time schedule for the execution of the Assignment,

IX.4.4 in case of an Adjustment under Art. IX.1.1 hereof, details of the impact which the proposed Assignment will have upon the Services and System and/or any systems or operations of the Customer which communicate with, or are otherwise affected by the Services; the Remuneration; and the other terms of this Agreement, and

IX.4.5 the period of validity of the Offer, which must not be shorter than ninety (90) calendar days.

IX.5 Order. The Contractor undertakes to perform the Modification only on the basis of an Order agreed in writing by an authorised representative of the Contractor delivered to the contact information of the Support Centre or to the appointed account manager.

IX.5.1 The following items will form an integral part and annex to the order:

(a) written specification of the extent of the Modification required by the Customer and prepared with the wording corresponding to the Offer, and

(b) the Offer

hereinafter the "**Order**".

IX.5.2 Within fifteen (15) Working Days from an Order's receipt, the Contractor agrees to either accept the Order and confirm its acceptance to the Customer or reject the Order and confirm its rejection to the Customer. If the Customer does not receive a written rejection of the Order within the time limit according to the previous sentence, the Contractor is deemed to have accepted the Order.

IX.5.3 The Contractor is not obliged to accept and confirm to the Customer the receipt of an Order pursuant to Art. IX.5.2 hereof providing that:

(a) the Customer delivered to the Contractor an Order for performance which is inconsistent with the Assignment or the Offer, or

(b) the Customer failed to deliver an Order corresponding to the Offer to the Contractor within the period of validity of such Offer.

IX.5.4 For the avoidance of all doubts, the Parties have expressly agreed that an Order received and accepted in writing by the Contractor is an individual contract, the subject matter of which is the delivery of the performance specified in the individual contract

(hereinafter the “**Ordered Performance**”) for the price determined based on the Offer (hereinafter the “**Price for Ordered Performance**”) and in accordance with the time schedule included in the Offer (hereinafter the “**Term of Delivery of Ordered Performance**”), and which will be governed by this Contract under all terms and condition, unless otherwise agreed between the parties in the Order. (hereinafter the “**Partial Contract**”). Individual Orders will always refer to the filing number of this Contract in their text and will be numbered in ascending Order.

IX.5.5 For the avoidance of doubt, the Parties have agreed that the Ordered Performance will always include an amendment to the Documentation containing updates of any changes associated with the Ordered Performance.

IX.6 Handover and Acceptance of Ordered Performance.

IX.6.1 The handover and acceptance of each Ordered Performance will take place on the basis of the acceptance procedure consisting of two phases:

- (a) a Trial Operation, and
- (b) the signing of a Handover Report.

IX.6.2 Where the subject matter of Ordered Performance is the provision of extraordinary training, the acceptance procedure will only include the signing of a Handover Report.

IX.7 Trial Operation.

IX.7.1 After the completion of the Ordered Performance, the Contractor will hand over the updated Documentation to the Customer and invite the Customer in writing to start the Trial Operation. The time limit for launching the Trial Operation is five (5) Working Days from the Contractor's invitation, unless otherwise agreed to by and between the Parties. If the Implementation is part of the Ordered Performance, the Contractor will carry out those activities no later than on the day preceding the day of commencement of the Trial Operation.

IX.7.2 If the Customer fails to launch the Trial Operation and fails to do so even within an additional period of three (3) Working Days from the Contractor's repeated invitation, the Trial Operation will be deemed terminated without Defects.

IX.7.3 The Parties will write a record of the Trial Operation.

IX.7.4 If it is ascertained during the Trial Operation that the number of Defects does not exceed the following acceptance criteria:

- (a) Category A Defects 0
- (b) Category B Defects 0
- (c) Category C Defects 3

the Contractor will be entitled to invite the Customer to accept the Ordered Performance and the Customer will be obliged to accept the Ordered Performance.

IX.7.5 If it results from the record of the performed Trial Operation that the Ordered Performance does not meet the acceptance criteria specified in Art. IX.7.4 hereof, the

Contractor undertakes to Remove detected Defects and, after Removing them, to invite the Customer to commence the Trial Operation, Art. IX.7 hereof being applied *mutatis mutandis*. This process of the testing and subsequent Removal of Defects will be repeated until the Contractor meets the acceptance criteria specified in Art. IX.7.4 hereof, but unless otherwise agreed in writing, no more than twice and no later than within 20 days after the date stated in the Order.

IX.8 Handover Report.

IX.8.1 The Parties agree to sign a Handover Report after:

- (a) The Parties make a record of a Trial Operation, and
- (b) The Customer checks and confirms the completeness of the updated Documentation.

IX.8.2 Each Handover Report will contain a list of remaining Defects with a time limit for their Removal, it being understood that if such time limit is not agreed to in writing, for Category C, it will be deemed to be twenty (20) Working Days from the day on which the Handover Report was signed.

IX.9 Use of Ordered Performance.

IX.9.1 If the subject matter of Ordered Performance is

- (a) the provision of a License to the System, the Contractor, as the executor of the author's property rights to the System, provides the License to the Customer on the day of handing over the Ordered Performance, namely
 - (i) for the period of duration of the property rights of the author during the Term of this Contract,
 - (ii) limited for use by Authorized Persons for use at Prague Airport (PRG) or such other location agreed in writing between the Contractor and Customer in accordance with Art. IX (Adjustments),
 - (iii) in the quantity authorised by Contractor as necessary for using the System in accordance with the Documentation and the Order,
- (b) Granting a Sub-license to the System, the Contractor grants the Sub-license to the Customer as of the day of the Handover of the Ordered Performance, namely:
 - (i) for the period of duration of the property rights of the author during the Term of this Contract,
 - (ii) limited for use by Authorized Persons for use at Prague Airport (PRG) or such other location agreed in writing between the Contractor and Customer in accordance with Art. IX (Adjustments),
 - (iii) in the quantity authorised by Contractor as necessary for using the System in accordance with the Documentation and the Order, and
 - (iv) in compliance with the licensing terms (if any) specified in the Offer.

- IX.9.2 By signing this Contract, the Customer accepts the License and/or the Sub-license with effect as from the day of Handover of the relevant Ordered Performance. The remuneration for the granting of the License or the Sub-license forms part of the Price for the Ordered Performance.
- IX.9.3 In connection with Author's Works created by the Contractor during the implementation of the Ordered Performance, especially in connection with the subject matter of the Modification, the Contractor will provide the Customer with a territorially limited License, for use by Authorized Persons for use at Prague Airport (PRG) or such other location agreed in writing between the Contractor and Customer in accordance with Art. IX (Adjustments), for the duration of the Contractor's property rights as of the handover date of the Ordered Performance which includes the Author's Work, without limiting the scope and/or the manner of use and for the duration of the Author's property rights. The Customer accepts the License. To avoid any doubt, the Parties state that
- (a) the Contractor grants to the Customer consent to use the Author's Work under the previous sentence either in its original or in an adapted or otherwise modified form, independently or as a set, or in connection with any other work or elements.
 - (b) the remuneration for the License under this Article is included in the Price for Ordered Performance.
- IX.9.4 If the Contractor's Licence terms and conditions of the System enable so, the Contractor agrees that Author's Works created during the performance of the Ordered Performance in respect of which the Customer acquired the License and/or the Sub-license under this Contract in relation to the implementation of the Ordered Performance can be provided by the Customer for use by the Authorized Persons, in any manner of use envisaged as of the date of signing the Contract by the Copyright Act and the Civil Code. The consideration for the use of the System by the Customer and the Controlled Entities is included in the Price for the Ordered Performance.
- IX.10** To avoid any doubt, the Parties have agreed that making Adjustments based on the Ordered Performance does not release the Contractor from its responsibility to correct System Errors, except for temporary disagreements with the original version of the Documentation between the beginning of the implementation of the Ordered Performance and the Handover of the Ordered Performance. Customer may withdraw from the Partial Contract with written notice to Contractor no later than five (5) Working Days after Contractor's receipt of the Order, in which case the Contractor is required to restore the System into the state before the implementation of the Ordered Performance within a reasonable time period from the withdrawal.

X. PRICE, MATURITY, INVOICING

- X.1** The Customer undertakes to pay to the Contractor the price agreed as follows for the duly provided Services:
- X.1.1 the Price for the Services under Art. III.1.1 - III.1.2, i.e. for the performance of the Work amounting to Euros (€) excl. VAT (hereinafter the "**Price for the Work**").
 - X.1.2 a monthly remuneration for the Services under Art. III.1.3– III.1.7 hereof pursuant to Annex No. 2 (hereinafter the "**Remuneration**").

- X.1.3 The Customer agrees to pay to the Contractor for the Adjustments an amount determined in accordance with Article IX hereof (hereinafter referred to as the **“Price for the Ordered Performance”**).
- X.1.4 For the purposes of determining the Price for the Ordered Performance, the Parties have agreed on a fixed hourly rate amounting to Euros and cents (€) without VAT.
- X.2** Unless otherwise stipulated in the Contract, the Price for the Work, the Price for the Ordered Performance and the Remuneration always include all direct and indirect costs with exception to travel costs incurred by the Contractor in connection with the relevant performance. The travel costs when necessary will be calculated separately and provided as part of the Offer.
- X.3** The Remuneration will always be paid on the basis of an Invoice which the Contractor is entitled to issue on the last day of the calendar month in which the Services were provided. All payments made under this Contract will be made directly to the Contractor’s bank account set forth in the first page of this Contract (unless otherwise notified in writing by Contractor to Customer from time to time) and specified in the relevant Invoice. For the purpose of value added tax, the Services are regarded as delivered continuously. The day of taxable supply is the last day of the month that the Service was delivered.
- X.4** The price for the Work and the price for the Ordered Performance will always be paid on the basis of an Invoice which the Contractor is entitled to issue no earlier than on the day following the Handover, except for the advance Invoice of 30 % of the Price for the Work which the Contractor is entitled to issue after the Agreement signature. The Handover Report is not required in the case of an advance Invoice. For the purpose of value added tax, the day of the signature of the Handover Report by the Customer is also the day of taxable supply.
- X.5** Each Invoice is payable within thirty (30) days from the day on which it was delivered to the Customer. If the due date falls on Saturday, Sunday, holiday or a non-working day within the meaning of the valid and effective legal regulations of the Czech Republic or on 31 December or on a day which is not a working day pursuant to Act No. 370/2017 Coll., on the payment system, as amended, the due date will be postponed to the nearest following working day. The Customer’s obligation will be settled once the invoiced amount is debited from the Customer’s bank account.
- X.6** The received Invoice must meet all requirements of a tax document within the meaning of the applicable legal regulations of the Czech Republic, particularly the Act on Value Added Tax, and must contain factually correct data in relation to the performance. The Contractor is required to deliver the Invoice to the Customer’s mail address specified in Article X.7 hereof no later than on the fifteenth (15th) day following the next month end following the day of taxable supply. After receipt of the Invoice, the Customer has ten (10) days to consider whether the Invoice has been issued without any errors and to return it in case it was not so issued. Customer shall notify Contractor in writing as soon as possible but, in any event, no later than on the due date of such invoice if Customer disputes in good faith any of the fees or charges or finds errors in such Invoice and the reason for such dispute. The Parties shall discuss with the aim to resolve such dispute in good faith, escalating the dispute where appropriate in accordance with this Contract. Customer may not withhold payments invoiced to Customer while any dispute is being resolved. Upon the return of an incorrectly issued Invoice, the maturity period will be suspended and a new maturity period will start to run after the submission of a corrected Invoice.
- X.7** Addresses for delivering Invoices are as follows:
- in paper form to the following address for correspondence:

Letiště Praha, a. s.
evidence faktur
Jana Kašpara 1069/1
160 08 Praha 6

electronically in PDF format to the following e-mail address:
invoices@prg.aero

X.8 If, in accordance with Act No. 235/2004 Coll., on value added tax, as amended, the Contractor:

X.8.1 is designated by a decision taken by the tax administrator to be an unreliable payer, or

X.8.2 requires payment for a taxable supply provided under this Contract to a bank account which is not published by the tax administrator in a manner allowing for remote access, or to a bank account administered by a provider of payment services outside the territory of the Czech Republic,

the Customer is entitled to pay to the Contractor's bank account only the Price for the provided taxable supply without value added tax (hereinafter "**VAT**"). The Customer is entitled to pay VAT, if it is charged and if it forms part of the payment by the Customer under the Contract, directly to the account of the relevant tax administrator. In such a case, the VAT amount is not regarded as an unpaid obligation vis-à-vis the Contractor; the Contractor is thus not entitled to claim a VAT supplementary payment nor to apply any contractual penalties or default interest. The Customer is obliged to inform the Contractor about this course of action no later than on the date of the payment of the Price.

X.9 The Customer is authorized to decrease the Service Fee or Price by the paid withholding tax or other similar tax in the case when such payment shall be in, accordance with Czech tax regulations, subject to withholding tax or other similar tax. In such case the sum representing withholding tax or any other similar tax shall not be considered as an unpaid liability of the Customer against the Contractor. Contractor hereby declares that its country of tax residence (in the meaning of the Agreement for the Avoidance of Double Taxation concluded between the Czech Republic and Spain is Spain and maintains no permanent establishment in the Czech Republic. In order to confirm it Contractor shall provide Customer with Contractor's valid certificate of tax residence issued by appropriate tax authority of its country for each calendar year for which the services specified in this Agreement will be performed. Contractor shall immediately inform Customer about any changes related to its tax residency; especially the creation of any permanent establishment in the territory of Czech Republic. The new tax residency certificate or any other similar document will be sent by Contractor to Customer as well. Provided that Contractor does not inform Customer about the changes of tax residency and as a result the Customer will be required by any tax authorities to pay any additional taxes, duties or charges, including penalties; the Contractor will reimburse such expenses in the full extent to Customer. Each contracting Party shall be responsible for its own corporate taxes imposed by the state of tax residence of any Party, or by international and local tax law no matter if such taxes are administrated by the other contracting Party.

XI. TERM OF THE CONTRACT

XI.1 This Contract will come into force and take effect on the date on which it is signed by the last Party. However, if a special legal regulation stipulates that this Contract can take effect not earlier than on a certain day which comes later than the day on which this Contract was signed by the last Party, this Contract will take effect only on the earliest day on which the Contract can

take effect pursuant to the special legal regulation. This Contract is made for a definite period of time, namely for 8 years from its Handover.

XI.2 This Contract will cease to be valid and effective:

XI.2.1 by written agreement of the Parties, or

XI.2.2 after the expiration of the term for which it was made; or

XI.2.3 by a termination notice under Art. XI.3 or Art. XI.4 hereof. The notice period is three (3) months and starts to run on the first day of the calendar month following the month in which the notice was delivered to the other Party; or

XI.2.4 by termination notice by the Customer without providing a reason provided such termination is not effective and notice is not given before two (2) years from Handover. The notice period is six (6) months and starts to run on the first day of the calendar month following the month in which the notice was delivered to the other Party; or

XI.2.5 by termination notice by the Contractor without providing a reason. The notice period is twelve (12) months and starts to run on the first day of the calendar month following the month in which the notice was delivered to the other Party; or

XI.2.6 by withdrawal from the Contract in cases specified in Art. XI.5 hereof.

XI.3 The Contractor is entitled to terminate the Contract if

XI.3.1 the Customer is late with the payment of the Remuneration, the Price for the Work, or the Price for the Ordered Performance for more than thirty (30) calendar days and will not pay the amount due even within an additional period of fourteen (14) calendar days after the delivery of the Contractor's written request for payment.

XI.3.2 there is a material breach by the Customer of any term or condition or obligation of this Contract applicable to the Customer which is incapable of remedy or which, if capable of remedy, is not remedied within sixty (60) calendar days following receipt of a written notice from Contractor specifying the breach and requiring the same to be remedied.

XI.4 The Customer is entitled to terminate the Contract if:

XI.4.1 The Contractor has repeatedly violated its obligations under this Contract, or

XI.4.2 Guarantees under Art. V.7 hereof are repeatedly violated, or

XI.5 The Customer is entitled to withdraw from the Contract if the Work is not duly and timely handed over and/or if the Work does not meet the conditions of Handover even after the second Test Operation or within a period under Article IV.7 hereof and/or if the Work does not meet the conditions of the Handover even after the second Trial Operation or within a period pursuant to Article IV.13 hereof. In such event, the Customer has no interest in the Services or in taking over part of the Work, and the Contractor is not entitled to any remuneration or part of the price or any compensation for any costs incurred for Services or Work not provided by the Contractor during the execution of the Work. For Services or Work already provided by the Contractor, Contractor is entitled to remuneration by Customer.

XI.6 The Customer is entitled to withdraw from the Partial Contract if the Ordered Performance is duly and timely handed over by the Delivery Date of the Ordered Performance, and/or if the

Ordered Performance does not meet the conditions of Handover even after the third Trial Operation pursuant to Article IX.7.5 of this Contract. In such event, the Customer has no interest in taking over part of the Ordered Performance and the Contractor is not entitled to any remuneration or part of the price or any compensation for any costs incurred for Ordered Performance not provided by the Contractor during the execution of the Ordered Performance. For Ordered Performance already provided by the Contractor, Contractor is entitled to remuneration by Customer.

- XI.7** The manifestation of the will to withdraw from the Contract or from a Partial Contract must be made in writing and delivered to the other Party. The withdrawal will take effect upon the delivery of a notice of withdrawal to the other Party. Withdrawal from a Partial Contract will not affect the continuation of this Contract.
- XI.8** The Customer and the Contractor have agreed that the Contract can only be terminated for those reasons expressly specified in this Contract unless mandatory provisions of applicable legal regulations provide the possibility to terminate the Contract for other reasons.
- XI.9** The Parties agree that even after the termination of the Contract in one of the manner specified in the Contract, the provisions on contractual penalties, including all contractual provisions that condition the right to a contractual penalty, confidentiality of information, and the final provisions of the Contract will remain in force. In the event of termination of this Contract:
 - XI.9.1 save as otherwise provided all rights, Licenses and obligations of each Party under this Contract shall automatically terminate;
 - XI.9.2 each Party shall forthwith return to the other all property of the other Party including without limitation the Work, System, Software, System’s Client Application, Ordered Performance and all other intellectual property of the other Party then in its possession; and
 - XI.9.3 the Customer shall pay all Prices outstanding up to and including the date of termination of this Contract within thirty (30) Working Days of such termination;

XII. CONTRACTUAL PENALTIES, LATE PAYMENT INTEREST, DAMAGES

- XII.1** If the Contractor fails its obligation to remove an Error or Unavailability within the Time Limit for Removal agreed to in Art.V.4 hereof, the Customer will be entitled to claim from the Contractor for such failure a contractual penalty calculated on the basis of the following table:

Error category	Contractual Penalty
Category A Error	EUR 60,- for each hour of delay
Category B Error	EUR 30,- for each hour of delay

- XII.2** If the Contractor breaches the guarantee for the functionality and Availability as agreed to in Art. V.7.1 hereof, the Customer will be entitled to claim from the Contractor for each such breach a contractual penalty in the amount of EUR 385,-.
- XII.3** The Customer will be entitled to claim from the Contractor:

- XII.3.1 a contractual penalty in the amount of 0.1% from the Price for the Work for each day of default with proper fulfilment of the obligation where the Contractor breaches its obligation to Remove Defects indicated in the Handover Report within additional 30 (thirty) Working Days from the originally or any subsequently agreed time limit (whichever later) for their Removal pursuant to Art. IV.14 hereof and/or the obligation to deliver the Work within the Term of Delivery of Work according to the Annex No. 4 (Implementation Schedule), or
- XII.3.2 a contractual penalty in the amount of 0.1% from the Price for the Ordered Performance for each day of default with proper fulfilment of the obligation where the Contractor breaches its obligation to Remove Defects indicated in the Handover Report within additional 30 (thirty) Working Days from the originally or any subsequently agreed time limit (whichever later) for their Removal pursuant to Art. IX.8 hereof and/or the obligation to deliver the Ordered Performance according to the Implementation schedule, or
- XII.4** If a single Error or Defect or failure to deliver the Work or Ordered Performance or Unavailability results in contractual penalties payable under more than one of Articles XII.1, XII.2, or XII.3.1 or XII.3.2, then Customer is entitled to select only one of the contractual penalties for which it will be entitled to receive under such Articles. Customer shall not be entitled to a contractual penalty under more than one Article for a single Error or Defect or failure to deliver the Work or Ordered Performance or Unavailability.
- XII.5** If the Customer fails to pay to the Contractor the Price for the Work, the Price for the Ordered Performance or the Remuneration within the maturity period agreed upon herein, the Contractor is entitled to claim from the Customer a contractual late payment interest amounting to 0.02% from the amount due for each day of default.
- XII.6** The Contractor must pay the contractual penalty applied by the Customer within fourteen (14) calendar days from the date of written application of the contractual penalty by the Customer, to the Customer's bank account.
- XII.7** Customer agrees that contractual penalties are Contractor's sole liability and Customer's sole monetary remedy for any losses arising out of or in connection with any Work, Service, System, Software, or Ordered Performance degradations and is in full and final settlement of any claim Customer may have for losses caused by or in connection with such degradation. The Parties are not liable for any breach of their obligations under the Contract if such breach was due to circumstances ruling out liability, which include in particular natural disasters, such as earthquakes, floods, storms, wars, and civil disturbances. Employee strikes, administrative or judicial decisions issued against any Party are not regarded as circumstances ruling out liability.
- XII.8** A Party is obliged to inform the other Party about the nature of the obstacle that prevents it from performance of contractual obligations no later than on the second working day after it learned about the obstacle.
- XII.9** The total amount of all contractual penalties payable by Contractor to Customer in connection with this Contract in each consecutive twelve-month period beginning from the effective date of this Contract shall be limited to ten percent (10%) of the total Remuneration paid by Customer to Contractor in such twelve-month period.
- XII.10** Limitation of Liability. The total liability of the Contractor and its affiliates and subcontractors collectively towards the Customer and other party collectively on any and all claims, whether in contract, warranty, tort (including negligence of any degree), or otherwise arising out of, or

resulting from, or in connection with this Contract, is limited to the Remuneration amount payable by Customer to Contractor in the six (6) month period immediately preceding the date the first cause of action arose (hereinafter "Liability Cap"). In no event, whether as a result of breach of contract, warranty, tort (including negligence of any degree), patent infringement or otherwise shall the Contractor or its affiliates or subcontractors be liable for any pure financial loss, consequential or indirect damages including but not limited to: loss of profit or revenue, loss of business, anticipated savings, goodwill or reputation or data or third party claims under EC Regulation 261/2004 (or similar law applicable in other countries and/or from time to time in force including in all cases any amendment thereto or replacement thereof) for loss or damage or other compensation, loss of use of the goods or system, facilities, services, downtime costs, costs to prevent or mitigate these kind of damages or claims from the Customer's business relations regarding such losses or damages. The aforementioned limitation does not apply in case of:

- XII.10.1 death or bodily injury caused by negligence of Contractor, or
- XII.10.2 any Contractor liability which cannot be excluded or limited by law, or
- XII.10.3 willful misconduct and/or fraud caused by Contractor.

XIII. PROTECTION OF INFORMATION

XIII.1 The Parties have agreed that all information disclosed by the disclosing Party to the receiving Party will remain confidential and be kept in secrecy by the receiving Party (hereinafter the "Confidential Information").

XIII.2 The Parties have agreed that the receiving Party will not disclose any Confidential Information to any third party and will take measures making it impossible for third parties to access such Confidential Information. The provisions of the previous sentence do not apply to cases where:

XIII.2.1 the receiving Party's obligation herein is contrary to what is prescribed by law; and/or

XIII.2.2 the receiving Party has disclosed such information to persons who are obliged by law to maintain confidentiality providing that the receiving Party informs the disclosing Party in writing to which third party the Confidential Information was made accessible and has bound this third party by the same confidentiality obligation by which the receiving Party is bound; and/or

XIII.2.3 such information becomes publicly known or available in any manner other than by a breach of the obligations resulting from this Article; and/or

XIII.2.4 the disclosing Party agrees in writing to making particular Confidential Information accessible.

The obligations of confidentiality contained in this Article will remain in full force and effect regardless of the termination of this Contract.

XIV. CONTACT DETAILS

XIV.1 The Customer's contact information

XIV.1.1 for the purpose of sending Offers, Documentation and information on Updates and Upgrades:

e-mail: @prg.aero

tel. +420

XIV.2 The Contractor's contact information

XIV.2.1 for the purpose of delivering Assignment and Orders:

Airport Delivery Manager

e-mail: *to be provided during implementation*

tel. *to be provided during implementation*

XIV.2.2 for the purpose of other notifications and information under this Contract:

General Counsel,
Amadeus IT Group, S.A. c/. Salvador de Madariaga 1,
28027 Madrid
Spain

e-mail:

tel.

XIV.3 Any notification or document which is to be delivered under this Contract, can be delivered in person or sent by registered post to the following address:

(a) of the Customer:

Letiště Praha, a. s.

K Letišti 6/1019, 160 08 Praha 6

(b) of the Contractor:

General Counsel,
Amadeus IT Group, S.A. c/. Salvador de Madariaga 1,
28027 Madrid
Spain
E-mail address:

XIV.4 Either Party is entitled to change its contact information by sending written notification to the other Party to the address specified in Art. XIV.3 hereof.

XV. PERSONAL DATA PROTECTION

XV.1 The Parties undertake to proceed, while performing this Contract, in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter "**Regulation**"), as well as in accordance with Act No. 110/2019 Coll., on personal data protection (hereinafter "**Act**").

XV.2 The Parties may process personal data solely for the purpose of performing the Contract. If the Contractor processes personal data for any other purposes, it does so contrary to the Contract, and the Customer is not responsible for such processing of personal data. In this case, the

Contractor is in the position of the personal data controller pursuant to the Regulation and the Act in relation to these personal data.

- XV.3** The Contractor undertakes to process personal data for the Term of the Contract and for a maximum period of the following three (3) months after its termination or such other period required by law; after the expiration of this period, the Contractor undertakes to destroy such data. If the Contractor processes personal data after the expiration of the period thus determined, it does so contrary to the Contract, and the Customer is not responsible for such processing of personal data. In this case, the Contractor is in the position of the personal data controller pursuant to the Regulation and the Act in relation to these personal data.
- XV.4** Furthermore, the Contractor undertakes to secure the processing of personal data using technical and organizational measures so that personal data are sufficiently protected and handled in accordance with the Regulation and the Act. Personal data will be processed using computer technology and access to them must be sufficiently secured to prevent unauthorized or accidental access to personal data, their unauthorized modification, destruction or any other abuse.
- XV.5** The Contractor undertakes not to combine personal data processed for the purpose of performing this Contract with any other personal data obtained or processed for any other reason.
- XV.6** The Contractor is obliged to respect the data subject's right to the protection of their private and personal life and to the protection against unauthorized interference with the private and personal lives of the data subject.
- XV.7 (Data Privacy Definitions)**
- XV.7.1 **"Data Processing Subcontractor"** means any processor engaged by Contractor in the Processing of Personal Data.
- XV.7.2 **"Data Protection Legislation"** means all applicable laws and regulations relating to the Processing of Personal Data and privacy including the GDPR and the laws and regulations implementing or made under them and any amendment or re-enactment of them.
- XV.7.3 **"Data Subject"** means an identified or identifiable natural person.
- XV.7.4 **"General Data Protection Regulation"** or **"GDPR"** means regulation EU 2106/679/EC on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC.
- XV.7.5 **"Instructions"** means the Services as described in this Contract shall be considered to be instructions of the Customer to Process Personal Data.
- XV.7.6 **"Personal Data"** means any information that relates to an identified or identifiable living individual.
- XV.7.7 **"Personal Data Breach"** means a breach of Contractor's security commitments set out in this Contract leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Contractor under this Contract.
- XV.7.8 **"Process or Processing"** of Personal Data means the use, collection, storage, Processing, modification, transfer, blocking or erasure of Personal Data by Contractor on behalf of Customer.

XV.8 (i) In the provision of the Services, Contractor shall Process Personal Data on behalf of Customer. This Processing includes such activities as specified in the service descriptions under this Contract. Under this Contract, Customer remains responsible for the compliance with provisions of Data Protection Legislation.

(ii) Contractor shall only Process Personal Data in accordance with the Instructions of Customer, except to the extent that any applicable law prevents Contractor from complying with such Instructions or requires the Processing of Personal Data other than as instructed by Customer.

(iii) Customer acknowledges that in the provision of the Services, Contractor may transfer Personal Data to locations outside the European Economic Area in accordance with applicable Data Protection Legislation.

(iv) Contractor shall ensure that any personnel authorized by Contractor to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data.

(iv) Contractor shall ensure that any Processing of Personal Data is subject to appropriate technical and organizational measures against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with applicable Data Protection Legislation applicable to Contractor.

Subcontractors

v) Contractor shall inform Customer of the Data Processing Subcontractors used in the Processing of Personal Data as at the effective date of this Contract. Contractor shall inform Customer of any changes to the Data Processing Subcontractors used in Processing of Personal Data made after the effective date of this Contract. Where Contractor engages Data Processing Subcontractors, it shall impose the Personal Data Processing obligations set out in this clause on such Data Processing Subcontractors. Customer hereby grants Contractor a general written authorization to engage Data Processing Subcontractor in the Processing of Personal Data in accordance with the provisions set out in this clause.

vi) Contractor shall inform Customer of any requests or queries from a Data Subject, regulatory authority or any other law enforcement authority regarding Processing of Personal Data under this Contract and provide Customer with any information and assistance (at Customer's cost) that may reasonably be required to respond to any such requests of queries.

vii) Contractor shall provide reasonable assistance to Customer (at Customer's cost) in respect of the customers compliance with Articles 32 – 36 of the GDPR, taking into account the nature of the Processing undertaken by Contractor and the information available to Contractor.

viii) Contractor shall at the choice of Customer, delete or return all Personal Data to the Customer after the end of the provision of the Services relating to Processing unless Contractor is required to retain the Personal Data by applicable law.

viii) Contractor shall notify Customer without undue delay on becoming aware of a Personal Data Breach;

x) Contractor shall make available to Customer information reasonably necessary to demonstrate compliance with Contractor's Personal Data Processing obligations under this Contract.

xi) The Customer warrants, represents and undertakes that it has all necessary consents, approvals or licenses to:

- Make Personal Data available to Contractor for the purposes of this Contract and for Contractor to Process Personal Data as envisaged in this Contract;
- Permit the Customer to access Personal Data using the Contractor Platform as envisaged in this Contract; and
- to permit Contractor and its Data Processing Subcontractors to transfer Personal Data to locations outside the European Economic Area as necessary for the performance of the Services as envisaged in this Contract in accordance with applicable Data Protection Legislation.

xii) Customer data (if any) in Contractor's control shall be accessible by Customer via its user interface.

xiii) Customer shall be solely responsible for the procurement of any approvals or consents or licenses relating to the collection, Processing or use of such Customer data by or on behalf of Contractor. Contractor is not required to validate the Customer data for correctness or usability nor process Customer data if such Processing will or is likely to render Contractor, its affiliates or their personnel in breach of any applicable law.

xiv) Notwithstanding the foregoing, Contractor and/or its affiliates may gather, compile, commingle, and use Customer data for aggregate statistical or analytical purposes and/or for evaluation of its provision and the use of the Services. Such aggregate data may be used by Contractor for financial, accounting, product optimization, customer support, and other internal business purposes. Aggregate or derivative data and information may be used by Contractor as input for business intelligence solutions sold to third parties, provided that such data and solutions do not contain any Personal Data and do not directly or indirectly identify Customer. Contractor and its affiliates shall have all rights to those aggregated or derivative data and business intelligence solutions.

XVI. OTHER PROVISIONS

XVI.1 Neither Party is entitled to assign any of its rights under this Contract, even partially, to a third party without the other Party's prior written consent.

XVI.2 The Parties have expressly and irrevocably agreed that:

XVI.2.1 The Contractor may not in any way assign or pledge any of its receivables in the Customer arising under this Agreement

XVI.3 Pursuant to Section 630 (2) of the Civil Code, the Parties have agreed to extend the limitation period in respect of the Customer's rights resulting from this Contract to five (5) years.

XVI.4 The Contractor agrees to provide all performance hereunder pursuant to Annex No. 5 hereto.

XVI.5 In the event of any Force Majeure which delays, interferes with or causes the cessation of the performance by either Party (and in case of Contractor, its affiliates and subcontractors) of its obligations thereunder, upon notice of Force Majeure being given in accordance with this section, the duty of the affected party to perform such obligations shall forthwith be suspended or limited (in so far as circumstance permit performance) until such Force Majeure shall have ceased.

XVI.5.1 If either Party is affected by Force Majeure, it shall promptly notify, in writing, the other party of the nature and extent of the circumstances in question.

XVI.5.2 If by reason of the Force Majeure the fulfilment by a party of any of the provisions of this Agreement is delayed for a period exceeding one hundred and eighty (180) Working Days (such period to commence from the date when notice of Force Majeure is given), the other party hereto shall have the right to terminate this Agreement forthwith by written notice to the other first party.

XVI.5.3 **“Force Majeure”** means any cause or event which is outside either Contractor or Customer’s (as the case may be) reasonable control, including without limitation, any act of God, natural disasters (e.g. fire, flood, earthquake, elements of nature), hostilities, acts of terrorism or crime including Cyber Crime (meaning any crime that involves a computer, a network, or the internet, including computer-related extortion, fraud and forgery, and unauthorised access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of viruses and worms, (distributed) denial of service attacks, invasion of privacy, cyber-spying and illegal hacking), riot, explosion, sabotage, acts of government, change of law or lock-outs or industrial disputes (to the extent that such lock-outs do not arise solely in relation to the affected Party’s own personnel), act of government, government entry or exit restriction, travel restrictions or bans, change of law or regulation, public health emergency, epidemic, pandemic, or disease.

XVI.6 Each Party (an **“Indemnitor”**) shall indemnify and defend the other Party and its affiliates and its and their officers, directors, employees, agents, representatives, successors and assignees (each an **“Indemnitee”**) against any and all losses finally awarded by a court or arbitral tribunal or agreed by the Indemnitor in settlement arising from;

XVI.6.1 subject to Article XVI.9, any third party claim that any use by an Indemnitee (or any of its Authorized Persons), in accordance with this Contract, of materials or Services supplied pursuant to this Contract by the Indemnitor infringes any Intellectual Property Right (**“IPR”**) of a third party; or

XVI.6.2 subject to Article XVI.9, where Customer is the Indemnitor, any third party claim that any use, other than in accordance with this Contract, by Customer or any Authorized Persons of materials or Services supplied by Contractor pursuant to this Contract, infringes any IPR of a third party; or

XVI.6.3 subject to Article XVI.9, where Contractor is the Indemnitor, any third party claim that any use, other than in accordance with this Contract, by Contractor or its subcontractor of documents, information, materials supplied to the Contractor pursuant to this Contract, infringes any IPR of a third party.

XVI.7 The Indemnitor shall have no liability under the indemnity granted in Article XVI.6 to the extent that any third-party claim arises as a result of:

XVI.7.1 modifications made by the Indemnitee or its sub-contractors;

XVI.7.2 the Indemnitee’s combination of the Indemnitor’s services, work product, software or materials with items not provided for under this Contract;

XVI.7.3 a breach of this Contract by the Indemnitee;

XVI.7.4 failure of the Indemnitee immediately to use corrections or modifications provided by the Indemnitor offering equivalent features and functionality (except where the correction or modification provided by the Indemnitor does not relate to such failure); or

XVI.7.5 documents or materials provided by the Indemnitee.

XVI.8 As a part or full alternative to indemnifying any Indemnitee in accordance with Article XVI.6.1, Contractor may, in its sole discretion, perform one or more of the following to minimize or eliminate the disturbance to such Indemnitee's business activities, if it becomes aware of any claim for IPR infringement under the Contract:

XVI.8.1 obtain for the Customer the right to continue using any infringing Services, materials, equipment or software; or

XVI.8.2 modify the item(s) in question so that it is no longer infringing, and the Customer shall implement any such modifications immediately; or

XVI.8.3 replace such item(s) with a non-infringing replacement item without loss of functionality, and the Customer shall implement any such replacements immediately; or

XVI.8.4 if, having taken the action referred to in one or more of Articles XVI.8.1, XVI.8.2, XVI.8.3, the infringement has not been brought to an end, cease to provide the affected infringing Services or deliverables (or require the Customer to cease such use), and if this has a material adverse impact on the Services or materials provided, Contractor shall pay a reasonable refund to Customer,

and any amounts recoverable pursuant to the indemnity set out in Article XVI.6.1 shall be reduced to the extent that the losses incurred by the Customer are reduced as a result of any of the above actions by Contractor.

XVI.9 With respect to all third-party claims, in respect of which either Party has agreed to indemnify the other party under this Contract, the following procedures shall apply:

XVI.9.1 As soon as practicable after the Indemnitee receives notice of any third party claim qualifying for an indemnity under this Contract, it shall notify the Indemnitor. Within thirty (30) days of being so notified (but no later than ten (10) days before the date on which any response to a complaint is due), the Indemnitor may assume control of the defence and settlement of that third party claim by giving a "Notice of Election". The Indemnitee shall provide to the Indemnitor reasonable assistance relating to any third party claim at the Indemnitor's reasonable request and cost.

XVI.9.2 The amount due pursuant to the relevant indemnity shall be reduced by the extent to which the Indemnitee has made any admissions (save where required by court order or governmental regulations), in relation to the third party claim, without the prior written approval of the Indemnitor and such admissions prejudice the Indemnitor.

XVI.9.3 the Indemnitor shall not settle or compromise any third party claim, if such compromise or settlement:

would assert any liability against the Indemnitee or impose any obligations or restrictions on such Indemnitee, such as imposing an injunction or other equitable relief upon the Indemnitee; or

does not include the third party's release of the Indemnitee from all liability relating to such third party claim.

XVI.9.4 If the Indemnitor does not deliver a Notice of Election pursuant to Article XVI.9.1, fails to defend the third party claim in time, or ceases to defend the third party claim, the Indemnitee shall have the right to defend the third party claim in such manner as it may deem appropriate.

XVI.9.5 The indemnity in Article XVI.6 is the Indemnitor's sole obligation and liability under or in

connection with this Contract, and the Indemnitee's sole remedy, in respect of claims by third parties relating to infringement of their IPR.

XVII. FINAL PROVISIONS

- XVII.1** If any of the provisions hereof is or becomes ineffective, and/or unenforceable, it will not affect the effect and enforceability of the remaining provisions of either the Annex or the Contract. The Parties hereby agree to replace by joint agreement any ineffective, or unenforceable provision with a new provision, the wording of which will correspond as close as possible to the wording of the original provision and the Contract as a whole.
- XVII.2** This Contract constitutes the entire agreement between the Parties concerning the subject matter of this Contract and replaces all other written or oral agreements made concerning the subject matter of this Contract.
- XVII.3** If either Party fails to notice or waives any non-fulfilment, breach, default or failure to comply with any obligation under this Contract, such conduct will not constitute a waiver of such obligation with respect to its continued or subsequent non-fulfilment, breach or failure to comply, and no such waiver will be deemed effective unless it is expressed in writing in each individual case.
- XVII.4** This Contract has been executed in four (4) counterparts, each having the force of an original. The Customer will receive three (3) counterparts and the Contractor will receive one (1) counterpart. The Contract is made in the English language.
- XVII.5** This Contract and the relations resulting from the Contract will be governed by the body of laws of the Czech Republic, particularly by the Civil Code.
- XVII.6** The Contracting Parties have agreed that the provisions of Sections 1766, (change of circumstances), Section 1793 (disproportionate reduction), Section 1796 (usury), Section 1799, Section 1800 (contracts concluded as pre-formulated standard contracts), Section 2000 (cancellation of an obligation), Section 2050 (contractual fines and compensation for damages), Section 2093 (delivery of an excessive amount) and Section 2126 (self-help sales) of the Civil Code will not apply to this Contract or to the relationships resulting from the Contract. The Parties have expressly agreed on the following provisions of the Contract regulating their rights and obligations differently from the Civil Code:
- XVII.6.1 The Contractor acknowledges that, within the meaning of Section 1765(2) of the Civil Code, any substantial change in circumstances which may create a particularly gross disproportion in the rights and obligations of the Parties that may arise. The Contractor may not demand the renewal of negotiations on the Contract in the event of such substantial change in circumstances within the meaning of Section 1765(1) of the Civil Code provided at Contractor's option, such substantial change in circumstances does not amend, alter or impact the terms and conditions of this Contract.
- XVII.6.2 Neither of the Contracting Parties is entitled to file any motions in court for a change of obligations under the Contract in accordance with the provision of Section 1766 of the Civil Code.
- XVII.6.3 This Contract is concluded between entrepreneurs within the framework of their business; for this reason, the provisions of Sections 1793 to 1795 of the Civil Code on *laesio enormis* and the provisions of Section 1796 on usury will not apply to this Contract

in accordance with Section 1797 of the Civil Code provided the impact (if any) of these provisions does not amend, alter or impact the terms and conditions of this Contract.

XVII.6.4 With regard to the conclusion of the Contract between entrepreneurs within the framework of their business, the Parties further agree in accordance with Section 1801 of the Civil Code that the provisions of Sections 1799 and 1800 of the Civil Code, on adhesion contracts, will not apply for the purpose of this Contract provided the impact (if any) of these provisions does not amend, alter or impact the terms and conditions of this Contract.

XVII.6.5 The Contractor waives the right to claim any discharge of an obligation under this Contract pursuant to Section 2000(2) of the Civil Code.

XVII.7 If one circumstance leads to a Service Level Default of multiple Service Levels under Article V (Functionality and Availability of the System, User Support) of the Contract and, therefore, an obligation should rise on the part of the Contractor to pay a contractual penalty pursuant to two or more Service Level Defaults under the provisions of Article XII of the Contract, the Contractor must only pay to the Customer a contractual penalty pursuant to that provision of the Contract which imposes an obligation to pay a higher contractual penalty.

XVII.8 The Parties have agreed that the provisions of Sections 1764 to 1766 of the Civil Code on changes to circumstances and the provisions of Sections 1793 to 1795 on disproportionate shortening will not apply to obligations arising from this Contract.

XVII.9 For the avoidance of any doubt, no obligation under this Contract is considered a fixed obligation pursuant to Section 1980 of the Civil Code.

XVII.10 As stated in Section 1987 (2) of the Civil Code, the Parties agree that a uncertain and/or indefinite claim by the Customer is not eligible for set-off.

XVII.11 No manifestation of the Parties' made while negotiating or after entering into this Contract may be interpreted in conflict with the express provisions hereof, nor does it establish any obligation for either Party.

XVII.12 The Parties agree that they do not wish for any rights or obligations to be derived – beyond the express provisions of this Contract – from existing or future practices established between the Parties or any customary practices that are established generally or within the sector relating to the subject matter of this Contract, unless otherwise expressly agreed to in the Contract. In addition to the above, the Parties mutually confirm that they are not aware of any business customs or practices that have been established between them to date.

XVII.13 The Parties have mutually communicated all factual and legal circumstances which they knew or should have known as of the date of signature of this Contract and which are relevant in relation to the conclusion of this Contract. Apart from the assurances that the Parties have provided to each other in this Contract, neither Party will have any other rights or obligations in connection with any facts that become apparent and in respect of which the other Party did not provide information during negotiations on this Contract. One exception is those cases where the given Party intentionally and factually misled the other Party with regard to the subject matter of this Contract.

XVII.14 This Contract contains the entire agreement concerning the subject matter of the Contract as well as all facts which the Parties should have or wanted to agree upon in the Contract and which they consider to be important in order to make this Contract binding.

- XVII.15** The Customer points out to the Contractor and the Contractor acknowledges that the Customer is a person as specified in Section 2(1)(n) of Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the register of contracts (The Act on the Register of Contracts).
- XVII.16** The Parties have agreed that the unit prices specified in this Contract, its annexes and Partial Contracts constitute a trade secret and they undertake to protect such trade secrets. The Parties declare that no other facts stated in this Contract, its annexes and Partial Contracts with the exception of unit prices constitute a trade secret within the meaning of Section 504 of the Civil Code.
- XVII.17** For the avoidance of doubts, the Parties agree that a bill of exchange cannot be used to satisfy pecuniary debt under this Contract.
- XVII.18** The Parties expressly agree that general business terms and conditions or other similar terms and conditions of the Contractor will never apply to the relations regulated or foreseen by this Contract, not even if such terms and conditions form a part of the communication between the Parties.
- XVII.19** The provisions of Sections 1932 and 1933 of the Civil Code will not apply to this Contract or liabilities under Partial Contracts. If there are multiple liabilities due to be paid by Contractor to Customer that arise from this Contract, it is the Customer's exclusive right to determine which liability will be paid first.
- XVII.20** The Parties undertake to resolve any and all disputes that may arise between them in connection with the performance or interpretation of this Contract through amicable negotiations and by mutual agreement. If the dispute in question cannot be resolved within thirty (30) days from the day on which it arose, such dispute will be submitted by either Party to a court with material and territorial jurisdiction. The Parties hereby agree that the court having the relevant territorial jurisdiction is the Customer's general court pursuant to Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended.
- XVII.21** This Contract may only be changed or amended by means of written, sequentially numbered amendments signed by both Parties.
- XVII.22** Any and all annexes hereto form an integral part of the Contract and their list is as follows:
- XVII.22.1 Annex No. 1: Technical and functional specifications of the system
 - XVII.22.2 Annex No. 2: Price list
 - XVII.22.3 Annex No. 3: Additional functionalities – specifications and price
 - XVII.22.4 Annex No. 4: Implementation Schedule
 - XVII.22.5 Annex No. 5: Security Measures
 - XVII.22.6 Annex No. 6: Conditionals (Supplier Service Description)
- XVII.23** In the event of any conflict or inconsistency between the terms of this Contract and the Annexes hereto (including the appendixes thereto), the conflict will be resolved in the following order of precedence:

- XVII.23.1 any Orders agreed between the Parties after the effective date as described in Art. XI.1;
- XVII.23.2 this Contract;
- XVII.23.3 the Annexes (including the appendixes thereto); and
- XVII.23.4 any other agreed documents incorporated by reference into this Contract.

In the event of any conflict, inconsistency or ambiguity between the terms of Annex 1 and Annex 3, Annex 4 or/and Annex 6, the terms of Annex 3, Annex 4 or/and Annex 6 as the case may be, shall prevail over the conflicting, inconsistent or ambiguous terms of Annex 1.

IN WITNESS WHEREOF the Parties have duly signed this Contract.

Date:
22.6.2021
On behalf of the Customer:

Date:
4.6.2021
On behalf of the Contractor:

Signature:

Signature: _____

Name: _____
Ing. Václav Řehoř, Ph.D.
Position: Chairman of the Board of Directors
Letiště Praha, a. s.

Name: Bruno Spada
Position: Head of Airport IT
Amadeus IT Group, S.A.

Signature:

Name: _____
Ing. Jiří Kraus
Position: Vice-chairman of the Board of Directors
Letiště Praha, a.s.

