

License Agreement
BEONTRA Scenario Planning Software

between

BEONTRA GmbH
An der RaumFabrik 10
76227 Karlsruhe
Germany

Corporate ID No.: 723110 , VAT No: DE215999418
Registered in Mannheim

– hereinafter referred to as “Supplier” –

and

Letiste Praha, a.s. / Prague Airport

K Letisti 6/ 1019
Address 160 08 Praha 8
Czech Republic

Corporate ID No.: 28244532, VAT No.:CZ699003361

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert
14003

– hereinafter referred to as “Customer”

– Supplier and Customer hereinafter each referred to as “Party” and collectively as “Parties”

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1. Preamble

- 1.1. WHEREAS the Supplier is a company duly organized and existing under the laws of the Federal Republic of Germany, with its principle place of business at An der RaumFabrik 10, 76227 Karlsruhe.
- 1.2. WHEREAS the Supplier has developed and maintains certain software modules supporting business development, short and long-term airport planning and optimization and provides services relating to such software.
- 1.3. WHEREAS the Customer is a company duly organized and existing under the laws of Czech Republic, with its principle place of business at K Letisti 6/ 1019, 160 08 Praha 8, Czech Republic.
- 1.4. WHEREAS the Customer operates Prague Airport.
- 1.5. WHEREAS the Customer intends to license and use certain of the Supplier's software modules in the course of the operation of Prague Airport and to assign the Supplier to provide certain services relating thereto.
- 1.6. NOW THEREFORE, the Parties agree as follows:

2. Definitions

In this License Agreement, the definitions as set forth in Annex 2 hereto shall apply.

3. Subject Matter

The Supplier shall, subject to the provisions of this Agreement, grant the Customer, in accordance with Section 5, the right to use the Software as specified in Annex 3 (Licensed Software Modules) or in any future agreement entered into between the Parties;

4. Documentation

- 4.1. The Supplier shall provide the Customer with the user manuals relating to the Software licensed to the Customer and ensure that such Documentation is up to date.
- 4.2. The Customer may only use and reproduce such Documentation for its own internal business purposes. In case of such reproduction, the Customer shall reproduce the Supplier's copyright notice contained in any Documentation without any change or amendment.

5. License

- 5.1. The Supplier grants the Customer during the Licensing Period, such period beginning upon 1st February 2017 a non-exclusive and non-transferable license to use the Software for the Customer's own internal business purposes relating to the operation of Prague Airport.

5.2. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5.3. For the avoidance of doubt, the license set forth in Section 5.1 does not grant any right regarding any business purpose of any airport other than Prague Airport, even if such other airport has a direct or indirect relationship or other link to Prague Airport. Therefore, in particular, but without limitation, the Customer may not use the Software for planning or forecasting of schedules, capacities, traffic or other business elements of such other airport.

5.4. Unless the Parties expressly agree on a prolongation of the license regarding the Software in accordance with Section 13.1, such license ends automatically without prior notice upon the end of the three-year-period as set forth in Section 5.2. Notwithstanding the foregoing, the license regarding the Software ends automatically without prior notice in case of a termination pursuant to Section 12.2.

5.5. Updates to the licensed Software as specified in Annex 3 are delivered to the Customer free of charges.

6. Flight Traffic Data

6.1. The Software may contain certain flight traffic and reference data such as data on direct and indirect flights with seat counts, passenger counts, flight schedule, fare, airport codes, airline codes (any such flight traffic data is hereinafter referred to as „Flight Traffic Data“).

6.2. The Flight Traffic Data is provided to the Supplier by third party pre-suppliers, which collect such data from the relevant originators (e.g. airlines, airport operators, IATA etc.). Therefore, the Flight Traffic Data may at no time be completely accurate and/or up to date.

6.3. The Customer hereby expressly acknowledges that the Flight Traffic Data is of the quality as set forth in Section 6.2.

6.4. The Customer may only access and use the Flight Traffic Data to the following extent:

The Customer may access, use and display data elements of the Flight Traffic Data (i) only to perform airline valuations for the purpose of recruiting new airlines to the Prague Airport and (ii) only for the Customer's respective internal use.

6.5. Any use of the Flight Traffic Data other than the use as set forth in Section 6.4 (including analyzing, reverse engineering, reproducing, republishing, distributing or applying any procedure or process to the Flight Traffic Data in order to ascertain, derive or

appropriate the Flight Traffic Data for any purpose other than the purposes set forth in Section 6.4 is not permitted.

7. Intellectual and Industrial Property Rights

7.1. Customer IP

- 7.1.1. The Customer retains any right, title and interest in and to the IP owned by the Customer.
- 7.1.2. The Customer grants to the Supplier a fully paid-up, non-exclusive license, during the term of this Agreement, to use the IP owned by the Customer to the extent necessary and for the sole purpose of rendering the performances to be effected under this Agreement according to the Customer's instructions.

7.2. Supplier IP

- 7.2.1. Subject to Section 5, the Supplier retains any right, title and interest in and to the IP owned by the Supplier.

8. Limitation of Liability

- 8.1. Either Party shall be fully liable in accordance with the statutory provisions for damages resulting from (i) bodily injury, (ii) death, (iii) willful misconduct, (iv) gross negligence, (v) product liability and (vi) non-compliance with guarantees such Party has given to the other Party in this Agreement.
- 8.2. The liability of either Party with regard to claims for damages caused by ordinary negligence shall be limited to typical and foreseeable damages. The liability for such damages shall be limited to an amount equal to the double annual license fee mentioned in Annex 10.1 hereof and relating to the Software. Neither Party shall be liable for damages caused by ordinary negligence in case such damage is the result of a breach of a contractual obligation which does not have any material impact on the achievement of the purpose of this Agreement.
- 8.3. Any other liability of either Party shall be excluded, regardless of the basis or nature of such liability. As far as the liability of either Party is excluded or limited, such exclusion or limitation shall also apply to the liability of such Party's personnel, agents and auxiliary persons.

9. Force Majeure

- 9.1. Neither Party shall be liable to the other for non-performance (either in whole or in part) or delay in performance of its obligations under this Agreement if such non-performance or delay is caused by a Force Majeure Event. While a Force Majeure Event subsists, the affected Party shall be relieved of liability for failure to perform its obligations under this Agreement and such obligations shall be suspended until such time as performance can be resumed, provided that the relevant affected Party could not have prevented the failure or delay by taking reasonable precautions or measures.

- 9.2. The Party affected by a Force Majeure Event shall immediately notify the other Party as soon as it becomes aware that it is, as a consequence of such Force Majeure Event, unable to perform any of its obligations hereunder in whole or in part.
- 9.3. Either Party is entitled to terminate this Agreement in case the other Party is, as a consequence of a Force Majeure Event, unable to perform any of its obligations hereunder in whole or in part for a period of at least 90 days.

10. Confidentiality

- 10.1. Subject to Section 10.3 below, the Parties shall keep all Confidential Information strictly confidential and shall use Confidential Information only for and in connection with this Agreement. The foregoing restrictions shall not apply to such Confidential Information which (i) was already in the public domain at the date of conclusion of this Agreement, or subsequently comes into the public domain without violation of this Agreement or any other legal non-disclosure obligation by either Party or any third party, or (ii) at the date of its disclosure to the Receiving Party was already known by it or which was subsequently disclosed to it by a Third Party other than through a violation of any legal obligation or (iii) which is required to be disclosed by the Receiving Party under applicable law or regulation or by order of a competent court or administrative authority or pursuant to the regulations of a stock exchange, provided, however, that the Receiving Party has informed the Disclosing Party thereof and has given it reasonable opportunity to prevent or limit any such disclosure.
- 10.2. Pursuant to Section 10.1 (iii) the Customer notifies the Supplier and the Supplier acknowledges that the Customer is a legal entity referred to in Section 2 para. 1 point n) of the Act no. 340/2015 Coll. of the Czech republic, on special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (hereinafter as „Register of Contracts Act“) and according to the Register of Contracts Act private law contracts are subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Both Parties hereby agree with publication of this Agreement and its Amendments in the register of contracts with the exception of the facts that constitute trade secrets. Parties declare that provision of Section 5.2 hereof and provisions of Annex 10.1 constitute trade secrets and undertake to ensure its confidentiality and protect it accordingly.
- 10.3. The Parties may disclose Confidential Information on a need to know basis to their employees and their Consultants. The Parties shall procure that the Consultants and employees receiving Confidential Information are bound by confidentiality obligations at least as strict as those set forth in Section 10.1 above which shall, in case of employees, remain in force irrespective of the termination of the employment of said employee. The Customer may also disclose Confidential Information to Český Aeroholding, a.s., a Czech corporation with offices at Praha 6, Jana Kašpara 1069/1, Zip code: 16008, Czech republic, Identification No.: 24821993 (hereinafter as “CAH”), and to all its entities in which as of the date of such disclosure CAH directly or indirectly owns a share.

11. Charges and Payment

- 11.1. The Customer shall pay to Supplier charges, fees and cost in accordance with Annex 10.1 (Project Costs).
- 11.2. No Consideration shall be considered paid until it is credited to the bank account of the Supplier.
- 11.3. Each payment to be made hereunder and any Consideration shall be plus any applicable VAT.
- 11.4. Unless specified otherwise in Annex 10.1 (Project Costs), fees payable under this Agreement shall be due and payable within 30 days upon receipt of the relevant invoice to the Customer's mailbox invoices@prg.aero.

12. Term / Termination

- 12.1. This Agreement shall become effective as of February 1st 2017.
- 12.2. The term of this Agreement ends upon the date as of which both Parties have properly and completely performed all of their respective obligations under this Agreement.
- 12.3. Notwithstanding Section 12.2, this Agreement may be terminated by either Party in case
 - 12.3.1. The contractual relationship of the Parties hereunder is materially affected by an act of the other Party with the effect that the continuation of this Agreement is no longer acceptable from the terminating Party's reasonable point of view; or
 - 12.3.2. The other Party has breached any of its obligations hereunder, provided that (i) the terminating Party has set an adequate grace period for the remedy of such breach and the breach has not been remedied within such period or (ii) a breach which has been remedied during such a grace period occurs repeatedly.
- 12.4. The termination pursuant to Section 12.3 may be effected without prior notice.
- 12.5. For the avoidance of doubt: In case of a termination of this Agreement, (i) the Supplier shall, subject to provisions of this Agreement, properly provide any service or delivery or any part thereof which has to be effected within or relates to the period ending when the termination becomes effective and (ii) the Customer shall, subject to provisions of this Agreement, properly effect any payment which relates to any such service or delivery or part thereof.

13. Miscellaneous

- 13.1. Amendments

Any provision of this Agreement may be amended or waived only if such amendment or waiver is by written instrument executed by both Parties and explicitly referring to this Agreement, unless a stricter form is required by law. The foregoing shall also apply with respect to a waiver of the requirement of the written form pursuant to this Section 13.1.

13.2. Assignments

Neither Party may transfer its rights under this Agreement to a third party without prior written consent of the other Party which shall not be unreasonably withheld or delayed.

13.3. Retention, Right to set-off

Neither Party shall be entitled to any right to set-off or retention unless its claim has been acknowledged in writing or has been assigned by a legally binding court order.

13.4. Survival

The rights and obligations of the Parties, as well as the provisions under this Agreement which by their nature would reasonably continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement. Such rights and obligations provisions include, but are not limited to: Sections 2, 7, 8, 10 and 13.

13.5. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the federal Republic of Germany without regard to the UN Convention on the International Sale of Goods (CISG) or to the principles of conflict of laws.

13.6. Venue

The courts of Karlsruhe, Germany shall have exclusive jurisdiction over any dispute arising out or in connection with this Agreement. The Parties' statutory rights to institute preliminary proceedings in front of another competent court remain unaffected.

13.7. Severability

Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. The same shall apply if the Parties have, unintentionally, failed to address a certain matter in this Agreement; in this case a suitable and equitable provision shall be deemed to have been agreed upon which reflects what the Parties, in the light of the economic intent and purpose of this Agreement, would have agreed upon if they had considered the matter.

14. Annexes

Annex 2 Definitions

Annex 3 Licensed Software Modules

Annex 10.1 Project Costs

Annex B Support Service Description

BEONTRA GmbH	Prague Airport
Name: Manuel Heidler	Name: Václav Řehoř
Title: Managing Director	Title: Chairman of the Board of Directors
Date:	Date:
	Name: Jiří Petržilka
	Title: Member of the Board of Directors
	Date:

Annex 2

Definitions

In the Framework Agreement, the following definitions shall apply:

Agreement	shall mean the License Agreement including all of its Annexes
Annex	shall mean an Annex to the Agreement
Confidential Information	shall mean trade and business secrets and business information regarding the business, the financial situation or prospect, products, processes and methodologies, customers and employees, and any other documentation of the Disclosing Party which a reasonable person would consider as confidential
Consideration	any charges, fees and costs to be paid or remunerated by Customer
Consultant	shall mean a consultant of a Party who is subject to statutory professional secrecy obligations
Disclosing Party	shall mean a Party disclosing Confidential Information to a Receiving Party
Documentation	shall mean the documentation as set forth in Section 4.1
Effective Date	shall mean the date as of which the Agreement has been duly executed by both Parties
IP	shall mean any patent, utility model, design, trademark, service mark, trade name, copyright (each of the foregoing, to the extent applicable, registered, applied for or unregistered), software invention whether patentable or not, database right, know-how and all rights having equivalent or similar effect anywhere in the world
Receiving Party	shall mean a Party receiving Confidential Information from the Disclosing Party

Software	shall mean the software as specified in Annex 3
VAT	shall mean any value added tax applicable to the deliverables or services of the Supplier

Annex 3

Licensed Software Modules

1. BEONTRA B Route Development, incl. optional features
 - a. Like Market Finder
 - b. Schedule Connectivity
 - c. Route Economics
 - d. iPad App
2. Sabre GDD (adjusted MIDT) data, via B Route Development

Annex 10.1
Project Costs

Total Charges per year:

(a) Fees "B Route Development"

[REDACTED]

All prices are net prices given.

Payment Plan:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Annex B

Support Service Description

15.1 Reporting of Defects / Reporting System

15.1.1 The Supplier provides the Customer with an online issue reporting system (e.g. Mantis or JIRA) that allows the Customer to report, describe and classify Defects of the Software. The Supplier undertakes to ensure that the online issue reporting system is available 24-7.. The Supplier's personnel will be informed automatically by the online issue reporting system via E-Mail.

15.1.2 The Customer shall notify the Supplier of any Defect without undue delay via the online issue reporting system, or, in case such system is not available or in cases of urgency, via e-mail or phone. Any such notification shall contain a reasonably detailed description of (i) the Defect's appearance and effects as well as (ii), if relevant, of the use and / or input which has / have caused the Defect, including screenshots, imported data, system settings etc.

15.1.3 The status of the Supplier's Defect remedy process is visible for the Customer and available online via the online issue reporting system. Such status will be updated on a regular basis.

15.2 Supplier's Service Hours

The Supplier's personnel will handle Defects reported by Customer during the Supplier's usual office hours (i.e. 9 am to 5 pm CET/CEST).

15.3 Response to Reported Defects

The Supplier shall adhere to the following response times:

15.3.1 Critical Defect (Produces an emergency situation in which the covered Software is inoperable or fails catastrophically.

In case of a Critical Defect, the Supplier shall begin with the review and remedy of the Critical Defect without undue delay by qualified personnel. Notwithstanding the foregoing, the Supplier shall provide the Customer with the first status report via the online issue reporting system within 2 hours upon receipt of the report of the relevant Critical Defect.

The Supplier shall use its best efforts to remedy the relevant Critical Defect in less than 48 hours. The remedy of the relevant Critical Defect will consist of a workaround or an emergency software fix ("Hot Fix"). A reasonable workaround will change the Critical Defect to a Substantial Defect.

15.3.2 Substantial Defect (Produces a situation in which the productivity of the users is limited, but does not disrupt the progress of the business process. The covered Software lacks required functionality, limiting the productivity of the users, but does not disrupt the progress of the process.)

In case of a Substantial Defect, the Supplier shall begin with the review and remedy of the Substantial Defect without undue delay by qualified personnel. Notwithstanding the foregoing, the Supplier shall

provide the Customer with the first status report via the online issue reporting system within 8 hours upon receipt of the report of the relevant Substantial Defect.

The Supplier shall use its best efforts to remedy the relevant Substantial Defect in less than 4 Business Days. The remedy of the relevant Substantial Defect will consist of a workaround or a Hot Fix. A reasonable workaround will change the Critical Defect to a Minor Defect.

15.3.3 Minor Defect (Software does not work as specified and produces an inconvenient or noticeable situation in which the covered Software is usable, but does not provide a function in the most convenient or efficient manner, and the user suffers little or no significant impact.)

The Supplier will remedy Minor Defects by the next Maintenance Release possible.

15.3.4 Improvement Suggestions

The Customer may, at any time, suggest general improvements to the Supplier. The Supplier will review such suggestion and reasonably decide whether such suggestion shall be part of a future Maintenance Release thereby considering the needs of all users of the relevant software.