GroundStar™
Efficient Airport Operations

Proposal for Prague Airport

GS RealTime Upgrades &
GS Mobility Implementation &
Support Services

Proposal no.: 20-3-1351-2-OT
June 9th, 2021

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Contents

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1 Overview

The GroundStar Software solution in use at Letiště Praha, a. s., Company ID No: 282 44 532, with registered seat at Prague 6, K Letišti 1019/6, Post Code 161 00, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file No. 14003, as the legal successor of the company Český Aeroholding, a.s., Company ID No: 248 21 993, (Letiště Praha, a. s. referred to as "Customer") at Václav Havel Airport Prague consists of the following Software modules:

- GS RealTime Staff version 9.1 (hereinafter also "GS RealTime Staff"),
- GS RealTime Stands version 9.1 (hereinafter also "GS RealTime Stands"),

GS RealTime Staff and GS RealTime Stands hereinafter collectively as "GS RealTime".

Above solution has been delivered by INFORM Institut für Operations-Research und Management Gesellschaft mit beschränkter Haftung Company ID No: HRB 1144, with registered seat at Pascalstraße 35, 52076 Aachen, Germany, entered in the Commercial Register maintained by the Amtsgericht Aachen (referred to as "INFORM") and acquired by Customer under the Statement of Work for the Supply of RMS (the Customer´s No. 0124000050) of 03.08.2012 as amended (hereinafter "License Agreement").

Customer requested INFORM to

1. Propose upgrade both versions of GS RealTime Staff and GS RealTime Stands to the latest and most recent release - Customer's Change Request Nr. 1 (Upgrade of the Software Groundstar Realtime Staff and Groundstar Realtime Stands), (hereinafter "Request 1");
2. Propose license delivery and implementation of GS Mobility to visualize task information on mobile devices, equipped with Android OS (hereinafter "GS Mobility"). This to replace outdated Windows-based PDAs - Customer's Change Request Nr. 2 (Implementation of the Module GroundStar Mobility for Android Devices), (hereinafter "Request 2");
3. Provide specific consultancy services, Support Services and Go-live Services with regard to the upgraded GS RealTime Staff and GS RealTime Stands and GS Mobility - Customer's Change Request Nr. 3 (Specific Support and Consultancy Services), (hereinafter "Request 3");

Request 1, Request 2 and Request 3 hereinafter collectively as "Requests".

This Proposal is covering the GS RealTime upgrades (Project 1), the license delivery and implementation of GS Mobility (Project 2) and additional support and consultancy services (Project 3) by INFORM to Customer. This Proposal is made on the basis of and in accordance with the general terms and conditions of the Software Maintenance Agreement between Customer and INFORM version Nr.: 008_17.10.2017, Ref. No. of the Customer 0122002617 (hereinafter "Agreement") and on the basis of and in accordance with Customer's Request 1, Request 2 and Request 3, which are an integral part of this Proposal. INFORM hereby accepts the terms and conditions of such Requests, the definitions

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stated in the Agreement and Requests shall apply also for this Proposal, unless specific definitions for the same term is stated in this Proposal.

As with latest GS RealTime version to be provided by INFORM, the current Windows-based PDA are no longer supported, this functionality shall be taken over by GS Mobility running via APK file provision on Android devices. GS Mobility will be provided by INFORM within Project 2 for the existing bus services and bridge operators department.

During the implementation and testing phase, it is required that one bus (device) will be made available by Customer for pre-production testing and end user training purposes being connected to the new GS RealTime version.

It is expected that the Customer will provide parallel to existing both PROD and TEST environment for current GS RealTime version 9.1, two additional PROD and TEST environments with new database instances. All current interfaces to GS RealTime version 9.1 in PROD shall also be made available to the GS RealTime version 2021 in PROD already at time of installation, integration and testing. Interfaces considered are: Masterplan, Flight Up- and Downlink, Base data Downlink.

The entire setup, integration and testing shall be executed in new PROD environment. Once being accepted, prior to go-live of the new version, the new TEST environment will be setup and configured by INFORM and is part of this Proposal.
The upgrade implementation will be done by INFORM in cooperation with the Customer on all departments in one time. INFORM will provide multiple configured GS RealTime versions in various iterations to Customer for in-depth testing.

The work under this Proposal consists of the following individual Projects (hereinafter collectively "Projects"):
- Project 1: Upgrade and migration of GS RealTime Staff and GS RealTime Stands to latest version
- Project 2: GS Mobility implementation
- Project 3: Consultancy services, Support Service and Go-live Support with regard to the Upgraded Software

The scope of each of the above listed Projects is explained in further details in the following chapters of this document.

Contact persons and contact e-mails on behalf of INFORM for all Projects:

Important note: Prior to the realization of the Projects, the Customer has to decide whether Oracle or PostgreSQL will be used as database medium. If PostgreSQL would be considered as database server

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OS, this would impact the currently used version of GS BIS by the Customer as this version is not certified to operate with PostgreSQL. In case the Customer would like to utilize GS BIS in context of a potential PostgreSQL DB set-up, an upgrade of GS BIS to the latest available release would be required.

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2   Scope & Fees for Project 1: Upgrade and Migration of GS RealTime Staff and GS RealTime Stands to latest version

2.1   Scope of Work GS RealTime Upgrade and Migration

Currently GS RealTime Staff is used at the following departments of the Customer:
- Bus Services
- Bridge Operators

Currently GS RealTime Stands is used at the following departments of the Customer:
- Aircraft Stands
- Terminal Resources

Within Project 1 the following scope is considered and covered by included estimation:

- Migration to latest and most recent GS RealTime version, which includes services such as:
  - Setup of Customer version
  - Migration of source code
  - Migration of existing interfaces with its current technologies
  - Parameter file conversion
  - Initial inhouse tests & documentation
  - Delivery and Installation of first Software version
  - Interface testing
- Cut on statistic database
  - No migration of old statistic database
- The existing GS AirportMap will be interfaced to the new GS RealTime version.
- The effort calculation is based on the requirement that Customer trained and experienced GroundStar key users will participate in functional workshops

After the existing departments are initially migrated and configured, INFORM will install a first configured version on the new infrastructure provided by Customer. Interfaces will be tested jointly and by this time Customer will be responsible for planning and conducting Customer tests.

There will be no stationary INFORM personnel at Customers premises during the entire Project 1.

INFORM shall deliver to Customer the current versions of Software manuals and release notes of the updated Software as stated in Request 1. No further documentation shall be provided.

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2.2   Service Fees for Project 1

	Number of person days	day rate CZK	CZK	raises Support & Maintenance costs
Project 1: GS RealTime Upgrade Migration System Engineering & Quality Assurance Consultancy Project Management				
Amount				

2.3   Acceptance within Project 1

Project 1 is completed when GS RealTime is up and running, migrated and interfaces are being tested in new Customer environment and after the Acceptance of the Project 1.

The Acceptance of the Project 1 will be carried out in accordance with the acceptance procedure specified in the Request 1 and consisting of two phases:
(a)   Test Operation, and
(b)   execution and signing of the Acceptance Protocol by both Parties.

The Software shall be accepted if the following criteria are met:

(1) GS RealTime Graphical User Interface (GUI) as well as Base Data Editor (BDE) can be launched by the Customer in the new environment.

(2) Flight Downlink interface ready to provide flight data to GS RealTime.

3   Scope & Fees for Project 2: GS Mobility Implementation

3.1   GS Mobility Licenses

The GS Mobility license will be granted as defined in clause 6.2 below.

3.2   GS Mobility Implementation Services

Within Project 2 the following scope is considered and covered by included estimation:

- Implementation of GS Mobility with Android devices, which includes services such as:

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- o Software development
- o Inhouse tests & documentation
- o Delivery of APK file
- o Consultancy
- o Project Management
- Distribution over INFORM provided APK file is under Customer responsibilities, in best case under support of a Customer MDM software package.

3.2.1 Device Operating System

Mobile devices will only run on Android OS (larger than v4.4). iOS and / or a mixture of iOS & Android devices are out of scope. Before the implementation of GS Mobility can start, Customer is required to send over two test devices to INFORM for test and development purposes. Otherwise, INFORM cannot ensure the full compatibility of GS Mobility with this device type nor the correct functionality of all features.

3.2.2 GUI Language

The GS Mobility application will be provided with English GUI.

3.2.3 Dialogues

A Mobility Dialogue is a specific selection of interactive screens and their sequence displayed on the mobile device via the GS Mobility Application. These screens are based on the workflow of the designated staff and might differ for various roles, use cases or work areas and departments.

Within the scope of this project three different mobile dialogues were identified and will be considered in this quotation as part of Bridge Operators.

There will be no stationary INFORM personnel at Customers premises during the entire Project 2.

3.3 Fees for Project 2

The following fee(s) shall be applicable and payable by Customer for Project 2:

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	single rate CZK	CZK	raises Support & Maintenance costs

3.4 Acceptance within Project 2

Project 2 is completed when GS Mobility Software is delivered and tested on dedicated new mobile devices and after the Acceptance of the Project 2.

The Acceptance of the Project 2 will be carried out in accordance with the acceptance procedure specified in the Request 2 and consisting of two phases:
(a)   Test Operation, and
(b)   execution and signing of the Acceptance Protocol by both Parties.

The Software shall be accepted if the following criteria are met:

(1) Provision of Android APK file.
(2) GS Mobility can be installed and launched by the Customer on the new mobile device (provided by Customer).

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4 Scope & Fees for Project 3: Consultancy services, Support Service and Go-live Support with regard to the Upgraded Software

4.1 Scope of Work

An iterative set of functional workshops, business simulations and testing sequences is part of Project 3. After declaration of "Features Complete" by INFORM it is Customer's obligation to conduct the pre-production testing.

As GS RealTime Software version evolution undergo not only changes in functionality but also in GUI and interaction, it shall be expected that the operation might change to achieve the same functionality as before.

Upon successful completion of the pre-production testing for the implemented version, Customer will start and conduct the training of the end users for the new Software version.

A technical training for maintenance and support of the Upgraded Software will be conducted prior of go-live of new version for Customer IT administrator. Presence of skilled Customer IT staff already familiar with the current system is mandatory for this training. There will be no stationary INFORM personnel at Customers premises during the entire Project 3.

For go-live, INFORM shall provide consultancy for the go-live planning as well as functional and technical cut-over support remotely or on-site (if allowed under Covid-19 circumstances). For the scope of this quotation, it is assumed that there will be one overall go-live of Upgraded Software for all existing departments together.

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4.2 Service Fees for Project 3

	Number of person days	day rate CZK	CZK	raises Support & Maintenance costs
██				

4.3 Acceptance within Project 3

The Acceptance of the Project 3 will be carried out in accordance with the acceptance procedure specified in Request 3 and consisting of three phases:
(a)   Support Services, and
(b)   Go-live Support, and
(c)   execution and signing of the Acceptance Protocol by both Parties.

Support Services include a formal pre-production testing, which is specified in Request 3. After the completion of the pre-production testing, Customer shall be able to monitor and control the Customer's airport operation in a production system for the dedicated work areas linked to GS RealTime Staff and GS RealTime Stands functions. The acceptance procedure, defined in Request 3, is further specified by INFORM as follows:

(1) Customer shall provide INFORM with Customer-specific test data ("Test Data") for the Upgraded Software and the interface or interfaces involved in the Upgraded Software at the time agreed upon in the detailed project or migration plan. Based on the Test Data, INFORM shall notify Customer when the Upgraded Software is ready for the pre-production testing ("Call for pre-production testing"). A delay in Customer's delivery of Test Data may not represent a delay of INFORM with completion of Project 3.

(2) The time period for the commencement of the pre-production testing is 5 (five) Business Days from the INFORM´s Call for pre-production testing. Unless otherwise agreed, after 10 (ten) Business Days after the commencement of the pre-production testing of the Upgraded Software, Customer shall provide INFORM with written and/or e-mail notice about results of the pre-production testing. In case the pre-production testing does not meet criteria specified in Request 3, such notice shall specify in detail those aspects of the Upgraded Software that do not perform

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in accordance with the Software Documentation for the new Standard Version of the Upgraded Software and the specifications in the scope of the Test Data.

(3) Criteria for successful completion of the pre-production testing are specified in Request 3. The process of testing and subsequent rectification of defects of the Upgraded Software shall be repeated until INFORM meets the acceptance criteria stipulated in Request 3.

(4) After the successful pre-production testing, the live operation of the Upgraded Software shall commence. If the live operation does not commence within the specified period of one (1) month according to Request 3, Acceptance shall be declared and the Acceptance Protocol is to be signed. Customers decision not to take the Upgraded Software into productive use within the period of 1 (one) month after the successful pre-production testing for reasons not attributable to INFORM shall not prevent Acceptance of Project 3.

(5) Customer shall not unreasonably withhold Acceptance and provide the signed Acceptance Protocol in due time.

5   Customer Contribution and Obligations

Customers current GroundStar key users shall participate in all workshops and business simulations activities of INFORM consultants to learn about new GS RealTime and GS Mobility versions as well as to conduct the pre-production testing according to clause 4.3 above.

5.1   Customer Obligations

The deliverables and services described in this document can only be provided and / or performed by INFORM under the given conditions if the Customer provides in a timely manner and at no costs for INFORM the following:

- A project manager, who will resolve any disputes within the Customer's organization regarding procedures, management practices, data, rules, and other system inputs.
- An implementation team in the number of members, profiles, skills, levels of dedication and continuity agreed between the Parties.
- Access to qualified operational personnel for the analysis of requirements at the relevant sites.
- Adequate training of all end users
- Timely notification to INFORM if factors become known which could have an adverse impact on the project or the delivery plan.
- For INFORM's on-site personnel: access to the Customer's premises and facilities, bearing all costs related to access permits or ID cards. Provision of adequate workspace, material and infrastructure.

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- Reasonable steps to ensure the health and safety of INFORM's employees while they are at the Customer's premises and to ensure that any equipment provided for the purposes of the implementation of the Software is safe for use by INFORM's employees.
- Adequate communication means for remote maintenance and the communication during the project, including internet and telephone.
- Adequate and timely insight into the Customer's operations and management practices. In particular, the Customer shall make INFORM aware of special procedures which might require changes to the system functionality, data setup, or system parameters.
- Re-organization of operations or management practices that may be necessary or helpful to make the project a success.
- Fully operational computer hardware, interfaces, third-party software and communication infrastructure according to the communicated hardware and software requirements, including network connectivity. In addition, telephone and internet access for the Customer's staff is required.
- Assurance that the IT platforms and platform configurations including the system configuration are not modified without INFORM's prior consent.
- Adequate data and system backup facilities and procedures.
- Timely provision of all necessary data for INFORM and the Software, and assumption of responsibility for the integrity, quality and completeness of that data according to INFORM's specifications.

- Provision of up-to-date, complete and consistent interfaces and interface specifications.
- Appropriate participation in the data migration under INFORM's guidance.
- Timely changes in other software systems needed to cooperate with the Software.
- Perform sufficient functional and integration tests on all versions made available by INFORM before they are used in the production environment.
- Sufficient internal helpdesk facilities, including helpdesk for information and communication infrastructure.
- Timely error or defect notifications, including error classification, to be amended if proven wrong or unreasonable.
- If errors are detected in the Software during system implementation: issue report to INFORM in INFORM's JIRA system including time, date and type of error; computer environment in which the error was detected; functions affected by the error; exact formulation of the error messages (if possible, with screenshot); server and GUI log files; database backup by which the error can be reconstructed.

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6   Terms and Conditions

6.1   System Language

The system, user interfaces and all documentation will be provided in English. GroundStar applications can be translated to other languages as well, however, an additional fee for translating the application applies per language would be applicable and payable by Customer.

6.2   Intellectual Property and Right to Use the Software, Warranty

The right to use the Software, including the upgrade of GS RealTime and new module GS Mobility and the Software Documentation, according to this Proposal shall be granted by INFORM to the Customer on the same license terms and conditions as are defined in the License Agreement.

For the avoidance of doubt, INFORM does not provide any Retail Software and/or Operating Systems as defined in the License Agreement under these Projects.

Customer agrees that the title to the licensed Software, including, without limitation, the right to any reproduction of the Software, in whole or part, is held and owned by INFORM and that the Software constitutes good and valuable trade secrets of INFORM.

In addition, the provisions of Article 7 of the Agreement shall apply regarding Intellectual Property Rights.

Warranty of INFORM shall apply in accordance with terms and conditions as defined in the Agreement and in the Requests.

6.3   References

INFORM may use the Customer's logo and name with prior written consent of Customer as well as mutually approved statements about the project in professional articles and marketing material.

6.4   Governing Law, Register of Contracts, Confidentiality

This Proposal as a part of Partial Agreement(s) and the Partial Agreement(s) shall be governed by the legal system of the Czech Republic, including but not limited to the Act No. 89/2012 Coll., Civil code, as amended, and to the Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts, as amended. Any disputes out of or in relation to this Proposal as a part of Partial Agreement(s) and the Partial Agreement(s) shall be submitted, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to be decided by a general court of the Customer.

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INFORM acknowledges that Customer is a legal entity referred to in Section 2 paragraph 1 letter n) of the Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts, as amended (hereinafter referred to as "Register of Contracts Act"). INFORM declares that it is aware that this Proposal as a part of Partial Agreement(s) (including its Annexes) and the Partial Agreement(s), may be published by Customer in the register of contracts and INFORM agrees to such publication. INFORM will be informed via email about the published information. INFORM wishes to be notified about the publication hereof in the Register of Contracts and Customer therefore undertakes to fill in the email address ███████████████████ into publication form of Register of Contracts. Notwithstanding other provisions or notices, INFORM hereby (i) grants to the Customer express authorization to use this Proposal as a part of Partial Agreement(s) (including its Annexes) and the Partial Agreement(s) without any limitations, including (but not limited to) right to reproduce, copy, distribute, utilize and (ii) agrees with the publication of this Proposal as a part of Partial Agreement(s) (including its Annexes) and the Partial Agreement(s) in the public Czech Register of Contracts. Customer is however entitled, but not obliged, to erase from the Proposal or make anonymous in the Proposal prior to its publication any and all information that shall not and/or do not have to be published under the Register of Contracts Act.

Notwithstanding of any other provision of this Proposal and the Partial Agreement(s), wording of the Proposal (including its Annexes) and the Partial Agreement(s) shall not be considered Confidential Information. Publication of the Proposal (including its Annexes) and the content of Partial Agreement(s) in the Czech Register of Contracts according to previous section will not breach the confidentiality clauses of the Agreement and Partial Agreement(s) or any clauses in this Proposal. Any price information and other information marked in grey colour contained in the Proposal and its Annex 1 are considered business secret within the meaning of Section 504 of the Civil Code.

The Partial Agreement(s) and all modifications and amendments of the Partial Agreement(s) shall be made in writing in English and signed by both Parties.

The Parties intend to start the Project 1 with the date of the signature of this Proposal by the last Party. If for whatever reason the Partial Agreement(s) do not become effective after the signature, the Parties shall conclude a settlement agreement to settle their rights and obligations under the same terms and conditions as set forth in the Partial Agreement(s). Under this settlement agreement, INFORM shall be in particular compensated for all provided performance in reliance on the validity of the Partial Agreement(s), however such compensation shall be solely in compliance with and under the same terms and conditions as set forth in the Partial Agreement(s), and on the contrary, the Customer shall have, in particular, with respect to such provided performance by INFORM, all rights and claims to INFORM that would have been arisen out of the Partial Agreement(s) and/or applicable law as if the respective Partial Agreement(s) would become effective (including, but not limited to, penalties, damages, warranty etc.).

Any performance of the Parties within the scope and subject matter of the Partial Agreement(s), which would be provided by one of the Parties before the effectivity of the Partial Agreement(s), shall be deemed performance under the respective Partial Agreement(s) and the obligations arising from this performance are governed by the respective Partial Agreement(s).

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6.5   Limitation of Liability, Indemnification

(1) In no event shall INFORM, its suppliers, partners or their respective employees, agents, successors or assigns be liable for:

1. any special, direct or indirect, incidental or consequential damages (including, without limitation, damages for loss of business, profit, business interruptions or other pecuniary loss) arising out of the use of or inability to use the Software unless such loss was the result of the gross negligence or willful misconduct of INFORM or any of its employees, suppliers or agents;

2. any other damages resulting from the loss of use, data or profits unless such loss was the result of the gross negligence or willful misconduct of INFORM or any of its employees, suppliers or agents.

(2) For the avoidance of doubts, the Indemnification clause in Article 14 of the Agreement shall apply.

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7 Time Frame

The Project 1 shall start on the date of the signature of the Proposal by the last Party. All Projects shall be delivered within the Delivery Period as specified in the respective Request for each Project.

The Parties agree on a high level schedule for the Projects according to Annex 1 to this Proposal.

A detailed schedule for each Project shall be compiled under consideration of availabilities of both involved Parties at the beginning of each Project but it might be adjusted within the Projects if required. For the avoidance of doubts, any time extension of any Project needs to be agreed in writing between the Parties in the form of an amendment to the Partial Agreement(s).

8 Commercial Conditions

The total number of staff which will be managed with GS RealTime will be reviewed against the currently licensed number of staff. Upon deviations, license extensions might be necessary. Current licenses are for 150 staff and 500 Terminal resources (including stands).

8.1 Summary of Fees

8.1.1 License Fees

GS Mobility	███████████

8.1.2 Service Fees

Project 1	██████
Project 2	██████
Project 3	██████
SUM	██████

8.1.3 Increase of Annual Maintenance Fee Additional Maintenance and Support Fees per year

GS Mobility	█████

The aforementioned fees are fixed prices.

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8.2   Travel Expenses

Travel expenses (travel costs and travel time) and accommodation expenses, if applicable, in connection with the services described in this Proposal are payable by the Customer.

Travel and accommodation costs will be charged additionally to listed efforts and prices as per Appendix 1 of the Agreement and will be paid on the basis of an invoice which may be issued by INFORM at the last day of calendar month in which travel and accommodation expenses have occurred. Invoice shall be issued and will be paid in CZK.

Travel time, if applicable, will be charged according to the person day rates for Additional Services according to Appendix 1 of the Agreement.

8.3   Invoicing and Payment

8.3.1   Projects Costs

Invoicing for Project 1:
- 100 % of all fees for performance under Project 1 after Acceptance of Project 1 pursuant to Request 1 and this Proposal

Invoicing for Project 2:
- 100 % of all fees for performance under Project 2 after Acceptance of Project 2 pursuant to Request 2 and this Proposal

Invoicing for Project 3:
- 100 % of all applicable fees for performance under Project 3 after Acceptance of Project 3 pursuant to Request 3 and this Proposal

Terms of Payment:
- Payments shall be made in accordance with payment conditions set forth under the Agreement.

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8.3.2   Increase of Support Fee / Annual Maintenance Fee

- The Agreement shall also continue to apply to the Upgraded Software provided in accordance with this Proposal.
- The Support Fee / Annual Maintenance Fee for support and maintenance is subject to increase according to the Agreement as indicated above based on those items marked with an x as per clause 3.3.
- The increase of the Support Fee / Annual Maintenance Fee of the additional licenses for GS Mobility (Project 2) becomes active after and upon the condition that the Upgraded Software will be put into live operation by Customer, such Support Fee / Annual Maintenance Fee will be charged for the first time with the following monthly Support Fee after the month, when aforementioned event occurred.
- For the avoidance of doubts, no increase of the Support Fee / Annual Maintenance Fee shall apply with respect to the Project 1 and Project 3.

9 Validity

The Customer accepts the Proposal upon its signature by the Customer (Change Acceptance). Proposal (including Requests as its integral part) accepted by the Customer and mutually signed by both Parties will be considered as the Partial Agreement with respect to each Project.

Any previous proposal of INFORM than this Proposal with the same scope will become void upon the conclusion of the Partial Agreement(s).

If any of the provisions of the Partial Agreement(s) is declared to be invalid or unenforceable, those provisions shall be severed and the other provisions shall remain in full force and effect. The unlawful or otherwise ineffective or unenforceable provision shall be substituted by a new provision mutually agreed upon in writing by the Parties reflecting the intent of the Parties in the provision so substituted.
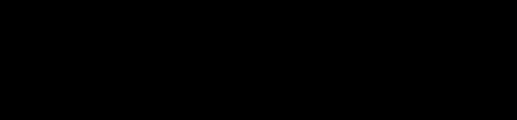
10 Annexes

An integral part of this Proposal form the following Annexes:

1) Annex 1 – High level schedule of the Projects
2) Annex 2 – Request 1
3) Annex 3 – Request 2
4) Annex 4 – Request 3

Provisions of the Annex 2, Annex 3 and Annex 4, which are in conflict with wording of the provisions of the Proposal and Annex 1, shall prevail.

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11 Signatures

Signature to accept this Proposal	Customer (Ref. No. of the Customer: 0122002617)
███████████████	
	Date / Signature
███████████████	
	Date / Signature

Signature to confirm this Proposal	INFORM
███████████████	
	Date / Signature

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CAH Prague
High Level Project Plan

Prague Airport | **INFORM**

PRG: High Level Project Schedule										
GS RealTime Staff & Stands Upgrade					**Month**					
	1	2	3	4	5	6	7	8	9	10

Project 1

	1	2	3	4	5	6	7	8	9	10
Receipt of PRG order	★									
Set-up of infrastructure	▓	▓								
Set-up of infrastructure "Ready for Installation"		▓								
Technical upgrade / migration of GS RealTime	▒	▒								
Initial installation of new GS RealTime version			★							

Project 2

	1	2	3	4	5	6	7	8	9	10
GS Mobility implementation			▒	★						

Project 3

	1	2	3	4	5	6	7	8	9	10
Workshop 1a: Training of new version (RT Staff)				▨						
Workshop 1b: Training of new version (RT Stands)				▨						
Post Workshop Activities				▨						
Workshop 2a: Business Simulation (RT Staff)					▨					
Workshop 2b: Business Simulation (RT Stands)					▨					
Post Workshop Activities					▨					
Workshop 3a: Business Simulation (RT Staff)						▨				
Workshop 3b: Business Simulation (RT Stands)						▨				
User Acceptance Tests (UAT)							▓			
UAT Defect Reporting and Rectification phase							▒			
End-User Training								▓		
Go-Live									★	
Go-Live Aftercare										▨

Legend:
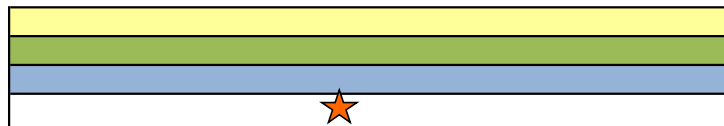
	Joint PRG / INFORM activity
(yellow)	Joint PRG / INFORM activity
(green)	PRG activity
(blue)	INFORM activity
★	Milestone

Note: Color bars above give an indication of time frames rather than task durations

Ref. No. of the Customer: 0122002617

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CUSTOMER'S CHANGE REQUEST NR. 1
UPGRADE OF THE SOFTWARE GROUNDSTAR REALTIME STAFF AND GROUNDSTAR REALTIME STANDS
(hereinafter the "**Change Request**")

made on the basis of

SOFTWARE MAINTENANCE AGREEMENT
version Nr.: 008_17.10.2017
(hereinafter the "**Agreement**")

which was concluded by and between

</div>

INFORM Institut für Operations-Research und Management Gesellschaft mit beschränkter Haftung

with registered seat at: Pascalstraße 35, 52076 Aachen, Germany
entered in the Commercial Register maintained by the Amtsgericht Aachen
Company ID No: HRB 1144
VAT No.:   DE 123 599 767
(hereinafter the "**INFORM**")

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and

</div>

Letiště Praha, a. s.

with registered seat at: Prague 6, K Letišti 1019/6, Post Code 161 00
entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file No. 14003

Company ID No: 282 44 532
VAT No.:   CZ699003361
as the legal successor of the company Český Aeroholding, a.s., Company ID No: 248 21 993 (Czech Aeroholding, a.s.)
(hereinafter the "**Customer**")

INFORM and the Customer hereinafter collectively also the "**Parties**" or individually the "**Party**".

Preamble

Whereas:

(A)   The Customer (as the legal successor) has a license for the use of the GroundStar Software delivered and acquired under the Statement of Work for the Supply of RMS (the Customer´s No. 0124000050) of 3.8.2012 (hereinafter the "**License Agreement**");

(B)   the Customer currently utilizes GroundStar RealTime Staff version 9.1 as well as GroundStar RealTime Stands version 9.1 as a part of the Software,

(C)   INFORM provides to the Customer Maintenance Services of the Software as set out in the Agreement,

(D)   The Parties concluded in the Agreement the right of the Customer to request for a change to the delivered Software as well as an upgrade of the delivered Software, and the general terms and conditions for its performance by INFORM,

(E)   The Customer desires an upgrade of the delivered Software,

in accordance and under the general terms and conditions of the Agreement, the Customer requests by this Change Request the upgrade of the Software and relating services:

I. DEFINITION AND INTERPRETATION OF TERMS

I.1   The terms referred to herein have the meaning defined in this Art. I.1 and in the text of this Change Request, the first letter of such term is capitalized:

I.1.1   "**Acceptance**" is the procedure applied to the Requested Performance before the Customer´s takeover as in accordance with the Partial Agreement and consists of two phases as described in Art. V.2 hereof. For avoidance of any doubt the Acceptance means the final acceptance of the Requested Performance.

I.1.2   "**Acceptance Protocol**" means a protocol on the delivery and Acceptance of the Requested Performance signed by both Parties.

I.1.3   "**Business Day**" means any calendar day except for Saturday, Sunday or a bank holiday within the meaning of applicable legal regulations of the Czech Republic.

I.1.4   "**Category A Defect**" means the most serious Defect occurred as follows:

(a)   the Defect prevents work with essential functions and/or use of the Requested Software Change (that means critical technical and/or critical functional Defect), and there is no acceptable workaround available; or

(b)   there is any legal defect in the Requested Software Change. The subject of performance has a legal defect if the Customer would not acquire the agreed rights thereto or if a third party asserts its right thereto.

I.1.5   "**Category B Defect**" means any Defect occurred as follows:

(a) the Defect affects essential functions and/or use of the Requested Software Change, but continuation of work and/or use is generally possible with acceptable workaround; or

(b) the Defect does not affect essential functions of the Requested Software Change but occurs frequently.

I.1.6 "**Category C Defect**" means any Defect which:

(a) occurs that work and/or use of the Requested Software Change is restricted but only non-essential functions are affected; or

(b) has no or small impact on business processes; or

(c) is cosmetic Defect; or

(d) is non-essential problem.

I.1.7 "**Defect**" means (i) any legal defect in the Requested Software Change; the subject of performance has a legal defect if the Customer would not acquire the agreed rights thereto or if a third party asserts its right thereto; or (ii) any deviation of the Software (including the Requested Software Change) from the standard functionality and behaviour described in the Software Documentation, that is caused in the Software (including the Requested Software Change) delivered by INFORM and which has a negative impact on the operation of the Software (including the Requested Software Change), or (iii) any discrepancy between the current functionality and behaviour of the Software (including the Requested Software Change) and the functionality and behaviour defined in the Software Documentation.

I.1.8 "**Delivery**" means the day when both Parties sign the Acceptance Protocol.

I.1.9 "**Delivery Period**" means the period for Delivery determined in Art. III.1 hereof.

I.1.10 "**GroundStar Software**" is the name of the software product to which INFORM owns any and all intellectual property rights including the copyright.

I.1.11 "**Implementation**" means the adjustment of computer software in accordance with the specific requirements of the Customer, in particular by the setting of Customer settings.

I.1.12 "**Integration**" means a substantive and functional inter-connection of the Requested Software Change with another element and/or software and/or hardware of the Customer.

I.1.13 "**Installation**" means with respect to software the performance of any and all activities required to put them into operation on a platform designated by the Customer.

I.1.14 "**Place of Delivery**" means the place to which INFORM is obliged to deliver the Requested Performance specified in Art. III.2. hereof.

I.1.15 "**Price for the Requested Performance**" means price of the Requested Performance agreed under the Partial Agreement concluded between Parties.

I.1.16 "**Requested Performance**" means the fulfilment specified in Art. II.1. and Annex 1 hereof and in the Partial Agreement.

I.1.17 "**Requested Software Change**" means the performance specified in Art. II.1.1., Art.II.1.2 and its specification in Annex 1 hereof and in the Partial Agreement.

I.1.18 "**Services**" mean all services and performance provided by INFORM for the Customer under the Agreement.

I.1.19 "**Software**" means the software and related material detailed in Appendix 1 of the Agreement and delivered by INFORM under and on the terms and conditions set forth in the License Agreement.

I.1.20 "**Software Documentation**" means the current version of Software manuals and release notes relating to the Requested Software Change.

I.1.21 "**System**" means the combination of Customer´s Software Environment as defined in the Agreement and the Software.

I.1.22 "**Test Operation**" means a period of 14 (fourteen) Business Days from INFORM's invitation, during which the Requested Software Change is tested and the properties of the Requested Software Change are verified with test and / or actual data and testing its functionality described in the Software Documentation, in accordance with the Art. V.3 hereof.

I.2 Other terms may be defined directly in the wording of the Change Request, whereby the definition is emphasized in bold font and preceded by "hereinafter the" and capitalized when used hereinafter.

I.3 If no definition is mentioned in this Change Request, the definitions of the Agreement shall apply.

I.4 Interpretation.

I.4.1 Words imparting the singular shall include the plural and vice versa, words imparting the masculine gender shall include the feminine and neutral genders, and words referring to persons shall include natural persons and legal entities and vice versa.

I.4.2 The headings of articles and sections serve for ease of reference only and will not be taken into account in the interpretation of this Change Request.

II. SUBJECT MATTER OF THE CHANGE REQUEST

II.1 The subject matter of this Change Request is the following request of the Customer to INFORM:

II.1.1 To deliver to the Customer the upgrade and migration of the modules of the Software GroundStar RealTime Staff and GroundStar RealTime Stands to the latest and most recent release available at the time of performance (Delivery) with the functionalities specified in the Partial Agreement, under terms stipulated in the Agreement and the Partial Agreement as defined below,

II.1.2 To provide to the Customer the Installation/Implementation/Integration of the upgrade (as specified per previous Art. II.1.1 hereof) of the Software GroundStar RealTime Staff and GroundStar RealTime Stands within the Customer´s Software Environment and in the premises of the Customer specified in the Partial Agreement,

II.1.3 To provide services related with Requested Software Change specified in Annex 1 hereof.

The scope of the Requested Performance shall be explained in further detail in the relevant chapter of the Change Proposal.

The Software and the Software Documentation will be provided in English. English is also the language for communication between the Parties. To avoid any doubt, the Requested Performance will include the Software Documentation.

II.2 According to the Agreement, INFORM shall make on the basis and subject to the terms and conditions of this Change Request the Change Proposal which may be accepted by the Customer by its Change Acceptance (upon the signature of the Change Proposal by the Customer), all in written. This Change Request shall be an integral part of the Change Proposal. Provisions of the Change Proposal, which are in conflict with the wording of this Change Request, shall not apply and the wording of this Change Request shall prevail.

II.3 All applicable terms and conditions of the Agreement shall apply for the Partial Agreement and the Requested Performance if not mutually expressly agreed beyond the Agreement.

II.4 INFORM shall perform the Services set out in the Agreement under the same terms and conditions and for the entire duration of the Agreement also with respect to the version of the Software GroundStar RealTime Staff and GroundStar RealTime Stands including and after the Delivery of the Requested Software Change in case it will be put into live operation by the Customer.

II.5 To avoid any doubt and based on this Change Request, the INFORM´s Change Proposal (of which this Change Request is an integral part) accepted by the Customer and mutually signed by both Parties will be considered as a partial agreement the subject of which is delivery of Requested Performance as specified therein, for the price determined in the accepted Change Proposal (of which this Change Request is an integral part) and in accordance with the time schedule specified in the accepted Change Proposal (of which this Change Request is an integral part) and which is governed by the Agreement and the additional terms expressly agreed beyond the Agreement in the accepted Change Proposal (of which this Change Request is an integral part), which are not in conflict with the Agreement, otherwise the Agreement shall prevail (hereinafter and above referred as the "**Partial Agreement**"). The Partial Agreement will refer to the Customer´s reference number of the Agreement.

III. TIME AND PLACE OF REQUESTED PERFORMANCE

III.1 INFORM shall deliver the Requested Performance to the Customer according to the agreed high level schedule (which shall be part of the Change Proposal), however Delivery Period shall not exceed three (3) months from the date of the signature of the Change Proposal by the last Party. Detailed time schedule shall be determined in the Change Proposal.

III.2 The Place of Delivery shall be upon sole discretion of the Customer at the data centres of the Customer located at the following addresses (i) K Letišti 6/1019, Praha 6, first floor and/or (ii) Schengenská, Praha 6, the object connecting Terminals 1 and 2, second floor and/or (iii) other rooms determined by the Customer at Václav Havel Airport Prague, according to the Customer's instructions and/or (iv) if the Customer expressly agrees, then remotely via electronic means.

IV. QUOTATION

All general pricing, payment, tax and invoicing terms stipulated under the Agreement shall apply to the Requested Performance. Individual terms for the Requested Performance, which comply with and only specify the general terms stated in the Agreement, are specified in the Partial Agreement.

V. TERMS OF DELIVERY

V.1   INFORM shall perform the Requested Performance in accordance with the Partial Agreement, applicable legal regulations, applicable binding and recommended technical standards, Customer's instructions and good practice.

V.2   Acceptance Procedure.

V.2.1 The Acceptance of the Requested Performance will be carried out in accordance with the acceptance procedure consisting of two phases:

(a) Test Operation, and

(b) execution and signing of the Acceptance Protocol by both Parties.

V.3   Test Operation.

V.3.1 After the Requested Software Change is completed, INFORM will hand over the Software Documentation to the Requested Software Change to the Customer and invite the Customer in writing to start the Test Operation. The time period for the commencement of the Test Operation is 5 (five) Business Days from INFORM's invitation. Should the Requested Software Change include an Implementation and/or the Integration and/or the Installation, INFORM will complete it no later than on the date preceding the start of the Test Operation.

V.3.2 If the Customer does not commence the Test Operation and does not do so within an additional period of 3 (three) Business Days from INFORM's repeated call, the Test Operation will be considered to have been completed without Defects as listed in the Art. V.3.4 hereof.

V.3.3 The Parties shall draft a protocol on the completed Test Operation. The Customer shall notify INFORM about the results of the Test Operation.

V.3.4 If it is demonstrated during the Test Operation that the number of Defects does not exceed the following numbers:

(a) Category A Defects   0

(b) Category B Defects   3

(c) Category C Defects   15

INFORM may invite the Customer to accept the Requested Software Change and the Customer must accept such Requested Software Change. The acceptance criteria for the Requested Performance shall be defined within INFORM´s Change Proposal. If Customer does not notify INFORM about a number of Defects exceeding the aforementioned numbers within the Test Operation, the criteria according to this clause are deemed to be met.

V.3.5 In the event that the protocol on performed Test Operation indicates that the Requested Software Change does not meet the criteria stipulated in Art. V.3.4 hereof, INFORM undertakes to remove the identified Defects and following their removal to invite the Customer to start the Test Operation; this Art. V.3 hereof shall apply mutatis mutandis. The process of testing and subsequent

rectification of Defects shall be repeated until INFORM meets the acceptance criteria stipulated in Art. V.3.4 hereof, however, the process shall not be repeated more than three times.

V.4 <u>Acceptance Protocol.</u>

V.4.1 The Parties undertake to sign the Acceptance Protocol after:

(a) the Parties have drafted a protocol on the completed Test Operation, and

(b) the Customer has accepted the Requested Software Change from INFORM provided that such Requested Software Change has met all acceptance criteria stipulated in Art. V.3.4 hereof or the Requested Software Change is deemed to meet all acceptance criteria stipulated in Art. V.3.4, and

(c) the Customer checked and confirmed the completeness of the Software Documentation relating to the Requested Software Change, and

(d) INFORM provided to the Customer Requested Performance pursuant to Art. II.1.3 hereof. In case the Requested Software Change has met all acceptance criteria stipulated in Art. V.3.4 hereof or the Requested Software Change is deemed to meet all acceptance criteria stipulated in Art. V.3.4 hereof, it shall be deemed that INFORM provided to the Customer Requested Performance pursuant to Art. II.1.3 hereof.

V.4.2 The Acceptance Protocol shall contain a list of outstanding Defects with a deadline for their rectification, provided that if such deadline is not agreed in writing between the Parties, it shall be deemed to be 14 (fourteen) Business Days from the execution date of the Acceptance Protocol.

V.5 <u>Use of the Requested Performance.</u>

V.5.1 The right of the Customer to use the version of the Software GroundStar RealTime Staff and GroundStar RealTime Stands, including and after the provision of the Requested Software Change, shall be fully covered by the license(s) to use the Software GroundStar RealTime Staff and GroundStar RealTime Stands which were already granted to the Customer under the License Agreement. INFORM shall grant and warrant that version of the Software GroundStar RealTime Staff and GroundStar RealTime Stands, including and after the provision of the Requested Software Change, is covered by the license(s) granted to the Customer under the License Agreement and therefore no additional license is needed. No additional license fees shall apply for the usage of the version of Software GroundStar RealTime Staff and GroundStar RealTime Stands, including and after the provision of the Requested Software Change, by the Customer within the scope of the license to the Software GroundStar RealTime Staff and GroundStar RealTime Stands granted to the Customer under the License Agreement.

For the avoidance of doubt, the Requested Performance does not include any Retail Software or Operating Systems (as defined in the License Agreement) nor any licenses for Retail Software or Operating Systems (as defined in the License Agreement).

V.5.2 For the avoidance of doubt, the Customer is entitled to use the Requested Software Change also prior to the Delivery for the purpose of and to the extent necessary for the Test Operation.

V.5.3 The Customer shall be entitled to use the Software Documentation in accordance with the terms and conditions of the License Agreement.

V.5.4 All fee(s) for license(s) granted under the Partial Agreement shall be included in the Price for the Requested Performance.

V.6 Warranties.

V.6.1 The warranty with respect to the Requested Software Change, shall be governed by the terms stipulated in the Agreement. For the avoidance of doubt the INFORM shall grant that the warranty with respect to the Requested Software Change shall be at least twelve (12) months following the Acceptance of the Requested Performance by the Customer (hereinafter referred to as the "**Warranty Period**"). During the Warranty Period INFORM shall be obliged to perform remedial maintenance on the Requested Software Change and rectify any Defects pursuant to terms and conditions of the Agreement.

V.6.2 In case the version of the Software including and after the provision of the Requested Software Change will be serviced and maintained by INFORM for the Customer under the Agreement, or under the other possible future Software Maintenance Agreement, such warranty pursuant to Art. V.6 hereof relating to the functionality shall not apply during the validity and effectivity of the Agreement or other possible future Software Maintenance Agreement.

V.7 Obligations.

V.7.1 INFORM shall also undertake:

(a) to provide the Software Documentation relating to the Requested Software Change and hand it over to the Customer immediately after the completion of the relevant Requested Software Change, no later than within 20 (twenty) Business Days from the Customer´s written request. The Customer will confirm a take-over of the Software Documentation via e-mail.

(b) to obtain, in the manner stipulated by the Customer, for itself and its employees or agreed subcontractors the requisite permits for entry into regulated access zones ("ID Card") wherein the Place of Delivery is located, or other permits (e.g., for motor vehicle entry). INFORM shall be obliged to procure that when moving around the Václav Havel Airport Prague, such persons bear ID Cards or other permits visibly displayed and present such ID Card or other permit issued by the Customer at points designated by the Customer. INFORM shall further be obliged to procure that the entry permits issued to the Customer and its employees are not misused.

(c) prior to the issuance of the ID Card or other permit for movement within the Customer´s regulated access zone, to procure at its own cost for itself and its own employees or agreed subcontractors a security training adequate to the scope of the permit, such training to be obtained from the security division of the Customer or other accredited organization.

(d) to report any loss, theft, damage of the ID Card or other permit issued to the INFORM or its employees or agreed subcontractors forthwith by e-mail or fax, and further to report termination of employment with its employee. After termination of employment with its employee, INFORM shall be obliged to return to the Customer the ID Card or other permits or cards (e.g., parking, meal, etc.) issued to the INFORM or its employees, where the employee´s employment ends or the Partial Agreement terminates, before the fourteenth (14) day of the

month following after the termination of the employee´s employment or as of the date of termination of the Partial Agreement. INFORM shall further be obliged to return permits or other cards issued to INFORM or its employees or agreed subcontractors when they expire.

(e) to maintain in full force and effect throughout the term of the Partial Agreement an insurance policy for the insurance of INFORM´s third party liability (liability vis-à-vis the Customer), the insurance coverage under such policy shall not be lower than the Price for the Requested Performance. Upon request, INFORM shall be obliged to submit such insurance policy to the Customer immediately, but in any case within three (3) business days in Germany (except for Saturday, Sunday or a bank holiday).

(f) to use subcontractor only under the terms and conditions stipulated in the Agreement.

V.7.2 In the event that the Customer fails to pay any payment due to INFORM as agreed hereof, the Customer undertakes to pay default interest to INFORM in the amount of 0,01% of the due and outstanding amount for each commenced day of default.

VI. MISCELLANEOUS

VI.1 <u>Governing Law.</u> The Partial Agreement shall be governed by the legal system of the Czech Republic, including but not limited to the Act No. 89/2012 Coll., Civil code, as amended, and to the Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts, as amended. Any disputes arising from the Partial Agreement or in relation to them shall be submitted, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to be decided by a general court of the Customer.

VI.2 <u>Contact Information</u>. Contact person on behalf of the Customer:

VI.3 <u>Register of Contract Acts</u>. The Customer hereby notifies INFORM and INFORM shall acknowledge that the Customer is a legal entity referred to in Section 2 paragraph 1 letter n) of the Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts, as amended (hereinafter referred to as "**Register of Contracts Act**"). INFORM shall declare that it is aware that the Partial Agreement, as it is concluded, including its annexes and other documents that form its part, may be published by the Customer in the register of contracts and INFORM shall agree to such publication. The Customer is however entitled, but not obliged, to erase from the Partial Agreement or make anonymous in the Partial Agreement prior to its publication any and all information that shall not and/or do not have to be published under the Register of Contracts Act.

VI.4 <u>Confidentiality.</u> For the avoidance of doubts, the Confidentiality clause in Article 11 of the Agreement shall apply also for the Partial Agreement. Wording of the Partial Agreement shall not be considered Confidential Information. Publication of the Partial Agreement in the register of contracts according to Art. VI. 3 will not breach the confidentiality clauses of the Agreement and Partial Agreement.

Annex Nr. 1 – The Upgrade of the GS RealTime Staff and GS RealTime Stands

GroundStar RealTime Staff is an integrated resource allocation system for the realtime allocation of ground handling operations. GS RealTime Staff assists in creating, planning and allocating tasks and duties. In addition, GS RealTime Staff provides improved visibility of daily operations by automatically generating relevant historical documentation.

The overall objectives of GS RealTime Staff can be expressed as:
- creating tasks related to the current flight schedule in accordance with various pre-defined engagement standards and regulations,
- minimizing the cost of operation (where applicable)

A resource management system such as GS RealTime Staff represents a decision support system for real-time scheduling of resources, in a time critical environment, under operational constraints. The system has to optimize resource assignments, whilst taking travel distances, aircraft types, configurations, organizational restrictions, service levels etc into account.

GS RealTime Staff can perform many tasks. For example, GS RealTime Staff, in general automatically receives flight information from the Flight Information System and could receive staff information from a Personnel System. GS RealTime Staff generates tasks e.g. based on the engagement standards and allocates these tasks to available resources taking a number of known factors into account. GS RealTime Staff also documents its own actions as well as the actions performed by the user.

GS RealTime Staff has been designed to relieve the user from as much routine work as possible, thus giving him more time to concentrate on the more difficult and important allocation problems.

GroundStar RealTime Stands is a resource management system, that is used in two fields of application:

1. Stand management:
Allocation of stands to flights taking into consideration the hard rules applicable at the airport as well as the soft rules which define the preferences based on flight criteria this comprises, positioning of flights and also generating tows, whenever needed.

2. Terminal resource management:
Allocation of the terminal resources (e.g. baggage belts) to flights. This is realized by generating tasks which define the allocation requirement for flights which include capacity as well as the needed capability of the resources Which of these tasks are actually realized by GS RealTime Stands depends on the configuration of the installed version and the license acquired by the customer.

The overall objectives of stand and terminal resource management can be expressed as:
- gating all aircraft and allocating tasks to resources in accordance with defined rules and regulations,
- minimizing the cost of operation (where applicable).

Stand management is carried out within a time-window of several days from the current time, although the focus of attention of the Stand Allocator is most likely to be over the next 24 hours.
GS RealTime Stands supports the real-time allocation of stands, in a time critical environment under operational constraints. The system optimizes assignments, taking into account travel distances, aircraft types, configurations, and organizational restrictions, service levels etc.

GS RealTime Stands has an on-line connection to the Flight Information System, which collects and distributes the flight information and provides all flight schedule data and the necessary updates to GS RealTime Stands, on a real-time basis. GS RealTime Stands generates a stand plan based on this information taking into consideration stand rules, numerous parameters, and manual entries by the allocator. Furthermore, it generates the required tasks for the terminal resources. The allocator can assign these tasks manually to the terminal resources or use the automatic assignment of the Optimizer.

GS RealTime Stands can receive a Masterplan generated by GS Planning Stands on a daily basis, which includes the preplanning of the stand assignments and tows as well as terminal resource assignments. The assignment of stands and terminal resources to flights is optimized by GS RealTime.to the masterplan. Reassignment occurs only in conflict situations. In a so-called 'optimized' window (time-frame of x hours) an optimizer validates the stand and terminal resource allocation, and reallocates them in case of conflict situations. Outside this time-frame the system warns the allocator in the case of conflicts and the allocator needs to do the necessary change manually. The allocator can always overwrite or change the proposed stand and terminal resource allocations. During the day of operation GS RealTime Stands tracks all transactions on the flight schedule changes, etc. This enables the user to analyse and resolve customer complaints, generate statistics and reports, and use historical data to make comparisons of the real time data to their planning scenario results.

The Subject of Requested Performance

Migration to latest and most recent GS RealTime Staff and GS RealTime Stands version, which includes services such as:

- Setup of Customer version
- Migration of Source Code
- Migration of databases and configuration
- Migration of existing Interfaces with its current technologies
- Parameter File Conversion
- Tests & Documentation
- Installations and deliveries
- Technical Coordination
- Project Support during Implementation

Ref. No. of the Customer: 0122002617

CUSTOMER'S CHANGE REQUEST NR. 2

IMPLEMENTATION OF THE MODULE GROUNDSTAR MOBILITY FOR ANDROID DEVICES

(hereinafter the "**Change Request**")

made on the basis of

SOFTWARE MAINTENANCE AGREEMENT

version Nr.: 008_17.10.2017

(hereinafter the "**Agreement**")

which was concluded by and between

INFORM Institut für Operations-Research und Management Gesellschaft mit beschränkter Haftung

with registered seat at: Pascalstraße 35, 52076 Aachen, Germany

entered in the Commercial Register maintained by the Amtsgericht Aachen

Company ID No: HRB 1144

VAT No.:   DE 123 599 767

(hereinafter the "**INFORM**")

and

Letiště Praha, a. s.

with registered seat at: Prague 6, K Letišti 1019/6, Post Code 161 00

entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file No. 14003

Company ID No: 282 44 532

VAT No.:   CZ699003361

as the legal successor of the company Český Aeroholding, a.s., Company ID No: 248 21 993 (Czech Aeroholding, a.s.)

(hereinafter the "**Customer**")

INFORM and the Customer hereinafter collectively also the "**Parties**" or individually the "**Party**".

Preamble

Whereas:

(A) The Customer (as the legal successor) has a license for the use of the GroundStar Software delivered and acquired under the Statement of Work for the Supply of RMS (the Customer´s No. 0124000050) of 3.8.2012 (hereinafter the "**License Agreement**");

(B) the Customer currently utilizes GroundStar RealTime Staff version 9.1 as well as GroundStar RealTime Stands version 9.1 as a part of the Software,

(C) INFORM provides to the Customer Maintenance Services of the Software as set out in the Agreement,

(D) The Parties concluded in the Agreement the right of the Customer to request for a change to the delivered Software, including an enhancement of the delivered Software, and the general terms and conditions for its performance by INFORM,

(E) The Customer desires an enhancement of the delivered Software,

in accordance and under the general terms and conditions of the Agreement, the Customer requests by this Change Request the following change of the Software and other relating services:

I. DEFINITION AND INTERPRETATION OF TERMS

I.1 The terms referred to herein have the meaning defined in this Art. I.1 and in the text of this Change Request, the first letter of such term is capitalized:

I.1.1 "**Acceptance**" is the procedure applied to the Requested Performance before the Customer´s takeover in accordance with the Partial Agreement and consists of two phases as described in Art. V.2 hereof. For avoidance of any doubts the Acceptance means the final acceptance of the Requested Performance.

I.1.2 "**Acceptance Protocol**" means a protocol on the delivery and Acceptance of the Requested Performance signed by both Parties.

I.1.3 "**Business Day**" means any calendar day except for Saturday, Sunday or a bank holiday within the meaning of applicable legal regulations of the Czech Republic.

I.1.4 "**Category A Defect**" means the most serious Defect occurred as follows:

(a) the Defect prevents work with essential functions and/or use of the Requested Software Change (that means critical technical and/or critical functional Defect), and there is no acceptable workaround available; or

(b) there is any legal defect in the Requested Software Change. The subject of performance has a legal defect if the Customer would not acquire the agreed rights thereto or if a third party asserts its right thereto.

I.1.5 "**Category B Defect**" means any Defect occurred as follows:

(a) the Defect affects essential functions and/or use of the Requested Software Change, but continuation of work and/or use is generally possible with acceptable workaround; or

(b) the Defect does not affect essential functions of the Requested Software Change but occurs frequently.

I.1.6 "**Category C Defect**" means any Defect which:

(a) occurs that work and/or use of the Requested Software Change is restricted but only non-essential functions are affected; or

(b) has no or small impact on business processes; or

(c) is cosmetic Defect; or

(d) is non-essential problem.

I.1.7 "**Defect**" means (i) any legal defect in the Requested Software Change; the subject of performance has a legal defect if the Customer would not acquire the agreed rights thereto or if a third party asserts its right thereto; or (ii) any deviation of the Software (including the Requested Software Change) from the standard functionality and behavior described in the Software Documentation, that is caused in the Software (including the Requested Software Change) delivered by INFORM and which has a negative impact on the operation of the Software (including the Requested Software Change), or (iii) any discrepancy between the current functionality and behavior of the Software (including the Requested Software Change) and the functionality and behavior defined in the Software Documentation.

I.1.8 "**Delivery**" means the day when both Parties sign the Acceptance Protocol.

I.1.9 "**Delivery Period**" means the period for Delivery determined in Art. III.1 hereof.

I.1.10 "**GroundStar Software**" is the name of the software product to which INFORM owns any and all intellectual property rights including the copyright.

I.1.11 "**Implementation**" means the adjustment of computer software in accordance with the specific requirements of the Customer, in particular by the setting of Customer settings.

I.1.12 "**Integration**" means a substantive and functional inter-connection of the Requested Software Change with another element and/or software and/or hardware of the Customer.

I.1.13 "**Installation**" means with respect to software and operating systems the performance of any and all activities required to put them into operation on a platform designated by the Customer.

I.1.14 "**Place of Delivery"** means the place to which INFORM is obliged to deliver the Requested Performance specified in Art. III.2. hereof.

I.1.15 "**Price for the Requested Performance**" means price of the Requested Performance agreed under the Partial Agreement concluded between Parties based on this Change Request

I.1.16 "**Requested Performance**" means the fulfilment specified in Art. II.1. and Annex 1 hereof and in the Partial Agreement.

I.1.17 "**Requested Software Change**" means the performance specified in Art. II.1.1, Art.II.1.2 and its specification in Annex 1 hereof and in the Partial Agreement.

I.1.18 "**Services**" mean all services and performance provided by INFORM for the Customer under the Agreement.

I.1.19 "**Software**" means the software and related material detailed in Appendix 1 of the Agreement and delivered by INFORM under and on the terms and conditions set forth in the License Agreement.

I.1.20 "**Software Documentation**" means the current version of Software manuals and release notes relating to the Requested Software Change.

I.1.21 "**System**" means the combination of Customer´s Software Environment as defined in the Agreement and the Software.

I.1.22 "**Test Operation**" means a period of 14 (fourteen) Business Days from INFORM's invitation, during which the Requested Software Change is tested and the properties of the Requested Software Change are verified with test and / or actual data and testing its functionality described in the Software Documentation, in accordance with the Art. V.3 hereof.

I.2 Other terms may be defined directly in the wording of the Change Request, whereby the definition is emphasized in bold font and preceded by "hereinafter the" and capitalized when used hereinafter.

I.3 If no definition is mentioned in this Change Request, the definitions of the Agreement shall apply.

I.4 Interpretation.

I.4.1 Words imparting the singular shall include the plural and vice versa, words imparting the masculine gender shall include the feminine and neutral genders, and words referring to persons shall include natural persons and legal entities and vice versa.

I.4.2 The headings of articles and sections serve for ease of reference only and will not be taken into account in the interpretation of this Change Request.

II. SUBJECT MATTER OF THE CHANGE REQUEST

II.1 The subject matter of this Change Request is the following request of the Customer to INFORM:

II.1.1 To deliver to the Customer the module GroundStar Mobility for Android devices within the Software in latest and most recent release available at the time of performance (Delivery) with the functionalities specified in Annex 1 hereof, under terms stipulated in the Agreement and the Partial Agreement as defined below (such module hereinafter referred also as the "**GS Mobility**"),

II.1.2 To provide to the Customer the Installation/Implementation/Integration of the GS Mobility within the Customer´s Software Environment and in the premises of the Customer,

II.1.3 To grant to the Customer the licenses under terms stipulated in Art. V.5 herein,

II.1.4 To provide services related with Requested Software Change specified in Annex 1 hereof.

The scope of the Requested Performance shall be explained in further detail in the relevant chapter of the Change Proposal.

The Software and the Software Documentation will be provided in English. English is also the language for communication between the Parties. To avoid any doubt, the Requested Performance will include the Software Documentation.

II.2   According to the Agreement, INFORM shall make on the basis and subject to the terms and conditions of this Change Request the Change Proposal which may be accepted by the Customer by its Change Acceptance (upon the signature of the Change Proposal by the Customer), all in written. This Change Request shall be an integral part of the Change Proposal. Provisions of the Change Proposal, which are in conflict with the wording of this Change Request, shall not apply and the wording of this Change Request shall prevail.

II.3   All applicable terms and conditions of the Agreement shall apply for the Partial Agreement and the Requested Performance if not mutually expressly agreed beyond the Agreement.

II.4   INFORM shall perform the Services set out in the Agreement under the same terms and conditions and for the entire duration of the Agreement also with respect to the version of the Software GroundStar RealTime Staff and GroundStar RealTime Stands including and after the Delivery of the Requested Software Change in case it will be put into live operation by the Customer.

II.5   To avoid any doubts and based on this Change Request, the INFORM´s Change Proposal (of which this Change Request is an integral part) accepted by the Customer and mutually signed by both Parties will be considered as a partial agreement the subject of which is delivery of Requested Performance as specified therein, for the price determined in the accepted Change Proposal (of which this Change Request is an integral part) and in accordance with the time schedule specified in the accepted Change Proposal (of which this Change Request is an integral part) and which is governed by the Agreement and the additional terms expressly agreed beyond the Agreement in the accepted Change Proposal (of which this Change Request is an integral part), which are not in conflict with the Agreement, otherwise the Agreement shall prevail (hereinafter and above referred as the "**Partial Agreement**"). The Partial Agreement will refer to the Customer´s reference number of the Agreement.

III. TIME AND PLACE OF REQUESTED PERFORMANCE

III.1   INFORM shall deliver the Requested Performance to the Customer according to the agreed high level schedule (which shall be part of the Change Proposal), however Delivery Period shall not exceed four (4) months from the date of the signature of the Change Proposal by the last Party. Detailed time schedule shall be determined in the Change Proposal.

III.2   The Place of Delivery shall be upon sole discretion of the Customer at the data centers of the Customer located at the following addresses (i) K Letišti 6/1019, Praha 6, first floor and/or (ii) Schengenská, Praha 6, the object connecting Terminals 1 and 2, second floor and/or (iii) other rooms determined by the Customer at Václav Havel Airport Prague, according to the Customer's instructions and/or (iv) if the Customer expressly agrees, then remotely via electronic means.

IV. QUOTATION

All general pricing, payment, tax and invoicing terms stipulated under the Agreement shall apply to the Requested Performance. Individual terms for the Requested Performance, which comply with and only specify the general terms stated in the Agreement, are specified in the Partial Agreement.

V. TERMS OF DELIVERY

V.1 INFORM shall perform the Requested Performance in accordance with the Partial Agreement, applicable legal regulation, applicable binding and recommended technical standards, Customer's instructions and good practice.

V.2 Acceptance Procedure.

V.2.1 The Acceptance of the Requested Performance will be carried out in accordance with the acceptance procedure consisting of two phases:

(a) Test Operation, and

(b) execution and signing of the Acceptance Protocol by both Parties.

V.3 Test Operation.

V.3.1 After the Requested Software Change is completed, INFORM will hand over the Software Documentation to the Customer and invite the Customer in writing to start the Test Operation. The time period for the commencement of the Test Operation is 5 (five) Business Days from INFORM's invitation. Should the Requested Software Change include an Implementation and/or the Integration and/or the Installation, INFORM will complete it no later than on the date preceding the start of the Test Operation.

V.3.2 If the Customer does not commence the Test Operation and does not do so within an additional period of 3 (three) Business Days from INFORM's repeated call, the Test Operation will be considered to have been completed without Defects as listed in the Art. V.3.4 hereof.

V.3.3 The Parties shall draft a protocol on the completed Test Operation. The Customer shall notify INFORM about the results of the Test Operation.

V.3.4 If it is demonstrated during the Test Operation that the number of Defects does not exceed the following numbers:

(a) Category A Defects   0

(b) Category B Defects   3

(c) Category C Defects   15

INFORM may invite the Customer to accept the Requested Software Change and the Customer must accept such Requested Software Change. The acceptance criteria for the Requested Performance shall be defined within INFORM´s Change Proposal. If Customer does not notify INFORM about a number of Defects exceeding the aforementioned numbers within the Test Operation, the criteria according to this clause are deemed to be met.

V.3.5 In the event that the protocol on performed Test Operation indicates that the Requested Software Change does not meet the criteria stipulated in Art. V.3.4 hereof, INFORM undertakes to remove the identified Defects and following their removal to invite the Customer to start the Test Operation; this Art. V.3 hereof shall apply mutatis mutandis. The process of testing and subsequent

rectification of Defects shall be repeated until INFORM meets the acceptance criteria stipulated in Art. V.3.4 hereof, however, the process shall not be repeated more than three times.

V.4   Acceptance Protocol.

V.4.1   The Parties undertake to sign the Acceptance Protocol after:

(a) the Parties have drafted a protocol on the completed Test Operation, and

(b) the Customer has accepted the Requested Software Change from INFORM provided that such Requested Software Change has met all acceptance criteria stipulated in Art. V.3.4 hereof or the Requested Software Change is deemed to meet all acceptance criteria stipulated in Art. V.3.4, and

(c) the Customer checked and confirmed the completeness of the Software Documentation to the Requested Software Change, and

(d) INFORM provided to the Customer Requested Performance pursuant to Art.II.1.4 hereof. In case the Requested Software Change has met all acceptance criteria stipulated in Art. V.3.4 hereof or the Requested Software Change is deemed to meet all acceptance criteria stipulated in Art. V.3.4 hereof, it shall be deemed that INFORM provided to the Customer Requested Performance pursuant to Art.II.1.4 hereof.

V.4.2   The Acceptance Protocol shall contain a list of outstanding Defects with a deadline for their rectification, provided that if such deadline is not agreed in writing between the Parties, it shall be deemed to be 14 (fourteen) Business Days from the execution date of the Acceptance Protocol.

V.5   Use of the Requested Performance.

V.5.1   As of the day of the Delivery, INFORM shall grant to the Customer and the Customer accepts the right to use the Software module GS Mobility (and its future upgrades delivered under the terms and conditions of the Agreement) delivered in accordance with the Partial Agreement to the same extent as for the Software GroundStar RealTime Staff and GroundStar RealTime Stands which were granted to the Customer under the License Agreement.

Under the License Agreement the Customer was granted as of the date of Delivery according to the meaning specified in the License Agreement at least a non-exclusive, non-transferable, perpetual license to use the GroundStar Software in its standard version comprising all of the systems and modules listed in the License Agreement, for use in planning and real-time management of the ground handling processes and resources at Prague Airport in respect of which the appropriate License Fee and Service Fee has been paid to INFORM. The license granted is further restricted to the duration of INFORM´s proprietary rights, geographically to the territory of the Czech Republic and to the number of users required for the operation of the RMS which are further specified in the Change Proposal. Customer shall not lend, lease, license, sublicense, or otherwise make Software available to any other companies, corporations, firms, partnerships or other persons, except with the prior written consent of INFORM. Customer agrees that the title to the Software licensed, including, without limitation, the right to any reproduction of the Software, in whole or part, is held and owned by INFORM and that the Software constitutes good and valuable trade secrets of INFORM.

V.5.2 The Customer shall also be entitled to use the Software Documentation for the GS Mobility in accordance with the terms and conditions of the License Agreement.

V.5.3 For the avoidance of doubt, the Customer is entitled to use the Requested Software Change also prior to the Delivery for the purpose of and to the extent necessary for the Test Operation.

V.5.4 All fee(s) for license(s) granted under the Partial Agreement shall be included in the Price for the Requested Performance and shall be shown separately in the Change Proposal.

V.6 Warranty.

V.6.1 The warranty with respect to the Requested Software Change, shall be governed by the terms stipulated in the Agreement. For the avoidance of doubt INFORM shall grant that the warranty with respect to the Requested Software Change shall be at least twelve (12) months following the Acceptance of the Requested Performance by the Customer (hereinafter referred to as the "**Warranty Period**"). During the Warranty Period INFORM shall be obliged to perform remedial maintenance on the Requested Software Change and rectify any Defects pursuant to terms and conditions of the Agreement.

V.6.2 In case the version of the Software including and after the provision of the Requested Software Change, will be serviced and maintained by INFORM for the Customer under the Agreement, or under the other possible future Software Maintenance Agreement, such warranty pursuant to Art. V.6 hereof relating to the functionality shall not apply during the validity and effectivity of the Agreement or other possible future Software Maintenance Agreement.

V.7 Obligations.

V.7.1 INFORM shall also undertake:

(a) to provide the Software Documentation to the Requested Software Change and hand it over to the Customer immediately after the completion of the relevant Requested Software Change, no later than within 20 (twenty) Business Days from the Customer´s written request. The Customer will confirm a take-over of the Software Documentation via e-mail.

(b) to obtain, in the manner stipulated by the Customer, for itself and its employees or agreed subcontractors the requisite permits for entry into regulated access zones ("ID Card") wherein the Place of Delivery is located, or other permits (e.g., for motor vehicle entry). INFORM shall be obliged to procure that when moving around the Václav Havel Airport Prague, such persons bear ID Cards or other permits visibly displayed and present such ID Card or other permit issued by the Customer at points designated by the Customer. INFORM shall further be obliged to procure that the entry permits issued to the Customer and its employees are not misused.

(c) prior to the issuance of the ID Card or other permit for movement within the Customer´s regulated access zone, to procure at its own cost for itself and its own employees or agreed subcontractors a security training adequate to the scope of the permit, such training to be obtained from the security division of the Customer or other accredited organization.

(d) to report any loss, theft, damage of the ID Card or other permit issued to the INFORM or its employees or agreed subcontractors forthwith by e-mail or fax, and further to report termination of employment with its employee. After termination of employment with its employee, INFORM shall be obliged to return to the Customer the ID Card or other permits or

cards (e.g., parking, meal, etc.) issued to the INFORM or its employees, where the employee´s employment ends or the Partial Agreement terminates, before the fourteenth (14) day of the month following after the termination of the employee´s employment or as of the date of termination of the Partial Agreement. INFORM shall further be obliged to return permits or other cards issued to INFORM or its employees or agreed subcontractors when they expire.

(e) to maintain in full force and effect throughout the term of the Partial Agreement an insurance policy for the insurance of INFORM´s third party liability (liability vis-à-vis the Customer), the insurance coverage under such policy shall not be lower than the Price for the Requested Performance. Upon request, INFORM shall be obliged to submit such insurance policy to the Customer immediately, but in any case within three (3) business days in Germany (except for Saturday, Sunday or a bank holiday).

(f) to use subcontractor only under the terms and conditions stipulated in the Agreement.

V.7.2   INFORM shall undertake to pay to the Customer a contractual penalty in the amount of 1 000 CZK for each commenced day of default with due fulfilment of its obligations in the event that INFORM violates to its sole responsibility (i) its obligation to remove Defects described in the Acceptance Protocol within 14 (fourteen) Business Days (or within another mutually agreed period according to the Art. V.4.2 hereof) from the day of signing the Acceptance Protocol in accordance with Art. V.4.2 hereof and/or (ii) its obligation to deliver the Requested Performance to the Customer within the Delivery Period stated in the Art. III.1 hereof.

V.7.3   In the event that the Customer fails to pay any payment due to INFORM as agreed hereof, the Customer undertakes to pay default interest to INFORM in the amount of 0,01% of the due and outstanding amount for each commenced day of default.

V.7.4   The Customer agrees that the Customer's right to claim contractual penalties hereunder shall be limited to the amount of the Price for the Requested Performance stipulated in the Partial Agreement.

V.7.5   The payment of any contractual penalty hereunder shall not affect the Customer´s right to claim compensation for damages in the part exceeding the already paid penalty. For the avoidance of doubt contractual penalties paid are to be credited against any compensation for damage.

VI. MISCELLANEOUS

VI.1   Governing Law. The Partial Agreement shall be governed by the legal system of the Czech Republic, including but not limited to the Act No. 89/2012 Coll., Civil code, as amended, and to the Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts, as amended. Any disputes arising from the Partial Agreement or in relation to them shall be submitted, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to be decided by a general court of the Customer.

VI.2   Contact Information. Contact person on behalf of the Customer:

VI.3   Register of Contract Acts. The Customer hereby notifies INFORM and INFORM shall acknowledge that the Customer is a legal entity referred to in Section 2 paragraph 1 letter n) of the Act No. 340/2015 Coll., on

special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts, as amended (hereinafter referred to as "**Register of Contracts Act**"). INFORM shall declare that it is aware that the Partial Agreement, as it is concluded, including its annexes and other documents that form its part, may be published by the Customer in the register of contracts and INFORM shall agree to such publication. The Customer is however entitled, but not obliged, to erase from the Partial Agreement or make anonymous in the Partial Agreement prior to its publication any and all information that shall not and/or do not have to be published under the Register of Contracts Act.

VI.4 _Confidentiality._ For the avoidance of doubts, the Confidentiality clause in Article 11 of the Agreement shall apply also for the Partial Agreement. Wording of the Partial Agreement shall not be considered Confidential Information. Publication of the Partial Agreement in the register of contracts according to Art. VI. 3 will not breach the confidentiality clauses of the Agreement and Partial Agreement.

Annex Nr. 1 – The Implementation of the GS Mobility

GroundStar Mobility StaffCommunication is an extension to GS RealTime and consists of a server part that communicates with the GS RealTime base system and a client side, the application that is operated by the staff member. The application has the task to organize the work by passing task information to the staff member and by reporting back task by the staff members.

The application in general comprises the following standard functionalities:
- Connect via GSM or Wireless LAN network
- Application selector for dialogs of different areas of the operation
- Handling tasks and delays
- Receive information about tasks
- Report back the tasks states (e.g. Confirmed, Started, Ready, Finished)
- Capture task delays
- Record additional operational timestamps related to current task, where applicable
- Track additional services, e.g. for billing purposes, where applicable
- Add additional service to be performed, where applicable
- Receive broadcast messages from allocator
- Request a call back
- Searching for a flight or task

The Subject of Performance
Implementation of GS Mobility with Android devices, which includes services such as:
- Software development
- Tests & documentation
- Installations and deliveries
- Consultancy
- Project Management

Ref. No. of the Customer: 0122002617

CUSTOMER'S CHANGE REQUEST NR. 3

SPECIFIC SUPPORT AND CONSULTANCY SERVICES

(hereinafter the "**Change Request**")

made on the basis of

SOFTWARE MAINTENANCE AGREEMENT

version Nr.: 008_17.10.2017

(hereinafter the "**Agreement**")

which was concluded by and between

INFORM Institut für Operations-Research und Management Gesellschaft mit beschränkter Haftung

with registered seat at: Pascalstraße 35, 52076 Aachen, Germany

entered in the Commercial Register maintained by the Amtsgericht Aachen

Company ID No: HRB 1144

VAT No.:   DE 123 599 767

(hereinafter the "**INFORM**")

and

Letiště Praha, a. s.

with registered seat at: Prague 6, K Letišti 1019/6, Post Code 161 00

entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file No. 14003

Company ID No: 282 44 532

VAT No.:   CZ699003361

as the legal successor of the company Český Aeroholding, a.s., Company ID No: 248 21 993 (Czech Aeroholding, a.s.)

(hereinafter the "**Customer**")

INFORM and the Customer hereinafter collectively also the "**Parties**" or individually the "**Party**".

Preamble

Whereas:

(A) The Customer (as the legal successor) has a license for the use of the GroundStar Software delivered and acquired under the Statement of Work for the Supply of RMS (the Customer´s No. 0124000050) of 3.8.2012 (hereinafter the "**License Agreement**");

(B) the Customer currently utilizes GroundStar RealTime Staff version 9.1 as well as GroundStar RealTime Stands version 9.1 as a part of the Software,

(C) INFORM provides to the Customer Maintenance Services of the Software as set out in the Agreement,

(D) The Parties concluded in the Agreement the right of the Customer to request additional services,

(E) The Customer desires additional services related to the Upgraded Software,

in accordance and under the general terms and conditions of the Agreement, the Customer requests by this Change Request the following services:

I. DEFINITION AND INTERPRETATION OF TERMS

I.1 The terms referred to herein have the meaning defined in this Art. I.1 and in the text of this Change Request, the first letter of such term is capitalized:

I.1.1 "**Acceptance**" is the acceptance procedure applied to the Requested Services in accordance with the Partial Agreement and consists of three phases as described in Art. V.2 hereof. For the avoidance of any doubt the Acceptance means the final acceptance of the Requested Services.

I.1.2 "**Acceptance Protocol**" means a protocol on the delivery and Acceptance of the Requested Services signed by both Parties.

I.1.3 "**Business Day**" means any calendar day except for Saturday, Sunday or a bank holiday within the meaning of applicable legal regulations of the Czech Republic.

I.1.4 "**Category A Defect**" means the most serious Defect occurred as follows:

(a) the Defect prevents work with essential functions and/or use of the Requested Software Change (that means critical technical and/or critical functional Defect), and there is no acceptable workaround available; or

(b) there is any legal defect in the Requested Software Change. The subject of performance has a legal defect if the Customer would not acquire the agreed rights thereto or if a third party asserts its right thereto.

I.1.5 "**Category B Defect**" means any Defect occurred as follows:

(a) the Defect affects essential functions and/or use of the Requested Software Change, but continuation of work and/or use is generally possible with acceptable workaround; or

      (b) the Defect does not affect essential functions of the Requested Software Change but occurs frequently.

I.1.6 "**Category C Defect**" means any Defect which:

      (a) occurs that work and/or use of the Requested Software Change is restricted but only non-essential functions are affected; or

      (b) has no or small impact on business processes; or

      (c) is cosmetic Defect; or

      (d) is non-essential problem.

I.1.7 "**Defect**" means (i) any legal defect in the Software, respectively the Upgraded Software; the subject of performance has a legal defect if the Customer would not acquire the agreed rights thereto or if a third party asserts its right thereto; or (ii) any deviation of the Software, respectively the Upgraded Software, from the standard functionality and behaviour described in the Software Documentation, that is caused in the Software, respectively the Upgraded Software, delivered by INFORM and which has a negative impact on the operation of the Software, respectively the Upgraded Software, or (iii) any discrepancy between the current functionality and behaviour of the Software, respectively the Upgraded Software, and the functionality and behaviour defined in the Software Documentation.

I.1.8 "**Delivery**" means the day when both Parties sign the Acceptance Protocol.

I.1.9 "**Delivery Period**" means the period for Delivery determined in Art. III.1 hereof.

I.1.10 "**Go-live Support**" means support services provided by INFORM since the start of the live operation of the Upgraded Software and within the Go-live Support Period as defined below as specified in Annex 1 hereof and in the Partial Agreement.

I.1.11 "**GroundStar Software**" is the name of the software product to which INFORM owns any and all intellectual property rights including the copyright.

I.1.12 "**Place of Delivery**" means the place to which INFORM is obliged to deliver the Requested Services specified in Art. III.2. hereof.

I.1.13 "**Price for the Requested Services**" means price of the Requested Services agreed under the Partial Agreement concluded between Parties.

I.1.14 "**Requested Services**" means the performance specified in Art. II.1. and Annex 1 hereof and in the Partial Agreement.

I.1.15 "**Services**" mean all services and performance provided by INFORM for the Customer under the Agreement.

I.1.16 "**Software**" means the software and related material detailed in Appendix 1 of the Agreement and delivered by INFORM under and on the terms and conditions set forth in the License Agreement, including its upgrade and changes provided by INFORM during the duration of the Agreement.

I.1.17 "**Software Documentation**" means the current version of Software manuals and release notes relating to the Upgraded Software.

I.1.18 "**System**" means the combination of Customer´s Software Environment as defined in the Agreement and the Software.

I.1.19 "**Support Services**" means support services related to pre-production testing of the Upgraded Software, during which the Upgraded Software properties and its functionalities described in the Software Documentation are verified by the Customer with test and /or actual data, in accordance with the Art. V.3 hereof

I.1.20 "**Go-Live Support Period**" means a period of two (2) days of Go-live Support provided by INFORM as specified in Annex 1 hereof and in the Partial Agreement.

I.1.21 "**Upgraded Software**" means new version of Software GroundStar RealTime Staff and GroundStar RealTime Stands (including the module GroundStar Mobility for Android devices), delivered and accepted according to the partial agreements concluded on the basis of the Agreement and the Customer´s Change Request Nr. 1 (Upgrade of the Software GroundStar RealTime Staff and GroundStar RealTime Stands) and Change Request Nr. 2 (Implementation of the module GroundStar Mobility for Android devices) and INFORM´s Change Proposal.

I.2 Other terms may be defined directly in the wording of the Change Request, whereby the definition is emphasized in bold font and preceded by "hereinafter the" and capitalized when used hereinafter.

I.3 If no definition is mentioned in this Change Request, the definitions of the Agreement shall apply.

I.4 Interpretation.

I.4.1 Words imparting the singular shall include the plural and vice versa, words imparting the masculine gender shall include the feminine and neutral genders, and words referring to persons shall include natural persons and legal entities and vice versa.

I.4.2 The headings of articles and sections serve for ease of reference only and will not be taken into account in the interpretation of this Change Request.

II. SUBJECT MATTER OF THE CHANGE REQUEST

II.1 The subject matter of this Change Request is the following request of the Customer to INFORM:

II.1.1 To provide the Customer with specific consultancy services such as workshops, trainings and other services specified in Annex 1 hereof, under terms stipulated in the Agreement and the Partial Agreement as defined below,

II.1.2 To provide to the Customer Support Services and Go-live Support with respect to the Upgraded Software and in accordance with Art. V.3 and Art. V.4 hereof, under terms stipulated in the Agreement and the Partial Agreement as defined below.

The Requested Services will be provided in English.

II.2 According to the Agreement, INFORM shall make on the basis and subject to the terms and conditions of this Change Request the Change Proposal which may be accepted by the Customer by its Change Acceptance (upon the signature of the Change Proposal by the Customer), all in written. This Change

Request shall be an integral part of the Change Proposal. Provisions of the Change Proposal, which are in conflict with the wording of this Change Request, shall not apply and the wording of this Change Request shall prevail.

II.3   All applicable terms and conditions of the Agreement shall apply for the Partial Agreement and the Requested Services if not mutually expressly agreed beyond the Agreement.

II.4   INFORM shall perform the Services set out in the Agreement under the same terms and conditions and for the entire duration of the Agreement also with respect to the Upgraded Software after and upon the condition that the Upgraded Software will be put into live operation by the Customer.

II.5   To avoid any doubts and based on this Change Request, the INFORM´s Change Proposal (of which this Change Request is an integral part) accepted by the Customer and mutually signed by both Parties will be considered as a partial agreement the subject of which is delivery of Requested Services as specified therein, for the price determined in the accepted Change Proposal (of which this Change Request is an integral part) and in accordance with the time schedule specified in the accepted Change Proposal (of which this Change Request is an integral part) and which is governed by the Agreement and the additional terms expressly agreed beyond the Agreement in the accepted Change Proposal (of which this Change Request is an integral part), which are not in conflict with the Agreement, otherwise the Agreement shall prevail (hereinafter and above referred as the "**Partial Agreement**"). The Partial Agreement will refer to the Customer´s reference number of the Agreement.

III. TIME AND PLACE OF REQUESTED SERVICES

III.1   INFORM shall deliver the Requested Services to the Customer according to the agreed high level schedule (which shall be part of the Change Proposal), however Delivery Period shall not exceed ten (10) months from the date of the signature of the Change Proposal by the last Party. Detailed time schedule shall be determined in the Change Proposal.

III.2   The Place of Delivery shall be upon mutually agreement between the Parties on the premises of the Customer at Václav Havel Airport Prague, or remotely via electronic means of the premises of INFORM.

IV. QUOTATION

All general pricing, payment, tax and invoicing terms stipulated under the Agreement shall apply to the Requested Services. Individual terms for the Requested Services, which comply with and only specify the general terms stated in the Agreement, are specified in the Partial Agreement

V. TERMS OF DELIVERY

V.1   INFORM shall perform the Requested Services in accordance with the Partial Agreement, applicable legal regulations, applicable binding and recommended technical standards, Customer's instructions and good practice.

V.2   Acceptance Procedure.

The Acceptance of the Requested Services will be carried out in accordance with the acceptance procedure consisting of three phases:

(a) Support Services, and

(b) Go-live Support, and

(c) execution and signing of the Acceptance Protocol by both Parties.

The Acceptance procedure shall be further specified by INFORM within the Change Proposal.

V.3 Support Services.

V.3.1 After the completion of consultancy services according to Art. II.1.1 hereof and upon the written request of INFORM to the Customer, Customer shall start the pre-production testing of the Upgraded Software with INFORM´s support, which includes in particular any necessary technical and user assistance, support and consultancy, removing of Defects during pre-production testing. The time period for the commencement of the pre-production testing is 5 (five) Business Days from INFORM´s request and the duration of the pre-production testing is 10 (ten) Business days from its commencement.

V.3.2 The Parties shall draft a protocol on the completed pre-production testing. The Customer shall notify INFORM about the results of the pre-production testing. If it is demonstrated during the pre-production testing that the number of Defects does not exceed the following numbers:

(a) Category A Defects   0

(b) Category B Defects   0

(c) Category C Defects   15

the pre-production testing is successful and the Upgraded Software is deemed eligible for go-live under the Go-live Support by INFORM. If Customer does not notify INFORM about a number of Defects exceeding the aforementioned numbers during the pre-production testing period, the pre-production testing is deemed to be successful.

V.3.3 In the event that the protocol on performed pre-production testing indicates that the Upgraded Software do not meet the criteria stipulated in Art. V.3.2 hereof, INFORM undertakes to remove the identified Defects and following their removal to invite the Customer to start the pre-production testing; this Art. V.3 hereof shall apply mutatis mutandis. The process of testing and subsequent rectification of Defects shall be repeated until the pre-production testing criteria stipulated in Art. V.3.2 hereof are met.

V.4 Go-live Support.

V.4.1 The Customer shall commence the live operation of the Upgraded Software within one (1) month after the successful pre-production testing, which meets the criteria stipulated in Art. V.3.2 hereof or after the pre-production testing is deemed to be successful according to Art. V.3.2 hereof.

V.4.2 The aforementioned one (1) month period shall commence on the day when the protocol on the successful completed pre-production testing was drafted and signed by the Parties after the pre-production testing met the criteria stipulated in Art. V.3.2 hereof or these are deemed to be met.

V.4.3 In case the Customer does not commence the live operation of the Upgraded Software in the aforementioned period of one (1) month, INFORM is entitled to request the Customer to sign the Acceptance Protocol and the Customer is obliged to sign the Acceptance Protocol immediately. In such case, the Go-live Support will not be provided as a part of Requested Services by INFORM and

upon the expiration of such period according to the previous sentence, the Partial Agreement is automatically partially terminated with respect to Go-live Support. The Customer shall not be obligated to pay to INFORM any price, fee, costs or damage in relation to such terminated Go-live Support and no such payment related to Go-live Support shall be charged to the Customer by INFORM. INFORM shall be obligated not to claim on the Customer any of such payments and rights

V.5 Acceptance Protocol.

V.5.1 The Parties undertake to sign the Acceptance Protocol after:

(a) the Parties have drafted a protocol on the completed pre-production testing, which will be an integral part of the Acceptance Protocol, and

(b) the pre-production testing met the criteria stipulated in Art. V.3.2 hereof or these are deemed to be met, and

(c) INFORM provided to the Customer Requested Services stipulated under Art. II.1 hereof.

V.5.2 After the Acceptance and provided that the Upgraded Software will be put into live operation by Customer, the Defects of the Upgraded Software outstanding from the pre-production testing shall be maintained and rectified by INFORM within the Services provided by INFORM under the Agreement.

V.6 Obligations.

V.6.1 INFORM shall also undertake:

(a) to obtain, in the manner stipulated by the Customer, for itself and its employees or agreed subcontractors the requisite permits for entry into regulated access zones ("ID Card") wherein the Place of Delivery is located, or other permits (e.g., for motor vehicle entry). INFORM shall be obliged to procure that when moving around the Václav Havel Airport Prague, such persons bear ID Cards or other permits visibly displayed and present such ID Card or other permit issued by the Customer at points designated by the Customer. INFORM shall further be obliged to procure that the entry permits issued to the Customer and its employees are not misused.

(b) prior to the issuance of the ID Card or other permit for movement within the Customer´s regulated access zone, to procure at its own cost for itself and its own employees or agreed subcontractors a security training adequate to the scope of the permit, such training to be obtained from the security division of the Customer or other accredited organization.

(c) to report any loss, theft, damage of the ID Card or other permit issued to the INFORM or its employees or agreed subcontractors forthwith by e-mail or fax, and further to report termination of employment with its employee. After termination of employment with its employee, INFORM shall be obliged to return to the Customer the ID Card or other permits or cards (e.g., parking, meal, etc.) issued to the INFORM or its employees, where the employee´s employment ends or the Partial Agreement terminates, before the fourteenth (14) day of the month following after the termination of the employee´s employment or as of the date of termination of the Partial Agreement. INFORM shall further be obliged to return permits or other cards issued to INFORM or its employees or agreed subcontractors when they expire.

(d) to maintain in full force and effect throughout the term of the Partial Agreement an insurance policy for the insurance of INFORM´s third party liability (liability vis-à-vis the Customer), the insurance coverage under such policy shall not be lower than the Price for the Requested Services. Upon request, INFORM shall be obliged to submit such insurance policy to the Customer immediately, but in any case within three (3) business days in Germany (except for Saturday, Sunday or a bank holiday).

(e) to use subcontractor only under the terms and conditions stipulated in the Agreement.

V.6.2 INFORM undertakes to pay to the Customer a contractual penalty in the amount of 1 000 CZK for each commenced day of default with due fulfilment of its obligations in the event that INFORM to its sole responsibility violates its obligation to deliver any of the Requested Services to the Customer within the Delivery Period stated in the Art. III.1 hereof.

V.6.3 In the event that the Customer fails to pay any payment due to INFORM as agreed hereof, the Customer undertakes to pay default interest to INFORM in the amount of 0,01% of the due and outstanding amount for each commenced day of default.

V.6.4 The Customer agrees that the Customer's right to claim contractual penalties hereunder shall be limited to the amount of the Price for the Requested Services stipulated in the Partial Agreement.

V.6.5 The payment of any contractual penalty hereunder shall not affect the Customer´s right to claim compensation for damages in the part exceeding the already paid penalty. For the avoidance of doubt contractual penalties paid are to be credited against any compensation for damage.

VI. MISCELLANEOUS

VI.1 Governing Law. The Partial Agreement shall be governed by the legal system of the Czech Republic, including but not limited to the Act No. 89/2012 Coll., Civil code, as amended, and to the Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts, as amended. Any disputes arising from the Partial Agreement or in relation to them shall be submitted, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to be decided by a general court of the Customer.

VI.2 Contact Information. Contact person on behalf of the Customer:

VI.3 Register of Contract Acts. The Customer hereby notifies INFORM and INFORM shall acknowledge that the Customer is a legal entity referred to in Section 2 paragraph 1 letter n) of the Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts, as amended (hereinafter referred to as "**Register of Contracts Act**"). INFORM shall declare that it is aware that the Partial Agreement, as it is concluded, including its annexes and other documents that form its part, may be published by the Customer in the register of contracts and INFORM shall agree to such publication. The Customer is however entitled, but not obliged, to erase from the Partial Agreement or make anonymous in the Partial Agreement prior to its publication any and all information that shall not and/or do not have to be published under the Register of Contracts Act.

VI.4 Confidentiality. For the avoidance of doubts, the Confidentiality clause in Article 11 of the Agreement shall apply also for the Partial Agreement. Wording of the Partial Agreement shall not be considered Confidential Information. Publication of the Partial Agreement in the register of contracts according to Art. VI. 3 will not breach the confidentiality clauses of the Agreement and Partial Agreement.

Annex Nr. 1

1. **Consultancy services**, which includes services such as:
- Set of functional workshops and business simulations
- Technical training for maintenance and support of the new GS RealTime version
 The Requested Services consists also of training of Customer´s key users and IT administrators. Training will be conducted in English language remotely or at the Place of Delivery. The Customer is entitled to use at least 1 training man-day of INFORM (8 hours).

2. **Support Services**
 INFORM shall be obliged to provide to the Customer support and cooperation with planning and preparation of testing sequences and scenarios and support and all needed cooperation during the pre-production testing of the Upgraded Software. Support Services shall be provided during INFORM´s office hours (09:00 to 17:00 CET). For the avoidance of doubts, INFORM shall not provide testing scenarios or test data, these shall be provided by the Customer. INFORM shall be also obliged to remove the Defects of the Upgraded Software, identified during the pre-production testing unless it is agreed that Defects will be removed within another time frame.

3. **Go-live Support**
 INFORM shall be obliged to provide to the Customer immediately after the commencement of the pre-production testing locally at the Place of Delivery or remotely and according to the Customer´s requirements and needs (but at least during first 2 days of the live operation of the Upgraded Software) all necessary and required Go-Live Support. The Go-live support will consist of close monitoring of the operation and behaviour of the Upgraded Software, answering user questions and solving any problems that may arise under the conditions of the Agreement.

4. **Project Management**
 INFORM shall be obliged to provide to the Customer during the performance of the Requested Services until the Acceptance of the Requested Services all necessary and required Project Management.