



# Lufthansa Industry Solutions

## Agreement for “myIDTravel”

between

**Letiště Praha, a. s.**

hereinafter referred to as

“Letiště Praha”

and

**Lufthansa Industry Solutions BS GmbH**  
Germany

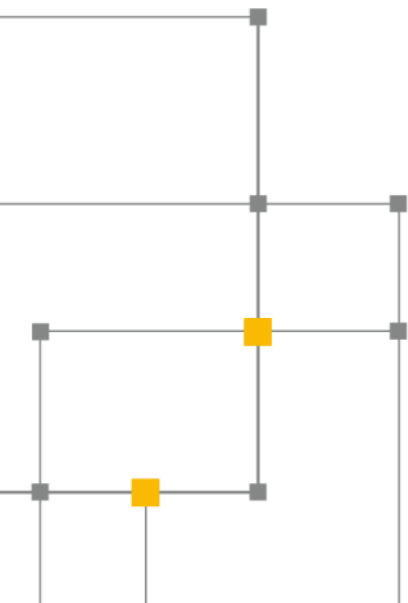
hereinafter referred to as

“Lufthansa Industry Solutions” or “LHIND”

Contract Number: OPP-25.987

Lufthansa Industry Solutions BS GmbH

9 February 2022



<b>1</b>	<b>Parties; Subject Matter .....</b>	<b>3</b>
<b>2</b>	<b>Definitions .....</b>	<b>3</b>
<b>3</b>	<b>Provision of Services .....</b>	<b>6</b>
<b>4</b>	<b>Customer Obligations .....</b>	<b>9</b>
<b>5</b>	<b>Acceptance .....</b>	<b>10</b>
<b>6</b>	<b>Change Requests .....</b>	<b>10</b>
<b>7</b>	<b>Price and Payment .....</b>	<b>12</b>
<b>8</b>	<b>Taxes .....</b>	<b>12</b>
<b>9</b>	<b>Data Protection and Privacy .....</b>	<b>13</b>
<b>10</b>	<b>Confidentiality.....</b>	<b>16</b>
<b>11</b>	<b>Warranty .....</b>	<b>16</b>
<b>12</b>	<b>Liability .....</b>	<b>17</b>
<b>13</b>	<b>Protected Rights of Third Parties.....</b>	<b>17</b>
<b>14</b>	<b>Force Majeure .....</b>	<b>19</b>
<b>15</b>	<b>Term.....</b>	<b>19</b>
<b>16</b>	<b>Contacts .....</b>	<b>20</b>
<b>17</b>	<b>Governing Law / Place of Jurisdiction.....</b>	<b>21</b>
<b>18</b>	<b>Assignment .....</b>	<b>21</b>
<b>19</b>	<b>Export Control Laws.....</b>	<b>21</b>
<b>20</b>	<b>Alterations to the Agreements .....</b>	<b>22</b>
<b>21</b>	<b>Waiver .....</b>	<b>22</b>
<b>22</b>	<b>Entire Agreement.....</b>	<b>22</b>
<b>23</b>	<b>Partial Nullity.....</b>	<b>22</b>
<b>24</b>	<b>English Language.....</b>	<b>22</b>

Appendix 1: Functional Description

Appendix 2: Public holidays in Germany

Appendix 3: myIDTravel and myDutyTrip Data Protection Measures

## **1 Parties; Subject Matter**

This Agreement is made and entered into by and between

Lufthansa Industry Solutions BS GmbH, having its principal office at  
Am Messeplatz 1, 65479 Raunheim, Germany

and

Letiště Praha, a. s. (ICO: 28244532), having its principal office at  
K letišti 1019/6, 161 00 Praha, Czech Republic.

Each of them hereinafter also referred to as “Party” or together as “Parties”.

This Agreement is deemed effective as of 01 March 2022 (“Effective Date”) between Lufthansa Industry Solutions (“LHIND”) and Letiště Praha, a. s., (“Letiště Praha”), each of them also referred to as a “Party”, and jointly referred to as the “Parties”. All services provided by LHIND are exclusively based on the terms and conditions of this Agreement. General Terms and Conditions of either Party shall not apply.

LHIND has developed the LHIND Staff Travel Management solution “myIDTravel”. The solution provides a web application with a controlled access for the employees of Letiště Praha. The solution allows the booking and listing of flights and the issuance of a Ticket Record for ID staff travel. Letiště Praha wishes to use (access) such standard solution and LHIND wishes to supply access to the solution. Changes to the solution Letiště Praha may require during the duration of this Agreement shall be ordered by separate change request.

## **2 Definitions**

**Administrators Access User**

Access to myIDTravel with privileges to configure settings for Letiště Praha within myIDTravel.

**Affiliate**

Affiliate means in relation to any entity, another entity that presently or in the future, directly or indirectly, whether by itself or through one or more intermediaries, controls, is controlled by or is under common control with, such first entity, where ‘control’ means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

**Availability**

This is the time in hours (or percentage) where LHIND shall provide operational services for Letiště Praha. It does not include the availability of systems that are not under the control of LHIND. These are for example GDS and Airlines ResAdapters but not limited to the aforementioned.

**Booking**

Each transaction performed through the LHIND Staff Travel Management solution which creates a PNR with a confirmed or waitlisted travel itinerary in the connected systems as defined.

#### Charged Coupons

Coupons which are charged with the according coupon fee.

#### Coupon

A Coupon is a portion of a Ticket Record valid for one segment of travel which is created using myIDTravel.

#### Cutover Date

Cutover Date is the date on which the myIDTravel implementation is being provided for Letiště Praha by Lufthansa Industry Solutions in the production environment for the first time.

#### Employing Airline

An airline that allows its employees to use myIDTravel for the purchase of Coupons.

#### Effective Date

Effective Date means the Effective Date stipulated in clause 1 of this Agreement.

#### Full Refund

A Full Refund is an automated refund of a complete electronic ticket or ticketless travel itinerary containing unused Coupons only.

#### Listing

Each transaction performed through the LHIND Staff Travel Management solution which creates a PNR with a stand-by travel itinerary in the connected systems as defined.

#### Master Access User

Access to myIDTravel with privileges to create bookings and issue tickets for any Beneficiary.

#### myIDTravel

“myIDTravel” is the product name of the LHIND Staff Travel Management solution. It allows the Booking and Listing of flights and the issuance of Ticket Records for ID staff travel.

#### Operating Time

This is the time that LHIND grants the solution to be available for the end user. This does not include planned downtimes.

#### Participating Airline

An Airline which acts as an Employing Airline and as a Transporting Airline.

#### Planned Down Time

This is the time the solution is not available for the end user. The Planned Down Times will be scheduled in advance in coordination with the Letiště Praha.

#### Reaction Time

This is the time between incoming notification of Letiště Praha and sending of outage information by email to the key users.

#### Recovery Time

This is the time between sending of outage information to Letiště Praha and the end of the respective system outage after the system recovery.

#### Service Level Agreement

This means an agreement as described in clause 3.6.

#### Service Time

This is the time the third level support is available for the airline key users via email.

#### Subsidiary

Subsidiary means in relation to an entity, another entity that presently or in the future, directly or indirectly, is controlled by such first entity, where ‘control’ means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the majority ownership of voting securities, by contract, as trustee or executor, or otherwise.

#### Ticket Record

A Ticket Record is either an electronic ticket, a paper ticket or a ticketless travel itinerary. It may consist of one or more Coupons.

#### Transporting Airline

An airline which allows employees of other airlines to create Coupons, Listings and Bookings using myIDTravel on its own flights.

### **3 Provision of Services**

#### **3.1 Access to myIDTravel**

LHIND provides to Letiště Praha the access to the LHIND Staff Travel Management solution “myIDTravel” from Cutover Date.

The solution provides a web application with a controlled access for the employees of Letiště Praha. The solution allows the booking and listing of flights and the issuance of a Ticket Record for ID staff travel.

Letiště Praha will only use myIDTravel as an employing company. As a consequence, it will not be possible to issue tickets on Letiště Praha ticket stock via myIDTravel, even if Letiště Praha should provide such.

The below listed work input by Lufthansa Industry Solutions for Letiště Praha is included in the scope of services of this Agreement. It includes the following tasks by Lufthansa Industry Solutions:

- Definition and exchange of responsibilities
- Granting access to available myIDTravel documentation
- Configuration of Administrator Access users and Master Access users
- Creation of Single-Sign-On Credentials (if applicable)
- Assistance with system configuration

Any additional work of LHIND requested by Letiště Praha, especially but not limited to the provision of support and consulting services, shall be agreed in a change request and will be subject to additional payments as stipulated in clause 7 of this Agreement.

#### **3.2 Description of functions of myIDTravel**

The functionalities and the services which will be made available in the LHIND Staff Travel Management solution “myIDTravel” are described in Appendix 1, Appendix 2 and Appendix 3.

The LHIND Staff Travel Management solution “myIDTravel” is a standard service of LHIND. LHIND is permitted at any time to alter or change the functionalities and the services upon its sole discretion and to maintain only such altered standard service.

Lufthansa Industry Solutions will inform Letiště Praha in time, if such changes occur; provided, however, that the altered standard service provides the key functionalities specified in this Agreement.

In case altered standard services do not meet Letiště Praha’s operational specifications agreed in this Agreement, LHIND and Letiště Praha will discuss mitigating measures acceptable to both Parties.

### **3.3 Application Operation and Maintenance**

LHIND provides maintenance services for the LHIND Staff Travel Management solution “myIDTravel” as part of the services.

The scope of the maintenance covers the LHIND Staff Travel Management solution as it is installed and is restricted to the latest release. The standard maintenance services provided by LHIND contain the following services:

- Provision of resources for the development of the Functional Description Requirements
- Analysis of errors, malfunctions, or defects of the products
- Assignment of incidents to specific categories (see clause 3.7)
- Elimination of errors and other defects according to the different problem resolution procedures for the different problem levels
- Installation of problem fixes and updates
- Co-ordination of maintenance services offered to Letiště Praha
- Technical and functional support
- Mailbox for key users and phone number for important contacts
- For the implementation of IATA/Industry requirements and changes Lufthansa Industry Solutions will provide a funding of 20,000 € per year for all myIDTravel customers combined. Any unused IATA-fund will be carried over to the next year. After the end of the fee table 31 March 2024 any unused fund will be foreclosed. For more clarity, the funding is not available for each individual customer but for the entire community and will be managed by the community of the myIDTravel customers. All other changes required by Letiště Praha or by the user community need to be agreed in the change request procedure as set out in chapter 6.

Additional services may be agreed by change request.

### **3.4 myIDTravel Add-Ons**

In order to fulfill Letiště Praha requirements, Lufthansa Industry Solutions will additionally provide the following functionalities available as standardized myIDTravel Add-Ons:

- not applicable

### **3.5 myIDTravel Customizations**

In order to fulfill Letiště Praha’s requirements, Lufthansa Industry Solutions will additionally provide the following functionalities available as customer specific customizations:

- not applicable

### 3.6 Service Levels

LHIND provides the following Service Levels for the LHIND Staff Travel Management solution “myIDTravel”.

Availability	
Operating Time	24/7 365 days p.a.
Availability within Operating Times	98.50% p.a.
max. Planned Down Time	4 hours per month
Service Times	On Working Days between 8:00 a.m. to 5:00 p.m., Frankfurt (Germany) local time. A Working Day is defined as Monday to Friday in Germany except public holidays as defined in Appendix 2.
Incident Management for Severity Level 1 Errors	
Reaction Time	see clause 3.7
Recovery Time	see clause 3.7

### 3.7 Incident categories

Severity Level 1 Error - Critical business impact (Total loss of service)	<p>Letiště Praha’s production use of the functionalities of the myIDTravel solution is stopped or so severely impacted (including, without limitation, errors which severely restrict the use of the solution or which corrupt Letiště Praha’s data, severe Software degradation and errors which halt important tasks required to meet with regular myIDTravel deadlines) that Letiště Praha cannot reasonably continue using the solution or it will incur a significant financial impact. The term “Severe Solution Degradation” means that the software is not functional any more at all. The result of this is a total loss of service.</p> <p><u>Reaction Time:</u> LHIND will respond to the notification within 1 hour.</p> <p><u>Recovery Time:</u> Depending on the incident resolution plan, Lufthansa Industry Solutions may be required to immediately begin work on the error in the solution and continue doing so until the error has been corrected or an acceptable workaround is achieved. The main priority shall be to recover use of the solution. Depending on the nature or root cause of the problem, Severity Level 1 problems’ resolution time is expected within 24 hours.</p>
Severity Level 2 Error - Significant business impact	<p>Functional defects which do not cause any material interference regarding the usability of the solution; the basic functionality is not affected; the solution still serves its purposes. The user can handle the defect with reasonable effort and does not have to invest any extraordinary effort. Defects of Severity Level 1 Errors are</p>



	considered as Severity Level 2 Errors if a reasonable workaround is available and the workaround has no significant financial impact for Letiště Praha.
Severity Level 3 Error - Some business impact	Important features of the solution are unavailable but a workaround is available, or less significant solution features are unavailable with no reasonable workaround.

### 3.8 Use Rights

LHIND grants to Letiště Praha only the right to use the functionalities provided and only for internal purposes of Letiště Praha. Letiště Praha shall not acquire any rights or licenses in the software employed by Lufthansa Industry Solutions in the provision of these services.

Lufthansa Industry Solutions agrees that the services provided under this Agreement can be used by Letiště Praha and any beneficiaries explicitly named in this Agreement (collectively "the Beneficiaries") provided always that (i) the Beneficiaries use such services for the benefit of Letiště Praha only; and (ii) such use shall terminate upon any termination of this Agreement; and (iii) the right of any Affiliate or Subsidiary named in this Agreement to use the services shall automatically terminate upon any such entity ceasing to be an Affiliate or Subsidiary of Letiště Praha. Letiště Praha shall remain ultimately responsible for the performance of any obligations under this Agreement.

A person who is not a party to this Agreement shall have no right to rely upon or enforce any term of this Agreement. No Party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party except for the aforesaid Beneficiaries.

## 4 Customer Obligations

This clause sets out Letiště Praha obligations to be performed by Letiště Praha so that the myIDTravel system and services can be delivered as per this Agreement.

- Initialization of the master data and ID agreements and ongoing maintenance thereof using the myIDTravel “ID Agreements” and “Master Data” modules.
- Support of technical and professional experts (“key users”) and provision of their contact data (email and phone number) for problem management during project and entire operation between Letiště Praha and LHIND.
- Initialization and maintenance of staff profiles for all employees using the “myIDTravel Staff Profile” module or implementation of the myIDTravel login interface.
- Technical and testing support during the user acceptance phase of myIDTravel including provision of test credit card.
- Letiště Praha warrants that any data requested from myIDTravel is necessary for the purposes of the legitimate interests pursued by Letiště Praha. Letiště Praha warrants that all data received from myIDTravel will be used in accordance with the European

General Data Protection Regulation. Letiště Praha will ensure that all data is used in a lawful, fair and transparent manner in relation to the data subjects.

If Letiště Praha does not fulfil its obligations hereunder completely, properly or in a timely manner, the time period for delivery of Lufthansa Industry Solutions services shall be appropriately extended accordingly and Letiště Praha shall reimburse Lufthansa Industry Solutions for all costs and expenses incurred due to such incompleteness, impropriety or delay. Lufthansa Industry Solutions shall provide reasonable documentation concerning the incurred costs and expenses.

Lufthansa Industry Solutions will use its best endeavors to mitigate cost and time impact of such incompleteness, impropriety or delay.

## **5 Acceptance**

LHIND will notify Letiště Praha if the Letiště Praha’s configuration of myIDTravel is ready for acceptance. Letiště Praha shall test the configuration of myIDTravel presented for conformity with this Agreement no later than within fifteen (15) calendar days.

Letiště Praha will declare acceptance to LHIND in writing upon successful completion of the acceptance test. The acceptance test will be deemed to have been completed successfully if no material deviations from the agreed specifications are identified.

If Letiště Praha identifies deviations from the work specifications during the acceptance test, Letiště Praha will inform LHIND of this in writing promptly. The notice shall contain a sufficiently concrete description of the deviation identified in order to enable LHIND to identify and correct the deviation. The correction of deviations requires that the identified deviations are reproducible by LHIND. Material deviations will be corrected within a reasonable period and the work will be subsequently presented to Letiště Praha for acceptance again; the further acceptance test shall be limited to verification that the deviations have been corrected. Non-material deviations will be documented as defects in writing in the acceptance protocol by Letiště Praha and corrected by LHIND as part of its on-going warranty obligation.

If acceptance is not declared for a reason other than due to a defect in accordance with the above clause, the Letiště Praha’s configuration of myIDTravel will be deemed accepted after expiration of the period of fifteen (15) calendar days specified above. In other cases, the Letiště Praha’s configuration of myIDTravel will always be deemed accepted as soon as Letiště Praha begins to use myIDTravel productively.

LHIND offers Letiště Praha support during the user acceptance test at the rates set in clause 7.2.

## **6 Change Requests**

All changes required by either Party have to be conducted by the procedure for changes to the services as defined in the following:

Either Party may propose changes to the services. The procedure for such proposals is agreed to be as follows:

LHIND will review a proposal for change by Letiště Praha and will notify Letiště Praha as to whether or not an extensive review of the proposal for change is required.

If an extensive review of the proposal for change is required, within a reasonable time LHIND will notify Letiště Praha of the expected length of time required and the compensation. Letiště Praha will issue or decline to issue the order for review within a reasonable time.

If no extensive review of the proposal for change is required, or once the ordered review has been completed, Lufthansa Industry Solutions will either

- notify Letiště Praha that Lufthansa Industry Solutions cannot implement the proposal for change within the scope of the services agreed upon, or
- issue a written offer for implementation of the changes (“offer for change”). The offer for change shall include, but not be limited to, the changes to the service specification and their effects on the service period, the planned schedule, and the compensation.

Within the acceptance period (commitment period) specified in the offer for change, Letiště Praha will either decline the offer for change or will declare its acceptance of the offer in writing or in another form to which the Parties agree.

Lufthansa Industry Solutions will own all rights of the developed functionalities which are described in any change requests related to this Agreement.

Proposals for change shall be addressed to the respective Party’s contact as set forth in clause 16.

## **7 Price and Payment**

### **7.1 Implementation & Setup Fee**

Lufthansa Industry Solutions will charge Letiště Praha a one-time fee of 6,500 EUR for the implementation and setup of myIDTravel. The included tasks are listed in clause 3.1.

This fee is payable at the date of signature of this Agreement.

### **7.2 Optional services**

Any work requested by Letiště Praha in addition to the services covered by this Agreement will be offered by Lufthansa Industry Solutions as a fixed price change request following the procedure stipulated in clause 6 of this Agreement.

At the request of Letiště Praha Lufthansa Industry Solutions will offer support on a time-and-material base at the following hourly rates:

- support, consulting services and project management: 126.00 EUR per hour
- development: 108.00 EUR per hour

Travel expenses will be charged additionally in both cases.

### **7.3 Payment Terms**

All payments shall be made in EURO. Lufthansa Industry Solutions shall be entitled to settle claims through the IATA Clearing House in accordance with its manual of regulations and procedures directly or via its holding company Deutsche Lufthansa Aktiengesellschaft, a German corporation having its principal place of business at Von-Gablenz-Straße 2 - 6, D - 50679 Köln, Federal Republic of Germany.

Alternatively, if invoicing via IATA Clearing House is not possible for any reason and after informing Letiště Praha in advance, Lufthansa Industry Solutions may invoice Letiště Praha directly (and Letiště Praha shall make any payments within thirty (30) days from date of invoice). Invoice items which are disputed by Letiště Praha in good faith following notice to Lufthansa Industry Solutions shall not be collected by Lufthansa Industry Solutions for a period of thirty (30) days after invoicing. In case the Parties do not settle the dispute within those thirty (30) days, Lufthansa Industry Solutions is entitled to collect fifty percent (50%) of the disputed amount of money as provisional payment via IATA Clearing House. Letiště Praha agrees to bring any disputes to the attention of Lufthansa Industry Solutions promptly. Letiště Praha shall then fall into arrears automatically and Lufthansa Industry Solutions shall be entitled to require default interests of eight (8) percentage points per annum on top of the base rate published by the European Central Bank (ECB). LHIND may also require that the redemption of service credits and other credits will be made in accordance with the IATA Clearing House manual.

Lufthansa Industry Solutions shall have the right to deny Letiště Praha the right to continued use of the service for the duration of any period in which Letiště Praha's payments are in arrears.

## **8 Taxes**

All prices are exclusive of any value added (VAT), withholding tax, import turnover tax, sales or turnover taxes. Letiště Praha shall pay any and all applicable value added, sales and use taxes, (except LHIND's income and corporate taxes) due under or in connection with this Agreement. In the event that Letiště Praha is obliged by law to withhold any taxes, fees or duties, the prices shall be automatically increased by such additional amounts as are required to ensure that the net amount received by LHIND, i.e. the amount after deduction or withholding of any such taxes, fees or duties, is equal to the amounts that would have been payable by Letiště Praha to LHIND had no such deduction or withholding been required.

## **9 Data Protection and Privacy**

### **9.1 General**

Letiště Praha (hereinafter also referred to as the “Data Controller”) wishes to provide the *LHIND Staff Travel Management solution “myIDTravel”* to its staff (as specified in clause 9.2b) below).

Consequently, Letiště Praha will transmit data which Letiště Praha has obtained from its staff (hereinafter referred to as “Personal Data” of “Data Subjects”) to Lufthansa Industry Solutions (hereinafter also referred to as the “Data Processor”) for the purpose of booking and listing of flights, the booking of hotel accommodations and the issuance of a Ticket Record for ID staff travel.

For achieving this purpose, Letiště Praha assigns Lufthansa Industry Solutions to, amongst others, store, edit or delete such Personal Data of Data Subjects, and to transmit it to airlines or carriers (hereinafter referred to as the “Processing”) on behalf of Letiště Praha.

Therefore, the Parties agree upon the following in context with the protection of Personal Data of Data Subjects:

### **9.2 Scope of Processing of Personal Data**

The Data Processor shall carry out the Processing of Personal Data on behalf of the Data Controller under the sole authority and responsibility of the Data Controller and the Data Processor shall act only on instructions from the Data Controller and in accordance with the terms set forth in this Agreement including its Appendices.

Thus, the Data Controller shall ensure that during the entire term of this Agreement the Processing of Personal Data, the transmission of Personal Data and the involvement of the Data Processor in the Processing of Personal Data on behalf of the Data Controller in context with Lufthansa Industry Solutions’ myIDTravel solution is permitted by law and/or the Processing has been approved by the Data Subject’s consent in regard of such Processing of Personal Data.

The Data Controller herewith confirms of being advised of the *myIDTravel solution’s privacy statement feature* which – if activated by the Data Controller at own costs and expenses - requires the Data Subject to give consent to the Processing of Personal Data through the

myIDTravel solution prior to its use. The Data Controller shall determine the content of such privacy statement.

The Data Controller shall further determine and set forth the following:

**a) The group of Data Subjects who’s Personal Data shall be processed under this Agreement:**

Employees, the employees’ family members, relatives or significant others according to the internal staff travel rules of Letiště Praha.

**b) Purpose of Processing of Personal Data:**

Booking, rebooking, listing and cancellation of flights and the issuance and refund of a Ticket Record for ID staff travel as well as myIDTravel reporting purposes.

**c) Scope of Processing of Personal Data:**

The scope of the Processing of Personal Data shall be exclusively set forth in this Agreement and its Appendices. In addition to the purpose and scope of Processing of Personal Data set forth in clause 9.2 above, the Data Controller and the Data Processor agree that the Data Processor shall be entitled to access and use Personal Data in context with the technical monitoring of the myIDTravel solution as well as the purpose of analysing, reproducing and solving problems and errors related to Letiště Praha users in myIDTravel. Further, if (i) the Data Controller and the Data Processor have agreed on changes to the myIDTravel solution and the Data Processor has agreed to develop and/or test such agreed changes, or (ii) the Data Processor is independently developing and testing changes, updates or new releases of the myIDTravel solution, the Data Processor shall be entitled to access and use Personal Data for these purposes, too.

### **9.3 Obligations of Data Processor**

The Data Processor shall always carry out the Processing of Personal Data in compliance with the technical and organizational measures for the protection of Personal Data maintained by the Data Processor which herewith are agreed and shall be considered as being appropriate and that are exclusively set forth in *Appendix 3 “myIDTravel\_Data Protection Measures”*.

The Data Processor shall impose obligations on any person acting under its authority who has access to Personal Data of the Data Controller stipulating the confidentiality of such Personal Data and that the Processing of such Personal Data shall always be carried out in accordance with the terms of this Agreement or the instructions from the Data Processor or the Data Controller.

The Data Processor shall be entitled to subcontract the Processing of the Data Controller’s Personal Data to IBM Deutschland Aviation Industry Services GmbH, Frankfurt/Main, Germany.

The Data Processor shall not subcontract the Processing of the Data Controller’s Personal Data to any additional subcontractor without prior written approval of the Data Controller; such approval shall not unreasonably withhold. Notwithstanding the foregoing, the Data Processor shall be entitled to involve and subcontract any company of the Lufthansa group, which

comprises all affiliates of Deutsche Lufthansa AG in the meaning of §§ 15 et seq. AktG, solely in context with the Processing of the Data Controller’s Personal Data and the monitoring, development and testing of the myIDTravel solution.

The responsibilities and obligations of Lufthansa Industry Solutions described in this clause 9 and in Appendix 3 in context with the protection of Personal Data shall commence upon Lufthansa Industry Solutions has received Personal Data from Letiště Praha or the Data Subjects and shall end upon Lufthansa Industry Solutions is transmitting the Personal Data to the carrier(s) or airline(s) to which the (i) booking, (ii) listing of flights and/or (iii) the issuance of a Ticket Record for ID staff travel, of the Data Subject refers to. For avoidance of doubt, such airlines or carriers receive Personal Data of Data Subjects for the airline’s or carrier’s purposes, e.g. to whether perform of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into such contract; thus, such airlines or carriers are no subcontractors or sub-processors of Lufthansa Industry Solutions under this Agreement and Lufthansa Industry Solutions shall have no responsibilities for acts or omissions of any kind of such.

#### **9.4 Instructions of Data Controller**

The Data Processor shall observe the instructions from the Data Controller with regard to the Processing of Personal Data. The Data Processor shall have no responsibility for any type of damage, loss, non-performance, delay, penalties, charges or fees caused by or arising out of the execution of instructions from the Data Controller, unless the Data Processor has not carried out the Data Controller’s instruction properly. Notwithstanding the foregoing the Data Processor shall give advice to the Data Controller if the Data Processor has reason to believe that instructions from the Data Controller infringe data protection laws. In such event, the Data Processor shall not carry out such instructions until the Data Controller has confirmed in writing to carry out such objected instructions anyway.

For avoidance of doubt, the right of the Data Controller to instruct the Data Processor in regard of the Processing of Personal Data shall not entitle the Data Controller to unilaterally request changes to this Agreement and or its Appendices without the Data Processor’s written approval or to request changes to this Agreement free of charge.

#### **9.5 Supervisory and Audits**

The Data Processor confirms that a data protection officer has been assigned for reviewing and supervising the Processing of Personal Data.

Upon notice, the Data Processor shall immediately notify the Data Controller if Personal Data of the Data Controller has been processed unlawfully, lost or if such data has been accessed by unauthorized persons.

The Data Controller shall be entitled to conduct audits at its own costs and expenses once a year for the purpose of verifying that the Data Processor complies with the data protection requirements as set forth in this Agreement and in the Appendix 3 “*myIDTravel\_Data Protection Measures*”. The schedule of such audits shall be mutually agreed between the Data Controller and the Data Processor and shall be conducted in a reasonable manner. The Data Processor shall appropriately support such audits and will be reimbursed for those efforts by Letiště Praha.

## 9.6 Term and Termination

The agreements on data protection made in this Agreement and the *Appendix 3 “myIDTravel\_Data Protection Measures”* shall become effective upon the Effective Date of this Agreement and shall terminate upon termination of this Agreement.

Upon termination of this Agreement, the Data Processor shall delete all Personal Data of the Data Controller unless applicable law requires the storage of Personal Data.

## 9.7 Indemnification and Liability

In the event the Data Processor incurs any kind of loss or damage, claims of third parties, in particular but not limited to Data Subjects, costs, fees, fines or penalties (“Loss”), the Data Controller shall defend, indemnify and hold harmless the Data Processor to the full extent respectively if such Loss is subject to the Processing of Personal Data on behalf of the Data Controller was or is prohibited by law or was or is not approved by a Data Subject.

In all other events either Party’s liability or indemnification obligation to the other shall be subject to the Liability Clause in this Agreement.

## 10 Confidentiality

The Parties agree to treat documents, information and data to which they were provided access or which came to their attention due to their cooperation or incidentally as confidential and to safeguard them against unauthorized access during and after the term of this Agreement. This also applies to the terms of this Agreement.

The Parties will also require all persons or entities that are entrusted with performing obligations under this Agreement or that receive information relating to this Agreement to comply with non-disclosure obligations they have agreed to fulfill. The Parties may transfer information - with the exception of personal data (particularly customer data of the recipient of the deliverables) - to entities within their group in case this is necessary for operational purposes and the confidentiality with respect to external third parties is preserved.

Information is excluded from this confidentiality agreement if it

- is publicly available, was already known to the Parties, or was already made public before this Agreement entered into force; or
- was developed independently of this Agreement and autonomously by one Party without knowledge or use of the other Party’s similar information; or
- was revealed by a third party without violation of the third party’s obligation to maintain confidentiality; or
- must be revealed due to statutory regulations or orders issued by governmental authorities; or
- is revealed to persons professionally obligated to maintain confidentiality.

## 11 Warranty



Any services provided under this Agreement shall be performed with reasonable skill and care and diligence in a good and workmanlike manner and all of LHIND's personnel engaged in fulfilling its obligations under this Agreement shall possess sufficient qualifications and professional competency and experience to carry out such services in accordance with the foregoing standards.

Letiště Praha's sole and exclusive remedies for any damages or loss in any way connected with the services furnished by LHIND, whether due to LHIND's negligence or breach of any other duty, shall be, at LHIND's option: (i) to bring the performance of the services into substantial compliance with the functional specifications; (ii) re-performance of services; or (iii) return of an appropriate portion of any payment made by Letiště Praha with respect to the applicable portion of the services.

The remedies set forth in connection with the Service Level Agreement shall be Letiště Praha's sole and exclusive remedies for LHIND's failure to meet the agreed Service Levels.

LHIND shall not be liable for damages arising from defects of the services that have already been existing at the time of conclusion of this Agreement without fault.

If in the review of an alleged breach of warranty it is shown that, in the reasonable opinion of LHIND and Letiště Praha, there has been no warranty case as provided in this clause, Letiště Praha shall pay to LHIND all reasonable costs incurred in connection with the review and the correction.

## **12 Liability**

LHIND shall be liable exclusively for damages demonstrably caused by intentional (vorsätzlich) or grossly negligent (grob fahrlässig) acts or omissions.

In all cases of gross negligence, LHIND's liability shall be limited to thirty percent (30%) of the annual contract value of this Agreement per contract year.

LHIND shall not be liable for financial loss, indirect or consequential damages. LHIND shall in particular not be liable for loss of profit, unrealised savings, loss of production, service interruption, data and information loss and loss of interest or infringement of third party rights and consequential damages thereof.

All claims for compensatory damages expire within one (1) year after the harmed Party became aware or would have been able to be aware of the damage.

The limitations on liability in accordance with this clause apply to all of the liability claims arising in connection with the Agreement regardless of the legal grounds. Excluded from this limitation are circumstances that constitute mandatory statutory liability (e.g., according to the German Product Liability Act (“Produkthaftungsgesetz”)).

## **13 Protected Rights of Third Parties**

Lufthansa Industry Solutions undertakes that the services do not infringe any intellectual property rights of third parties in the United States or the European Union and will defend, hold harmless and indemnify Letiště Praha from and against all claims, losses, liabilities and damages made in connection with intellectually property infringements of such services in the United States or the European Union. Lufthansa Industry Solutions shall have no liability for and shall not defend, hold harmless or indemnify Letiště Praha from and against any claims, losses, liabilities and damages that arise from Letiště Praha's:

- copying or use of any services contrary to the terms of this Agreement;
- combination of services with any other software, materials or services not provided by or on behalf of Lufthansa Industry Solutions;
- adaptation or modification of any services; or
- use of the services in a manner not permitted or contemplated by this Agreement.

In case the services cannot be commercially utilized because of a binding court decision, or if, in the reasonable opinion of Lufthansa Industry Solutions, a lawsuit because of infringement of a protected right is imminent, Lufthansa Industry Solutions shall promptly, at its own discretion and expense, take any one of the following measures:

- Procure for Letiště Praha the right to continue using the services delivered pursuant to this Agreement;
- Modify the services in such a way as to render it harmless provided that such modification does not adversely affect the operation of Letiště Praha or its requirements pursuant to the terms contained herein;
- Terminate this Agreement and return to Letiště Praha any payments received under this Agreement, with reasonable deduction for benefits enjoyed by Letiště Praha by utilising the applicable services. The provisions of this clause may, however, be effected only if Lufthansa Industry Solutions has used reasonable efforts to procure the remedies listed in the clauses above and that such procurement has failed.

In the event that Lufthansa Industry Solutions exercises the right to modify the services, such modifications shall be subject to Letiště Praha's prior written consent, which may not be unreasonably withheld, and renewed acceptance test.

Letiště Praha undertakes to notify in writing Lufthansa Industry Solutions without delay, of any such claims made and to reasonably assist Lufthansa Industry Solutions (at Lufthansa Industry Solutions' cost) in defending such claims, including but not limited to supply of complete and accurate information. The choice of defensive action to be taken and out of court settlements rests with Lufthansa Industry Solutions.

Any liability of Lufthansa Industry Solutions relating to the infringement of any intellectual property rights by third parties is expressly excluded. Notwithstanding the foregoing, in the case of third party products incorporated in the services of Lufthansa Industry Solutions with Letiště Praha's approval Lufthansa Industry Solutions shall only be obliged at Lufthansa Industry Solutions' sole discretion to exercise any rights with regard of third party rights infringement on behalf of Letiště Praha or – insofar as legally possible – assign such rights to Letiště Praha.

This clause 13 states Letiště Praha's sole and exclusive remedy and Lufthansa Industry Solutions sole and exclusive liability regarding infringement or misappropriation of any intellectual property rights of a third party.

## **14 Force Majeure**

Neither Party shall be liable for delayed fulfilment or non-fulfilment of its obligations in the event of force majeure, e.g. war, civil unrest, natural disasters or fire, sabotage, epidemics, quarantines, governmental measures, strikes, lock-outs or similar events.

Also considered cases of force majeure are attacks on IT systems from outside that cannot be prevented with technically and economically reasonable efforts in accordance with the state of technology and that impair the functioning of the affected IT system not only insubstantially.

## **15 Term**

This Agreement shall enter into force upon Effective Date and shall remain in force for an unlimited period unless terminated in accordance with its provisions. It may be terminated by either Party upon at least twelve (12) months prior written notice. No such notice may be served prior to sixty (60) months after Cutover Date (“Minimum Term”).

LHIND and Letiště Praha agree and acknowledge that the services which commenced before the signing of this Agreement shall be subject to the terms and conditions of this Agreement.

### **15.1 Termination for Convenience**

a) This Agreement may be terminated for convenience by either Party upon at least twelve (12) months prior written notice after the Minimum Term of 60 months.

b) In case Letiště Praha terminates in accordance with clause 15.1 a) above within the Minimum Term of 60 months, all accruing residual costs will be borne by Letiště Praha.

### **15.2 Termination for Cause**

Any termination of the Agreement under this clause will be without prejudice to any other rights or remedies of either Party under this Agreement and will not affect any rights or liabilities of either Party accrued as of the date of termination.

This Agreement may be terminated for cause:

- by the serving of immediate notice (or less if mutually agreed) by LHIND if Letiště Praha fails to make payment in accordance with clause 7. Such notice may only be served upon the second reminder. Each reminder will provide for a minimum period of ten (10) working days for receipt of payment;
- by serving of six (6) months’ notice (or less if mutually agreed) by either Party if the other Party is in material breach of any of its material obligations under this Agreement and fails to remedy the breach within a period of thirty (30) working days after written notice by the other Party;
- by serving of immediate notice by either Party if the other Party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of immediate bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, or is otherwise involved in a proceeding concerning itself under a applicable bankruptcy and insolvency Act; or

- by either Party, if such termination is permitted otherwise pursuant to the terms of this Agreement.

If LHIND becomes contractually entitled and decides to terminate this Agreement according to this clause any sums then due to LHIND will immediately become payable in full upon termination.

## 16 Contacts

Each Party has appointed the following person acting as a contact regarding technical questions:

For LHIND:  
Tel.:  
Email:

[REDACTED]

For Letiště Praha:  
Tel.:  
Email:

[REDACTED]

Each Party has appointed the following general contact:

For LHIND:  
Tel.:  
Email:

[REDACTED]

For Letiště Praha:  
Tel.:  
Email:

[REDACTED]

Wherever under this Agreement a party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by fax, (as appropriate) recognized express courier service or certified, registered, or first class mail. Any such notice shall be deemed given when actually received when so delivered personally (upon delivery or upon refusal on presentation), by fax (provided the addressee does not within 24 hours notify the sender that it has been transmitted illegibly or incorrectly) or express courier, or if mailed, on the 5th day after its mailing, postage prepaid to the recipient party addressed as follows:

For LHIND:  
Tel.:  
Email:

[REDACTED]

For Letiště Praha:

[REDACTED]

Tel.: [REDACTED]  
Email: [REDACTED]

LHIND will send any invoices to the following contact:

For Letiště Praha: [REDACTED]  
Address: \_\_\_\_\_

Tel.: [REDACTED]  
Invoice Inbox: [REDACTED]  
(no personal email)

Any Party may change its address for notices upon giving ten (10) calendar days' prior notice of the change to the other parties in the manner provided in this clause.

## **17 Governing Law / Place of Jurisdiction**

This Agreement shall be governed by, and construed in accordance with the laws of Germany without giving effect to the conflict of laws rules thereof or the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG).

If the English legal meaning differs from the German legal meaning of this Agreement and its terms, the German meaning shall prevail.

Place of jurisdiction shall exclusively be Frankfurt am Main, Germany.

## **18 Assignment**

The Parties are not permitted to assign or transfer the rights and obligations arising from this Agreement to third parties without the other Party's prior written approval. The approval may only be denied for good cause. Lufthansa Industry Solutions' affiliates with the meaning of Sections 15 et seq. of the German Stock Companies Act (Aktiengesetz) are not considered being third parties.

## **19 Export Control Laws**

Letiště Praha will retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties.

Letiště Praha shall comply at all times with the United Nations resolutions against terrorism and shall not make available, directly or indirectly, any economic resources or funds to such persons, groups or legal entities.

Letiště Praha shall comply with all German and European export laws and regulations.

To the extent that any goods and services are subject to the export control laws of the United States of America, Letiště Praha shall also comply with any applicable U.S. export control laws and regulations and duly respect any existing export restrictions with respect to the export or re-export of U.S. origin goods, software, services and/or technical data, or the direct product.

## **20 Alterations to the Agreements**

Alterations to any of the terms of this Agreement have to be made in writing. This also applies to the waiver of this requirement of the written form.

## **21 Waiver**

No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of contractual terms will be deemed to be a waiver of any other right or later breach.

## **22 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matters contemplated therein.

## **23 Partial Nullity**

In the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired. The provisions shall be substituted by one or several provisions, which, to the greatest extent possible, shall reflect the economic objectives, meaning and intention of the Parties.

## **24 English Language**

The Parties agree that, except where stipulated otherwise in this Agreement, all communications whether oral, written or pictorial shall be in English Language, including without limitation, the services.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement.

**Duly authorized for and on behalf of**

**Lufthansa Industry Solutions BS  
GmbH**

**Letiště Praha, a. s.**

**SIGNATURE: \_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Name: [REDACTED]**

**Name: [REDACTED]**

**Title: Managing Director  
Lufthansa Industry Solutions**

**Title: Chairman of the  
Board of Directors**

**SIGNATURE: i.V. \_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Name: [REDACTED]**

**Name: [REDACTED]**

**Title: Senior Director  
Staff Travel Solutions**

**Title: Member of the  
Board of Directors**