

SOFTWARE MAINTENANCE AGREEMENT

Between INFORM and Letiště Praha, a. s.

Version Nr.: 001_1st June 2023

Proprietary Notice: "This document and its content is the absolute property of INFORM GmbH and/or its subcontractors. The reproduction, distribution and utilization of this document as well as the communication of its content to others without authorization granted by INFORM GmbH is prohibited. Offenders will be held liable for the payment of damages. All rights reserved in the event of the grant of a patent, utility model or design."



GroundStar Maintenance Agreement INFORM – Letiště Praha, a. s.

This Agreement (hereinafter only as “**Agreement**”) is made
by and between

INFORM Institut für Operations Research und Management GmbH

Registered office: Pascalstr. 35, 52076 Aachen, Germany

Company identification No: HRB 1144

VAT No: DE 123 599 767

CR incorporation: Amtsgericht Aachen

(hereinafter referred to as ‘**INFORM**’ or ‘**Contractor**’)

and

Letiště Praha, a. s.

Registered office: K letišti 1019/6, Ruzyně, 161 00 Praha 6

Company identification No.: 28244532

VAT No: CZ699003361

CR incorporation: Municipal Court in Prague, Section B, Insert 14003

Represented by: Ing. Jiří Pos, Chairman of the Board of Directors and Ing. Pavel Východský, Member of the Board of Directors

(hereinafter referred to as ‘**Customer**’)

each hereinafter also referred to as “**Party**” and collectively as “**Parties**”

WHEREAS INFORM is the owner of the rights of the GroundStar software suite; and

WHEREAS Customer has acquired licenses for certain systems and modules of the GroundStar software suite and Customer desires to obtain maintenance and other services, and INFORM desires to grant such services on the terms and conditions specified herein;

WHEREAS this Agreement supersedes the previous maintenance and support agreements for RMS and Rostering for Security and will commence on 1th June, 2023.

Customer Agreement reference number:
0227009260

Contractor Agreement reference number:



NOW THEREFORE, the Parties hereto agree as follows:

1 Base / Definitions

- (1) This Agreement is made with reference to the
- Statement of Work for the supply of **RMS**, dated 03.08.2012 (Customers Ref. No. 012400050)
 - Amendment No.4 to the Software license and implementation agreement, Client's Ref. No. 2005/00334/4, INFORM's Ref. No. 31 03 018, dated 20.01. 2014, **Airport Security**
 - **GS RealTime Upgrades & GS mobility Implementation**, Proposal no.: 20-3-1351-2OT (customer ref. No. 0122002617/P1), dated 09.06.2021

(hereinafter referred to as the '**License Agreements**') by which Customer acquired the licenses for the use of the GroundStar software currently delivered to the Customer. The right to use of Software delivered under this Agreement, or a Partial Agreement under this Agreement shall be granted by INFORM to the Customer on the same terms and conditions as defined in the above-mentioned License Agreements.

- (2) Words with capital initials are defined in this Agreement as follows:

Annual Maintenance Fee	means the annual fee specified as per Appendix 1 Clause 1.1.
Bug-fix Version	means a new Software version with which a reported bug will be repaired.
Continuous Upgrades	means regular mandatory Upgrades for the Software Modules marked in Appendix 1. If not otherwise agreed such Upgrades are mutually scheduled once a year, generally it would be planned between January and March.
Customer's Controlled Entity	means a legal entity controlled by the Customer within the meaning of the Act No. 90/2012 Coll., on Commercial Corporations and Cooperatives, for the period when such legal person is controlled by the Customer and/or a company in which the Customer has direct or indirect shares.
Customer's Software Environment	means the software and hardware owned by the Customer which is needed as the basis for the installation and operation of the Software specified in the Appendix 1 Clause 1 (including but not limited to operating system, database, third party software, and remote data transmission software).
Defect	means (i) any deviation of the Software from the standard functionality and behavior described in the Software Documentation, that is caused in the Software delivered by INFORM and which has a negative impact on the operation of the Software, or (ii) any discrepancy between the current functionality and behavior of the Software and the functionality and behavior defined in the Software Documentation.
Information	means all information, data, intellectual property, know-how and trade secrets in whatever form, provided by or on behalf of one Party to the other, including but not limited to



information relating to the Parties' businesses, operations, finances, planning, facilities, products, techniques, and processes.

Issue	means either a problem (potential Defect), a Request or a question.
Intellectual Property Rights	mean all patents, copyrights, rights to utility designs, trademarks, trade names and commercial names, protected designation of origin, rights related to copyrights, special rights of database makers, trade secret, know-how and any other intellectual property rights of any character (whether or not registered), including any registration applications and exclusive rights to register for protection anything from the aforesaid rights at any place in the world.
JIRA	means the Issue and Defect tracking tool used by and provided by INFORM.
Maintenance Release	means corrections and minor Software Changes to the Customer's current version of the Software.
Office Hours	mean INFORM's office hours as further detailed in Clause 4.10 (1).
Order	means the Customer's formal order of INFORM's Proposal.
Ordered Work	means requested and ordered Software Changes or other Services specified in this Agreement which are requested by the Customer under this Agreement (such as Additional Services, Optional Services) in accordance with Clause 4.11.
Partial Agreement	has the meaning as described in Clause 4.11.
Price for Ordered Work	means the amount set forth in accordance with Appendix 1, Appendix 5 and as specified within a Partial Agreement for Ordered Work.
Production Instance	means the part of the System that is in operational use, as opposed to, for example, test environment. It consists of one single executable, one single set of configuration files, and one single database instance.
Proposal	means INFORM's proposal to Customer as further described in Clause 4.11 (2) of this Agreement.
Request	means Customer's request for Software Changes or other Services specified in this Agreement which are requested by the Customer under this Agreement (such as Additional Services, Optional Services).
Services	means the services as specified and referred in Article 4 of this Agreement.
Service Hours	mean INFORM's Office Hours or extensions as specified in Clause 4.10 (2).



Software	means the software, interfaces, and related material delivered by INFORM and detailed in Appendix 1 and / or Partial Agreement, if applicable.
Software Module	means the module of the Standard Version of the software as listed in Appendix 1, including the administrator tools.
Software Change	means any addition, deletion, modification, upgrade or other change to the Software.
Software Documentation	means the documentation supplied by INFORM together with the Software.
Support Fee	means the monthly payable fee which is 1/12 of the Annual Maintenance Fee.
System	means the combination of Customer's Software Environment and the Software.
Standard Version	means the version of the Software offered by INFORM that is released on a regular basis potentially including new functionality and/or new technology. It is the basis for installations at Customer, adaptable to specific Customer requirements through configuration and parameterization, and does not include any Customer-specific developments.
Upgrade	means the latest Standard Version adapted to specific Customer requirements through configuration, parameterization, modeling and developments.
Verification Operation	means a period of 14 (fourteen) working days from the commencement of the Verification Operation (see clause 4.8 (1) a)-b)), during which the Software Change is tested, and the properties of the Software Change are verified with test and / or actual data and testing its functionality described in the Software Documentation, in accordance with the Clause 4.8 hereof.
Warranty Period	means the Warranty Period with respect to Software Warranty for Software Changes specified in this Agreement as per Clause 5.2 and/or in the Partial Agreements.

- (3) The subject matter of this Agreement is:
- a) obligation of INFORM for the maintenance and support of the Software to ensure its continuous operation and functioning;
 - b) obligation of INFORM to provide on the basis of the Partial Agreement(s) Software Changes and other Services under this Agreement (e.g. Additional Services, Optional Services);
 - c) and obligation of the Customer for cooperation and payment for the provided Services by INFORM.
- The foregoing obligations shall be performed under and subject to the terms and conditions determined in this Agreement.



2 Order of Precedence

- (1) This Agreement consists of the following documents:
 - a) This Agreement
 - b) Appendix 1: Prices and Software License
 - c) Appendix 2: Customer Obligations
 - d) Appendix 3: Security Requirements
 - e) Appendix 4: Service Level Agreement (SLA)
 - f) Appendix 5: Optional Services
 - g) Appendix 6: Service Rebates
 - h) Appendix 7: System Availability
 - i) Appendix 8: Escalation Path
 - j) Appendix 9: Rules for providing Remote Access VPN
- (2) All Appendices to this Agreement shall form an integral part of this Agreement. In the event of any conflict between or among the terms of such Appendices itself or between the terms of such Appendices and the terms and conditions of the main body of this Agreement, the foregoing order of precedence shall apply.

3 Software

- (1) INFORM shall provide Services as set out in this Agreement for the Software including core systems, application packages, integration packages, extension packages, software solutions and Software enhancements licensed by Customer as defined in Appendix 1.
- (2) Unless otherwise agreed between the Parties in Appendix 1, such Services shall be provided by INFORM for production instances only or as far as required by future Ordered Work and through a single point of contact within the Customer's organization, unless Customer has chosen the Option "Support of Additional Instances".

4 Services

4.1 Scope of Service

INFORM shall maintain the Software by providing Services as described in the following and/or in any option chosen by the Customer to Customer's support teams (first level support) as described in Clause 4.2 via a single point of contact within Customer's team.

4.2 Pre-Requisites

Customer shall provide the first level of technical and functional support for Issues raised by the users of the Software. Furthermore, Customer shall provide, free of charge to INFORM and in a timely manner, the equipment and services as detailed in Appendix 2. Such equipment and services are pre-requisites for INFORM to fulfil its obligations under this Agreement.

4.3 Investigation of Issues and Removing of Defects

- (1) Customer shall report Issues to INFORM in the manner that is detailed in Clause 3 of Appendix 4. Customer shall do the initial classification of the respective Issue according to the description of the Severity Levels in Clause 4 of Appendix 4.
- (2) INFORM will confirm receipt of Issues reported and entered into JIRA by Customer. An Issue identification number will be allocated to the Issue in JIRA, where the complete history of processing of the Issue and the current status of progress will be administered and saved.



- (3) INFORM shall then investigate the reported Issue. In case a deviation as described in the definition of “Defect” is reported, INFORM shall accept the reported Issue as a Defect, unless proved after the investigation by INFORM that the reported Issue is not a “Defect”. In such case INFORM will either request further details and/or data, inform Customer about correct behavior of the Software and/or provide another solution which can be an acceptable workaround, an instruction how to solve the Issue or similar information. In any case Parties shall mutually agree on final classification of the reported Issue/Defect. In case of any disagreements, Parties shall use the escalation procedure according to the Appendix 8.
- (4) INFORM shall repair all accepted Defects in the Software or restore the System (restoring of the System is meant in such a way that the System can be used again) within the timeframe defined in the Service Levels described in Appendix 4 attached hereto. For Software Modules with Continuous Upgrades, bugs of Severity Level C which require code changes will be fixed within the next scheduled Upgrade as per conditions in Clause 4.7. INFORM will test and provide to Customer Bug-fix Versions free of charge either directly or per download server.
- (5) INFORM shall repair Defects only in the latest Software version delivered to the Customer.
- (6) Unless the Software is hosted by INFORM, Customer shall notify INFORM if and when a Bug-fix Version and/or Maintenance Release has been moved by Customer to the Production Instance.
- (7) Notwithstanding the above and notwithstanding the provisions in par. 5, INFORM will remove Defects in the Customer’s current Software version only for the period defined for each Software Module in Appendix 1. For Software Modules with Continuous Upgrades INFORM will remove Defects in the Customer’s current Software only until a new Upgrade is delivered.
- (8) In case Customer needs a cooperation with INFORM for the further analysis of Issues, INFORM will provide such services free of charge. To avoid any doubts, it is stated that the remuneration for the provision of such cooperation shall be included in the Support Fee and/or if applicable, in the Price for Ordered Work.

4.4 Support Services

- (1) In case Customer’s support teams are not able to resolve Issues (which are no Defects) that are inherent and directly related to the Software, INFORM shall provide, upon the Customer’s request, telephone and/or email assistance in resolving those Issues in order to ensure that the affected Software operate as described in the Software Documentation. These Issues may relate to user errors, misunderstandings, corrupted data, or other problems directly related to the Software. Such assistance by INFORM is limited to Issues related to instances and modeling for which support Services are contracted herein, that have not been changed without INFORM’s approval and are subject to Customer’s trained personnel reporting the Issue.
- (2) These Issues, which are not Defects, will be administered in JIRA in the same way as Defects are, but they will not be subject to Service Level Agreement as defined in Appendix 4. Support Services shall be included in the Support Fee.

4.5 Additional Services

- (1) INFORM offers its assistance in the following cases:



- a) Investigation of and resolving problems where the nature of the problem is attributable to circumstances outside INFORM's responsibility (including, but not limited to: database adjustments or security, defective computer or telecommunications hardware, power failures, defective and/or outdated software components that were not supplied by INFORM, defective communication lines, incorrect or bad Customer data) or remains unknown.
 - b) Installation by INFORM of Bug-fix Version and/or Maintenance Releases in test environment remotely or at Customer's site, if not agreed otherwise in Appendix 5.
 - c) Planned installations outside defined Office Hours, if not agreed otherwise in this Agreement.
 - d) In case the statistical data in the System's database are neither checked nor used by Customer for reporting or data transfer purposes at least on a monthly basis, INFORM shall, on a time and material basis, complete and correct such statistical data for a maximum period of four (4) months prior to the Customer reporting the failure that causes the inconsistent data.
 - e) Investigation of the compatibility or adaptability of the Software to new versions of the software environment which the Customer is responsible for.
 - f) provision of professional consultations related to Software and/or Software Change(s),
 - g) provision of an additional training related to Software and/or Software Change(s).
- (2) The assistance described in this Clause 4.5 is hereinafter referred to as "**Additional Services**".
 - (3) Customer shall compensate INFORM for all work and travel times for the Additional Services at the daily rates specified in Appendix 1, as well as for any related expenses as quoted in Appendix 1.

4.6 Adaptation of Software to Changes in Customer Software Environment

- (1) Upon Customer's request, INFORM shall investigate if the Software is compatible or adaptable to new versions of components of the software environment which the Customer is responsible for. Such investigation shall be included in the Support Fee for INFORM's latest Standard Version. A possible adaptation of the Software shall be warranted only for those operating and database systems that are accepted as standard and supported as such by INFORM.
- (2) Any actual necessary adaptation of the Software has to be ordered in accordance with Clause 4.11 and the Customer shall pay to INFORM the Price for Ordered Work. Customer shall bear any reasonably spent costs (at cost price without any surcharges) related to the necessary acquisition of third-party licenses, certificates, or services, for Customer-specific adaptations of the Standard Version of the Software, and to on-site installation and tests, if any of these were required. In case a Maintenance Release being able to deal with changed Customer's Software Environment would be available, such Maintenance Release shall be delivered free of charge to Customer. The decision to deliver either a Standard Version of the Software or a Maintenance Release shall be at INFORM's sole discretion. For Software Modules with Continuous Upgrades the foregoing two sentence shall read as follows: In case an Upgrade is appropriate to deal with changes in the Customer's Software Environment, such Upgrade shall be delivered to the Customer as per the conditions in Clause 4.7.
- (3) For the avoidance of any doubt, in the event the change as per this Clause 4.6 is a Software Change, all agreed conditions for Software Changes shall apply.



4.7 Provision of Upgrades

- (1) For Software Modules without Continuous Upgrade and provided that an uninterrupted Software Maintenance Agreement between Customer and INFORM exists, Customer may request an Upgrade at Price for Ordered Work. The Upgrade will comprise the update of the Software Documentation as well.
- (2) For Software Modules with Continuous Upgrades, regular Upgrades are provided automatically by INFORM to the Customer at agreed timings and the costs for the technical migration of the Software to the latest Standard Version are included in Annual Maintenance Fee(s) as stated in this Agreement. These include the costs for the technical migration of the existing Customer-specific developments, modelling, configuration and/or necessary adaptations to install and integrate the Software into the existing Customer's Software Environment. Service costs as training, go-live support or other activities that are needed in order to establish the usage of the Upgrade are not included and may be ordered as Additional Services. Deliveries of further Upgrades may be provided against an additional fee (e.g. because of urgent Requests or bug fixes) as per Clause 4.7 (1) if they are required in addition to the regular scheduled deliveries.
- (3) For licensed Software Modules additional License Fees are waived in connection with the respective Upgrade and Continuous Upgrade.
- (4) In case an Upgrade becomes reasonably necessary to INFORM, INFORM shall have the right to provide the Upgrade at no cost to Customer and Customer shall then be obliged to use such Upgrade, the delivery is subject of acceptance by the Customer.
- (5) Before an Upgrade will be provided, the Customer has to provide current data that is used for testing of the Upgrade.
- (6) Both Parties shall agree upon the Customer specific bug fixes and Requests that will be included within the delivery of an Upgrade. A freeze period shall apply for new Requests as well as for new Severity C Defects. These respective freeze periods may differ in time and therefore must be agreed upon and considered by both Parties. Code changes are no longer possible in the last two (2) weeks before delivery.
- (7) The current status of Software which is in productive use at the Customer (meaning master data, modeling, configuration) will be migrated to the new Standard Version two (2) weeks before the delivery of the Upgrade. After the start of this period no further changes to the data modelling and configuration shall be conducted by the Customer. Should such changes be necessary, these changes must be reported to INFORM without undue delay, as otherwise such changes will be overwritten upon delivery of the Upgrade.
- (8) Customer shall test the Upgrade after delivery within an agreed upon test period. All Defects which prevent a productive use of the Upgrade (Severity Level Critical or A) will be corrected, bundled and delivered not later than two (2) weeks after the end of the test period. Defects with Severity Level C will be corrected in the next regular Upgrade. Defects with Severity Level B will be corrected, bundled and delivered not later than eight (8) weeks after the end of the test period.
- (9) Customer shall take the delivered Software into productive use latest one (1) month after delivery unless otherwise agreed. For the avoidance of any doubt, in the event the Upgrade as per this Clause 4.7 is a Software Change, all agreed conditions for Software Changes shall apply.



4.8 Acceptance of Software Changes

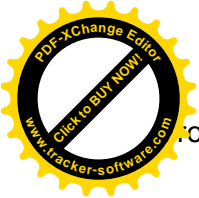
- (1) Parties hereby agree on the following specific conditions for the acceptance of Software Changes, if applicable:
 - a) After the Software Change is completed, INFORM will hand over the updated Software Documentation, which, according to INFORM's discretion, may also consist of a release note only, to the Customer and invite the Customer in writing to start the Verification Operation. The time for the commencement of the Verification Operation is five (5) working days from INFORM's invitation, unless agreed otherwise between the Parties. Should the Software Change include an implementation, INFORM will complete it no later than on the date preceding the start of the Verification Operation.
 - b) If the Customer does not commence the Verification Operation and does not do so within an additional period of three (3) working days from the INFORM's repeated call, the Verification Operation shall be deemed completed and the Software Change shall be recognized as free of Defects with the expiration of the aforementioned Verification Operation period. The Software Change shall also be deemed accepted by the Customer if and when the Customer starts to use it for productive purposes.
 - c) The Customer shall provide INFORM with information about the result of the completed Verification Operation.
 - d) If it is demonstrated during the Verification Operation that the number of Defects as categorized and specified in Clause 4 of Appendix 4 does not exceed the following values:

Critical Incident/A	0,
B	0,
C	5,

INFORM may invite the Customer to accept the Software Change and the Customer shall accept such Software Change.
 - e) In the event that the protocol on performed Verification Operation indicates that the Software Change does not meet the criteria stipulated in previous point d), INFORM is obligated to remove the identified Defects and following their removal to invite the Customer to start the Verification Operation; this Clause 4.8 par. 1 hereof will apply mutatis mutandis. The process of testing and subsequent removal of Defects will be repeated until INFORM meets the acceptance criteria stipulated in previous point d) hereof however, this process will not to be repeated more than five times.
 - f) In the event that the protocol on performed Verification Operation indicates that the Software Change does not meet the criteria stipulated in point d) hereof even after the fifth repetition of the process according to this Clause 4.8 par. 1 hereof, the Customer is entitled to withdraw from the Partial Agreement. In such a case, INFORM is not entitled to payment of the Price for Ordered Work, nor to compensation for what INFORM has spent on the execution of the Ordered Work.
- (2) The acceptance of each Software Change will be carried out in accordance with the acceptance procedure consisting of two stages:
 - a) a Verification Operation, if applicable, and
 - b) signing of the acceptance protocol by the Customer.

The Customer will sign the acceptance protocol only after/if:

- i. the Customer has accepted the Software Change from INFORM provided that such Software Change has met all acceptance criteria stipulated in Clause 4.8 par. 1 point d) hereof, and
- ii. the Customer checks and confirms the completeness of the updated Software Documentation, and
- iii. Parties agree on maturity date for removal of remaining Defects, and
- iv. the Customer has accepted the Software Change as in compliance with the Customer's Security Measures as defined in Appendix 3 hereof.



The acceptance protocol will contain a list of remaining Defects stipulating the mutually agreed maturity date of their removal.

- (3) Changes requested by Customer which represent a partial or full withdrawal of a previously implemented Software Change, or the re-instatement of the situation existing before a previously implemented Software Change shall be considered as additional Software Changes, except if the reason of the change is due to INFORM's fault in understanding Customer's unambiguous request.
- (4) INFORM will be responsible for the installation of Software Changes in the test environment and the production environment as well if Customer orders such Optional Services (see Appendix 5).
- (5) With each Software Change INFORM will deliver Software Documentation, which, according to INFORM's discretion, may also consist of a release note only, describing the installation and the functionality of the Software Change.
- (6) For the avoidance of any doubt, INFORM shall perform the Services set out in this Agreement under the same terms and conditions and for the entire duration of this Agreement also with respect to the version of the Software including and after the provision of the Software Change(s), in such case also investigation and/or removal of Defects shall be fully carried out within the scope and under the conditions of this Agreement and within the limits set forth in Severity Levels in Clause 5 of Appendix 4 hereof, if not otherwise agreed.

4.9 Optional Services

Customer may choose Optional Services described as options in Appendix 5 to this Agreement.

4.10 Service Hours and Contact

- (1) INFORM Office Hours in Germany are Monday through Friday from 9:00 to 17:00 CET except
 - a) public holidays in Germany,
 - b) December 24th,
 - c) December 31st

Service Contact:

Phone (office hours):

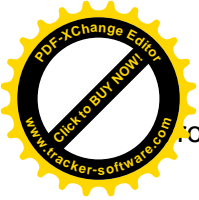
Email:



- (2) Service Hours shall be as follows:
 - a) 24 hours per day/ 365 days per year for Software Modules marked as "Yes" in the column "Service Hours 24 hours per day/ 365 days per year" of the table in Clause 1 of the Appendix 1 hereof; only Critical Incidents as set forth in Appendix 4 Clause 4 shall be reported outside INFORM's Office Hours.
 - b) Office Hours for Software Modules marked as "No" in the column "Service Hours 24 hours per day/ 365 days per year" of the table in Clause 1 of the Appendix 1 hereof. Office Hours also apply to incidents related to all the administrator tools.

4.11 Partial Agreements

- (1) During the term of this Agreement, the Customer may at any time send a Request to INFORM for Software Changes or other Services specified in this Agreement (such as Additional Services, Optional Services). All Requests shall be sent via JIRA, if JIRA is



available. Parties shall confirm in the Partial Agreement if the Verification Operation shall be applicable for the respective Ordered Work or not. For the avoidance of doubts, the Verification Operation shall only be applicable to Software Changes in respect to Software Upgrades and/or new Software modules.

- (2) Unless a longer delivery period is determined by the Customer, INFORM undertakes to send the rejection of the Request or a quotation for the execution of the Request (hereinafter only as “**Proposal**”) to the Customer’s contact person stated in the Request within 15 (fifteen) working days from the receipt of the fully qualified Request. This period shall not commence until INFORM has received all the information required to submit a Proposal.

The Proposal will contain at least:

- a) quotation for the Request,
- b) requests for the Customer’s cooperation, if any,
- c) estimated and tentative time schedule for the performance of the Request,
- d) validity period of the Proposal which must not be less than 90 (ninety) days,
- e) contact details of INFORM.

The Proposal shall not conflict with terms and conditions set forth in this Agreement.

INFORM will only reject the Request if performance is unreasonable or if INFORM is not able to perform the Request for whatever reason.

- (3) INFORM undertakes to perform the Request only based on an Order delivered by the Customer to the contact of INFORM stated in the Proposal. An integral part and annex to the Order will be a written specification of the extent of the Ordered Work and processed in wording corresponding to the Proposal.

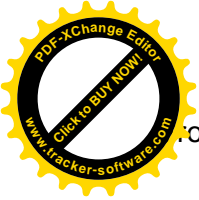
INFORM shall accept a duly Order and confirm its acceptance to the Customer within 15 (fifteen) working days from the delivery of the Order to INFORM. Should the Customer not receive a written rejection of the Order within the period specified in the previous sentence, INFORM accepts the Order upon expiration of the period stated in the previous sentence. Acceptance of an Order with any amendment or deviation (even if does not substantially change the terms of the Order) is excluded, such acceptance shall be deemed as a rejection of an Order. Notwithstanding the previous sentence, INFORM shall provide the Customer with the binding time schedule of the Ordered Work as an integral part of an acceptance of the Order. In case INFORM will not provide the Customer with the binding time schedule of the Ordered Work, such acceptance shall be void.

INFORM is not obliged to accept and confirm the acceptance of the Order to the Customer provided that:

- a) the Order for performance sent by the Customer to INFORM contradicts the Proposal,
or
- b) the Order has been delivered by the Customer to INFORM later than within the validity period of the Proposal.

The Customer is entitled to cancel/withdraw from the Partial Agreement within 14 (fourteen) working days after its conclusion (acceptance of the Order by INFORM), in the event that there is an essential deviation in the binding time schedule provided by INFORM with an acceptance of the Order comparing to the estimated and tentative time schedule included in the Proposal. In such a case, INFORM is not entitled to payment of the Price for Ordered Work, nor to compensation for any other costs or expenses related to the Partial Agreement.

- (4) To avoid any doubts, the Parties expressly agree that the Order accepted by INFORM will constitute a Partial Agreement the subject of which is delivery of Ordered Work specified therein for the Price for Ordered Work determined in the Proposal and in accordance with



the time schedule agreed between the Parties and which is governed by this Agreement excluding the terms expressly agreed in the Order. Such additional terms agreed in the Partial Agreement shall not be less favorable for the Customer than terms and conditions set forth under this Agreement. Each Order will always refer to the reference number of this Agreement and will be numbered in an ascendant order, such reference is for administrative reasons only and it has no consequences regarding to INFORM or in relation to the validity of the Order.

- (5) Notwithstanding the foregoing, the Parties may conclude with respect to any Ordered Work a standard contract mutually signed by both Parties, which shall likewise constitute the Partial Agreement. Such Partial Agreement shall be governed by this Agreement excluding the additional terms expressly agreed in such Partial Agreement. Such additional terms agreed in the Partial Agreement shall not be less favorable for the Customer than terms and conditions set forth under this Agreement. Each Partial Agreement will always refer to the reference number of this Agreement and will be numbered in an ascendant order, such reference is for administrative reasons only and it has no consequences regarding to INFORM or in relation to the validity of the Partial Agreement.

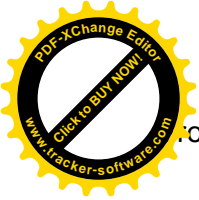
5 Warranty

5.1 Warranty and Representations

- (1) INFORM hereby represents and warrants to Customer that:
 - a) it has the power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;
 - b) the entering into and performance of its obligations hereunder has been duly authorized by all corporate action on its part;
 - c) the Services shall conform with the specifications as set out either in the Software Documentation delivered under the License Agreement and Partial Agreements or in the respective documentation for each new Standard Version, as the case may be;
 - d) unless otherwise agreed with Customer, customized developments done in the Software which were ordered by the Customer will be neither reduced nor removed in new Standard Versions of the Software.
- (2) INFORM undertakes that the Services shall be supplied:
 - a) state-of-the-art and referring to ITIL®;
 - b) by personnel whose qualification and experience are appropriate for the tasks to which they are allocated;
 - c) using reasonable standards of skill and care of a diligent provider of software support services;
 - d) so as to meet or exceed the Service Levels.
 - e) INFORM undertakes to inform the Customer about changes of license conditions and keeps them in compliance with the license terms of the System.
- (3) Due to future developments of the Software caused by adaptations to the advanced technology in software development in general, regarding the warranty in connection with new Standard Versions the following shall apply:

INFORM reserves the right to change any new Standard Version in a way that it may contain variations to the originally delivered Software including but not limited to:

 - Change in standard features
 - obsolete standard features or obsolete standard configuration may change or cease to exist;



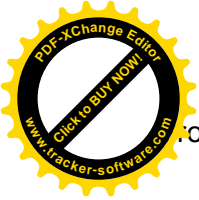
- changes in the standard modeling and/or configuration may occur and result in the need for the Customer to adapt his modeling and/or configuration to achieve the known results;
- the exact look and feel of the GUIs (e.g. dialogues, menus, tool bars, colors) may change.
- Customized Features
 - the look and feel of Customer-specific dialogues, menus and/or tool-bar elements may be adapted to the new standard dialogues, but the Customer-specific functionality will not be removed.

Any such change in a new Standard Version including possible commercial impact shall be discussed with the Customer in advance before delivery of a new Standard Version.

- (4) With regard to the Software Modules with a limited Defect removal period according to Clause 4.3 par. 7, the above warranties according to this par. 1 c) shall apply only for the period during which INFORM is obligated to remove the Defect (see Appendix 1, “Defect Removal Period in delivered Customer Software”).
- (5) For Modules with a “Defect Removal Period in delivered Customer Software – During Agreement Period” according to Appendix 1, the above warranties according to this par. 1 c) cannot be extended even if the Agreement would be prolonged, unless expressly agreed otherwise.
- (6) The warranties specifically set forth in this Agreement are in lieu of all other warranties, express or implied, statutory, or otherwise including without limitation any warranties of merchantability or fitness for a particular purpose, and warranties not specifically set forth in this Agreement are hereby disclaimed and excluded by INFORM unless such exclusion is not allowed by law.

5.2 Software Warranty for Software Changes

- (1) Notwithstanding the foregoing, the following warranties shall apply for Software Changes provided by INFORM under this Agreement and/or a Partial Agreement concerning the implementation of new Software modules or Upgrades of the Software unless otherwise agreed.
 - a) INFORM warrants that within the respective Warranty Period such Software Changes provide the features and/or conforms with the specifications as set forth in the Software Documentation. Unless otherwise agreed, the Warranty Period shall be one (1) year following the date of acceptance of the respective Software Change according to the Clause 4.8 par. 2 hereof.
 - b) During the Warranty Period, INFORM shall without undue delay perform, free of charge, such remedial maintenance on the Software Change, including, without limitation, the repair or replacement of the Software Change or any portion thereof which in a reproducible way fails to operate in accordance with the Software Documentation, as may be required so as to render the Software Change able to operate in accordance with the Software Documentation.
 - c) INFORM’s obligation to repair or replace the Software Change or any portion thereof as provided in this Clause is (a) conditional on the Software Change not having been repaired or changed by any party other than INFORM or INFORM’s personnel and shall (b) not apply to the extent that any failure of the Software Change was caused or contributed to by events outside INFORM’s responsibility as per this Agreement or a relevant Partial Agreement.
 - d) The Customer shall make available and bear all costs for appropriate remote computer access channels, including but not limited to remote on-line log-in facilities and remote file transfer facilities, for all computers where the affected Software Change is installed.



The Customer shall report problems in writing and/or by e-mail or JIRA. The Customer shall support INFORM by all reasonable means, in particular by providing detailed error documentation, current system log files, current data, illustrations, examples, etc. INFORM shall ensure receipt of such problem reports during Office Hours.

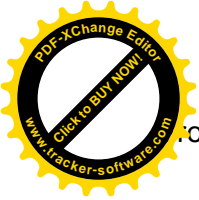
- e) The provisions of this Clause 5.2 shall only apply to the extent that the Software Change is either not subject to this Agreement or is no longer subject to this Agreement due to expiry or termination of such.

6 Term and Termination

- (1) The Services shall be provided for the period of sixty (60) months from 1st June 2023. This Agreement will come into force and effectivity as of the day of its signing by both Parties, However, if a special legal provision stipulates that this Agreement may enter into force at the earliest on a certain day which is later than the date of signature of this Agreement by the last Party, this Agreement shall become effective only on the date on which this Agreement may become effective in the first instance (hereinafter only as “**Effective Date**”).

For the avoidance of any doubts, this Agreement shall apply also to the Services that were provided from 1st June 2023 within the framework and the subject matter of this Agreement by any of the Parties to the other Party prior to the Effective Date.

- (2) Customer shall be entitled to terminate this Agreement in whole or in parts for convenience with notice period of 6 months. Parts of the Agreement are represented by the Software Modules and their respective parts as listed in Appendix 1.
- (3) **INFORM** shall be entitled to terminate this Agreement in whole or in parts for convenience with a notice period of eighteen (18) months.
- (4) Either Party shall be entitled to terminate this Agreement immediately, without prejudice to any other rights or remedies it may have and without payment of compensation or other damages caused to the other Party solely by such termination, by giving three (3) months' notice in writing to the other Party in any of the following events:
- a) The other Party commits a material breach of its obligations under this Agreement and fails to remedy such a breach, where it is capable of remedy, within thirty (30) days of having been required in writing to remedy such breach;
 - b) The other Party is deemed unable to pay its debts or an application to appoint an administrator is made in respect of the other Party or the other Party has an administrative receiver or receiver appointed over all or any part of its business, undertaking, property or assets;
 - c) The other Party suffers or undergoes any procedure analogous to any of those specified in (b) above or any other procedure available in the country in which the other Party is constituted.
- (5) INFORM shall have the right to discontinue the Services of the Software with three (3) months written notice in the event that the maintenance of the Customer's Software Environment or elements of it have been discontinued by the Environment's original suppliers. In all cases, the notice period shall be counted from the 1st day of the month following the receipt of the written notice by the other Party. Partial termination by either Party shall not affect the validity of the remaining part of this Agreement not affected by such termination.
- (6) Notwithstanding this Clauses 6 (1), (2), (3) and (4), Customer shall pay INFORM the Fees on a pro rata basis for the part of INFORM's Services provided or performed up to the effective date of termination.



- (7) The above termination rights shall also be applicable to the individual Options chosen by Customer in Appendix 5 to this Agreement. Termination of an Option by either Party shall not affect the validity of the Agreement, or any other Option chosen by Customer.

7 Intellectual Property

Customer agrees to the following terms for existing Intellectual Property Rights (IPR) as well as for IPR developed or produced by INFORM in the course of carrying out Customer's requirements under this Agreement:

- a) INFORM (or the respective third party, as applicable) retains ownership of and title to the Software and Software Documentation.
- b) The title held and owned at all times by INFORM and/or third party to the Software supplied under this Agreement also includes, without limitation, the right to any modification and reproduction of the Software.
- c) The Software constitutes good and valuable trade secrets of INFORM.

INFORM warrants that Customer's use of the Software will not breach any intellectual property rights of third Parties.

8 Language

English is the agreed language for all communication related to Services and to this Agreement.

9 Fees

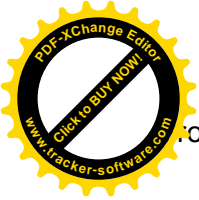
- (1) The Annual Maintenance Fee is detailed in Appendix 1 and shall be increased only according to the addition or extension of licenses or to Software Changes, if any.

The applicability of increases of the Annual Maintenance Fee shall be as follows:

- a) For license extensions: upon the delivery of the license extensions.
- b) For license additions: upon acceptance or use in production, whichever occurs earlier, of the added Software
- c) For Software Changes: upon acceptance and/or use in production of the Software Change.

10 Invoicing and Payment

- (1) The Customer will pay INFORM for the Services the monthly Support Fee.
- (2) The Customer agrees to pay INFORM for the Additional Services, Optional Services, Software Changes and other Services ordered by the Customer under this Agreement the Price for Ordered Work.
- (3) The Support Fee and the Price for Ordered Work include all direct and indirect costs of INFORM which must be necessarily or efficiently expended in the course of performance of the Services, unless otherwise agreed by the Parties ad hoc. The prices and fees covered under this Agreement do not include a value added tax which will always be added at the statutory rate according to the applicable legal regulations as at the day of taxable transaction.
- (4) The Support Fee will always be paid on the basis of an invoice which may be issued by INFORM as at the last day of a calendar month in which the Services have been provided.



For the purpose of the value added tax the Services are considered delivered on an ongoing basis. The date of taxable transaction is the last day of the month for which the invoice is issued.

- (5) The Price for Ordered Work will always be paid on the basis of an Invoice, which may be issued by INFORM no sooner than on the day following the acceptance of each Ordered Work. A copy of the acceptance protocol, if such acceptance protocol was part of the acceptance procedure, will be an integral part of the invoice. For the purpose of the value added tax, the day of signing of the acceptance protocol by the Customer will be the day of taxable transaction.
- (6) Maturity. The maturity period of an invoice will be thirty (30) days from the day of delivery thereof to the Customer's seat. Should the due day fall on Saturday, Sunday, or other day of rest, 31st December or other day which is not a business day pursuant to the Act 370/2017 Coll., on Payment System, as amended, the maturity shall be extended to the following business day. The Customer's obligation is settled when the due amount is deducted from the Customer's account. In case of problems related to the transfer of payments, the Customer shall support INFORM in resolving the problems.

The Customer will have ten (10) days after the invoice delivery to assess whether the invoice has been issued correctly and to return the invoice in case of any defect. Returning an incorrectly issued invoice will suspend the maturity period and the new maturity period will commence upon corrected invoice delivery. Furthermore, INFORM hereby declares to be a tax resident of Germany and such statement can be proved by the tax residency certificate issued by the relevant Tax Authorities, which will be delivered to Customer based on its request. Moreover, INFORM declares to be an ultimate owner of each payment invoiced in accordance with this Agreement and holds no permanent establishment in the Czech Republic.

Any and all payments for Services shall be executed in CZK to the bank account stated in the Agreement, unless another bank account is stated in the invoice.

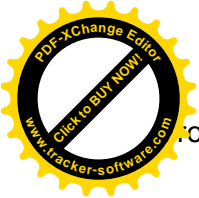
- (7) The Customer is entitled to reduce the payment for Services by withholding tax or another similar tax if the payment for Services shall be decreased by such withholding tax or another similar tax under Czech tax laws. In such a case the amount of the withholding tax or another similar tax shall not be considered unpaid obligation of the Customer towards INFORM.
- (8) Should the Customer be in default with the payment of an invoiced amount, the Customer shall be obliged to pay to INFORM default interest at 0,02% of due amount for each commenced day of such default.
- (9) If any invoice (except for any invoice lawfully disputed by Customer) is not paid by Customer within 90 (ninety) days after the date of the invoice, in addition to INFORM's right as per the paragraph above INFORM shall be relieved from its obligations under this Agreement until full payment has been received. Also, in this case, Customer shall be regarded as being in material breach of this Agreement.

Postal service and email address for invoices and invoice notices

INFORM shall deliver the Invoice to the following address:

In documentary form to the address:

[Redacted address information]



Or

By electronic means in the PDF format to the e-mail address: [REDACTED]

(10) Invoicing process

Information Customer requires on invoice

- Agreement reference no. 0227009260
- Order number in case of Order

Customer contact department/person for questions regarding invoices:

[REDACTED]

All payments shall at least show the following details:

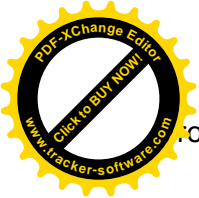
- a) the invoice number;
- b) project name;
- c) respective maintenance term

and shall be made in CZK by cashless money transfer on the following bank account:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

11 Confidentiality

- (1) Each Party ("**Receiving Party**" for the purposes of this Clause 11) shall not disclose to third parties nor use for any purpose other than for the proper fulfilment of the purpose of the Agreement any Information received from the other Party ("**Disclosing Party**") in whatever form under or in connection with the Agreement without the prior written permission of the Disclosing Party ("**Confidential Information**"), except that INFORM has the right to disclose received Information to its subcontractors provided such subcontractors are bound by confidentiality obligations similar to those contained in this Agreement.
- (2) The Customer is an entity pursuant to Section 2(1)(n) of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (hereinafter referred to as "**the Act on the Register of Contracts**").
- (3) The Parties have agreed, that wording of this Agreement itself shall not be considered Confidential Information. Publication of this Agreement according to Clause 11 par.2 will not breach the Confidentiality clauses of this Agreement. The Parties have agreed that unit prices, time periods of service levels and the amount of service rebates contained in this Agreement are considered business secrets within the meaning of Section 504 of the Act No. 89/2012 Coll., Civil Code. 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 e-mail address [REDACTED] into publication form of Register of Contracts. Notwithstanding other provisions or notices, INFORM hereby (i) grants to the Customer express authorization to use this Agreement and the Partial Agreement(s) without any limitations, including (but not limited to) right to reproduce, copy, distribute, utilize only for

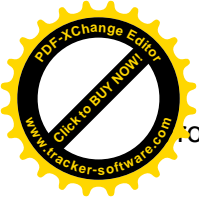


the sake of publication in the Register of Contracts and (ii) agrees with the publication of this Agreement and the Partial Agreement(s) in the public Czech Register of Contracts. Customer is however entitled, but not obliged, to make anonymous in this Agreement and the Partial Agreement(s) prior to its publication any and all information that shall not and/or do not have to be published under the Register of Contracts Act.

- (4) Confidential Information shall not, however, include information which:
 - a) is in the public domain at the time of disclosure or later becomes part of the public domain without breach by the Receiving Party of the confidentiality obligations contained herein; or
 - b) was rightfully in the possession of the Receiving Party prior to disclosure hereunder and is not subject to confidentiality obligations between the Parties; or
 - c) was or is disclosed to the Receiving Party by a third party who is not, to the best of Receiving Party's knowledge, bound by any obligation of confidentiality to the Disclosing Party; or
 - d) was or is independently developed by the Receiving Party without use or reference to the Information.
- (5) The Receiving Party shall have the right to disclose Confidential Information in accordance with a judicial or other governmental order provided that the Receiving Party, subject to what is permitted under the applicable law, either (i) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains a written assurance from the competent judicial or governmental entity that it will afford Confidential Information the highest level of protection afforded under the applicable law or regulation.
- (6) Each Party shall restrict access to Confidential Information received from the other Party only to those of its personnel to whom such access is reasonably necessary for the proper performance of the Agreement. Such personnel shall be bound by confidentiality obligations similar to those contained herein.
- (7) The Receiving Party shall use appropriate efforts no less restrictive than used for the Receiving Party's protection of its own confidential and trade secret information, but, in any event no less than reasonable efforts, to safeguard the Confidential Information and keep it secure.
- (8) All material embodying Confidential Information that is subject to confidentiality obligations under the Agreement, including all copies of any kind, shall be returned, or destroyed upon written request of the Disclosing Party. However, the Receiving Party may retain such Confidential Information that is required by mandatory laws or to perform its obligations under the Agreement subject to all confidentiality obligations herein.
- (9) The provisions of this Clause 11 shall survive any termination, expiry or fulfillment of the Agreement.

12 Force Majeure

Neither Party shall be liable to the other nor shall it be considered in breach of this Agreement due to any delay or any failure to perform its obligation under this Agreement as a result of a cause beyond its reasonable control including, without limitation, any act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or like event, disruption or outage of communication, network, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar



to any of the foregoing, which could not have been prevented by the Parties with reasonable care (herein as “**Force Majeure**”). In the event of a Force Majeure so defined, the Party whose performance has been restricted shall provide the other Party with written notice of Force Majeure. If either Party postpones or extends any performance date under this Agreement pursuant to this Clause 12 for more than 90 (ninety) calendar days, the other Party, upon 30 (thirty) days written notice, may immediately terminate this Agreement without liability.

13 Limitation of Liability

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

- a) 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;
- b) 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; or
- c) any claim, whether in contract or tort, that arose more than two (2) years prior to the institution of a suit thereon.

14 Indemnification

Subject to Clause 13, INFORM shall indemnify, hold harmless, and defend the Customer with respect to any suit, claim or proceeding brought against the Customer and/or the Customer's Controlled Entity alleging that use of the Software constitutes an infringement of any patent, copyright, license or other proprietary or intellectual property right. INFORM shall defend the Customer against any such claim and shall pay all litigation costs, reasonable attorney's fees, settlement payments and any judgments for damages, penalties, fines, etc. incurred by the Customer as result of any such claim; provided that the Customer shall promptly advise INFORM of any such suit, claim or proceeding and shall reasonably cooperate with INFORM at INFORM's cost in the defense or settlement of such suit, claim or proceeding.

In the event that injunction is issued against the Customer as a result of use of the Software ensuing from any such suit, claim or proceeding, in whole or part, INFORM shall, at its option, either: (a) procure for the Customer, at INFORM's sole cost and expense, the right to continue using the portion of the Software subject to such injunction; or (b) replace or modify that portion of the Software subject to such injunction with a comparable or better system so that the use by the Customer is not the subject of any such injunction.

Notwithstanding Clause 13 hereof, in case that Customer will be ordered by court or any governmental authority to stop using the Software or its part due to infringement of Intellectual Property Rights by the Software or use of the Software by the Customer pursuant to this Agreement, INFORM shall indemnify Customer and/or the Customer's Controlled Entities, for all damages arising out of inability to use the Software and shall hold harmless, and defend the Customer and the Customer's Controlled Entities with respect to any suit, claim or proceeding brought against them.

This indemnity shall not apply to claims arising in respect and to the extent of the use of this Software in a manner or for a purpose not contemplated by this Agreement through Customer.



15 Assignment and Subcontracting

- (1) Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. Any attempted assignment without such consent shall be void.
- (2) Notwithstanding the foregoing, INFORM shall have the right to subcontract parts of this Agreement with the prior written consent of Customer. INFORM shall be liable to the Customer for the performance of the Services by its subcontractor to the same extent as if the Services were provided by INFORM itself, the authorization of the subcontractor shall not affect INFORM's liability to provide the Services in accordance with this Agreement. INFORM is obliged to ensure that the subcontractor shall be in compliance with the requirements imposed on INFORM by the Customer hereunder.
- (3) For the purpose of this Agreement, the company Interflex Datensysteme GmbH, with registered seats Allegion, Am Weichselgarten 3, 91058 Erlangen, Germany is agreed subcontractor by both Parties.

16 Restrictive Measures

INFORM undertakes in accordance with Article 5k of Council Regulation (EU) 2022/576 of the 8th April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's activities destabilizing the situation in Ukraine, during the term of Agreement not to be

- a) a Russian national, a natural or legal person, or an entity or body domiciled in Russia,
- b) a legal person, entity or body which is more than 50% owned, directly or indirectly, by any of the entities listed in letter a), or
- c) a natural or legal person, entity or body acting on behalf of or at the direction of one of the entities referred to in letter a) or b),

and ensure that the subcontractors meeting the characteristics of letters a) to c) above does not participate in the implementation of the Agreement to the extent of more than 10% of the contract value.

In case that the total value of performance realized through a specific subcontractor reaches 10% of the total contract value according to the previous paragraph, INFORM shall within 10 (ten) calendar days notify the Customer of this fact in writing together with the identification of this subcontractor. If the Customer finds that this subcontractor meets the criteria according to any letters a) to c) Clause 16 of the Agreement, it shall communicate this fact in writing to INFORM without undue delay. Subsequently, INFORM is not authorized to carry out any other performance of the Agreement through this subcontractor.

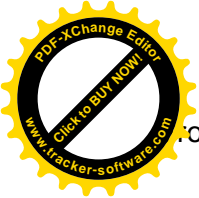
In case of any change in facts according to Clause 16 of this Agreement, INFORM undertakes to notify the Customer of such change in writing within 10 (ten) calendar days.

17 Severability

If any provision of this Agreement or any portion thereof is finally determined to be unlawful or unenforceable, such provision shall be deemed to be severed from this Agreement. Every other provision, any portion of such an invalidated provision that is not invalidated by such a determination, shall remain in full force and effect.

18 Governing Law

This Agreement shall be governed by the legal system of the Czech Republic, including but not limited to the Act 89/2012 Coll. The Civil Code, as amended (Civil Code) and to the Act No. 121/200 Coll., on the Copyright, on the Right Related to Copyright and on the Amendment to



Certain Acts (Copyright Act). Any disputes arising from the Agreement or in relation to the Agreement 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.

In accordance with sec. 630 of Civil Code the Parties hereby declare that the length of the prescription period of their rights and obligations arising out of this Agreement shall be two (2) years.

19 Notices

Any notices given under this Agreement shall be in writing and sent to the following addresses, or at any other such address as may be furnished in writing by the appropriate Party hereto, and shall be effective as of the first date of attempted delivery of certified mail thereof:

[Redacted address block]

[Redacted address block]

IN WITNESS THEREOF, the Parties have each caused the Agreement to be signed by its duly authorised officer or representative.

This Agreement is concluded electronically in one (1) electronic version, which shall be signed by valid electronic signatures of the representatives of the Parties.

By Customer:

By INFORM:

(Date)

(Date)

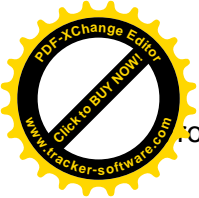
Signature
Name: Ing. Jiří Pos
Position: Chairman of the Board of Directors

Signature
Name: Ursula Schulte-Sasse
Position: Senior Vice President Aviation Division

By Customer:

(Date)

Signature
Name: Ing. Pavel Východský
Position: Member of the Board of Directors

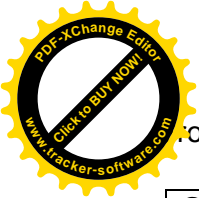


Appendix 1 – Prices and Software Licenses

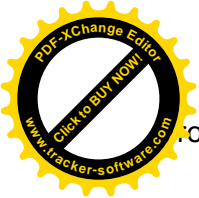
1. Software License

At the time of the conclusion of this Agreement, the following licensed Software, procured by the Customer and delivered by INFORM under the License Agreements, shall be subject to the Services and Annual Maintenance Fee:

Specification of Software and Software Modules	Version	License	Service Hours 24 hours per day/ 365 days per year*	Service Hours 9:00 - 17:00 working days**	Defect Removal Period in delivered Customer Software
BIS ENVIRONMENT					
GS BIS including all purchased components			No	Yes	During Agreement Period
- module GS BIS Report Designer	2020 R4	Permanent	No	Yes	During Agreement Period
- module GS BIS User Console	2020 R4	Permanent	No	Yes	During Agreement Period
RMS ENVIRONMENT					
GS Planning including all purchased components			No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)
- module GS Planning Stands & Terminal 2020	7.9	Permanent	No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)
GS RealTime including all purchased components			Yes	No	Until next annual Upgrade (Software Module with Continuous Upgrade)
- module GS RealTime Stands & Terminal / Staff & Equipment	2021 R4 64bit	Permanent	Yes	No	Until next annual Upgrade (Software Module with Continuous Upgrade)
GS AirportMap including all purchased components			No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)
- module GS AirportMap Stands & Staff	2021	Permanent	No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)



GS Mobility including all purchased components			Yes	No	Until next annual Upgrade (Software Module with Continuous Upgrade)
- module Staff Comm WEB		Permanent	Yes	No	Until next annual Upgrade (Software Module with Continuous Upgrade)
SECURITY ENVIRONMENT					
GS Planning including all purchased component			No	Yes	2 years after release of latest delivered version of this Software Module
- module GS Planning Staff & Equipment		Permanent	No	Yes	2 years after release of latest delivered version of this Software Module
GS Rostering including all purchased components			No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)
- module SP-EXPERT		Permanent for 900 employees	No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)
GS Real Time		Permanent	Yes	No	During Agreement Period
INTERFACES					
CAODB Base Data to GS RealTime		n/a	Yes	No	Until next annual Upgrade (Software Module with Continuous Upgrade)
CAODB Flight data (bidirectional)		n/a	Yes	No	Until next annual Upgrade (Software Module with Continuous Upgrade)
SAP HR interface to GS Rostering		n/a	No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)
T&A interface to T&A system		n/a	No	Yes	Until next annual Upgrade (Software Module with Continuous Upgrade)



The increase of the Annual Maintenance Fee for Software Changes shall be implemented and proportionally invoiced with the next scheduled Support Fee invoice issued upon acceptance of the Software Change.

- d) Unit prices/daily rates for Additional Services, Services under Clause 4.6 of this Agreement, Services under Clause 4.7 of this Agreement (excluding Continuous Upgrades), Software Changes, services under Clause 9.1 of the Appendix 3 and/or for other services without any individual pricing stated in this Agreement

The daily rate applicable to the respective services is

- For project management and consultancy: [REDACTED]
- For system development, testing etc. [REDACTED]

e) Travel and Accommodation Expenses

In cases where on-site (away from INFORM's premises) maintenance is requested by Customer, the following rates for travel and accommodation expenses shall apply.

	Rates (in CZK without VAT)
Rail Transportation	First Class level
Air Transportation	Economy Class level
Taxi or Rental Cars	As incurred
Hotel Accommodation	As arranged by Customer

f) Surcharge for Additional Services

An increase of 25% (twenty five percent) of the rates for Additional Services as per Clause 4.5, Services under Clause 4.6 and 4.7 of this Agreement, Software Changes and services under Clause 9.1 of the Appendix 3 would be applied to the daily rates for work performed on Saturdays, Sundays or German Holidays or at nights between 6:00 p.m. and 6:00 a.m. CET.

Due to employment regulations, the following shall apply: For planned work performed between 12:00 midnight and 6:00 a.m. the amount for a complete daily rate per involved employee shall be due and payable by the Customer in addition to the above provision.

1.2. Continuous Upgrade Setup Fee

The Continuous Upgrade approach for GS Planning and GS RealTime shall be charged by the following one-time fixed setup fee, paid once by the Customer at the commencement of the Agreement:

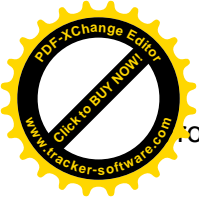
- [REDACTED]

The Continuous Upgrade setup fee includes all necessary services provided by INFORM, such as system engineering, consulting and project management, in order to internally set up and develop Continuous Upgrade processes within the duration of this Agreement.

The Continuous Upgrade setup fee shall be invoiced at the earliest three (3) months after the conclusion of this Agreement. For the avoidance of any doubt, all applicable payment conditions in Clause 10 of the Agreement shall apply.

1.3. Fees for additional Licenses

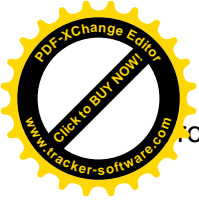
Installed base: 900 staff members of the Security department of Letiště Praha, a. s



- Fee for 100 additional staff (GS Planning, GS Rostering, GS RealTime): [REDACTED]
- Fee for 5 additional conc. users (GS Rostering): [REDACTED]

1.4. Other Services

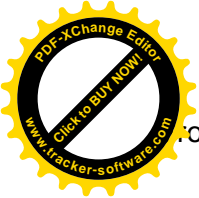
Other services may be requested by Customer and offered by INFORM.



Appendix 2 - Customer Obligations

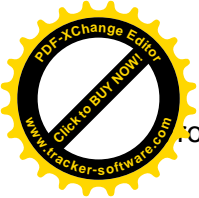
The deliverables and Services described in this document can only be provided and / or performed by INFORM for the prices indicated in Appendix 1 on the condition that Customer fulfills, in a timely manner and at no costs to INFORM, the following obligations to run the Software in the Customer's Software Environment:

- Provide single point of contact (technical and functional support team) within its own organization, in the number of members, profiles, skills, levels of dedication, continuity and in the Service Hours agreed between the Parties;
- Provide fully operational computer hardware, Information Technology (IT) interfaces, third-party software including the respective rights to use and Information and Communications Technology (ICT) infrastructure including network connectivity and Internet access;
- Provide an operational Internet "remote maintenance" link with read/write access rights for INFORM. INFORM will use the approved named logins and SMS authentication to access the Customer's Software Environment;
- Provide complete, correct, updated and free of any logical inconsistencies data, interface specifications, live interface data streams, and other System inputs reflecting actual airport operations at each site in a timely manner in accordance with the implementation plan timelines;
- Provide maintenance of ICT interface programs linking the Software to Customer's ICT systems, in an operational mode where such interface programs are needed according to the mutually-agreed detailed project or migration plan;
- Bear all costs for adequate communications means and channels (such as remote maintenance, communication including Internet) on Customer's side;
- Provide adequate and timely insight into Customer's airport operations and management practices, as may be needed from time to time. In particular, Customer shall make INFORM aware of special procedures which might require changes to the System and/or Software functionality, data constellations, or System parameters;
- be responsible for the integrity, quality and completeness of that data required to run the Software and to provide such data to INFORM for issue investigation;
- Complement, transform and migrate Customer-to-INFORM data, and be responsible for the integrity, quality and completeness of the data;
- Provide timely Issue and/or Defect notifications, including Defect classification, to be amended if proven wrong or unreasonable;
- Provide adequate training and motivation of all of its Software end-users as required by the "train-the-trainers" concept;
- Notify INFORM as soon as possible if factors become known which could have an adverse impact on the usage of the Software;
- Provide assurance that ICT platforms and platform configuration, including but not limited to parameters, INI files or Windows registry entries, are not changed without written notice to INFORM;
- Provide sufficient internal help-desk facilities, including help-desk for ICT infrastructure problems;
- Provide adequate data and System back-up facilities and procedures, as well as data maintenance (ie, taking care that all data, rules and other System input reflect the actual Production Instance at all times at all the appropriate sites) according to INFORM's recommendations as documented in the technical manuals;
- Provide an adequate number of communications devices at INFORM's premises for Defect reproduction and testing of the communications applications;
- Provide access to Customer's premises and necessary airport facilities, bearing all costs related to airport access permits or airport ID cards;
- Provide adequate workspace, material and infrastructure for INFORM's on-site personnel;
- Take steps to ensure the health and safety of INFORM's employees while they are on the Customer's premises and will ensure that any equipment provided for the purposes of the implementation of the Software is safe for use by INFORM's employees;
- In cases where an iOS-based application is included in the Software, enroll onto Apple's iOS Enterprise Developer Program, invite an INFORM Developer Account into this Program as a team



member (role “Member”), register the application ID provided by INFORM, create an iOS Distribution Certificate and Distribution Provisioning Profile for the application ID, export and provide the Certificate and Profile to INFORM, and keep the above renewed and valid at all times;

- Check or use the completeness and correctness of the statistical data in the System’s database at least on a monthly basis;
- Together with INFORM execute sufficient functional and integration tests of all delivered Bug-fix Versions, Maintenance Releases, and new Standard Releases of the Software before transfer into productive use;
- In cooperation with INFORM: Ensure that all preparations on Customer’s side for timely moving the latest delivered Bug-fix Versions and Maintenance Releases of the Software into the Production Instance are fulfilled.
- If not ordered from INFORM as Additional Service: Move from test to Production Instance by the Customer’s System administration as part of the first level of support;
- Ensure the availability of database administrators and ICT experts during the agreed Service Hours;
- Use JIRA to report all Issues and/or Defects (except Issues with Severity Level “Critical Incident”) and determine named users to use JIRA by personalized passwords;
- Ensure that all Issue and/or Defect reports contain at least the information that is defined in the SLA;
- Close in JIRA all Issues and/or Defects in JIRA that are resolved / repaired and for which the Solution is accepted;
- Comment / answer in JIRA all Issues and/or Defects that are assigned to a Customer’s employee and assign them back to INFORM if necessary or if the Solution / comment is not accepted.



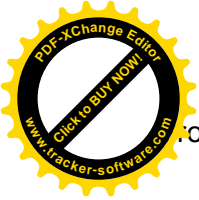
Appendix 3 – Security Requirements

SECURITY MEASURES

Pursuant to Section 4 (4) of Act No. 181/2014 Sb., on cyber security and on amendments to relating acts (the Cyber Security Act), as amended (hereinafter referred to as the “**Act**”), in conjunction with Annex 7 to Regulation No. 82/2018 Sb., security measures, cybernetic security incidents, reactive measures, cyber security reporting requirements and data disposal (Cyber Security Regulation) (hereinafter referred to as the “**Regulation**”) need to be implemented by the Customer. The purpose of this Appendix is to specify binding security measures applicable to the Contractor whose supplies for the Customer (exclusively or as part of another service) include any development, implementation and/or servicing of software (hereinafter also referred to as “**SW**”), and/or which, in connection with the supply, accesses the Customer’s information system that was classified as an operator of essential services information system (hereinafter also referred to as “**ESIS**”), and/or which processes and/or transmits and/or stores and/or archives information and operating data of the Customer and/or its customers (hereinafter also referred to as the “**Security Measures**”).

1. GENERAL REQUIREMENTS

- 1.1** When providing supplies for the Customer, the Contractor shall fulfil the following obligations:
- 1.1.1.1 Unless otherwise agreed by the Parties, the Contractor shall appoint a responsible contact person within 3 days after signing the Agreement in order to ensure the compliance with the Security Measures arising from the Agreement and to ensure communication between the Parties (hereinafter also referred to as the “**Contact Person**”). The Contractor shall notify the Customer of the Contact Person within the same deadline. The Customer shall be notified of any change of the Contractor’s Contact Person within 5 days after such change.
 - 1.1.1.2 The Contractor shall ensure that the Contact Person confirms the Customer no later than 30 days after signing the Agreement, that any and all persons involved in the supply under this Agreement for the Contractor and/or its subcontractors have demonstrably been informed of these Security Measures.
 - 1.1.1.3 Whenever the supply under the Agreement involves processing of personal data for the Customer by the Contractor, the Contractor shall enter into a personal data processing agreement pursuant to General Data Protection Regulation;
 - 1.1.1.4 The Contractor shall make an analysis and security risk assessment of the information infrastructure which is part of the subject-matter of the Agreement (the solution supplied hereunder) and, based on the results, it shall propose measures to minimize or eliminate any detected risks and present such measures to the Customer for approval. Such measures must be proposed and consolidated, taking account of the risk assessment results.
 - 1.1.1.5 For Software Modules with Continuous Upgrades, the Customer shall detect technical vulnerabilities and configuration discrepancies of the supply under the Agreement on a regular basis and inform the Contractor accordingly without undue delay. Detected technical vulnerabilities must be evaluated in the light of any relating risks and the Contractor must implement corrective measures depending on the nature of the supply. Any such corrective measures must be approved by the Customer.
 - 1.1.1.6 The Contractor shall orientate to any and all security requirements in development and support processes at least in the scope according to the requirements stipulated in ISO/IEC 27001.
 - 1.1.1.7 The Contractor shall store data about the operation (operational and localization data) in compliance with the requirements defined in Art. 4.2.2 of this Appendix 3 for the contents of operating incidents.
 - 1.1.1.8 For Software Modules with Continuous Upgrades, the Contractor shall secure any transmission of data and information in its responsibility in order to meet the security requirements for their confidentiality, integrity and availability throughout the provision of the supply for the Customer.



- 1.1.1.9 The Contractor shall assist the Customer, within the terms agreed between the Customer and the Contractor in carrying out security tests after Software/Upgrade is delivered.
- 1.1.1.10 If the supply includes any installation of the operating system, or third-party SW, only the latest updated versions of such products, compatible with the Software, may be used for installation.
- 1.1.1.11 Any and all confidential information¹ provided by the Customer in connection with the supply shall not be kept non-encrypted and shall be protected against unauthorized access unless otherwise agreed by the parties on a case-by-case basis.
- 1.1.1.12 The production environment of the ESIS system shall contain only compiled or executable code, if applicable, and other scripts and data necessary to operate the ESIS system.
- 1.1.1.13 The Contractor shall install any new SW or new versions of SW on the basis of pre-approved migration procedures².

2. PHYSICAL PROTECTION AND ENVIRONMENT SECURITY

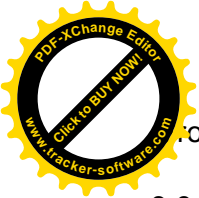
- 2.1 The Contractor shall comply with the operating rules of buildings (safety precautions) and leased areas, as regards the physical protection of security zones where the components of the ESIS systems and/or data carriers are located (hereinafter also referred to as the “**Site**”) when accessing Customer’s Site. The Customer will share corresponding information on operating rules of buildings with the Contractor in advance.
- 2.2 The Contractor shall not leave any installation, backup or archiving media or documentation for the ESIS system which is the subject-matter of the supply hereunder unattended or freely available in the Site.

3. ACCESS CONTROL

- 3.1 The Contractor acknowledges and agrees that access to the ESIS system may be provided only to the physical entity of Contractor’s (or subcontractor’s) employees recorded in Identity Register kept by the Customer, based on the Contractor’s access request. Such information is subject to name and surname.
- 3.2 The Contractor acknowledges and agrees that its employee must provide their personal data to the Customer in the scope required for opening such access, otherwise the Customer shall not be obliged to allow such Contractor’s employee to access the ESIS system. Contractor’s employees with granted (physical, logical) access to the ESIS system acknowledge and agree that the evaluation of movement and activities carried out in the Customer’s premises (e.g. monitoring using Security Information and Event Management) involves personal data processing.
- 3.3 The Contractor acknowledges and agrees that granting access privileges to any Contractor’s employee shall be governed by the principle of least privileges and that no Contractor’s employee is automatically entitled to such access.
- 3.4 The Contractor agrees that granted access may not be shared by multiple Contractor’s or subcontractor’s employees.
- 3.5 The Contractor agrees that any remote access to the ESIS system shall always be carried out through secure VPN connection.

¹ Confidential information pursuant to this Annex means identification data of the certificate, passwords, access privileges, programs, critical libraries.

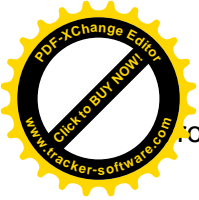
² Migration procedures mean sets of steps defining the transfer of data between two or more systems of the ESIS.



- 3.6 Prior to connecting any terminal equipment, mobile terminal equipment or active network component, such as network switches, WiFi access points, routers, or hubs, to the Customer's computer network, the Contractor shall request approval from the Customer.
- 3.7 The Contractor undertakes to deactivate, without undue delay, any and all terminal equipment that is not used and/or any port of active network component that is not used.
- 3.8 The Contractor undertakes not to install or use any tools, such as Keylogger, Sniffer, Vulnerability Scanner, Port Scanner, Backdoor, rootkit and Trojan Horse or any other form of malware.
- 3.9 The Contractor undertakes to warrant that all its information systems that are connected to the Customer's network infrastructure are and will be protected against malware.
- 3.10 The Contractor undertakes not to develop, compile, or distribute any program code in any part of the ESIS system which is intended to control, disrupt, or compromise the ESIS system illegally or to obtain data and information illegally.
- 3.11 The Contractor undertakes to warrant that no person engaged in the provision of supply for the Customer in the ESIS:
 - a. stores or shares any data and information of ethically inappropriate contents contrary to morality or damaging the Customer's reputation;
 - b. downloads, shares, stores, archives and/or installs any data or executable files in violation of the license conditions and/or copyright act;
 - c. sends chains e-mails.
- 3.12 The Contractor undertakes to warrant that security patches are applied, and antivirus protections are installed, run and updated in any external devices (laptop/computer) of all the persons engaged in the provision of supply for the Customer and accessing the Customer's internal network or ESIS.
- 3.13 The Contractor undertakes to warrant that any person engaged in the provision of supply for the Customer and accessing the Customer's internal and/or ESIS system protect authentication means and details to the Customer's ESIS system. The Contractor acknowledges and agrees that if user authentication fails, the applicable account may be blocked and considered a cyber security incident pursuant to the applicable documentation and applicable procedures for handling cyber security incidents may be applied (such as immediate access revocation to information assets for a natural person or an external entity). The Customer acknowledges that these measures may not be to the Contractor's disadvantage. Insofar as the Contractor is prevented from providing the services as a result of the measures, it shall be released from its obligation to provide the services.

4. MONITORING ACTIVITIES

- 4.1 The Contractor acknowledges and agrees that all its activities or supplies made or provided in the Customer's system environment shall be monitored and assessed by the Customer on a regular basis with respect to the contents of this agreement and the Customer's internal documents, of which the Contractor was made aware.
- 4.2 The subject of performance must provide audit records (logs) on the activities performed in GS RealTime & GS BIS, to the extent specified:
 - 4.2.1 The Contractor ensures for recording of security and operational events
 - a) a unique network identification of the originator's equipment when a tool is used in the communications network that changes its network identification,



- b) gathering information on security and operational events; it particularly records
 1. the date and time including the time zone specification,
 2. type of activities,
 3. identification of the technical asset that recorded the activity,
 4. a unique identification of the account under which the activity was performed,
 5. a unique network identification of the originator's equipment, and
 6. success or failure of the activity,
- c) the protection of information obtained under letters a) and b) from unauthorized reading and any alteration made from GS RealTime & GS BIS,
- d) recording of
 1. logging in/out for all accounts including failed attempts,
 2. activities performed by administrators,
 3. successful and unsuccessful handling of accounts, permissions, and rights,
 4. failures to perform activities due to the lack of access rights and permissions,
 5. user activities that may affect the security of the information and communication system,
 6. starting and ending of activities of technical assets, and
 7. critical and error messages concerning technical assets
- e) synchronization of the uniform time of technical assets at least every 24 hours.

4.2.2 The Contractor retains the possibility that the Software records events recorded pursuant to Art. 4.2.1 for at least [REDACTED].

4.3 The Contractor undertakes to allow access to the Customer 's audit data (logs) in such a way that it can be processed by the IBM QRadar SIEM tool.

5. ACCEPTANCE OF SUPPLY

5.1 Not applicable

5.2 The Contractor is responsible to ensure that at the time of delivery Software Modules with Continuous Upgrades supplied to the ESIS contain most recent security patches³.

6. INFORMATION EXCHANGE

6.1 For Software Modules with Continuous Upgrades, the Contractor undertakes to warrant that any transfers of data and information must be sufficiently secured using the most recent resilient cryptographic algorithms and cryptographic keys.

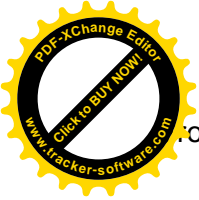
6.2 The Contractor undertakes to warrant that online transactions made using web technologies shall be protected by SSL certificates.

6.3 The Contractor is obliged to give the Customer any and all requested data, operating data and information related to the subject-matter of this Agreement without undue delay after the Customer's request.

7. HANDLING CYBER SECURITY INCIDENTS

7.1 When providing supplies under the Agreement for the Customer, the Contractor undertakes to determine activities, roles and their responsibilities and powers leading to handling cyber security

³ Software updates to a higher version.



incidents and events rapidly and effectively. The Contractor shall proceed in accordance with such determined and described rules, and shall report any cyber security incidents and events, incl. cases of personal data security breaches, that affect or could affect the Customer, to the Customer immediately after they are detected. Furthermore, the Contractor shall evaluate information about cyber security incidents and events, and shall keep records about such information, cyber security incidents arisen, incl. short-term and long-term corrective measures applicable to all parts of the solution managed by the Contractor, and about risks relating to the business continuity and to keep such records for future reference.

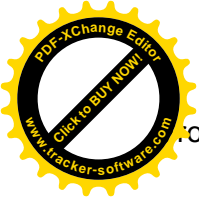
- 7.2 The Contractor is obliged to immediately notify the Customer about cyber security incidents related to the performance of the subject of the Agreement (by phone at [REDACTED] and in writing to: [REDACTED]). The notification shall include a description of the nature of the cyber security incident.
- 7.3 If a cyber security incident, or cyber security event occurs and such cyber security incident is handled and evaluated as a security incident of the Customer, the Contractor shall assist the Customer for instance by providing logs and identification details (such as IP address, MAC address, HW type, serial number, or IMEI) of the terminal equipment or mobile terminal equipment concerned, for contents analysis, if any).
- 7.4 The Contractor is obliged to analyse the causes of a cyber security incident or event and to propose measures aiming to avoid its repetition if the Contractor caused such security incident or contributed to its occurrence.

8. CHANGE MANAGEMENT

- 8.1 The Customer shall review any impact of changes as part of the ESIS change management and shall determine significant changes pursuant to the Regulation.
- 8.2 With respect to significant changes, the Customer documents their management, makes a risk analysis, implements measures to reduce adverse impacts of significant changes, makes updates to security policy and security documentation, ensures ESIS testing and ensures the option of returning to the original condition.
- 8.3 The Customer is obliged to inform the Contractor of the results of the management of changes which have impacts on the performance of the subject-matter of the Agreement by the Contractor.
- 8.4 The Contractor shall provide the Customer with reasonable assistance necessary for analysing relating risks, in implementing measures to reduce all adverse impacts relating with changes made by Contractor, in updating security documentation, relating testing and in ensuring the ability of returning to the original condition. The Customer shall bear the costs on a time and material basis and the agreed hourly rates.
- 8.5 The Contractor shall provide the Customer with reasonable assistance necessary for penetration testing or solution vulnerability testing. The Customer shall bear the costs on a time and material basis and the agreed hourly rates.

9. BUSINESS CONTINUITY MANAGEMENT

- 9.1 The Customer is authorized to integrate the Contractor in the business continuity management, including the authorization to integrate the Contractor in the business continuity plan relating to the ESIS and relating services and/or to integrate the Contractor in the Customer's emergency



plan. If Parties mutually agree that such services are beyond the scope of Services, the Customer may request such services as Ordered Work.

- 9.2** The Customer is obliged to inform the Contractor about the manner of the Contractor's integration in accordance with Art. 9.1 of this Appendix 3.

10. CONTRACTOR'S INFORMATION REQUIREMENTS

10.1 The Contractor is obliged to inform the Customer, without undue delay, about any significant change in the Contractor's controlling entity (entity directly or indirectly exercising decisive influence in a business corporation) and/or Contractor's controlled entities and/or Contractor's shareholder structure and/or any change of the ownership of basic assets, as well as any change of the Contractor's authorization to dispose of the assets that are used to provide the supply hereunder.

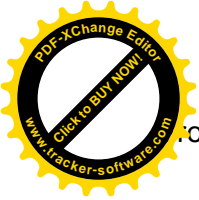
10.2 The Contractor is obliged to inform the Customer about the risk management method, as well as any residual risks relating to the performance of the subject-matter of this Agreement at the Customer's written request.

11. DATA DESTRUCTION

11.1 If the Contractor is obliged to delete data and destroy technical carriers and/or operating data and/or information and any copies thereof as part of the supply hereunder, the Contractor shall act in strict compliance with the rules of data deletion and in compliance with the methods of destruction of technical carriers, operating data, information, and any copies thereof as prescribed in DIN 66399.

12. INSPECTION AND AUDIT OF CONTRACTOR

12.1 The Contractor shall provide the Customer with any and all information reasonably requested to prove that obligations arising from this Appendix are fulfilled.



Appendix 4 - Service Level Agreement (SLA)

1. Overview

This document outlines the framework conditions for the Service Levels that shall apply to the maintenance Services delivered by INFORM for the Software. It provides definitions of Severity Levels and assigns response, restore, and repair times in case of any Issue and /or Defect in the Software. To report any kind of Issue, Customer is to use the JIRA Issue tracking tool used by INFORM. In this tool Customer can define whether the Issue is a Bug, Question, Task or Request. In case Customer classifies an Issue as a Bug, INFORM will investigate such Issue and determine whether it is an Issue of any kind or a Defect. The consequence of INFORM's classification of an Issue as a Defect is the applicability of the warranted Repair Time defined further down in Clause 5 of this Appendix.

2. Definitions

Detailed Information Time: Meantime between Customer reporting an Issue or Defect (with sufficient information) and INFORM answering with detailed information about problem specifics and the solution strategy.

Repair Time: Meantime between Customer reporting a Defect (with sufficient information) and INFORM removing the reported Defect in particular by a bug fix / patch if necessary / possible or providing another solution by INFORM for the reported Defect.

Response Time: Meantime between Customer reporting an Issue (with sufficient information) in JIRA and INFORM's first qualified comment. If Customer has no access to JIRA or if Customer has chosen the Option "24/7 Support", the meantime between Customer reporting the Issue and INFORM acknowledging the report or providing initial feedback (via phone or email).

Restore Time: Meantime between Customer reporting that the System cannot be used and INFORM restoring of the System in such a way that the System can be used again.

Severity Level: Means the criticality of an Issue as defined in Clause 4 further down.

Service Level: Means the Response, Restore and Repair Times warranted depending on the Severity Level as defined in Clause 5 further down.

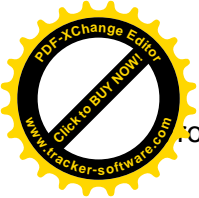
Solution: Means the delivery of any possible outcome of Issue investigation including but not limited to the provision of an acceptable workaround, of instruction how to solve the Issue (by the Customer itself) or the provision of a Bug-fix Version. In the event the Issue lies outside the responsibility and influence of INFORM, a Solution may also be the information that the Issue has to be resolved by Customer or a third-party, however INFORM is obligated to provide the Customer with instructions and information about the procedure of resolving such Issue.

Working Day: Means eight (8) working hours within the Office Hours.

3. Precondition

To enable INFORM to warrant the Service Levels, Customer has to provide INFORM with Issue reports in JIRA (alternatively via email in case JIRA is not available to Customer) which comprise at least the following details:

- time and date of observation of the Issue
- environment where the Issue occurs
- functions that are not available
- exact wording of error message as appeared to the Customer, if possible as screenshot



- server log files
- GUI log files
- DB dump where the Issue is detectable.

Customer warrants the availability of qualified personnel from all other service providers who may be involved in the maintenance process in a manner that they fully match the same service levels INFORM is bound to. INFORM shall not be held liable for any non-compliance with this Service Level Agreement due to the lack of timely availability of such qualified service providers. For the sake of clarity, INFORM shall also not be liable for any non-compliance with this Service Level Agreement resulting from missing access to the Customer’s Production Instance.

4. Severity Levels

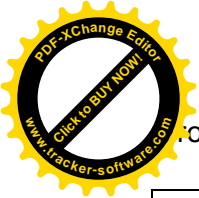
The reported Issues shall be classified as per the following Severity Levels:

Severity Level	Description
Critical Incident *	The Critical Incident affects the Production Instance in a way that the System is down and/or continuation of work with essential functions is not possible and/or critical Interfaces and/or critical Batch Operations do not work and no acceptable workaround is available. The Critical Incident leads to permanent loss of important data; and/or The Critical Incident leads to cumulative delays.
A	The Issue/Defect refers to the Production Instance and it affects essential functions, but continuation of work is generally possible and/or with acceptable workaround, and/or Issue/Defect leads to financial penalties, and/or leads to wrong/ critical decisions, and/or disturbs operation. The Issue/Defect occurs frequently.
B	Use of the System is not restricted and/or non-critical functions are affected.
C	Cosmetic Defect, and/or Defect has no or small impact on business process. Non-essential problem.

5. Service Levels

The following table contains Response Times, Detailed Information Times, Restore Times and Repair Times (only applicable to Defects) according to the above-defined Severity Levels.

Severity Level	Reporting Medium	Response Time	Detailed Information	Restore Time	Repair Time, only applicable to Defects
Critical Incident	Incident has to be reported via phone to the Hotline and subsequently via entry into JIRA	[REDACTED]	[REDACTED]	Starting of investigation: [REDACTED] after call (*) Restoration of System within [REDACTED]	If the System is restored and a permanent Solution is necessary, the bug will be categorized

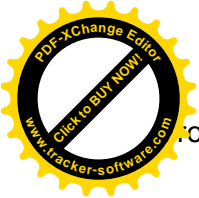


				4 Service Hours after call (*)	as Severity Level A or B (**)
A	Bug has to be reported via complete entry into JIRA and via phone or email (if JIRA is not available) to the Quality Team	[REDACTED] (via email receipt or first qualified comment in JIRA)	[REDACTED]		[REDACTED]
B	Bug has to be reported via complete entry into JIRA and via email (if JIRA is not available) to the Quality Team	[REDACTED] (via email receipt or first qualified comment in JIRA)	[REDACTED]		Provision of Solution within next planned Bug-fix Version or Maintenance Release (if possible). Latest in 8 weeks for Defects (**)
C	Bug has to be reported via complete entry into JIRA and via email (if JIRA is not available) to the Quality Team	[REDACTED] (via email receipt or first qualified comment in JIRA)	[REDACTED]		Provision of Solution within next planned Maintenance Release or Upgrades if possible, for Defects (**) For modules with Continuous Upgrades where code changes are necessary will be delivered in the next planned Upgrade under conditions of paragraph 4.7.

(*) these times correspond to the agreed Service Hours in the Agreement.

(**) if no other delivery plan is agreed between Customer and INFORM

In case INFORM requests necessary information to resolve the Issue either by assigning back the JIRA issue to Customer or by sending an email to the reporter of the Issue, the Repair Time is interrupted and shall be extended by the time INFORM awaited Customer's answer.
 Restore Time shall only start after INFORM got access to the System and can only be warranted if the complete System setup is sufficiently fail-safe.
 Service Levels shall not apply if the technical setup or processes have been modified by Customer in a way that prevents INFORM from analyzing an Issue or, in general, hinders INFORM's ability to perform its maintenance responsibilities per this Agreement.



Appendix 5 - Optional Services

The following Optional Services can be ordered separately, each as an option to the Agreement. Customer shall be representing the order of such options at the Fees indicated below and, on the terms, and conditions of the Agreement.

Optional Services:

Installations or move over from Test to Production Instance carried out by INFORM

Bug-fix Versions and Maintenance Releases are provided free of charge on a Download Server. This option provides for an extension of such Service by which INFORM would install Bug-fix Versions or Maintenance Releases including Software Changes in Customer's production environment. Customer's approval to move to production environment is required.

INFORM will use the approved named logins to provide these Services.

Versions that are tested in Customer's test instance have to be moved, after acceptance, to the Production Instance. This is normally done by Customer's administration team. The ordering of this option would include this service in INFORM's responsibility. To enable INFORM to provide such service, the Customer has to notify INFORM of an adequate time period for the provision of such Service in a timely manner. This Service includes the application for intervention requests, installation also outside Service Hours and System checks after installation.

Support of Additional Instances

Maintenance Services as described in this document are offered for one single Production Instance (one single executable, one single set of configuration files, one single database instance, herein referred to as Production Instance). If more than one Production Instance shall be supported and maintained by INFORM or other instances such as test, staging or training instances, or more than one organizational Customer support team is responsible for the Software, this can be made part of the Agreement by ordering this option. For the avoidance of any doubt, also for Additional Instances the Service Levels are only applicable to the Production Instance supported by INFORM.

Extended Service Hours for Critical Incidents

At additional charge as per the table further down in this Appendix, INFORM agrees to make itself available through a dedicated telephone number beyond the Service Hours mentioned in Clause 4.10 of the Agreement up to [REDACTED], seven days a week to receive Severity Level for Critical Incidents (according to the classification of Appendix 1 attached hereto) related to the Real-Time components of the Software (defined as such in the table in Clause 1 of Appendix 1).

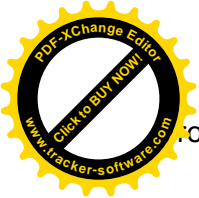
Available options are:

[REDACTED]
[REDACTED]
[REDACTED]

Service Budget

INFORM offers a certain amount of person days per year for other services which are not included in the Agreement. Such services are related to maintenance and support of the System, e.g.

- annual health checks (technical and functional)
- annual data consistency check
- functional support (including re-modeling, re-configuration and re-parameterization)
- refresher and new trainings (user and technical)

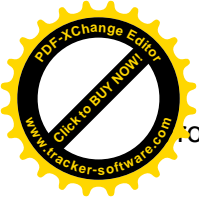


With this option for these services can be ordered as a yearly budget package. Unused days shall expire six months after the end of the year. Days can only be split into half days, not into hours.

Fees for and Selection of Optional Services:

Optional Service	List Price CZK without VAT	Ordered/Quantity	Fee in CZK without VAT
Installations or move over from Test to Production Instance done by INFORM	██████████	Yes	██████████
Support of Additional Instances	2% of license fee per second instance, 1% per each Additional Instance after the second.	No	---
Service Budget	Price per day: ██████████ (or current official daily rates).	No	---
Extended Service Hours for Critical Incidents ██████████ ██████████	██████████ / year	Yes	██████████r

For the avoidance of any doubt, yearly prices for ordered Optional Services marked as “Yes” in table above are included in Annual Maintenance Fee as per Appendix 1 hereof.



Appendix 6 – Service Rebates

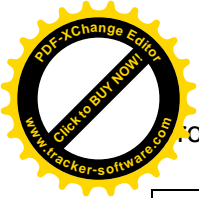
In the event of non-compliance with the Service Levels defined in Appendix 4, the Customer is entitled to claim Service Rebates in accordance with table below.

Customer's entitlement to claim service rebates starts upon the occurrence of the failure to correct the Defect in compliance with such contracted Service Levels and ceases [redacted] after written (e-mail) acceptance of resolution of the Defect by the Customer. INFORM shall have the possibility to demonstrate that the non-compliance with the Service Levels was not attributable to INFORM's sole fault. In case of doubt, the entries in JIRA shall be the device for evidence. Undisputed and due service rebates shall be sent as credit note to Customer.

The Parties agree upon the Service Rebates as follows:

Severity Level	Delay duration regarding Restore and Repair Times	Service rebate
Critical Incident	[redacted]	[redacted] per case where the delay duration is more than [redacted] but less than or equal to [redacted]
	[redacted]	[redacted] per case where the delay duration is more than [redacted] but less than or equal to [redacted]
	[redacted]	[redacted] per case where the delay duration is more than [redacted]
A	[redacted]	[redacted] per case where the delay duration is more than [redacted] but less than or equal to [redacted]
	[redacted]	[redacted] per case where the delay duration is more than [redacted] but less than or equal to [redacted]
	[redacted]	[redacted] per case where the delay duration is more than [redacted]
B	[redacted]	[redacted] per case where the delay duration is more than [redacted] but less than or equal to [redacted]
	[redacted]s	[redacted] per case where the delay duration is more than [redacted] but less than or equal to [redacted]
	[redacted]	[redacted] per case where the delay duration is more than [redacted]

Severity Level	Delay duration regarding Start of Investigation	Service Rebates
Critical Incident	[redacted]	[redacted] per case where the begin of investigation is later than [redacted] but less than or equal to [redacted]
	[redacted]	[redacted] per case where the begin of investigation is later than [redacted] but less than or equal to [redacted]
	[redacted]	[redacted] per case where the begin of investigation is later than [redacted]



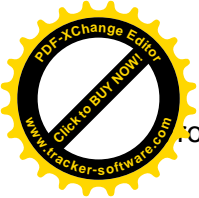
A	[REDACTED]	[REDACTED] per case where the begin of investigation is later than [REDACTED] but less than or equal to [REDACTED]
	[REDACTED]	[REDACTED] per case where the begin of investigation is later than 6 days but less than or equal to [REDACTED]
	[REDACTED]	[REDACTED] per case where the begin of investigation is later than [REDACTED]
B	[REDACTED]	[REDACTED] per case where the begin of investigation is later than [REDACTED] but less than or equal to [REDACTED]
	[REDACTED]	[REDACTED] per case where the begin of investigation is later than [REDACTED] but less than or equal to [REDACTED]
	More than [REDACTED]	[REDACTED] per case where the begin of investigation is later than [REDACTED]

The sum of all Service Rebates (according to this Appendix 6 and also Service Rebates for availability according to Appendix 7) per year shall in no case exceed [REDACTED] of the Annual Maintenance Fee mentioned in Appendix 1.

For each Defect only one Service Rebate can be claimed. If there are more Service Rebates for one Defect applicable, the higher one can be claimed.

Service Rebates (according to Appendix 6 and Appendix 7) shall not apply if the technical setup or processes have been modified by Customer in a way that prevents INFORM from analyzing an Issue or, in general, hinders INFORM's ability to perform its maintenance responsibilities per this Agreement.

Payment of any Service Rebates will be without prejudice to the right to claim damages. In case the Service Rebates is reduced by a court ruling, the Customer's right to claim damages in full remains unaffected. If any legal regulation sets a penalty for a breach of the contractual obligation (at any time during the term hereof), the Customer's right to claim damages in full will not be affected by such a claim. Service Rebates will be deducted from claimed damages.



Appendix 7 – System Availability

“System Availability” means the time during which the System shall be available to be used by the Customer.

System Availability consists of the readiness for use of the single elements of the System like Software, interfaces and required databases and, in the forthcoming, refers only to such elements that have been delivered by INFORM and for which maintenance INFORM is responsible.

The following definitions are relevant to define and calculate System Availability:

Maintenance Windows:

Maintenance Windows mean the planned and agreed time windows for the System to be shut down for planned maintenance Services.

Planned Downtime:

Planned Downtime means the time during which the System is unavailable for planned and agreed maintenance Services (e.g. installation of a Bugfix-Version or Maintenance Releases, backup activities, recovery and rollover actions).

Downtimes based on planned maintenance Services do not count towards the calculation of the Effective System Availability (defined below).

Activities which are required and planned by Customer shall be counted as Planned Downtime if a shutdown of the System is necessary. This includes all Software Changes to the System that are required by the Customer.

If an agreed Maintenance Window has to be extended for whatever reason, and this extension is agreed by the Parties, the resulting System downtime shall not count towards the calculation of the Effective System Availability.

INFORM will use its best endeavors to plan maintenance Services within the agreed Maintenance Windows. If for whatever reason maintenance Services have to be executed outside the agreed Maintenance Windows, this will be counted as Emergency Downtime (see “Unplanned Downtime” below).

Unplanned Downtime:

Unplanned Downtime is the time during which the System is not available due to any of the following situations:

- ❑ **Emergency Downtime:** unscheduled time during which the System is shut down in order to resolve a potential or existing problem outside the agreed Maintenance Windows
- ❑ **Unplanned Downtime:** unexpected and unannounced failure of the System.

An Unplanned Downtime which is not due to INFORM’s sole fault (e.g. loss of network connections, power failure) shall not be taken into consideration towards the calculation of the Effective System Availability.

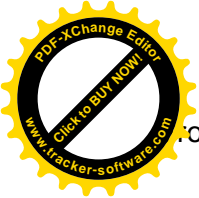
Agreed System Availability:

The Agreed System Availability is set forth as [REDACTED]

Effective System Availability:

The Effective System Availability is calculated per calendar year as a percentage of the Unplanned Downtime in relation to the Agreed System Availability:

$$EffectiveSystemAvailability = \frac{AgreedSystemAvailability - UnplannedDowntime}{AgreedSystemAvailability} * 100$$



Example:

- ❑ Agreed System Availability for a telephone system: [REDACTED]
- ❑ During a week, the system suffered an Unplanned Downtime of 4 hours
- ❑ The Effective System Availability then is $(168-4)/168 \times 100\% = 97.61\%$

System Availability Target:

INFORM confirms a System Availability Target of 99,5% per year for the Software Modules marked as “Yes” in the column “[REDACTED]” of the table in Clause 1 of the Appendix 1 hereof.

Service rebates for non-compliance with the SLA

The Effective System Availability will be calculated by Customer upon the end of each twelve-month Maintenance invoicing period. The Customer is obliged to notify INFORM of any Unplanned Downtime he intends to count towards the Effective System Availability.

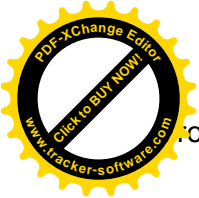
INFORM shall have the right to demonstrate that the non-compliance with the System Availability Target was not attributable to INFORM’s sole fault. In case of doubt, the entries in JIRA shall be the device for evidence.

If the System Availability Target is not met, Customer shall have the right to claim service rebates in case the non-compliance is due to INFORM’s sole and exclusive fault. Customer’s entitlement to claim service rebates starts upon the notification of the twelve-month calculation of the Effective System Availability and ceases [REDACTED] days thereafter. Undisputed and due service rebates shall be deducted from the invoice for the subsequent Maintenance period.

If INFORM breaches his obligation of System Availability, INFORM shall pay the Customer a Service Rebates in the amount according to the following table:

The Parties agree upon the following Service Rebates:

Excess	Service Rebates
Less than 99,5 % for a calendar year, but more than or equal to 99,0% in a year for Software Modules marked as “Yes” in the column “[REDACTED]” of the table in Clause 1 of the Appendix 1	[REDACTED] if the Effective System Availability per year is between 99,0 % and 99,5%
Less than 99,0% for a calendar year, but more than or equal to 98,5% in a year for Software Modules marked as “Yes” in the column “[REDACTED]” of the table in Clause 1 of the Appendix 1	[REDACTED] if the Effective System Availability per year is between 98,50 % and 99,0%
Less than 98,5% for a calendar year for Software Modules marked as “Yes” in the column “Service Hours [REDACTED]” of the table in Clause 1 of the Appendix 1	[REDACTED] if the Effective System Availability per year is below 98,5 %
Less than 99,5% for a calendar year for non [REDACTED] relevant components/ modules	[REDACTED] if the Effective System Availability per year is less than 99,5 %

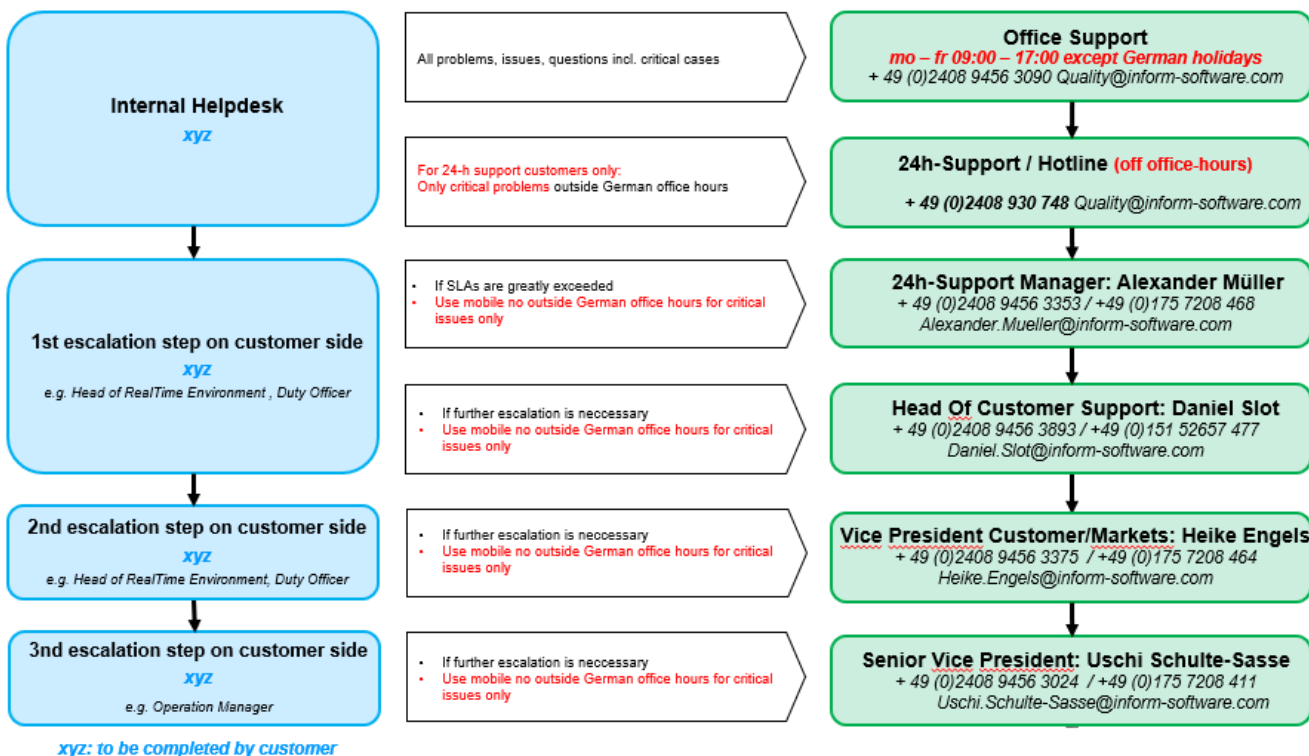


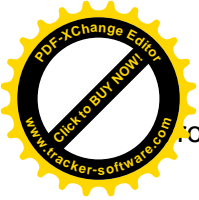
Appendix 8 – Escalation Path

Escalation Path

Customer

INFORM





Appendix 9: Rules for providing Remote Access VPN

Definition of basic terms:

- **VPN:** Virtual private network (VPN, short for Virtual private network) is the name of a technology that allows you to access your corporate network remotely over the Internet.
- **Authorized Persons for VPN access:** The Contractor shall submit to the Customer a list of persons (Name, mobile telephone number) who will provide support for the Software.
- **Authentication Service:** The authentication service ensures the delivery of a one-time password in the form of an SMS to the relevant telephone number of the Authorized Person for VPN access. In this context, the term two-factor authentication is used, where the user is authenticated based on the one-time password he received and the currently valid password for the domain account.
- **Authentication:** unambiguous user authentication by entering a username, domain password and a password generated by the Authentication Service. Based on the entry of this information, the user will be checked, and access will be granted or denied.
- **VPN portal:** The VPN service is available at: <https://stargate.cah.cz/sms>

Conditions for setting up a VPN service:

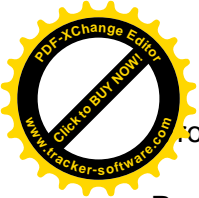
- The VPN service can only be provided to the Contractor who has a valid service contract with the Customer and / or the Controlled Entity.
- Industry standard requirements will be implemented upon delivery of a duly completed and approved application (see "Request for the establishment of remote access via VPN for the Contractor" below).
- Approval on behalf of the Contractor is performed by the responsible representative to represent the Contractor in technical matters by e-mail in response to the request, which will be delivered after completion by the responsible representative to represent the Party in technical matters on the part of the Customer.

Reporting od problem with VPN:

All failures and problems with the VPN system must be provided by the Contractor to the Helpdesk of the Customer, on the phone number: +420 220 113 000.

Confidentiality:

The Contractor, as a user of the VPN system, is obliged to maintain the confidentiality of all information obtained in connection with the use of the VPN system, if this information is not commonly available in business circles, and to ensure that it is not leaked and misused. The Contractor further undertakes that all internal information obtained using VPN system will be used exclusively for the purpose for which it will be intended by the VPN system operator.



Request for the establishment of remote access via VPN for the Contractor:

1. Operator of VPN access

Name: **Letiště Praha, a. s.**
Address: **K letišti 1019/6, Praha 6, Ruzyně, 161 00, CZ**
IC: **28244532**, DIC: **CZ699003361**

2. Contractor of VPN access

Name:
Address:
IC:, DIC:
Contractor delegate:
Contract #:

3. Request substantiation

Test
Applicant:
Date:

4. Systems

System name	Action
....	...

5. Contractor employees

Surname	First name	Personal #	Login	Action
....

Approve

Reject