

# Contract for the Provision of Software Services

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concluded in accordance with Section 1746 (2) of the Civil Code on the day, month and year indicated below  
by the Contracting Parties

**1. Golden Support s.r.o.** ID No. 02713799

registered office: Braunerova 563/7, Liben, 180 00, Prague 8, Czech Republic

Tax ID No. CZ02713799

the company registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, entry 222936

Represented by: Ing. Jiri Hubalek and Olga Mala

*as the Provider of the one part*

and

**2. Letiště Ostrava, a.s.,** ID No. 26827719

registered office: Mošnov 401, 742 51 Mošnov, Czech Republic

Tax ID No. CZ26827719

the company is registered at the Regional Court in Ostrava, file reference B 2764

person authorised to act in contractual matters: xxx

person authorised to act in technical matters: xxx

*as the Customer of the other part*

Contract number: OA2401 or 24070

## **Article 1 Subject of the Contract**

I. 1. The subject of this Contract is the obligation of the Provider to ensure for the Customer, for the limited period of duration of this Contract and under the terms stipulated in this Contract, the possibility of using the contractor's specified software application within the Customer's business activities, as well as administration services and consultancy activities to the extent and under the terms of this Contract.

I. 2. The software application (hereinafter referred to as "SW") is the cargo-handling program "SKYLINE for GHA" in the STANDARD CLOUD version. The software application is located (or hosted) on the Provider resources. The detailed description of the SW is specified in Annex No. 1 "System specification".

I. 3. The Customer is entitled to use the SW based on this Contract. The Provider undertakes to provide the Customer with the relevant access information within 30 days of the date this Contract is signed.

I. 4. Along with the access information, the Provider also undertakes to deliver to the Customer the user documentation to the SW. As part of the maintenance and administration services under this Contract, the Provider is obliged, for the duration of this Contract, to perform remote maintenance, monitoring and control of the functionality of the SW, administration (administrator's access) and – under the terms specified in Annex No. 2 "Service level agreement", hereof – the repair and removal of reported defects in the application, as well as remote telephone, helpdesk and e-mail support.

I. 5. The Provider is obliged to carry out the administration of the embedded data in the Provider's environment.

## **Article 2**

### **Term of the Contract and Termination**

#### **The place of supply of services**

II. 1. This Contract is concluded for a fixed period from 1st May 2024 to 30th April 2027 (hereinafter "the Initial term").

II. 2. The Provider and the Customer have agreed that if the Customer duly meets its obligations under this Contract and is interested in extending this Contract after the expiry of the Initial term, the Contract will be automatically renewed for an additional period of three (3) years (hereinafter "the Additional term") provided that up to 90 days before the expiry of the agreed term of the Contract, neither of the Contracting Parties receives a notice requiring termination of the contractual relationship on the original date. The Contract shall in this case be extended under the same conditions.

II. 3. This Contract may be terminated by:

- i) written agreement of the Parties
- ii) notice of termination by either Party as per Article II. 2. of this Contract
- iii) either Party with immediate effect if the other Party becomes subject to an insolvency proceedings or ceases its business operation or if the Force Majeure Event as per Article 7 of this Contract continues for a period of 30 days or more.
- iv) Provider with immediate effect if the Customer is in default with its payment obligations for a period longer than 30 days, or if the Customer materially breaches the Contract pursuant to Article 6 of this Contract.
- v) Customer with 2 months' notice period commencing on the first day of calendar month following the month when the notice of termination was delivered to Provider, for any and no reason, in which case the Customer is obliged to pay the Provider 75 per cent of the monthly flat fee per each month following the termination of the Contract until the expiry of the Initial term or any of the Additional terms.

II. 4. The place of supply of the services is the registered office of the Customer.

## **Article 3**

### **Remuneration of the Provider and terms of payment**

III. 1. The remuneration of the Provider for the services provided consists of a fee for the implementation of SW and a monthly flat fee. The agreed remuneration does not cover requested changes and modifications or significant functionality additions beyond normal SW maintenance.

III. 2. The Provider's remuneration is payable to the Provider's bank account in FIO Bank: 2100609859/2010. The obligation to pay the remuneration shall be met by crediting the agreed service price in full to the Provider's account.

III. 3. Provider is entitled to issue invoices for the services provided once a month until the 15<sup>th</sup> day of the calendar month with a due date of 15 days from its issuance date.

III. 4. The invoice will be issued in PDF format and sent to the email address: xxx. Any rejection of the invoice due to unauthorized billing should be sent to the contact email address: xxx within 7 days of receiving the invoice.

III. 5. In the case of default in payment, the Customer is obliged to pay the Provider a contractual penalty of 0.05 % of the amount due for each day of delay. The contractual penalty will be charged to the Customer by a separate invoice.

III. 6. All the customer's fees to the provider are summarized in the **Chyba! Nenalezen zdroj odkazů.**

III. 7. All prices listed in Article 4, Article 5 and Annex No. 4 are without VAT.

III. 8. The contract doesn't cover SITA or ARINC fee, Customer must have an own contract with message broker.

III. 9. The contract doesn't cover Customers hardware (PCs, printers) etc.

#### **Article 4 Implementation fee**

IV. 1. The implementation fee is xxx CZK (in words: xxx Czech crowns).

IV. 2. The implementation fee covers:

- i) system server installation
- ii) messaging setup
- iii) basic prints setup based on the templates used in SKYLINE
- iv) price list setup that SKYLINE allows
- v) 1 week (5 working days) of support, training, and setup. Training of 5 employees in Czech language.
- vi) 40 man-hours for additional customization and development (prints customization, development of new functionalities, development and customization of price list, development of reports etc.)
  - (a) After these 40 man-hours are used up, subsequent requested changes will be considered as an Additional Work. Additional Work Requests will be priced according to the developer's hourly rate which is described below.

IV. 3. The implementation fee includes the costs of duty trips and accommodation.

IV. 4. The implementation fee payment schedule:

- i) xxx CZK – due date of 15 days from the signing of this Contract.
- ii) xxx CZK – the invoice will be issued three months after the signing of this Contract, with a due date of 15 days.

#### **Article 5 Monthly fee**

V. 1. Monthly flat fee for xxx processed Airway Bills per month:

- i) xxx CZK (in words: xxx Czech crowns)
- ii) monthly fee contains max. xxx processed Airway Bills

V. 2. Monthly flat fee for xxx processed Airway Bills per month:

- i) xxx CZK (in words: xxx Czech crowns)
- ii) monthly fee contains max. xxx processed Airway Bills
- iii) every Airway Bill beyond xxx processed Airway Bills per month will be charged additional each for xxx CZK.

V. 3. AWB must meet at least one of the following conditions to be considered as "processed":

- i) AWB has documents accepted
- ii) AWB has been processed in the Warehouse module

V. 4. The first monthly fee will begin to be charged to the Customer on the day of activation of the messaging service or on the day of signing the acceptance protocol, which confirms the satisfactory acceptance of the services. It is sufficient if at least one of these two

conditions is fulfilled. The amount of the monthly fee for the first month of using the system by the Customer will be calculated according to Article 5 in proportion to the number of days until the end of the month.

V. 5. The monthly flat fee covers the range of services in the STANDARD CLOUD variant.

V. 6. The developer's hourly rate for requested changes (Additional Work Requests) and modifications or significant functionality additions beyond normal SW maintenance is agreed at xxx CZK (in words: xxx Czech crowns). The hourly rate will be charged based on the ordered and pre-agreed work in helpdesk. The final invoiced amount can't be higher than 20 % above the initial estimation. Unless otherwise agreed, the provider can apply all the developed requested changes to all Customers of the Provider as well.

V. 7. The hourly rate for extra support is xxx CZK (in words: xxx Czech crowns). Extra support means consultations with customer, system settings on behalf customer i.e. clients, pricelist, rates, etc.). Does not include settings related to system functionality. The hourly rate will be charged based on the ordered and pre-agreed work in helpdesk.

V. 8. The provider is entitled to issue invoices for requested changes and extra support once a month until the 15th day of the calendar month with a due date of 15 days from its issuance date.

## **Article 6**

### **Rights and obligations of the Parties**

VI. 1. The Customer may not alienate, sell or rent the SW as a copyrighted work and may not use it for purposes other than those specified in the documentation or encumber it legally. The Customer may not reproduce or distribute the SW and is not entitled to lend copies of it or to communicate its content to a third party or to the public. Furthermore, the Customer may not make any modifications to the SW or create any data links.

VI. 2. In the event of non-compliance with the above restrictions under paragraph VI. 1., the Customer shall be obliged to pay the Provider a contractual penalty in the amount of xxx CZK per each breach. The Section 2050 of the Civil Code shall not apply.

VI. 3. When performing the Contract, the Provider shall comply with this Contract, the Customer's assignment and legal regulations, and shall follow good professional practice. The Provider further undertakes to keep confidential all the information found in the performance of this Contract, not to disclose it in relation to third parties and not to damage the good business name of the Customer.

## **Article 7**

### **Force majeure**

VII. 1. Neither party shall be liable for failure to perform its obligations, excluding payment obligations, under this Agreement, if such failure is caused by events such as fire, flood, energy supply interruptions, explosion, earthquake, epidemic, inability to procure services after due and timely diligence, riot, coup d'état, war, any act of government or any regulation affecting directly or indirectly the performance under this Agreement or any other cause beyond the reasonable control of a party (hereinafter referred to as the "Force Majeure Event").

VII. 2. Neither party hereto shall be held liable for a Force Majeure Event. If any Force Majeure Event occurs, the party delayed or unable to perform (hereinafter referred to as the "Nonperforming Party") shall give written notice to the other party, stating the nature of the Force Majeure Event and the amount of time the delay is expected to last (if known to the Nonperforming Party). The Nonperforming Party will be excused from any further performance of the obligations to the extent affected by such Force Majeure Event.

## **Article 8**

## Final provisions

VIII. 1. The contracting parties declare that they have been informed of the obligation to publish this contract in the contract register maintained by the Ministry of the Interior in accordance with Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts, and the contract register (the Contract Register Act), and they hereby consent to such publication, including the publication of personal data within the meaning of Act No. 110/2019 Coll., on the processing of personal data. The publication of the contract (without the publication of any fees, rates and prices) in the contract register under Act No. 340/2015 Coll. will be ensured by Letiště Ostrava, a.s. The contract shall become effective on the date of publication in the Contract Register.

VIII. 2. The Contracting Parties communicate with each other in writing (using mail or other express or courier items), by fax, e-mail, orally (in person or by telephone), by means of data (Internet portal) to the place of the registered office or branch, if so agreed. Legal acts relating to the formation, duration, modification or termination (withdrawal from the Contract) of the Contract must be made by the Parties in writing by registered mail. In the case of a change in the place of communication, the Contracting Party in which this change occurred shall notify the other Contracting Party without undue delay in writing (by mail or other express or courier items, fax, e-mail). Until such notification, the original place of communication is deemed to be valid.

VIII. 3. This Contract is governed by the laws of the Czech Republic, in particular by the Act no. 89/2012 Coll., Civil Code, as amended.

VIII. 4. After having read this Contract, the Parties hereby declare that they agree with its content, that it was drawn up on the basis of true information and their free will, and that it has not been agreed in duress or otherwise under unilaterally disadvantageous conditions. In witness whereof, they attach their signatures. This Contract contains the entire agreement of the Contracting Parties. Upon its signing, the validity of all previous arrangements between the Contracting Parties relating to the same subject matter shall cease.

VIII. 5. The Contract is drawn up in two counterparts, of which each Contracting Party shall receive one.

In ..... on .....

In ..... on .....

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Provider

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Customer

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Provider

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Customer

## **Annex No. 1 "System specification"**

**SKYLINE** for cargo warehouse management and cargo  
in accordance with Cargo IMP IATA standards.

### **1. SKYLINE**

- 1.1. It is a system designed for comprehensive handling of air cargo, from and governing the cargo terminal along with the exchange of data in the IATA Cargo IMP standard with airlines, forwarders, GSA and other GHAs.
- 1.2. The system automates the entire process of cargo handling in the field of import, export, transit and warehouse management.
- 1.3. Supports all message standards and is compliant with IATA's e-freight design.
- 1.4. The hosting solution for system installation minimizes the requirements for computer hardware, supervision and security procedures for information processing in the location where it is installed.
- 1.5. It is built on modern, secure and scalable IT architecture.
- 1.6. Internet access is required for the implementation and use of the system.
- 1.7. **SKYLINE®** includes many operational modules that are connected to fully adapt to the needs of the company, providing full control and information on the quality of air cargo handling.
- 1.8. The system includes a reporting module that can be used to improve quality, efficiency and measurement of cargo flow and cargo handling management.
- 1.9. The user of the SKYLINE system is not required to purchase a license to use databases, servers and their software for back-up systems or other IT tools. As part of the monthly fee for using SKYLINE system and his provider delivers these solutions and scales flexible it according to the needs of the customer.

### **2. WHY SKYLINE**

- 2.1. Currently available solutions on the market do not provide the required tools and flexibility and full coverage of all stages of the cargo handling business process, or if they meet these requirements, they are not available to small airports for price reasons.
- 2.2. **SKYLINE** system is designed and built to provide efficient air cargo handling software at small and medium-sized airports.
- 2.3. The system has many recommendations and positive reviews from users and cooperating airlines.
- 2.4. **SKYLINE** software offers an intuitive and user-friendly interface built on the basis of recommendations provided by experienced operators of cargo terminals.
- 2.5. The system contains a comprehensive package of reports and management reports that can be freely adapted and easily created new ones.
- 2.6. This product integrates all stages of the cargo handling process into one system.
- 2.7. Saves personnel costs in administration - by up to 70% while improving the quality of customer service.
- 2.8. Hosting architecture keeps the cost of hardware and IT support low.

### **3. HANDLING SYSTEM FOR AIR CARGO SKYLINE– DESCRIPTION OF FUNCTIONALITY**

#### **3.1. BASIC REQUIREMENTS:**

- 3.1.1. The system provides comprehensive and full handling of air cargo in the field of handling.
- 3.1.2. It provides effective cargo handling and gives high satisfaction to the customers served and also provides a two-way connection with the systems of the served customers meeting the IATA Cargo IMP or IATA Cargo XML standards and systems operating within e-freight.
- 3.1.3. It covers the entire handling process of aviation cargo and its maximum automation.
- 3.1.4. Provides tools for controlling, supervising and managing all air cargo processes as well as the ability to easily modify and automate these reports.
- 3.1.5. It is fully compatible and integrated with IATA Cargo-IMP and Cargo XML
- 3.1.6. It operates within the framework of the e-freight e-AWB and One Record IATA projects and will ensure data exchange with participants in these projects.
- 3.1.7. It has a modular structure, easily adaptable to the company's internal processes to ensure full coverage and handling of air cargo.
- 3.1.8. It will provide the possibility of exchanging data with the Customs in the area of temporary storage warehouse management and import and export customs declarations to the extent necessary to conduct the operation of a handling agent. The development of a local customs communication will be offered and priced separately, after a detailed analysis.
- 3.1.9. The system is operated on a high secure hosting cloud platform, along with the use of the basic functionalities of the system on the work site in a situation where there is a temporary lack of connection to the cloud.
- 3.1.10. It gives the opportunity to use the system in various locations of seriousness without increasing the fixed costs of IT service.
- 3.1.11. Thanks to the adopted solutions, it ensures the security of communication and access to information.

### **4. OBJECTIVES OF THE SYSTEM**

- 4.1. The system provides a full set of required tools and functionalities to cover all stages of the air cargo handling process by the handling agent. The introduction of the system should be preceded by an analysis of existing processes in the organization and the preparation of a change plan designed to improve the cargo handling process.
- 4.2. The software provides users with intuitive and environmentally friendly operations and combines all stages of the cargo handling process in one system and eliminates a large part of the administrative work and significantly reduces the fixed costs of IT service in the company.
- 4.3. Automatically settles the services provided according to the assumed general/ individual/detailed price lists.

### **5. THE SKYLINE SYSTEM INCLUDES THE FOLLOWING AREAS OF FUNCTIONALITY**

#### **5.1. AWB MODULE**

- 5.1.1. It enables the preparation of a ready-made AWB and includes all activities related to creating, receiving, editing and sending a document with minimal effort, in a proven in practice effective way.

- 5.1.2. It has additional functions enabling effective data entry into AWB and FWB and ensures automatic processing of the document and its initial filling based on previous data or submitted information.
- 5.1.3. Covers all stages of AWB work.
- 5.1.4. Works with all FWB and e-AWB document standards.

## 5.2. WAREHOUSE MODULE (WMS)

- 5.2.1. The warehouse management module is designed for warehouse administration.
- 5.2.2. It provides handling of shipments in the terminal at the level of individual shipments, packaging and ULD and allows you to define rules for import and export with a distinction between the GHM requirements of individual airlines.
- 5.2.3. It allows for efficient control of the status of shipments in the terminal and allows you to report the time of stay of shipments in the terminal and exceed the transit time.
- 5.2.4. It allows goods to be allocated to special storage areas based on SHC with AWB, while allowing automatic recording and control of the assignment of these shipments at the packaging level.
- 5.2.5. Warehouse module works on base of master AWBs.
- 5.2.6. Handles and monitors part shipments.

## 5.3. IMPORT MODULE

- 5.3.1. It covers the entire process, from unloading aircraft to storage at storage stations, and ensures its monitoring and control with the possibility of using FSU statuses.
- 5.3.2. It will ensure that the customer is notified of import shipments and suggest automatic forwarding to the correct place-of-custody fields and flights for transit shipments.
- 5.3.3. It offers tools that allow you to work efficiently even in the case of erroneous or non-existent incoming manifests and AWBs.
- 5.3.4. Provides tools for managing the storage of multi packaging goods.
- 5.3.5. Correctly and without interruption sweep the relevant messages with the systems of airlines and forwarders.

## 5.4. NOTIFICATION MODULE

- 5.4.1. It enables the management of the process of sending and handling automatic notifications about the arrival of goods to recipients and their authorized agents and the readiness of goods for receipt.
- 5.4.2. With the management of a database of recipients connected to their agents to receive digital notifications along with the management of the database of authorizations and authorizations for agents.
- 5.4.3. Delivery's ability to set the sending of e-mails are after accepting the shipment to the warehouse.

## 5.5. DELIVERY MODULE

- 5.5.1. Ensure automatic notification of the delivery of shipments according to the prepared and is intended to handle the receipt of shipments.
- 5.5.2. Ensures a smooth process of personal collection of the shipment by the customer or at an authorized agent.
- 5.5.3. It provides various ways to register the release of a shipment, including an effective solution of partial delivery of one shipment to several customers (deconsolidation) or the issuance of one shipment divided into several parts (split delivery).
- 5.5.4. Generates all documents and printouts for release, including billing reports.

## 5.6. EXPORT MODULE

- 5.6.1. Prepare and manage the entire process of acceptance and loading of



goods into the aircraft and provide the necessary information to aviation and forwarders based on FSU statuses.

- 5.6.2. It is to provide functions for creating and printing full flight documentation, including premanifest, cargomanifest, NOTOC, ULD labels, etc.
- 5.6.3. Exchange FSU messages with airline systems in real time.
- 5.6.4. The functions of the export module ensure an effective overview of reserved shipments and pending shipments, giving the possibility of quick preparation of loading without losing time and without the need to re-enter information about shipments into the system in the case of unloading.
- 5.6.5. The system supports NOTOC messages along with options for viewing, modifying, sending and printing.

#### 5.7. DGR MODULE

- 5.7.1. The system handles all operations with shipments of special and dangerous goods DGR including electronic DGR declaration.
- 5.7.2. The system uses UN regulations and a complete UN database to determine procedures for working with dangerous goods.
- 5.7.3. The program suggests which shipments can be transferred and how, including controlling possible combinations with other shipments, in a way that ensures compliance with all IATA DGR requirements (segregation and separation).
- 5.7.4. Ensures control of IATA AHM/DGM rules along with access to the system-integrated DGR rules database.
- 5.7.5. Provides the ability to calculate all necessary values for DGR shipments, aircraft and IATA AHM rules.
- 5.7.6. Allows you to print NOTOC, send NTM messages.
- 5.7.7. Ensures the connection of DGR principles already at the AWB acceptance level in an automated and control-providing manner.
- 5.7.8. Provides automated DGR declaration handling along with error handling and contextual automatic assistance.
- 5.7.9. The system provides automatic DGR correctness control during export manifestation and loading segregation control.
- 5.7.10. The system creates a NOTOC brew with ULD positioning system.

#### 5.8. MESSAGE MODULE

- 5.8.1. The system allows you to receive and send all messages based on the IATA e-freight design standard and the IATA Cargo IMP standard sent in SITA and e-mail standard.
- 5.8.2. The system provides sent and received and editing of messages.
- 5.8.3. The system provides a simple way to check, edit, receive or send and list messages.
- 5.8.4. It has a tool for processing messages using message templates and controlling their quality and timeliness of their transmission.
- 5.8.5. It provides great flexibility and configurability in setting different modes and rules for sending messages for different subjects.
- 5.8.6. It supports IATA Cargo IMP or IATA Cargo XML messages and works with systems operating as part of e-freight or other information systems in XML format messages.

#### 5.9. PRINT MODULE

- 5.9.1. The system will ensure the standardization of all necessary printouts in accordance with IATA standards.
- 5.9.2. You can print all the necessary documents with the ability to customize printing to the appropriate documents using multiple formats, including the localization of primary language (English).
- 5.9.3. The system allows direct printing on defined printers or in PDF format.

#### 5.10. REPORTING MODULE

- 5.10.1. The system should allow reporting according to the processes supported in a transparent and easily definable manner.
- 5.10.2. Creates warehouse inspections, checks the time of delivery or notification of delivered shipments, provides inspections for billing purposes, generates control reports for custom clearance of goods, etc.

#### 5.11. FLIGHT SCHEDULES MODULE

- 5.11.1. The system manages flight schedule information.
- 5.11.2. It allows you to create flight planning rules and on their basis to automatically generate flights.
- 5.11.3. It will provide the ability to import flight data using SSIM and SSM messages.

#### 5.12. ULD MODULE

- 5.12.1. The system provides administration of containers and pallets and allows you to view and manage data on ULD tracking history and inventory.
- 5.12.2. Provides support for UCM messages, their tracking reporting and archiving.

#### 5.13. OTHER CHARGES MODULE

- 5.13.1. The system allows you to dim, manage and administer other shipping fees.
- 5.13.2. The system should make it possible to enter rules for the calculation of different types of tactile charges indifferent cross-sections and to edit them.

#### 5.14. ACTIVITY LOG MODULE

- 5.14.1. The system should make it possible to record mandatory activities of individual users throughout the system and ensure that this data is securely recorded, stored and reported.
- 5.14.2. It should also easily indicate who and when worked with a given shipment.

#### 5.15. SETTINGS MODULE

- 5.15.1. The system provides access to enter general tax settings for
- 5.15.2. all data supporting the functions of the systems.
- 5.15.3. Provides code administration for aircraft types, airlines, customers, service codes, etc.
- 5.15.4. All necessary data of customers, agents, the last history of shipments will be entered into the system.
- 5.15.5. It is necessary to develop a plan for the transition from the current system to the new one.

#### 5.16. USER MODULE

- 5.16.1. The system has a complete, scalable user management module.
- 5.16.2. It will provide advanced features to configure the access rights of users throughout the system.
- 5.16.3. The system allows you to set the rights of this user according to his belonging to the role, or with his scope of duties, or you can give unique rights that can be defined for each user, you can also use a combination of both of these solutions.

## **6. SECURITY AND SUPPORT**

- 6.1. We provide 24/7 technical support, in accordance with the conditions specified in the SLA.
- 6.2. The data is stored on servers located in the EU.
- 6.3. The cloud provider (Microsoft AZURE) has all ISO and security certificates necessary for the safe performance of the service.

## **7. OTHER INFORMATION**

- 7.1. We offer the **SKYLINE** system as a dedicated solution, which we implement according to the described functionalities along with the specific requirements of the ordering party and the functioning and maintenance of **SKYLINE** we offer as a SaaS (Software-as-a-Service) solution for a monthly fee containing a specific range of services according to the specification.
- 7.2. We ensure continuous improvement and adaptation of the system to the changing requirements of the cargo market (IATA) as part of a monthly fee.
- 7.3. We are able to create a project in which we can create a client specific modification / customization, but it should meet the basic system principles. Prices and terms will be a part of additional work requests projects.
- 7.4. Golden Support has implemented and delivers its own SaaS solutions for several handling companies in Europe, Asia and North, Central and South America. The system and implementations are based on many years of experience of employees in the aviation cargo industry and implementations of other systems for cargo operation.
- 7.5. Customer must have own computers with Microsoft Windows 7 or higher + internet connectivity.
- 7.6. Provider will provide Skyline manual to the Customer after the signing of the Contract.

## **Annex No. 2 "Service level agreement"**

### **Article 1**

I. 1. The Provider undertakes to provide the Customer with consulting and service services in the field of information and communication technologies for the duration of the contract, consisting in the administration of the SKYLINE SW.

I. 2. Services under this contract will be provided at the Customer's branches or by remote access from the Provider's registered office.

I. 3. Nothing in this appendix shall be construed as obliging a Customer to purchase specific hardware or software.

### **Article 2**

#### **II. 2. Advisory and training**

If necessary, Provider will answer questions from the Customer's employees, provide advice on the use and control of software, or organize training for selected employees of the Customer. Phone and e-mail consultations will be provided without restriction and will be charged at the hourly rates specified in this contract.

#### **II. 2. Current administration**

The Provider is obliged to ensure trouble-free and trouble-free operation of the SW.

#### **II. 3. Defects**

For the purposes of this Agreement, the following definitions shall apply:

- i) **Accident** (critical issue) – a condition in which the defect significantly or completely restricts the customer's work activity, for example for the following reasons:
  - database server failure
  - serious system failure causing electronic message processing failure
- ii) **Fault** (issue) – other cases where the information system is not fully functional are considered a fault or failure for the purposes of this contract.

II. 4. Commissioning means a situation where the Provider solves the defect for the necessary time (i.e. temporarily) so that the Customer can continue working activities, at least to a limited extent.

II. 5. Remediation means bringing the system into a fully functional state (either in its original state or, if this is not possible, in a permanent replacement state)

II. 6. Response to an accident or failure means the moment when the provider takes the first step towards resolving the event.

II. 7. Event notification means the moment when the customer notifies the provider of the occurrence of a defect in the event of an accident by phone, or in other cases by phone or by using the Helpdesk system by the Customer's authorized employees.

### **Article 3**

#### **III. 1. Troubleshooting**

In the event of an accident, the Provider is obliged to respond as soon as possible, but no later than the second working day after the notification of the event. The commissioning of the system in the event of an accident must be ensured within 3 working days from the notification of the event, the elimination of the accident within 5 working days from the notification of the event.

III. 2. In the event of a fault, the Provider is obliged to respond as soon as possible, but no later than within 3 working days of notification of the event. The commissioning of the system in the event of a failure must be ensured within 5 working days from the notification of the event, the elimination of the failure within 10 working days from the notification of the event.

III. 3. In the event of a hardware cause of the fault, these periods are extended by the time necessary to procure the necessary spare parts.

III. 4. In the event of an unremovable software cause, these deadlines are extended by the time necessary to obtain the necessary remedies from the software supplier.

#### **III. 5. Records of requirements**

The form of reporting service requests is written in the provider's helpdesk: xxx, in case of accidents also by phone at: xxx.

### **Article 4**

#### **IV. 1. Contractual penalties**

In the event that the Provider does not meet the deadlines for response time or commissioning, the monthly fee in the entire month is reduced to 30% of the agreed amount in the event of an accident, and to 70% of the agreed amount in the event of a failure.

### **Article 5**

#### **V. 1. Special guarantees and other obligations of the Provider**

The Provider undertakes to maintain confidentiality of all facts concerning the Customer, with which it comes into contact in the performance of its part of the contract.

#### **V. 2. Hardware and software purchases**

This agreement does not regulate any purchases of hardware or software by the Customer.

### **Annex No. 3 "Bilateral Non-disclosure and Negotiation Agreement"**

concluded on ..... in ..... by and between:

1. Letiště Ostrava, a.s., ID No. 26827719  
registered office: Mošnov 401, 742 51 Mošnov, Czech Republic  
Tax ID No. CZ26827719  
the company is registered at the Regional Court in Ostrava, file reference B 2764  
person authorised to act in contractual matters: xxx (xxx)  
person authorised to act in technical matters: xxx (xxx)

*hereinafter referred to as "Client"*

and

2. Golden Support s.r.o., ID No. 02713799  
registered office: Braunerova 563/7, Liben, 180 00 Prague 8  
Tax ID No. CZ02713799  
a company registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, entry 222936  
Represented by: Olga Malá, Chief Executive Officer and Ing. Jiří Hubálek, Chief Operations Officer

*hereinafter referred to as "Counterparty"*

*hereinafter collectively referred to as "Parties" or individually as "Party".*

#### **Recitals:**

- I. In connection with the intention of the Counterparty to present their offer in the purchase process initiated by client it is necessary for the Parties to carry out negotiations leading to the establishment of conditions, principles and forms of the future cooperation ("Negotiations").
- II. In the case of the election by client of the offer of the Counterparty, the Parties will enter into a relevant cooperation agreement or into other type of agreement ("Main Agreement").
- III. Within the course of the Negotiations between the Parties, as well as during the execution of the Main Agreement, the Parties shall exchange appropriate information to each other, including the confidential information of both Parties, as defined in § 1 point 3 hereinbelow ("Confidential Information").
- IV. Taking into account the need for establishing the rules of protecting the Confidential Information exchanged between the Parties, the Parties hereby agree to enter into this Agreement.

## **§ 1**

### **Subject Matter**

1. The Subject Matter of the Agreement is to define the conditions and principles of the Negotiations conducted by the Parties in order to establish potential cooperation between them and to specify the rules for exchange and handling of the Confidential Information provided between the Parties as well as to oblige the Parties to maintain the secrecy of the Confidential Information of the other Party.
2. The purpose of the exchange of the Confidential Information between the Parties is in particular to:
  - a) enable the Parties to specify, within the course of the Negotiations, the capabilities and capacities of each Party to enter into cooperation within the scope of the Main Agreement, including financial and infrastructure capacity of the Parties, and to verify their experiences as well as intellectual property within the extent necessary for the Parties to establish the cooperation.
  - b) enable the Counterparty to prepare and present to client an offer in the purchase process initiated by client.
  - c) enable client to carry out the "*due diligence*" analysis of the enterprise of the Counterparty.
  - d) enable the Parties to negotiate and execute documentation necessary to establish the cooperation between them, including preparation of the draft Main Agreement.
  - e) enable the Parties to conclude and execute the Main Agreement.
3. The Parties agree that for the purposes of this Agreement the term "Confidential Information" refers to all information, provided between the Parties within the course of the Negotiations between them, as well as during the execution of the Main Agreement, that is not commonly available to a third party. Such Confidential Information include in particular:
  - a) commercial, financial, technical, technological information and/or information of legal nature, along with reports, strategies, business plans, resolutions passed by any bodies of both Parties, which constitute the trade secret of the Party within the meaning of the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws of 2003, No. 153, item 1503, as amended),
  - b) information related to the business activity conducted by the Party that pertains to marketing strategy, activity development plan, sales reports, applied methods and procedures, technical information, know-how, business strategies, marketing plans, commercial contracts, customer databases, the lists of customers and counterparties and the details of agreements concluded with them,
  - c) information on employees and associates of the Party, on its budget, accounting, commercial reports, reports required under legal regulations and other financial reports,

- d) other information related to insurance, other information and documents regarded as "confidential", "restricted", "secret" or otherwise,
  - e) personal data within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (GDPR),
  - f) other data and information outside the scope of the items a) to e) hereinabove and obtained by the Party within the course of the Negotiations, as well as at the conclusion and during the execution of the Main Agreement, subject to the requirement (explicit or implicit) of confidentiality, including business, scientific, technical, and technological knowledge that allows to achieve the intended purpose as specified in point 2 hereinabove.
4. This Agreement shall concern the Confidential Information, regardless of its record form, in particular the Confidential Information includes information in an oral, written or graphic form, recorded on traditional (paper) and electronic information carriers, documents, manuals, specifications, action plans, lists of programmes, data print-outs, and drawings.
  5. The processing of the Confidential Information by the Party shall be regarded as any activities involving the Confidential Information, including collecting, recording, storing, developing, changing and removing thereof, especially if conducted within the IT systems.

## **§ 2**

### **Obligations regarding the Negotiations**

1. The Parties hereby undertake to carry out the Negotiations in good faith and subject to due diligence and professionalism as well as in line with the principles of social interaction. In particular, the Parties shall carry out the Negotiations in line with the provisions of this Agreement as well as with a purpose and an intention to establish real cooperation.
2. The Negotiations in bad faith shall be regarded in particular as the following activities of either Party:
  - a) carrying out the Negotiations without an intention to establish real cooperation in the future within the scope of the Main Agreement,
  - b) carrying out the Negotiations by a Party despite its awareness that they are not in a position to conclude and perform the Main Agreement,
  - c) intentional misleading of the other Party, in particular as regards its capacity and capability of the Party in question to perform the Main Agreement,
  - d) intentional prolongation of the Negotiations by misleading the other Party, in particular through providing false data and information,
  - e) refusal for the continuation of the Negotiations without a legitimate reason or failure to notify the other Party about withdrawal from the Negotiations.



3. Each Party may withdraw from the Negotiations at any time. In such a case the Party in question shall immediately notify the other Party about withdrawal from the Negotiations.

### **§ 3**

#### **Obligations regarding the Confidential Information**

1. The Parties to this Agreement are obliged to maintain the secrecy of any and all Confidential Information concerning the other Party, and in particular to refrain from disclosing and/or transferring the Confidential Information to any third party without prior written consent of the other Party.
2. Either Party shall in particular:
  - a) refrain from disclosing any Confidential Information concerning the other Party to third parties, provided that access to the Confidential Information can be granted, to the necessary extent, only to employees, associates, representatives, consultants and advisers of the Party and any related companies of the Party that is necessary to carry out the Negotiations with the disclosing Party as well as to achieve the purposes specified in § 1 point 2 of this Agreement,
  - b) refrain from making any copies of the Confidential Information received from the other Party, unless it is necessary in order to execute the Main Agreement,
  - c) refrain from using and/or processing the Confidential Information concerning the other Party for any purposes other than those set forth in this Agreement,
  - d) in case of termination or discontinuation of the Negotiations, or – in the event of cooperation between the Parties – termination or expiry of the Main Agreement, the receiving Party shall immediately return any and all documents and information containing the Confidential Information to the disclosing Party, what shall be confirmed with a written protocol signed by the representatives of both Parties, or to destroy and permanently remove the Confidential Information from all carriers on the basis of a decision made in this regard by the disclosing Party, without the right to leave any copies in the possession of the receiving Party, provided that the receiving Party may retain such Confidential Information as is necessary to enable it to comply with its reasonable document retention policies.
3. The obligation to maintain the secrecy of the Confidential Information referred to in point 1 hereinabove shall not concern any information that:
  - a) has become public knowledge without violating this Agreement,
  - b) has been disclosed to the public based on a written consent of the Party disclosing the Confidential Information,
  - c) has been legally obtained from a third party without the need to observe the confidentiality obligation,
  - d) the Party is obliged to present before a court or public administration body in the case of statutory obligation of such a disclosure solely to the necessary extent, provided, however, that within the extent permissible

by law the Party obliged to disclose the information shall immediately notify the other Party about such disclosure and shall take reasonable and lawful measures to maintain the secrecy of Confidential Information.

4. Either Party undertakes to duly protect the Confidential Information concerning the other Party, in particular to secure it against theft or loss and/or possession or unauthorised access by unauthorized persons and entities.
5. The Party receiving the Confidential Information shall immediately notify the disclosing Party in writing each time any of the following is found to have occurred:
  - a) violation of the obligation to maintain the secrecy of the Confidential Information by the receiving Party or any third party,
  - b) suspicion that the Confidential Information has been disclosed, transferred or accessed to in an unauthorised manner,
  - c) loss, theft or unauthorised destruction of any carriers, documents or other materials holding the Confidential Information.
6. In order to execute the provisions of point 4 hereinabove, the Parties are obliged to apply technical and organisational means commonly regarded during the duration of this Agreement as providing top guarantee for protection against theft or loss and/or possession or unauthorised processing by unauthorized persons and entities.
7. The Parties undertake to provide to each other the Confidential Information referred to in § 1 point 3 of the Agreement and other information necessary to achieve the purposes specified in § 1 point 2 of the Agreement without undue delay.
8. At every request of the disclosing Party, the Party receiving the Confidential Information shall deliver all materials, information and documents received from the disclosing Party immediately, not later than 7 (in words: seven) days from the date of the receipt of such request, what shall be confirmed by the written protocol signed by the representatives of both Parties.
9. Either Party shall be entitled to keep the copy of a carrier, document, drawing and/or any other material containing the Confidential Information solely if such possession is required under generally applicable law and upon notification submitted to the other Party in writing.

#### **§ 4 Additional Provisions**

1. The Party transferring the Confidential Information to the other Party remains its sole owner.
2. Any disclosure of the Confidential Information to third parties or the application or processing thereof, for any purposes other than those specified in § 3 point 2 item c) hereinabove, requires an explicit and written consent of the other Party.
3. The Parties agree that the granted consent can be withdrawn at any time. The statement on such withdrawal must be made in writing.

4. During the term of this Agreement, the Party is entitled to demand, at any time, information or explanation from the other Party on their performance of this Agreement.
5. Under justified suspicion of a breach of the provisions of this Agreement, the Party is entitled to carry out the executing surveillance of the provisions of this Agreement at the other Party. The surveillance shall be carried out in the presence of the representatives of both Parties.

## **§ 5 Liability**

1. Each Party shall remedy any and all losses suffered by the other Party as a result of non-performance or undue performance of the provisions of this Agreement.
2. Any actions or omissions of persons referred to in § 3 point 2 item a) of the Agreement will be treated as actions or omissions of a relevant Party, for which the Party takes full liability under this paragraph.
3. In the event of a breach of any of the obligations or prohibitions set forth in this Agreement by the Party receiving the Confidential Information, the Party disclosing the Confidential Information shall have the right to demand immediate cessation and rectification of the breach within the time limit established in the order to rectify the breach and for payment of the contractual penalty.
4. Notwithstanding the provisions of point 3 hereinabove, a violation of any of the obligations or prohibitions set forth in this Agreement by the Party receiving the Confidential Information of the other Party shall result in the right of the Party disclosing the Confidential Information to require from the receiving Party a payment of a contractual penalty of xxx CZK (in words: xxx Czech crowns) for each identified case of violation, payable within 7 (in words: seven) days from the date of delivery to the receiving Party the order to rectify the breach and for payment of the contractual penalty referred to in point 3 hereinabove.
5. The Party disclosing the Confidential Information shall have the right to claim compensation from the receiving Party in excess of the contractual penalties set forth in this Agreement to include the amount of actual loss, under general provisions of applicable law.
6. The payment of contractual penalties shall not release the Party from the obligation to maintain the secrecy of the Confidential Information of the other Party.

## **§ 6 Duration of the Agreement**

1. The Agreement shall enter into force on the day of its execution and has been concluded for a definite period of time until the day of termination or discontinuation of the Negotiations, or – in the event of cooperation between the Parties – until the day of termination or expiry of the Main Agreement, subject to point 3 hereinbelow.
2. In the event of conclusion by the Parties of the Main Agreement of any legal character, within the duration of this Agreement, the provisions of this Agreement shall be applied directly to the Confidential Information provided between the Parties in regard with the execution of such Main Agreement. The Parties agree that

this Agreement does not obligate any Party to enter into a business or contractual relationship with the other Party.

3. The obligation of the Parties to maintain the secrecy of the Confidential Information is of an indefinite character. The termination or discontinuation of the Negotiations as well as the termination or expiry of the Main Agreement between the Parties, due to any reason, shall not affect the obligations set forth in § 3 of this Agreement as long as the Party continues to possess the Confidential Information concerning the other Party.

## **§ 7 Final Provisions**

1. This Agreement is subject to Czech law. In matters not regulated hereunder, the provisions of generally applicable Czech law shall apply.
2. The Agreement has been executed in two counterparts in English, one for each Party.
3. Any notices and correspondence sent in regard with the execution of this Agreement shall be made in writing and shall be deemed to be served to the other Party if delivered personally, via courier or mail, to the address of the registered office of the Party disclosed in the relevant registry.
4. Any and all changes to this Agreement shall, for their effectiveness, be preserved in writing in the form of an annex to the Agreement signed by both Parties.
5. The paragraph titles herein are for convenience of reference only and shall not affect the interpretation of this Agreement.
6. The Annexes to this Agreement shall form an integral part thereof.
7. Any and all disputes that may arise in regard with this Agreement shall be resolved amicably by negotiation, and in the absence of an agreement between the Parties, the Parties shall settle the dispute before the court having jurisdiction over the registered office of client.
8. Persons signing this Agreement on behalf of and for the benefit of its Parties declare that they are duly authorized to make statements of will and incur liabilities on behalf of the Parties.