

CONTRACT FOR THE PROVISION OF MAINTENANCE SERVICES

“Self-Boarding Gates”

Letiště Praha, a. s.
as the “Client”

and

SITA B.V. - organizační složka pro Českou republiku
as the “Supplier”

Client's Contract Registration Number:
0227012539

Supplier's Contract Registration Number:
70899061

**Contract for the Provision of Services
(hereinafter referred to as the “Contract”)**

Letiště Praha, a. s.

with registered office: K letišti 1019/6, Ruzyně, 161 00 Prague 6, Czech Republic
registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 14003

ID No.: 282 44 532

TIN: CZ699003361

bank details: Citibank Europe plc, organizational branch

account number (EUR): 2052200409/2600, IBAN code: CZ03 2600 0000 0020 5220 0409

(hereinafter referred to as the “**Client**”)

and

SITA B.V. - organizační složka pro Českou republiku

with registered office: V parku 2323/14, Prague 4, 148 00, Czech Republic
registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, Insert 43589

ID No.: 70899061

TIN: CZ70899061

bank details: JPM Amsterdam branch

account number (EUR): NL35CHAS0209972440

(hereinafter referred to as the “**Supplier**”)

The Client and the Supplier are hereinafter collectively referred to as the “**Parties**” or individually as the “**Party**”.

Preamble

Given that:

- (A) The Client is interested in having the Supplier provide the Services relating to the Equipment specified in Article 3.1 of this Contract; and
- (B) The Parties have an interest in regulating their mutual rights and obligations in accordance with generally binding legislation;

the Parties agree, in accordance with Act No. 89/2012 Coll., the Civil Code, as amended and in force, as follows:

1. DEFINITION AND INTERPRETATION OF TERMS

1.1 The following terms set out below shall have the meanings defined in this Article. 1.1 with the understanding that they are always capitalised in the text of the Contract:

1.1.1 **"Availability"** or **"Available"** means the period of time during which a Category A Error is not reported for the Equipment.

1.1.2 **"Business Day"** means any calendar day other than a Saturday, a Sunday, a holiday or a day of rest within the meaning of applicable Czech law.

1.1.3 **"Category A Defect"** means the most serious Defect, manifested by

- (a) the delivered Ordered Performance having legal Defects, or
- (b) The Ordered Performance being completely non-functional, precluding the use or preventing the operation of the Equipment, or
- (c) the delivered Ordered Performance not being sufficiently secured in terms of cyber security in accordance with Annex No. 3 to this Contract, especially if data may be lost or stolen during the use of the Ordered Performance.

1.1.4 **"Category B Defect"** means a Defect that the Client has not classified as a Category A Defect and that does not prevent or has a minimal effect on the proper use or functionality of the Ordered Performance.

1.1.5 **"Category A Error"** means the most serious Error that is manifested by

- (a) The Equipment having legal defects, or
- (b) The Equipment not having the features expressly set forth in the Contract for Work, this Contract, or the Documentation; or
- (c) The Equipment being completely inoperable or a Error preventing the operation of the Equipment, or
- (d) The Equipment not complying with the security requirements as per Annex No. 3 to this Contract.

1.1.6 **"Category B Error"** means an Error which the Client has not classified as a Category A Error and which does not prevent or has a minimal effect on the proper use or functionality of the Equipment.

1.1.7 **"Civil Code"** means Act No. 89/2012 Coll., the Civil Code, as amended and in force;

1.1.8 **"Confidential Information"** shall have the meaning set forth in Article 8 of this Contract;

1.1.9 **"Contract for Work"** has the meaning set forth in Article 2.1 of this Contract.

1.1.10 **"Copyright Act"** means Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on the Regulation of Certain Acts, as amended, or a legal regulation replacing it in whole or in part.

- 1.1.11 **"Copyright Work"** means any result of the Supplier's activity which becomes part of the performance under this Contract and which fulfils the characteristics of a work protected under Section 2 of the Copyright Act.
- 1.1.12 **"Defect"** shall mean (i) legal defects in the Ordered Performance, or (ii) any discrepancy between the actual characteristics of the Ordered Performance and the characteristics specified for the Ordered Performance in this Contract, the Contract for Work or the Documentation, or (iii) any deviation of the Ordered Performance from the standard characteristics described in this Contract, the Contract for Work or the Documentation that adversely affects its operation or functionality, or (iv) failure to comply with the security requirements of Annex No. 3 to this Contract, provided that the occurrence has taken place by the time of the Handover.
- 1.1.13 **"Documentation"** means the Documentation relating to the Equipment describing the Software and Hardware and all of its functionality, features and parameters, which shall be updated each time an upgrade or update is performed or upon Handover of the relevant Ordered Performance.
- 1.1.14 **"Equipment"** means the system consisting of Hardware and Software as described in the Contract for Work between the Supplier and the Client. The description of the Equipment is set out in Annex No. 1 to the Contract for Work and is updated by the performance of the Modifications carried out as part of the Ordered Performance.
- 1.1.15 **"Error"** means (i) a legal defect in the Equipment, or (ii) a discrepancy between the actual performance of the Equipment and the performance set forth in the Contract for Work, this Contract or the Documentation, or (iii) any functional deviation of the Equipment from the standard performance described in the Contract for Work, this Contract or the Documentation that adversely affects its operation or functionality, or (iv) failure to comply with the security requirements set forth in Annex No. 3 to this Contract.
- 1.1.16 **"Handover Protocol"** means the protocol of handover and acceptance of the Ordered Performance signed by both Parties.
- 1.1.17 **"Handover"** means the date on which the Handover Protocol is signed between the Parties.
- 1.1.18 **"Hardware"** means the Hardware defined in Annex No. 1 to the Contract for Work;
- 1.1.19 **"Installation"** means the performance of all activities necessary to install and make operational the Spare Parts within the Equipment so as to ensure Normal Operation of the Equipment.
- 1.1.20 **"Intellectual Property Rights"** means any and all patents, copyrights, design rights, trademarks, trade names and business names, protected designations of origin, rights related to copyright, special database rights, trade secrets, know-how and all other intellectual property rights of any nature (whether registered or unregistered), including any application and exclusive rights to apply for protection of any of the foregoing anywhere in the world.
- 1.1.21 **"Interim Information Period"** means the frequency of the provision of interim Error rectification or Unavailability information that the Supplier is required to provide to the Client.
- 1.1.22 **"Invoice"** means a tax document issued by the Supplier for the purpose of payment of the Price, the particulars of which form part of this Contract;
- 1.1.23 **"Licence"** means an authorisation to exercise the right to use the Software or Copyright Work.

- 1.1.24 **"Man-day"** means eight (8) hours of work per Supplier employee.
- 1.1.25 **"Modification"** shall have the meaning set forth in Article 5 of this Contract.
- 1.1.26 **"Normal Operation"** means the use of the Equipment and the Ordered Performance by the Client where the Equipment and the Ordered Performance do not exhibit any Errors or Faults.
- 1.1.27 **"Notification"** means a telephone or email notification by the Client to the Supplier's Support Centre of the existence of a Defect, Error or Unavailability. The Client shall also confirm each telephone notification by sending an e-mail notification to the Supplier at [REDACTED] by the end of the following Business Day.
- 1.1.28 **"Personal Data Processing Act"** means Act No. 110/2019 Coll., on the Processing of Personal Data.
- 1.1.29 **"Place of Performance"** means the place specified in Article 2.3 of this Contract.
- 1.1.30 **"Price for the Ordered Performance"** has the meaning set forth in Article 5.3.4 of this Contract.
- 1.1.31 **"Price"** has the meaning set forth in Article 6 of this Contract.
- 1.1.32 **"Rectification Period"** means the period of time agreed in this Contract within which the Supplier is obliged to rectify the notified Error or Unavailability.
- 1.1.33 **"Response Period"** means the period within which the Supplier is obliged to inform the Client by telephone at +420 2 2011 3000 (or other number designated by the Client for such purposes) and by e-mail at servicedesk@prg.aero (or other electronic address designated by the Client for such purposes) about the procedure for rectifying the notified Error or Unavailability and the Supplier's employees who will rectify the notified Error or Unavailability.
- 1.1.34 **"Service Period"** means 24 hours a day, 7 days a week, 365 days a year.
- 1.1.35 **"Service Log"** means a book of records relating to service activities performed.
- 1.1.36 **"Service Window"** means the time interval agreed by the Client during which the Supplier performs Software corrections and service interventions that require the Software and/or Hardware to be restricted or taken out of service altogether. For the avoidance of doubt, any Unavailability during the Service Window shall not be considered the Error under this Contract.
- 1.1.37 **"Services"** means the set of activities specifically defined in Article 3.1 of this Contract.
- 1.1.38 **"Software"** means the computer programs intended for the operation of the Equipment, including the operating system, which are specified in the Contract for Work and/or the computer programs supplied as part of the Ordered Performance under this Contract.
- 1.1.39 **"Spare Parts"** means components that are part of the supplied Hardware without which its full functionality cannot be used, including those not included in Annex No. 1 to this Contract.
- 1.1.40 **"Support Centre"** means the Supplier's service support centre in Czech, Slovak or English language, Available as a hotline 24 hours a day, 7 days a week, 365 days a year, on tel: [REDACTED]
[REDACTED]

1.1.41 **“Unavailability”** or **“Unavailable”** means a condition where the Software and/or Hardware is not Available under this Contract.

1.1.42 **“Verification Operation”** means a period of three (3) Business Days from the Supplier's call during which the features of the Software and/or Hardware, including the Ordered Deliverables, shall be verified and tested for functionality in accordance with the submitted Documentation.

1.2 Other definitions. Other terms may be defined directly in the text of the Contract, provided that the definition of the term is highlighted in bold and followed by the words “hereinafter referred to as” and capitalised each time it appears in the text of the Contract.

1.3 Interpretation.

1.3.1 Words defined in the singular have the same meaning in the plural and vice versa, words expressing the masculine gender include the feminine and the neuter and vice versa, and expressions expressing persons include both natural persons and legal entities.

1.3.2 The titles of the individual articles and paragraphs of this Contract are for convenience of reference only and shall be disregarded in interpreting the Contract.

1.3.3 In the event of any discrepancy between the text of the body of this Contract and its Annexes, the text of the body of this Contract shall prevail.

1.3.4 Unless otherwise expressly provided, references to any legal regulation shall be to the current and effective version of such legal regulation, or, where applicable, of the legal regulation replacing such legal regulation, and to other lower legal regulations implementing the relevant legal regulation.

2. SUBJECT OF THE CONTRACT

2.1 Introductory provisions. On the basis of the Contract for Work, ref. no 0227012538 concluded between the Supplier and the Client, the Supplier:

2.1.1 delivered the Equipment to the Client as described in the Contract for Work;

2.1.2 provided the Client with the Software Licence;

2.1.3 performed for the Client the activities necessary to ensure the full functionality of the Equipment as described in the Contract for Work and the Documentation;

The delivery referred to in this clause of this Contract shall hereinafter be referred to as the **“Performance”**.

2.2 Subject of the Contract.

2.2.1 Under the terms and conditions agreed in this Contract, the Supplier undertakes to provide the Services to the Client and the Client undertakes to pay the Supplier the Fee agreed in Article 6 of this Contract for these Services.

2.3 Place of provision of the Services.

2.3.1 The place of provision of the Services under this Contract is: Prague/Ruzyně International Airport.

3. SERVICES

3.1 Subject of the Services: The Parties agree that the Services provided by the Supplier include the following activities:

- 3.1.1 to ensure the functionality, Availability and support of the Equipment and to perform servicing and preventive maintenance of the Equipment and supply of Spare Parts during the warranty period of the Hardware according to the Contract for Work under Article 4 of this Contract,
- 3.1.2 supplying Spare Parts outside the warranty period of the Hardware according to the Contract for Work and performing Modifications according to Article 5 of this Contract.

4. ENSURING THE FUNCTIONALITY, AVAILABILITY AND SUPPORT OF EQUIPMENT

4.1 Functionality warranty. For the duration of the Contract, the Supplier shall ensure the normal operation of the Equipment and the Ordered Performance under this Contract by rectifying Errors in accordance with the terms and conditions set out in this Contract.

4.2 For the duration of the Contract, the Supplier undertakes to ensure that the Equipment and the Ordered Performance operate without any Errors.

4.3 Error Notification. The Client shall notify the Support Centre of the Error within such time after its discovery as may reasonably be required of the Client ("**Notification**").

4.4 Support Centre. During the Service Period, the Supplier shall provide:

- 4.4.1 the Availability of the Support Centre to conduct Error Notification and to conduct telephone consultations with the Supplier's employees who have appropriate qualifications (certification) and experience relating to the Equipment.
- 4.4.2 record the following information about the reported Error:
 - (a) a description of the process or conditions that led to the Error,
 - (b) Contact persons of the Client for negotiations with the Supplier.
- 4.4.3 response to a Notification sent to the Support Centre by responsible employees of the Supplier who have the appropriate qualifications (certificate) and experience related to the Equipment, subject to the Response Period under this Contract.
- 4.4.4 localisation and identification of Errors and their causes.
- 4.4.5 providing information on the status, progress and manner in which Errors are being addressed, while maintaining an ongoing information period.
- 4.4.6 updating the Documentation by sending change notices so that the Client always has up-to-date Documentation for the Equipment used by the Client at the relevant time.

- 4.5** In providing the Services, the Supplier shall meet the following deadlines during the Service Period:

item (Error Category)	Deadline for response/commencement of Error rectification	Deadline for rectifying Errors	Periodicity of information (Period of continuous information)
Category A Error	within 120 minutes	within 8 hours	every 2 hours until the Error is rectified
Category B Error	within 24 hours	within 48 hours	every 24 hours until the Error is rectified

- 4.5.1 The Response and Rectification Periods set forth in this Article shall commence upon Notification by the Client to the Supplier's Support Centre. The same applies to the determination of the Continuous Information Period.
- 4.5.2 The Error categories shall be determined by the Client as defined in this Contract.
- 4.5.3 The procedure for providing continuous information is agreed between the Parties in such a way that an employee of the Client contacts the Support Centre within the scope of the agreed Continuous Information Period and the Supplier undertakes to inform the Support Centre about the current progress of the Error rectification process.

4.6 Error rectification and Equipment support.

- 4.6.1 The Supplier undertakes to rectify Equipment Errors within the Rectification Period, unless otherwise agreed between the Parties, so that Normal Operation is restored. Rectifying reported Errors includes rectifying Errors or malfunctions that have occurred as a result of the Error being rectified.

4.7 Shutting down the Equipment.

- 4.7.1 In addition to rectifying the reported Error, the Supplier shall have the right to shut down the Equipment only during Service Windows or by prior agreement with the Client.

4.8 Exclusion of liability for Errors. The Supplier shall not be liable under the foregoing provisions of this Article 4 of the Contract for Error caused by the intervention of persons other than the Supplier or its subcontractors or by the use of the Equipment in contravention of the documents provided.

4.9 On-site support. At the Client's request, the Supplier shall provide the Service at the Place of Performance.

4.10 Availability.

4.10.1 The Supplier shall ensure 98% Availability of each Equipment in the relevant calendar year, i.e. that the total duration of Category A Errors shall not be less than 98% of the total operating time.

4.10.2 The Availability evaluation will be performed monthly by comparing the System Error Reports recorded by the Client and the Supplier.

4.11 Equipment preventive service.

4.11.1 The Supplier undertakes to perform the following activities regularly, at least once a year, as part of the preventive maintenance of the Equipment:

- (a) to perform regular prophylaxis of the Equipment, consisting mainly in functionality check, performance optimisation and update,
- (b) complete technical inspection of Hardware according to standard procedures,
- (c) checking of electrical and mechanical components Hardware,
- (d) capacity utilisation and load control Hardware,
- (e) creating a detailed list of identified deficiencies.

4.11.2 Upon completion of the Preventive Service, the Supplier shall always be obliged to draw up a Preventive Service Report detailing any deficiencies found and the procedure for rectifying them. The Supplier is obliged to send the protocol in electronic form within 5 Business Days to the following address cute.cuss@prg.aero

4.12 For a period of 5 years from the Handover of the Work and/or the Work made to Order under the Contract for Work (Hardware Warranty under the Contract for Work), the Client shall be entitled to order from the Supplier, free of charge, Spare Parts which have been damaged by Normal Operation of the Equipment. The order will be sent to the Support Centre contacts. The Supplier is obliged to deliver the ordered Spare Part within 5 Working Days from the date of dispatch of the order, unless otherwise specified by the Client. Acceptance of the Spare Part will be confirmed by a Handover Protocol. Article 5.6.6 of this Contract shall apply mutatis mutandis to the Spare Part so delivered.

5. MODIFICATIONS

5.1 Assignment.

5.1.1 During the term of the Contract, the Client has the right to send the Supplier a request at any time for:

- (a) making modifications and/or other changes to the Equipment and/or providing professional consultation and/or,
- (b) delivery of the required Hardware Spare Part

(hereinafter referred to as “**Ordered Performance**”) in the form of delivery of the task by e-mail or in writing to the Support Centre contacts (hereinafter referred to as the “**Assignment**”).

5.2 Offer.

- 5.2.1 Unless the Client specifies a longer period, the Supplier undertakes to send to the Client's contact person specified in Annex 2 to this Contract a quotation for the implementation of the Assignment (hereinafter referred to as the "**Offer**") within 15 (fifteen) Business Days of receipt of the Assignment, which shall include at least:
- (a) the method of calculation of the Price for the Ordered Performance in accordance with Annex 1 and/or Annex 5 to this Contract,
 - (b) requirements for cooperation from the Client,
 - (c) a timetable for the execution of the task,
 - (d) the period of validity of the Offer, which shall not be less than 45 days.
- 5.2.2 The Offer shall include all costs of the Supplier for the delivery of the Ordered Performance.

5.3 Order.

- 5.3.1 The Supplier shall only perform the performance on the basis of an order received by the Support Centre. The order will include:
- (a) a written specification of the scope of the modification required by the Client in a version corresponding to the Offer, and
 - (b) Offer.
- 5.3.2 The Supplier shall confirm the order to the Client within 5 (five) Business Days of receipt. If the written confirmation of delivery of the Order is not received by the Client within the time limit pursuant to the preceding sentence, the Supplier shall be deemed to have confirmed delivery of the Order, unless the procedure pursuant to Article 5.3 of this Contract applies.
- 5.3.3 The Supplier shall not be obliged to acknowledge delivery of an order to the Client pursuant to clause 5.3 of this Contract provided only that:
- (a) The Client has delivered to the Supplier an order for works or deliveries which are in conflict with the Offer, or
 - (b) The Client has not delivered an order to the Supplier corresponding to the Offer by the end of the validity of this Offer.
- 5.3.4 For the avoidance of doubt, the Parties expressly agree that the Order delivered to the Supplier shall be deemed to be a subcontract for the delivery of the Ordered Performance specified therein at the Price determined in accordance with the Tender ("**Price for the Ordered Performance**") and in accordance with the time schedule specified in the Tender ("**Ordered Performance Delivery Date**") and governed by this Contract in respect of terms and conditions not expressly agreed in the order. Each order will always refer to the reference number of this Contract and will be numbered in ascending order.

- 5.3.5 For the avoidance of doubt, the Parties agree that the Ordered Performance shall always include an addendum to the Documents containing an update of the changes related to the Ordered Performance.

5.4 Handover and acceptance of the Ordered Performance.

- 5.4.1 The Handover and acceptance of each Ordered Performance shall take place on the basis of an acceptance procedure, which has the following stages, unless the Parties have agreed otherwise:

- (a) Verification Operation,
- (b) signing the Handover Protocol.

- 5.4.2 If the subject matter of the Ordered Performance is the provision of professional consultations in relation to the Equipment or the supply of Spare Parts, the acceptance procedure shall only include the signing of the Handover Protocol in accordance with Article 5.4.8 of this Contract.

- 5.4.3 Verification Operation. Upon completion of the Ordered Performance, the Supplier shall invite the Client in writing to commence the Verification Operation, with such invitation to include a draft test scenario. The deadline for commencement of the Verification Operation is 5 (five) Business Days from the approval of the test scenario by the Client, unless otherwise agreed between the Parties. If Installation is part of the Ordered Performance, it shall be performed by the Supplier no later than the day preceding the commencement of the Verification Operation.

- 5.4.4 The Parties shall draw up a record of the Verification Operation.

- 5.4.5 If it is determined during the Verification Operation that the number of Defects does not exceed the following values:

- (a) Category A Defects – 0
- (b) Category B Defects – 3

the Supplier is entitled to invite the Client to take over the Ordered Performance and the Client is obliged to take over the Ordered Performance.

- 5.4.6 In the event that the record of the Verification Operation shows that the Ordered Performance does not meet the criteria specified in Article 5.4.5 of this Contract, the Supplier undertakes to rectify the identified Defects within 10 (ten) Business Days from the date of signing of the Record and, after their rectification, to invite the Client to commence the Verification Operation, provided that this Art. 5.4 of this Contract shall apply mutatis mutandis. If the Equipment shows Category A and B Defects, the Supplier may, after prior notice to the Client, return the Equipment to its last functional configuration if this will eliminate the Defects. This process of testing and subsequent rectification of Defects shall be repeated until the Supplier meets the acceptance criteria set out in Article 5.4.5 of this Contract, up to a maximum of two times.

- 5.4.7 In the event that the record of the Verification Operation shows that the Ordered Performance does not meet the criteria specified in Article 5.4.5 of this

Contract even after a second repetition of the process according to Article 5.4.6 5.3.4 of this Contract, the Client shall be entitled to withdraw from the subcontract in accordance with Article 5.3.4 of this Contract. In such case, the Supplier shall not be entitled to payment of the Price for the Ordered Performance, nor to reimbursement of what it has spent on the production of the Ordered Performance.

5.4.8 Handover Protocol. The Parties shall sign the Handover Protocol after:

- (a) The Client shall check and confirm the completeness of the updated Documents.
- (b) The Handover Protocol shall contain a list of the remaining Defects with a time period set for their rectification; in the absence of a written agreement on this time period for rectification of the Defect, 14 (fourteen) working days from the date of signing the Handover Protocol shall be assumed.

5.5 Use of the Ordered Performance.

5.5.1 If the subject of the Ordered Performance is:

- (a) delivery of the Spare Parts, title and risk of damage to them shall pass to the Client on the date of Handover.
- (b) the provision of a Software Licence, the Supplier, as the executor of the author's proprietary rights thereto, provides the Client with a Licence on the date of delivery of the Ordered Performance, which includes such Software, as follows
 - for the duration specified in the Order,
 - territorially limited to the territory of the Czech Republic,
 - non-transferrable, non-sublicensable,
 - to the extent necessary to operate the Equipment in Normal Operation, and
 - when fulfilling the licensing terms set out in the Offer.

5.5.2 By signing the Contract, the Client accepts the Licence with effect from the date of Delivery of the relevant Ordered Performance. The fee for granting the Licence is part of the Price for the Ordered Performance.

5.5.3 The Supplier grants to the Client, as of the date of delivery of the relevant Ordered Performance of which the Copyright Work is a part, a Licence for the duration specified in the Order, territorially limited to the territory of the Czech Republic, non-transferrable, non-sublicensable, without limitation as to the quantitative scope or manner of use and for the duration of the author's proprietary rights. The Client accepts this Licence. For the avoidance of doubt, the Parties state that

- (a) the Supplier grants the Client permission to use the Copyright Work according to the preceding sentence in its original or otherwise

processed or otherwise modified form, alone or in a set or in conjunction with another work or elements.

- (b) the remuneration for the provision of the Licence under this Article is included in the Price for the Ordered Performance.
- (c) in the event that the Client or a third party authorised by the Client alters the Copyright Work, the Supplier shall not be obliged to provide modifications, repairs or provide warranty for the Copyright Work so modified.

5.6 Warranties.

- 5.6.1 Functionality warranty. For the duration of the Contract, the Supplier shall ensure that all hardware and Software supplied as part of the Ordered Performance shall operate without Errors.
- 5.6.2 Warranty on configuration and other work. The Supplier warrants to the Client the quality of the configuration and other work performed by the Supplier and/or by a person with the certification required by the manufacturer of the Equipment for the duration of the Contract.
- 5.6.3 Assurance. The Supplier hereby assures the Client that, as of the date of delivery of the relevant Ordered Performance, it will not contain viruses, malware or other features that would prevent the Client from using the Equipment or cause the Equipment to cease to function or its operation to be impaired or otherwise adversely affected.
- 5.6.4 Declaration. The Supplier declares that it is entitled to grant the Client a Software Licence. The Supplier hereby warrants to the Client that neither the relevant Ordered Performance nor any other performance by the Supplier under the Contract nor the Client's use of the Ordered Performance infringes or will result in infringement of any Third Party Intellectual Property Rights. In the event that the Supplier breaches its obligation under the warranty set out in this Article, the Supplier shall be liable for all consequences arising therefrom, in particular it shall immediately ensure the Client the right to use the Equipment that does not infringe the Intellectual Property Rights of third parties and shall compensate the Client for any damage caused thereby.
- 5.6.5 Exclusion of liability for Defects. The Supplier shall not be liable under the preceding provisions of this Article 5.6 of this Contract for any Defect in the Ordered Performance if it arises from the intervention of persons other than the Supplier or its subcontractors, or from the use of the Equipment contrary to the Documentation provided.
- 5.6.6 In the event that the Ordered Performance includes a Spare Part, the Supplier is obliged to provide the following warranty for the Spare Part:
 - (a) The Supplier hereby warrants to the Client the quality of the Spare Part supplied for a period of 5 (five) years ("**Spare Part Warranty**"). The Spare Part Warranty shall commence on the day following the date of signing the Handover Protocol.

- (b) The Client shall notify the Support Centre of any Errors in the Spare Part that occur during the Spare Part Warranty, such Notification to be made within such time after discovery of the Error as may reasonably be required of the Client.
- (c) The Parties agree to the following methods of rectifying the Spare Part Error:
 - (i) Replacement of a defective Spare Part with a Defect-free Spare Part or
 - (ii) An agreement between the Parties on a method of Error rectification other than that described above in the text. In such case, the Parties shall enter into a written agreement on such other method of rectifying the Error.

6. PRICE AND PAYMENT TERMS

6.1 The Client undertakes to pay the Supplier for the Services provided duly and promptly the price agreed as follows:

6.1.1 for the Services provided pursuant to Article 3.1.1 of this Contract (hereinafter referred to as the “**Support Price**”), the Supplier shall be entitled to a monthly fee of [REDACTED]

6.1.2 the monthly Support Price will be increased by [REDACTED] [REDACTED] excluding VAT for each double lane Equipment added on the basis of the Work Made to Order according to the Contract for Work. For each single lane Equipment, the monthly Support Price will be increased by 50% of the amount specified in the first sentence of this Article. The Support Price so increased shall be effective on the first day of the month following the month in which the Work on the Order is properly accepted.

6.1.3 For the Ordered Performance pursuant to Article 5 of the Contract the price stated in the Tender and Order in accordance with Annex No. 1 and/or Annex No. 5 to this Contract,

(collectively referred to as the “**Price**”).

6.2 The Price does not include value added tax, which will be added in the amount according to the applicable legislation at the date of the taxable supply. For the purposes of value added tax, the Services are considered to be provided on a continuous basis, the date of the taxable supply is the last day of the provision of the Services or the last calendar day of the month for which the Invoice is issued.

6.3 The Price includes all direct and indirect costs of the Supplier necessarily or reasonably incurred in the performance of the Services, unless the Parties agree otherwise in a particular case.

6.4 The Price for support will always be paid on the basis of an Invoice which the Supplier is entitled to issue on the last day of the calendar month in which the Services were provided. For the purposes of value added tax, the Services are deemed to be continuously supplied. The date of the taxable supply is the last day of the month for which it is invoiced.

- 6.5** The Price for the Ordered Performance shall always be paid on the basis of an Invoice, which the Supplier is entitled to issue no earlier than the day following acceptance pursuant to Article 5 of this Contract. A copy of the Handover Protocol will form an integral part of the Invoice. For the purposes of value added tax, the date of signing the Handover Protocol by the Client is also the date of the taxable supply.
- 6.6** The Parties agree that tax documents issued under this Contract may be in paper or electronic form in .pdf format.
- 6.7** Maturity. The Invoice is due for thirty (30) days from the date of delivery to the Client. If the due date falls on a Saturday, Sunday, a public holiday or a day of rest within the meaning of the valid and effective legislation of the Czech Republic or on 31 December or a day which is not a Business Day according to Act No. 370/2017 Coll., on Payment Transactions, as amended, the due date is moved to the next following Business Day. The Client's obligation will be fulfilled by debiting the invoiced amount from the Client's account to the Supplier's account.
- 6.8** A duly delivered Invoice must contain the internal order number communicated to the Supplier by the Client's contact person listed in Annex No. 2 to this Contract and meet all the requirements of a tax document within the meaning of the applicable Czech legislation, in particular Act No. 235/2004 Coll., on Value Added Tax, as amended, and must contain factually correct data in relation to the performance of the subject of the Contract. The Supplier is obliged to deliver the Invoice to the Client at the address specified in Article 6.12 of this Contract no later than the tenth (10th) day following the date of the taxable supply. After receiving the Invoice, the Client has ten (10) days to assess whether it is issued without Errors and meets all the requirements of a tax document within the meaning of Czech legislation, or to return it if this is not the case. By returning the incorrectly issued Invoice, the due date shall be interrupted and the new due date shall begin upon delivery of the corrected Invoice.
- 6.9** All payments under this Contract shall be paid directly to the Supplier's bank account specified on the relevant Invoice.
- 6.10** If, in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, the Supplier:
- 6.10.1 is determined by a decision of the tax administrator to be an unreliable taxpayer, or
 - 6.10.2 will require payment for taxable supply provided under this Contract to a bank account that is not published by the tax administrator in a manner allowing remote access, or a bank account maintained by a payment service provider outside the Czech Republic,

the Client is entitled to pay to the Supplier's bank account only the Price for the provided taxable supply without value added tax (hereinafter referred to as "**VAT**"). VAT, if charged and if it is part of the Client's payment according to the Contract, the Client is entitled to pay directly to the account of the relevant tax administrator. In such a case, the amount of VAT shall not be considered as an unpaid obligation towards the Supplier, and the Supplier shall not be entitled to claim additional VAT or to claim any contractual penalties, interest for delay or contractual fines. The Client is obliged to inform the Supplier of this procedure no later than the date of payment of the Price.

- 6.11** The correspondence address for delivery of Invoices is as follows:

Letiště Praha, a. s.
Invoice records

Jan Kaspara 1069/1
160 08 Prague 6
Czech Republic

Or electronically in PDF format to the following e-mail address:

invoices@prg.aero

- 6.12** The Parties agree that the unit prices set forth in this Contract shall be fixed for at least the first (1st) twenty-four (24) months of the term (effect) of this Contract until the Supplier exercises its right to adjust prices as defined in this provision of the Contract. After the expiry of that period, Prices may be further adjusted, provided only that the rate of inflation reaches the value set forth in this paragraph below and, at the same time, the appropriate Price adjustment is made in accordance with the procedure described below, provided that unit Prices may be adjusted after each anniversary of the effective date of the Contract.

The Parties agree that in the event that the inflation rate reaches at least three (3) percent in the third and each subsequent year of this Contract, the Supplier shall be entitled to claim from the Client, effective from the first (1st) of each year day of the calendar month following the month in which the Supplier's written notice of the Price increase is delivered to the Client at the Client's contact details set out in Annex No. 2 to this Contract, the unit Prices set out in Annex No. 1 to this Contract shall be increased by a maximum of the inflation rate. The inflation rate in this case means the inflation rate in percentages as expressed by the Harmonised Index of Consumer Prices (HICP) in the Eurozone for the previous twelve (12) months, as published by EUROSTAT (the end of the twelve (12) month cycle is determined by the first (1st) or second (2nd) and each subsequent anniversary of the Contract, not by the delivery of the notice). The Prices set out in Annex No. 1 and Annex No. 5 to the Contract may be increased by a maximum of 20% in total over the entire duration of the Contract. For the avoidance of doubt, the Parties state that the delivery of the Supplier's notice to the Client in accordance with the rules set out in this Article of the Contract will result in an automatic increase in the prices set out in Annex No. 1 and Annex No. 5 of the Contract, i.e. there is no longer any need to conclude a contractual amendment to the Contract. The Price increases set out in Annex No. 1 and Annex No. 5 to the Contract shall remain in effect until any subsequent proper application of the Price increase by the Supplier, and if the Supplier fails to apply the Price increase, then until the end of the term of this Contract.

- 6.13** The Parties expressly agree that the total maximum Price of all Partial Performances provided for the duration of this Contract shall not exceed the amount of EUR 723 066 (in words: seven hundred twenty-three thousand sixty-six euros) without VAT. In the event that the performance of the Partial Performance exceeds this maximum amount, the Supplier undertakes to notify the Client of this fact before commencing the performance of the Partial Performance. For the avoidance of doubt, the Parties agree that the amount specified in this provision of the Contract does not constitute an obligation on the part of the Client to purchase the Services from the Supplier at this maximum value.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1 Other rights of the Client. The Client is entitled to

- 7.1.1 to print and use the Documentation relating to the Equipment and the Ordered Performance in an unlimited number of copies, but only for the internal needs of the Client,

- 7.1.2 participate in service interventions and be present during the Installation process, including operational testing of the entire Equipment.

7.2 Obligation to cooperate. The Client undertakes to provide the Supplier with assistance in carrying out Modification to the Equipment and service interventions in the event of Equipment failures, consisting in providing

- 7.2.1 access to the Place of Performance,
- 7.2.2 in providing information on the operation of the Equipment by way of consultation with the Client's employees,
- 7.2.3 ensuring the operation of all technical (Software and Hardware) infrastructure of surrounding systems related to the subject of this Contract,
- 7.2.4 ensuring conditions for remote access,
- 7.2.5 informing about Modifications to the Equipment settings and Modification to the Client's infrastructure directly affecting the function of the Equipment.

7.3 Lack of synergy. In the event of the Client's delay in fulfilling its obligations under this Contract, the Supplier undertakes to notify the Client in writing of this fact and invite the Client to fulfil the relevant obligation within an additional period of 3 calendar days. If the Client fails to comply with the obligation even within the additional period of time so granted, the Supplier shall not be in default in the performance of the obligation relating to the Client's default.

7.4 Other obligations of the Client. The Client undertakes to

- 7.4.1 take care of the Equipment and the Ordered Performance with due care so that no damage is caused to it and prevent any damage.
- 7.4.2 promptly notify the Supplier of any Errors in the Equipment and/or Defects in the Ordered Performance or Services or any claims made by third parties that prevent the Client from using the Service in the manner agreed in this Contract.
- 7.4.3 use the Equipment, the Ordered Performance and other components of the Services subject to the Intellectual Property Rights Protection Regulations in accordance with this Contract.

7.5 Other obligations of the Supplier. The Supplier further undertakes to:

- 7.5.1 to provide the Services as efficiently as possible, with professional care in accordance with this Contract and through employees with sufficient training and experience to provide the performance in question.
- 7.5.2 comply with generally binding regulations, technical standards and customary commercial practices relating to the Software and ensure that the Equipment is kept up to date in accordance with legislation.
- 7.5.3 update the Documentation after each Modification and submit the Documentation to the Client immediately after the relevant Modification has been made, but no later than 20 (twenty) Business Days from the Client's written request.

- 7.5.4 to ensure that its employees involved in the performance of this Contract, when at the Place of Performance, comply with the internal regulations, instructions and directives, regulations governing the movement of persons, vehicles, materials, fire safety, occupational health and other regulations with which the Client will be familiar, and a written record of such familiarisation must be made.
- 7.5.5 inform the Client of any unpaid overdue claims arising under this Contract no later than 3 (three) Business Days after the due date so that the Client can pay them without any delay.

7.6 The Supplier by signing this Contract

- 7.6.1 declares and guarantees that it is not an entity that is prohibited from trading in the Czech Republic by sanctions under Act No. 69/2006 Coll., on the Implementation of International Sanctions, as amended (hereinafter referred to as “**International Sanctions Implementation Act**”),
- 7.6.2 declares and guarantees that it is not an entity which the public contracting authorities are obliged to exclude from the tender procedure pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the “**Public Procurement Act**”),
- 7.6.3 declares and guarantees that neither it nor its beneficial owner is on the national sanctions list pursuant to Act No. 1/2023 Coll., on restrictive measures against certain serious acts in international relations (Sanctions Act), as amended, or on any similar list of the European Union,
- 7.6.4 declares and guarantees that any performance under this Contract will not be in violation of the International Sanctions Implementation Act or the Public Procurement Act,
- 7.6.5 undertakes to verify and ensure that all subcontracts that will be part of the performance under this Contract and all subcontractors of the Supplier that will participate in the performance of this Contract meet the conditions under Article 7.6.1 to 7.6.4 of this Contract.

7.7 The Supplier further declares that it has read the Prague Airport Business Partner Code of Ethics (hereinafter referred to as the “**Code**”) on the website <https://www.prg.aero/en/business-partner-code-ethics>. By signing this Contract, the Supplier undertakes to comply with the Code in the performance of this Contract and to require the same from contractual partners who will participate in the performance of the Contract. The Parties agree that the Client is entitled to verify compliance with the obligations of the Supplier and its contractual partners who will participate in the performance of the Contract. The Supplier undertakes to provide the Client with the necessary assistance for such verification, including on-site verification.

7.8 If the Supplier discovers during the course of this Contract that the declarations made under Article 7.6 of the Contract are not true, or discovers that its subcontractors or sub-suppliers do not comply with the conditions under Article 7.6 of the Contract, the Supplier shall inform the Client without delay. In the event that the Supplier breaches any obligation under Article 7.6 of this Contract and/or the Client discovers that the Supplier’s declarations under Article 7.6 of this Contract are false and/or discovers that the subcontractors or sub-deliveries do not comply with the terms of Article 7.6 of this Contract, the Client shall be entitled to withdraw from this Contract or terminate this Contract in writing, effective as of the date of delivery of the withdrawal or termination to the Supplier.

8. CONFIDENTIAL INFORMATION

- 8.1 The Parties agree that any information designated in writing by either Party as “confidential” shall remain confidential (hereinafter referred to as “**Confidential Information**”).
- 8.2 Confidential Information within the meaning of this Contract does not constitute classified information classified as “confidential” within the meaning of Act No. 412/2005 Coll., on the Protection of Classified Information and Security Clearance, as amended.
- 8.3 The Parties undertake to ensure that all persons authorised to handle Confidential Information are bound by an obligation of confidentiality or are subject to a legal obligation of confidentiality. The obligation of confidentiality and protection of Confidential Information shall survive the termination of this Contract.
- 8.4 The Parties agree that neither Party shall disclose the Confidential Information to any third party and shall take such measures to prevent its accessibility to third parties. The preceding sentence shall not apply where:
- 8.4.1 A Party has a contrary obligation under the law; and/or
 - 8.4.2 A Party shall disclose such information to persons who have a statutory obligation of confidentiality, provided that the disclosing Party notifies the other Party in writing to which third party the Confidential Information has been disclosed and binds that third party to the same obligation of confidentiality as the disclosing Party; and/or
 - 8.4.3 such information becomes publicly known or available otherwise than through a breach of the obligations under this Article; and/or
 - 8.4.4 A Party shall give prior written consent to the disclosure of specific Confidential Information.
- 8.5 The confidentiality duties contained in this paragraph shall remain in full force and effect notwithstanding the termination of this Contract.

9. PERSONAL DATA PROTECTION

- 9.1 The Parties undertake to proceed with the performance of this Contract in accordance with 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 and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the “**Regulation**”), as well as in accordance with the Personal Data Processing Act.
- 9.2 The Parties shall process personal data solely for the purpose of performing the Contract. If the Supplier processes personal data for other purposes in violation of the Contract, the Client shall not be liable for such processing of personal data and the Supplier shall be in the position of a data controller in relation to such personal data under the Regulation and the Personal Data Processing Act.
- 9.3 The Supplier undertakes to carry out the processing of personal data for the duration of the Contract and for a maximum period of three (3) months after its termination, after which it undertakes to destroy the data. If the Supplier carries out the processing of personal data for the expiry of the period so specified, it does so in violation of the Contract, the Client shall not

be liable for such processing of personal data and the Supplier shall be in the position of a personal data controller in relation to such personal data in accordance with the Regulation and the Personal Data Processing Act.

- 9.4** The Supplier further undertakes to ensure the technical and organisational processing of personal data so that personal data is sufficiently protected and handled in accordance with the Regulation and the Personal Data Processing Act. Personal data will be processed by computer technology and access to them must be sufficiently secure to prevent unauthorised or accidental access to personal data, unauthorised alteration, destruction or other misuse of personal data.
- 9.5** The Supplier undertakes not to combine personal data processed for the purpose of performance of this Contract with any other personal data obtained or processed for other purposes.
- 9.6** The Supplier is obliged to respect the right to protection of the private and personal life of the data subject and to protection against unauthorised interference with the private and personal life of the data subject.

10. DURATION OF THE CONTRACT

- 10.1** Duration of the Contract. This Contract is for a fixed term of ten (10) years from the effective date or until the maximum amount designated for the provision of the Partial Performances pursuant to Art. 6.13 of this Contract, whichever is earlier. The Contract shall enter into force on the date of its signature and shall become effective on the date of acceptance of the Stage 1 of Work under the Contract for Work. If the date of acceptance of the Work by the Client precedes the date on which this Contract is published in the Register of Contracts, this Contract shall become effective on the date of its publication in the Register of Contracts.

- 10.2** Methods of termination. The effectiveness and validity of this Contract shall only terminate:

- 10.2.1 with the expiry of the period for which it was concluded or the exhaustion of the maximum amount specified for the performance of the Partial Performances according to Article 6.13 of this Contract, whichever occurs first, or
- 10.2.2 by written agreement of the Parties; or
- 10.2.3 after the expiry of the notice period, by notice given in accordance with the requirements set out in Article 10.3 or Article 10.4 or Article 10.6 of this Contract

- 10.3** Notice given by the Client. The Client has the right to terminate the Contract provided that:

- 10.3.1 The Supplier repeatedly and despite written notice breaches any of its obligations under Articles 4 to 7 of this Contract; or
- 10.3.2 The Supplier shall not rectify the breach of the warranties pursuant to Article 5.6.3 and/or 5.6.4 of this Contract even within an additional period of 20 (twenty) Business Days after written notice from the Client.

- 10.4** Notice given by the Supplier. The Supplier has the right to terminate the Contract provided that:

- 10.4.1 The Client is in default in the payment of any sums due despite written notice and such default continues for more than 30 calendar days, or

10.4.2 The Client has failed to rectify repeated breaches of the obligation to provide assistance under this Contract, even within an additional period of 20 (twenty) working days following a written request by the Supplier.

10.5 Notice period. The Parties expressly agree that upon giving notice pursuant to Article 10.3 or Article 10.4 of this Contract, this Contract shall terminate upon the expiry of a notice period of 3 months calculated from the first day of the calendar month following the delivery of notice to the other Party.

10.6 Termination without cause. The Parties agree that the Client is entitled to terminate this Contract without giving any reason with a notice period of six (6) months, starting from the first day of the calendar month following the delivery of the notice to the other Party.

10.7 Exclusion of other grounds for termination of the Contract. The Client and the Supplier agree that termination of this Contract may occur only for the reasons set forth in this Contract, unless the mandatory provisions of law provide for termination for other reasons.

10.8 Continuing Provisions. The Parties agree that even after termination of this Contract by any of the methods set forth in the Contract, Article 4.12 of this Contract, the contractual penalty provisions, which are a part of this Contract, including the provisions of the Contract that make the right to a contractual penalty conditional (Article 11), Article 8 and Article 9 of this Contract shall remain the force and effect.

11. CONTRACTUAL CONTRACTS

11.1 Contractual penalties.

11.1.1 In the event that the Supplier breaches its obligation to rectify the Error within the Rectification Period specified in Article 4.5 of this Contract, the Client is entitled to apply a contractual penalty to the Supplier for each such breach calculated in accordance with the following table:

Error Category	Contractual penalty
Category A Error	0.5% of the amount corresponding to 12 times the monthly Support Price for each hour of delay
Category B Error	0.2% of the amount corresponding to 12 times the monthly Support Price for each hour of delay

11.1.2 If the Supplier breaches its obligation under Article 4.10.1 of this Contract, the Client is entitled to apply a contractual penalty to the Supplier in the amount of the following table:

Failure to comply with the Availability referred to in Article 4.10.1	Contractual penalty
Less than 98% per calendar year but more than 97%	2% of the amount corresponding to 12 times the Support Price
Less than 97% per calendar year but more than 95%	5% of the amount corresponding to 12 times the Support Price
Less than 95% per calendar year	10% of the amount corresponding to 12 times the Support Price

11.1.3 The Client is further entitled to apply to the Supplier

- (a) a contractual penalty of EUR 100 for each breach of any of the obligations contained in Article 4.4 and/or 4.7 and/or Article 4.11 of this Contract, provided that the Supplier undertakes to pay such contractual penalty repeatedly if the state of breach of any of the obligations lasts for more than two (2) Business Days, or
- (b) a contractual penalty of EUR 200 for each breach of any of the obligations contained in Articles 7.5.1 - 7.5.4 of this Contract, or
- (c) a one-off contractual penalty, the amount of which shall be determined as the sum of the amount of EUR 100 and an amount of 0.1% of the Price for the Ordered Performance for each day of delay in the proper performance of the obligation in the event that the Supplier breaches its obligation to rectify the Defects specified in the Handover Protocol within 14 (fourteen) Business Days from the date of signing the Handover Protocol pursuant to Article 5.4.8 of this Contract and/or the obligation to deliver the Ordered Performance within the Ordered Performance Delivery Date, or
- (d) a contractual penalty of 0.1% of the amount corresponding to twelve times the Price for the Ordered Performance for each day of delay in the proper performance of the obligation in the event that the Supplier breaches its obligation to rectify the identified Defects specified in the report on the Verification Operation within 10 Working Days from the date of signing the report pursuant to Article 5.4.6 of this Contract.

11.1.4 In the event that the Supplier breaches the declaration under Article 7.6 of this Contract, the Client is entitled to apply a contractual penalty to the Supplier of EUR 1,000 for each such breach, which may be applied repeatedly.

11.1.5 In the event that the Supplier breaches the obligation under Article 13.2 of this Contract, the Client is entitled to apply a contractual penalty to the Supplier of EUR 50 for each day of delay in fulfilling this obligation.

11.1.6 In the event that the Supplier breaches any of the obligations set out in Article 8 and Article 9 of this Contract, the Client is entitled to apply a contractual

penalty to the Supplier of EUR 1,000 for each such breach, which may be applied repeatedly.

- 11.1.7 In the event that the Supplier breaches its obligation to deliver the Spare Part to the Client within the time limit pursuant to Art. 4.12 of the Contract and/or in accordance with the schedule pursuant to Art. 5.2.1(c) of this Contract, the Client is entitled to apply a contractual penalty to the Supplier of 0.05% of the Price of the ordered Spare Part for each day of delay.
- 11.1.8 If the Supplier breaches any of its obligations set out in Annex 3 and Annex 4 to the Contract, the Client is entitled to apply a contractual penalty of EUR 1,000 to the Supplier for each individual breach, which may be applied repeatedly.
- 11.1.9 In the event that the Client fails to pay the Supplier the invoiced Price within the due date set out herein, the Supplier shall be entitled to claim contractual default interest to the Client at the rate of 0.02% of the amount due for each day, even if commenced, of such delay.
- 11.1.10 The Parties agree that, for the purposes of Article 11.1.3(b) of this Contract, the Client shall be entitled to claim a contractual penalty in the event of delay by the Supplier or in the event of a breach of this Contract due to the unnecessary expiry of an additional rectification period of five (5) Business Days from the date on which the Client delivers to the Supplier a written request for rectification relating to a specific breach of this Contract.
- 11.1.11 If any fact results in a breach of more than one article of this Contract and therefore the Supplier's obligation to pay a contractual penalty should be determined in accordance with two or more provisions of Article 11.1 of these contractual conditions, the Supplier shall pay the Client a contractual penalty only in accordance with the provisions of Article 11.1 of this Contract, which constitutes an obligation to pay a higher contractual penalty.
- 11.1.12 Payment of contractual penalties under this Article of the Contract shall be without prejudice to the right to compensation for damages. The Parties agree that any compensation for damages (including non-pecuniary damage) paid by the Supplier to the Client under this Contract shall be limited to EUR 750,000 (in words: seven hundred fifty thousand euros). However, the limitation of the right to compensation under the preceding sentence does not apply to cases where the damage was caused by the intent or gross negligence of the Supplier. In the event that the contractual penalty is reduced by a court decision, the Client's right to compensation for damage or injury in full remains unaffected (taking into account the limitation under the second sentence of this Article of the Contract). If any legal regulation provides for a penalty for breach of a contractual obligation (at any time during the term of this Contract), such claim shall not affect the Client's right to compensation for damages or injury in full (subject to the limitation under the second sentence of this Article of the Contract).

12. SUBMISSION

- 12.1 Any notice or document to be given in writing under this Contract shall, unless the Contract provides otherwise, be delivered personally or sent by registered post to the contact details of

the other Party and/or may, by mutual agreement, be delivered by email to the Party to be served. Contact details are set out in Annex No. 2 to this Contract.

- 12.2** Communication other than that specified in the preceding Article 12.1 of this Contract may be made by either Party to the other Party by electronic mail (e-mail) or fax to the contact details of the other Party, unless otherwise provided in the Contract.
- 12.3** Each Party shall notify the other Party without undue delay of any changes to the contact details set out in Annex No. 2 to this Contract by registered letter signed by its statutory body or a member thereof and sent to the address set out in Annex No. 2 to this Contract (as amended from time to time). Proper delivery of such notice shall result in a change of the Party's delivery address without the need for an amendment to this Contract. The provisions of this Article shall also apply to changes of the correspondence address for sending Invoices.

13. OTHER PROVISIONS

- 13.1** Assignment, pledge and set-off. The Parties expressly agree that without the prior written consent of the Client:

- 13.1.1 The Supplier shall not be entitled to assign any of its claims arising under or in connection with this Contract to a third party,
- 13.1.2 The Supplier shall not be entitled to pledge any of its claims against the Client arising out of or in connection with this Contract,
- 13.1.3 The Supplier shall not be entitled to set off by unilateral declaration any of its claims against the Client arising out of or in connection with this Contract.
- 13.1.4 The Client is entitled to set off any of its claims against the Supplier arising out of or in connection with this Contract by unilateral declaration; this also applies to claims that are uncertain or indeterminate.

- 13.2** The Supplier is obliged to prove at any time upon the Client's request that it has insurance for an amount of at least EUR 750,000 (seven hundred fifty thousand euros) for general liability for damage caused during the provision of the Services to the Client or a third party. By entering into the Contract, the Supplier also undertakes to maintain the insurance to the same or greater extent until the termination of this Contract. During this period, the Supplier undertakes to provide the Client with proof of the duration of such insurance within two (2) working days upon the Client's request.

14. FINAL PROVISIONS

- 14.1** Force and effect of the Contract. This Contract shall enter into force on the date of its signature by the last Party and shall become effective on the date of delivery of the Stage 1 of Work under the Contract for Work. If, however, a mandatory provision of a specific legal regulation provides that this Contract may take effect at the earliest on a date that is later than the date of the last Party's signature of this Contract, this Contract shall not take effect until the date on which this Contract may take effect at the earliest under such mandatory provision of the specific legal regulation. Any performance under the subject matter of this Contract by either Party prior to the effective date of this Contract shall be deemed to be performance under this Contract and the rights and obligations arising from such performance shall be governed by this Contract.

- 14.2** The legal code. This Contract and the relations arising from it are governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”).
- 14.3** Severability clause. If any provision of this Contract is or becomes invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness shall not affect the other provisions of this Contract. The Parties agree to replace the invalid, unenforceable or ineffective provision with a valid, enforceable and effective provision within five (5) Business Days after receipt of a notice from one Party to the other Party, the language of which shall be consistent with the intent expressed in the original provision and this Contract as a whole.
- 14.4** Uniformity of provisions. This Contract contains the entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior agreements made with respect to the subject matter of this Contract, except for any confidentiality or non-disclosure agreements.
- 14.5** Pre-contractual liability. Each of the Parties hereby declares that it has disclosed to the other Party all facts and legal circumstances of which it knew or ought to have known at the time of entering into this Contract and which are relevant in relation to the conclusion of this Contract.
- 14.6** Party practices and business practices. The Parties agree that, beyond the express provisions of this Contract, they do not wish any rights and obligations to be inferred from past or future practice established between the Parties or customary practices generally or in the industry relating to the subject matter of this Contract, unless otherwise expressly agreed in the Contract. In addition to the foregoing, the Parties acknowledge that they are not aware of any custom or practice heretofore established between them.
- 14.7** Waiver of rights. If the Client discovers that the Supplier has breached this Contract and fails to promptly thereafter send the Supplier appropriate notice or otherwise take relevant action, this shall not constitute a waiver of such breach of Contract or a waiver of the rights arising from such breach. The Client may notify the Supplier of a breach of the Contract at any time and may take such action as is consistent with the Contract and applicable law. No waiver or relinquishment by the Client shall be valid unless made in writing for each individual case.
- 14.8** Danger of change of circumstances. The Supplier assumes the risk of a change of circumstances in accordance with Section 1765(2) of the Civil Code in its entirety.
- 14.9** Cancellation of the obligation under the Contract. The Supplier waives the right to claim cancellation of the obligation under this Contract pursuant to Section 2000(2) of the Civil Code.
- 14.10** Third party performance. In the case of non-monetary performance, the Client is not obliged to accept performance offered by a third party with the Supplier’s consent.
- 14.11** Exclusion of certain provisions. The Parties exclude the application of the following provisions of the Civil Code to this Contract: Section 557 (contra proferentem rule), Section 1740(3) (qualified acceptance), Section 1799 and Section 1800 (clauses in contracts of adhesion), and Section 1805(2) (prohibition against ultra duplum).
- 14.12** Statute of limitations. The Parties extend the limitation period for all rights of the Client under this Contract for a period of 15 years from the date on which the right could have been exercised for the first time.
- 14.13** Act on the Register of Contracts. The Client notifies the Supplier and the Supplier acknowledges that the Client is a person referred to in Section 2(1)(m) of Act No. 340/2015 Coll., on Special

Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act). This contract will be published in the Register of Contracts.

14.14 Trade secrets. The Parties declare unit price amount, and the support fee amount constitute trade secrets within the meaning of Section 504 of the Civil Code and undertake to keep them confidential and protect them accordingly. For the avoidance of doubt, the Parties declare that they do not consider the facts set forth in this Contract and its annexes other than those set forth in the first sentence of this provision of the Contract to be trade secrets.

14.15 Force majeure.

14.15.1 Neither Party shall be in default in the performance of its obligations under the Contract by reason of the existence of a force majeure circumstance if such circumstance prevents or materially affects the performance of such Party's obligations under the Contract. The immediately preceding sentence of this paragraph shall apply only during the existence of such force majeure circumstance or the duration of its effects and only with respect to the obligation or obligations of the Party directly or indirectly affected by such force majeure circumstance.

14.15.2 Force majeure shall be deemed to be such events which the Party could not have foreseen at the time of conclusion of the Contract and which objectively prevent the Party from fulfilling its contractual obligations under this Contract. The circumstances of force majeure include, in particular, war, embargoes, state or government intervention, acts of terrorism, natural disasters and strikes by the Client's employees. For the avoidance of doubt, any default in the performance of the obligations of any of the Supplier's suppliers or contractors to the Supplier, strike action by the Supplier's employees and the Supplier's suppliers and contractors, as well as insolvency, over-indebtedness, bankruptcy, arrangement, liquidation or other similar event relating to the Supplier or any of the Supplier's suppliers or contractors, and foreclosure of the Supplier's or any of the Supplier's suppliers' or contractors' assets shall not be deemed to be a force majeure event.

14.15.3 If any of the force majeure circumstances described in paragraph 14.15.2 of this Contract arises, the Party whose Party is affected shall take all steps reasonably required of such Party that will result in the resumption of Normal Operations in accordance with the Contract as expeditiously as possible in light of the circumstances giving rise to the force majeure circumstance. The Party undertakes to inform the other Party of the occurrence of a force majeure circumstance without undue delay after such communication is objectively possible.

14.15.4 If the Force Majeure Event continues for more than ten (10) Business Days, the Parties agree to mutually negotiate to find a suitable solution to the situation using such efforts as may reasonably be required of the Parties.

14.16 This Contract contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other written or oral agreements made with respect to the subject matter hereof.

14.17 Court. Any disputes arising out of or in connection with this Contract shall be submitted to the Client's general court for a decision in accordance with the provisions of Section 89a of Act No. 99/1963 Coll., Civil Procedure Code, as amended.

14.18 Change to the Contract. Actions modifying the content of the legal relationship established by this Contract must be made in writing and (unless otherwise expressly provided in this Contract) by successively numbered amendments. This provision of the Contract may only be amended in writing by executing an amendment to this Contract. For the purposes of this provision, any legal act made by electronic or other technical means capable of recording its content and identifying the person acting shall not be deemed to be made in writing.

14.19 Annexes. The following annexes form an integral part of this Contract:

14.19.1 Annex No. 1: Price List;

14.19.2 Annex No. 2: Contact Details;

14.19.3 Annex No. 3: Security Requirements;

14.19.4 Annex No. 4: Fair Working Conditions;

14.19.5 Annex No. 5: List of Spare Parts including Unit Prices.

THE PARTIES HEREBY DECLARE THAT THEY HAVE READ THIS CONTRACT AND THAT THEY AGREE WITH ITS CONTENTS, IN WITNESS WHEREOF THEY CONFIRM IT WITH THEIR SIGNATURES:

Date: 20.10.2025
For the Client:

Date:
For the Supplier:

Signature: _____
Name: Ing. Jiří Pos
Position: Chairman of the Board of Directors
Letiště Praha, a. s.

Signature: _____
Name: Ing. Michal Koscelanský
Position: Authorised representative SITA B.V.
- organizační složka pro Českou republiku

Signature: _____
Name: Ing. Marek Mastník MBA
Position: Member of the Board of Directors
Letiště Praha, a. s.

Annex No. 1: Price List

Item	Unit of measure (UM)	Unit Price Bid per one unit/piece in EUR, excl. VAT
Price for support according to Article 6.1.1 of the Service Contract	month	
Surcharge to the price for SBG support per order according to Article 6.1.2 of the Service Contract - double lane SBG	a month and a piece	
Surcharge to the price for SBG support per order according to Article 6.1.2 of the Service Contract - single lane SBG	a month and a piece	
Spare parts	Unit of measure (UM)	Unit Price Bid per one unit/piece in EUR, excl. VAT
display	piece	
gate	piece	
reader	piece	
printer	piece	

Annex No. 2: Contact Details

1. Contact persons in the matter of placing and handling of enquiries, Orders, Tenders and Subcontracts on the Client's side.

The contact person for the Client is:

phone:

mailing address: Letiště Praha, a. s., K Letišti 6/1019, 160 08 Praha 6

2. Contact persons for the submission and handling of enquiries, Orders, Tenders and Subcontracts on the Supplier's side.

The contact person for the Supplier is:

phone:

+4

mailing address: SITA B.V. , V Parku 2336/22, 148 00, Prague

3. Contact persons for contractual issues on the Client' side.

The person authorised to communicate on behalf of the Client with respect to any amendment, termination or any other communication regarding this Contract is:

phone:

4. Contact persons for contractual issues on the Supplier's side.

The person authorised to communicate for the Supplier with respect to any amendment, termination or any other communication regarding this Contract is:

phone:

Annex No. 3: Security Requirements

1. SECURITY MEASURES

The purpose of this Annex is, in accordance with Section 4(4) of Act No. 181/2014 Coll., on Cyber Security and on Amendments to Related Acts (the Cyber Security Act), as amended (hereinafter referred to as the “**Act**”), in conjunction with Annex No. 7 to Decree No. 82/2018 Coll, on Security Measures, Cyber Security Incidents, Reactive Measures, Appropriate Submissions in the Field of Cyber Security and Data Disposal (the “Cyber Security Decree”) (hereinafter referred to as the “**Decree**”), to set out the mandatory security measures applicable to the Supplier, whose subject of performance for the Client is (exclusively or as part of the subject of performance of another service) the development or implementation or provision or servicing of Software or Hardware (hereinafter also referred to as “**SW**” or “**HW**”), or who, in connection with the performance for the Client, accesses the Client’s information system which has been designated as the information system of the basic service in accordance with Act No. 181/2014 Coll., (hereinafter also referred to as “**B-IS PA**”), or who, in the context of the performance provided for the Client, processes or transmits or stores or archives data and operational data of the Client or its customers (hereinafter also referred to as “**Security Measures**”).

With regard to the nature of the measures or obligations listed below in this Annex, the Supplier shall assess whether they apply to the Supplier of the performance or directly to its manufacturer and, depending on the outcome of such assessment, the Supplier shall ensure their implementation by the relevant person. Insofar as the technical parameters of the delivered performance are referred to in this Annex, the Supplier shall be fully responsible for the fact that the delivered performance (HW or SW) meets all technical requirements without reservation.

This Annex shall always apply within the contractual relationship to the extent that the Supplier, or the manufacturer of the delivered performance, can be fairly required to do so with regard to the subject matter of the performance.

2. GENERAL REQUIREMENTS

2.1 The Supplier undertakes to fulfil the following obligations when providing performance for the Client:

- 2.1.1 to act in accordance with the applicable legal regulations, in particular in accordance with the requirements arising for the Client, as administrator and operator, or as administrator or operator of the basic service information system, from the Act and the Decree and to reflect any amendments to these legal regulations or new legislation;
- 2.1.2 unless otherwise agreed by the Parties, the Supplier shall appoint a responsible contact person for the purpose of ensuring the performance of the Security Measures under the Contract and related communication between the Parties (hereinafter also referred to as the “Contact Person”) within 15 days after the conclusion of the Contract. The Supplier shall inform the Client of the contact person in writing within the same period. The Supplier is obliged to report any change of the Contact Person on the Supplier’s side to the Client within 5 days of the change;

- 2.1.3 ensure that the Supplier's Contact Person confirms in writing to the Client, no later than 30 days after the conclusion of the Contract, that all persons involved in the performance of this Contract on behalf of the Supplier and/or its subcontractors have been demonstrably familiar with these Security Measures;
- 2.1.4 if the Supplier processes personal data for the Client in the performance of the subject matter of the Contract, the Supplier undertakes to conclude a contract with the Client on the processing of personal data in accordance with 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 and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 110/2019 Coll., the Act on the Processing of Personal Data;
- 2.1.5 the subject of performance must not be non-compliant from the point of view of information security, whereby any performance is considered non-compliant if it contains technologies or key elements against whose manufacturers the competent administrative authority has issued measures in accordance with the Act and which, according to the Client's risk analysis, represent a high or critical risk;
- 2.1.6 comply with the relevant provisions of the Client's safety policies, methodologies and procedures, or applicable Client's management Documentation or parts thereof, which are relevant to the subject matter of performance, if the Supplier has been made aware of such documents or parts thereof, regardless of the manner in which the Supplier has been demonstrably made aware of such Client's Documentation;
- 2.1.7 record material circumstances related to the subject of performance under the Contract (technical records, organizational records of training, credentials, qualifications, etc.) that may affect the provision of cyber security and inform the Client thereof;
- 2.1.8 in the event of a request from the Client, the Supplier must guarantee the ability to reconstruct the functionality of the asset to the state required by the subject of the Contract;
- 2.1.9 inform the Client about known and discovered security vulnerabilities of the subject of performance at any time
- 2.1.10 to continuously detect technical or organizational vulnerabilities and configuration inconsistencies of the subject of the Contract and to inform the Client about the detected facts without undue delay. Detected technical vulnerabilities must be evaluated with respect to the associated risk and corrective measure must be taken by the Supplier according to the nature of the subject matter of the Contract. Corrective measures must be approved by the Client;
- 2.1.11 implement security measures for data protection related to the subject of the Contract;
- 2.1.12 meet all relevant security requirements in implementation and/or support processes at least within the scope of "best practice" requirements (e.g.

according to ISO/IEC 27001, NIST (National Institute of Standards and Technology);

- 2.1.13 to store traffic data (operational and location data) in accordance with applicable legislation and to comply with the requirements of the Decree on the content of operational events;
- 2.1.14 to ensure all data and information transmission in terms of security requirements for their confidentiality, integrity, Availability and resilience during the provision of the subject of the Contract to the Client;
- 2.1.15 to provide the Client with the required assistance for security testing during the implementation of the Software or after its Handover, within the time limits set by the Client, or without undue delay;
- 2.1.16 to deliver system and operational security Documentation no later than the time of Handover and acceptance of the SW in the manner specified in the Contract and in the event of a change in the subject matter of the Contract to deliver an updated version of the system Documentation. The system Documentation shall contain a description of the functions and activities necessary to perform the activities associated with the subsystem being delivered and shall include a user and administrator manual, if Available to the Supplier. The operational security Documentation contains a description of the necessary security functions of the supplied subsystem, e.g. the method of updating, logging options, etc.;
- 2.1.17 demonstrate that it has applied effective security rules and processes and that the subject matter has been designed in accordance with the Security by Design principle;
- 2.1.18 provide accurate information on the origin and composition of the subject of performance components supplied;
- 2.1.19 ensure that the performance of the subject of the Contract will include only those components that are objectively necessary for the proper operation of the SW or that are specified explicitly in the Contract, in particular that neither the SW nor the HW will contain any unnecessary components, etc.;
- 2.1.20 if the performance includes the Installation of an operating system or third-party Software, it must be installed only in the latest possible version supported by the manufacturer;
- 2.1.21 keep the Client informed about the issue of security updates of the subject of performance;
- 2.1.22 all information requiring a higher level of protection, e.g. certificate identification data, passwords, access permissions, configuration files, system programs, critical libraries, recovery procedures, etc.) provided by the Client in the course of providing the performance shall be stored and transmitted encrypted and protected against unauthorized access, unless otherwise agreed between the Parties in a particular case.

The Supplier undertakes that

- 2.1.23 it will not install or use any tools that could compromise or override the Client's security measures. These include, but are not limited to, keylogger, sniffer, vulnerability analyser and port scanner, backdoor, rootkit and Trojan horse or other forms of malware;
- 2.1.24 will not integrate vulnerabilities or deliberately not allow vulnerabilities to be integrated;
- 2.1.25 all of its information systems that connect to the Client's network infrastructure are and will be protected against malware.

The Supplier undertakes to ensure that persons involved in the provision of performance to the Client who access the internal network:

- 2.1.26 not to store, share data and information of ethically inappropriate content, contrary to good manners or damaging the name of the Client;
- 2.1.27 not download, share, store, archive, or install data or executable files in violation of the licensing terms or Copyright Act;
- 2.1.28 they were not sending chain emails.

The Supplier acknowledges that the procedure for handling a cyber security event or other consequence of a breach of the Security Measures shall not be considered as a circumstance excluding the Supplier's liability for delay in the due and prompt performance of the subject matter of the Contract and shall not be the basis for any compensation for any damage to the Supplier or any other person by the Client.

3. REQUIREMENTS FOR SYSTEM AND OPERATIONAL SECURITY DOCUMENTATION

- 3.1** In case that the delivered performance includes the Installation of Software, the Documentation must also include Installation and configuration procedures.
- 3.2** In case that the delivered performance includes disaster recovery, the Documentation must also include business continuity activities and contingency plans.

4. PHYSICAL PROTECTION AND ENVIRONMENTAL SAFETY

- 4.1** The Provider undertakes to comply with the operating rules of the buildings (regime measures) and the premises used, especially in the area of physical protection of security zones where ICT system components or data carriers are located,
- 4.2** The Provider undertakes not to leave freely Available Installation, backup or archive media or Documentation for the ICT system, which is the subject of performance under this Contract, in the Workplace.

5. ACCESS CONTROL

- 5.1** Where the performance includes access to external web Services by Prague Airport (PA), CSAT and CSAH staff, the following requirements must be met:
 - 5.1.1 The login data must not be stored in a readable form but must be protected by sufficiently strong cryptographic means in accordance with the

recommendations of the National Cyber and Information Security Agency of the Czech Republic.

5.1.2 The system accessed by PA staff must be regularly tested, updated and sufficiently robust to ensure the security of information and data.

5.2 The tool for managing and authenticating the identity of users, administrators and applications must meet the requirements of the Decree.

5.3 If the application uses other than user accounts for its operation (e.g. technical, application, database, etc.) using a password for authentication, these accounts must be able to be changed immediately and free of charge by the PA administrator.

6. TESTING THE DELIVERED SOLUTION

6.1 PA reserves the option to perform periodic penetration testing or vulnerability testing for the duration of the Contract or prior to its conclusion. The Supplier shall immediately take additional, effective corrective measures to address critical vulnerabilities identified during penetration testing.

6.2 The Supplier shall provide the Client with all necessary assistance when performing penetration testing or vulnerability testing of the solution. The Supplier is obliged to take additional, effective corrective measures to eliminate vulnerabilities identified during penetration testing.

6.3 In the event that penetration testing or vulnerability testing results in critical findings, the Supplier shall promptly inform PA of such findings and take additional, effective corrective measures.

6.4 For the avoidance of doubt, by penetration testing we mean any examination of a computer system to find weaknesses in the delivered solution. The results of the penetration testing may only be made known to authorised persons of the Supplier and the Client.

7. MONITORING ACTIVITIES

7.1 The subject of performance must provide audit records (logs) of the activities performed therein, to the extent specified by the Decree, which allow unambiguous identification of the user, time and activity performed.

7.2 The Supplier undertakes to provide access to the audit data to the Client in such a form that it can be processed by the IBM QRadar SIEM tool.

8. HANDOVER AND ACCEPTANCE OF PERFORMANCE

8.1 The Supplier acknowledges that failure to comply with the Client's Security Measures, including the requirement to submit complete system and operational Documentation, is a material Defect preventing acceptance of the subject matter of the Contract.

8.2 The Supplier is responsible for ensuring that the systems provided contain the latest, stable, secure and properly tested security updates (patches).

9. EXCHANGE OF INFORMATION

- 9.1** The Supplier undertakes that all data and information transmission must be sufficiently secured using currently robust cryptographic algorithms and cryptographic keys in accordance with the NUCIB recommendation.
- 9.2** The Supplier undertakes that online transactions carried out via web technologies will be protected by SSL certificates.
- 9.3** The Supplier is obliged, upon the Client's request, to provide the Client with all requested data, operational data and information relating to the subject of the Contract without undue delay, in a systematised form and in a machine-readable format.

10. MANAGING CYBER SECURITY INCIDENTS

- 10.1** In connection with the provision of performance, the Supplier undertakes to:
 - 10.1.1 define responsible roles and their authorities leading to the rapid and effective management of cyber security events and incidents;
 - 10.1.2 report all cyber security events and incidents, including personal data breaches, to the Client immediately upon detection.
 - 10.1.3 evaluate information on cyber security events and incidents and take appropriate corrective measures, including short and long-term.
 - 10.1.4 promptly inform the Client of all facts that may affect the handling of cyber security events and incidents;
 - 10.1.5 keep adequate records of all cyber security incidents and retain these for future reference or forward them to the Client.
- 10.2** The rules set by the Supplier for managing cyber security incidents will respect the requirement for the legality of the traces, i.e. their origin and the legitimacy of their acquisition must be in accordance with the applicable legal regulations so that their subsequent use in forensic analysis and eventual use as evidence is possible;
- 10.3** The Supplier shall design possible solutions so that the system for detecting and managing cyber security events and incidents is integrated into the Client's processes and systems.
- 10.4** The supplier will implement measures to increase the resilience of the delivered solution to cyber security incidents, especially with regard to new vulnerabilities.
- 10.5** The Supplier is obliged to immediately inform the Client about cyber security incidents related to the performance of the subject of the Contract (by phone at +420 220 111 155 and in writing at csoc@prg.aero). The Notification must include a description of the nature of the cyber security incident;
- 10.6** When evaluating the causes of a cyber security event or cyber security incident related to the subject of the Contract, the Supplier shall provide full cooperation, e.g.: provide logs and identification data (e.g. IP address, MAC address, HW type, serial number or IMEI), for content analysis, or implement measures required by the Client without undue delay.
- 10.7** The Supplier shall be obliged to analyse the causes of the cyber security event or cyber security incident and propose measures to prevent its recurrence in the event that the Supplier caused or contributed to the security incident.

11. AUTHORISATION TO USE DATA

- 11.1** The Supplier shall be entitled to use the data provided to the Supplier by the Client in order to perform the subject of the Contract, but only to the extent necessary to perform the subject of the Contract.
- 11.2** In providing performance for the Client, the Supplier undertakes to handle the data only in accordance with the Contract and the relevant legislation, in particular the Act and the Decree and other related legislation.

12. CHANGE MANAGEMENT

- 12.1** The Supplier is obliged to take effective measures to reduce adverse impacts in the event of significant changes in the delivered solution and immediately inform the Client about the measures taken.
- 12.2** The Supplier undertakes to provide the Client with all necessary assistance in analysing the associated risks, taking measures to mitigate any adverse effects associated with the changes, updating the security Documentation, related testing and ensuring the possibility of restoring the original state.
- 12.3** In the event that, based on the risk analysis, it is decided that penetration testing or vulnerability testing is necessary, the Supplier shall provide maximum cooperation and enable the Client to perform the said testing.

13. BUSINESS CONTINUITY MANAGEMENT

- 13.1** The Client shall have the authority to involve the Supplier in business continuity management, in particular the authority to include the Supplier in the business continuity plan or to include the Supplier in the Client's emergency plan. This is essential for regular shutdowns, emergencies or business continuity testing.
- 13.2** If data backup is a part of the delivered solution, the Supplier shall provide the Client with a data backup and recovery methodology in the form of a backup plan, data recovery test scenario, a system of record keeping, ensuring the integrity and authenticity of the backup media. As such, the backup must be encrypted.

14. SUPPLIER'S INFORMATION OBLIGATION

- 14.1** The Supplier is obliged to inform the Client without undue delay of a significant change in the Supplier's control pursuant to Act No. 90/2012 Coll., on Commercial Companies and Cooperatives (the Business Corporations Act) or a change in the ownership of the underlying assets, as well as a change in the Supplier's authority to dispose of the assets used to perform the subject of the Contract.
- 14.2** The Supplier is obliged to inform the Client about the method of risk management in the event of a significant change in control of the Supplier, as well as about residual risks related to the performance of the subject of the Contract, based on a written request from the Client.

15. SUBCONTRACTORS

- 15.1** The Supplier shall not engage any other Subcontractor to provide performance under this Contract without the prior, specific consent of the Client.
- 15.2** The Supplier undertakes to comply with the Client's requirements for information security management related to the performance of the subject matter of the Contract and to provide the Client with all necessary assistance in information security management issues and, if it uses Subcontractors in the provision of the performance, to ensure that the Client is provided with all necessary assistance in information security management issues also from these Subcontractors.
- 15.3** If the Supplier uses a Subcontractor to perform the subject matter of the Contract, the Subcontractor shall be subject to the same obligations under the contract with the Supplier to comply with the contractual arrangements as are agreed between the Client and the Supplier in this Annex.
- 15.4** The Supplier undertakes to submit to the Client, upon the Client's written request, the relevant, anonymised contract with the Subcontractor.
- 15.5** The Supplier shall be obliged to ensure that the Subcontractor complies with the requirements imposed on the Supplier by the Client under this Annex.
- 15.6** The Supplier shall be responsible for ensuring that its Subcontractors do not act in violation of the security measures set forth in this Annex; in the event that there is a failure by a Subcontractor of the Supplier to comply with such requirements, any such failure shall be deemed a breach of the Supplier's obligation under the Contract.

16. DATA DISPOSAL

- 16.1** If, in the course of the performance of the subject of the Contract, the Supplier is obliged to delete data and to dispose of technical media and/or operational data and/or information and copies thereof, it shall always proceed in accordance with the rules for data deletion and in accordance with the methods of disposal of technical media of information, operational data, information and copies thereof set out in the Decree. In doing so, if the classification of the information is not determined, the disposal method for the criticality of the asset will be used.
- 16.2** The Client stipulates that the appropriate method of disposal of technical media or operational data or information and copies thereof within the scope of performance of the subject matter of the Contract may be, in accordance with the Decree, the rectification, overwriting or physical disposal of the information carrier.

17. SUPPLIER INSPECTION AND AUDIT

- 17.1** The Supplier undertakes to provide the Client with all information necessary to prove that the obligations arising from this Annex, as well as from the Act and the Decree, have been fulfilled, and for this purpose it undertakes to enable the Client to carry out inspections, including audits carried out by the Client or an auditor appointed by the Client for the audit, and to provide all necessary assistance for such inspections and audits.
- 17.2** The Supplier is obliged to make Available to the Client all necessary Documentation for the purposes of inspection or audit, in particular a list of technical and organisational measures.
- 17.3** The Supplier is obliged to designate a representative (or representatives) who will be present during the inspection or audit.

- 17.4** The inspection or audit may be carried out at the Supplier's or its Subcontractor's premises and the Supplier shall be obliged to allow or arrange for such inspections or audits to be carried out at the Subcontractor's premises, to contribute to such inspections or audits, and to provide the Client or the Client's authorised person with the maximum possible assistance reasonably required from the Supplier. There is no limit to the number and frequency of checks or audits.
- 17.5** The Client is obliged to notify the Supplier in writing of the inspection or audit at least 14 days before the inspection or audit is carried out. The Notification shall also include a list of persons authorised by the Client to carry out the inspection or audit.
- 17.6** The results of the inspection or audit may be an audit report; the Supplier shall be informed of the results and may comment on them.
- 17.7** Points 17.1 up to 17.6 shall not apply if the Supplier carries out, itself or through an external supplier, regular audits of compliance with the security requirements set out in this Annex at regular intervals. In the event that a critical risk is identified during the audit, the Supplier must immediately inform the Client
- 17.8** The Supplier is also obliged to allow inspection or audit by the supervisory authorities.
- 17.9** The Supplier is also obliged to regularly carry out its own risk assessment and check the safety measures in place. This check is carried out at regular intervals specified by the Client, at the Client's request or in the event of a cyber security incident within the service provided or in the event that a security incident appears likely to occur. The Supplier shall submit a written inspection report to the Client without undue delay.

18. OBLIGATIONS UPON TERMINATION OF THE CONTRACT

- 18.1** The Supplier undertakes to provide the Client with all necessary assistance, Documentation, information and to participate in negotiations with the Client and, where applicable, third parties for the purpose of smooth and orderly transfer of all activities related to the operation of the subject of the Contract to the Client or a new Supplier, which will occur after the expiry of this Contract, all in accordance with the instructions of the Client (hereinafter referred to as "**Contract Termination**").
- 18.2** For this purpose, the Supplier undertakes to prepare and submit to the Client documentation setting out the procedure for Contract Termination (hereinafter referred to as the "**Plan**"). The Supplier undertakes to update the Plan continuously for the duration of this Contract and to provide the Client with an updated version of the Plan reflecting any change in any fact stated in the Plan.
- 18.3** The Supplier shall provide the performance necessary to implement this Plan.
- 18.4** The Parties agree that the Price for the preparation of the Plan and the provision of the performance necessary for the implementation of the Plan is part of the Price according to the contractual arrangements.

19. COMMON AND FINAL PROVISIONS

- 19.1** This Annex complies with the applicable laws and regulations of the Czech Republic. If any provision of this Annex becomes invalid or unenforceable, the validity and enforceability of the remaining provisions of this Annex and the Contract shall not be affected. The Parties agree to

replace the invalid or unenforceable provision with a new provision whose language is consistent with the intent expressed in the original provision and this Annex as a whole.

- 19.2** This Annex may be amended and supplemented only by written continuously numbered amendments signed by both Parties.

Annex No. 4: Fair working conditions**Obligations of the Supplier in the area of fair working conditions****I. PREAMBLE**

- 1) Letiště Praha, a. s., is interested in actively contributing to the cultivation of the working environment in the area of the Prague/Ruzyně International Civil Airport and beyond and to promote elements of social responsibility here. Integral to this effort are the requirements for Suppliers, particularly but not exclusively, in the areas of decent and fair working conditions and occupational health and safety at suppliers/consumers and in their supply chain.
- 2) The Parties declare that they are aware of their social responsibility and wish to act in accordance with the principles of socially responsible public procurement. The Supplier undertakes to fulfil the obligations set out in this Annex in the performance of the Contract.

II. COMPLIANCE WITH THE LAW

- 1) The Supplier undertakes that all its activities will comply with the laws and regulations in force in the place where the specific activity is carried out.
- 2) The Supplier's activities in the Czech Republic shall always be conducted in accordance with the laws of the Czech Republic. The Supplier undertakes to ensure compliance with all legal regulations throughout the duration of the contractual relationship established by the Contract, in particular labour law regulations (remuneration, including remuneration for overtime work, public holidays, etc., working hours, rest periods between shifts, etc.), as well as regulations relating to employment and occupational health and safety, i.e. in particular Act No. 435/2004 Coll., on Employment, as amended, and Act No. 262/2006 Coll., the Labour Code, as amended, in respect of all persons involved in the performance of the Contract (and regardless of whether the activities will be performed by the Supplier or its subcontractors). The Supplier also undertakes to ensure that all persons involved in the performance of the Contract on the part of the Supplier (and regardless of whether the activities are to be performed by the Supplier or its subcontractors) are entered in the relevant registers, such as the register of insured persons of the Czech Social Security Administration, and have the relevant residence permits in the Czech Republic and employment permits. The Supplier is also obliged to ensure that all persons involved in the performance of the contract (and regardless of whether the activities will be carried out by the Supplier or its subcontractors) are trained in fire protection and occupational health and safety, and that they are equipped with personal protective Equipment in accordance with applicable legislation. The Supplier is also obliged to ensure that all employees of the employment agency who are involved in the provision of performance under the Contract and are temporarily assigned to the Supplier or its subcontractor are temporarily assigned by an employment agency that has a valid employment agency permit issued under the provisions of Section 60 of Act No. 435/2004 Coll., on Employment, as amended.

III. FAIR WORKING CONDITIONS

- 1) The Supplier undertakes to comply with the labour laws applicable at the place of work in accordance with the International Labour Organisation (ILO) regulations in respect of all persons performing work for the Supplier.
- 2) In particular, the Supplier undertakes not to allow any of the above practices on its premises, regardless of whether the activities under the Contract are carried out by the Supplier or its subcontractors.
- 3) Illegal employment - Illegal employment means, in particular, a situation in which the person who performs work for the Supplier does not have a valid contract with the Supplier corresponding to the work performed and/or a situation in which the person who performs the work does not have the right to reside in the territory of the state where the work is performed or does not have the right to perform the work in the territory of that state.
- 4) Forced labour - Forced or compulsory labour is defined as any work that is exacted from a person under the threat of any penalty and/or for which the person has not volunteered.
- 5) Child labour - A child is defined as a person fifteen years of age or younger than the minimum age set by local law for the performance of work.
- 6) Human trafficking - Human trafficking means the recruitment, transportation, transfer, harbouring or receipt of persons by means of threats, use of force or other forms of coercion, by means of abduction, fraud, deception, falsehood or abuse of a person's power or powerlessness, or the giving or receiving of funds or other benefits to obtain the consent of a person who is in control of another person with the intent to exploit that person. Any situation where the Supplier or a third party, with the Supplier's knowledge, in particular restricts the free movement of workers, makes employment conditional on the surrender of identity documents, travel documents or work permits, shall be considered as human trafficking under this Annex.
- 7) Bullying - Bullying means any form of mobbing or bossing or other psychological pressure on a worker, accompanied in particular by gossip, ridicule, humiliation, disparagement, shaming, intimidation, harassment, financial harm, assignment of work that does not match the worker's qualifications, etc.
- 8) Discrimination - Discrimination is a situation where one person is treated less favourably than another person in a comparable situation, has been or would be treated, in particular because of race, ethnic origin, nationality, religion or belief, gender, disability, age or sexual orientation. Discrimination is also defined as where an apparently neutral provision, criterion or practice would put persons at a particular disadvantage compared to others on the basis of, for example, their faith or world view, health, age or sexual orientation.
- 9) Unequal remuneration - Unequal remuneration is a situation where all employees of an employer are not entitled to the same wage, salary or remuneration under an agreement for the same work or for work of equal value, taking into account the complexity, responsibility and exertion of the work, the working conditions of the work performed, the performance and the results of the work.
- 10) Unfair remuneration - Unfair remuneration is a situation where the worker is not entitled to appropriate remuneration for the work performed, i.e. the remuneration that does not meet the

statutory minimum wage or minimum wage tariffs, is insufficient to cover basic living needs relative to the place of work, falls below the standard rate for comparable work on the relevant labour market, and/or where the Supplier or third parties, with the Supplier's knowledge, make unauthorised deductions or withholdings and/or pay dates are not exceeded and/or the Supplier as an employer fails to pay the mandatory contributions for the employees duly and promptly or allows for the circumvention of obligations imposed on the employer through other legal institutes (e.g. the so-called "Schwarz system").

(hereinafter referred to as "**Undesirable Practices**"), in whatever form.

11) Furthermore, the Supplier undertakes to take active measures against Undesirable Practices, in particular:

- a) Adopt an Anti-Adverse Practices Policy and commit to adhering to it.
- b) Ensure that all persons performing any work for the Supplier are able to report any instance of Undesirable Practices.
- c) Regularly train persons who perform work for the Supplier on the nature of the Undesirable Practices, that such Undesirable Practices are prohibited, and the worker's defences to such practices.
- d) Promptly review each reported case of Undesirable Practices.
- e) Not to allow any form of recourse against the person who has brought the Undesirable Practices to the attention of the Supplier, its employees or such person's superiors.

(hereinafter referred to as the "**Measures**").

12) If the Supplier performs the Contract through a subcontractor, the Supplier undertakes to ensure that the Measures are also accepted by that subcontractor. The Supplier shall be liable to the Client for the Undesirable Practices under this Annex as if it had committed them itself.

13) The Supplier further undertakes to ensure that persons who perform work for the Supplier:

- a) A work environment that is healthy and safe, i.e., to comply with OSH standards at the workplace, to ensure that workers can be informed in a timely manner of any health and safety hazards and to allow for timely interruption of work, to record all OSH incidents and to take ongoing measures to improve workplace safety, to provide workers with the best possible Equipment and protective Equipment.
- b) The possibility of unhindered association in collective organisations (trade unions).

IV. INSPECTIONS BY PUBLIC AUTHORITIES

- 1) The Supplier is obliged to inform PA without delay if an inspection is initiated in connection with its activities by state administration authorities that could affect the subject of this Annex. The Supplier is subsequently obliged to provide the Client with the results of such inspection upon request.
- 2) If the Supplier is finally sanctioned by a governmental authority for an act/omission of the Supplier that is in violation of Article II and/or Article III of this Annex, the Supplier shall immediately inform the Client thereof.

- 3) The Supplier is obliged to notify the Client that proceedings have been initiated against it or its subcontractors by a public authority (in particular the State Labour Inspection Authority or regional inspectorates, the Regional Sanitary Station, etc.) for a breach of legal regulations referred to in paragraph 2 of this Article of the Annex, which occurred during or in connection with the performance of the contract, no later than within 10 days of receipt of the notice of initiation of the proceedings. The Supplier's Notification shall also include information on the date of receipt of the Notice to Proceed. The Supplier shall be obliged to provide the Client with a copy of the final decision terminating the proceedings in the matter pursuant to the preceding paragraph of this Article, including information on the date on which the decision becomes final.
- 4) In the event that the Supplier or its subcontractor is finally found guilty of an offence or other similar offence in the proceedings referred to in paragraph 3) of this Article, the Supplier shall be obliged to take corrective measures and inform the Client in writing of such measures, including their implementation, within a reasonable period of time set in agreement with the Client.

V. AUDIT

- 1) The Supplier agrees that the Client is entitled to conduct fair labour audits of the Supplier.
- 2) The audit shall be performed by an employee of the Client or a third party authorised by the Client (hereinafter referred to as the "Auditor").
- 3) On the basis of the Contract and this Annex, the Auditor is entitled in particular:
 - a) to obtain information from the Supplier's employees, the Supplier's subcontractors and from persons who operate at the Client's premises or are present at or near the premises, in particular information about the working conditions of such persons and their employees.
- 4) The Supplier is obliged under the Contract and this Annex to provide all assistance to carry out the audit, in particular:
 - a) Submit to the Auditor, at the request of the Auditor, all documents necessary to prove whether the person performing work at the establishment or for the Supplier is legally employed, i.e. does not meet the conditions for Illegal Employment under Article III, paragraph 2), letter a) of this Annex.
 - b) Submit to the Auditor, at the Auditor's request, all documents necessary to demonstrate that the Supplier has prevented the Adverse Practices in its operations.
 - c) Submit to the Auditor, at the Auditor's request, all documents demonstrating that the Supplier has taken all the Measures as set out in this Annex.
- 5) For the avoidance of doubt, the Parties agree that the Auditor shall be entitled to take extracts, copies or photographs of any documents submitted to the Auditor during the audit pursuant to this Annex.
- 6) For the avoidance of doubt, the Parties agree that there may be more than one Auditor and that the Auditor is entitled to engage any qualified person to conduct the Audit.

VI. CORRECTIVE MEASURES

- 1) The Client is entitled to submit the results of the audit to the Supplier (hereinafter referred to as the "Audit Report").
- 2) The Audit Report may require the Supplier to rectify the deficiencies identified, including the manner and timing for their implementation (hereinafter referred to as "Corrective Measures").
- 3) The Supplier is obliged to implement the Corrective Measures according to the Audit Report.

VII. SANCTIONS

- 1) In the event of a breach of the obligations set out in this Annex by the Supplier, the Client is entitled to demand a contractual penalty from the Supplier in the amount specified in the Contract.
- 2) If the Supplier is finally sanctioned by a governmental authority for an act/omission of the Supplier that is in violation of Article II and/or Article III of this Annex and/or in the event of a breach of any of the obligations set out in this Annex, the Client shall be entitled to terminate the Contract with immediate effect from the date of delivery of the notice to the Supplier, unless a longer notice period is specified in the notice.

Annex No. 5 - List of Spare Parts including Unit Prices

Item	Quantity	Price
Control board ETS 22ccV1, 1MB/256KB 1		
Industrial-PC assembling (Win 11)	1	
Scanner Cube ² , BC, USB	1	
Display LVDS 10", incl. Controller	1	
Door leaf master or slave site	1	