

TOPSKY - ATC ONE UPGRADE AND SERVICE AGREEMENT

**TOPSKY-ATC ONE
UPGRADE AND SERVICE AGREEMENT**

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
VF	19/12/2025		Final Version Agreed by the Parties

TABLE OF CONTENTS

TABLE OF CONTENTS	3
1. DEFINITIONS AND INTERPRETATION	7
2. OBJECT OF THE AGREEMENT	7
3. TERM	8
4. PRICE AND PAYMENT TERMS	8
5. PERFORMANCE AND DELIVERY	11
6. ADDITIONAL SERVICE ORDERS	13
7. ACCEPTANCE AND MILESTONE COMPLETION	13
8. WARRANTIES	13
9. CUSTOMER INPUT	16
10. SITE ACCESS	16
11. FORCE MAJEURE	17
12. EXCUSABLE DELAY	18
13. REMEDIES FOR LATE DELIVERY AND SERVICE LEVEL BREACHES	18
14. NOTICES	19
15. INTELLECTUAL PROPERTY RIGHTS	20
16. INFRINGEMENT	24
17. CONFIDENTIALITY	26
18. LIABILITIES AND LIMITATIONS ON LIABILITY	28
19. TERMINATION	29
20. INSURANCE	34
21. APPLICABLE LAW	34
22. DISPUTE RESOLUTION	34
23. CHANGES	35
24. LEGACY AGREEMENTS	39
25. DOCUMENTATION	39
26. EXPORT CONTROL	39
27. PERSONAL DATA PROTECTION	40
28. ETHICS	40
29. PROJECT GOVERNANCE	40
30. REPORTING	41
31. SECURITY	41
32. SAFETY ASSESSMENT	42
33. QUALITY	43
34. MISCELLANEOUS	43

35. ROADMAP UPDATE PROCESS	45
36. TOPSKY- ATC PARTNERS COMMUNITY	45
LIST OF ANNEXES	47

THIS AGREEMENT, Customer's contract number 327/2025/IS/039, is made between:

Air Navigation Services of the Czech Republic (ANS CR), the state enterprise, a state enterprise organised and existing under the laws of the Czech Republic, having its registered office at Navigační 787, 252 61 Jeneč, Czech Republic, Company ID: 49710371, VAT Identification Number: CZ699004742, IBAN: CZ120300171280000088153, swift code: CEKOCZPP, registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771, Represented by Jan Klas,

(hereinafter referred to as the "Customer" or ANS CR)

the one part,

AND

Thales LAS France S.A.S, a company organised and existing under the laws of the Republic of France, having its registered office at 2, avenue Gay Lussac, 78990 Elancourt, France, VAT ID: FR13 319 159 877, IBAN: [REDACTED]

(hereinafter referred to as "**Thales**")

Of the other part

(The Customer and Thales individually referred to as a **Party** and collectively referred to as the **Parties**)

BACKGROUND:

- A.** Thales is a leading developer, integrator and supplier of air traffic management (**ATM**) system technology and associated products and services. The upgraded Thales TopSky - ATC One software (**the Product**) forms the core of future ATM system services to be provided by Thales to its global Customer base.

The Parties have previously entered into the Top Sky procurement contract (ref. nr. 314/2013/IS/034), signed on 22 October 2014, for the delivery of the Top Sky ATC system (Neopteryx). The contract has been amended three times, on 07/11/2016 (ref. nr. 314/2013/IS/034/D1), on 23/07/2018 (ref. nr. 314/2013/IS/034/D2) and on 06/08/2025 (ref. nr. 314/2013/IS/034/D3). In addition, the Customer and Thales entered into two consecutive framework agreements. The first framework agreement on "TopSky – Framework Agreement on System Modifications" was signed on 14 October 2020 (ref. nr. 381/2019/IS/033) and later followed by a second framework agreement signed on 28 December 2022 for the provision by Thales of "System modifications and/or evolutions software in order to correspond to the internal requirements of the Customer and the requirements of the European ATM environment" (ref. nr. 069/2022/IS/033), further amended on 07/05/2024 (ref. nr. 068/2022/IS/033/D1).

- B.** Thales has developed a Customer-centric sales model based on its core Product shared by all Product Users configured to user needs. The model consists in:
- provide initial access to the upgraded Product during an Access Period, and ongoing support and regular upgrades to the Product during an Operational Period; include a transparent Product Roadmap process that provides Product Users making use of the Core Services to contribute and get visibility on the Product Roadmap;
 - enable Product Users to derive maximum value from their investments by sharing Product sustainment and enhancement costs across a broad user base, reducing their total cost of ownership; and
 - provide predictability and certainty on total cost of ownership.
- C.** The Customer wishes to upgrade its current version of the TopSky - ATC System to TopSky - ATC One, and to continue receiving maintenance and development services while deriving the benefits of the Core Services model referred to in paragraph C.
- D.** The Customer has agreed to upgrade its current system, and Thales has agreed to provide the upgrade and associated ongoing Services to the Customer on the terms set out in this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 Capitalized terms and acronyms shall have the meanings set out in **Annex 1 (Definitions)**.

1.2 Interpretation

- 1.2.1 Headings and illustrations in this Agreement or its Annexes are for convenience only and have no effect in limiting or extending the meaning of the provisions to which they refer.
- 1.2.2 Unless the context requires otherwise:
- (a) Any provision in this Agreement requiring that a Party provides its consent or approval to a matter shall be read as including the requirement that such consent or approval shall be timely, and shall not be unreasonably withheld;
 - (b) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, as well as a natural person;
 - (c) Where this Agreement requires a matter to be agreed in writing, it may be agreed by an exchange of correspondence (including by email) between Authorised Persons, unless another form of documentation of such agreement is prescribed in the specific circumstances;
 - (d) A reference to time is to CET time.
 - (e) A reference to a day is to a calendar day;
 - (f) A reference to a date expressed in numbers is a reference to the date, month and year, expressed in that sequence.
- 1.2.3 This Agreement has been prepared in the English language and the English language shall govern its interpretation. Anything to be delivered or provided in writing by the Parties under the Agreement shall be in the English language, unless otherwise agreed in writing.

2. OBJECT OF THE AGREEMENT

2.1 The object of this Agreement is to:

- 2.1.1 Establish Thales' obligation to provide for the delivery to the Customer of:
- (a) The Core Services, as described in Article 5.1 and **Annex 4 (Price and Invoicing Schedule)**, including:
 - (i) the initial upgrade of the TopSky (NEOPTERYX) ATC System to the TopSky - ATC One Product, and associated support Services, during the Access Period; and
 - (ii) ongoing upgrades to the Product, and associated support Services, during the subsequent Operational Period;

- (b) The Optional Services described in **Annex 3.3 (Optional Services)**, selected by the Customer at any time during the Term; and
 - (c) The Additional Services (if any) described in **Annex 3.4 (Additional Services)**, that are specific to the Customer' requirements.
- 2.1.2 Establish Service Levels applicable to relevant Services;
 - 2.1.3 Establish a framework for future ordering by the Customer of Additional Services that are not included in the scope of the Core Services and are not offered as Optional Services;
 - 2.1.4 Provide a framework for the Customer to contribute and get visibility on the Product Roadmap according to Article 35;
 - 2.1.5 Provide terms and conditions governing the provision of Services by Thales to the Customer under this Agreement.

3. TERM

- 3.1 The Effective Date of this Agreement is the date of the date of publication of this Agreement in the register of contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of such contracts, and the register of contracts (the Act on the Register of Contracts), as amended.
- 3.2 The Term of this Agreement commences on the Effective Date and (unless terminated earlier in accordance with Article 19) continues for the duration of the Access Period and the Operational Period as set out in Articles 3.3 and 3.4.
- 3.3 The commencement date for the Access Period is the T0 as stated in **Annex 5 (Delivery Schedule)**). The Access Period is completed upon Completion of the Final Acceptance #1 SkyBridge Milestone according to the **Annex 5 (Delivery Schedule)**.
- 3.4 The Operational Period commences on the date of the Completion of the Final Acceptance #1 SkyBridge Milestone according to the **Annex 5 (Delivery Schedule)**. Unless this Agreement is terminated in accordance with Article 19 (or by mutual agreement) the Operational Period will continue until 31st December in the year following its commencement, and then automatically renew on an annual calendar year basis.

4. PRICE AND PAYMENT TERMS

4.1 Price

- 4.1.1 Subject to any changes made in accordance with Article 23, or as contemplated in Article 4.1.3, the Customer will pay the Prices for the Services set out in **Annex 4 (Price and Invoicing Schedule)** escalated, where applicable, in accordance with Article 2 of that Annex.
- 4.1.2 All Prices are expressed and payable in Euro.
- 4.1.3 The Access Fee and the Operational Fee may be adjusted only in accordance with this Agreement.

4.2 Terms of payment

- 4.2.1 Thales shall invoice according to the invoicing schedule set out in **Annex 4 (Price and Invoicing Schedule)** and/or any applicable Additional Service Order.
- 4.2.2 All invoices will be payable 30 (thirty) calendar days after receipt by the Customer.
- 4.2.3 In the event of non-payment by the due date, all outstanding sums which are not disputed by the Customer will bear interest of an annual rate equal to 1% (one percent) above the rate applied by the European Central Bank to its Main Refinancing Operations – Fixed Rate, as published on the European Central Bank website (https://www.ecb.europa.eu/stats/policy_and_exchange_rates/key_ecb_interest_rates/html/index.en.html), in force on the first calendar day of the month in which the due date falls. If the above calculation results in an overall negative interest rate, it shall be set at zero percent. The interest shall accrue daily calculated by reference to the annual rate.
- 4.2.4 Each invoice to the Customer has to bear the Customer's contract number, as per the heading of this Agreement, including all the invoice's attachments pursuant to this Agreement, especially **Annex 4 (Price and Invoicing Schedule)** and must be sent in written form and contain the information below, otherwise the invoice shall be returned to Thales or rejected, in which case the payment term of the invoice is discontinued and the full new payment term begins on the day of the delivery of a new, correct invoice in the correct manner. Thales shall submit invoices compliant with accounting principles.
- 4.2.5 The invoice must be sent to the address of the Customer as per the heading of this Agreement or from Thales' e-mail addresses LAS-GFC-INVOICE@thalesgroup.com or LAS-DF-GFC@thalesgroup.com to the Customer's e-mail address fakturace@ans.cz, or an email address communicated by the Party to the other Party by a Notice.

Each invoice shall bear:

- Customer's contract number
- Any applicable Additional or Optional Service Order number
- Thales' VAT Identification Number: FR13 319 159 877
- Customer's VAT Identification Number
- Thales' Bank account details for payment
- Thales will indicate on each invoice the split between CAPEX and OPEX, detailing the main deliverables corresponding to each category.
- Thales will identify on each invoice the on-shore portion that is subject to VAT applicable in Customer's country.

Invoices must be sent in written form to the address of the Customer, by e-mail or through Customer's e-invoice environment as the case may be:

- Air Navigation Services of the Czech Republic (ANS CR):
 - Address : Navigační 787, 252 61 Jeneč, Czech Republic
 - VAT Identification Number: CZ699004742
 - E-mail : fakturace@ans.cz

4.2.6 To guarantee the Advance Payment set out in the Annex 4, Thales shall furnish a bank guarantee ("Advance Payment Guarantee"), which shall be issued by a major international bank selected by Thales (in the form set forth in Attachment 3 of Annex 4), for an amount equivalent to the Advance Payment amount relating to the Access Fee not later than thirty (30) Days from the date of signature of the Agreement. This Advance Payment Guarantee shall enter into effect upon receipt of the Advance Payment by Thales on its bank account and Thales is obliged to ensure that the Advanced Payment Guarantee remains valid until the date of Completion of Final Acceptance Milestone in the Access Period. If the Advance Payment Guarantee is extended, Thales further commits to provide the Customer with written evidence of such extension at least 30 days before its original expiry date. The Advance Payment Guarantee shall be released upon signature by the Customer of the Final Acceptance milestone Certificate. The claim of the Advanced Payment Guarantee shall be independent of the application of Service Credits, Termination of this Agreement, or any other remedy under this Agreement.

4.3 Taxes

- 4.3.1 The Prices are calculated and expressed exclusive of existing or future taxes or other government charges imposed on the supply of goods or services, such as but not limited to customs duties, VAT, sales taxes or any other form of goods or services tax, which shall be borne by the Customer in addition to the Prices. Each Party shall bear their respective taxes and duties relevant for their tax domicile and tax law that applies. The Customer shall not be responsible for any of Thales' own tax obligations under the tax law in the country of the Customer.
- 4.3.2 VAT or sales taxes shall be applied in accordance to the tax laws of the country of the Customer and paid by the Customer. In the event the Customer is required in accordance with the tax regulations in its country to withhold or deduct taxes upon payment of the Price, Thales will receive the amount after the deduction, provided that such withholding or deduction of taxes complies with the applicable treaty for the avoidance of double taxation in force between the country of the Customer and France. Thales shall not bear any withholding or deduction of taxes inconsistent with this applicable treaty. In case of withholding or deduction of taxes compliant with this applicable treaty, the Customer shall provide Thales with a certificate evidencing the payment of the taxes to the tax authorities. In case the tax certificates are not provided to Thales, the Customer shall indemnify Thales for the amount withheld so as to ensure that Thales will receive the full contractual payment.
- 4.3.3 Subject to Article 4.3.1, any taxes, levies and duties prevailing and applicable in France shall be borne by Thales.

- 4.3.4 Thales shall provide the Customer with a Tax Certificate of Residency from the Tax Board of Thales' location as soon as possible after entry into force of the Agreement and shall keep it up to date during the validity of the Agreement.

5. PERFORMANCE AND DELIVERY

5.1 Core Services

5.1.1 The Core Services include the following Services, which will be delivered during the Access Period and Transition Phase, and are included in the Access Fee:

- (a) A licence for TopSky - ATC One under the terms set out in Article 15 (Intellectual Property Rights);
- (b) Delivery of the Initial Release (as described in **Annex 2 (Technical Description)**);

The Services as described in **Annex 3.1 (Scope of Services – Access Period)**, **Annex 6 (Test and Acceptance)** and **Annex 11 (Project Governance)**; and

- (c) Roadmap Services, being all the Services provided by Thales as part of the Roadmap Activities referred to in **Annex 8 (Roadmap Update Process)**.

5.1.2 The Core Services also includes the Services as described in **Annex 3.2 (Scope of Services – Operational Period)**, **Annex 6 (Test and Acceptance)**, **Annex 8 (Roadmap Update Process)** and **Annex 11 (Project Governance)**, which will be delivered from the commencement of the Operational Period, until the end of the Term, and are, together with the licence for TopSky – ATC One under the terms set out in Article 15 (Intellectual Property Rights), included in the Operational Fee.

5.1.3 The scope of Services included in the Core Services may be modified or supplemented during the Operational Period in accordance with Article 23.2.

5.2 Optional Services

5.2.1 To complement the Core Services, Thales offers the Optional Services described in **Annex 3.3 (Scope of Services - Optional Services)**. Thales will deliver:

- (a) The Optional Services (if any) selected (if any) by the Customer as at the Effective Date and identified in **Annex 4 (Price and Invoicing Schedule)**; and
- (b) The Optional Services selected by the Customer during the Term in accordance with Article 23.3.

5.3 Additional Services

5.3.1 Thales will provide:

- (a) The Additional Services ordered by the Customer at the Effective Date and identified in Attachment 1 to **Annex 4 (Price and Invoicing Schedule)** and described in **Annex 3.4 (Additional Services)**; and
- (b) Any future Additional Services ordered by the Customer under Article 6, in accordance with the terms of the Additional Service Order.

5.4 Delivery of Equipment

- 5.4.1 Unless otherwise agreed, if equipment is to be delivered to a Customer, it shall be made DAP (in accordance with Incoterms 2020 Edition) to the Customer's registered office. All provisions of the relevant Incoterm are deemed included in this Agreement, and risk and title pass upon delivery in accordance with that Incoterm.

5.5 Delivery of Software

- 5.5.1 Where software is to be delivered under this Agreement it shall be delivered to the Customer in executable form by electronic means, or otherwise as agreed.

5.6 Delivery of Services

- 5.6.1 In consideration for the payment of the Prices:
- (a) Thales shall deliver to the Customer the Core Services described in Article 5.1, the Optional Services (if any) described in Article 5.2, and the Additional Services (if any) described in Article 5.3, in compliance with this Agreement and its Annexes including, without limitation, in accordance with the warranties contained in Article 8.
 - (b) Thales shall deliver to the Customer all future Additional Services in accordance with the terms of the relevant Additional Service Order.
 - (c) Thales shall facilitate and manage the Roadmap Activities in accordance with **Annex 8 (Roadmap Update Process)**.

5.7 Committed Content and Delivery of Product Releases

- 5.7.1 When the Committed Content of each Product Release is finalised in accordance with the process referred to in the **Annex 8 (Roadmap Update Process)**, Thales will provide to the Customer the Committed Content Description setting out details of the Committed Content for the upcoming Product Release(s), and the dates for the Completion of the Factory Tests for the Product Release(s).
- 5.7.2 Subject to any modifications made in accordance with Article 23.223.2, upon delivery of the Committed Content Description to the Customer in accordance with Article 5.7.1, then the Committed Content Description shall be deemed to be incorporated into this Agreement in accordance with Article 23.5.1.
- 5.7.3 Subject to Article 8.3.2, following the delivery of the Committed Content Description of the Product Release intended for deployment (periodicity defined in Article 5.7.6) the Customer must notify Thales in writing within one (1) month whether it will Deploy the Product Release. If the Customer does intend to Deploy the Product Release, this Notice must describe the purpose and extent of the Deployment. This notice must also detail all the Product Capabilities mandatory for the Deployment. If the Customer fails to notify Thales that it will Deploy the Product Release in accordance with this Article, Thales will have no obligations to the Customer under Article 8.2.1 with respect to that Product Release.
- 5.7.4 After Notice by the Customer in accordance with Article 5.7.3 that the Customer will Deploy a Product Release, Thales will prepare and agree with the Customer

the content of a document (**Statement of Work**) based on the template included as Attachment 1 to **Annex 5 (Delivery Schedule)** that details the scope and schedule for preparation of the Customer Release and Deployment activities on the Customer sites (including Milestone dates) relating to that Release. Following such agreement, Thales will formally deliver to the Customer the Statement of Work.

5.7.5 Thales will deliver the Customer Release in accordance with the agreed Statement of Work.

5.7.6 Under the Core Services the Customer is entitled to Deploy one Product Release every two (2) years of the Operational Period.

6. ADDITIONAL SERVICE ORDERS

6.1 During the Term, the Customer may place orders (**Additional Service Orders**) for additional Customer-specific requirements (which are not included in the Core Services or the Optional Services) (**Additional Services**). The process for ordering Additional Services is set out in **Annex 9 (Ordering of Additional Services)**.

6.2 Upon agreement of an Additional Services Order, its summary details shall be recorded in Attachment 1 to **Annex 4 (Price and Invoicing Schedule)** in accordance with Article 23.423.4.

7. ACCEPTANCE AND MILESTONE COMPLETION

7.1 **Annex 6 (Test and Acceptance)** sets out the criteria for Completion of Milestones subject to the following provisions of this Article 7. Completion of each such Milestone occurs when the criteria have been met in accordance with **Annex 6 (Test and Acceptance)**.

7.2 Where, in accordance with **Annex 6 (Test and Acceptance)**, a representative of the Customer is required to accept or approve any tests or records of discussion prior to Completion of a Milestone they must do so within the time specified in **Annex 6 (Test and Acceptance)** for the respective Milestone or provide reasons for rejection within that time (**Response Period**).

7.3 If the Customer fails to comply with Article 7.2 within the Response Period, the relevant Milestone shall be deemed to have been accepted by the Customer upon the expiration of the Response Period.

7.4 The Customer may agree that a Milestone can be considered Completed notwithstanding that minor deficiencies in meeting the criteria for acceptance or Completion remain to be remedied. In such case Thales will undertake to remedy the deficiencies, where required by the Customer.

7.5 Where part of the Committed Content is omitted from a Product Release in accordance with Article 8.2, such omission shall not be a ground for rejection of the Product Release.

8. WARRANTIES

8.1 General warranties

8.1.1 Thales represents and warrants that:

- (a) the Services will be performed in a proper and workmanlike manner, in compliance with generally accepted professional standards of care, with the

- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

8.3 [REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

Agreement, a Party must comply with all applicable site safety and security requirements, including any safety or security directions provided by the other Party.

11. FORCE MAJEURE

- 11.1 In this Article a Force Majeure Event means unexpected and unavoidable event beyond the reasonable control of a Party and that the Party could not reasonably have been expected to take into account, avoid or overcome and that delays or prevents the performance of that Party's obligations under this Agreement including but not limited to governmental decision (e.g. delay or failure to issue, or restriction, cancellation, suspension, non-renewal or withdrawal of any license, permit or authorization), war declared or not, international sanctions, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, outbreak and spreading of any pandemic, disturbance in supplies from normally available sources (including but not limited to freight, materials, electricity, water, fuel and the like), strike and lockout.(excluding strikes and industrial action involving the workforce of the other Party or of any of its subcontractor) Force Majeure is an event which occurred after the conclusion of this Agreement through no fault of the obligated Party, including gross negligence or wilful misconduct of the obligated Party or its Subcontractor or any third party operating on their behalf, including their workers.
- 11.2 Neither Party shall be liable to the other for delay or failure to perform its obligations due to a Force Majeure Event.
- 11.3 Written notice of a Force Majeure Event shall be given by the affected Party to the other Party, and the time schedule for all affected obligations will be automatically extended by at least the number of days necessary to overcome the cause of the delay. The performance of the affected part of this Agreement shall be resumed as soon as practicable after the effect of the Force Majeure Event has been overcome.
- 11.4 Where a Force Majeure Event prevents performance of a Party's obligations under this Agreement during the Operational Period, the Customer or Thales may suspend the execution of this Agreement by sending a Notice. The obligations of both Parties under this Agreement will be suspended for the Force Majeure Event duration. When a Party deems the Force Majeure Event to be over, it shall send a Notice to the other Party and the Parties shall determine the date when the performance of the Agreement will be resumed. If the Agreement is suspended for a period exceeding six (6) months, the Customer or Thales may terminate this Agreement in whole or in part by Notice, with immediate effect. Termination will not affect payments already received by Thales or due by the Customer for the obligations already performed. In addition, and subject to reasonable substantiation of its costs by Thales, the Customer will pay Thales or Thales will deduct from the prepayments, the following:
- 11.4.1 completed work-in-progress, and
 - 11.4.2 liabilities incurred to Third Parties,
 - 11.4.3 up to the date of termination (or with respect to third parties, as a result of the termination), the costs of which are not included in payments already received or due, and
 - 11.4.4 any unavoidable costs incurred by Thales in demobilising its personnel and other resources.

If after deduction there is a remaining amount from the prepayment, it will be returned to the Customer.

This Article 11.4 shall survive the termination of this Agreement for such time as is required in order to give it full effect.

12. EXCUSABLE DELAY

12.1 Without prejudice to any other relief from non-performance or delays of its obligations as may be permitted under the terms of this Agreement or by operation of law, Thales shall not be liable for any delay or interruption in the performance of, or failure to perform its obligations caused by:

12.1.1 a breach or delay by the Customer, or by any third party under the responsibility of the Customer, in the performance of an obligation under this Agreement (including, but not limited to, the obligations to provide the Customer Input);

12.1.2 defective Customer Input, or defects or failures in equipment or services provided by Third Parties on behalf of Customer;

12.1.3 instructions from the Customer, or acts or omissions of Customer or its personnel or contractors;

(collectively a “Relief Event”).

12.2 The time schedule for all affected obligations will be automatically extended by at least the number of days necessary to overcome any such cause of the delay described in Article 12.1.

12.3 Without limiting any other rights Thales has under this Agreement or at law, in respect of the act or omission causing such delay triggered by Relief Event described in Article 12.1.1 - 12.1.3, the Customer shall compensate Thales for any extra costs, subject to reasonable substantiation of such costs, incurred by Thales as a result of such delay, to the extent its or their acts or omissions contributed to such delay.

13. REMEDIES FOR LATE DELIVERY AND SERVICE LEVEL BREACHES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. NOTICES

14.1 Any notice, demand, consent or other communication (a **Notice**) given or made to a Party under this Agreement:

14.1.1 must be in English, in writing and signed by a person duly authorised by the sender;

14.1.2 must be delivered to the recipient by hand or by prepaid post (or if posted to an address in another country, by registered mail) or by email to the email address below or address last notified by the recipient to the sender:

to the Customer:

Air Navigation Services of the Czech Republic
Director General Jan Klas
Navigační 787
252 61 Jeneč, Czech Republic
Email: topsky-one@ans.cz

to Thales:

[REDACTED]
Thales LAS France SAS
3 Avenue Charles Lindbergh
94628 Rungis
France
Email: [REDACTED]

14.2 A Notice shall be deemed to have been duly given:

- 14.2.1 if posted, seven (7) working days after the date of posting (if posted to an address in the same country) or fourteen (14) days after the date of posting (if posted to an address in another country); and
- 14.2.2 if emailed, the time that the Notice enters an information system which is under the control of the recipient; but if that time is later than 5pm, or if it is not a working day, in the place the Notice is sent, then it will be deemed to have been given at 9am on the next working day in that place.

14.3 If a Notice is delivered in person, the person receiving the Notice shall confirm the reception in writing.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Ownership; general rules

- 15.1.1 Nothing in this Agreement affects the ownership of Background IP or Third Party IP.
- 15.1.2 All Intellectual Property Rights in the Product and Services, including all Deliverables, and all material developed, created or made available by Thales or its subcontractors to the Customer under this Agreement will be the sole and exclusive property of Thales or the subcontractor, as the case may be (**Contract Material**).
- 15.1.3 Subject to Article 15.2.4 and unless otherwise agreed in writing, all modifications to the Contract Material (including modifications that may be made by the Customer individually or jointly with Thales and/or other Product Users) shall remain the property of Thales or its subcontractor. This stipulation is not detrimental to Article 15.1.4.
- 15.1.4 All Customer Input, and other material made available by a Customer to Thales for the purpose of performing its obligations under this Agreement, and all data produced as a result of use by a Customer of the Product/Services shall remain the sole and exclusive property of the relevant Customer or its subcontractor (**Customer Material**).
- 15.1.5 All modifications to Customer Material (including modifications that may be made by Thales alone, or jointly with the Customer) shall remain the property of the relevant Customer or its subcontractor. This stipulation is not detrimental to Article 15.1.2.
- 15.1.6 For the avoidance of doubt, any Third Party function (not supplied by Thales) which:
 - (a) may be interfaced with, or connected to, the Customer's version of the Product by or on behalf of the Customer in accordance with Article 15.5; or
 - (b) if agreed by the Parties, replaces a function supplied by Thales or is connected to the Product otherwise than in accordance with Article 15.5,

- (c) remains the property of the Customer or its Third Party supplier, and does not form part of the Product for the purposes of this Agreement.

15.1.7 Nothing in this Article 15 shall be construed as granting the Customer, by implication, or otherwise, any licence or right to use or otherwise deal with Contract Material, or with any other Intellectual Property Rights of Thales, other than those expressly granted in this Agreement.

15.2 Licence to the Customer

15.2.1 Access Period Rights

During the Access Period and, in case of ANS CR, also during the Transition Phase, Thales grants to the Customer (or in the case of Third Party IP, subject to Article 15.3, will procure the grant of) the personal, non-exclusive, non-transferable and non-assignable right to use the Contract Material for the purposes of performing its obligations under this Agreement, testing and training, and preparing for the deployment of the Product in its Designated Airspace (**Access Purposes**). Such rights consist of:

- (a) the right to use and copy Deliverable Documents and to use the other Deliverables strictly for the Access Purposes, including, training for the personnel of the Ministry of Defence of the Customer, Armed Forces of the Customer, and among SkyBridge Members;
- (b) the right to make a copy of the executable version of the Initial Release;
- (c) subject to Article 15.4 and Article 17, the right to provide Third Party contractors with access to such Contract Material as is necessary in order for them to perform their obligations to the Customer, strictly for the Access Purposes;
- (d) but do not include the right to modify the Contract Material, perform any act of reverse engineering, or use any part of the Deliverables for the purpose of competitive analysis or public disclosure.

15.2.2 Operational Period Rights

Subject to Article 15.2.5 and with effect from (i) the date of commencement of the Operational Period or (ii) the payment of all payment milestones due at the date of commencement of the Operational Period, whichever comes last, Thales grants to the Customer (or in the case of Third Party IP, subject to Article 15.3, will procure the grant of) a personal, non-exclusive, perpetual and irrevocable, royalty free, non-transferable and non-assignable right, which Thales is not entitled to terminate, unless explicitly specified in this Agreement or imposed by a court or arbitral tribunal, to use the Contract Material for the purposes of:

- (a) performing its rights and obligations under this Agreement;
- (b) Deploying Product Releases;
- (c) the configuration and operation of the Product and related Deliverables for the purposes of providing the services;
- (d) the provision of Core Air Navigation Services in its Designated Airspace; and

- (e) all types of training internally, including for the personnel of the Ministry of Defence of the Customer, Armed Forces of the Customer, SkyBridge Members and providing training by the SkyBridge Members or their affiliate companies even to trainees from Third Parties participating in ATCO or ATSEP training.

(Operational Purposes).

15.2.3 The rights granted under Article 15.2.2 consist of:

- (a) the right to use and copy Deliverable Documents strictly for the Operational Purposes;
- (b) the right to make a back-up copy of the executable versions of the Customer Releases;
- (c) the right to use the Product and Deliverables and (subject to Article 15.5 to interface Third Party functionality with the Product, strictly for the Operational Purposes;
- (d) subject to Article 15.4 (Third Party access to Contract Material) the right to provide Third Party contractors with access to such Contract Material as is necessary in order for them to perform their obligations to the Customer, strictly for the Operational Purposes;
- (e) but do not include the right to modify the Contract Material, perform any act of reverse engineering, or use any part of the Deliverables for the purpose of competitive analysis or public disclosure;
- (f) at any time during the Term or any time thereafter, The Customer is entitled to grant a sub-license to the Ministry of Defence of the Customer and Armed Forces of the Customer to the full extent of the Customer's then-current rights granted to the Customer according to the Article 15 and without any additional costs or fees on the side of the Customer for the sub-license itself. For avoidance of doubt, deployment of such sub-license(s) may require provision of an appropriate Additional Service.

15.2.4 No Modification Rights

For the avoidance of doubt, nothing in this Article 15 shall be construed as granting the Customer, by implication or otherwise, any licence or right to modify any Contract Material. However, in certain circumstances upon written request from the Customer, Thales may provide consent in writing for the Customer to modify specific items of Contract Material for particular purposes.

15.2.5 A breach by the Customer of the limitations of the Customer's rights in Article 15.2 shall be considered a material breach for the purposes of Article 19.4.

15.2.6 If the Customer commits a material breach of this Agreement resulting in the termination of that Customer's participation in this Agreement under Article 19.4 prior to the earliest Termination Date that would have been permitted under Article 19.1.1, Thales may also terminate the licence granted under this Article 15.2 to the Customer, by written notice to the Customer, to take effect on or after the Termination Date as defined in Article 19.4.2.

15.3 Third Party IP

- 15.3.1 In the event that Thales is not able to procure the rights to be granted under Article 15.2 from the owners of any Third Party IP in the Product or Deliverables, it will pass on to the Customer such licences that are available from the relevant Third Party in the necessary extent to be sufficient to enable the Customer to operate, maintain, and support the affected Product and/or Deliverables for the Access Purposes and/or the Operational Purposes, as the case may be. Thales will notify the Customer of the terms of such Third Party Licences. The Customer will be responsible for compliance with such terms, and for payment of any ongoing licence fees after termination of the Customer's participation in this Agreement.

15.4 Third Party access to Contract Material

- 15.4.1 The rights granted to the Customer under Article 15.2 do not include the right to sub-license or disclose any Contract Material to Third Parties, except to the extent and for the purposes **(Permitted Purposes)** set out in Articles 15.2.1(c), and Articles 15.2.3(d) and 15.2.3(e) provided that:
- (a) where such Contract Material includes Confidential Information the provisions of Article 17.2.2 will apply, and the Customer shall seek the prior written consent of Thales if required to do so under Article 17.2.2; and
 - (b) the Customer will ensure that the Third Party uses the Contract Material only for the Permitted Purposes.
- 15.4.2 Notwithstanding anything else contained in this Article 15, the Customer shall have the right to sub-license the rights granted to it under this Article to any legal entity under the sole ownership and control of the Customer, but only for so long as such ownership and control subsists.

15.5 Third Party Interfaces

- 15.5.1 External Interfaces
Thales specifies interface requirements that enable external Third Party functionalities to be connected to the Product. The Third Party functionality must comply with those requirements.
- 15.5.2 Placeholder Interfaces
The Product includes specific "placeholders" for replacing certain components of the Product with Third Party functionalities. **Annex 3.1.4.1 (Configuration during the Access Period)** includes a general description of a placeholder, and a list of specific placeholders that are included in the Product version to be delivered during the Access Period. Thales specifies the interface requirements that must be followed where placeholders exist to enable such interfaces. The Third Party functionality must comply with those requirements.
- 15.5.3 If the Customer wishes to interface Third Party functionality with the Product while it is a Party to this Agreement, the Customer may request Thales to perform integration activities for Third Party functionalities as Additional Services,

provided that in specific circumstances stipulated by Thales, integration of Third Party functionality may be included as part of the Core Services.

- 15.5.4 Except as otherwise agreed or specified by Thales in respect of future versions of the Product, the Customer shall not interface Third Party functionality with the Product without Thales support while it is a Party to this Agreement.
- 15.5.5 After termination of this Agreement, the Customer may perform such integration activities if the Third Party functionality complies with the specified interfaces, and the integration does not require modification of the Product.

15.6 Data

- 15.6.1 All data generated in the day to day operation of the Product or adapted, collected, analysed, stored by the Customer through the use of the Product by the Customer (except for information relating to the technical functionality of the Product and related Deliverables) shall be the sole and exclusive property of the Customer (**Customer Data**). For the avoidance of doubt, Customer Data shall be treated by Thales as Confidential Information of the Customer.
- 15.6.2 The Customer grants to Thales the royalty free right to use such Customer Data to the extent required by Thales for the purposes of performing its obligations under this Agreement.
- 15.6.3 Thales shall not use, disclose or provide Customer Data to a Third Party without the prior written approval of the Customer, except in accordance with Article 17.2.

16. INFRINGEMENT

- 16.1 Thales shall hold harmless and indemnify the Customer against any and all damages attributable to Thales and costs awarded against the Customer for infringement of any patent, copyright, or any registered design or registered trademark in the country in which the Services are provided to the Customer for use, and resulting from the use by or on behalf of the Customer of the Product or Deliverables.
- 16.2 This indemnity shall not apply to any infringement which is due to:
 - 16.2.1 the association, modification, adaptation or combination of the Services with any other software, article, apparatus or device without Thales' approval; or
 - 16.2.2 Services based on with designs supplied by the Customer without Thales' approval or
 - 16.2.3 modification or reworking of the Product and Services without Thales prior written consent, or other than in accordance with Thales' instructions; or
 - 16.2.4 unauthorised use of the Product and Services, including: use for purposes or in an environment different from that contemplated by this Agreement; use by unauthorised Third Parties; or use otherwise than in accordance with the licences granted in Article 15.

- 16.3 This indemnity is conditional upon the Customer:
- 16.3.1 giving prompt written notice to Thales of any claim (or potential claim) for infringement;
 - 16.3.2 refraining from making any admission to, or any arrangement or settlement with, the Third Party claimant without prior written approval of Thales; and
 - 16.3.3 permit Thales (at its request and expense) to conduct and/or settle on its behalf all negotiations and litigation resulting from any such claims; and providing Thales all reasonable assistance with such negotiations or litigation.
- 16.4 Should a court or an arbitrator determine that there has been an infringement of the intellectual property rights of a Third Party in circumstances where this indemnity applies, or should Thales consider that the Product and/or Services might give rise to a claim or suit for infringement, or a claim by a Third Party arising in connection with intellectual property in the Product results in a temporary injunction affecting the use of the Product or any part or component thereof by the Customer, then Thales will choose one of the following solutions at its own expense:
- 16.4.1 to obtain the right for the Customer to continue the use of the infringing Product and/or Services without any change in scope; or
 - 16.4.2 to substitute equivalent items for the infringing Product and/or Services provided that the scope thereof remains unchanged; or
 - 16.4.3 to modify the infringing Product and/or Services so as to eliminate the infringement provided that the scope remains unchanged.
- 16.5 The indemnity and remedies set out in Articles 16.1 to 16.4 shall be the Customer's sole remedies against Thales with respect to any claim relating to patent, copyright, design and trademark infringement.
- 16.6 The Customer warrants that use by Thales of any designs, instructions, equipment, data, information or other material provided by it to Thales by or on behalf of the Customer for the purposes of this Agreement ("**Customer Input**") will not infringe any Third Party patent, registered design, trademark or copyright.
- 16.7 The Customer shall hold harmless and indemnify Thales against any and all liabilities, damages and costs suffered or incurred by Thales for infringement of any Third Party patent, copyright, design or trademark resulting from:
- 16.7.1 a breach of the warranty contained in Article 16.6; or
 - 16.7.2 any breach by the Customer of the licences contained in Article 15.
- 16.8 **Thales will:**
- 16.8.1 give prompt written notice to the Customer of any claim (or potential claim) for infringement related to the indemnity contained in Article 16.7;
 - 16.8.2 refrain from making any admission to, or any arrangement or settlement with, the Third Party claimant without prior written approval of the Customer.

17. CONFIDENTIALITY

17.1 For the purposes of this Agreement, “**Confidential Information**” means:

- 17.1.1 all technical, commercial and other data, information, knowhow and trade secrets created by a Party or relating to the Intellectual Property, business affairs or personnel of a Party (or an entity related to a Party) that is disclosed to the other Party for the purposes of this Agreement, which is provided on a confidential basis, or is, by its nature, confidential,
- 17.1.2 and includes, without limitation, this Agreement and its Annexes and all software, documentation, data or other information created (including jointly by the Parties) or delivered under this Agreement,
- 17.1.3 but does not include information which the receiving Party can prove:
 - (a) at the time of the disclosure is in the public domain or generally known in industry;
 - (b) after disclosure becomes part of the public domain otherwise than as a result of any breach or neglect or wrongful act of that Party or any of its employees, contractors or agents to whom the disclosure was made;
 - (c) was already lawfully in the possession of that Party at the time of disclosure (with full right to disclose) and was not acquired directly or indirectly from the disclosing Party;
 - (d) was independently developed by that Party without access to, or use of, the Confidential Information; or
 - (e) is lawfully received from a Third Party, provided that it was not acquired directly or indirectly by that third party from a Party to this Agreement.

17.2 A Party in receipt of Confidential Information undertakes:

- 17.2.1 to use such Confidential Information only for the purpose of performing its obligations or exercising its rights under this Agreement;
- 17.2.2 not without the prior written consent of the other Party to disclose such Confidential Information to any person except to:
 - (a) those of its employees, officers, agents and contractors who need to know for the purposes of performing its obligations under this Agreement, provided that if the Customer proposes to disclose Thales Confidential Information to an agent or contractor:
 - (i) who is or may be a competitor, or associated with a competitor, of Thales in the provision of ATM technology or services; or
 - (ii) if such disclosure may otherwise generate a conflict of interest for that person,

the Customer shall request the consent of Thales to such disclosure. Thales may withhold its consent, or provide its consent subject to such conditions as it deems necessary to protect its Confidential Information; and

- (b) its insurers, auditors, accountants, lawyers and other professional advisors who need to know for the purposes of providing their professional services to that Party,

provided each such person is informed, prior to disclosure, of the confidential nature of the information and that they owe a duty to the disclosing Party to keep such Confidential Information confidential and use it solely for the purpose for which it was provided. The receiving Party will ensure compliance by each such person with these obligations.

- 17.2.3 Notwithstanding Article 17.2, the Customer agrees that for tendering purposes Thales may mention the Customer as a reference and disclose some basic information such as the existence and general scope of this Agreement, and the broad magnitude of the Price. Disclosure of such information will be made only after prior written approval of the Customer.

17.3 A Party shall not be in breach of Article 17.2 in circumstances where:

- 17.3.1 it is legally compelled to disclose another Party's Confidential Information provided that it shall give the other Party as much prior notice as is practicable of any order or application being made to compel such disclosure; or

17.4 Without limiting either Party's rights in respect of a breach of this Article 17 (Confidentiality), a Party shall:

- 17.4.1 promptly notify the other Party as soon as it becomes aware of any attempted or actual unauthorized possession, use or knowledge, of the other Party's Confidential Information by any person or entity ("**Confidentiality Incident**");
- 17.4.2 promptly furnish to the other Party full details of the Confidentiality Incident, and assist the other Party in investigating or preventing its recurrence; and
- 17.4.3 promptly take all steps necessary to prevent a recurrence of the Confidentiality Incident or any similar incident.

17.5 Notwithstanding the above, the Parties are allowed to exchange technical information with:

- 17.5.1 the members of TopSky - ATC Partners, in the frame of the activities described in the TopSky - ATC Partners Charter.
- 17.5.2 The Ministry of Defence and Armed Forces
- 17.5.3 Supervisory authority

17.6 The Parties acknowledge that the Agreement shall be published in the registry of contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of such contracts, and the register of contracts (the Act on the Register of Contracts),

as amended, except personal data, technical specification, and detailed price breakdown, and such is not a breach of the obligation of the Parties pursuant to this Article 17.

18. LIABILITIES AND LIMITATIONS ON LIABILITY

18.1 Liability

- 18.1.1 Subject to Article 18.1.2 and the limitation of liability in Article 18.2, Thales shall indemnify the Customer for all direct loss, damage and injury suffered or incurred by the Customer as a result of any failure by Thales to properly perform its obligations under this Agreement, whether caused by breach of contract, defective Services (including Deliverables), or negligent acts or omissions.
- 18.1.2 To the extent permitted by the law of this Agreement, Thales will not be liable to the Customer for any special or punitive damages, or any indirect, incidental or consequential losses whatsoever, whether arising out of breach of contract, negligence or otherwise.
- 18.1.3 Thales shall not be liable for any loss or damage caused by defects or failures of equipment, networks or services provided by, or by any acts or omissions of, the Customer or Third Parties acting on behalf of Customer.
- 18.1.4 The Customer shall indemnify Thales in full against any and all claims from any Third Party to the extent the damage is caused by:
 - (a) the use by or on behalf of the Customer of the supplies otherwise than for the purpose for which they have been provided; or
 - (b) misuse or abuse of the Product and / or Deliverables by or on behalf of the Customer, or a failure to maintain the Product and / or Deliverables in accordance with the manufacturer’s instructions.
- 18.1.5 Thales may claim from the Customer any loss or damage incurred by it as a result of any act or omission of the Customer or any Third Party acting on its behalf. Being understood that to the extent permitted by the law of this Agreement, the Customer will not be liable to Thales for any special or punitive damages, or any indirect, incidental or consequential losses whatsoever whether arising out of breach of contract, negligence or otherwise. This right is in addition to its rights to be compensated for any delay costs caused by Customer acts or omissions under Article 12.3, if the act or omission results in a delay in the performance of this Agreement.

18.2 Liability cap

- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

19. TERMINATION

19.1 Termination for convenience by the Customer

19.1.1 Entire Agreement:

The Customer may terminate this Agreement during the Operational Period by giving Thales at least twelve (12) months written notice to take effect no earlier than sixty (60) months after the commencement of the Operational Period (the Termination Date).

19.1.2 Termination of this Agreement under Article 19.1 means termination of delivery of all Services under this Agreement, including under all Additional Service Orders, from the Termination Date.

19.1.3 Termination under Article 19.1 will not affect payments due to Thales for the obligations performed under this Agreement prior to the Termination Date, and Article 19.1.7 will apply to payments due in respect of the consequential termination of Additional Service Orders.

19.1.4 Entire Agreement:

Both Parties acknowledge that termination of the Agreement for convenience is not possible within the Access period.

19.1.5 Optional Services:

The Customer may terminate Optional Services selected in accordance with Article 23.3.

19.1.6 Additional Service Orders

The Customer may terminate an Additional Service Order for convenience prior to the termination of this Agreement in accordance with the specific terms of the Additional Service Order, where such terms permit that Additional Service Order to be so terminated.

19.1.7 Unless expressly excluded by the terms of the Additional Service Order, where an Additional Service Order is terminated as contemplated by Article 19.1.6 or as a consequence of termination of this Agreement under Article 19.1.1 then:

- (a) Following the service of the Notice of termination Thales and the Customer, if appropriate having regard to the subject matter of the Additional Service Order, enter into good faith negotiations to agree upon a plan for winding down of the Additional Services prior to the Termination Date (**a Demobilisation Plan**); and

(b) In addition to payment for all obligations already completed Thales will be entitled, subject to reasonable substantiation, to claim a termination payment for:

(1) work-in-progress performed in accordance with this Agreement and (where applicable) in accordance with any agreed Demobilisation Plan, and

(2) unavoidable liabilities incurred to Third Parties under the Additional Service Order up to the Termination Date (and with respect to Third Parties, as a result of the termination), the costs of which are not included in payments already received or due.

This Article 19.1.7 shall survive the termination of this Agreement for such time as is required in order to give it full effect.

19.2 Termination due to legal proceedings

19.2.1 In the event that:

(a) a Third Party or the European Commission brings a complaint or legal proceedings against the Customer or its home state alleging that entering into this Agreement (or placing an order for any Optional Services or Additional Services) constitutes a breach of the European Procurement Rules; and

(b) the case is accepted by the relevant court or regulatory body for further investigation;

then the Customer shall be entitled to withdraw from this Agreement or terminate any Services that are subject of such allegations by giving Thales not less than thirty (30) days prior written notice.

19.2.2 Termination in part or in full under Article 19.2.1 will not affect payments already received by Thales or due by the Customer for the obligations already performed. In addition, and subject to reasonable substantiation of its costs by Thales, the Customer will pay Thales for the following:

(a) completed work-in-progress, and liabilities incurred to Third Parties,

(b) up to the date of termination (or with respect to Third Parties, as a result of the termination), the costs of which are not included in payments already received or due, and any unavoidable costs incurred by Thales in demobilising its personnel and other resources.

This Article 19.2.2 shall survive the termination of this Agreement for such time as is required in order to give it full effect.

19.3 Discontinuation of the Product

19.3.1 Thales may decide to discontinue Offering Core Services by giving not less than three (3) years written Notice to the Customer, to take effect no earlier than five (5) years from the commencement of the Operational Period.

19.3.2 The Product discontinuation would not lead to the termination of the Agreement, but to a revision of the Agreement provided that the Parties agree on revisiting the scope while keeping the following principles:

- (a) The revised scope shall ensure the corrective and evolutive maintenance of the Product;
 - (b) The revised scope shall maintain the service delivery model of the Agreement, based on a regular delivery of Customer Releases (incl. both corrective & evolutive maintenance) and associated services enabling the Customer Releases to be set into operations;
 - (c) The specific business model of the Agreement, based on a subscription-based pricing model shall be maintained.
- 19.3.3 The Parties agree that revision of the Agreement shall relate to the following terms:
- (a) The Roadmap Update Process as described in Annex 8 would be terminated and replaced by a bilateral roadmap governance process between the Customer and Thales, driven by the Customer and based on a bespoke model;
 - (b) Thales will stop the development of the Product Releases;
 - (c) Thales will deliver Customer Releases every two (2) years, unless otherwise agreed, specified as per the roadmap governance process between SkyBridge and Thales;
 - (d) The scope of the Services will be revised and agreed;
 - (e) The prices related to Services will be revised and agreed.
- 19.3.4 The Parties will renegotiate the above terms of the Agreement in good faith and the negotiations will be concluded through an amendment to the Agreement signed by both Parties. In the event the Parties fail to agree on the revision by the date specified in Article 19.3.1, the Agreement will be deemed terminated.

19.4 Termination by Thales for Material Breach by the Customer

- 19.4.1 Where the Customer commits a Material Breach of this Agreement, or any Additional Service Order, **including any breach of payment obligations**, Thales may serve written notice on the Customer (**Warning Notice**) that it intends to terminate this Agreement (or the Additional Service Order as the case may be), if the breach is not remedied within three (3) months (the Warning Period).
- 19.4.2 If the breach is not remedied within the Warning Period (or such longer period as Thales may, in its discretion, allow), Thales may terminate this Agreement (or the Additional Service Order, if the breach relates only to such order) by notice in writing to the Customer (**Termination Notice**). Upon receipt by the Customer of the Termination Notice under this Article 19.4.2, this Agreement (or the relevant Additional Service Order) shall terminate with immediate effect (**Termination Date**).
- 19.4.3 Where a Termination Notice has been served under Article 19.4.2, the delivery of all Services to the Customer under this Agreement, including the Optional Services and the services delivered under all Additional Service Orders, shall cease with effect from the Termination Date.

19.4.4 Material Breach not capable of being remedied:

If a Material Breach by the Customer is not capable of being remedied, Thales may issue a Warning Notice in accordance with Article 19.4.1. In such case, Thales may (at its option) agree with the Customer:

- (a) to accept an offer of compensation for the breach; and/or
- (b) to accept assurances in respect of measures taken by the Customer to ensure such breach is not repeated.

19.4.5 If Thales elects to accept such offer and/or assurances it shall issue written confirmation to the Customer, at which time the Material Breach will be deemed to have been remedied.

19.5 Termination by the Customer for Material Breach by Thales

19.5.1 Where Thales commits a Material Breach of this Agreement, or any Additional Service Order, the Customer may serve written notice to Thales (**Warning Notice**) that it intends to terminate this Agreement (or the Additional Service Order, if the breach relates only to such order) if the breach is not remedied, or steps are not taken to remedy the breach or a plan to remedy the breach has not been proposed within three (3) months of the Warning Notice or such longer period as the Customer may allow (the **Warning Period**).

19.5.2 If Thales does not remedy, or demonstrate that it has taken steps to remedy, or propose a plan to remedy, the breach within the Warning Period, the Customer may terminate this Agreement (or the Additional Service Order, if the breach relates only to such order) by notice in writing to Thales (**Termination Notice**). Upon receipt by Thales of a Termination Notice under this Article 19.5.2, this Agreement (or the relevant Additional Service Order) shall terminate with immediate effect (**Termination Date**).

19.5.3 If a Material Breach by Thales is not capable of being remedied, the Customer may issue a Warning Notice under Article 19.5.1. In such case, the Customer may (at its option) agree with Thales during the Warning Period:

- (a) to accept an offer of compensation for the breach; and/or
- (b) to accept assurances in respect of measures taken by Thales to ensure such breach is not repeated.

If the Customer elects to accept such offer and/or assurances it shall issue written confirmation to Thales, at which time the Material Breach will be deemed to have been remedied.

19.5.4 Notwithstanding the provisions of Articles 19.5.1 to 19.5.3, the Customer shall be entitled to terminate this Agreement with immediate effect by Notice to Thales if:

- (a) a Significant Change of Control occurs over Thales, or over the assets used by Thales to perform its obligations under this Agreement, whereby "Significant Change of Control" shall be assessed in accordance with Article 3 of Council Regulation (EC) No 139/2004 of 20 January on the control of concentrations between undertakings (the EC Merger Regulation), and as a result of such

change the controlling entity of Thales becomes a company having its registered office outside the European Union, the European Economic Area or NATO, or whose ultimate beneficial owner is an individual or entity with domicile, residence or nationality outside the European Union, the European Economic Area or NATO;

- (b) Thales transfers its registered seat outside the European Union, the European Economic Area or NATO;
- (c) Thales experiences a “Significant Incident” within the meaning of Article 23(3) of Directive (EU) 2022/2555 of the European Parliament and of the Council on measures for a high common level of cybersecurity across the Union (NIS 2 Directive) further specified by the Commission Implementing Regulation (EU) 2024/2690 of 17 October 2024 laying down rules for the application of Directive (EU) 2022/2555 as regards technical and methodological requirements of cybersecurity risk-management measures and further specification of the cases in which an incident is considered to be significant, and Thales fails to notify the Customer of such incident without undue delay.

19.5.5 Upon Termination of this Agreement under Article 19.5.2 and 19.5.4 delivery of all Services, including under all Additional Service Orders, shall cease with effect from the Termination Date.

19.6 Material breach

- 19.6.1 Notwithstanding anything else contained in this Article 19, if a defaulting Party is served with a Warning Notice under this Article alleging Material Breach, and that Party claims that the breach is not material, the defaulting Party may issue a dispute notice to the other Party (Dispute Notice) prior to the expiration of the Warning Period. If the dispute cannot be amicably resolved by the Parties prior to the end of the Warning Period, the defaulting Party may, prior to the end of the Warning Period, refer the dispute for resolution in accordance with Article 22.2.
- 19.6.2 Where a Party refers a dispute for resolution in accordance with Article 19.6.1, the relevant Warning Period shall be suspended until resolution of the dispute and each Party shall continue to perform its obligations under this Agreement during that time.
- 19.6.3 **For the avoidance of doubt**, each of the following is a Material Breach by the breaching Party:
 - (a) a delay in payment of any Prices or other amounts as they become due in accordance with Annex 4 longer than thirty (30) days, if unremedied within fifteen (15) days from a written Notice of the other Party.;
 - (b) a breach of Thales’ representations and warranties under Articles 8.1 (b), (c), (d), or (g);
 - (c) a breach of Thales’ obligations under Article 34.4.2;
 - (d) during Access Period achieving any KPI no better than in Performance Band D or, if the particular KPI has not Performance D defined, worse than the worst

defined Performance Band for such KPI, all according to Annex 13, during the nine (9) months after each Milestone;

- (e) during Operational Period achieving any KPI no better than in Performance Band D or, if the particular KPI has not Performance D defined, worse than the worst defined Performance Band for such KPI, all according to Annex 13 during three (3) consecutive Review Periods;
- (f) breach of certification pursuant to Commission Delegated Regulation (EU) 2023/1768 of 14 July 2023 laying down detailed rules for the certification and declaration of air traffic management/air navigation services systems and air traffic management/air navigation services constituents.

20. INSURANCE

- 20.1 Each Party shall, at all times during the Term of this Agreement, maintain all insurance coverage that is usually maintained by entities conducting similar activities and/or that may be required by applicable law.
- 20.2 **The provisions of this Article shall not be construed as limiting the liability of either Party for the payment of damages to persons or property resulting from their activities or the activities of one of its employees or other person(s) for which that Party is responsible.**

21. APPLICABLE LAW

- 21.1 This Agreement shall be governed by and shall be interpreted in accordance with Belgian law, excluding its conflict of law provisions.

22. DISPUTE RESOLUTION

- 22.1 The Parties will act in good faith to amicably resolve any issues relating to the performance of their obligations under this Agreement by following the escalation process set out in **Annex 11 (Project Governance)**.
- 22.2 If a Party (the claimant):
- (a) has followed the applicable governance processes in accordance with this Agreement, or
 - (b) has made good faith efforts to resolve any issue to which the governance processes in this Agreement do not apply,
 - (c) and the issue in dispute is unable to be resolved amicably, the claimant may serve a formal written notice on the other Party under this Article 22 (**Dispute Notice**) detailing the matter in dispute, the basis for its claim, and the outcome it seeks.
- 22.3 All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance or termination of this Agreement, which the Parties are unable to

resolve amicably within sixty (60) days from service of a Dispute Notice on a Party, shall be referred for resolution in accordance with Article 22.4.

- 22.4 In the event of any dispute arising out of or in connection with the Agreement, the Parties shall first refer the dispute to proceedings under the ICC Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any Party from commencing arbitration in accordance with the following sub-clause below. If the dispute has not been settled within sixty (60) days following the filing of a request for mediation, or within such other period as the Parties may agree in writing, the dispute shall be referred for arbitration under the Rules of Arbitration of the ICC by three arbitrators appointed in accordance with the said rules. The place of arbitration shall be Paris (France) and the proceedings shall be conducted in the English language. The Expedited Procedure Provisions shall not apply. The decision of the arbitrators shall be final and binding on both Parties. The arbitration proceedings and the final decision shall be confidential. In addition to the authority conferred upon the arbitral tribunal by the Rules of Arbitration, the arbitral tribunal shall have the authority to order production of documents in accordance with the IBA Rules on the Taking of Evidence in International Arbitration.
- 22.5 Notwithstanding this Article 22, either Party may apply to the ICC according to Article 22.4 or a national court for urgent injunctive relief in respect of any matter under dispute.

23. CHANGES

23.1 General Contract Variations

- 23.1.1 Subject to the specific cases set out in the Sub-Articles below, no change, alteration, modification or addition to this Agreement, or to an Additional Service Order (subject to the terms of the Additional Service Order), shall be valid unless it is done in writing and properly executed by the Parties.

23.2 Changes to Core Services

- 23.2.1 Core Services
Core Services are common Services offered to all Product Users who are using the Core Services (Plan Members). Changes to such Core Services under this Agreement may only be made in accordance with the provisions below.
- 23.2.2 Evolutions to the Core Services proposed by Customer
The Customer may propose evolutions of the existing Core Services and/or new ones. The evolutions and/or additions to the Core Services shall be agreed on and implemented according to the process described in **Annex 8 (Roadmap Update Process)**.
- 23.2.3 Additions to the Core Services and Committed Content proposed by Thales
Thales may at any time include extra Services in the Core Services and/or include additional items in the Committed Content for a Product Release by giving written Notice to that effect to the Customer, to take effect on the date set out in the Notice. No Price change shall apply for such extra Services or content. If, at the date of the Notice, the same Services are already included in the scope of this Agreement as Optional Services previously selected by the Customer, the Price for such Optional Services will cease to be payable by that Customer.

- 23.2.4 When Thales makes an election under Article 23.2.3, it shall provide the Customer with an updated version of **Annex 3 (Scope of Services)** either with, or following, the Notice referred to in Article 23.2.3. This Agreement shall be deemed to be varied by incorporation of the updated **Annex 3 (Scope of Services)**, with effect from the date stated in that Notice.
- 23.2.5 Exceptional Changes to Core Services and Committed Content
In exceptional circumstances, after prior consultation with all impacted Product Users, Thales may determine it is necessary or prudent to modify the Core Services (temporarily or otherwise) and/or modify the Committed Content for a Product Release (**Exceptional Changes**). The circumstances in which Exceptional Changes may be made (in addition to Force Majeure Events that prevent the performance of Services) are expected to be circumstances that impact on all Product Users, such as a critical event having a serious negative impact on the volume of global aviation.
- 23.2.6 If the Exceptional Change is required due to a Force Majeure Event that impacts on the delivery of the Core Services and/or the Committed Content, Thales will aim to adjust the scope of the Committed Content and/or the Core Services for the relevant period to enable unaffected obligations to continue to be performed.
- 23.2.7 Following a determination under Article 23.2.5 to modify the Core Services, Thales will deliver to the Customer a Notice including a revised version of **Annex 3 (Scope of Services)**. The Notice (Notice of Change of Core Services) will include the effective date of the change. If the modification is intended to be temporary, the Notice of Change of Core Services will also include a mechanism for determining the period for which it will be operative (for example a review date, an expiration date or other criteria for reversal of the change). Upon receipt by the Customer of the Notice of Change of Core Services, this Agreement shall be deemed varied by incorporation of the updated **Annex 3 (Scope of Services)**, to take effect and remain in effect for the period specified in the Notice.
- 23.2.8 If the Exceptional Change is required, after prior consultation with all impacted Product Users, Thales may determine that the Committed Content is to be modified by substituting Roadmap Items (with or without changes to the Prices), or by modifying Roadmap Items or deferring Roadmap Items to a subsequent Product Release.
- 23.2.9 Following a determination under Article 23.2.3 or 23.2.5 to modify Committed Content, Thales will deliver to the Customer a Notice (Notice of Change of Committed Content) including a revised version of the relevant Committed Content Description(s). Upon receipt by the Customer of the Notice of Change of Committed Content, this Agreement shall be deemed varied by incorporation of the revised Committed Content Description(s).
- 23.2.10 If an adjustment of the Prices is justified as a result of any changes determined under this Article 23.2, the Parties will negotiate such adjustment in good faith (including the period for which the adjustment applies). If, after following the escalation process set out in **Annex 11 (Project Governance)**, agreement

cannot be reached, either Party may refer the matter for resolution under Article 22.

- 23.2.11 When the price adjustment has been agreed, Thales will deliver a Notice to the Customer (Notice of Price Adjustment) including an updated **Annex 4 (Price and Invoicing Schedule)** and specifying the period for which the price adjustment applies. Upon its receipt by the Customer, this Agreement shall be deemed varied by incorporation of the updated **Annex 4 (Price and Invoicing Schedule)**, to take effect and remain in effect for the period specified in the Notice of Price Adjustment. For the avoidance of doubt, if the price adjustment has not been agreed prior to the effective dates of the corresponding changes, the price adjustment may have retrospective effect. Thales will provide credits to the Customer for any amounts that may have been overpaid prior to the determination of the price adjustment.

23.3 Optional Services

23.3.1 Selection by the Customer

The Customer may add Selected Optional Services to the scope of this Agreement at the Prices set out in **Annex 4 (Price and Invoicing Schedule)** by giving at least three (3) months written Notice to Thales.

23.3.2 Removal by the Customer

The Customer may remove any Selected Continuing Optional Services from the scope of Services to be provided to it under this Agreement by giving Notice in writing to Thales as follows:

- (a) not less than twelve (12) months Notice during the Access Period; and
- (b) not less than six (6) months Notice during the Operational Period,

From the effective date of termination specified in the Notice, Thales shall cease delivery of such Optional Service to the Customer and the Customer shall have no further obligation to pay for the terminated Optional Service (other than for Services partially performed prior to the termination date).

23.3.3 Change process for selection or removal by the Customer

When the Customer gives Notice under Articles 23.3.1 or 23.3.2, this Agreement shall be deemed varied to include the relevant changes. Following receipt of such Notice, Thales shall promptly issue to the Customer an updated version of Attachment 1 to **Annex 4 (Price and Invoicing Schedule)**, as confirmation of such change(s), at which time this Agreement will be deemed to be amended to include the revised Attachment 1.

23.3.4 New Optional Services

Thales may offer new Optional Services by Notice in writing to the Customer providing updated versions of **Annex 3 (Scope of Services)** and **Annex 4 (Price and Invoicing Schedule)** including:

- (a) the details of the new Optional Services in the format set out in **Annex 3.3 (Scope of Services – Optional Services)**; and

- (b) the Prices and summary details of the new Optional Services in the format set out in Article 1.3 of **Annex 4 (Price and Invoicing Schedule)**
- (c) at which time **Annex 3 (Scope of Services)** and **Annex 4 (Price and Invoicing Schedule)** will be deemed to be amended to include the details of the new Optional Services, and the Customer may select such Optional Services in accordance with Article 23.3.1.

23.3.5 Modification by Thales of Continuing Optional Services

Thales may modify the scope of, substitute, or remove any Continuing Optional Services by giving not less than twelve (12) months prior written Notice to the Customer (or such shorter notice as may be agreed by the Parties). Such Notice shall include an updated version of **Annex 3 (Scope of Services)** and (if relevant) **Annex 4 (Price and Invoicing Schedule)** including:

- (a) the details of the changes to the Continuing Optional Services in the format set out in **Annex 3.3 (Scope of Services - Optional Services)**; and
- (b) any changes to be agreed required to the Prices and summary details of the Continuing Optional Services in Article 1.3 of **Annex 4 (Price and Invoicing Schedule)**.

23.3.6 Subject to Article 23.3.7, this Agreement will be deemed to be amended accordingly from the effective date of the Notice.

23.3.7 Where Thales gives Notice under Article 23.3.5 that a Selected Continuing Optional Service is to be modified or substituted, and the Customer does not wish to continue receiving the modified or substituted Optional Service, then the Customer may terminate the relevant Selected Optional Service by giving Notice in writing to Thales within two (2) months of receipt of the Notice from Thales under Article 23.3.5, such termination to take effect on the effective date of the change set out in the Thales Notice, notwithstanding that Article 23.3.2(a), might otherwise require a longer period of notice for removal of Selected Optional Services. The Customer may terminate the Selected Continuing Optional Service earlier under Article 23.3.2(b) where applicable.

23.3.8 Modification by Thales of Unique Optional Services

Subject to Article 23.3.9, Thales may modify the scope of, substitute or remove any Unique Optional Services (as per **Annex 4 (Price and Invoicing Schedule)**) by giving not less than thirty (30) days prior written Notice to the Customer (or such shorter notice as may be agreed by the Parties). Such Notice shall include an updated version of **Annex 3 (Scope of Services)** and (if relevant) **Annex 4 (Price and Invoicing Schedule)** including:

- (a) the details of the changes to the Unique Optional Services in the format set out in **Annex 3.3 (Scope of Services – Optional Services)**; and
- (b) any changes to be agreed required to the Prices and summary details of the Unique Optional Services in Article 1.3 of **Annex 4 (Price and Invoicing Schedule)**.

This Agreement will be deemed to be amended accordingly from the effective date of the Notice.

- 23.3.9 Article 23.3.8 does not change the obligations of the Parties with respect to Selected Unique Optional Services. Such Services will be delivered by Thales, and payment shall be made by the Customer, in accordance with the terms applicable at the date of their selection by the Customer.

23.4 Details of Additional Service Orders

- 23.4.1 Upon agreement of a new Additional Services Order in accordance with Annex 9 (Ordering Additional Services), Thales shall promptly issue to the Customer an updated version of Attachment 1 to **Annex 4 (Price and Invoicing Schedule)**, including summary details of the Additional Service Order in the format set out in that Attachment, at which time this Agreement will be deemed to be amended to include the revised Attachment 1.

23.5 Product Release Updates

- 23.5.1 When the conditions set out in Article 5.7.2 in relation to the Committed Content of a Product Release have been met, this Agreement shall automatically be varied by the incorporation of the Committed Content Description.
- 23.5.2 When the agreed Statement of Work for a Product Release has been formally delivered to the Customer as set out in Article 5.7.5, this Agreement shall automatically be varied by the incorporation of the Statement of Work.

24. LEGACY AGREEMENTS

- 24.1 Unless otherwise agreed by the Parties, all previous orders and agreements for services and deliverables agreed between the Parties under previous agreements, shall be governed by the respective previous agreements.
- 24.2 At the latest at the commencement of the Operational Period, the Parties shall negotiate the termination of previous agreements, including the effective dates of such terminations.

25. DOCUMENTATION

- 25.1 Thales shall deliver the Deliverable Documents to the Customer in accordance with **Annex 10 (Documentation)**.

26. EXPORT CONTROL

- 26.1 The Parties must comply with all export control regulations applicable to the Services (**Applicable Regulations**).
- 26.2 Thales warrants that it will provide complete and accurate information related to the export control classification of the Services.
- 26.3 To the extent that the Services are subject to Applicable Regulations requiring export licences:
- 26.3.1 The Customer hereby undertakes not to sell, lend, deliver or disclose to any third party, under any conditions whatsoever (including by electronic means), with or without compensation, temporarily or permanently, all or part of such Services,

including related documentation, operating manuals and other, without the prior written agreement of Thales and (where required under the Applicable Regulations) the relevant government authority having jurisdiction over the export of the relevant supplies; and

- 26.3.2 The Customer shall provide the End-User Certificate as per the model required by the French Government, or such other End-User Certificate (or similar) as may be required under the Applicable Regulations of the relevant country, and will not use or deal with Services in any manner inconsistent with such certificates.
- 26.4 If an export license relating to any part of the Services is subsequently refused, cancelled, withdrawn or modified, this shall be considered a Force Majeure Event, and the Parties shall negotiate in good faith to modify the scope of the Services.

27. PERSONAL DATA PROTECTION

- 27.1 In the context of this Agreement, as soon as either Party carries out any Processing of the other Party's Concerned Personal Data, the Parties shall conduct such Processing, each as a Data Controller, only for the following purposes: (i) with respect to Thales, to provide the Services, to invoice the Customer, and to manage the contractual relationship and, (ii) with respect to the Customer, to pay Thales, to receive the Services, and to manage the contractual relationship.
- 27.2 As such, each Party undertakes to comply with the Applicable Data Protection Legislation and to provide to each of the relevant Data Subjects the GDPR information notice in order to comply with Article 14 of the GDPR. The GDPR information notice is attached to this Agreement as **Annex 12 (GDPR Information Notice)**.

28. ETHICS

- 28.1 The Parties shall always act in accordance with all applicable national and European laws and regulations relating to the prevention of risks of corruption and influence peddling.
- 28.2 Whether directly or through Third Parties, the Parties shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable decision.
- 28.3 The Parties shall not solicit or accept for themselves any offer, promise, gift or advantage of any kind, to make illegitimate use of their influence for the purpose of making or obtaining any favourable decision.
- 28.4 The Parties declare to have implemented a compliance program that meets the requirements of the applicable national and foreign laws and regulations referred to in Article 28.1.

29. PROJECT GOVERNANCE

- 29.1 The Parties shall manage their relationship under this Agreement and the performance of the Services in a constructive, pragmatic, solution-oriented and collaborative manner in accordance with **Annex 11 (Project Governance)**.
- 29.2 The Parties will conduct themselves in accordance with the provisions of **Annex 11 (Project Governance)** and ensure appropriately qualified and empowered personnel are assigned and

available to perform their respective governance functions as set out in **Annex 11 (Project Governance)**.

30. REPORTING

30.1 Thales shall provide reporting for the Services in accordance with the requirements set out in the Annexes.

31. SECURITY

31.1 A security management system shall be implemented by the Parties with the objectives of:

- 31.1.1 Ensuring the secure operation of the Product through the ongoing monitoring and identification of potential security vulnerabilities;
- 31.1.2 Ensuring that the Customer is compliant with all legal obligations pertaining to the secure operation of an ATM system;
- 31.1.3 Ensuring that all security engineering activities are performed in accordance with the **System Security Project Plan** (the "**SSecPP**") referred to in Article 31.6; and
- 31.1.4 Ensuring that all data related to the project, commercial aspects, intellectual property, export control, vulnerabilities, security design and functions are classified and protected by Thales and the Customer.

31.2 All definitions standards used in the security domain for the Product will be as stated in the ISO 2700x series of international information security standards and NIST Framework, including SP 800-53 (U.S. National Institute of Standards and Technology Special Publication 800-53 on Security and Privacy Controls for Information Systems and Organizations).

31.3 The Customer is responsible for:

- 31.2.1 The steering, execution and outcomes of the security management system as it applies to the Customer's environment;
- 31.2.2 As an operator of critical national infrastructure, evaluating and assessing the cybersecurity threats and risks of its ATC systems;
- 31.2.3 Informing Thales about Security Incidents that arise during the Operational Life of the Product, including the establishment of an alerting mechanism and periodic reporting; and
- 31.2.4 Informing Thales whenever a vulnerability or Security Incident is identified in its installed version of the Product.

- 31.3 If the national security framework of the Customer requires accreditation of the security management system, the Customer is responsible for specifying the relevant security requirements to Thales. Thales will comply therewith.
- 31.4 The Parties agree to jointly monitor the evolution of applicable security regulations, laws and standards and ensure such information is considered in the Roadmap Update Process.
- 31.5 Thales and the Customer shall each appoint a Security Manager.
- 31.6 The management of security requirements will require implementation of a dedicated security engineering and organisational process applicable to this Agreement, including data classification and protection. These activities shall be formalised by Thales in a System Security Project Plan (SSecPP). The SSecPP shall be reviewed and agreed with the Customer. The SSecPP shall be updated as required and in agreement with both Parties.
 - 31.6.1 Thales shall apply security engineering activities, as described in the SSecPP for all developments of the Product.
 - 31.6.2 The SSecPP will be delivered by Thales as a document at project management level that will apply for all Product Releases.
 - 31.6.3 The SSecPP will take into account the Eurocontrol ATM cybersecurity maturity model for aspects that are relevant to service delivery management.

32. SAFETY ASSESSMENT

- 32.1 Thales shall implement a process to be referred to as the **Safety Management Process** (“SMP”) for the delivery of Services to the Customer.
- 32.2 The Thales Safety Management Process shall consist of a systematic approach to managing safety assessment, including the necessary organisational structures, accountabilities, policies, and procedures used by Thales to deliver Product to the Customer.
- 32.3 Thales shall define all activities and required interfaces of the Safety Management Process which affect both parties in a **System Safety Project Plan** (the “SSPP”).
- 32.4 The objectives of the Safety Management Process established by Thales shall be:
 - 32.4.1 To support the Customer to demonstrate that the Product is reasonably safe by the application of the Safety Management Process as defined in the System Safety Project Plan;
 - 32.4.2 To give to the Customer justified confidence that risks associated with Product Releases have been mitigated to an acceptable risk level; and
 - 32.4.3 The provision of evidence to support the safety management assertions in time with the planned deliverables.
- 32.5 The Safety Management Process shall focus on and be driven by:
 - 32.5.1 The needs of the Customer to fulfil their regulatory obligations, and
 - 32.5.2 The sustained maintenance of safety of the Product.
- 32.6 The Safety Management Process shall be based on public, up-to-date and commonly used standards, specifications, guidelines and regulatory documents as stated in Basic Regulation

(EU) 2018/1139 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and Implementing Regulation (EU) 2017/373 laying down common requirements for providers of air traffic management/air navigation services and other air traffic management network functions and their oversight, as amended from time to time. The evolution of the applied Safety baseline (standards, specifications, guidelines and regulatory documents) shall be jointly monitored by the Customer and Thales.

33. QUALITY

- 33.1 Thales has established a **Quality Management System** (the "QMS"), certified by a certification body, meeting the requirements of ISO 9001:2015 "Quality Management Systems-Requirements", at the Effective Date. Thales QMS is a single set of management processes that defines how Thales works: its rules, practices and methods of operating to satisfy its Customer.
- 33.2 Thales shall:
- 33.2.1 maintain its QMS in the frame of a continuous improvement strategy;
 - 33.2.2 inform the Customer of any changes regarding the certification status affecting the Product during the Term of the Agreement;
 - 33.2.3 implement the QMS for the whole life cycle of the Product, from design, development, Deployment and support phases;
 - 33.2.4 document and maintain a Quality Assurance Plan, to describe all activities performed by its quality representative to ensure appropriate application of the Thales implemented QMS on the Product deliverables.
- 33.3 The software assurance process, as part of the Thales implemented QMS for the Product, shall comply with the requirements set out in EUROCAE ED-109A (Software Integrity Assurance Considerations for Communication, Navigation, Surveillance and Air Traffic Management (CNS/ATM) Systems, published by European Organization for Civil Aviation Equipment).

34. MISCELLANEOUS

34.1 Order of Precedence

- 34.1.1 In the event of any inconsistency or ambiguity between any documents which form part of this Agreement, the following order of precedence shall be applied in order to resolve such inconsistency or ambiguity:
 - (a) the terms and conditions (Articles) of this Agreement;
 - (b) **Annex 1 (Definitions);**
 - (c) **Annex 3 (Scope of Services);**
 - (d) In respect of the Initial Release to be delivered in the Access Period, **Annex 2 (Technical Description);** and
 - (e) the remainder of the Annexes.
- 34.1.2 In addition to the documents listed in the Article 34.1.1 the Customer and Thales have entered into a separate Agreement namely **TopSky ATC One Upgrade and Service multilateral Agreement** aiming to rule the collective Procurement

of the Product Upgrade and Services. This Agreement shall be interpreted together with the **TopSky ATC One Upgrade and Service multilateral Agreement** entered into by the Parties together with this Agreement.

- 34.1.3 The terms of any Additional Service Orders placed in accordance with Article 6 shall take precedence over the terms of this Agreement to the extent of any inconsistencies.

34.2 Entire Agreement

- 34.2.1 Subject to Article 24, this Agreement (including its Annexes) contains the entire agreement between the Parties on the subject matter and supersedes all prior discussions, understanding or agreements implied, oral or written, of any nature whatsoever relating to the same subject matter, provided that any Non-Disclosure Agreement entered into between the Parties prior to, and in anticipation of, the execution of this Agreement shall continue to apply to any confidential information disclosed thereunder before the Effective Date.

34.3 Partial Invalidity

- 34.3.1 If any part of this Agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of this Agreement shall not be affected and this Agreement shall be read as if that part had been deleted.

34.4 Assignment and Subcontracting

- 34.4.1 A Party may not assign or novate any of its benefits, rights and remedies and/or transfer any of its obligations under the Agreement to any other third Party without the prior written consent of the other Party.
- 34.4.2 Thales may at any time appoint subcontractors to fulfil part of its obligations under this Agreement. Thales is obliged to inform the Customer about the appointing of the subcontractor without undue delay. The Customer may raise objection that should be documented and reasoned and the objection should be discussed and amicably resolved by the Parties. Thales is fully responsible and liable for its subcontractors. Thales shall ensure that all subcontractors comply with all applicable laws, regulations, and contractual obligations, including (without limitation) those relating to anti-bribery, anti-corruption, data protection, trade controls, and economic sanctions. In particular, Thales shall not, and shall ensure that its subcontractors do not, directly or indirectly engage or cooperate with any individual, entity, or country that is (i) subject to trade, export, or financial sanctions imposed by the national law of the Customer, the European Union, or any other competent authority with jurisdiction over Thales of the Customer or its activities; or (ii) located, incorporated, or resident in any country or territory subject to comprehensive sanctions. Any breach of this clause shall be deemed a Material Breach.
- 34.4.3 Where the Customer wishes to use contractors or work with any Third Parties in circumstances where those contractors or Third Parties would need access to, and/or a sublicense to use, Thales Intellectual Property or Confidential

Information in order to perform their work, the provisions of Article 15 (Intellectual Property Rights) and Article 17 (Confidentiality) respectively will apply to any such sublicensing or disclosure.

34.5 Legal Successors

- 34.5.1 This Agreement is binding on each of the Parties' successors and permitted assigns.

34.6 Survival

- 34.6.1 Articles 15, 16 and 18 shall survive the Termination or expiration of this Agreement to the extent permitted by the applicable law. Article 17 shall remain in force for ten (10) years after termination. Other provisions shall remain in force as necessary to give effect to the enforcement of a Party's rights which have accrued up to the date of termination, or as expressly provided in this Agreement.

34.7 No Partnerships

- 34.7.1 This Agreement shall not constitute or be deemed to constitute any partnership or any other formal business organization or legal entity between the Parties or between the Parties and other Product Users. Each Party shall act as an independent contractor and not as the agent of the other.

34.8 No waiver

- 34.8.1 The fact that one of the Parties does not claim a breach by the other Party of any of the obligations referred to in the Agreement shall not be construed as a waiver of the obligation in question.

35. ROADMAP UPDATE PROCESS

- 35.1 Thales will deliver the Product Roadmap in accordance with **Annex 8 (Roadmap Update Process)**.

Thales will comply with its obligations and the Customer may contribute as described under **Annex 8 (Roadmap Update Process)** to the Product Roadmap.

36. TOPSKY- ATC PARTNERS COMMUNITY

36.1 Community

36.1.1 TAP Membership

- (a) The TopSky – ATC Partners Community (TAP) has been established in order to foster exchange and collaboration. Membership of the TAP consists of Thales and all subscribing Product Users, each subscribing Product User member having the status of TopSky – ATC Partner.
- (b) The Customer:
- (i) automatically becomes a member of the TAP on the Effective Date of this Agreement; and

- (ii) ceases to be a member of the TAP on the Termination or expiration of this Agreement.
- (c) The objectives and principles governing the activities of the TAP, including its contribution to the Roadmap Update Cycle, are set out in the TopSky - ATC Partners Charter, a copy of which has been provided to the Customer prior to the signature of this Agreement.
- (d) Thales may amend the TopSky - ATC Partners Charter from time to time after prior consultation with TopSky – ATC Partners.
- (e) When participating in activities of the TAP, each Party will conduct itself in accordance with the TopSky - ATC Partners Charter.

36.2 General Assemblies

- 36.2.1 All members of the TAP are invited to participate at least twice a year to a general assembly, organized by Thales, called the TopSky – ATC Partners Forums (“TAP Forums”).
- 36.2.2 The TAP Forum will be conducted in accordance with the TopSky - ATC Partners Charter.

LIST OF ANNEXES

- Annex 1 Definitions
- Annex 2 Technical Description
- Annex 3 Scope of Services
- Annex 4 Price and Invoicing Schedule
- Annex 5 Delivery Schedule
- Annex 6 Test and Acceptance
- Annex 7 Customer Input
- Annex 8 Roadmap Update Process
- Annex 9 Ordering of Additional Services
- Annex 10 Documentation
- Annex 11 Project Governance
- Annex 12 GDPR Information Notice
- Annex 13 Performance Management Framework

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives. If the Agreement is to be signed electronically, it has to be signed by a qualified electronic signature within the meaning specified in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, or its equivalent.

**Air Navigation Services of the Czech Thales LAS France SAS
Republic**

.....
.....

.....

Date:

Date:

Annex 1
Definitions

Annex 1

Definitions

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
0.1	2023-05-15	R: n/a C: n/a	Initial version
0.2	2024-01-26	R: n/a C: n/a	Updated version
0.3	2025-12-15		Updated version

TABLE OF CONTENTS

1.	Introduction	2
2.	General Principles.....	2
3.	List of acronyms	3
4.	List of defined terms	6

Annex 1

Definitions

1. INTRODUCTION

- 1.1 The purpose of this Annex is to define the capitalised terms and acronyms used in
- a) the terms and conditions (Articles) of the Agreement (also referred to as the main body); and/or
 - b) the Annexes to the Agreement,
 - c) unless otherwise defined therein.

2. GENERAL PRINCIPLES

- 2.1 For the ease of reading, terms may be also defined in the relevant Article(s) of the main body, or the relevant Article(s) of a particular Annex or Attachment to the Annex. In case of conflict between a definition of the same term:
- 2.1.1 in the main body and in this Annex 1, the definition in the main body shall prevail;
 - 2.1.2 in a particular Annex and in this Annex 1, the definition in this Annex 1 shall prevail.
 - 2.1.3 In all other cases of conflict between definitions, the definitions in this Annex 1 shall prevail.
- 2.2 A reference to an Article in this Annex is a reference to an Article of the Agreement, unless otherwise specified.
- 2.3 As the context requires, in this Agreement:
- a) The singular includes the plural, and vice versa.
 - b) Reference to a gender includes all genders.
 - c) If a word is defined, its other grammatical forms have a corresponding meaning.
 - d) A reference to a Party includes its permitted assigns or successors.
 - e) A reference to this Agreement or any Annex or related document is a reference to this Agreement, Annex or document as amended, supplemented, novated or replaced in accordance with the terms of this Agreement, or of the relevant document, as the case may be.
 - f) The meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions.
 - g) Any reference to specific laws or regulations is a reference to the relevant laws or regulations as amended from time to time.

Annex 1 Definitions

3. LIST OF ACRONYMS

3.1 Unless the context otherwise requires, the following acronyms shall have the following meanings:

Acronym	Meaning
ADSB	Automatic dependent surveillance-broadcast
AFAR	Access Fee At Risk
AGATE	Air and Ground surveillance Analysis Tools suite
ANS	Air Navigation Services
ANSP	Air Navigation Service Provider
APS	Adjusted Performance Score
ARTAS	ATM Surveillance Tracker and Server
ASTERIX	All purpose STructured Eurocontrol suRveillance Information eXchange
ATC	Air Traffic Control
ATCO	Air Traffic Controller
ATM	Air Traffic Management
ATP	Acceptance Test Plan
ATSEP	Air Traffic Safety Electronic Personnel
BIOS	Basic Input/Output System
CATMOC	Common Air Traffic Management Operational Concept
CC	Committed Content
CCB	Change Control Board
CDRL	Contractual Deliverables Requirement List
CERT	Computer Emergency Response Team
CERT-IST	Computer Emergency Response Team - Industrie, Services, Tertiaire
CET	Central European Time
CIA	Confidentiality, Integrity, Availability
CISO	Corporate Information Security Officer
CNS	Communication, Navigation, Surveillance
COTS	Commercial Off-The-Shelf
CP1	Commission Implementing Regulation (EU) 2021/116 on the establishment of the Common Project One
CPU	Central Processing Unit
CRRT	Cyber Rapid Response Team
CSOC	CyberSecurity Operation Center
CVSS	Common Vulnerability Scoring System
DAP	Delivered at Place
DDP	Delivery Duty Paid
DMP	Data Management Plan
DOI	Domain Of Interest
EAR	Erection All Risk
EASA	European Union Aviation Safety Agency
ED	EUROCAE Document
EEA	European Economic Area

Annex 1

Definitions

Acronym	Meaning
ESASSP	Eurocontrol Specification for ATM Surveillance System Performance
EU	European Union
EUR	EURO
EUROCAE	EUROpean Organization for Civil Aviation Equipment
FAR	Fee At Risk
FDP	Flight Data Processing
FIR	Flight Information Region
FOC	Filled Operational Checklists
FT	Factory Tests
GDPR	General Data Protection Regulation
HDD	Hardware Design Document
HMI	Human Machine Interface
HW	Hardware
IBA	International Bar Association
ICAO	International Civil Aviation Organization
ICC	International Chamber of Commerce
ICD	Interface Control Document
ID	Identifier
IP	Intellectual Property
IPR	Intellectual Property Rights
ISO	International Organization for Standardization
IT	Information Technology
IVVQ	Integration, Verification, Validation and Qualification
KPA	Key Performance Area
KPI	Key Performance Indicator
KVM	Kernel-based Virtual Machine
LOS	List Of Supplies
LTCD	Long Term Conflict Detection
LTP	Lower Threshold Performance
MSAW	Minimum Safe Altitude Warning
MSTS	Multi Sensor Tracking System
MTCD	Medium Term Conflict Detection
NATO	North Atlantic Treaty Organization
NDA	Non-Disclosure Agreement
NIST	National Institute of Standards and Technology
NOK	Not OK
NT	Not Tested
NVD	US Government National Vulnerability Database
OD	Operative Date
OFAR	Operational Fee At Risk
OFL	Offline segment
ONL	Operational segment
OS	Operating System

Annex 1 **Definitions**

Acronym	Meaning
OoS	Out of Scope
OSS	Open Source Software
PAP	Performance Assessment Process
PCR	Problem Change Request
PIP	Performance Implementation Period
PMF	Performance Management Framework
QMS	Quality Management System
QoS	Quality of Service
ROD	Record of Discussion
R&T	Research and Technology
SAR	Site Acceptance Review
SAT	Site Acceptance Test
SDR	System Design Review
SecMP	Security Program Management Plan
SIL	Safety Issue Log
SIEM	Security Information and Event Management
SMM	System Maintenance Manual
SMP	Safety Management Process
SMS	Safety Management System
SOAR	Security Orchestration, Automation and Response
SoW	Statement of Work
SPP	Safety Program Plan
SSDD	System/Segment Design Document
STCA	Short-Term Conflict Alert
SW	Software
SWIM	System Wide Information Management
T0	Effective Date
TAP	TopSky ATC Partners
TCD	Tactical Conflict Detection
TMA	Terminal Manoeuvre Area
TRG	Training segment
TST	Test segment
T-TK	TopSky Tracker
UEFI	Unified Extensible Firmware Interface
UTP	Upper Threshold Performance
VAT	Valued Added Tax
WAM	Wide Area Multilateralation

Annex 1 **Definitions**

4. LIST OF DEFINED TERMS

4.1 The following words and expressions, whether used in the singular or plural form (as the context may require), shall have the following meaning:

Term	Definition
Acceptance Criteria	Where a Milestone is subject to acceptance, the set of conditions set out in Annex 6 (Test and Acceptance) which must be met in order for a Milestone to be accepted.
Acceptance Process	The process described in Annex 6 (Test and Acceptance) which enables the formal acceptance by the Customer of a Milestone, where such acceptance is required.
Access Period	The period from T0 to Final Acceptance #1 SkyBridge according to the Annex 5.
Access Purposes	The purposes for which the intellectual property licence is granted during the Access Period for the use of the Contract Material to the Customer, as listed in Article 15.2.1 of the Agreement.
Access Fee	The price payable by the Customer for the Core Services provided during the Access Period in accordance with Article 1.1 of Annex 4 (Price and Invoicing Schedule).
Access Fee At Risk (AFAR)	Has the meaning as set out in Annex 13 (Performance Management Framework).
Additional Service Order	Any order for Additional Services placed by the Customer during the Term in accordance with Article 6 of the Agreement.
Additional Services	<p>Additional Customer-specific requirements (which are not included in the Core Services or the Optional Services) which are either:</p> <ul style="list-style-type: none">• described in Annex 3.4 (Additional Services at Contract Signature); or• the subject of Additional Service Orders. <p>Additional Services may be Continuing Additional Services or Unique Additional Services.</p>
Adjusted Performance Score (APS)	Has the meaning as set out in Annex 13 (Performance Management Framework).
Advanced Payment Guarantee	Has the meaning as set out in Article 4.2.6 of the Agreement.

Annex 1 **Definitions**

Term	Definition
Agreement	This TopSky - ATC One Upgrade and Service Agreement.
Alert	A warning that indicates an emergency situation.
Annex	Means any schedule (annex) attached to the Agreement.
Applicable Data Protection Legislation	Means any statutory regulation of the European Union and/or its member states, including, without being limited to, acts, directives and regulations, for the protection of Personal Data, in particular Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR)
Applicable Regulations	Has the meaning defined in Article 26.1 of the Agreement.
Article	Means a listed provision in the Agreement or its Annexes.
Assessment Team	A team which manages and executes activities related to the Visibility Points in accordance with Annex 3.1.1 (Product release and visibility points).
ATM Services	Air traffic management services that the Product enables the Customer to provide to its end customers, aggregating air and ground based functions to ensure safe and efficient movement of civil and military air traffic, and includes air traffic services, airspace management and air traffic flow management.
Attachment	Means any additional documentation attached to an Annex.
Award Fee	Has the meaning as set out in Annex 13 (Performance Management Framework).
Background IP	Intellectual property of a Party that pre-exists this Agreement, or is developed independently of this Agreement.
Business Day	any day except (i) any Saturday, (ii) any Sunday and (iii) public holidays in the country of the Party who has the related obligation.
Business Value	A numerical value that is assigned to a proposed Product Capability Change as part of the Roadmap Update Cycle, and which is used to prioritise Roadmap Items for future Product Releases.
Cable List	List of network cables identified as required in the system network infrastructure.

Annex 1 **Definitions**

Term	Definition
Claimant	Means the Party initiating the dispute resolution mechanism provided in Article 22 of the Agreement.
Classified Information	Information that is protected by a government by corresponding security requirements.
Computer Emergency Response Team - Industry, Services, Tertiaire (CERT-IST)	An association in the form of an alert and reaction center to computer attacks for French companies, member of the Forum of incident response and security teams (FIRST) and with a number of partners at the French and European levels.
Committed Content (CC)	The detailed solution as captured in the Committed Content Description that is agreed each year as part of the Roadmap Update Cycle. The CC represents the commitment from Thales for the Product Capability Changes to be included in the following year's Product Release(s).
Committed Agreed Content	The agreed Committed Content is the result of the roadmap update process and so the planned content of the product releases to be delivered during the next year. Each planned Product capability change is described in the document called Committed Content Description.
Committed Content Description	The document referred to in Article 5.7.1 of the Agreement which sets out, inter alia, details of the Committed Content for the upcoming year's Product Release(s) and the dates for the Completion of the Factory Tests for the Product Release(s).
Completion	The successful completion of the criteria for acceptance or completion of a Milestone in accordance with Article 7 of the Agreement and Annex 6 (Test and Acceptance).
Concerned Personal Data	Means the Personal Data which are Processed in the context of this Agreement, categories of which are the following: contact details, professional information, related to the following Data Subjects: Parties' personnel in charge of the performance of this Agreement and trainees.
Confidential Information	Has the meaning set out in Article 17.1 of the Agreement.
Confidentiality Incident	Has the meaning set out in Article 17.4.1 of the Agreement.

Annex 1 **Definitions**

Term	Definition
Configuration Management (CMP) Plan	Establishes and provides the basis for a uniform and appropriate application of configuration management policies, disciplines and procedures. It describes the principles upon which configuration management processes, methods and tools will be applied to TopSky-ATC One product and instances.
Configuration Service	A service to configure the generic TopSky – ATC One Product for the Customer.
Continuing Services Additional	Additional Services with a yearly price.
Continuing Services Optional	Those Optional Services described as such in Attachment 1 (Price Book) of Annex 4 (Price and Invoicing Schedule), which are available for selection by a Customer.
Contract Data Requirement List	As set out in Annex 10 (Documentation).
Contract Material	Has the meaning defined in Article 15.1.2 of the Agreement.
Core Air Navigation Services	Means ATM/ANS Services including ancillary services (such as Data Services) enabled by the Product functions provided by a Customer in its Designated Airspace.
Core Services	The services provided as per Article 5.1 of the Agreement.
Critical Incident	A Priority 1 incident that has occurred in operation or is blocking the Customer operational transition as described in Annex 3.2.2.2 (Service Desk).
Customer	Has the meaning defined in each bilateral Agreement and refers for each contract to one of the 3 ANSP's forming the alliance SkyBridge, namely: <ul style="list-style-type: none"> • Air Navigation Services of the Czech Republic; • Fintraffic Air Navigation Services Ltd; and • Estonian Air Navigation Services
Customer Data	Has the meaning defined in Article 15.6.1 of the Agreement.
Customer Input	All data, tools, licences, equipment (including hardware and Software), infrastructure, interfaces, site facilities, and other resources required to be provided by the Customer in accordance with Article 9.1 of the Agreement, including the (non-exhaustive) requirements listed in Annex 7 (Customer Input).

Annex 1 **Definitions**

Term	Definition
Customer Material	Has the meaning defined in Article 15.1.4 of the Agreement.
Customer Release	The software release that is adapted from the Product Release for the Customer environment in accordance with Annex 3 (Scope of Services).
Data Controller	Shall have the same meanings as in the Applicable Data Protection Legislation. In the context of the Agreement, Thales is the Data Controller as mentioned in the Annex 12 (GDPR information Notice)
Data Management Plan	A document defining procedures and other necessary details to the extent needed to implement the general principles and requirements for Documentation as per Annex 10 (Documentation).
Data Services	Means provision or processing of any ATM/ANS related data to any ATM/ANS provider, other data service provider or airspace user (end customers) including: <ul style="list-style-type: none"> (a) the presentation to end customers' technical and operational staff via controller working positions and other human-machine interfaces; (b) the support and operation of end customers' ground/ground and air/ground data link services; and (c) the services and tasks of future ATM data service providers as outlined in the proposal for the future architecture of the European airspace (Airspace Architecture Study), issued by the SESAR Joint Undertaking (2019).
Data Subject	Shall have the same meanings as in the Applicable Data Protection Legislation.
Dataset Specialist	Customer's personnel who develop, analyse, test and release the dataset for TopSky – ATC One.
Defect	Means an abnormal behaviour against conformance to the Product Baseline.
Deliverable Document	The documents to be delivered to Customer as set out in Annex 10 (Documentation) (and includes any updates to those documents which shall be delivered in accordance with this Agreement).

Annex 1 **Definitions**

Term	Definition
Deliverables	Means all tangible items that are to be delivered to Customer as part of the Services, including the Deliverable Documents and Software and Equipment, if ordered under the Agreement.
Delivery	Means hand-over of Deliverables to the Customer, as agreed, when applicable.
Demobilisation Plan	Has the meaning defined in Article 19.1.7(a) of the Agreement.
Deploy	Means, in relation to a Product Release, to conduct integration activities on Customer site(s).
Deployment	Means installing configurations throughout the network hardware as well as deploying the operating system, the relevant configuration, and support applications on all servers and workstations of the Customer. HW deployed means that the HW SAT passed successfully.
Designated Airspace	Means, in relation to the Customer: <ul style="list-style-type: none"> a) the Flight Information Region(s) (FIRs) of its own state(s), as well as any part of a FIR which is subject to cross border and/or dynamic airspace configuration letters of agreement requiring the Customer to provide ATM Services or Data Services in accordance with national or international directives or requirements; b) any Product User's FIR or a part thereof.
Digital portal	Thales Service Desk web application that allows to raise Request for Service and non-Critical Incidents related to TopSky – ATC One, and to store/exchange information.
Dispute Notice	Has the meaning defined in Article 22.2(c) of the Agreement.
Documentation	Means the Deliverable Documents to be provided by Thales, as listed in Annex 10 (Documentation).
Due Date	Means thirty (30) calendar days after receipt of an invoice by the Customer.
Effective Date	Means the date this Agreement becomes binding on the Parties, as determined in accordance with Article 3.1 of the Agreement.
Emergency Service Desk	Specific function of the Service Desk used by the Customer to raise any Critical Incident.
End-User Certificate	Has the meaning defined in Article 26.3.2 of the Agreement.

Annex 1 **Definitions**

Term	Definition
Equipment	Means any tangible item including hardware and other machinery, wiring, other durable electronic components, spare parts, tools and documentation provided, or to be provided, to the Customer under the Agreement.
Exceptional Changes	Has the meaning defined in Article 23.2.5 of the Agreement.
Exceptional Circumstances	Means a change in circumstances which makes performance of the Agreement excessively onerous, to such an extent that performance can no longer reasonably be required, whereby this change in circumstances was unforeseeable at the time of conclusion of the Agreement and is not due to a Relief Event.
Excusable Delay	Means any delay or interruption in the performance of, or failure to perform its obligations for which Thales shall not be liable due to a Relief Event, in accordance with Article 12.1 of the Agreement.
Factory	Thales premises.
Factory Tests	Means, as the context requires, the Factory Test activities described in Annex 6 (Test and Acceptance) that are conducted during the Access Period for the Initial Release, or during the Operational Period for Product Releases.
Feature	Technical or functional capability of the TopSky – ATC One Product.
Fee At Risk (FAR)	Has the meaning as set out in Annex 13 (Performance Management Framework).
Filled Operational Checklist	Site validation report containing results from validation of Software Releases by the Customer on its respective site(s).
Final Acceptance	Means, as the context requires, the Completion of the Final Acceptance Milestone activities described in Annex 6 (Test and Acceptance) that are conducted during the Access Period, or during the Operational Period for Product Releases.
Final Acceptance Certificate	Means the document issued once the Final Acceptance Milestone is validated as per the procedure specified in Annex 6 (Test and Acceptance).
Force Majeure Event	Has the meaning defined in Article 11.1.

Annex 1 **Definitions**

Term	Definition
GDPR	Means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Incident	Unusual behaviour of TopSky – ATC One raised by the Customer requiring investigation by Thales.
Incoterm	Means one of the pre-defined commercial terms published by the International Chamber of Commerce relating to international commercial law, which define the contract responsibilities of the buyer and the seller for an import transaction.
Initial Release	Means the first Customer Product Release delivered to the Customer during the Access Period for the purpose of being put into operation.
Intellectual Property Rights	Means any and all rights to inventions, designs, names, creative works and symbols that are recognised by law, including copyright, patent rights, trademarks, service marks, trade names, moral rights and rights in trade secrets and/or know-how.
Issue	Has the meaning as set out in Article 3.1.1 of Annex 11 (Project Governance).
Key Performance Area	Has the meaning as set out in Annex 13 (Performance Management Framework).
Key Performance Indicator (KPI)	A specific target measure that is established for monitoring the effective performance of a Service as defined in each relevant section of the Annex 3 (Scope of Services) and as indicated in Annex 13 (Performance Management Framework).
List Of Supply	List of hardware items that shall be provided to build the Product.
Local Resource	Person representing Thales and based on a Customer site to support that Customer in operation- and project related activities for TopSky - ATC One, as defined in Annex 3.3.10 (On-site permanent support).
Lower Threshold Performance (LTP)	Has the meaning as set out in Annex 13 (Performance Management Framework).

Annex 1 **Definitions**

Term	Definition
Maestro	Thales component used for the arrival management feature.
Material Breach	A breach shall be considered a Material Breach, if the defaulting Party knew at the time of conclusion of the Agreement, or at that time it was reasonable to anticipate, with regard to the purpose of the Agreement, as evidenced by its content or the circumstances of its conclusion, that the other Party would not have entered into this Agreement in the event of occurrence of such breach. A breach specified in Article 19.6.3 of the Agreement is always a Material Breach.
Milestone	Means, as the context requires, any of the milestones described as such in Annex 6 (Test and Acceptance).
Non-Conformance	Means Defect.
Non-Critical Incident	An incident with a priority other than 1 as described in Annex 3.2.2.2 (Service Desk).
Non-Disclosure Agreement	An agreement between Thales and the Customer on the non-disclosure of information.
Notice	Has the meaning defined in Article 14.1 of the Agreement.
Notice of Change of Committed Content	Has the meaning defined in Article 23.2.9 of the Agreement.
Notice of Change of Core Services	Has the meaning defined in Article 23.2.7 of the Agreement.
Notice of Price Adjustment	Has the meaning defined in Article 23.2.11 of the Agreement.
Obsolescence Monitoring	Service continuously monitoring obsolescence issues as defined in Annex 3.2.2.3 (Hardware Obsolescence Monitoring) during the Operational Period.
O-Date	The date of Commissioning a Release on a Customer site.
On-Site	Customer premises.
Operator Handbook (OH)	Document of the TopSky – ATC One documentation describing the functionality available at a controller’s working position, includes ATC System-OH, Dataset Preparation OH, SIM OH (OH for the simulator).

Annex 1 **Definitions**

Term	Definition
Operational Concept Description	Document part of the TopSky – ATC One documentation describing the users’ needs and environment, and how a solution will be used to meet those needs.
Operational Fee	Means the yearly fee for the Operational Period payable quarterly by the Customer in accordance with Article 1.2 and 4 of Annex 4 (Price and Invoicing Schedule).
Operational Fee At Risk (OFAR)	Has the meaning as set out in Annex 13 (Performance Management Framework).
Operational Life of the Product	Means the period during which the Product is being used by the Customer to provide Core Air Navigation Services.
Operational Period	Means the period commencing on the date of the Access Period Final Acceptance, the duration of which is determined in accordance with Article 3.4 of the Agreement.
Operational Purposes	The purposes for which the intellectual property licence is granted during the Operational Period for the use of the Contract Material to the Customer, as listed in Article 15.2.2 of the Agreement.
Optional Services	Means those Optional Services listed in Annex 3.3 (Optional Services) which are available for selection by the Customer, including any new Optional Services added by Thales in accordance with Article 23.3.4 of the Agreement.
Optional Services Order	Any order for Optional Services placed by the Customer during the Term.
Operational Software	Core software of the TopSky - ATC system developed by Thales and used in operations, excluding backup system.
Operational Trainer	Customer’s or a Third Party (in accordance with the Agreement) personnel who develop and deliver training to Customer’s Operational Users.
Operational User	Personnel providing ATM/ANS Services including ancillary services (such as Data Services) enabled by the Product functions provided by a Customer in its Designated Airspace.
Operative Date	Has the meaning as set out in Annex 13 (Performance Management Framework).
Parties	Any or all parties to this Agreement.

Annex 1 **Definitions**

Term	Definition
Payment Milestone	Means all or any of the payment milestones for the Access Period listed in Article 1 of Attachment 2 to Annex 4 (Price and Invoicing Schedule), as the context requires.
PCR Action Plan	Means a plan for the correction of Non-Conformances.
Performance Assessment Process (PAP)	Has the meaning as set out in Annex 13 (Performance Management Framework).
Performance Band	Means a performance band into which the achieved performance for each performance measure associated to a KPI falls. There are at most 4 performances bands (A, B, C, D) associated to each KPI. Each performance allows to measure the gap between the performance achieved and the performance committed.
Performance Implementation Period (PIP)	Has the meaning as set out in Annex 13 (Performance Management Framework).
Performance Management Framework	Means the framework as set out in Annex 13 (Performance Management Framework).
Permitted Purposes	Has the meaning defined in Article 15.4.1 of the Agreement.
Personal Data	Shall have the same meanings as in the Applicable Data Protection Legislation.
Plan Member	Means Product Users who are using the Core Services.
Predefined Configuration	Set of fixed software configuration parameters allowing software tuning for the Customer (e.g. HMI colours and customisation of labels).
Price(s)	Means any price set out in Annex 4 (Price and Invoicing Schedule) that is required to be paid under this Agreement.
Processing	Shall have the same meanings as in the Applicable Data Protection Legislation.
Problem Change Request (PCR)	Means a document describing a Non-Conformance in a standardized manner, as described in Annex 3.2.1.4 (Corrective Maintenance).

Annex 1 **Definitions**

Term	Definition
Product	Means the upgraded version of the TopSky – ATC software, referred to by Thales as TopSky-ATC One, which will be delivered to the Customer under this Agreement, as updated during the Term.
Product Baseline	Means the following set of documentation which are listed in the Annex 10 Documentation: <ul style="list-style-type: none"> • Technical Description, • Operational Concept Description document, • SS (System Specification), • SSDD (System / Segment Design Document), • HDD (Hardware Design Document), • Product ICDs (Interface Control Documents, • Operator Handbook.
Product Capability	Means any functional or technical characteristics or features of the Product, where: <ul style="list-style-type: none"> • functional characteristics relate to the way the Product behaves to meet customers' concepts of operations, and • technical characteristics relate to hardware or software attributes of the Product platform which respond to a broad range of requirements such as safety, security, availability, reliability, upgradeability, integration of Third Party functions.
Product Capability Change	Means any change in Product Capability which is implemented in a Product Release.
Product Release	Means the generic Product software release that incorporates the Committed Content, prior to its adaptation to the Customer environment as a Customer Release in accordance with Article 5.7 of the Agreement and Annex 3 (Scope of Services).
Product Roadmap	Means the process described in Annex 8 (Roadmap Update Process).
Product User or User	Means any customer of Thales which is a current member of the TopSky-ATC One Partners; and Product Users or User means all or any of them (including the Customer) as the context requires.

Annex 1 **Definitions**

Term	Definition
Programme Management	Means the organizational layer within the Governance Structure which is responsible for the efficient and effective delivery of all Services as a whole, as set out in Annex 11 (Project Governance).
Programme Management Team	Means the organizational body within the Governance Structure being responsible for performing all activities associated with Programme Management.
Quality Management	Means operation of a Quality Management System as described in Article 33 of the Agreement.
Quality Management System	Means the set of policies, processes and procedures to manage quality as defined in Article 33 of the Agreement.
Record of Discussion (ROD)	Means the minutes of a meeting that are accepted by all Parties.
Release	Means, as the context requires, a Product Release or a Customer Release.
Relief Event	Has the meaning defined in Article 12.1 of the Agreement.
Reporting Period	Means a time period to be covered in a report.
Request for Additional Services	Means any request for Additional Services under Annex 9 (Ordering of Additional Services).
Response Period	Has the meaning defined in Article 7.2 of the Agreement.
Review Period	Has the meaning as set out in Article 3.4 of Annex 13.
Risk Assessment	Risk Assessment is executed at discrete time points (e.g. once a year, on demand, etc.) and – until the performance of the next assessment - provides a temporary view of assessed risks. Risk Assessment is part of the Risk Management process.
Roadmap Activities	Means the activities as set out in Annex 8 (Roadmap Update Process).
Roadmap Items	Means the items as set out in Annex 8 (Roadmap Update Process).
Roadmap Item Candidate	Means any new change in Product Capability proposed by Thales or Product Users for inclusion in the Roadmap.

Annex 1 Definitions

Term	Definition
Roadmap Services	Means the services as set out under Annex 8 (Roadmap Update Process).
Roadmap Update Cycle	Means the update process as set out under Annex 8 (Roadmap Update Process).
Roadmap Update Process	Means the update process as set out under Annex 8 (Roadmap Update Process).
Safety Baseline	Means safety objectives associated to hazards as defined in the Functional Hazard Analysis (FHA).
Safety Issue Log	Record of Issues with regard to the non compliance to the Safety Baseline.
Safety Management	Means the activities performed as part of the Safety Management Process.
Safety Management Process	Means the process described in Article 34 of the Agreement.
Safety Program Plan	Means the document described in Article 34.3 of the Agreement.
SDR TST Platforms Network	System Design review to freeze the Network equipment LOS for the TST segment platforms.
SDR TST Platforms	Final System Design Review for the TST segment platforms.
SDR Other Platforms Network	System Design review to freeze the Network equipment LOS for the ONL/TRG/OFL segment platforms.
SDR (Final with Other Platforms)	Final System Design Review for the ONL/TRG/OFL segment platforms.
Security Incident	Means a security event that compromises, or could compromise, the confidentiality, availability, or integrity of a system or network's information, or the continuity of an organization's service.
Security Management System	A systematic approach to managing Security as described in Article 31.1 of the Agreement.
Security Manager	A designated representative as defined in Article 31.5 of the Agreement and Annex 11 Project Governance.

Annex 1 **Definitions**

Term	Definition
Security Objectives (CIA)	The CIA (Confidentiality, Integrity, Availability) triad has the goals of confidentiality, integrity and availability, which are basic factors in information security.
Security Program Management Plan	Means the plan defined in Article 33 of the Agreement.
Selected Services	Optional Means those Optional Services included in the scope of this Agreement in respect of the Customer and listed in Attachment 2 of Annex 4 (Price and Invoicing Schedule). Selected Optional Services may be described as Selected Continuing Optional Services or Selected Unique Optional Services depending on their designation in Attachment 1 of Annex 4 (Price Book).
Service Credit	Has the meaning as set out in Annex 13 (Performance Management Framework).
Service Delivery Management	Means the organizational layer within the Governance Structure which is responsible for the efficient and effective delivery of individual Services, as set out in Annex 11 (Project Governance).
Service Delivery Management Team	Means the organizational body within the Governance Structure as set out in Annex 11 (Project Governance).
Service Delivery Manager	Means the designated representative being a member of the Service Delivery Management Team, as defined in Annex 11 (Project Governance).
Service Desk	Thales dedicated Single Point of Contact (SPOC) providing information flow between Customer and Thales.
Service Level	Targeted level of performance as specified in Annex 13.
Services	Means any or all services to be provided by Thales under this Agreement, including the Core Services, the Selected Optional Services and the Additional Services, and includes all Deliverables.
Significant Incident	As in the meaning of the art. 19.5.4 letter c) means a threat which, based on its technical characteristics, can be expected to have the potential to seriously affect the assets of a regulated service provider or user of a regulated service to such an extent that it causes significant damage.
Site Acceptance	Site Acceptance Review milestone.

Annex 1 **Definitions**

Term	Definition
Site Acceptance Review (or SAR)	Means, as the context requires, the Site Acceptance Review activities in Annex 6 (Test and Acceptance) conducted during the Access Period for the Initial Release, or during the Operational Period for Customer Releases.
Site Inspection	Thales activity to check that site is ready for Thales activities.
SkyBridge	means the alliance formed by: <ul style="list-style-type: none"> • Air Navigation Services of the Czech Republic; • Fintraffic Air Navigation Services Ltd; and • Estonian Air Navigation Services <p>who have signed individual bilateral TopSky ATC One Upgrade and Service agreements with Thales and formed the SkyBridge alliance through a separate TopSky ATC One Upgrade and Service multilateral Agreement. The number of SkyBridge members may vary according to the terms and conditions of the mentioned multilateral agreement.</p>
SkyBridge Member	Means each then-current ANSP in the alliance SkyBridge.
Statement of Work	Means a document referred to in Articles 5.7.4 of the Agreement, that describes the Services to be provided by Thales, and the Customer Input required, to prepare, deploy and test Customer Releases.
Software	Means the TopSky – ATC One software.
Software Version	A particular identified version of the Software.
System	The TopSky – ATC One Product.
System Design Review	The goal of the System Design Review, as specified in Annex 6, is to freeze the hypotheses for the deployment of the TopSky – ATC One on each Customer site.
System Monitoring	System monitoring involves the continuous monitoring of an infrastructure. It includes the monitoring of CPU, server memory, routers, switches, bandwidth, and applications.
System, Software & Integration Specialist	Customer's personnel who perform engineering activities, including software analysis, defect investigation, software support tools and procedures, patch installation, new release installation and software validation and verification
T0	Means Effective Date.

Annex 1 **Definitions**

Term	Definition
TAP	Means the TopSky – ATC Partners community, as described under Article 36 of the Agreement.
TAP Forums	Has the meaning defined in Article 36.2.1 of the Agreement.
Technical Delivery	Means Committed Content, in the context of Annex 13 (Performance Management Framework).
Technical Description	The technical description and included in Annex 2 (Technical Description) of the Agreement.
Technical Operator	Personnel who maintain TopSky – ATC One (e.g. controlling and monitoring the system) and personnel who manage and supervise such personnel.
Technical User	A Technical Operator, a Dataset Specialist or a System Software & Integration Specialist.
Technical Trainer	Customer's or a Third Party (in accordance with the Agreement) personnel who develop and deliver training to Customer's Technical Users.
Term	Means the term of this Agreement as described in Article 3.2 of the Agreement.
Termination Date	Means the date on which termination of the Agreement becomes effective as set out in Article 19 of the Agreement.
Termination Notice	Means a Notice defined as such under Article 19 of the Agreement.
Thales	Means Thales LAS France S.A.S, a company organised and existing under the laws of the Republic of France, having its registered office at 2, avenue Gay Lussac, 78990 Elancourt, France.
Thales IP	Means all Intellectual Property Rights in Contract Material other than Third Party IP.
Third Party	Means any person or entity that is not a Party to this Agreement.
Third Party IP	Means all Intellectual Property Rights in Contract Material owned by Third Parties.

Annex 1 **Definitions**

Term	Definition
TopSky - ATC One (or Product)	Means the upgraded version of the TopSky – ATC software, referred to by Thales as TopSky – ATC One, which will be delivered to the Customer under this Agreement, as updated during the Term.
TopSky - ATC One placeholder	Software component integrated in TopSky - ATC One according to a precise interface and functional contract. It can be provided by Thales, or by the Customer.
TopSky – ATC Partners (TAP)	Means the community of Product Users.
TopSky – ATC Partners Charter	Means the governance consisting of Thales and the Product Users, as further described in Article 36 of the Agreement.
Training Management Plan	Details the exact curriculum, course description, learning outcomes, pre-requisites, planning.
Training Needs Analysis	Means the assessment of the training needs.
Training Platform Setup	Means the activity to make available a platform to perform trainings on TopSky – ATC One.
Transition Phase	Period starting with the Final Acceptance #1 SkyBridge and ending with the Final Acceptance #2 SkyBridge.
Unique Additional Services	Means Additional Services with a pre-defined duration.
Unique Optional Services	Means those Optional Services described as such in Attachment 1 of Annex 4 (Price Book), which are available for selection by the Customer.
Upper Threshold Performance (UTP)	Has the meaning as set out in Annex 13 (Performance Management Framework).
Urgent Release	A Customer release correcting non-conformance(s) of priority 1.
User	Means Product User.
Visibility Points	Nominated points during the Product development cycle, as described in Annex 3.1.1 (Product Release and Visibility Points), during which joint Customer and Thales activities are conducted, exposing end users to the Product version in development.

Annex 1 ***Definitions***

Term	Definition
Vulnerability	Means a vulnerability that may be exploited via a network, allowing remote cybersecurity attacks.
Vulnerability Management	Means gathering of vulnerability information as described in Annex 3.2.2.1 (Vulnerability Management).
Warning Notice	The Notice defined in Article 19.4.1 of the Agreement (in the case of Customer breach) or in Article 19.5.1 of the Agreement (in the case of Thales breach).
Warning Period	The period defined in Article 19.4.1 of the Agreement (in the case of Customer breach) or in Article 19.5.1 of the Agreement (in the case of Thales breach).

Annex 6
Test and Acceptance

Annex 6

Test and Acceptance

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
0.1	2023-05-15	R: n/a C: n/a	Initial version
0.2	2024-01-26	R: n/a C: n/a	Updated version
0.3	2024-12-05	R: n/a C: n/a	Updated version with FINEST question and Thales Answers during the workshop on the 5th of december 2024

TABLE OF CONTENTS

1.	Introduction	2
2.	Test and Acceptance strategy.....	2
2.1	Test Strategy	2
2.2	Acceptance Strategy	2
2.3	Factory Tests	2
2.4	System Design Review	3
2.5	HW and Integration SATs	3
2.6	Site Acceptance Review	4
2.7	End of Release Delivery	4
3.	Acceptance Milestones and Acceptance Criteria	5
3.4	Factory Tests	5
3.5	System Design Review	6
3.6	HW and Integration SAT	6
3.7	Site Acceptance Review	7
3.8	Final acceptance	7

Annex 6

Test and Acceptance

1. INTRODUCTION

- 1.1 The goal of this Annex is to describe the test and acceptance strategy, milestones and criteria that apply to TopSky - ATC One, i.e. Product Releases and Customer Releases, and applicable during both the Access Period and the Operational Period.
- 1.2 The test and acceptance strategy will be further detailed in the IVVQ Plan (Integration, Verification, Validation and Qualification Plan) and ATP (Acceptance Test Plan) delivered during the execution of the Agreement (refer to Annex 10 Documentation Annex).
- 1.3 While Test and Acceptance further described in this Annex applies to the Product and Customer Releases, the services are subject either to their relevant Service Level Agreements, as described in their corresponding Annex, or will be deemed accepted upon completion.

2. TEST AND ACCEPTANCE STRATEGY

2.1 Test Strategy

- 2.1.1 The test strategy until Factory Tests (inclusive) will be defined in the IVVQ Plan and delivered by Thales.
- 2.1.2 The test strategy after Factory Tests will be complemented by Thales in the IVVQ Plan and transmitted to the Customer.
- 2.1.3 Thales will follow an internal verification and validation process in accordance with the test strategy defined. The results of these tests can be made available to the Customer upon request.
- 2.1.4 In order to promote early detection of non-conformances related to Customer configuration, Thales might run some tests with specific Customer configuration using real data (e.g recordings or live data) to be provided by the Customer.

2.2 Acceptance Strategy

- 2.2.1 The acceptance of the TopSky - ATC One covers both the Acceptance of the Product Releases and the Customer Releases:
 - a) The acceptance of the Product Releases is associated to the Factory Tests (FT) milestone as further described in Article 2.3 of the present Annex;
 - b) The acceptance of Customer Releases is associated with a set of other acceptance milestones (other than FT) described in Articles 3.1 and 0 of the present Annex.

2.3 Factory Tests

- 2.3.1 The Factory Tests mark the completion of the Product Release.

Annex 6

Test and Acceptance

- 2.3.2 For the Access Period, the Factory Tests will consist of a selection of tests related to the features described in the Annex 2 Technical Description.
- 2.3.3 For the Operational Period, the Factory Tests will consist of a selection of tests related to the new features arising from the Committed Content.
- 2.3.4 Thales will elaborate a test procedure book for the Factory Tests
 - a) and deliver it to the Customer.
- 2.3.5 The Factory Tests scope will cover functional tests using generic configuration applicable to all TopSky – ATC One Users (HW tests and customer-specific tests are excluded).
- 2.3.6 Thales will run the Factory Tests in Thales premises according to the test procedure book.
- 2.3.7 Thales shall prepare tests reports and video-recordings as outputs of the Factory Tests.
- 2.3.8 Thales will deliver the Factory Tests results, the test reports and available video-recordings to the Customer and shall invite the Product Users to a meeting to present the Factory Tests results and the test reports meeting and to collect feedback from the Product Users.
- 2.3.9 The Factory Tests will be deemed to be passed successfully if the criteria defined in Article 3.4 are met. Thales will issue the completion certificate accordingly.
- 2.3.10 Thales will also deliver to the Customer the associated plan for Non-Conformances correction. This is the Factory Tests PCR Action Plan established according to the Annex 3.2.1.4 Corrective Maintenance.

2.4 System Design Review

- 2.4.1 The goal of the System Design Review is to freeze the hypotheses for the deployment of the TopSky – ATC One on each Customer site.
- 2.4.2 Thales will deliver the design documentation for final acceptance during the System Design Review.
- 2.4.3 Upon finalisation of the System Design Review, Thales will issue a completion certificate. The milestone shall be considered completed and accepted upon signature of the completion certificate by the Customer.

2.5 HW and Integration SATs

- 2.5.1 The goal of the HW SAT is to validate that the HW is ready for software integration.
- 2.5.2 The goal of the integration SAT is to validate that the TopSky - ATC One Release is correctly deployed in the Customer environment (integration tests cover deployment tests, site configuration tests, and external interfaces testing).
- 2.5.3 Thales will elaborate a HW SAT and Integration SAT test procedure books and deliver them to the Customer for approval.

Annex 6

Test and Acceptance

- 2.5.4 At each site, Thales will perform hardware acceptance tests and integration acceptance tests to be witnessed by the Customers.
- 2.5.5 For the Operational Period, the HW and Integration SAT (if applicable due to the new features) will be run jointly in the same timeframe.
- 2.5.6 Upon finalisation of each individual HW and Integrations SATs, Thales will issue a completion certificate. The milestone shall be considered completed and accepted upon signature of the completion certificate by the related Customer.

2.6 Site Acceptance Review

- 2.6.1 The Site Acceptance Review marks the completion of the system integration and the acceptance by the Customer of the TopSky - ATC One Customer Release on one Customer primary site.
- 2.6.2 This primary site shall be selected at System Design Review (SDR).
- 2.6.3 During the deployment on the primary site, Thales will run with the Customer operational check list tests on the TopSky - ATC One Customer Release.
- 2.6.4 The deployment on the primary site will be ended with the Site Acceptance Review.

2.7 End of Release Delivery

- 2.7.1 The Site Acceptance Review will be followed by deployment activities on the other sites.
- 2.7.2 During the Access Period, Thales will deploy the respective TopSky - ATC One Release and run operational checklists with the Customers on the other sites.
- 2.7.3 During the Operational Period, if new major technical features are included in the scope of the TopSky - ATC One release, Thales may propose to deploy the respective TopSky - ATC One Release and run operational checklists with the Customers on the other sites.
- 2.7.4 During the Operational Period, if no new major technical features are in the scope of the TopSky - ATC One release, each Customer shall perform the deployment of the releases autonomously on the other sites.
- 2.7.5 For the Operational Period, if the Customer performs the deployment for the other sites, the Customer shall provide, unless otherwise agreed, the related deployment test plan and tests results (e.g. in the form of Filled Operational Checklist (FOC)) for review by Thales (e.g. for the final Safety Assessment report).
- 2.7.6 Thales will support the Customer deployment according to the support described in Annex 3.2.1.2.2 (Deployment during the Operational Period).
- 2.7.7 Once all planned deployment activities described in Article 2.7 have been carried out, a review is held between the Customer and Thales to confirm the readiness for starting the operational transition. This is considered the end of the deployment phase.

Annex 6

Test and Acceptance

- 2.7.8 For the Operational Period, should a Customer decide not to perform the deployment tests, this will not block the Final Acceptance.
- 2.7.9 The Final Acceptance PCR Action Plan is the combined Factory Tests PCR action plan and SAR PCR action plan.
- 2.7.10 After the end of the Release Delivery, Thales will support each Customer during the operational transition according to the support described in Annex 3.1.4.5 (Support to transition during the Access Period) and Annex 3.2.1.2.4 (Support to transition during the Operational Period).

3. ACCEPTANCE MILESTONES AND ACCEPTANCE CRITERIA

3.1 The following acceptance milestones shall apply for the Access Period:

- a) System Design Review;
- b) HW SAT;
- c) Integration SAT;
- d) Site Acceptance Review;
- e) Final acceptance.

The Factory Tests are considered as a technical milestone.

3.2 The following acceptance milestones shall apply for the Operational Period:

- a) System Design Review (only if required by new features);
- b) HW & Integration SAT (only if required by new features);
- c) Site Acceptance Review;
- d) Final acceptance.

The Factory Tests are considered as a technical milestone.

3.3 For any acceptance criteria related to the number of remaining Non-Conformances described hereunder, it shall be understood that the acceptance criteria refer to Non-Conformances identified on the Operational Software developed by Thales.

3.4 Factory Tests

3.4.1 For all FT tests, the test step classification is "OK", "NOK" ("not ok"), "NT" ("not tested") or "OS" ("out of scope"):

- a) OK test step: test result conforms to the expected result;
- b) NOK test step: test result does not conform to the expected result;
- c) NT test step: test blocked due to a NOK step linked to a new functionality part of the FT scope or test not performed with a justified reason;
- d) OS test step:

Annex 6

Test and Acceptance

- (1) test agreed to be out of FT scope; or
- (2) agreed that because of an already existing Non-Conformance related to a previous Release, the test does not conform to the expected result or the test cannot be performed.

3.4.2 The FT is considered passed successfully if all the following criteria are met:

- a. The percentage of tests steps “OK” compared to the total of “OK”, “NOK” and “NT” tests steps run during the FT is above 90 % (“Out of scope” steps are excluded from the total number of steps);
- b. The number of open Severity 1 Non-Conformances is (0);
- c. The number of open Severity 2 Non-Conformances is no more than 5;
- d. The number of open Severity 3 Non-Conformances is no more than 300;
- e. The number of open Severity 4 Non-Conformances is no more than 500;
- f. The total number of open Non-Conformances is no more than 1000;
- g. All documents related to the scope of the FT that are to be approved before the FT according to the CDRL are approved.

3.5 System Design Review

3.5.1 The scope of the System Design Review is related to the engineering of the instantiation of the TopSky - ATC One in the Customer’s environment.

3.5.2 The System Design Review is considered accepted when all of the planned engineering review activities have been successfully completed, confirmed in the Record of Discussion (ROD) for the SDR meeting and accepted by the Customer.

3.6 HW and Integration SAT

3.6.1 The HW SAT is considered accepted if the percentage of tests steps “OK” compared to the total of “OK”, “NOK” and “NT” tests steps run during the HW SAT is above 90 % (“Out of scope” steps are excluded from the total number of steps).

3.6.2 The Integration SAT is considered accepted if the percentage of tests steps “OK” compared to the total of “OK”, “NOK” and “NT” tests steps run during the Integration SAT is above 90 % (“Out of scope” steps are excluded from the total number of steps).

Annex 6

Test and Acceptance

3.7 Site Acceptance Review

3.7.1 The SAR is considered accepted if all of the following conditions are met:

- a) The FT has been passed successfully;
- b) Unless otherwise agreed, all planned pre SAR testing activities on the primary site defined in the tests strategy have been completed successfully;
- c) Unless otherwise agreed, all documentation to be delivered before the SAR according to the CDRL is delivered and approved if required;
- d) The number of open Severity 1 Non-Conformances linked to new features is 0;
- e) The number of additional⁽¹⁾ open Severity 2 Non-Conformances linked to new features is less or equal than 5;
- f) For the Access Period:
 - i) the number of additional⁽¹⁾ open Severity 3 Non-Conformances is no more than 50;
 - ii) the number of additional⁽¹⁾ open Severity 4 Non-Conformances is no more than 100;
- g) For the Operational Period:
 - i) the number of additional⁽¹⁾ open Severity 3 Non-Conformances linked to new features is no more than 50;
 - ii) the number of additional⁽¹⁾ Severity 4 Non-Conformances linked to new features is no more than 100;
- h) The associated plan for Non-Conformances correction is presented by Thales and agreed by the Customer. This is the SAR PCR Action Plan to be addressed according to the Annex 3.2.1.4 Corrective Maintenance;
- i) A date is agreed for the Release delivery;
- j) The ROD for the SAR is agreed and approved by the Customer.

3.8 Final acceptance

3.8.1 The final acceptance shall be considered achieved if at least one of the following conditions is met:

- a) The PCR corrections related to the final acceptance, as included in the Final Acceptance PCR Action Plan have been delivered by Thales and validated successfully by the Customer; or

¹ In addition to the number of PCRs remaining at FT

Annex 6

Test and Acceptance

- b) The PCR corrections related to the final acceptance, as included in the Final Acceptance PCR Action Plan have been delivered by Thales, and the Customer has not completed the validation within the agreed timeframe. The maximum time frame for such validation is six (6) months after SAR for the Access Period and three (3) months after SAR for the Operational Period; or
 - c) The TopSky – ATC One release has been put in operation by the Customer.
- 3.8.2 Notwithstanding the principles of corrective maintenance described in Annex 3.2.1.4, the Parties may agree that one or several Non-Conformance corrections are postponed to a later Product Release and are excluded from the final acceptance.
- 3.8.3 Upon finalisation of the Final Acceptance, Thales will issue a completion certificate (Final Acceptance Certificate) indicating the date of the Final Acceptance. The milestone shall be considered completed and accepted upon signature of the Final Acceptance Certificate by the Customer.

Annex 7 Customer Input

Annex 7 Customer Input

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
0.1	2023-05-15	R: n/a C: n/a	Initial version
0.2	2024-01-26	R: n/a C: n/a	Updated version
0.3	2025-02-13	R: n/a C: n/a	Updated version from Thales with adjusted dates
0.4	2025-04-17	R: n/a C: n/a	Updated version taking into account two SARs and installation phasing
0.5	2025-07-24	R: n/a C: n/a	Text changed as per comments agreed
0.6	2025-07-29	R: n/a C: n/a	Updated version taking into account SAR3 and ANS-CR deployment
0.7	2025-09-15	R: n/a C: n/a	Text changed following ANS-CR comments

TABLE OF CONTENTS

- 1. Information and documents to be provided..... 2**
- 2. List of Customer Input..... 3**

Annex 7 Customer Input

1. INFORMATION AND DOCUMENTS TO BE PROVIDED

- 1.1 The Customer shall provide to Thales the information, documents and any other input as specified in the main body of the Agreement and in its Annexes.

Annex 7 Customer Input

2. LIST OF CUSTOMER INPUT

The following shall be provided by the Customer:

Customer Input ID	Customer Input (Individual or Joint)	Related Service	Period	Annex	Expected date for: - AP - OP
[CI-PRO-1]	Operational scenarios and description of realistic traffic to be used for operational scenarios	Visibility points	AP OP	3.1.1 3.2.1.1	- T0 + 3 months - VP – 9months
[CI-PRO-2]	Real traffic samples for factory tests	-	AP OP	3.1.1 3.2.1.1	- T0+6 months - At start of development
[CI-PRO-3]	List of Fit For Purpose risks	Visibility points	AP	3.1.1	T0
[CI-SAF-1]	Safety baseline document (safety requirements and hazards) Thales will provide the FHA no later than T0	-	AP	-	T0 + 3 months
[CI-CYB-1]	Cybersecurity information relevant to TopSky – ATC One contextualisation	Cybersecurity risk assessment	AP OP ⁽¹⁾	3.1.2 3.3.2	AP at FT OP: when adequate (2)
[CI-CFG-1]	Architectural design inputs	Configuration	AP OP	3.1.4.1 3.2.1.2.1	- T0 + 3 months - At Committed Content approval
[CI-CFG-2]	HMI configuration	Configuration	AP OP	3.1.4.1 3.2.1.2.1	FT +3months FT +3months
[CI-DEP-1]	Pingable on-site external interfaces connection compliant to the agreed TopSky – ATC One interfaces for all sites (main and remotes), with tests tool when necessary	Release Delivery	AP OP ⁽²⁾	3.1.4.2 3.2.1.2.2	At HW SAT - 8 months (FTANS/EANS)
[CI-DEP-2]	Pingable on-site external interfaces connection compliant to the agreed TopSky – ATC One interfaces for all sites (main and remotes), with tests tool when necessary	Release Delivery	AP OP ⁽²⁾	3.1.4.2 3.2.1.2.2	At HW SAT - 18 months (ANS CR)
[CI-DEP-3]	Full functional on-site external interfaces connection compliant to the agreed TopSky – ATC One interfaces for all sites (main and remotes; for each platform TRG, ONL and Test), with tests tool when necessary. Live data stream must be available.	Release Delivery	AP OP ⁽²⁾	3.1.4.2 3.2.1.2.2	At start of pre-integration and-validation activities

Annex 7 Customer Input

Customer Input ID	Customer Input (Individual or Joint)	Related Service	Period	Annex	Expected date for: - AP - OP
[CI-DEP-4]	Hardware and licenses compliant to LOS for all sites (main and remotes) (hardware purchased by FTANS/EANS/ANS-CR)	Release Delivery		AP ⁽¹⁾ OP ^{(1) (2)} 3.1.4.2 3.2.1.2.2	At start of HW installation
[CI-DEP-5]	Hardware and licences compliant to LOS installed and cabled for all sites (main and remotes) (a) HW installation/cabling performed by FTANS/EANS b) HW installation/cabling & HW deployment performed by ANS-CR)	Release Delivery		AP OP ⁽²⁾ 3.1.4.2 3.2.1.2.2	AP: T0 +25 months for EANS OFL, TST/TRG, TNOL, TNOC T0+25 months for FTANS OFL, TST/TRG, HKOL, HKOC, BR/R OP: For first ANS-CR deployment: T0+37 months for ANS-CR TST/TRG T0 +42 months for ANS-CR ONL & ONL-C At start of HW deployment activities
[CI-DEP-6]	Equipment rooms compliant with Annex 3.1.4.1 Architecture assumptions and site survey report requirements: space, power supply, cooling, cables ducts, grounding, intra-site and inter site connectivity (if installation performed by Thales) for all sites (main and remotes), room for integration test activities	Release Delivery		AP OP ⁽²⁾ 3.1.4.2 3.2.1.2.2	At start of HW installation
[CI-DEP-7]	Office for housing engineers: power, internet access supporting VPN connection to Thales corporate network, for one team of 7 persons in addition to the maintenance office	Release Delivery		AP OP 3.1.4.2 3.2.1.2.2	At start of HW installation
[CI-DEP-8]	Availability and access to all rigs for on-site activities without time constraints	Release Delivery		AP OP 3.1.4.2 3.2.1.2.2	At start of HW installation

Annex 7 Customer Input

Customer Input ID	Customer Input (Individual or Joint)	Related Service	Period	Annex	Expected date for: - AP - OP
[CI-DEP-9]	Customer Release Delivery test plan (if applicable)	Release Delivery	OP	3.2.1.2.2	At SAR – 6 months if it is not the first transition O’date of FINEST or ANS-CR
[CI-DEP-10]	Input to the Operational Checklist for SAR	Release Delivery	AP OP	3.1.4.2 3.2.1.2.2	- AP: 10 months before SAR1 - OP: 6 months before SAR
[CI-DEP-11]	Certificates or credentials for interaction with external systems	Release Delivery	AP OP	3.1.4.2 3.2.1.2.2	AP/OP: From Pre-Integ start
[CI-DEP-12]	B11 HKAP decommissioning	Schedule Delivery	AP	5	4 months before SAR2
[CI-DAT-1]	Legacy datasets	Dataset support	AP	3.1.4.3	T0 (FINEST) FT#1 (ANS-CR)
[CI-DAT-2]	Final Customer dataset for SAR	Dataset support	AP OP	3.1.4.3 3.2.1.2.3	- 6 months before SAR1 (AP) - 3 months before SAR (OP) - 6 months before SAR3 (OP only for ANS-CR)
[CI-DAT-3]	Sensors characteristics information	Dataset support	AP OP ⁽²⁾	3.1.4.3 3.2.1.2.3	- SDR – 6 months - SDR rebound – 6 months (for ANS-CR first transition) - At start of development
[CI-DAT-4]	Sensor recordings (24 hours of a representative day)	Dataset support	AP OP ⁽²⁾	3.1.4.3 3.2.1.2.3	- SDR – 6 months - At start of development (OP) - SDR rebound – 6 months for first ANS- CR transition O date
[CI-DAT-5]	List of reference use cases for alerts and conflicts for Safety Nets and Conflicts detection tuning	Dataset support	AP OP ⁽²⁾	3.1.4.3 3.2.1.2.3	- SDR - At start of development
[CI-DAT-6]	Tracks and Flight plans (3 representative days) for Safety Nets and Conflicts detection tuning	Dataset support	AP OP ⁽²⁾	3.1.4.3 3.2.1.2.3	- SDR - At start of development
[CI-DAT-7]	Inputs for ICDs	Configuration during Access Period	AP	3.1.4.1	SDR - 6 months
[CI-EQU-1]	Simulated WAN for testing purposes (if applicable)		AP		HW SAT – 2months

Annex 7 Customer Input

Customer Input ID	Customer Input (Individual or Joint)	Related Service	Period	Annex	Expected date for: - AP - OP
[CI-TRA-1]	Overall transition strategy confirmation	Transition support	AP	3.1.4.5	SDR
[CI-TRA-2]	Operational transition plan (if applicable)	Transition support Support to Release	AP OP ⁽²⁾	3.2.1.2.5	- 3 months before SAR1 - 3 months before SAR
[CI-TRN-1a]	Information on Customer operational constraints	Initial Operational Training	AP	3.1.4.4.a	- 12 months before the training (for Training Need Analysis)
[CI-TRN-1b]	Information on Customer current concept of operations	Initial Operational Training	AP	3.1.4.4.a	12 months before training (for Training Need Analysis)
[CI-TRN-2a]	Information on Customer technical constraints	Initial Technical Training	AP	3.1.4.4.b	- 12 months before the training (for Training Need Analysis)
[CI-TRN-2b]	Information on Customer current monitoring, deployment and maintenance activities	Initial Technical Training	AP	3.1.4.4.b	12 months before training (for Training Need Analysis)
[CI-MAI-1]	Secured remote connection to non-operational and operational rigs	Corrective Maintenance	AP OP	3.2.1.4	At start of pre-integration
[CI-LOC-1]	Site access, office accommodation and facilities (telephone, internet, IT and physical access to the rigs) for the local resource	On-site support	OP	3.3.10	SAR
[CI-RES-1]	Availability customer personnel up to 8 hours per day for the SATs and the operational checklist/shadows		AP OP		AP/OP: SATs (HW, Integ) Operational checklist/shadows

(1) if option selected

(2) if applicable

Annex 9
Ordering of Additional Services

Annex 9

Ordering of Additional Services

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
0.1	2023-05-15	R: n/a C: n/a	Initial version

TABLE OF CONTENTS

1. Introduction	3
2. Definition	3
3. Defining an Additional Service.....	3
List of Attachments.....	4
Attachment A - Requirements on Additional Services Form	5
1. Identification of the Additional Service	5
2. Parties to this Order.....	5
3. Introduction	5
4. Purpose and content of the Additional Service	5
5. Other Information.....	5
Attachment B - Price and Invoicing Schedule for Additional Services Form	6
1. Prices	6
2. Payment Plan.....	6
Attachment C - Statement of Work for Additional Services Form	7
1. Parties to this Order.....	7
2. Scope of the Additional Service.....	7
3. Service Delivery	7

Annex 9
Ordering of Additional Services

4.	Time schedule	7
5.	Customer Input.....	7
6.	Complementary issues	7
6.1	Logistics	7
6.2	Dependencies and/or influences on other Orders or Services	8
6.3	Any other complementary issues.....	8
6.4	Specific Customer obligations.....	8
6.5	Specific deviations from terms and conditions of the Agreement.....	8
7.	Documentation.....	8

Annex 9

Ordering of Additional Services

1. INTRODUCTION

- 1.1 This Annex describes the process for the Customer to order Additional Services from Thales in accordance with Article 6 of the Agreement.

2. DEFINITION

- 2.1 The Additional Services are to be mutually agreed between the Customer and Thales. Additional Services could include service such as:
- a) Hardware Purchase;
 - b) Hardware Installation;
 - c) Hardware Repair service;
 - d) On-demand Technical training;
 - e) On-demand Operational training;
 - f) Consultancy services;
 - g) Architectural design evolution.

3. DEFINING AN ADDITIONAL SERVICE

- 3.1 The Customer may request Thales to prepare an offer for Additional Services.
- 3.2 Except as agreed otherwise in the Additional Services Order, or where the context otherwise requires, an Additional Services Order shall be read subject to, and interpreted in accordance with the provisions of the Agreement.
- 3.3 The ordering of an Additional Service shall be done as follows:
- a) The Customer shall formalise its requests and expectations by sending a Request for Additional Services as per the form included in Attachment A to this Annex, including sufficient details for Thales to understand the needs and analyse the requirements;
 - b) Within thirty (30) Business Days of the receipt of the Customer request, Thales shall prepare an Offer for Additional Services, including:
 - The Price and Payment Schedule for Additional Services as per the form included in Attachment B to this Annex;
 - The Statement of Work for Additional Service as per the form included in Attachment C to this Annex;
 - The validity date;
 - c) The Parties shall discuss and negotiate in good faith the respective Additional Service and Thales shall update accordingly the Offer for Additional Services.

Annex 9
Ordering of Additional Services

- d) Thales shall notify as per the Agreement the inclusion of the Additional Services in the scope of the Agreement within ten (10) Business Days from the confirmation in writing from the Customer on the scope and price of the respective Additional Service by signing the related Offer for Additional Services (“Additional Services Order”).

All Parties commit to expedite the process where practicable.

LIST OF ATTACHMENTS

Attachment A	Requirements on Additional Services Form
Attachment B Form	Price and Invoicing Schedule for Additional Services
Attachment C	Statement of Work for Additional Service Form

Annex 9

Ordering of Additional Services

ATTACHMENT A - REQUIREMENTS ON ADDITIONAL SERVICES FORM

This Attachment details the minimum amount of information to be included in each Additional Service Form. The headings as set out below shall always be included in the order given in this Attachment. The text in *Italics* as set out below conveys that the information as such shall be included and in what way it shall be included in each Additional Service Form, but that the information is specific to that Additional Service and therefore needs to be adjusted accordingly. Regular text shall always be included in each Additional Service Form in the exact wording as set out below.

This form can be sent to Thales either via the Service Desk or as normal correspondence

1. IDENTIFICATION OF THE ADDITIONAL SERVICE

1.1 *Title of the Additional Service*

1.2 *The Expected date of issue of the Offer for Additional Services by Thales and the expected end of validity date. The validity date should take into account the order process duration as per Annex 9 - Ordering of Additional Services, Clause 3.3.*

2. PARTIES TO THIS ORDER

2.1 *The Parties to the specific Order, i.e. Thales and the Customer.*

Collectively hereinafter referred to as the “Parties”.

3. INTRODUCTION

3.1 This Additional Service is placed under the terms and conditions of the Agreement.

3.2 Defined terms used in this Additional Service shall have the same meaning as in the Agreement, unless otherwise explicitly provided or follows from the context.

4. PURPOSE AND CONTENT OF THE ADDITIONAL SERVICE

4.1 *Description of the purpose and content of the Additional Service, detailing the requirements and providing any additional supporting material, if applicable.*

5. OTHER INFORMATION

Include, as applicable.

Annex 9
Ordering of Additional Services

ATTACHMENT B - PRICE AND INVOICING SCHEDULE FOR ADDITIONAL SERVICES FORM

This Attachment details the information that should be included in the price and payment of Additional Services. The text in *italics* as set out below conveys that the information as such shall be included, but that the information is specific to that Additional Services and therefore needs to be adjusted accordingly. Regular text shall always be included for each Additional Services in the exact wording as set out below.

1. PRICES

1.1 For this Additional Service, the Customer agrees to pay the following Additional Service price:

2. PAYMENT PLAN

2.1 For this Additional Service the following payment plan applies:

Mention payment milestone, amount to be paid, percentage of the total price of the Additional Service, deadline.

Annex 9

Ordering of Additional Services

ATTACHMENT C - STATEMENT OF WORK FOR ADDITIONAL SERVICES FORM

The Statement of Work shall cover items and requirements that are specific to an Additional Service. This Attachment details the minimum amount of information to be included in each Statement of Work. The headings as set out below shall always be included in the order given in this Attachment. The text in *italics* as set out below conveys that the information as such shall be included and in what way it shall be included in each Statement of Work, but that the information is specific to that Statement of Work and thus needs to be adjusted accordingly. Regular text shall always be included in each Statement of Work in the exact wording as set out below.

1. PARTIES TO THIS ORDER

1.1 *The Parties to the specific Order, collectively hereinafter referred to as the "Parties".*

2. SCOPE OF THE ADDITIONAL SERVICE

2.1 *Overall description, system baseline, timeframe.*

2.2 *List of services and works to be performed, Service Level Agreements if any.*

2.3 *Aggregated List of Deliverables.*

3. SERVICE DELIVERY

3.1 *Specify in timely order all work activities affecting the Parties which are needed to accomplish the goal.*

3.2 *A list of all ordered Deliverables including the delivery date and type.*

4. TIME SCHEDULE

4.1 *The relevant milestones and time schedule pertaining to this Additional Service.*

5. CUSTOMER INPUT

As applicable to the Additional Service.

6. COMPLEMENTARY ISSUES

6.1 Logistics

6.1.1 *Specify any Thales activities supporting deployment and operation of the Additional Service by the Customer.*

Annex 9

Ordering of Additional Services

6.2 Dependencies and/or influences on other Orders or Services

6.2.1 *Specify any current Services which influence or are influenced by this Additional Service and the nature of the respective influence.*

6.3 Any other complementary issues

Specify as necessary.

6.4 Specific Customer obligations

6.4.1 *Specify any rules and principles obligations beyond what is specified under Clause 2.1 "General principles".*

6.5 Specific deviations from terms and conditions of the Agreement

6.5.1 The Parties explicitly agree to make the following specific deviation(s) from the Agreement:

List all deviations for this specific New Service from the Agreement or the Statement of Work with specific reference to the concerned Clause(s).

7. DOCUMENTATION

7.1 *The relevant documents to be delivered with milestones and review constraints.*

Annex 10 Documentation

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
0.1	2023-05-15	R: n/a C: n/a	Initial version
0.2	2024-01-26	R: n/a C: n/a	Updated version
0.3	2025-02-21	R: n/a C: n/a	Updated version with Finest comments and Thales answers during the workshop program 21/02/25 Takes into account 2 SAR
0.4	2025-06-30		2-05 SSDD split into 2-05a Product SSDD and 2-05b SSDD instantiation annex 5-01 HDD split into 5-01a Product HDD and 5-01b HDD instantiation annexes
0.5	2025-09-24		Updated version

TABLE OF CONTENTS

1. Introduction	2
2. General Principles.....	2
3. Requirements on documentation.....	2
3.1 General Requirements	2
3.1.3 Format	2
3.2 Requirements on System Documentation	3
4. Procedures concerning documentation	3
4.1 Deliverable documents	3
4.2 Report documents	3
4.3 Documents for information	3
List of attachments :	3

Annex 10

Documentation

1. INTRODUCTION

- 1.1 This Annex specifies the general principles and requirements applicable to the documentation that Thales shall provide under the Agreement. It supplements specific requirements and obligations in respect to the documentation provided in other parts of the Agreement.

2. GENERAL PRINCIPLES

- 2.1 The documentation provided by Thales shall be in English and shall be in a form and level of detail which enables the Customer to:
- a) Operate TopSky - ATC One safely and securely;
 - b) Appropriately understand the architecture, functionalities, capabilities, performances, features, HMI operations of TopSky - ATC One;
 - c) Appropriately understand planned changes and their impact on TopSky - ATC One;
 - d) Fulfil their legal obligations on providing evidence and other documentation concerning TopSky - ATC One to regulatory and legislative bodies; and
 - e) Provide all necessary information concerning external interfaces of TopSky - ATC One to a Third Party tasked by the Customer.
- 2.2 Each Party shall be respectively responsible for the storage of documentation for future reference.
- 2.3 Thales shall provide and maintain a Data Management Plan (the “**Data Management Plan**” or “**DMP**”) which describes all procedures and other necessary details to the extent needed to implement the general principles and requirements for documentation.
- 2.4 Unless otherwise agreed, each Additional Service Order and each Optional Service Order shall include a specific Contract Data Requirement List (“**CDRL**”) in line with the generic CDRL included in Attachment A to this Annex.

3. REQUIREMENTS ON DOCUMENTATION

3.1 General Requirements

- 3.1.1 The general requirements under this Article shall apply to all documentation exchanged under the Agreement.
- 3.1.2 All documentation shall be uniquely identifiable and shall have a unique identifier unless otherwise agreed.
- 3.1.3 Format**
- 3.1.3.1 Documentation shall be made available to the other Party electronically in a standard format that is cost effective for both Parties to support.

Annex 10

Documentation

3.2 Requirements on System Documentation

3.2.1 Every document shall contain a revision history.

3.2.2 Thales shall maintain a table for all System Documentation containing at least the following information:

- a) Name of documentation
- b) Date of latest version.

4. PROCEDURES CONCERNING DOCUMENTATION

4.1 Deliverable documents

4.1.1 The CDRL shall list the documents that are subject to delivery or approval between the Customer and Thales.

4.1.2 In case Thales or the Customer identify a need for change to a previously agreed document, an update process shall be instigated via a PCR (“**Document PCR**”), a System Change or other process agreed in the Configuration Management Plan.

4.1.1 The Data Management Plan will describe the process for reviewing and commenting all documents and the review cycle to be applied.

4.2 Report documents

4.2.1 Comments on reports shall be sent by the Customer within fourteen (14) calendar days after reception of the reports. Thales shall answer to the Customer’ comments within seven (7) calendar days after reception of the comments. When applicable, relevant updates shall be inserted in the next periodic report or in an updated version of ad-hoc report.

4.3 Documents for information

4.3.1 In addition to the documents listed in Attachment A, upon request of the Customer, Thales could make available other documents related to internal system qualification, when the documents are available in their final version.

LIST OF ATTACHMENTS :

ATTACHMENT 1 – CUSTOMER CDRL

**Annex 10
Documentation**

ATTACHMENT 1 – CUSTOMER CDRL

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
1	Management documents					
1-01	Program Management Plan	Annex 11 Project governance	PMP	Approval	T0+15 months	Update if necessary
1-02	Quality Assurance Plan	Main body of the Agreement	QAP	Delivery	T0+15 months	Update if necessary
1-03	Configuration Management Plan	Annex 11 Project governance	CMP	Delivery	T0+24 months	Update if necessary
1-04	Data Document Management Plan	Annex 11 Project governance	DDMP	Delivery	T0+15 months	Update if necessary
1-05	System Safety Project Plan	Main body of the Agreement	SSPP	Approval	T0+18 months	Update if necessary
1-06	System Security Project Plan	Main body of the Agreement	SSecPP	Approval	T0 + 18 months	Update if necessary
1-07	Integrated Support Plan	Annex 11 Project governance	ISP	Delivery	T0 + 18 months	Update if necessary
1-08	Contract Data Requirements List	Annex 11 Project governance	CDRL	Delivery	Update if necessary	Update if necessary
1-09	Plan for SW Assurance Approval	Annex 11 Project governance	PSAA	Approval	T0 + 18 months	Update if necessary
1-10	Glossary	Annex 11 Project governance	GLO	Delivery	T0 + 12 months	Update if necessary
2	Engineering Documents					
2.01	Operational Concept Description (CATMOC)	Annex 3.1.1 Product release and visibility points Annex 3.2.1.1 Product Release	OCD	Delivery	FT	Periodic updates
2.02	Technical Description	Annex 3.1.1 Product release and visibility points Annex 3.2.1.1 Product Release	TD	Delivery	Update if necessary	Periodic updates

Annex 10
Documentation

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
2.03	Committed Content Description	Annex 8 Roadmap Update Process	CCD	Delivery	Annex 2	Periodic updates
2-04	System Specification	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	SS	Delivery	FT	Update if necessary
2-05a	Product System/Segment Design Document	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	SSDD	Delivery	SDR	Update if necessary
2-05b	System/Segment Design Document Instantiation Annex	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	SSDD	Approval	SDR	Update if necessary
2-06a	Product Interface Control Documents (External) ¹	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	ICD	Delivery	Preliminary version at SDR	Update if necessary
2-06b	Product ICD parameters	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	ICD	Approval	ICD delivery	Update if necessary

¹ At least identification of external interfaces. The detailed and complete external interface ICDs will be delivered incrementally according to product development plan. The Customer may raise comments on these documents.

Annex 10
Documentation

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
2-08	Operator Handbooks	-	OH	Delivery	FT	Update if necessary
2-09	Software Tools User Manuals	-	SUM	Delivery	FT	Update if necessary
2-10	HMI customization tool user manual	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	CUS	Delivery	FT	Update if necessary
2-11	Customer Design Hardware infrastructure requirement (if applicable)	Annex 3.1.4.1 Configuration during the Access Period	EXE INFRA	Delivery	SDR	n/a
3	Configuration Management					
3-01	System Version Delivery Description	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	SVDD	Delivery	SAR	Periodic updates
3-02	Infrastructure Version Description Document	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	VDI	Delivery	SAR	Update if necessary
4	Verification & Validation Documents					
4-01	Integration Verification Validation Qualification Plan	Annex 6 Test and acceptance	IVVQP	Delivery	T0+24 months + incremental updates ²	Periodic updates

² According to each Product Release

Annex 10
Documentation

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
4-02	Verification Cross Reference Index	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	VCRI	Delivery	SAR	SAR
4-03	Acceptance Test Plan	Annex 6 Test and acceptance	ATP	Delivery	FT- 6 months	FT-2 months
4-04	Factory Test Procedures	Annex 6 Test and acceptance	FTPProc	Delivery	FT- 2 months	FT-2months
4-05	Factory Test Results	Annex 6 Test and acceptance	FTR	Delivery	FT	FT
4-06	Integration SAT Test Procedure Book	Annex 6 Test and acceptance	SATProc	Approval	SAT-2 months	SAT-2 months
4-07	Integration SAT Test Result book	Annex 6 Test and acceptance	SATR	Approval	integration SAT	integration SAT
4-08	Site Acceptance Test Operational Checklist SAR1	Annex 6 Test and acceptance	SAT-OPCL	Approval	SAR1 - 4 months	SAR - 2 months
4-09	Site Acceptance Test Operational Checklist SAR2	Annex 6 Test and acceptance	SAT-OPCL	Approval	SAR2 - 2 months	SAR - 2 months
4-10	Site Acceptance Test Operational Checklist SAR3	Annex 6 Test and acceptance	SAT-OPCL	Approval	SAR3 - 4 months	SAR - 2 months
4-11	Factory tests PCR action plan	Annex 6 Test and acceptance	FT PCR AP	Approval	FT	FT
4-12	SAR PCR action plan	Annex 6 Test and acceptance	SAR PCR AP	Approval	SAR	SAR
5	Hardware Documents					
5-01a	Product HDD	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	HDD	Delivery	SDR	Update if necessary
5-01b	HDD instantiation annexes	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	HDD	Approval	SDR	Update if necessary
5-02	List of Supply	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	LOS	Delivery	Final SDR	Update if necessary

Annex 10
Documentation

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
5-03	Site Survey Report	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	SSR	Approval	Site survey + 2 months	Update if necessary
5-04	Cable List	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	CAL	Delivery	SDR + 6 months	Update if necessary
5-05	Installation Files	Annex 3.1.4.1 Configuration during the Access Period Annex 3.2.1.2.1 Configuration during the Operational Period	INF	Delivery	Preliminary version at SDR, final version after installation	Update if necessary
5-05	HW SAT Test Procedure Book	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	HW TPB	Approval	HW SAT- 2 months	HW SAT-1 month (if applicable)
5-07	HW SAT Test Results Book	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	HW TRB	Approval	HW SAT	HW SAT (if applicable)
6	Safety and SW assurance Documents					
6-01	PSSA Report	-	PSSA	Approval	FT + 1 month	Update if necessary
6-02	System Safety Assessment Report	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	SSA	Approval	O' Date 1 – 1 month O' Date 3 – 1 month (ANS-CR)	Update if necessary
6-03	Functional Hazard analysis		FHA	Approval	FT	Update if necessary
6-04	SW Accomplishment Summary	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	SWAS	Approval	O' Date 1 – 1 month O'Date 3 – 1 month (ANS- CR)	Final Acceptance – 1 month

**Annex 10
Documentation**

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
7	Logistics/Training Documents					
7-01	System Maintenance Manual	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	SMM	Approval	At training	Update if necessary
7-02	Training Needs Analysis Report	Annex 3.1.4.4_a Initial Operational Training Annex 3.1.4.4_b Initial Technical Training Annex 3.2.1.2.4_a Upgrade Operational Training Annex 3.2.1.2.4_b Upgrade Technical Training	TNAR	Delivery	8 months before training	3 months before training
7-03	Training Management Plan	Annex 3.1.4.4_a Initial Operational Training Annex 3.1.4.4_b Initial Technical Training Annex 3.2.1.2.4_a Upgrade Operational Training Annex 3.2.1.2.4_b Upgrade Technical Training	TMP	Approval	6 months before training	2 months before training
7-04	Training Material	Annex 3.1.4.4_a Initial Operational Training Annex 3.1.4.4_b Initial Technical Training Annex 3.2.1.2.4_a Upgrade Operational Training Annex 3.2.1.2.4_b Upgrade Technical Training	TMA	Delivery	At training	Delivery at training
7-05	RAM Analysis Report	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	RAR	Delivery	SDR + 6 months	Update if necessary

Annex 10 Documentation

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
8	Deployment Documents					
8-01	Declaration of Suitability for Use or equivalent ⁽³⁾	Annex 3.1.4.2 Release Delivery during the Access Period 3.2.1.2.2 Release Delivery during the Operational Period	DSU	Delivery	O' Date 1 – 1 month O' Date 3 – 1 month	FA – 1 month
8-02	Dataset migration documentation	Annex 3.1.4.3 Dataset support during the Access Period Annex 3.2.1.2.3 Dataset support during the Operational Period	DMD	Delivery	N/A	SAR
8-03	Tracker tuning report	Annex 3.1.4.3 Dataset support during the Access Period Annex 3.2.1.2.3 Dataset support during the Operational Period	TTR	Delivery	SAR+3 months	Update if necessary
8-04	Safety Nets and Conflicts tuning report	Annex 3.1.4.3 Dataset support during the Access Period Annex 3.2.1.2.3 Dataset support during the Operational Period	SNR	Delivery	SAR+3 months	n/a
9	Security Documents					
9-01	Cybersecurity Risk Assessment report	Annex 3.1.2 Initial Cybersecurity Risk Assessment	SRA	Delivery	Non contextualized at FT Final at FT+12 months	optional
9-02	Cybersecurity Vulnerability Assessment report	Annex 3.1.3 Vulnerability Management during the Access Period	SVA	Delivery	Initial at FT+1 month then monthly from SAR when updates are necessary	Monthly when updates are necessary
10	Obsolescence documents					

³ The impact of any new regulation to be published during the agreement will need to be analysed

Annex 10 Documentation

Ref	Document	Related Contractual Document (Access Period/ Operational Period)	Acronym	Status ^(*)	Access Period Final Delivery Date	Operational Period Delivery Date
10-01	Hardware Obsolescence Report	Annex 3.2.2.3 Hardware Obsolescence Monitoring during the Operational Period	HOR	Delivery	First delivery 3 months after SAR	Quarterly when updates are necessary
11	Product Roadmap Documents					
11-01	Product roadmap	Annex 8 Roadmap Update Process	ROA	Delivery	N/A	Periodic updates
12	Final Acceptance Certificate	Annex 6 Test and acceptance	FA certificate	Approval	FA	FA

(*) Status of Document:

Approval of a document means that:

- The Approval is performed by the accountable authority of the context who becomes responsible of the content and form of the approved document.
- After Approval, the delivery for record activities shall be performed

Delivery of a document means that:

- The document is delivered for information and is not subject to any review,
- Thales keeps the contractual responsibility of the content.

Annex 11

Project Governance

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
0.1	2023-05-15	R: n/a C: n/a	Initial version
0.2	2025-0.5-21	R: n/a C: n/a	With Finest comments and thales answers during the WS program 21/02/25
0.3	2025-08-01	R: n/a C: n/a	With ANS-CR comments and Thales answers
0.4	2025-09-04	R: n/a C: n/a	Leaders nomination and change added in article 2.2.4 Version 0.4 agreed during Thales/SkyBridge meeting on 04/09/2025

TABLE OF CONTENTS

1. Introduction	3
2. Governance structure	3
2.1 General Principles.....	3
2.2 Executive Management Level.....	3
2.3 Programme Management Level.....	3
2.3.7 Working Arrangements	4
2.4 Service Delivery Management.....	5
2.4.6 Working Arrangements	5
3. Escalation	5
3.1 General Principles.....	5
3.2 Escalation path.....	6

Annex 11
Project Governance

3.2.2	Service Delivery Management.....	6
3.2.3	Programme Management	6
3.2.4	Executive Management	7
4.	Reporting	7
4.1	Introduction	7
4.2	General Principles.....	7
4.3	Reports.....	7
4.4	Reporting Procedure.....	7

Annex 11

Project Governance

1. INTRODUCTION

1.1 This Annex describes the governance structure, escalation process and reporting with respect to the delivery of the Services under this Agreement in the context of the contractual relationship between the Parties..

1.1 The Customer and Thales shall arrange for the cooperation under the Agreement to be appropriately anchored in their organisations in order to enable the necessary decisions to be made at all times with the swiftness required by the circumstances.

2. GOVERNANCE STRUCTURE

2.1 General Principles

2.1.1 The governance structure set out in this Annex (the "**Agreement Governance Structure**") shall consist of the following governance levels:

- a) Executive Management Level as per Article 2.2;
- b) Programme Management Level as per Article 2.3;
- c) Service Delivery Management as per Article 2.4.

2.1.2 Each governance levels mentioned above shall be represented by a related organizational body in Thales and the Customer. The specific bodies and their responsibilities, mandates, and procedures are set out in Articles 2.2 to 2.4 below.

2.2 Executive Management Level

2.2.1 The Executive Management (the "**Executive Management**") of the Agreement Governance Structure shall consist of:

- a) _____, and
- b) The Thales representatives of the "Airspace Mobility Solutions" Business Line ATC segment.

2.2.2 The Executive Management shall ensure that the Programme Management level is endowed to assume its responsibilities and perform its tasks to achieve the objectives as per this Annex.

2.2.3 Executive Management shall convene when requested by any the Customer and/or Thales. The Executive Management shall act as the ultimate point of escalation within the Governance Structure as per Article 3.2.1. In this respect, the meeting of the Executive Management shall be quorate when at least one (1) representative of the Customer and of Thales are present.

2.3 Programme Management Level

2.3.1 The responsibilities of the Programme Management Level shall be to identify, implement and support all required means to achieve the objectives as per Article 2.3.22.

2.3.2 Activities under the responsibility of the Programme Management shall include:

Annex 11

Project Governance

- a) To establish and maintain support structures to govern the delivery of the Agreement;
- b) To endow and task the respective Parties' work force with the activities required to perform Services under the Agreement, including the proper liaison between the Parties work forces in the most efficient and effective manner;
- c) To ensure the smooth day-to-day course of actions;
- d) To evaluate and accept the achievement of contractual milestones and activities;
- e) To anticipate or identify potential or existing problems and to define and implement the most optimal mitigations;
- f) To prepare, agree orders for Optional Services and / or Additional Services; the Programme Management leader is accountable for internal order process signature
- g) To resolve in an appropriate timeframe issues escalated from Service Delivery Management;
- h) To escalate issues which cannot be resolved by Programme Management to the Executive Management as per Article 3.2.3, either as a common request to the Executive Management or by any Party to its respective Executive Management representative.

2.3.3 The Programme Management Level shall be implemented by a Programme Management Team (the "Programme Management Team") taking the responsibilities as per Article 2.3.1 and acting as a decision body.

2.3.4 Both Thales and the Customer shall set-up their respective sub-structure of the Programme Management Team and designate one lead person (the "**Leader**") for it. The Parties should inform each other about Leaders nomination at contract signature and change of Leader as soon as the change occurs.

2.3.5 The Programme Management Team shall be quorate when the Leader of the Customer and the Leader of the Thales' Programme Management Team are present or duly represented.

2.3.6 The Leader shall be authorised to act on behalf of the Customer with regards to:

- a) Constituting the formal interface for Thales to the Customer and thus being the focal point for all correspondence and communication of any kind;
- b) Approve and / or accept milestones and deliverables under the Agreement.

2.3.7 Working Arrangements

2.3.7.1 The Programme Management Team shall convene periodically ("Program Management Team Meeting") as deemed necessary by the Parties, but not less than once every three (3) months. Additional meetings may be held on justifiable demand by either Thales or the Customer.

2.3.7.2 The Program Management Team Meeting shall be face-to-face at the Customer premises. The Parties could agree to have the meeting in Thales' premises or online as well.

Annex 11

Project Governance

2.3.7.3 The last Program Management Report shall serve as input to the Programme Management Team Meeting.

2.4 Service Delivery Management

2.4.1 The Service Delivery Management shall be the responsibility of the Service Delivery Management Team (the "**Service Delivery Management Team**") which shall consist of:

- a) The Thales Service Delivery Managers (representing Thales); and
- b) The Customer Service Delivery Management Team (representing the Customer), and;

2.4.2 Each Party shall appoint one (1) person (the "**Service Delivery Manager**") who acts as a single point of contact for the provision of a Service

2.4.3 The Customer and Thales shall also appoint a Safety Manager and a Security Manager in order to ensure overall coordination of the Safety and Security activities embedded in the scope of the relevant Service.

2.4.4 The Service Delivery Managers as a collective shall identify, implement and support all required means to achieve the objectives as per Article 2.4.55. The emphasis shall be on individual Service or activity while ensuring no uncontrolled dependencies or detrimental effects between them.

2.4.5 The Service Delivery Managers of each Party for a certain Service shall have the following joint responsibilities:

- a) To monitor the daily progress, including adherence to specified timetables;
- b) To identify and handle risks and challenges including uncontrolled dependencies and/or impacts caused by the provision of a particular Service to other Services, and to agree on actions for mitigation;
- c) To review reports and instigate corrective action, if needed;
- d) To escalate any issues which can't be resolved on their level to Programme Management Team;
- e) Any further responsibility as defined for the respective Service.

2.4.6 Working Arrangements

2.4.6.1 The Service Delivery Management Team shall convene periodically as deemed necessary by the Parties, but not less than once every three (3) months unless agreed otherwise.

3. ESCALATION

3.1 General Principles

3.1.1 The Parties intent to resolve any issues or disagreements (the "**Issues**") in a constructive way that reflects the concerns and commercial interests of each Party under the Agreement.

Annex 11

Project Governance

Reasonable efforts shall be made to have Issues resolved by the appropriate levels of authority as soon as possible without the need for escalation.

- 3.1.2 Each part of the Agreement Governance Structure shall work on the basis of achieving consensus in decision making; in the event consensus cannot be achieved an Issue may be escalated to a highest ranking part of the Agreement Governance Structure as described in Article 2.2.3, where it shall be resolved.
- 3.1.3 Any Issues not resolved under this Article 3 shall be settled in accordance with Article 23 of the Agreement.

3.2 Escalation path

- 3.2.1 The escalation path pertaining to any unresolved issues shall be as follows:
 - a) Resolution through the Service Delivery Management as per Article 3.2.2;
 - b) Resolution through the Programme Management as per Article 3.2.3;
 - c) Resolution through the Executive Management as per Article 3.2.4.

3.2.2 Service Delivery Management

- 3.2.2.1 Issues between the Customer and Thales shall be discussed and negotiated, as necessary, between the relevant Service Delivery Managers.
- 3.2.2.2 If the involved Service Delivery Managers, in the reasonable opinion of either Party, are unable to resolve or clarify the Issue in question within a reasonable timeframe and after having engaged in and conducted loyal and adequate attempts to do so, any of the Service Delivery Managers may request further escalation of the Issue to the Programme Management Team.

3.2.3 Programme Management

- 3.2.3.1 Any initial or escalated Issue between the Customer and Thales shall be discussed and negotiated, as necessary, between the Programme Management Teams of each Party.
- 3.2.3.2 The Leaders of each Party's Programme Management Team shall agree on the date until when the Issue has to be resolved by Programme Management. If no such agreement can be achieved, then the earlier of the dates reasonably set by the respective Leader shall prevail.
- 3.2.3.3 The Programme Management Team shall convene as soon as possible to discuss and negotiate the Issue in accordance with Article 2.3.5.
- 3.2.3.4 If the Programme Management Team, in the reasonable opinion of either Party, is unable to resolve or clarify the Issue in question in the set timeframe and after having engaged in and conducted loyal and adequate attempts to do so, any Leader of the Party's Programme Management Teams may request further escalation of the Issue to the Executive Management.

Annex 11

Project Governance

3.2.4 Executive Management

- 3.2.4.1 In case an Issue is escalated to the Executive Management, the Executive Management shall, convene a meeting to discuss and negotiate the escalated Issue in accordance with Article 2.2.3.
- 3.2.4.2 If the Executive Management is unable to resolve the Issue in question within a reasonable timeframe and depending on the level of urgency as seen by either Party, then Article 22 of the Agreement shall apply.

4. REPORTING

4.1 Introduction

- 4.1.1 This chapter specifies the general principles and requirements for Program Management reporting.
- 4.1.2 For the avoidance of doubt, this Annex does not apply to specific reporting obligations mentioned elsewhere in the Agreement and / or the Annexes.

4.2 General Principles

Thales shall provide a program management report (“**Program Management Report**”), referring to the Services being provided under the Agreement and the activities being performed under the Agreement

- 4.2.1 Program Management Reports shall be delivered every three (3) months, beginning with the first month of each quarter of a year, (the “**Reporting Period**”) unless it is on subjects that are not by their nature compatible with a Reporting period. In such case reports shall be delivered when relevant.

4.3 Reports

- 4.3.1 The Customer and Thales shall initially agree on the type and structure of the information provided in a report for a particular Service.

The report format should be reviewed by the Service Delivery Management Team on a periodic basis. Any changes proposed shall be agreed between the Customer and Thales.

- 4.3.2 Each Party shall be respectively responsible to store reports for future reference.

4.4 Reporting Procedure

- 4.4.1 Thales shall provide the Program Management Reports no later than fifteen (15) Business Days after the end of the concerned Reporting Period unless agreed otherwise or stated otherwise in the Agreement. Each Program Management Report shall be subject to comments and amendment if agreed between Thales and the Customer.

Annex 12
GDPR Information Notice

Annex 12

GDPR Information Notice

Version	Change Date	Requesting (R) and confirming (C) Document	Description of Change
0.1	2023-05-15	R: n/a C: n/a	Initial version

Annex 12
GDPR Information Notice

Customer GDPR Information Notice

Ensuring Protection of Personal Data pursuant to the Regulation of the European Parliament and Council (EU) 2016/679 of 27th April 2016 on protection of natural persons in association with the personal data processing and on free movement of such data and on cancellation of the Directive 95/46/ES (General Data Protection Regulation); (hereinafter referred to as the “**GDPR**”)

The information below shall be interpreted in accordance with the GDPR.

1. Definition of Terms

- 1.1 **“Personal Data”** shall mean for the purposes of this Customer GDPR Information Notice and within the meaning of the GDPR, any and all information on an identified or identifiable natural person (hereinafter the “**Data Subject**”); an identifiable natural person shall mean a natural person who may be directly or indirectly identified, in particular with reference to a certain identified, such as name, identification number, location data, network identifier or to one or more special elements of physical, physiological, genetic, mental, economic, cultural and/or social identity of such a natural person.
- 1.2 **“Processing”** shall mean for the purposes of this Customer GDPR Information Notice and within the meaning of the GDPR any operation or a set of operations with personal data or sets of personal data which is made with the use of automated procedures or without the use of automated procedures, such as collecting, recording, organizing, structuring, storage, adaptation or alteration, retrieving, consulting, use, disclosure by transmitting, dissemination and/or any other disclosure, alignment or combination, restriction, deletion or destruction.
- 1.3 **“Controller”** shall mean for the purposes of this Customer GDPR Information Notice and within the meaning of the GDPR the natural person or legal entity, public authority, agency or another entity which by himself/herself/itself or together with others determines the purposes and means of personal data processing ; if such purposes and means of such processing are determined by the law of the Union or of a member state, such law may determine the Controller in question or the special criteria for determination of such a Controller. Controller within the sense of this Customer GDPR Information Notice to the Contract is ANS CR.
- 1.4 **“Processor”** shall mean for the purposes of this Customer GDPR Information Notice and within the meaning of the GDPR the natural person or legal entity, public authority, agency or another entity processing the personal data on behalf of the Controller. Processor within the sense of this Customer GDPR Information Notice is Thales.
- 1.5 **“Sub-Processor”** shall mean for the purposes of this Customer GDPR Information Notice and within the meaning of the GDPR the natural person or legal entity, public authority, agency or another entity (with the exception of the Processor’s employee) who processes the personal data on the basis of an authorization from the Processor on behalf of the Controller.
- 1.6 **“Personal Data Security Breach”** shall mean for the purposes of this Customer GDPR Information Notice and within the meaning of the GDPR a security breach which leads to accidental or unlawful destruction, loss, change or unauthorized provision or disclosure of the transferred, stored or otherwise processed personal data.

Annex 12
GDPR Information Notice

2. Subject of Processing

- 2.1 The subject of personal data processing are data related to communication as the legitimate interest of the Customer and Thales to fulfil their contractual obligations, in accordance with the art. 6 (1) b) of the GDPR.
- 2.2 The personal data processed are the identity details and contact information of the Controller's representative.

3. Nature and Purpose of Processing

- 3.1 The personal data subject to processing are defined as follows:
name(s),
surname(s),
contact details, esp. e-mail address, phone number of the Controller's representative.
- 3.2 Purpose of the processing is general communication, exchange of contractual information, sending of written notices and invoices, and other types of communication exchange necessary for the execution of the Agreement and/including Project Governance (Annex 11).

4. Duration of Processing

- 4.1 The personal data shall be processed for specific purpose as defined in article 3.2. All personal data subject to art. 3.1 provided are to be kept during the Term of the Agreement, unless replaced by a new personal data.
- 4.2 Each Processor (and Sub-Processor), may, beyond the framework stipulated in the Agreement, process the Personal Data to the extent required in the relevant legal regulations, and namely only to the extent and for the period of time which is requested in such legal regulations. Furthermore, the Processor has to ensure that such Personal Data will be processed only to the extent and for the purposes mentioned in the applicable legal regulations and that they will be treated as Confidential Information.
- 4.3 When the duration of Processing expired by replacement specified in article 4.1 or Termination of the Agreement, the Processor is obliged to destroy personal data in line with article 9 without delay.

5. Processor's Obligations

- 5.1 The Processor has to observe all the applicable legal regulations governing data protection, in particular the GDPR.
- 5.2 The Processor must not process the personal data provided by the Controller in any other way and for any other purpose than in conformity with the documented instructions by the Controller, unless the processing is required by the legal regulations in force which apply to such Processor. In this event, the Processor shall notify the Controller of such a legal requirement even before the processing of such personal data.
- 5.3 The Processor shall immediately notify the Controller in the event if, in the Processor's opinion, a certain instruction breaches the GDPR or other regulations of the European Union or of any member state related to personal data protection.
- 5.4 The Processor has to ensure that the persons authorized to process personal data are committed to confidentiality, unless the statutory obligation of confidentiality already applies to them.

Annex 12

GDPR Information Notice

5.5 Taking into account the state of the art, the implementation costs, nature, extent, context and purposes of processing as well as the different levels of probability and differently serious risks to rights and freedoms of Data Subjects, the Controller and the Processor shall make suitable technical and organizational measures to ensure the level of security corresponding to the particular risk, including the measures indicated in Art. 32 of the GDPR.

6. Sub-Processors

6.1 In accordance with Section 105 (4) in conjunction with Section 3 of Act No. 134/2016 Coll., On Public Procurement, as amended, the Processor shall inform in writing in advance of its intention to use a Sub-Processor that the Processor has not notified during the procurement procedure, including its identification and details of the activities to be carried out by the subcontractor and the personal data processed. Identification of the Sub-Processors who will be involved in the performance of the public contract after the conclusion of the contract, the subject of activities to be performed by the Sub-Processor and the personal data processed shall be communicated by the Processor to the Controller prior to commencement of performance by the Sub-Processor concerned.

6.2 If the Processor negotiates with a Sub-Processor to carry out activities or process personal data within the meaning of this Customer GDPR Information Notice, the Processor shall enter into a contract or other legal act with the Sub-Processor giving rise to the same rights and obligations in relation to the personal data processing as set out in here. In particular, it is necessary to provide sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing complies with the requirements of the GDPR.

6.3 With respect to each Sub-Processor, the Processor:

6.3.1. shall make every reasonable effort to verify that the Sub-Processor provides the level of personal data protection as required in the Agreement;

6.3.2. shall make sure that if the Sub-Processors are chained, the mutual rights and obligations related to personal data protection are regulated with a written agreement containing the terms and conditions granting at least the same level of personal data protection as those stated in this Amendment and/or in the Agreement, and that they comply with the requirements of Article 28 of the GDPR;

6.3.3. if personal data processing is performed by a Sub-Processor who is seated outside the EEA and, at the same time, the country where such Sub-Processor is seated was not marked by the European Commission as a country providing sufficient level of protection, the Processor shall not share and process personal data with such Sub-Processor.

6.4 The Processor has to make sure that each Sub-Processor performs the duties resulting from this Customer GDPR Information Notice, which applies to the processing of personal data performed by such Sub-Processor as if the Processor were the party to such Contract instead of the Processor.

7. Exercise of the Data Subject's Rights

7.1 The Processor

7.1.1. shall immediately notify the Controller, if the Processor (or any Sub-Processor) receives a request from the Data Subject aiming at the exercise of the Data Subject's Rights pursuant to the GDPR; and

7.1.2. shall make sure that the Processor (or any Sub-Processor) will not reply to requests aiming at the exercise of the Data Subject's Rights pursuant to GDPR in another way than

Annex 12
GDPR Information Notice

in conformity with the Controller's written instruction and/or to the extent as required in conformity with the applicable legal regulation. In this event, however, the Processor shall notify the Controller of such a legal requirement even before the Processor (or Sub-Processor) replies to such request.

8. Personal Data Security Breach

- 8.1 The Processor shall inform the Controller without undue delay if the Processor or any Sub-Processor identifies a personal data security breach, and shall give sufficient information to the Controller to enable compliance with all the obligations to notify or inform the Personal Data Subject on Personal Data Security Breach pursuant to the legal regulations on personal data protection in force.
- 8.2 The Processor is obligated to cooperate with the Controller and to adopt the financially reasonable measures as instructed by the Controller in order to assist in investigation, mitigation and rectification of any such Personal Data Breach.
- 8.3 In the absence to perform obligations described under articles 5-9, the Processor shall be in breach.

9. Destruction of Personal Data

- 9.1 In the event of Termination of the Agreement or in the event of termination of personal data Processing under the Agreement for other reasons, the Processor shall immediately, but no later than within 15 days, delete all the personal data (including copies thereof).

10. Inspection

- 10.1 The Processor shall disclose upon request any information necessary to prove compliance with this Customer GDPR Information Notice, and shall enable and shall assist at audits and inspections performed by any auditor authorized by the Controller. The Processor shall ensure such cooperation with its subcontractors.
- 10.2 The information rights and the rights of inspection of the processing of the Personal Data of the Controller are only established when, under the Agreement, such information is not provided to the Controller and no rights to audit are resulting for the Controller which would comply with the requirements resulting from the applicable legal regulations (including the possible provision of Article 28, par. 3, letter h) of the GDPR).
- 10.3 The Controller shall notify the Processor of the inspection reasonably in advance before the Personal Data processing inspection is initiated. Furthermore, the Controller shall make reasonable efforts so that the inspection does not result in damage occurrence, excessive disturbance on the premises, of the equipment, staff and Processor's activities. The Processor is not obligated to enable access to his/her/its premises during inspection only in the event that
 - 10.3.1. the person performing the inspection fails to submit the identity document and authorization to perform the inspection;
 - 10.3.2. The inspection is performed outside the ordinary working hours, unless to meet its purpose, the inspection requires to be performed outside the ordinary working hours and the inspector notified the Processor in advance (during ordinary working hours) that this was such a case.

Annex 12
GDPR Information Notice

Thales GDPR Information Notice

The purpose of the present privacy notice is to inform you, in particular, about the nature of the processing of your personal data related to the TopSky – ATC One Upgrade and Service Agreement (“Agreement”) entered into between ANS CR and Thales LAS France SAS (“Thales”) and your data protection related rights.

The protection of your personal data is of high importance to Thales LAS France SAS (hereinafter referred to as “Thales”), therefore Thales takes all due care to ensure that your personal data is processed lawfully.

In the context of the business relationship between Thales and ANS CR, Thales, acting as data controller, will process your “Identification data” and “contact details”, obtained from ANS CR.

1. Data Controller

Name: **Thales LAS France SAS**
Seat: 2, Avenue Gay Lussac, 78990 Elancourt, France.
Contact details: Tel: +33 (0)1 79 61 10 00
Data Protection Officer: dataprotection@thalesgroup.com

2. Purpose and legal basis of the processing, retention period

Please find detailed information below on the data processing activities of Thales. In each case, ANS CR is the source of the below indicated personal data.

AFFECTED PERSONAL DATA	PURPOSE OF THE PROCESSING	LEGAL BASIS	RETENTION PERIOD
identification data, contact details	to invoice the contractual fee to ANS CR as set out in the Agreement	Art. 6 (1) b) GDPR – the legitimate interest of Thales to fulfil its contractual obligations	10 years after the termination of the Agreement
identification data, contact details	to supply the services provided by Thales in line with the Agreement	Art. 6 (1) b) GDPR – the legitimate interest of Thales to fulfil its contractual obligations	5 years after the termination of the Agreement
identification data, contact details	to manage the contractual relationship (including the correspondence between ANS CR and Thales)	Art. 6 (1) b) GDPR – the legitimate interest of ANS CR to fulfil its contractual obligations	5 years after the termination of the Agreement

Annex 12

GDPR Information Notice

3. Recipients

In the context of such processing as mentioned in Art. 2, the recipients of all or part of your personal data will be the personnel of Thales and other entities of its group in charge of the management of the Agreement entered into with ANS CR, as well as some personnel of third parties which provide services to Thales, in particular in relation to its information systems, all such recipients being located within the European Economic Area.

4. Data transfers

The sharing of your personal data with certain recipients may imply transfers of your data out of the European Economic Area (EEA). Thales pays particular attention to the protection of your personal data. Thus, where such transfers out of the EEA shall take place, Thales first implements appropriate safeguards by signing the standard contractual clauses of the European Commission with the entity out of the EEA which processes your personal data. You can obtain a copy of such clause by addressing your request to Thales.

5. Data Subjects' rights

With regard to the processing activities indicated under Section 2, you have the rights detailed below. In order to exercise any of these rights, please contact us at the contact details indicated under Section 1.

RIGHT	WHAT DOES IT MEAN?
Right to access	You have the right to access your personal data, including requesting information on whether we process your data, which data are processed, etc.
Right to rectification	You have the right to the correction of your personal data. This enables you to ask that any incomplete or inaccurate data we hold about you be corrected.
Right to erasure	Subject to certain conditions and in certain cases, you have the right to the erasure of your personal data. This means that you may request that we delete your personal data that we may have processed unlawfully or where the use of your data is no longer needed for a purpose. Please keep in mind that we may not be able to meet your request for specific legal reasons that will be notified to you, if applicable.
Right to restriction of the processing	You may also request the restriction of the processing of your personal data. For instance, you may request that we suspend the processing of your personal data where our use of the data is unlawful but you do not want us to delete it.
Right to object	Importantly, when we process your data on the basis of our legitimate interests you may object to such processing and request that any of those activities be stopped. In such cases we shall no longer process your personal data, unless we demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defense of legal claims.

Annex 12

GDPR Information Notice

RIGHT	WHAT DOES IT MEAN?
Right to lodge a complaint	<p>Without prejudice to any other administrative or judicial remedy that you may have (such as the right to claim compensation for damages suffered as a result of our breach of the GDPR), you have the right to lodge a complaint with the French Data Protection Supervisory Authority (Commission Nationale de l'Informatique et des Libertés "CNIL"), or another data protection supervisory authority in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of personal data relating to you infringes the GDPR.</p> <p>Contact details of CNIL:</p> <p>address: 3, place de Fontenoy, TSA 80715, 75334 Paris Cedex 07 phone: +33 (0) 1 53 73 22 22; website: www.cnil.fr</p> <p>In any case, we would highly appreciate the chance to deal with your concerns before you approach the supervisory authority above, so please contact us first if any problems.</p>

**TOPSKY - ATC ONE
UPGRADE AND SERVICE**

MULTILATERAL AGREEMENT

THIS AGREEMENT is made between:

Air Navigation Services of the Czech Republic (ANS CR), the state enterprise, a state enterprise organised and existing under the laws of the Czech Republic, having its registered office at Navigační 787, 252 61 Jeneč, Czech Republic, Company ID: 49710371, VAT Identification Number: CZ699004742, IBAN: CZ1203001712800000088153, swift code: CEKOCZPP, registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771, Represented by Jan Klas

(hereinafter referred to as the "**ANS CR**")

Fintraffic Air Navigation Services Ltd, a company organized and existing under the laws of Finland, with company registry code 2767840-1 and Postal address: P.O.Box 157, 01531 Vantaa, Finland

(hereinafter referred to as the "**FTANS**")

LENNULIIKLUSTEENINDUSE AKTSIASELTS / Estonian Air Navigation Services, a company organized and existing under the laws of Estonia, with company registry code 10341618 and with its registered office at Kanali põik 3, Rae küla, Rae vald Harjumaa 75310, Estonia

(hereinafter referred to as the "**EANS**")

(individually referred to as "**The SkyBridge Member(s)**", and collectively referred to as "**SkyBridge**"),

Of the one part,

AND

Thales LAS France S.A.S, a company organised and existing under the laws of the Republic of France, having its registered office at 2, avenue Gay Lussac, 78990 Elancourt, France

(hereinafter referred to as "**Thales**")

Of the other part

[ANS CR, EANS, FTANS and Thales individually referred to as a "**Party**" and collectively referred to as the "**Parties**"]

1. PREAMBLE

SkyBridge Members wish to upgrade their respective current versions of the TopSky - ATC System to TopSky - ATC One, for this purpose, each SkyBridge Member has entered into a separate "TopSky ATC- One upgrade and service agreement" with Thales referenced ANS-108616 for Fintraffic , 2025/3-1/120 for EANS and 327/2025/IS/039 for ANS CRand dated 22th of December 2025 ("**The Contract**" or collectively "**The Contracts**").

- 1.1. This Agreement is entered into by each SkyBridge Member to collectively procure the product upgrade and services mentioned above from Thales and to set out the principles governing the coordinated execution of the SkyBridge respective Contracts with Thales, to ensure that SkyBridge Members act jointly and in good faith in the spirit of cooperation, except for limited and expressly agreed individual obligations, listed herein. If any future modification of a Contract would be not applicable for all SkyBridge Members, the Parties undertake to modify this Agreement to include such individual rights and obligations.

2. SUBJECT MATTER

- 2.1. Where a Contract references a Customer, as defined therein, the term Customer shall be interpreted as SkyBridge, except in regard to the provisions of the Contracts referred to in Article 6, herein ("**Exceptions**"). Meaning that the rights and obligations arising from the Contract shall be exercised and fulfilled by SkyBridge aside from the Exceptions, which shall be carried out by a SkyBridge Member individually on a bilateral basis with Thales.
- 2.2. The Parties shall appoint contact persons, whose list, including rights and obligations, will be included in the Program Management Plan (PMP) ("**Contact Persons**"). The Parties may change a Contact Person by a written notice sent to the other Parties, effective as of the date of its delivery; such a change does not require conclusion of an amendment to this Agreement.

3. TERM

- 3.1. This Agreement is intended to complement, and not replace, the bilateral Contracts entered separately between Thales and each SkyBridge Member. The provisions of this Agreement shall prevail over the bilateral Contracts with respect to the collective obligations and cooperation principles governing the alliance among the Parties.
- 3.2. This Agreement shall enter into force on the date of its signature by all the Parties and shall remain in full force and effect as long as at least one of the Contracts remains valid and in effect; this Agreement shall automatically terminate when none of the Contracts remain valid and in effect.
- 3.3. If a Contract with a SkyBridge Member expires or is terminated, such SkyBridge Member ceases to be a party to this Agreement effective as of the date of the expiration or termination of the Contract.

4. CONFIDENTIALITY

- 4.1. Disclosure by either Party of proprietary and confidential information and data to the other Parties pursuant to this Agreement shall be governed by the provisions of confidentiality attached hereto in the Appendix 1.
- 4.2. The expiration or termination of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by paragraph 5 of the Appendix 1 with respect to the use and protection of the Proprietary Information (as defined in the Appendix 1) received prior to the date of expiration or termination of this Agreement; such obligations shall continue for the period applicable as set forth in said paragraph.
- 4.3. This Agreement and the Parties' rights and obligations shall be kept confidential and shall not be disclosed by either Party without the prior written consent of the other.

- 4.4. The Parties agree that this Confidentiality clause and the one presents into the Contracts should not generate two different claims based on the same breach of confidentiality.

5. LIABILITY

- 5.1. Nothing in this Agreement shall be interpreted as constituting joint and several liability between the SkyBridge Members. Each SkyBridge Member shall be solely liable for own proper performance under this Agreement and The Contract.

6. CHANGE OF SKYBRIDGE STRUCTURE

- 6.1. If the number of SkyBridge Members participating in this Agreement **decreases** during the **Access Period** as a result of the termination of a Contract in accordance with **Article 19.2 of a Contract “Termination due to legal proceedings”** or **19.4 of a Contract “ Termination by Thales for Material Breach of the Customer”**:

- a) the continuing SkyBridge Members and Thales shall negotiate in good faith a revision of the uninvoiced parts of the Access Fee and Operational Fee stated in Annex 4 (Price and Invoicing Schedule) of the Contracts, while the renegotiated Access Fee and Operational Fee cannot be lower than those applicable under that Annex 4; and
- b) the prices of Additional Services not shared between the exiting SkyBridge Member and continuing SkyBridge Members shall remain unchanged; and
- c) the prices of Additional Services shared between the exiting SkyBridge Member and the continuing SkyBridge Members shall be renegotiated in good faith with the continuing SkyBridge Members.

- 6.2. If the number of SkyBridge Members **decreases** for any reason contemplated by a Contract, except for the Article 19.5 of a Contract “Termination by the Customer for Material Brach of Thales” therein (in which case the prices are unaffected), during the **Operational Period**:

- a) the continuing SkyBridge Members and Thales shall negotiate in good faith a revision of the Operational Fee stated in Annex 4 (Price and Invoicing Schedule) of the Contracts, while the renegotiated Operational Fee cannot be lower than the Operational Fee applicable under that Annex 4 and effective sooner than the date when the number of SkyBridge Members has decreased; and
- b) the prices of Additional Services not shared between the exiting SkyBridge Member and continuing SkyBridge Members shall remain unchanged; and
- c) the prices of Additional Services shared between the exiting SkyBridge Member and the continuing SkyBridge Members shall be renegotiated in good faith with the continuing SkyBridge Members.

- 6.3. If the number of SkyBridge Members **increases** during the **term of this Agreement**:

- a) Thales undertakes that a bilateral contract between Thales and the new SkyBridge Member is substantially similar to the Contracts save for Exceptions;
- b) the new SkyBridge Member shall become a Party to this Agreement through a written amendment to this Agreement signed by all Parties;
- c) Thales will negotiate in good faith with the new SkyBridge Member the Access Fee and prices for Additional Services specific to the new SkyBridge Member, without changes to the existing SkyBridge Members Access Fee and prices of Additional Services not shared with the new SkyBridge Member;

- d) the Parties shall negotiate in good faith a revision of the Operational Fees stated in Annex 4 (Price and Invoicing Schedule) of the Contracts, while the renegotiated Operational Fees for the existing SkyBridge Members cannot be higher than the Operational Fees applicable under that Annex 4;
- e) Prices for Additional Services that are not shared with the new SkyBridge Member remain unchanged;
- f) The Parties shall renegotiate in good faith a revision of the prices for Additional Services that become shared with the new SkyBridge Member while the renegotiated prices for such Additional Services for the existing SkyBridge Members cannot be higher than the previous prices.

6.4. The following **Articles and Annexes** of the Contract or their specified provisions are considered Exceptions during the **whole Term** of the Contract:

- a) Article 4: Price and Payment Terms (including, for avoidance of doubt, Article 4.2.6: Bank Guarantee);
- b) Article 10: Site Access;
- c) Article 11: Force Majeure;
- d) Article 12: Excusable Delay, only when the obligation triggering the Excusable Delay is expressly mentioned in the Contract as an obligation of an individual SkyBridge Member;
- e) Article 14: Notices;
- f) Article 15: Intellectual Property Rights;
- g) Article 18: Liability;
- h) Article 19: Termination;
- i) Article 20: Insurance;
- j) Article 22: Dispute Resolution;
- k) Article 23: Changes, except Article 23.2 and 23.5;
- l) Article 24: Legacy Agreements;
- m) Article 27: Personal Data Protection;
- n) *Annex 3.4.1a: Hardware Purchase;*
- o) *Annex 3.4.1b: Hardware Purchase;*
- p) *Annex 4 Price and Invoicing Schedule;*
- q) *Annex 12 GDPR Information Notice.*

6.5. The following **Articles and Annexes** of the Contract or their specified provisions are considered Exceptions during the **Access Period** only:

- a) For ANS CR only, Article 13: Remedies for Late Delivery and Service Level Breaches, as per Article 1.4 of Annex 13;
- b) *Annex 3.1.4.5 Support to Transition during the Access Period: Support to Transition;*
- c) *Annex 3.1.2 Initial Cybersecurity Risk Assessment: Cyber Risk Assessment;*
- d) *Annex 3.1.4.1 Configuration during the Access Period:*
 - i) External Interfaces Parametrisation (Technical Parameter Folder);
 - ii) HMI configuration (1 for EANS + FTANS and 1 for ANS CR);

- e) *Annex 3.1.5 Regulatory Monitoring and Reporting during the Access Period*: Regulatory Monitoring;
- f) *Annex 5: Delivery Schedule*: the following milestones:
 - i) HW Installed #1 EANS;
 - ii) HW Installed #1 FTANS;
 - iii) HW SAT #1 EANS;
 - iv) HW SAT #1 FTANS;
 - v) TST/TRG ready FTANS/EANS;
 - vi) Integ SAT #1 EANS;
 - vii) Integ SAT #1 FTANS;
 - viii) HW Delivery #1 ANS CR;
 - ix) TST/TRG ready ANS CR;
- g) *Annex 6 Test and Acceptance*:
 - i) Hardware Site Acceptance Test;
 - ii) Software Integration activities and Site Integration Acceptance Test (EANS & FTANS only);
- h) For ANS CR only Annex 13: Performance Management Framework.

6.6. The following **Annexes** of the Contract or their specified provisions are considered Exceptions during the **Operational Period** only:

- a) *Annex 3.2.1.2.3 Dataset support during the Operational Period*: Dataset support (EANS & FTANS only);
- b) *Annex 3.2.1.2.5 Support to Transition during the Operational Period*: Support to Transition;
- c) *Annex 3.2.2.4 Cybersecurity health check*: Cyber Health Checks;
- d) *Annex 3.2.2.5 Regulatory Monitoring and Reporting during the Operational Period*: Regulatory Monitoring;
- e) *Annex 5: Delivery Schedule* – the following milestones:
 - i) HW SAT #1 ANS CR;
 - ii) Integration SAT #1 ANS CR;
- f) *Annex 6 Test and Acceptance*:
 - i) Hardware Site Acceptance Test (ANS CR only);
 - ii) Software Integration activities and Site Integration Acceptance Test (ANS CR only).

6.7. Notwithstanding the aforementioned, all provisions regarding **Additional & Optional Services** or rights and obligations of the Parties related thereto are considered Exceptions, unless otherwise agreed by the Parties, aside from:

- a) *Annex 3.4.2 Mono-FIR&bi-FIR configurations*: Configuration MonoFir-BiFir configuration (EANS & FTANS only);
- b) *Annex 3.4.6 Intermediate SW release deployment*: Intermediate Software Release.

6.8. Annexes may cover Exceptions specifically thus differently from this Article 6. If an Annex explicitly mentions rights and/or obligations of an individual Party, such provision has precedence over this Agreement. The Parties may agree on different Exceptions in writing without a need to conclude an amendment to this Agreement.

7. MISCELLANEOUS

7.1. **Applicable Law.** This Agreement shall be governed by and shall be interpreted in accordance with Belgian law, excluding its conflict of law provisions.

7.2. **Entire Agreement.** This Agreement (including its Annexes) contains the entire agreement between the Parties on the subject matter and supersedes all prior discussions, understanding or agreements implied, oral or written, of any nature whatsoever relating to the same subject matter, provided that any Non-Disclosure Agreement entered into between the Parties prior to, and in anticipation of, the execution of this Agreement shall continue to apply to any confidential information disclosed thereunder before its effective date.

7.3. **Partial Invalidity.** If any part of this Agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of this Agreement shall not be affected and this Agreement shall be read as if that part had been deleted.

7.4. **Assignment.** A Party may not assign or novate any of its benefits, rights and remedies and/or transfer any of its obligations under the Agreement to any other third party without the prior written consent of the other Party.

7.5. **Legal Successors.** This Agreement is binding on each of the Parties' successors and permitted assigns.

7.6. **No Partnership.** This Agreement shall not constitute or be deemed to constitute any partnership or any other formal business organization or legal entity between the Parties. Each Party shall act as an independent contractor and not as the agent of the other.

7.7. **No Waiver.** The fact that one of the Parties does not claim a breach by the other Party of any of the obligations referred to in the Agreement shall not be construed as a waiver of the obligation in question.

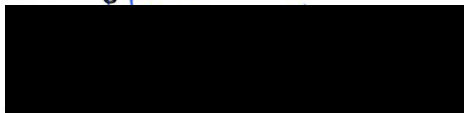
7.8. **Signature.** In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives. If the Agreement is signed electronically, it has to be signed by a qualified electronic signature pursuant to Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

Thales LAS France SAS



Date: ..22/12/2025.....

Air Navigation Services of the Czech Republic



Date: ..22nd December 2025.....

LENNULIIKLUSTEENINDUSE AKTSIASELTS / Estonian Air Navigation Services



..1000 VABU.....

Date: ..22.12.2025.....

Fintraffic Air Navigation Services Ltd



Date: ..22/12/25.....

APPENDIX 1

CONFIDENTIALITY PROVISIONS

During the course of the Agreement to which this Appendix belongs, it may become desirable or necessary for the Parties to disclose to each other certain technical or business information of a proprietary or confidential nature, hereinafter referred to as Proprietary Information; and the purpose of this Appendix 1 is to set forth the conditions of such disclosure of Proprietary Information and the rules governing the use and the protection thereof.

1. As used in this Appendix 1, the term "Proprietary Information" shall mean any information or data disclosed by any Party to another Party, pursuant to the Agreement, either in writing or orally, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, samples, models or any means of disclosing such Proprietary Information that the Parties may elect to use during the term of this Agreement.
2. Nothing in this Appendix 1 may be construed as compelling any Party hereto to disclose any Proprietary Information to another Party, or to enter into any further contractual relationships.
3. Each Party, to the extent of its right to do so, shall disclose to the other Parties only such Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of the Agreement and the Contracts as set out in the preamble of the Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves is not contrary to the laws and regulations of their respective countries.
4. Any information or data in whatever form disclosed by either Party to the others and which is designated as proprietary by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party, shall be subject to the relevant terms and conditions of this Appendix 1.
5. The receiving Parties hereby covenants that, for a period of ten (10) years from the Effective Date of the Agreement, the Proprietary Information received from the disclosing Party shall:
 - (a) be protected and kept in strict confidence by the receiving Parties which must use the same degree of care and safeguards as it uses to protect their own Proprietary Information of like importance, but in no case any less than reasonable care;
 - (b) be only disclosed to and used by those persons within the receiving Parties organization who have a need to know and solely for the purpose specified in this Agreement and the Contracts;
 - (c) not be used in whole or in part for any purpose other than the purpose of the Agreement and the Contract as specified in the preamble of this Agreement without the prior written consent of the disclosing Party;

- (d) not be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing Party.
6. Any Proprietary Information and copies thereof disclosed by any Party to another Party shall remain the property of the disclosing Party and shall be returned by the receiving Parties immediately upon request.
7. Notwithstanding the foregoing, the receiving Parties shall have no obligations or restrictions with respect to any Proprietary Information which the receiving Parties can prove:
- (a) has come into the public domain prior to or after the disclosure thereof and in such case through no wrongful act of the receiving Parties; or
 - (b) is already known to the receiving Parties, as evidenced by written documentation in the files of the receiving Parties; or
 - (c) has been lawfully received from a third party without restrictions or breach of the Agreement; or
 - (d) has been or is published without violation of the Agreement; or
 - (e) is independently developed in good faith by employees of the receiving Parties who did not have access to the Proprietary Information; or
 - (f) is approved for release or use by written authorization of the disclosing Party; or
 - (g) is not properly designated or confirmed as proprietary.
8. Any Proprietary Information disclosed by the Parties under the Agreement which is Classified Information shall be identified by the disclosing Parties as Classified Information at the time of disclosure and the disclosure, protection, use and handling of such information shall be in accordance with the security procedures prescribed by the appropriate Government.
9. It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Proprietary Information under the Agreement by any Party to another Party shall not be construed as granting to the receiving Parties any rights whether expressed or implied by licence or otherwise on the matters, inventions or discoveries to which such Proprietary Information pertains or any copyright, trademark or trade secret rights.
- The property in all information and/or data disclosed by either Party to the others pursuant to the Agreement shall, subject to any right of any other owner, rest with the disclosing Party.
10. The end or termination of the Agreement shall not relieve the receiving Parties of complying with the obligations imposed by Paragraph 5 hereof with respect to the use and protection of the Proprietary Information received prior to the date of the termination or end of the Agreement. Such obligations shall continue for the period applicable as set forth in said Paragraph.