

**CONTRACT ON THE PROVISION OF A BAGGAGE RECONCILIATION SYSTEM (BRS) AND RELATED
SERVICES**

Letiště Praha, a. s.

as the Customer

and

SITA B.V. - organizační složka pro Českou republiku

as the Contractor

Customer's filing number of the Contract:
0227013120

Contractor's filing number of the Contract:

CONTRACT ON THE PROVISION OF A BRS (BAGGAGE RECONCILIATION SYSTEM) AND RELATED SERVICES (hereinafter the “Contract”):

Letiště Praha, a. s.

With its registered office at: Praha 6, K letišti 1019/6, postal code 161 00

incorporated in the Commercial Register administered by the Municipal Court in Prague, Section B, Entry 14003,

registration number: 282 44 532,

VAT No.: CZ699003361,

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.,

Account number 801812025/2700,

(CZK):

(hereinafter “**Customer**”)

and

SITA B. V. - organizační složka pro Českou republiku

With its registered office at: V Parku 2323/14, Prague 4, 148 00, Czech Republic,

registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, Insert 43589,

Registration number: 70899061,

VAT No.: CZ 70899061,

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.,

Account number 1387935218/2700,

(CZK):

(hereinafter “**Contractor**”)

The Contractor and the Customer are hereinafter collectively referred to as “**Parties**” or individually as a “**Party**”.

Whereas:

- (A) The Customer declares that the system defined in the subject matter of the Contract will form part of the Prague Airport Basic Information System (hereinafter referred to as “Z-IS LP”), which has been determined to be a basic service information system in accordance with Act No. 181/2014 Coll., on Cyber Security and on the Amendment to Related Acts (The Cyber Security Act), as amended (hereinafter referred to as the “CSA”).
- (B) The Customer regards the Contractor supplying the system defined in the subject matter of the Contract as an important supplier in accordance with Decree No. 82/2018 Coll., on security measures, cyber security incidents, reactive measures, cyber security reporting requirements and data disposal (the Cyber Security Decree), as amended (hereinafter “Decree”).

Pursuant to Act No. 89/2012 Coll., the Civil Code, as amended, the Parties have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1. The following expressions in this Contract have the meaning defined in this Art. 1.1, it being understood that they are always capitalized in the text of the Contract:

- 1.1.1. **“Acceptance”** means the moment at which the Parties have signed the Acceptance Protocol hereunder. An Acceptance Protocol template is provided in Annex 3 hereto.
- 1.1.2. **“Author’s Work”** means any result of the Contractor’s activity created while carrying out Modifications under this Contract, which shows the characteristics of work protected under the Copyright Act.
- 1.1.3. **“Authorized Acquisition of Package Software License”** means the acquisition of Package Software License by the Customer by accepting a proposal to enter into a contract on the provision of a License to Package Software by which the author of the Package Software or an executor of the author’s property rights refers to an indeterminate circle of persons by
- (i) removal of the packaging of the tangible carrier on which the Package Software is recorded or by opening the Package Software Package (a shrink-wrap license); or
 - (ii) registration of Package Software on the website of the author of the Package Software or of the executor of the author’s property rights (a hyperlink license - browse-wrap license), or
 - (iii) inserting an activation number or clicking when installing Package Software (a click-wrap license); or
 - (iv) signing an acceptance form under which Package Software will be delivered to the Customer, or
 - (v) as described in Annex 2 hereto.
- 1.1.4. **“Availability”** means the period for which a Category A defect has not been notified to the System.
- 1.1.5. **“BRS”** means an information system which is part of the subject of matter of the Public Contract. The technical description of the BRS Information System is provided in Annex 2 and in the Documentation. The purpose of BRS baggage reconciliation is to compare data retrieved from baggage tags with data contained in the incoming Baggage Source Message (BSM according to IATA RPC 1745) to aid in the processing and distribution of airport operational data. The BRS technical specifications are provided in Annex 2 and in the Documentation.
- 1.1.6. **“CAODB/ISH”** means the central airport operational database/integration service hub, which is one of the BRS data sources and endpoint through the Interface. CAODB/ISH is administered by the Customer and therefore, it is not subject to the performance hereunder.
- 1.1.7. A **“Category A Defect”** means the most serious defect manifested by the fact that:

- (a) the System contains legal defects, or
- (b) the System or any part thereof does not have the properties expressly referred to in this Contract or specified in the Documentation, or
- (c) the System or any part thereof is entirely non-functional or shows such abnormal behaviour that makes it difficult to use the Customer's system or other operating systems interconnected with any of the System's components, or
- (d) The system must be switched to Emergency Operation.

1.1.8. A "**Category B Defect**" means a defect manifested by

- (a) the use or functionality of the System, or any part thereof, being limited by the Defect, or
- (b) any function of the System not being usable.

1.1.9. A "**Category C Defect**" means a defect which the Contracting Authority does not classify as either a Category A or B defect and

- (a) does not impede or has only a minimal impact on the normal usage or functionality of BRS, or
- (b) a request to trace operational information and statuses from the System logo, or,
- (c) a request to analyse or to create a report on the behaviour of the System or any part thereof.

1.1.10. "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended, or a legal regulation replacing it in full or in part.

1.1.11. "**Confidential Information**" has the meaning set forth in Art. 12 hereof.

1.1.12. "**Continuous Information Period**" means the frequency of provision of continuous information on the removal of Defects that the Contractor is obliged to provide to the Customer.

1.1.13. The "**Copyright Act**" means Act No. 121/2000 Coll., on copyright, on rights related to copyright and on amendments to certain acts, as amended, or a legal regulation replacing this Act in full or in part.

1.1.14. "**Defect**" means (i) legal defects in the System, or (ii) a discrepancy between the actual properties of the System and the properties set forth in this Contract and/or in the Documentation, or (iii) any functional deviation of the System from the standard functional properties described in the Contract and/or in the Documentation, which negatively affects its operability or functionality.

1.1.15. "**Documentation**" means the documentation related to the System, in particular, (i) a communication scheme including a description of the system's hardware components, IP addresses and communication ports, and (ii) other documentation detailing the functionality and technical parameters of the System, including in updated form after the Handover of the relevant Ordered Performance.

- 1.1.16. **“Handover”** means the day on which the Parties sign the Handover Report.
- 1.1.17. **“Handover Report”** means the report on the handover and acceptance of the Ordered Performance signed by both Parties.
- 1.1.18. **“Hardware”** means technical equipment defined in Annex 2 hereto, or technical equipment delivered as part of the Ordered Performance under this Contract.
- 1.1.19. **“HHT”** means mobile Hand-Held Terminals that are used by BRS end users to retrieve baggage tags and to enter/obtain information about the reconciliation process, including charging/docking stations and wearable scanning equipment (hereinafter referred to as **“HHT Accessories”**). The technical specifications of HHTs and HHT Accessories are provided in Annex 2 hereto.
- 1.1.20. **“Implementation”** means the Installation and Integration of the System at the Place of Performance and its full commissioning and adaptation of the System to the Customer’s specific needs, especially by setting customized parameters.
- 1.1.21. The **“Insolvency Act”** means Act No. 182/2006 Coll., on Bankruptcy and Settlement, as amended, or any other legal regulation under which the bankruptcy and insolvency of one of the Parties is determined.
- 1.1.22. **“Installation”** means
- (i) in the case of hardware performance, all activities necessary to put into operation the relevant hardware equipment, including, but not limited to, its connection to the power network at a location designated by the Customer and its interconnection with other hardware equipment within the System,
 - (ii) in the case of computer program performance, all activities necessary to put them into operation on a platform designated by the Customer or supplied by the Contractor.
- 1.1.23. **“Integration”** means the material and functional interconnection of the Ordered Performance with another element and/or piece of software and/or hardware used by the Customer.
- 1.1.24. **“Intellectual Property rights”** means all patents, copyrights, rights to industrial designs, trademarks, trade names and business names, protected designations of origin, rights related to copyright, special rights of database makers, trade secrets, know-how and all other intellectual property rights of any nature (whether registered or unregistered), including any applications and exclusive rights to apply for protection of any of the above items anywhere in the world.
- 1.1.25. **“Interfaces”** are technical solutions permitting data exchange between the System and other applications and data sources.
- (a) An interface with the CAODB/ISH will be used for transmitting information on planned and current flights to BRS and for transmitting baggage data from the BRS system to CAODB/ISH. The technical and functional specifications of the CAODB/ISH interface are provided in the Documentation, and this interface meets the minimum requirements set out in Annex 2 hereto.

- (b) The Bag Message interface is used for transferring operational messages about checked-in and reconciled baggage. These include messages according to IATA RPC 1745; the interface is bidirectional when BSM, BUM, BDM and other messages are transmitted into BRS, and BPM, BMM and other messages are transmitted from BRS to Bag Message.
- (c) The interface with the Customers data warehouse (EDW) is used for exporting the baggage and statistical data on regular basis. The technical and functional specifications of the EDW interface are provided in the Documentation, and this interface meets the minimum requirements specified in Annex 2 hereto.
- (d) The optional interface to WorldTracer.

1.1.26. **“Invoice”** means a tax document issued by the Contractor, the requirements of which are stipulated by Act No. 235/2004 Coll., on value added tax, as amended.

1.1.27. **“Label Printers”** means printers for thermal printing of self-adhesive labels with a LAN interface, allowing for the printing of self-adhesive labels that are used to label cargo trucks and containers. The technical specifications of the Label Printers are provided in Annex 2 hereto.

1.1.28. **“License”** means the right to use Software, Package Software, or an Author’s Work.

1.1.29. **“Migration”** means a process involving the conversion of data into a mutually approved format and structure from the existing Software to an updated Software or Software of a higher version. Data migration can also include preparation and testing.

1.1.30. **“Mobile Terminal Application”** means the BRS user interface for HHTs devices that are used by BRS end users to retrieve baggage tags and to enter/obtain information about the reconciliation process. The technical and functional specification of the Application for Mobile Terminals is provided in Annex 2 and further in the Documentation.

1.1.31. **“Mobile Application”** means the BRS user interface for Android mobile devices that are used by BRS end users to obtain information about the reconciliation process. The technical and functional specification of the Application for Mobile devices is provided in Annex 2 and further in the Documentation.

1.1.32. **“Modification”** has the meaning set forth in Art. 7.1 hereof.

1.1.33. **“Normal Operation”** means the use of the System by the Customer where the system does not show any Defects.

1.1.34. **“Notification”** means a phone notification made by the Customer to the Contractor’s Support Centre concerning the existence of a Defect. The Customer will also confirm each phone notification by sending an e-mail notification to the Contractor’s e-mail address [REDACTED] by the end of the following working Day.

1.1.35. **“Package Software”** means software created by any third party other than the Contractor,

- (i) identified as Package software in Annex 2 to the Contract and distributed (i) in a package containing a tangible medium on which a computer program has been recorded, including documentation for the software (hereinafter

referred to as “**Package Software Package**”), or (ii) in any way leading to the Lawful Acquisition of

- (ii) Package Software, and
- (iii) the use of which is subject to its own licensing terms, and
- (iv) to which the Contractor is not entitled to grant a License or Sub-License, and
- (v) to which a License may be acquired in one of the manners of the Lawful Acquisition of a Package Software Licence.

1.1.36. A “**PC Terminal**” means workstations on a PC platform, the delivery or use of which is not the subject of this Contract, from which users of the System will access their own BRS through the System user interface. The specifications of these workplaces are provided in Annex 2 to the Contract.

1.1.37. “**Penetration Tests**” means the verification of the Software’s cybersecurity features by the Customer or a third party, involving attempts to breach the security of the Software and the data stored therein.

1.1.38. “**Place of Performance**” means the premises designated by the Customer within the area of the Prague/Ruzyně international civil airport.

1.1.39. “**Price for Ordered Performance**” has the meaning set forth in Art. 7.3.4 hereof.

1.1.40. “**Remuneration**” has the meaning set forth in Art. 10.1 hereof.

1.1.41. “**Service Hours**” means 24 hours a day, 7 days a week, 365 days a year.

1.1.42. “**Service Window**” means the time interval agreed to by the Customer, during which the Contractor performs Software Corrections and service interventions that require a reduction of the System’s operability or its total shutdown.

1.1.43. “**Services**” means the set of activities defined in Art. 5 hereof.

1.1.44. “**Software**” means computer programs used to operate the System, listed in Annex 2 hereto and in the Documentation.

1.1.45. “**Software Correction**” means modifications made to the Software in order to correct Defects.

1.1.46. “**Sub-license**” means authorization to exercise the right to use Software derived from the Contractor’s License, acquired from the person exercising the property rights of the author, including but not limited to the right of the Contractor to grant the right to use the Software to a third party.

1.1.47. “**Support Centre**” means the Contractor’s Service Support Centre located (including staffing and technical support) in the Czech Republic at phone number: +420 220 114 450, e-mail address: [REDACTED].

1.1.48. “**System**” means the set of Software, Hardware, Documentation and professional setup further specified in Art. 3.2 hereof,

- (a) that is uniformly managed and used by the Customer and is used to reconcile baggage and distribute data on reconciled baggage that enters and leaves the System via the Interface and
- (b) that includes an application for end workstations connected to the system over a LAN network and applications for mobile terminals and mobile phones connected to the system over a mobile network, or via a Wi-Fi wireless network and an Interface.

1.1.49. **“Term of Delivery of Ordered Performance”** has the meaning set forth in Art. 7.3.4 hereof.

1.1.50. **“Term of the Contract”** has the meaning set forth in Art. 11.1 hereof.

1.1.51. **“Time Limit for Removal”** means the time limit agreed to in this Contract in a binding manner, within which the Contractor is obliged to remove a reported Defect.

1.1.52. **“Time Limit for Response”** means the time limit within which the Contractor is obliged to inform the Customer, by phone at +420 2 2011 3000 (or another phone number designated for this purpose by the Customer) and e-mail at helpdesk@prg.aero (or another e-mail address designated for this purpose by the Customer), about the proper procedure to be taken to remove a reported Defect and which the Contractor’s employees will use to remove the reported Defect.

1.1.53. **“Trial Operation”** means the period of ten Working Days from the Contractor's invitation during which the Customer's environment, under real technical conditions and with actual data, will be tested in terms of the properties of the delivered Ordered Performance and the functionality according to the submitted Documentation.

1.1.54. **“Update”** means the provision of Software updates within one version of the Software (e.g. 1.1, 1.2, etc., containing removal of errors and improvements), including Installation and Migration.

1.1.55. **“Upgrade”** means the provision of new versions of the Software, particularly with expanded functionality, including Installation and Migration.

1.1.56. **“Working Day”** means any calendar day except for Saturdays, Sundays, days off and non-working days within the meaning of the applicable legal regulations of the Czech Republic.

1.1.57. **“Working Hours”** means every Working Day from 8:00 AM to 5:00 PM.

1.1.58. **“WorldTracer”** means the system for recording and tracking lost baggage. WorldTracer is not subject to the performance hereunder.

1.2. Other Definitions. Other expressions may be defined directly in the text of the Contract, with the definition of the expression being highlighted in bold and preceded by the words “hereinafter”, and each time it occurs again later in the text of the Contract, it will be capitalized.

1.3. Interpretation.

1.3.1. Words expressing only the singular include the plural and vice versa, words expressing the masculine gender include the feminine and neutral gender and vice versa, and words expressing persons include natural persons and legal entities and vice versa.

1.3.2. The headings of the articles and paragraphs of this Contract are provided for convenience only and will not be taken into account when interpreting this Contract.

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

2. SUBJECT MATTER OF THE CONTRACT

2.1. Subject Matter of the Contract. Under the terms and conditions agreed to in this Contract, the Contractor undertakes to:

2.1.1. implement the System and provide related training,

2.1.2. provide the Customer with the System and related Licenses,

2.1.3. lease to the Customer HHTs, including HHT Accessories,

2.1.4. lease to the Customer Label Printers,

2.1.5. provide Services,

2.1.6. perform Modifications to the System subject to the Customers' orders,

provide all of the above throughout the duration of the Contract and under the conditions set forth herein. The Customer undertakes to pay the Contractor Remuneration in the amount and under the conditions agreed to in Art. 10 hereof.

3. SYSTEM

3.1. The System means the provision of the Baggage Reconciliation System (BRS), allowing baggage to be confirmed for a flight by comparing incoming BSM messages with baggage tags located on the baggage through the use of BRS technical means (HHTs). Incoming BSM messages will fully comply with the current IATA RPC 1745 standard. Information on the baggage tag will be in the form of a 1D barcode (Interleave 2 of 5) or an RFID tag.

3.2. The system will consist of the following components:

3.2.1. Hardware:

(a) A server part, including data storage (specifications provided in Annex 2 hereto),

(b) HHTs, including HHT Accessories,

(c) PC terminals,

(d) Label Printers.

3.2.2. Software:

(a) A server operating system,

(b) Own BRS system - a server and database part of the System (hereinafter referred to as the "**Core BRS**"), which is considered a comprehensive license,

- (c) A BRS PC user interface software solution (24 licenses including installation, specifications below, and Annex 2 hereto),
- (d) A BRS interface Software Solution for HHTs and mobile phones (140 HHT licenses and 20 Android mobile licenses including installation, specifications below and in Annex 2 hereto),
- (e) Additional third-party SW licenses for Core BRS, PC terminals (Windows Platform) and HHTs necessary for the System's operability.

3.3. System Implementation

- 3.3.1. Implementation of the System means the provision and installation of Hardware, including the installation of all Software components (which the Customer will have the right to use hereunder).
- 3.3.2. The Customer will implement the System for its use (to the extent specified in Annex 2 and Annex 5 hereto) in the Place of Performance so that conditions necessary for Acceptance are fulfilled no later than 120 days after the signing of the Contract.
- 3.3.3. System Implementation also includes the training of system administrators (the Customer's employees), technical representatives of handling companies, and key Users designated by the Customer. The content and specific scope of training is provided in Annex 5, Part 2, hereto. The training must take place before the System starts operating.
- 3.3.4. System Implementation will follow the schedule provided in Annex 5, Part 3, hereto.
- 3.3.5. The Contractor is entitled to implement the System through a third party. The Contractor is liable for all performance provided through such persons to the same extent and quality as if the Contractor provided the performance itself.
- 3.3.6. The Customer will provide the Contractor with necessary cooperation during the System Implementation, in particular:
 - (a) Access to the Customer's premises and office space where the System will be implemented, during Working Hours for a period necessary to perform the Implementation, subject to the conditions referred to in Art. 9.5 hereof.
 - (b) Contacts to the Customer's staff members who have necessary information about the functioning of the computer network and other connecting systems of the Customer.
 - (c) Server location space for the Core BRS, under the conditions provided in Annex 2 hereto, will only be used for on-site solutions as referred to in Article 5.1 of Annex 2 hereto - Functional and Technical Specifications.
 - (d) Cabling, a local area network, and a 230 V power supply under the conditions set out in Annex 2 hereto.
- 3.3.7. When accessing the Customer's infrastructure and facilities, the Contractor is obligated to follow all safety procedures and rules laid down by the Customer's internal regulations. The Contractor is also obligated to follow the Customer's instructions when accessing the Customer's infrastructure and facilities.

3.3.8. The Contractor undertakes to comply with all internal regulations and rules of the Customer that are notified to the Contractor by the Customer when performing System Implementation on the Customer's premises.

3.4. Acceptance Tests and Acceptance.

3.4.1. The handover and acceptance of the System will take place based on the basis of the acceptance procedure consisting of two phases:

- (a) The Trial Operation as referred to in Article 0 and following of the Contract, and
- (b) Acceptance pursuant to Article 3.4.8 and following of the Contract.

Trial Operation.

3.4.2. After implementation, the Contractor will invite the Customer to launch the Trial Operation. The time limit for launching the Trial Operation is three (3) Working Days from the Contractor's invitation, unless otherwise agreed to by and between the Parties. The invitation will also contain a design of user tests for comprehensive verification of the System's functionality according to Annex 2.

3.4.3. If the Customer fails to launch the Trial Operation within the time limit reserved for the Trial Operation pursuant to the previous Article hereof and does not remedy the situation within an additional period of three (3) Working Days after a re-invitation by the Contractor, the Trial Operation will be deemed to have ended without any Defects.

3.4.4. The Parties will write a record of the Trial Operation.

3.4.5. If it is ascertained during the Trial Operation that the number of Defects does not exceed the following values:

- (a) Category A Defects ... 0,
- (b) Category B Defects ... 0,
- (c) Category C Defects ... 5,

the Contractor will be entitled to invite the Customer to accept the System, and the Customer will be obliged to accept the System.

3.4.6. If it results from the record of the performed Trial Operation that the System does not meet the criteria specified in Art. 3.4.5 hereof, the Contractor undertakes to remove any and all detected Defects and, after removing them, to invite the Customer to commence the Trial Operation, Art.0 hereof being applied *mutatis mutandis*. This process of the testing and subsequent removal of Defects will be repeated until the Contractor meets the acceptance criteria specified in Art. 3.4.5 hereof, but no more than twice and no later than within 20 days after the commencement of the first Trial Operation.

3.4.7. As part of the Trial Operation, a Penetration Test shall also be conducted. The Penetration Test shall be performed by the Customer's employees or by a verified and authorized third party appointed by the Customer, at the Customer's expense. The Contractor shall provide all necessary cooperation and access required to carry out the Penetration Test.

If the Software exhibits serious malfunctions during the Trial Operation, the Customer may postpone the execution of the Penetration Test until such malfunctions have been remedied.

In the event that vulnerabilities are identified during the Penetration Test, the Contractor undertakes to eliminate:

- (a) Critical risks without undue delay.
- (b) High risks within ten (10) Working Days from identification, unless otherwise agreed by the Parties.

Penetration Test may only be exercised during the Contract term with limited frequency once per year, limited in scope to the contracted Services only and will be performed in a manner that does not disrupt production systems, data or service availability. Penetration Test will not make the Contractor liable for any damage caused by the testing, provided by the Contractor in a way that complies with its contractual obligations. The Customer is obliged to notify the Contractor about Penetration Test at least thirty (30) calendar days in advance.

All of the results and information obtained during Penetration Test will be confidential and shall not be shared with any third parties in accordance with Article 12 of the Contract.

3.4.8. Acceptance.

- 3.4.9. If the registration of the Trial Operation indicates that the system meets the criteria referred to in Article 3.4.5 hereof, the Parties agree to prepare up an acceptance protocol of the System handover and acceptance no later than three (3) working days after the signature of the record of the Trial Operation; the acceptance protocol will include an inventory of the remaining Defects with a time limit for their removal and if the period is not approved, it will be deemed to be seven (7) working days from the date of signature of the acceptance protocol.

4. RENTAL OF HHTS AND LABEL PRINTERS

- 4.1.** Throughout the duration of the Contract, the Contractor agrees to lease to the Customer one hundred (130) new, unused HHTs, including HHT Accessories specified in Annex 2, and fifteen (15) new, unused Label Printers as specified in Annex 2 hereto.
- 4.2.** The Contractor also undertakes to hold another ten (10) HHTs and five (5) Label Printers as backup devices in case of a failure of the primary HHTs and Label Printers.
- 4.3.** If the support of HHTs requires the replacement of a primary device with one of the backup pieces due to a repair or for any other reason, the Contractor must replenish the number of backup pieces specified in Art. 4.2 no later than within three (3) Working Days.
- 4.4.** The price of HHTs rental, including HHT Accessories and Label Printers, is included in the Remuneration for the provision of HHTs and Label Printers.

5. SERVICES

- 5.1.** Subject Matter of the Services. The Parties have agreed that the Services provided by the Contractor include the following activities:

- 5.1.1. System support,
- 5.1.2. Support for HHTs, including HHT Accessories and PC Terminals,
- 5.1.3. Support for Label Printers.

5.2. System Support. System Support includes the following:

- 5.2.1. consulting, expert consulting in relation to the System's operation, the preparation and resolution of crisis scenarios,
- 5.2.2. operative solutions of operational requirements to modify the configuration and sub-functions of the System that are reported by the Customer to the Contractor and recorded as service requirements in the ServiceDesk system or a system for facilitating customer communication that is operated by the Contractor.
- 5.2.3. maintaining the System's compliance with the current version of individual IATA standards and performing System updates at the Customer's request if a new version of the System is available; the Contractor will inform the Customer of system updates at least once every six calendar months.
- 5.2.4. providing technical and service support for third-party Software and Hardware which are components of the System that the Contractor delivered hereunder, throughout the term of the Contract.
- 5.2.5. providing training on updates to the Customer's employees, including System administrators; the Contractor agrees to provide training after any update and/or Modification.
- 5.2.6. providing those services listed and specified in Annex 2 hereto.
- 5.2.7. ensuring the availability of the Support Centre during Service Hours for the purpose of receiving Defect Notifications and conducting telephone consultations with those Contractor's employees who are sufficiently qualified and experienced in System operations.
- 5.2.8. ensuring that during the Service Hours, telephone and/or e-mail Defect Notifications are responded to at the Customer's contacts listed in Annex 1 hereto by responsible employees of the Contractor who have sufficient qualifications and experience, while maintaining the Time Limits for Response provided under Art. 5.2.18 hereof.
- 5.2.9. restoring settings (configuration) of the relevant part of the System or the System as a whole according to the stored service backup.
- 5.2.10. restoring data of the relevant part of the System as of the date of the last service backup.
- 5.2.11. implementation of service backups of System settings and data and regularly inspecting service backups of the System's settings and data, performed within the Service Hours, with the following frequency at a minimum: Once per day, once per week and once per month.
- 5.2.12. Localizing and identifying Defects and their causes within the Service Hours.

- 5.2.13. Cooperation in removing Defects in hardware that is part of the System in conjunction with representatives of the Customer and third parties.
- 5.2.14. ensuring the functionality of the System within the Service Hours after a Defect has been notified, for example by transferring the System to backup technology.
- 5.2.15. providing, during Service Hours, information about the state, progress and manner of removing Defects while maintaining the Continuous Information Period.
- 5.2.16. making, during Service Hours, updates to the Documentation in the form of sending change reports so that the Customer continuously has at its disposal up-to-date Documentation for the System that it is using at the given time.
- 5.2.17. removing, during Service Hours, reported Defects within the Time Limits for Removal of Defects as set forth in this Contract (Art. 5.2.18 hereof) by Installation of Software Corrections or in another manner so as to restore Normal Operation. Removal of reported Defects also includes removal of Defects in data that have occurred due to the occurrence of the Defect being removed.
- 5.2.18. compliance with Time Limits for Response and Time Limits for Removal of Defects during Service Hours:

Defect category	Time Limit for Response	Time Limit for Removal of Defects	Continuous Information Period (in full hours)
Category A	30 minutes	2 hours	every 30 minutes until the Defect has been removed
Category B	1 hour	8 hours	every 4 hours until the Defect has been removed
Category C	1 day	3 days	every 1 day until the Defect has been removed

The Time Limit for Response and the Time Limit for Removal of Defects referred to in this Article will start to run the moment the Notification of a Defect is made by the Customer to the Contractor's Support Centre. The same will apply for determining the Continuous Information Period.

5.3. Support of Terminals Support will include the following:

- 5.3.1. ensuring the diagnosis and elimination of software defects in HHTs and PC Terminals and the replacement of HHTs with backup devices under the conditions and within the time limit specified in Article 5.133 which begins the moment a report made at the Support Centre.
- 5.3.2. repairing defective or physically damaged HHTs, including HHT Accessories, no later than ten (10) Working days after the physical damage to an HHT or HHT Accessory has

been detected and reported. Upon Customer's request, the Contractor will review the condition of all HHTs and HHT Accessories and provide the results to the Customer.

5.3.3. Repairs to HHTs and HHT Accessories will include the following:

- (a) repairs, including any and all labour costs, including transport to and from and parking at the Place of Performance,
- (b) delivery of all spare parts, including the replacement of worn parts,
- (c) the supply of full replacement HHTs for HHTs that show an irreparable Defect,
- (d) transport of damaged HHTs to/from the repair centre of the HHT manufacturer, if a repair is necessary.

5.3.4. the reconfiguration and restoration of HHT settings when the devices return from repair, including the installation of the application and the System's user interface, which also includes verification of the repaired HHT's functionality in the System.

5.4. Support for PC terminals does not include repairs, but only diagnostics in relation to the System's functions, and a possible re-installation of the System's end application and device settings for the System.

5.5. Support referred to in Art. 5.3 of the Contract will be provided for a maximum of 200 HHTs, including HHT Accessories, and a maximum of 30 PC terminals.

5.6. The Customer agrees to provide the Contractor with assistance during the provision of HHT support pursuant to Art. 5.3 of this Contract, which involves especially maintaining a sufficient number of replacement devices in the event of physical damage that prevents their use within the System.

5.7. Support for Label Printers. The support will include the following:

5.7.1. the diagnostics and elimination of Label Printer defects or the replacement of Label Printers with backup equipment in case of physical damage to a printer that requires a repair, under the conditions and within the time limit under Article 5.133 of the Contract, which begins the moment when a defect has been reported to the contacts specified in Annex 1 hereto.

5.7.2. repairs to physically damaged Label Printers no later than ten (10) Working days after the physical damage to a Label Printer has been detected and reported.

5.7.3. Repairs to Label Printers will include the following:

- (a) repairs, including any and all labour costs, including transport to and from and parking at the Place of Performance,
- (b) delivery of all spare parts, including the replacement of worn parts, (including print heads),
- (c) delivery of error-free replacement Label Printers for any Label Printer that shows an irreparable defect,

(d) transport of damaged Label Printers to and from the repair centre of the Label Printer manufacturer, if a repair is necessary.

5.8. The Contractor does not have to repair a Label Printer if the Label Printer has been handed over for repair with missing parts, a third party attempted to make a repair, or the printer has not been clearly used in accordance with the manufacturer's written instructions. For Label Printers that show any of the above defects, the Contractor must issue a special review report and submit it for approval to the Customer before starting the repair. In such event, the repair is not covered by the monthly flat rate pursuant to Article 10.1.2 of the Contract.

5.9. Technical support for Label Printers also includes the following at 6-month intervals:

5.9.1. regular cleaning of the Label Printers and their components,

5.9.2. complete adjustment and setting of Label Printers,

5.9.3. firmware upgrades recommended by the manufacturer,

5.9.4. inspection and review with the Contractor's software,

5.9.5. preparation of a written service status report on each Label Printer,

5.9.6. improvement of Label Printers and removal of manufacturing defects that are described in the Contractor's and/or manufacturer's technical reports.

5.10. Maintenance will be provided subject to prior agreement and on those dates approved by the Customer.

5.11. Common conditions of providing technical support for HHTs, including HHT Accessories, PC Terminals and Label Printers.

5.12. The Contractor will provide technical support to the extent specified in Art. 5.3 and 5.7 of the Contract, seven (7) days a week from 8 AM to 5 PM. If a defect in a Terminal or a Label Printer is reported outside the above hours, the time limit for removing the reported defect under Article 5.13 will not begin until 8 AM on the day following the day on which the defect was reported (if reported by 11:59 PM) or on 8 am of the same day of the day on which the defect was reported (if reported between 0:01 and 7:59 AM).

5.13. The Contractor agrees to provide technical support under Art. 5.3.1 and 5.7.1 hereof within the following time limits:

5.13.1. The time limit for the provision of technical support for Label Printers

The time limit for resolving a reported defect of a Label Printer by repairing or replacing it with a replacement device:	48 hours after the report was made
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5.13.2. Time limit for the provision of technical support for HHTs and PC terminals

The time limit for resolving a reported defect in an HHT and/or PC by repairing it or replacing it with a replacement device:	48 hours after the report was made
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6. ENSURING THE FUNCTIONALITY AND AVAILABILITY OF THE SYSTEM

- 6.1. During the Term of the Contract, the Contractor undertakes to ensure the Normal Operation of the System by removing Defects under the terms specified in this Contract.
- 6.2. The Contractor agrees to ensure the Availability of the System so that the total duration of all notified Category A Defects does not exceed 96 hours in any relevant calendar year. The Parties have agreed that for the purposes of determining a total period over which the System is not available, the duration of each notified Category A Defect will be added.
- 6.3. The Contractor undertakes to remove Defects through remote access. If a Defect cannot be removed through remote access, the Contractor undertakes to come to the Place of Performance and remove the Defect at the Place of Performance. The Customer is obliged to allow the Contractor access to the Place of Performance and to the System.
- 6.4. The Evaluation of Availability will take place on a monthly basis by comparing reports on registered System Defects both on the part of the Customer and the Contractor. For the purposes of this comparison, the Contractor agrees to send monthly reports of Notified Defects to the contact details specified in Annex 1 hereto, always by the fifteenth (15th) day following the month in which the evaluations took place. Each report will include an inventory of all reported Defects with the identification numbers of the Defects, a time stamp of their solution, and a brief description of the solution.
- 6.5. Defect Notification. The Customer is obliged to notify each Defect to the Support Centre within such time after its detection that can be reasonably required from the Customer (hereinafter "Notification").
- 6.6. Support Centre. The Contractor undertakes to ensure during the Service Hours:
 - 6.6.1. The availability of the Support Centre for making Notifications of Defects and for conducting phone consultations with those Contractor's employees having appropriate qualifications (certification) and experience related to the Hardware and/or the Software.
 - 6.6.2. Records including the following information with respect to a notified Defect:
 - (i) a description of the course of action or conditions which led to the occurrence of the Defect,
 - (ii) at the Contractor's request, error statements and input data.
 - (iii) the Customer's contact persons for dealings with the Contractor.
 - 6.6.3. Responding to phone or e-mail Notifications of Defects made to the Support Centre by the Contractor's responsible employees having appropriate qualifications (certification) and experience related to the Hardware and/or the Software, while observing the Time Limit for Response under this Contract.

- 6.6.4. Localizing and identifying Defects and their causes.
- 6.6.5. Providing information about the state, progress and manner of removing Defects while maintaining the Continuous Information Period.
- 6.6.6. Making updates to the Documentation in the form of sending change reports so that the Customer continuously has at its disposal up-to-date Documentation for the Hardware and Software that it is using at the given time.

6.7. General Parameters. Unless otherwise specified by the Customer, the Contractor agrees to comply with the following time limits:

Defect category	Time Limit for Response	Time Limit for Removal of Defects	Continuous Information Period (in full hours)
Category A	30 minutes	2 hours	every 30 minutes until the Defect has been removed
Category B	1 hour	8 hours	every 4 hours until the Defect has been removed
Category C	1 day	3 days	every 1 day until the Defect has been removed

6.7.1. The Time Limit for Response and the Time Limit for Removal referred to in this Article will start to run the moment the Notification was made by the Customer to the Contractor's Support Centre. The same will apply for determining the Continuous Information Period.

6.7.2. The Parties agree on the procedure for providing continuous information as follows: the Contractor's employee contacts the Customer within the agreed Continuous Information Period and undertakes to inform the Contractor about the current course of the Defect removal process.

6.8. The Manner of Removing Hardware Defects. While observing the Time Limit for Removal, the Contractor is entitled to remove reported Defects of the Hardware in order to restore Normal Operation only in any of the following ways:

- 6.8.1. by replacing the defective Hardware with new Hardware free from any defects, or
- 6.8.2. by repairing the Hardware, but only provided that a similar Defect has not been the subject matter of a notification more than three times for the relevant Hardware, or
- 6.8.3. by agreement of the Parties on a manner to secure the removal of the Error other than that described in Art. 6.8.1 or 6.8.2 hereof. The Parties will conclude a written agreement on another manner of removing the Defect if it is agreed to.

6.9. Removal of Software Defects. The Contractor undertakes to remove Software Defects without undue delay by Installation of Software Corrections or in another manner so as to restore Normal Operation. Removal of reported Defects includes removal of Defects or defects that

have occurred due to the occurrence of the Error being removed or the removal of Errors in data which occurred due to the Defect being removed.

- 6.10.** Shutdown. Except for the removal of a reported Defect, the Contractor is entitled to shut the System and/or the Hardware down only during the Service Window.
- 6.11.** Disclaimer of Liability for Defects. The Contractor will not be liable under the preceding provisions of this Art. 6 for any Defect if it arises from interventions being undertaken by persons other than the Contractor or its subcontractors or due to the System being used in any way contrary to the Documentation handed over.

7. MODIFICATIONS TO THE SYSTEM

- 7.1.** Assignment. Any time throughout the Term of the Contract, the Customer is entitled to send the Contractor an assignment to modify and/or otherwise change the System (hereinafter "Modification"), in the form of delivering the assignment by e-mail or in writing to the contact information of the Support Centre (hereinafter "Assignment").
- 7.2.** Offer. Unless the Customer specifies a longer time limit, the Contractor undertakes to send to the Customer's contact person specified in Annex 1 hereto, within fifteen (15) Working Days from the receipt of an Assignment, a price offer for the execution of the Assignment (hereinafter "Offer") which will minimally include:
- 7.2.1. the method used to determine the price of the Assignment, using price list pursuant to part 2 of Annex 4 hereto,
 - 7.2.2. requirements for cooperation on the part of the Customer,
 - 7.2.3. the time schedule for the execution of the Assignment,
 - 7.2.4. the period of validity of the Offer, which must not be shorter than ninety (90) calendar days.

In the case that the Assignment will not be feasible according to the professional opinion of the Contractor, the Contractor undertakes to send to the Customer's contact person specified in Annex 1 hereto, within fifteen (15) Working Days from the receipt of an Assignment, a written notification of this fact. After receiving this notification, the Customer may or may not send a new Assignment in accordance with Article 7.1.

- 7.3.** Order. The Contractor undertakes to perform the Modification only on the basis of an order delivered to the contact information of the Support Centre. The following items will form an integral part and annex to the order:
- (a) a written specification of the extent of the Modification required by the Customer and prepared with the wording corresponding to the Offer, and the
 - (b) Offer.
- 7.3.2. Within fifteen (15) Working Days from an Order's receipt, the Contractor agrees to accept the order and confirm its acceptance to the Customer. If the Customer does not receive a written rejection of the Order within the time limit according to the previous sentence, the Contractor is deemed to have accepted the Order.

- 7.3.3. The Contractor is not obliged to accept and confirm to the Customer the receipt of an order pursuant to Art. 7.3.2 hereof providing that:
- (a) the Customer delivered to the Contractor an order for performance which is inconsistent with the Assignment or the Offer, or
 - (b) the Customer failed to deliver an order corresponding to the Offer to the Contractor within the period of validity of such Offer.
- 7.3.4. For the avoidance of all doubts, the Parties have expressly agreed that an order received by the Contractor is an individual contract, the subject matter of which is the delivery of the performance specified in the individual contract (hereinafter "**Ordered Performance**") for the price determined based on the Offer (hereinafter "**Price for Ordered Performance**") and in accordance with the time schedule included in the Offer (hereinafter "**Term of Delivery of Ordered Performance**"), and which will be governed by this Contract under all terms and conditions not expressly agreed to in the order. Individual Orders will always refer to the filing number of this Contract in their text and will be numbered in ascending order.
- 7.3.5. For the avoidance of doubt, the Parties have agreed that the Ordered Performance will always include an amendment to the Documentation containing updates of any changes associated with the Ordered Performance.
- 7.3.6. The Customer is not entitled to accept any Contractor's offer containing any amendments or reservations; such acceptance will be considered a rejection of the offer.

7.4. Handover and Acceptance of Ordered Performance.

- 7.4.1. The handover and acceptance of each Ordered Performance will take place on the basis of the acceptance procedure consisting of two phases:
- (a) a Trial Operation, and
 - (b) the signing of a Handover Report.
- 7.4.2. Where the subject matter of Ordered Performance is the provision of expert consultations in relation to modifications made relating to the Hardware and/or the Software, the acceptance procedure will only include the signing of a Handover Report.
- 7.4.3. Trial Operation.
- (a) After the completion of Ordered Performance, the Contractor will invite the Customer in writing to commence a Trial Operation, a proposal for the testing scenario being part of such invitation. The time limit for the commencement of the Trial Operation will be five (5) Working Days after approval of the testing scenario by the Customer, unless otherwise agreed to between the Parties. If carrying out of Installation and/or Implementation and/or Integration forms part of the Ordered Performance, the Contractor will carry out those activities no later than on the day preceding the day of commencement of the Trial Operation.
 - (b) If the Customer fails to appear for the commencement of the Trial Operation within the deadline set for its carrying out and fails to do so even within an additional period

of three (3) Working Days from the Contractor's repeated written invitation, the Trial Operation will be deemed to have been concluded without any Defects.

- (c) The Parties will write a record of the Trial Operation.
- (d) If it is ascertained during the Trial Operation that the number of Defects does not exceed the following acceptance criteria:
 - (i) Category A Defects ... 0
 - (ii) Category B Defects ... 0
 - (iii) Category C Defects ... 3

the Contractor will be entitled to invite the Customer to accept the Ordered Performance, and the Customer will be obliged to accept the Ordered Performance.

- (e) If it results from the record of the performed Trial Operation that the Ordered Performance does not meet the acceptance criteria specified in Art. (d) hereof, the Contractor undertakes to remove detected Defects and, after removing them, to invite the Customer to commence the Trial Operation, Art. 7.4.2 hereof being applied *mutatis mutandis*. This process of testing and subsequent removing of Defects will be repeated until the Contractor meets the acceptance criteria specified in Art. (d), but no more than twice. For the avoidance of doubt, if the Trial reports Category C – Defects, such Defects must not allow Customer to reject or delay acceptance of the Order Performance and Handover. In particular, the Customer agrees that software, by its nature, may have minor defects or errors that do not affect the functionality of such software and therefore, if minor defects in the Software are identified during Trial Operation for acceptance, such defects shall not hinder the acceptance process and Customer shall not be entitled to refuse to sign an acceptance certificate on this basis. Contractor undertakes to correct the said minor defects within a reasonable period of time, unless Contractor determines that such correction should take place in a subsequent release of the Software.

7.4.4. Handover Report.

- (a) The Parties agree to sign a Handover Protocol after:
 - (i) The Parties make a record of a Trial Operation, and
 - (ii) The Customer checks and confirms the completeness of the updated Documentation.
- (b) Each Handover Report will contain a list of remaining Defects with a time limit for their removal, it being understood that if such time limit is not agreed to in writing, it will be deemed to be fourteen (14) Working Days from the day on which the Handover Report was signed.

7.5. Use of Ordered Performance.

7.5.1. If the subject matter of Ordered Performance is

- (a) the purchase of Hardware, the ownership rights and the risk of damage to the Hardware will pass to the Customer on the day of Handover.

- (b) By granting a License to Software (including the Package Software), the Contractor, as the person exercising the property rights of the author, grants the License to the Software to the Customer as of the day of the Handover of the Ordered Performance that includes such Software (including the Package Software) as follows:
 - (i) for the period of duration of the Contract,
 - (ii) territorially limited to the territory of the Czech Republic,
 - (iii) in a quantity range necessary to cover the Performance according to the Technical and Functional Specifications, and
 - (iv) in compliance with the licensing terms specified in the Offer.
 - (c) Granting a Sub-license to the Software, the Contractor grants the Sub-license to the Customer as of the day of the Handover of the Ordered Performance that includes such Software, namely:
 - (i) for the period of duration of the Contract
 - (ii) territorially limited to the territory of the Czech Republic,
 - (iii) in a quantity range necessary to cover the Performance according to the Technical and Functional Specifications, and
 - (iv) in compliance with the licensing terms specified in the Offer.
- 7.5.2. By signing this Contract, the Customer accepts the License and/or the Sub-license with effect as from the day of Handover of the relevant Ordered Performance. The remuneration for the granting of the License or the Sub-license to a Package Software Package forms part of the Price for the Ordered Performance.
- 7.5.3. In connection with Author's Works created by the Contractor during the implementation of the Ordered Performance, especially in connection with the subject matter of the Modification, the Contractor will provide the Customer with a territorially unlimited License for the duration and scope of the Contract as of the handover date of the Ordered Performance which includes the Author's Work. The Customer accepts the License. To avoid any doubt, the Parties state that
- (i) the Contractor grants to the Customer consent to use the Author's Work under the previous sentence either in its original or in an adapted or otherwise modified form, independently or as a set, or in connection with any other work or elements,
 - (ii) the remuneration for the License under this Article is included in the Price for Ordered Performance,
- 7.5.4. The Contractor agrees that Author's Works created during the performance of the Ordered Performance, Software and Package Software Package in respect of which the Customer acquired the License and/or the Sub-license under this Contract in relation to the implementation of the Ordered Performance can be provided by the Customer for use in the same extent as the Software as defined in Article 8 of the Contract. The consideration for the use of the Software and a Package Software Package by the Customer is included in the Price for the Ordered Performance.

7.6. Warranties.

- 7.6.1. Functionality Guarantee. During the Term of the Contract, the Contractor shall use all reasonable endeavours to ensure that all parts of the Ordered Performance function in accordance with this Contract without any Defects.
- 7.6.2. Warranty for Configuration and Other Work. The Contractor provides the Customer with a guarantee of the quality of configuration and other work that are the subject of Ordered Performance and that are performed by the Contractor and/or a person with certification required by the Hardware and/or Software manufacturer for the duration of the Contract.
- 7.6.3. Assurance. The Contractor hereby assures the Customer that as of the handover date of the Ordered Performance, the Contractor has used all reasonable endeavours to ensure that the Ordered Performance does not contain any viruses, malware or other features that would prevent the Customer from using the Hardware and/or Software or cause that the Hardware and/or Software to cease to function or its operation be restricted or otherwise adversely affected.
- 7.6.4. Declaration. The Contractor declares that it is entitled to grant a Software Licence or Sub-licence to the Customer. The Contractor hereby provides the Customer with a warranty that neither the Ordered Performance nor any other performance by the Contractor under the Contract nor the use of the Ordered Performance by the Customer infringes or results in an infringement of any third-party Intellectual Property Rights. If the Contractor breaches its obligation resulting from the guarantee mentioned herein, the Contractor will be responsible for all consequences resulting therefrom; it is particularly obliged to immediately grant the Customer the right to use the Hardware and/or Software which does not infringe on any third-party Intellectual Property Rights and to compensate the Customer for damage caused to the Customer thereby.
- 7.6.5. The Terms of Warranty. The Contractor agrees to ensure the functionality of the Ordered Performance, the subject of which is Hardware and/or Software, under the same conditions and subject to the same Time Limit for Removal as agreed to in Art. 6 hereof. For the purpose of this clause 7.6, the Contractor warrants that:
- it will provide the Services with reasonable care and skill that can be expected from a competent communications and information technology services provider operating in the air transport industry; and
 - the Services (including any Software or Equipment provided by the Contractor) will, after installation and acceptance by the Contractor, provide to a substantial degree the facilities and functionalities set out in the relevant service schedules/description when used by Customer in accordance with the terms of this Agreement. In case of Defects after handover, Contractor shall be subject to remedies benefitting to Customer under this Agreement, including penalties for breach of service levels/Time to remedy if applicable. Customer agrees that Service levels/Time to remedy, if any are applicable to the Services, are not warranties or guarantees of performance standards.
- 7.6.6. Disclaimer of Liability for Defects. The Contractor will not be liable under the preceding provisions of this Art. 7.6 hereof for any Defect of Ordered Performance, if it arises from any intervention undertaken by persons other than the Contractor or its subcontractors or due to the use of the Ordered Performance in any way contrary to the Documentation handed over.

8. LICENSE

8.1. Under the Contract and to the defined extent, the Contractor will grant to the Customer the right to use all Software that forms part of the System (a License). The remuneration for granting a License under this Article is included in the Remuneration for the System Provision.

8.2. Licences will be granted under the following conditions:

8.2.1. Licences will be granted to cover the entire period during which the System is provided

8.2.2. Licences will be granted for the entire territory of the Czech Republic

8.2.3. Licences will be granted for an unlimited number of transactions, unlimited number of users and without limiting the amount of data processed

8.2.4. Licences for the HHTs will be granted for a minimum of 100 pieces and the remuneration for their provision is to be included in the Remuneration for the System Provision; if necessary, the remuneration for each additional License that the Customer needs will also be included in the Remuneration for the System Provision.

8.3. Licences will include the right to use the System to handling companies and airlines operating at the Prague airport during the term of the Contract in accordance with the terms of the Contract.

9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. Other Rights of the Customer. The Customer is entitled

9.1.1. to print and use the documentation concerning the Performance in an unlimited number of copies, but only for the internal needs of the Customer and end users of the System,

9.1.2. to participate in service interventions and to be present during the Installation Implementation, including operating tests of the entire System and any Ordered Performance,

9.1.3. to carry out Penetration Tests accordance with Art. 3.4.7. of this Contract at any time during the term of this Contract but at most once per calendar year.

9.2. Cooperation Obligation. The Customer undertakes to provide the Contractor with cooperation when carrying out Modifications to the System and service interventions in the case of System Defects; this cooperation consists in securing

9.2.1. access to the Place of Performance during Working Hours,

9.2.2. the provision of information on the functioning of the System in the form of consultations with the Customer's employees,

9.2.3. ensuring access for remote System administration pursuant to Annex 3 hereto,

9.2.4. ensuring access for making System updates pursuant to Annex 3 hereto,

9.2.5. operators' authorization (valid training of the System operators),

- 9.2.6. informing about modifications made to the System's settings and modifications made to the infrastructure having a direct influence on the functioning of the System.

Additional requirements for cooperation by the Customer are provided in Annex 2 hereto.

- 9.3. **A Lack of Cooperation.** If the Customer is in default with the fulfilment of its obligations under this Contract, the Contractor undertakes to notify the Customer in writing of this fact and to invite the Customer to fulfil the relevant obligation within an additional period of five (5) business days. If the Customer fails to fulfil its obligation even within the provided additional period of time, the Contractor will not be considered in default with its performance of any obligations relating to the Customer's default.

9.4. Other Obligations of the Customer. The Customer undertakes

- 9.4.1. to take care of the System with due diligence so that no damage is caused to the System and to prevent possible damage for occurring,
- 9.4.2. not to interfere with the System other than by means of user settings and parameterization,
- 9.4.3. to promptly notify the Contractor, in a manner agreed to in this Contract, of any Defects of the System or Services provided, or any claims made by third parties that prevent the Customer from using the Services,
- 9.4.4. to use the Software and other parts of the Services subject to regulations on the protection of Intellectual Property Rights in accordance with this Contract,
- 9.4.5. to use and secure all documentation obtained as part of the System so that no third party, except for end users of the System, can obtain it without the Contractor's consent.

9.5. Airport Arrangements. The Contractor undertakes:

- 9.5.1. to secure for itself and its employees, in a manner specified by the Customer, the relevant permission to enter each specific area (hereinafter "**ID Card**") in which the Place of Performance is situated, or other permits as needed (e.g. for the entry of motor vehicles). The Contractor is obliged to ensure that such persons are able to be visibly identified via their ID Card or another permit when moving throughout the Praha/Ruzyně civil airport and prove their identity using the permits issued by the Customer in places specified by the Customer. At the same time, the Contractor is obliged to ensure that the entry permits issued to the Contractor and its employees are not misused,
- 9.5.2. Prior to the issuance of an ID Card or another permit allowing movement throughout the Customer's area, the Contractor is obliged to arrange, at its own expense, through the Landlord's security division (BZP) or another accredited organization, security training for itself and its employees, which will correspond to the scope of the given permit.
- 9.5.3. Immediately by e-mail or fax to the Security Division (BZP) Letiště Praha, a. s., to report any loss, theft, or damage to an ID card or another permit issued to the Contractor or its employees, and at the same time, the Contractor is obligated to report the termination of employment with any of its employees. Upon the termination of an employment relationship with its employee, the Contractor is obliged to return to the

Customer all ID Cards and/or other permits and cards issued to the Contractor for that employee and/or directly to that employee (e.g. parking cards, meal cards, etc.), it being understood that in the event of the termination of an employee's employment, the Contractor must fulfil this obligation no later than by the fourteenth (14th) day of the month following the termination of the employee's employment; in the event of the termination of the Contract, on the day of its termination by notice or agreement. Likewise, the Contractor is obliged to return permits or other cards issued to the Contract and its employees if their validity ends.

9.5.4. ensure that its staff and the staff of its subcontractors comply with the prohibition on the consumption of alcoholic beverages or the abuse of other addictive substances. If the above prohibition is violated, the Customer is entitled to prohibit such Contractor's staff member from accessing the Place of Performance. If the above causes a delay in the performance of the subject-matter of the Contract, the Contractor will be responsible for such delay.

9.5.5. The Parties have agreed that the same procedure will be applied if a staff member of the Contractor or a Contractor's subcontractor commits theft in the Place of Performance or in cases of violent behaviour towards the Customer's employees or towards other Contractors who are operating in the Place of Performance.

9.6. Within the framework of preventing pollution and causing damage to the environment and within the established EMS (Environmental Management System) pursuant to ISO 14001 and in accordance with the environmental policy (www.prg.aero) implemented at Prague/Ruzyně Airport, the Contractor agrees to refrain from engaging in any activities that could directly or indirectly cause damage or a threat to individual components of the environment. If an event occurs that may impact the environment, the Contractor agrees to observe all adopted environmental protection principles and in case of any failures or imminent accidents, contact the Customer using the proper contact details, namely the following telephone numbers as of the date hereof:

9.6.1. In case of fire, leakage of an unknown substance or another emergency event:

Operations centre of the FB FP unit: 3333, 2222

9.6.2. Medical ambulance: 5555

9.6.3. Security control room: 1000

9.6.4. In case of any inquiries or suggestions for making improvements that are directed at individual areas:

(a) Occupational safety: bozp@prg.aero

(b) Environment: zivotni.prostredi@prg.aero

(c) Fire prevention: technik.po@prg.aero

(d) Complaints: stiznosti@prg.aero

9.7. **Further Obligations of the Contractor.** Furthermore, the Contractor undertakes:

- 9.7.1. to provide the Services as efficiently as possible, with professional care in accordance with this Contract, and through employees with sufficient education and experience in providing the given performance.
- 9.7.2. to adhere to generally binding regulations, technical standards and usual business practices relating to the Hardware and the Software.
- 9.7.3. to update the Documentation after each Modification and hand it over to the Customer immediately after making the relevant Modification, but no later than twenty (20) Working Days from a written invitation by the Customer.
- 9.7.4. to have all its liability for damage caused to the Customer in connection with the performance under this Contract insured, at its own expense, with a solvent and reliable insurance company, in the extent usual for transactions of this type, but at least with an indemnity limit of CZK 10,000,000, and to maintain the validity of this insurance for the entire term of the Contract. The Contractor undertakes to submit to the Customer at its request a copy of the insurance contract within ten (10) calendar days at the latest.
- 9.7.5. to ensure that its workers participating in the performance of this Contract adhere, when staying at the Place of Performance, to the internal regulations, instructions and directives, regulations governing the movement of persons, vehicles, material, fire safety, occupational health and other regulations with which they are acquainted by the Customer, it being understood that a written report must be made of such acquainting.
- 9.7.6. to inform the Customer about outstanding overdue receivables that have arisen on the basis of this Contract no later than three (3) Working Days after the due date so that the Customer may pay them without any delay.

9.8. By signing this agreement, the contractor

- 9.8.1. declares and warrants that it is not a subject to whom trading in the Czech Republic is prohibited under Act No. 69/2006 Coll., on the Implementation of International Sanctions, as amended (hereinafter referred to as the "Sanctions Act"),
- 9.8.2. declares and warrants that it is not a subject that public contracting authorities are obliged to exclude from the tender procedure under Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "Public Procurement Act"),
- 9.8.3. declares and warrants that neither it nor its beneficial owner is listed on the national sanctions list under Act No. 1/2023 Coll., on Restrictive Measures against Certain Serious Conducts Applied in International Relations, as amended, or on a similar list of the European Union,
- 9.8.4. declares and warrants that any performance under this Agreement will not be in violation of the Sanctions Act or the Public Procurement Act,
- 9.8.5. undertakes to verify and ensure that all subcontracting, which will be part of the performance under this Agreement, as well as all subcontractors of the Supplier participating in the performance of this Agreement, comply with the conditions set forth in Articles 9.8.1 to 9.8.4 of this Agreement.

9.9. The Contractor further declares that it has familiarized itself with the Code of Ethics for Business Partners (hereinafter referred to as the "Code") on the website www.prg.aero/ekop. By signing this Agreement, the Contractor undertakes to comply with the Code in the performance of this Agreement and to require compliance from contractual partners participating in the performance of the Agreement. The Parties have agreed that the Client is entitled to verify the Contractor's compliance with the obligations arising from the Code and its contractual partners who will participate in the performance of the Agreement. The Contractor undertakes to provide the Client with the necessary cooperation for such verification, including on-site verification. The Client shall notify the Contractor of any on-site verification at least 30 days in advance via prior written notice. On-site verification shall focus exclusively on activities related to the performance of and connected with this Agreement.

9.10. If, during the term of this Agreement, the Contractor discovers that the statements under Articles 9.8 and/ or 9.10 of this Agreement are untrue or finds that its subcontractors or subcontracts do not meet the conditions under Articles 9.8 and/ or 9.10 of this Agreement, it shall promptly inform the Client thereof. In the event that the Contractor breaches any obligation under Articles 9.8 and/ or 9.10 of this Agreement and/or the Client finds that the Contractor's statements under Articles 9.8 and/ or 9.10 of this Agreement are untrue and/or finds that subcontractors or subcontracts do not meet the conditions under Articles 9.8 and/ or 9.10 of this Agreement, the Client is entitled to withdraw from this Agreement or to terminate it in writing, with effect from the date of delivery of the withdrawal or written notice to the Contractor.

10. REMUNERATION AND PRICE FOR ORDERED PERFORMANCE.

10.1. Remuneration. According to the prices provided in Annex 4 hereto the Customer agrees to pay the Contractor for performance of the subject matter of the Contract the remuneration as follows, effective from the date on which the Customer commences using the System:

10.1.1. Monthly Remuneration for Implementation and provisioning of the System including training and System support and for the lease and support of HHTs, including HHT Accessories, and Label Printers [REDACTED] (hereinafter referred to as "**Remuneration for System Provision Support**"). The Breakdown of the Remuneration for System Provision is provided in Annex 4 hereto. Withholding tax will be applied in compliance with Czech and international tax law.

10.2. The Remuneration includes all direct and indirect costs expended necessarily or effectively by the Contractor when providing Performance hereunder, unless the Parties agree otherwise in a specific case. The Remuneration does not include value added tax; this tax will be always added in the amount in accordance with the applicable legal regulations on the date of taxable supply.

10.3. The Remuneration will always be paid on the basis of an Invoice which the Contractor is entitled to issue on the last day of the calendar month in which the performance was provided. All payments made under this Contract will be made directly to the Contractor's bank account administered by a bank in the Czech Republic and specified in the relevant Invoice. For the purpose of value added tax, the Services are regarded as delivered continuously. The day of taxable supply is the last day of the month for which an Invoice is issued.

10.4. The amount of Remuneration may be changed only if the number of SW licenses required for the System or HHTs or HHT Accessories or mobile phone or Label Printers changes. In such a case, the remuneration will be adjusted according to the prices provided in Annex 4 hereto.

10.5. Price for the Ordered Performance. The price for the Ordered Performance will always be paid on the basis of an Invoice which the Contractor is entitled to issue no earlier than on the day following the Handover of the relevant Ordered Performance. A copy of the Handover Report will form an integral part of the invoice. For the purpose of value added tax, the day of the Handover (signing the Handover Report) is also the day of taxable supply. All payments under this Contract will be made directly to the Contractor's bank account administered by a bank in the Czech Republic and specified in the relevant Invoice.

10.6. Maturity. Each Invoice is payable within thirty (30) days from the day on which it was delivered to the Customer's registered office. If the due date falls on a Saturday, Sunday, another non-working day, on 31 December or on a day which is not a working day pursuant to Act No. 370/2017 Coll., on the payment system, as amended, the due date will be postponed to the nearest following working day. The Customer's obligation will be considered settled once the amount is debited from the Customer's bank account.

If the Customer is in default with the payment of its obligations to the Contractor hereunder, the Contractor is entitled to claim a contractual default interest in the amount of 0.02% of the amount due for each day of default.

10.7. If, in accordance with Act No. 235/2004 Coll., on value added tax, as amended, the Contractor:

10.7.1. is designated by a decision taken by the tax administrator to be an unreliable payer, or

10.7.2. requires payment for a taxable supply provided under this Contract to a bank account which is not published by the tax administrator in a manner allowing for remote access, or to a bank account administered by a provider of payment services outside the territory of the Czech Republic,

the Customer is entitled to pay to the Contractor's bank account only the Price for the provided taxable supply without value added tax (hereinafter "VAT"). The Customer is entitled to pay VAT, if it is charged and if it forms part of the payment by the Customer under the Contract, directly to the account of the relevant tax administrator. In such a case, the VAT amount is not regarded as an unpaid obligation vis-à-vis the Contractor; the Contractor is thus not entitled to claim a VAT supplementary payment nor to apply any contractual penalties or default interest. The Customer is obliged to inform the Contractor about this course of action no later than on the date of the payment of the Price.

10.8. Electronic Invoices. The Parties agree that the tax documents issued on the basis of this Contract may be in either paper or electronic form in pdf format.

10.9. Currency. All payments under this Contract will be made in Czech crowns.

10.10. Change of currency. The Parties agree that any changes made to the statutory currency of the Czech Republic have no effect on the validity of the Contract and that they do not entitle either Party to request any changes being made to the Contract, except for possible technical changes directly resulting from regulations relating to the potential change in the statutory currency of the Czech Republic. Furthermore, the Parties declare that any fixation of the exchange rate of the Czech crown (CZK), as the only currency in the Czech Republic, to the Euro (EUR), or conversion of the financial obligations under the Contract from the Czech crown (CZK) to the Euro (EUR) will not be regarded as a reason for early termination of or making a change to the Contract or for the prepayment of any amounts due under the Contract and will not be regarded as a reason for the existence of any liability of one Party towards the other Party for

direct or indirect damage incurred on the basis of the facts described above and the exchange rate risks associated therewith, unless the Parties expressly agree otherwise.

- 10.11. Denomination.** The moment the Czech crown (CZK) ceases to be the statutory currency of the Czech Republic, all payment obligations resulting from the Contract will be converted to the Euro (EUR) at the exchange rate fixed by law on the date of the introduction of the Euro (EUR) in the Czech Republic. Should the Euro currency cease to exist, all obligations under the Contract will be denominated in Czech crowns subject to the conditions, particularly using the exchange rate stipulated by the relevant legal regulation.
- 10.12. Possibility to Return an Invoice.** The Contractor is obliged to deliver each Invoice to the Customer's registered office by the 15th day following the month for which the invoice is being issued. After receipt of an Invoice, the Customer has 10 days to consider whether the Invoice has been issued without any errors and to return it in case it was not so issued. Upon the return of an incorrectly issued Invoice, the maturity period will be suspended, and a new maturity period will start to run after the submission of a corrected Invoice.

- 10.13. Delivering Invoices.** The correspondence addresses for delivering Invoices are as follows:

in hard copy to the correspondence address:

Letiště Praha, a. s.
Centrální evidence faktur
Jana Kašpara 1069/1
160 08 Praha 6

electronically in PDF to the email address:

invoices@prg.aero.

- 10.14.** Nepoužije se.

- 10.15.** The Customer is entitled to decrease the Price paid for ordered performance or the Remuneration by any amount of withholding tax paid, the security of a tax or any other similar tax or charge if the payment of the Price for ordered performance or the Remuneration complies with Czech tax regulations subject to withholding tax, tax security or other similar tax or charge. In such case, the amount of withholding tax, tax security, charge or other similar tax is not considered to be Customer's unpaid liability with respect to the Contractor.

11. TERM OF THE CONTRACT

- 11.1. Term.** This Contract is being concluded for a fixed period of 6 years from the signature of the acceptance protocol. However, if a mandatory provision of a special legal regulation stipulates that this Contract can take effect not earlier than on a certain day which comes later than the day on which this Contract was signed by the last Party, this Contract will take effect only on the earliest day on which the Contract can take effect pursuant to that mandatory provision of the special legal regulation.

- 11.2. Manners of Terminating the Contract. This Contract will cease to be valid and effective only:**

11.2.1. upon expiration of the agreed-to term of the Contract, or

11.2.2. by written agreement of the Parties, or

11.2.3. upon expiration of the period of notice served under the terms and conditions stipulated in Art. 11.3 or in Art. 11.4 or in Art. 11.6 hereof.

11.3. Notice of Termination by the Customer. The Customer is entitled to terminate the Contract if:

11.3.1. The Contractor has repeatedly violated its obligations under Art. 6 to 9 hereof despite written notification, or

11.3.2. The Contractor fails to remove a breach of warranties under Art. Article 7.6.3 and 7.6.4 hereof within an additional time limit of 20 (twenty) Working Days from written notification by the Customer, or

11.3.3. The Contractor becomes insolvent. For the purpose of this clause, “insolvent” has the meaning as defined in The Insolvency Act.

11.4. Notice of Termination by the Contractor. The Contractor is entitled to terminate the Contract if:

11.4.1. The Customer is late with making payments under the Contract for more than thirty (30) calendar days and the procedure according to the Article 15.4. has been used for at least one month, or

11.4.2. The Customer fails to remove a repeated breach of its obligation to provide cooperation under the Contract (including in case of breach of data protection applicable regulations) within the time limit of twenty (20) Working Days from a written notification being sent by the Contractor,

11.4.3. The Customer becomes insolvent. For the purpose of this clause, “insolvent” has the meaning as defined in The Insolvency Act.

11.5. Notice Period. The Parties have expressly agreed that following a notice lodged under Art. 11.3 or Art. 11.4, the Contract will terminate upon the expiration of a notice period of six (6) months, calculated from the first day of the calendar month following the service of the notice to the other Party.

11.6. Notice of Termination without Giving any Reasons. The Parties have agreed that the Customer is entitled to terminate this Contract by notice without giving any reasons with a twelve-month (12) notice period which starts to run from the first day of the calendar month following delivery of the notice of termination to the other Party. This Article 11.6. may be applied at the earliest after 24 months of the duration of the Contract.

11.7. Exclusion of Other Reasons for Terminating the Contract. The Customer and the Contractor agree that the Contract can only be terminated for those reasons expressly specified in this Contract unless mandatory provisions of legal regulations provide the possibility to terminate the Contract for other reasons.

11.8. Surviving Provisions. The Parties agree that after the termination of the Contract in one of the manners specified in the Contract, Art. 7.5 hereof, the provisions on contractual fines which form a part of this Contract, including the arrangement contained in the Contract conditioning claims to contractual fines, Art. 12 and Art. 15 hereof, will remain valid and effective.

11.9. No later than three (3) days following the termination hereof, the Customer must return all keys, entry cards and/or access codes and documents that have been provided to the Contractor by the Customer for the purpose of providing Services hereunder. The Contractor is also obligated to vacate any and all rooms that were used by the Contractor.

12. CONFIDENTIAL INFORMATION

- 12.1.** The Parties have agreed that all information designated by the Customer in writing as “confidential” will remain secret (hereinafter “Confidential Information”).
- 12.2.** The Parties have agreed that the Contractor will not disclose any Confidential Information to any third party and will take measures making it impossible for third parties to access such Confidential Information. The provisions of the previous sentence do not apply to cases where:
- 12.2.1. the Contractor’s obligation herein is contrary to what is prescribed by law; and/or
- 12.2.2. the Contractor has disclosed such information to persons who are obliged by law to maintain confidentiality providing that the Contractor informs the Customer in writing to which third party the Confidential Information was made accessible and has bound this third party by the same confidentiality obligation by which the Contractor is bound; and/or
- 12.2.3. such information becomes publicly known or available in any manner other than by a breach of the obligations resulting from this Article; and/or
- 12.2.4. the Customer agrees in writing to making particular Confidential Information accessible.

13. PERSONAL DATA

- 13.1.** The Parties undertake to proceed, while performing this Contract, in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as in accordance with Act No. 110/2019 Coll., on personal data protection.

14. COMMUNICATION BETWEEN THE PARTIES

- 14.1.** Any notifications or documents which are to be made in writing under this Contract must be delivered in person or sent by registered post to the contact information of the other Party. Contact information is provided in Annex 1 hereto.
- 14.2.** Communication other than that specified in Art. 14.1 hereof can be sent by either Party to the other Party by e-mail or fax to the contact information of the other Party.
- 14.3.** Either Party is entitled to change its contact information by sending written notification to the other Party.

15. OTHER ARRANGEMENTS

- 15.1.** Circumstances Excluding Liability.
- 15.1.1. Neither Party will be considered in default with the fulfilment of their obligations resulting from the Contract due an event excluding liability, if such event makes the fulfilment of the obligations of that Party resulting from the Contract impossible or substantially affects it. The immediately preceding sentence of this Article will only apply for the duration of the existence of such event excluding liability or for the duration of its consequences, and only in relation to the Party’s obligation or obligations directly or immediately affected by such event.

- 15.1.2. An event excluding liability means an event that the Party could not have foreseen at the time of conclusion of this Contract and that objectively prevents the Party from fulfilling its contractual obligations resulting from this Contract. Events excluding liability include, in particular, war, embargoes, state or government interventions, terrorist acts, natural disasters and strikes by the Customer's employees. For the avoidance of doubt, events excluding liability do not include any instances of default with the fulfilment of obligations by any subcontractors or Contractor's partners with respect to the Contractor, strikes by employees of the Contractor or its contractual partners, as well as insolvency, over indebtedness, bankruptcy, settlement, liquidation or any other similar event concerning the Contractor or any of its contractual partners, as well as execution against the property of the Contractor or any of its contractual partners.
- 15.1.3. Should any event excluding liability under Art. 15.1.2 hereof occur, the Party on whose part it occurred will take all steps that can be reasonably requested from that Party that will lead to the restoration of normal activity in accordance with the Contract, as quickly as possible given the circumstances which caused that circumstance not leading to liability. Each Party undertakes to inform the other Party about the occurrence of an event excluding liability as soon as such communication can be objectively made.
- 15.1.4. If an event excluding liability lasts for more than ten (10) working days, the Parties undertake to find a suitable solution to the situation that has occurred through mutual negotiations, making every effort that can be reasonably required from the Parties.
- 15.2.** A prohibition against setting off, pledging cessation and assignment of claims. The Parties have expressly and irrevocably agreed that:
- 15.2.1. The Contractor is entitled to set off its due and undue receivables from the Customer only on the basis of a written agreement with the Customer.
- 15.2.2. The Contractor is not entitled to pledge any of its receivables from the Customer arising from this Contract.
- 15.2.3. The Contractor is not entitled to assign any of its rights under this Contract, even partially, to a third party without the Customer's prior written consent.
- 15.3.** Limitation. This provision shall not apply.
- 15.4.** The Contractor may temporarily limit or suspend the provision of Services at any time on thirty (30) days written notice to the Customer if the Customer repeatedly fails to pay the Remuneration or any other amounts due to the Contractor under this Agreement for that Services within the expiry of the payment period specified in this clause, except where the Customer has disputed them in good faith.
- 15.5.** Each Party may, upon thirty (30) days notice in writing to the other Party, temporarily limit or suspend its obligations under this Agreement, including the provision of a Service in part, or in whole, as relevant, if:
- 15.5.1. the other Party commits a material breach of this Agreement (or breaches a material provision of this Service Agreement) that is not capable of remedy;
- 15.5.2. the other Party commits a material breach of this Agreement (or breaches a material provision of this Agreement) and, if the breach is capable of remedy, the other Party

does not remedy the breach within 30 days of its receipt of a notice from the first Party requiring the other Party to rectify that breach; or

15.5.3. The parties acknowledge that a breach of data privacy, anti-bribery, and export control regulations are examples of material provisions for the purposes of this clause 15.5.2.

16. CONTRACTUAL PENALTIES AND DAMAGES

16.1. Contractual penalties.

16.1.1. If the Contractor is late with its Implementation in view of the deadline specified in Art. 3.3.2, the Customer is entitled to demand a contractual penalty of CZK 10,000 for each day of delay from the Contractor.

16.1.2. If the Contractor fails to remove any defects specified in the Acceptance Protocol within the time limit under Art. 3.4.9 hereof, the Customer will be entitled to demand that the Contractor pay a contractual penalty of 2 000 CZK for each commenced day of violation.

16.1.3. If the Contractor breaches its obligation to remove a Defect within the Time Limit for Removal agreed to in Art. 6.7 hereof, the Customer will be entitled to claim from the Contractor for each such breach a contractual penalty calculated on the basis of the following table:

Severity of Defect	Contractual Penalty
Category A	10 000 CZK for each, even commenced, hour of delay
Category B	5 000 CZK for each, even commenced, hour of delay
Category C	2 500 CZK for each, even commenced, day of delay

16.1.4. If the Contractor breaches its obligation under Article 6.2 hereof, the Customer is entitled to demand a contractual penalty from the Contractor according to the following table:

For System failures

Overrun	Contractual Penalty
More than 96 hours per calendar year but less than or equal to 192 hours per year	85 000 CZK
More than 192 hours per calendar year but less than or equal to 324 hours per year	200 000 CZK
More than 324 hours per calendar year	400 000 CZK

- 16.1.5. If the Contractor fails to meet the time limits for providing technical support for Terminals and/or Label Printers, the Customer is entitled to demand that the Contractor pay a contractual penalty of the following amount:
- (a) CZK **1 500** for each day of delay against the time limit specified in Art. 5.13.1 of the Contract,
 - (b) CZK **1 500** for each day of delay against the time limit specified in Article 5.13.2 of the Contract; the right to claim the contractual fine ceases to exist if the Contractor's delay was due to the Customer's failure to fulfil its obligation pursuant to Article 5.6.
- 16.1.6. If the Contractor breaches any of its obligations pursuant to Annex 6 hereto, the Customer will be entitled to demand that the Contractor pay a contractual penalty of 5 000 CZK for each individual case of violation.
- 16.1.7. If the Contractor breaches its obligation pursuant to Art. 9.7.3 hereof, the Customer will be entitled to claim from the Contractor a contractual penalty in the amount of 0.1% from the Price for System Modifications for each commenced day of default.
- 16.2.** Interest on Late Payment Interest. If the Contractor is to pay to the Customer any amount that is subject to interest, the Parties expressly agree that late payment interest can be required in such case.
- 16.3.** The contractual fine is payable within fourteen (14) days from the date of receipt of a written notice to pay a contractual fine to the obligee.
- 16.4.** Limitation of the Right to a Contractual Penalty and the right to Damages.
- 16.4.1. The Customer expressly agrees that the Customer's rights to the damages against the Contractor are limited under the Civil Code to CZK 20,000,000 (twenty million Czech crowns). However, the limitation of the right to compensation does not apply to cases where the damage occurred as a result of an intentional act or gross negligence by the Contractor.
- 16.4.2. The settlement of any contractual fine hereunder will be without prejudice to the Customer's right to damages exceeding the amount of any contractual fine that has been paid.
- 16.4.3. The Contractual penalties claimed by the Customer pursuant to this Contract shall not exceed the amount CZK 10,000,000 (ten million Czech crowns).
- 17. FINAL PROVISIONS**
- 17.1.** Contractual Amendments. This Contract can be changed and amended only by written, continuously numbered amendments signed by both Parties (any amendment to this provision amending the Contract must also be made in the form of a written amendment signed by both Parties) with the exception of the data under Art. 13 hereof as long as they concern addresses, names, telephone, fax and e-mail connections, where a unilateral notification sent to the other Party is sufficient.
- 17.2.** Change of Circumstances. The Parties hereby assume the risk of any change of circumstances within the meaning of Section 1765(2) of the Civil Code.

- 17.3.** Entirety of the Contract. This Contract constitutes the entire agreement between the Parties concerning the subject matter of this Contract and replaces all other written or oral agreements made concerning the subject matter of this Contract.
- 17.4.** This Contract contains the entire agreement concerning the subject matter of the Contract as well as all facts which the Parties should have or wanted to agree upon in the Contract and which they consider to be important in order to make this Contract binding. No manifestation of the Parties' will made while negotiating or after entering into this Contract may be interpreted in conflict with the express provisions hereof, nor does it establish any obligation for either Party.
- 17.5.** The Parties agree that they do not wish for any rights or obligations to be derived – beyond the express provisions of this Contract – from existing or future practices established between the Parties or any customary practices that are established generally or within the sector relating to the subject matter of this Contract, unless otherwise expressly agreed to in the Contract.
- 17.6.** The Parties have mutually communicated all factual and legal circumstances which they knew or should have known as of the date of signature of this Contract, and which are relevant in relation to the conclusion of this Contract. Apart from the assurances that the Parties have provided to each other in this Contract, neither Party will have any other rights or obligations in connection with any facts that become apparent and in respect of which the other Party did not provide information during negotiations on this Contract. One exception is those cases where the given Party intentionally and factually misled the other Party with regard to the subject matter of this Contract.
- 17.7.** Court. Any disputes arising out of or in connection with this Contract will be submitted for decision, within the meaning of the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to the Customer's general court.
- 17.8.** Jurisdiction. This Contract will be governed by the Czech legal order, especially the Civil Code and the Copyright Act.
- 17.9.** Severability Clause. Should any provision of this Contract be or become invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness will not affect the remaining provisions of this Contract. The Parties undertake to replace any invalid, unenforceable or ineffective provision within five (5) working days after the delivery of the other Party's invitation with a valid, enforceable and effective provision that has the same or similar commercial and legal meaning, or to enter into a new contract.
- 17.10.** Number of Counterparts. This Contract has been drawn up in 2 counterparts originally in the Czech language, of which the Client shall receive 1 and the Contractor shall receive 1.
- 17.11.** Annexes. The following annexes form an integral part of this Contract
- 17.11.1. Annex 1 – Contact Information
 - 17.11.2. Annex 2 – Functional and Technical Specifications of the System
 - 17.11.3. Annex 3 – Acceptance Protocol template
 - 17.11.4. Annex 4 – Contractor's Remuneration Breakdown and Price List
 - 17.11.5. Annex 5 – Implementation

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

Date: 25.3.2026
On behalf of the Customer:

Date:
On behalf of the Contractor:

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

Signature: _____
Name: Michal Koscelansky
Position: Authorised Signatory

Signature: _____
Name: Ing. Martin Kučera MBA
Position: Member of the Board of Directors

Annex 1 – Contact Information

Address for service.

(a) Customer's address for service:

Letiště Praha, a. s.
K letišti 1019/6
161 00 Praha 6
Czech Republic

(b) Contractor's address for service:

SITA B. V. - organizační složka pro Českou republiku
V Parku 2323/14
148 00 Praha 4
Czech Republic

For the attention of: [REDACTED]

e-mail: [REDACTED]

Contact details of the Customer's authorized person.

Customer's authorized person: [REDACTED]

Tel.: [REDACTED]

e-mail: [REDACTED]

Contact details of the Customer's Service Centre

Customer's authorized person: [REDACTED]

Tel.: [REDACTED]

e-mail: [REDACTED]

Contact details of the Contractor's Service Centre

Tel.: +420 [REDACTED]

e-mail: [REDACTED]

Annex 2 - Baggage Reconciliation System - Functional and Technical Specification		
Requirement		
1. System Functional Requirements		
1.1. General and Functional Requirements		
1.1.1.		The basic function of the system shall be the reconciliation of departing baggage, i.e. matching a bag on a flight based on an evaluation and comparison of the information contained on the baggage tag (information in the form of a 1D bar code, or an RFID tag), read with an HHT, with information entered into the system as BSM (according to IATA RP 1745, IATA RP 1800). The distribution of BSM messages from individual clearance systems is provided by the SITA BagMessage service.
1.1.2.		Thus, the system shall be capable of processing BSM, BPM, BUM, BCM, and BMM messages. In the case of BSM messages, the system must support Active/Inactive BSM processing, and, in the case of Inactive BSM, identify the relevant baggage as baggage without any authorisation for loading. The system also must, according to the relevant settings, be able to generate and send BPM messages. In the case of receiving a BUM message, a request for unloading or not loading baggage, the system shall provide a sufficient visual and/or audible warning to the user, both at the workstation and at the HHT.
1.1.3.		The system shall be capable of tracking baggage based on BPM messages from external sources, e.g. from the automated sorting system.
1.1.4.		Based on the above-mentioned incoming messages, the system shall be able to display at least the following information: number of checked bags (according to type, see below), detailed information on individual baggage and passengers (baggage LPC, flight number, destination, passenger name, class, baggage status, baggage type (local, transfer – inbound, rush, unknown, to offload). Furthermore, the system shall provide the history of incoming/outgoing messages for a specific piece of baggage, indicating the time of delivery/dispatch, including the option to view details of these messages.
1.1.5.		The system shall allow automatic information transmissions about planned flights (departures and arrivals) from the contracting authority's AODB in real time and the option to change flight status according to such information. The creation of a new flight in the BRS database at least 24 hours in advance, including further transmissions of any changes in parameters and flight status from the AODB. In addition, the system shall allow authorized users to manually create flight schedules as well as individual ad hoc flights and to manually manage flight status (open, close, cancel, freeze, depart, reopen, unfreeze).

1.1.6.	Based on the above-mentioned incoming data on flights and baggage, the system shall be capable of displaying the baggage loading status of individual flights together with transactions made by users (the number of bags checked-in, the number of bags currently loaded, the number of bags left, baggage to be unloaded, the number of rush bags, unknown baggage (scanned bags without BSM), the number of transfer bags to be loaded or unloaded, including information on onward/inbound flights. All this information shall be displayed separately for at least two base locations; "Baggage hall" and "Aircraft".
1.1.7.	The system shall allow for the creation and assigning of a baggage trolleys (CART) or containers (ULD) to a specific flight. The system shall be able to generate a unique internal logical identifier by itself for pairing with a physical CART/ULD designation, based on data manually entered or a scanned from barcode that indicates the relevant CART/ULD in the form of alphanumeric characters (e.g. AKA1111OK) and to print this as a barcode on self-adhesive thermo labels in accordance with the specification contained in art. 3.3. When creating a CART/ULD, the user shall have the option to enter the CART/ULD segregation type, meaning the type of baggage for loading for which it will be set (e.g. local baggage, transfer, priority, etc.) and the number of created CART/ULD. The creation shall be supported from both workstations as well as HHT.
1.1.8.	The system shall allow for searches of baggage at least by the following criteria: baggage number (LPC), passenger last name, flight number, airline IATA code, CART/ULD number, destination).
1.1.9.	The system shall allow for differentiation between baggage loading in at least the "Baggage hall" and "Aircraft". Furthermore, the system shall support baggage tracking in any defined location. The HHT interface shall allow for logging/register into the particular location.
1.1.10.	A functionality for scanning of arrival baggage is required. The system shall be able to provide reconciliation of arrival baggage similarly to departure baggage, based on the assumption that terminating BSM messages are available for the arrival flight. Reconciliation will be done by scanning the baggage tags by the SICK automated scanner arrays, which are installed on the arrival belts, but the System shall support manual scanning using the HHT as well. System shall generate BPM messages for the unloading/delivery event. In case that the terminating BSMs for the flight are not available, system will try to match the scanned unknown baggage with the flight based on the other available information, as is the expected time window for the unloading and planned arrival belt.
1.1.11.	The system shall display and store a timeline of the arrival baggage scanning process for each particular flight. Based on this, the system shall also be able to record and redistribute (via the interface to EDW) information on the scanned baggage for the respective arrival, see article 4.2. In the system, it shall be possible to set SLA parameters for unloading of baggage (different SLA parameters at least for the aircraft type - narrow or wide body), including the possibility to evaluate the unloading process by the class of the baggage, i.e. by setting the maximum interval between arrival and FirstBag and LastBag. The system shall record and clearly display the fulfilment or exceedance of these parameters for individual flights and, based on this information, enable the creation of SLA fulfilment reports for a specified time period for individual handling agents or specific airlines.
1.1.12.	Optional (evaluted) item - The system can generate alerts in a form of pop-up window or message on workstation interface, e.g. when baggage for a flight is unloaded to a different arrival belt than planned, or a transfer bag is scanned on the arrival belt.

1.1.13.	The system shall be capable of recording position and time data on baggage loading so that for each bag, it will be able to display the CART/ULD number it was loaded into, the loading time and the order in which it was loaded. The same functionality is required for loading into aircraft, where the time and order of loading into an aircraft's hold or the ULD position shall be recorded.
1.1.14.	The system shall be able to carry out reflight operations, i.e. creating "rush" baggage, which is a bag that has not departed on its original flight and is sent with another flight; for the actual reflight operation, the system shall be able to offer the user the most suitable flights to send such baggage on, based on the parameters of those flights (destination, time).
1.1.15.	Optional (evaluted) item - The system will allow for optional connection to the WorldTracer system. The system will at least be able to generate FAH, FOH, and FLZ messages and send them via its own interface to WorldTracer. To ensure this functionality, the system shall allow for the configuration of a WorldTracer account (address) for each handling agent or for an airline established separately for the handling agent.
1.1.16.	The system shall include an administrator interface for creating and setting separate user groups for individual handling companies and the possibility to set comprehensive administration of rights and roles for individual users. For sub-roles or sub-groups of users, it shall be possible to enable or disable various system functions, both for the workstation interface and for the HHT interface.
1.1.17.	The system shall include an interface for accessing baggage and flight statistics (at least 6 months retroactively), including the possibility to generate reports in CSV format. It shall also include the option to log and display information on all user transactions made from both workstations and HHT. For all baggage operations, the system shall also record who performed the operation, i.e. the user's login (user account). The system shall also allow for the automated transmission of these records to the PA-managed SIEM system, if requested.
1.1.18.	<p>The system shall include an administration interface or administration tools - creation, editing and configuration:</p> <ul style="list-style-type: none"> - of individual airlines (at least IATA / ICAO code, company name, settings of used baggage classes, CART / ULD segregation types - of individual handling companies, including the assignment of individual airlines - creating and configuring rules for various CART/ULD segregation types (local, mixed, hub, sort, priority, etc.). <p>The option to create and configure own types, e.g. for specific values of the .E, .F, .O, R, element,</p> <ul style="list-style-type: none"> - setting of automated BPM message generation and sending, - automated message or report distribution (BMM, Flight Manifest, etc.) via email or the BagMessage service, - the creation and setup of user tracking locations, including rules applied to those, etc. is also required. <p>The interface shall also allow for the setting of other parameters and rules for inbound and outbound reconciliation of individual carriers, and again for setting alerts and possibly other reports for specific carriers.</p>
1.1.19.	The system shall monitor and display information on the time since the last BSM was delivered to the system; this information shall also be displayed for individual flights.

1.1.20.	The system shall be designed to be used on the following types of devices: - PC workstation (see art. 1.3.) - HHT and mobile phone (see art. 1.2.)
1.1.21.	Print solution configuration – configuration for self-adhesive label printers to print CART/ULD number labels. Printing from any configured printer shall be available from any workstation and HHT, including the option to set a default printer (for users). It shall also be possible to configure a printer for documents (ink/laser/dot matrix), connected locally or through a network, for printing manifests, reports and other statistical outputs from the system.
1.1.22.	The system shall allow the user to log into any terminal device using nothing more than a user name and password. The password shall include at least 12 characters for users and 17 characters for administrators. Each password will require at least a combination of three of the following types of characters: uppercase and lowercase characters, special characters, and numbers. Furthermore, the system shall allow for setting an expiration time for each user or group of users as well as the number of incorrectly entered login attempts after which the user is automatically blocked. Access passwords will be stored using current and up-to-date tamper-resistant cryptographic means in a legible form.
1.1.23.	The system shall enable automated data exchange with other systems operated by the contracting authority, in accordance with article 2.
1.2. Minimum Functional Requirements for the HHT/mobile Interface	
1.2.1.	The option to register an HHT to a pre-set location
1.2.2.	The option to display the current overview of flights, departures/arrivals separately, display the loading status for the selected flight (minimum information: flight number, ETD/ETA, destination, number of bags loaded, number and list of remaining bags to be loaded with the identification of specific baggage types).
1.2.3.	The option to display detailed information about not-loaded baggage on selected flight.
1.2.4.	The ability to register one or more CART/ULDs for a selected flight by entering the flight number, destination, number of CART/ULDs and baggage type, including printing the CART/ULD number on a self-adhesive label from any printer configured by the system.
1.2.5.	The option to load and unload baggage at any location while reconciling the baggage by reading its LPC using an HHT or manually entering its LPC into/from a registered CART/ULD. The loading or unloading of baggage is associated with a clear audio-visual response for the operator within 1 second after loading the baggage, and the HHT must be ready to scan another bag.
1.2.6.	The option of loading and unloading baggage when loading onto an aircraft by loading an LPC/CART using an HHT or manually entering an LPC/CART or assigning an aircraft position to a ULD.
1.2.7.	The option of displaying detailed information about selected baggage by reading its LPC using an HHT or by manually entering its LPC or by searching for baggage according to the passenger's surname (minimum displayed information: flight number, ETD/ETA, passenger's surname, class, time of loading, location of loading, information on Inbound flight or Onward flight in case of transfer baggage).

1.2.8.	The option to display detailed information about the selected CART/ULD by reading or manually entering the CART/ULD number (minimum displayed information: flight number, ETD, type, destination, status – open/closed, number of bags loaded).
1.2.9.	The option to display detailed information about the selected Hold status by manually entering the flight number and marking the relevant Hold (minimum displayed information: flight number, Hold ID, number of bags loaded).
1.2.10.	Merging selected CART/ULDs or Hold.
1.2.11.	The option to display the list of CART/ULDs for the selected flight, including the number of bags loaded in each CART/ULD, type and status (open/closed).
1.2.12.	The option to display detailed information for a selected flight (minimum displayed information: flight number, ETD/ETA, flight status, registration, destination).
1.2.13.	The option to manually track baggage in the defined tracking locations by scanning its bar code. User will visibly notified, when trying to track an inactive baggage. The baggage category and eventual comment will be visibly displayed on the screen with the tracking transaction result.
1.2.14.	The option to enter “Rush” baggage – i.e. baggage that did not depart on its original flight and is sent via another flight. The entering of such baggage will be based on the entry of at least the following information: flight number, baggage destination, original LPC baggage (can be entered either by an HHT or manually), “Rush” tag number. Based on this information, the system will offer the most appropriate subsequent flight on which to send the baggage. Entering “Rush” baggage will require either additional authorization by the person performing the entry, who is logged into the system, or this function will be limited through authorization for user roles.
1.2.15.	The option to display HHT information: HHT name, logged in user, IP address, battery status, WiFi or mobile network status. Battery and signal status should be displayed at all times regardless of the current screen being displayed.
1.2.16.	The option to display transfer baggage for a specific departure, including information about the arrival flights on which such baggage is located, including the identification of short ship baggage, i.e. baggage where the difference between the ETA of the arrival line and the ETD of the departure line is less than a definable value.
1.2.17.	The option of manually registering information about the time of FirstBag unloading and LastBag arrival for the given arrival by reading the luggage tag of such baggage, including the identification of the respective location (e.g. arrival belt).
1.2.18.	Mobile application in general is required to offer the same functionality as the HHT interface described above, especially per points 1.2.2, 1.2.3, 1.2.7.-1.2.12. and 1.2.15. The bar code scanning functionality is not mandatory. However, if possible, it can be done via the photo modul of the mobile phone. Please state in the Explanation field any minimal hardware or OS requirements which the mobile phone device should fullfil to be able to run the mobile application.
1.3. Minimum Functional Requirements for the Workstation Interface	


1.3.1.	All HHT interface functionality shall be executable from the workstation (PC) interface. Data shall only be entered manually, without the possibility of reading bar codes. When loading baggage through a workstation, we require the option to select the required baggage for the specific flight from the list or selection, not just by manually typing LPC.
1.3.2.	A clear overview of departures with the option of specifying the display time range (-6 months to + 24 hours) with basic information on the displayed flights (flight number, ETD / ATD, destination, total baggage, number of bags loaded, including local/transfer/rush/unknown baggage and number of bags to be unloaded, if any).
1.3.3.	A clear display of arrivals with the possibility of specifying the display time range (-6 months to + 24 hours) with basic information on the displayed flights (flight number, ETA/ATA, route, total baggage, number of bags ending here, number of transfer bags, unloading – FirstBag, LastBag).
1.3.4.	An overview of selected departure information (flight number, ETD/ATD, destination, flight status (open, closed, departed, cancelled), stand number, registration, aircraft type, total bags checked, bags scanned in “Baggage Hall” and “Aircraft”, number of unchecked bags in these locations, the last two options divided into local and transfer baggage, number of RUSH bags, unknown baggage, number of bags to be unloaded, highlighted if such baggage exists, as well as the option to display the CART/ULD registered to the specific flight.
1.3.5.	A clear overview of selected arrival information (flight number, ETA/ATA, route, en-route, arrived, cancelled), gate number, registration, aircraft type, total bags, total bags ending here, total number of transfer bags with the possibility of displaying connecting flights).
1.3.6.	Option to display and print the following reports: - flight manifest including information for the selected flight [flight number, ETD/ATD, destination, flight status (open, closed, departed, cancelled)], stand number, registration, aircraft type, total baggage checked-in, baggage scanned at “Baggage Hall” and “Aircraft”, number of not yet scanned bags in these locations, the last two options divided into local and transfer baggage). Printing must be possible both on a local or network connected printer (laser or inkjet) in case of standalone workstations as well as from CUPPS workstations and their dot matrix printer (dot matrix – OKI 280, OKI 3320). The printing output from the system (plain text without any graphics) must be adapted to the printing options for this type of printer, - known as a bingo sheet, i.e. printing for each loaded CART/ULD the equivalent of a manual bingo sheet in the form of bar codes of each piece of loaded baggage, - CART/ULD identification sheet, containing information about the CART/ULD serial number with bar code containing this information. Other information like flight number, scheduled date, destination and CART/ULD segregation type may also be required.
1.3.7.	An interface for manual creation of ad-hoc flights or flight schedules by entering the flight number, destination, date and ETD, and the time span including the definition of the days of the week that the flight would operate in case of scheduling. It should also be possible to work with existing flights, manually change flight status, cancel and delete flights.

1.3.8.	The option of displaying statistical data allowing, for a specified period of time (at least 6 months), to obtain information on, at least, flights, checked baggage, loaded baggage, including local and transfer baggage, rush baggage, baggage overview by class, i.e. total for the selected handling company or airline or by flight. The option to export these reports/statistical data to PDF or CSV formats or to directly print reports.
1.3.9.	The option to review user/system transactions by time period, HHT number, user, flight number, transaction type, etc.
1.3.10.	An administrator interface for configuring handling companies, airlines, managing user accounts, user groups, defining and assigning roles, visualizing system status, and configuring system and functional variables, including setting up automatically generated status messages.
1.3.11.	An overview of currently used, logged-in HHTs, including a history.
1.3.12.	The application shall be web-based, supporting the up-to-date versions of web browsers.
1.3.13.	The application shall support user input through a standard PC keyboard and mouse.
1.3.14.	The application shall support a drill down approach, where for individual displayed entities (e.g. baggage) it will be possible to click to display details of the entity.
2. Data Exchange Requirements	
2.1. Data Exchange between AODB/ISH	
2.1.1.	<p>Flight data transmission and updating shall be implemented via an interface with the Contracting Authority's AODB/ISH. following technologies are preferred and supported:</p> <ul style="list-style-type: none"> - Kafka protocol (client authentication and authorization based on TLS) - alternatively, Kafka via REST API (client authentication and authorization based on mTLS) - JSON – transmission format encoded in UTF-8 <p>Technical requirements for the REST API are described in the corresponding Annex of the tender documentation.</p> <p>The following data are available from the AODB/ISH for the BRS's own operation and functions:</p> <ul style="list-style-type: none"> - individual flight numbers, - IATA codes and destination names, - ETD/ETA, ATD/ATA - Planned stand numbers, gate, arrival belts - <u>handling company for the flight, etc.</u>
2.1.2.	System shall be able to provide defined bag events data via an interface to AODB/ISH or other specified endpoint in real-time or near real-time (max delay up to 5 minutes).

	2.1.3.	<p>The minimum set of such events for each departure bag shall be as follows:</p> <ol style="list-style-type: none"> 1) bag created 2) bag loaded (into ULD and/or into aircraft) 3) bag unloaded (assuming such an event) <p>For these events, the corresponding BSM or BPM data shall be used, however the minimum required set of data is as follows, assuming they will be available:</p> <ul style="list-style-type: none"> -TagID -FlightNumber -FlightDestination -FlightDate and STD -PNR -Seat number -Sequence number -Passenger status -InboundFlight Destination/Flight number/Flight date -OutwardFlight 1-x Destination/Flight number/Flight date -Timestamp of the event -Event type
	2.1.4.	<p>The minimum set of such events for each arrival bag shall be as follows:</p> <ol style="list-style-type: none"> 1) bag created/expected (assuming the bag will be known) 2) bag delivered (assuming the bag will be scanned on arrival) <p>For these events, the corresponding BSM or BPM data shall be used, however the minimum required set of data is as follows, assuming they will be available:</p> <ul style="list-style-type: none"> -TagID -FlightNumber -FlightDestination -FlightDate and STD -PNR -InboundFlight Destination/Flight number/Flight date -OutwardFlight 1-x Destination/Flight number/Flight date -Timestamp of the event -Event type
2.2. Data Exchange between EDW and BRS		
	2.2.1.	<p>System shall be able to provide statistical data for each departure and arrival flight, the expected frequency for downloading such data to EDW is once per day (data from previous day)</p>

2.2.2.	<p>For each departure flight, an overview of the final baggage status; for each piece of baggage, the following information:</p> <ul style="list-style-type: none"> -TagID -FlightNumber -FlightDestination -FlightDate and STD -PNR -InboundFlight Destination/Flight number/Flight date -OutwardFlight 1-x Destination/Flight number/Flight date -Final destination -BagWeight -BagClass -BagType (OOG/rush/crew...) -Final BagStatus (loaded/to reflight..)
2.2.3.	<p>For each arrival flight, an overview of the final baggage status; for each piece of baggage, the following information (under condition, that terminating BSM is received):</p> <ul style="list-style-type: none"> -TagID -InboundFlightNumber -InboundFlightOrigin -InboundFlightDate and STA -PNR -OutwardFlight 1-x Destination/Flight number/Flight date, if relevant -BagWeight -BagClass -BagType (OOG/rush/crew...) -Final BagStatus (delivered/expected..)
2.3. Integration with Automated Scanner Arrays	
2.3.1.	<p>The Contracting Authority requires compatibility with installed SICK automated scanner arrays for arrival baggage in accordance with IATA Resolution 753. Each scanner array is equipped with MSC800 controller and connected to one common cabinet with SIM2000 line controller in each terminal, which serves as a communication gateway. System shall be able to receive baggage information scanned from the baggage tags by these devices. Creation of necessary interface will be part of the Participant's offer.</p>
3. Technical Requirements for the System and Other Hardware	
3.1. System Infrastructure Requirements	
3.1.1.	The server part of the system ("Core System") may be provided either on-site or cloud based.

	3.1.2.	In case of an on-site solution, the Participant shall provide the server(s), including the disk array, where the core system of the BRS production environment will be installed in the Contracting Authority's LAN. The Contracting Authority requires a server configuration that ensures full functionality of the System (hardware and software performance ensuring smooth operation of the entire System without any downtime or delays in handling queries on all workstations and HHTs) for a minimum of 6 (six) years.
	3.1.3.	The Contracting Authority requires a cluster solution to ensure backup in case of primary server failure. The delivery (provision) of the server part shall also include a backing up of the database and the Core system itself.
	3.1.4.	Also included shall be a server for the test environment, as a replica of the Core system, which will be used for testing in case of system changes or upgrades. The test environment must be accessible from both the PC interface and the HHT interface.
	3.1.5.	In the case of cloud based solutions, the Participant shall provide server capacity within a remote data centre or cloud service, while meeting all the performance and operation requirements specified in 3.1.2 and 3.1.4. In case of cloud based solution, a dedicated and redundant connection between local system components and the cloud based Core system shall be provided as part of the service. Backup connection via the public internet is also required.
3.2. HHT/mobile Requirements		
	3.2.1.	<p>Mobile devices ("HHT") that meet at least the following requirements are required as part of the service:</p> <ul style="list-style-type: none"> - Support for connection via GSM (supporting 5G) and Wi-Fi networks (assuming operation via a mobile network using Wi-Fi as a mean of backup connection only; a mobile connection including SIM cards will be provided by the Contracting Authority) - communication must be encrypted using current up-to-date tamper-resistant cryptographic means - it must allow users and administrators to sign in with password-protected accounts - it must be ensured that a non-privileged user cannot change any settings - a pistol-design device - Device OS: Android 8.1 or higher - at least a 5" touchscreen, minimum resolution 720x1280 - Wi-Fi 802.11a/b/g/n, support at least WIF WPA-2 Enterprise - IP65 - at least 3GB RAM
	3.2.2.	Number of required HHTs (including SW licences): 130 units + 10 spare units.
	3.2.3.	The service shall also include HHT support and service meeting defined SLAs, including warranty and post-warranty repairs in case of any defects or damage to these devices.

3.2.4.	<p>The provision of HHT shall also include accessories: 1) Charging/docking stations, 15 units of 4-slot stations, or another available equivalent of this charging capacity (60 charging positions). 2) 45 pieces of wearable scanning equipment, such as model example ProGlove MARK 2 or similar, with optic and acoustic scanning feedback and re-chargeble battery with 8-hours shift battery life. 3) Rubber or other form of cover for each provided HHT</p>
3.2.5.	Number of requiried mobile phone SW licences (Android OS): 20 pcs.
3.3. Technical Requirements for Label Printers	
3.3.1.	<p>As part of the service, printers with a LAN interface are required for printing self-adhesive labels and for connection within the Contracting Authority’s network, enabling the thermal printing of labels used for CART/ULD labelling. Labels will be supplied by PA in rolls with a reel diameter of 160 mm and a spool width of 76 mm. The dimensions of the individual labels shall be 149 x 60 mm; the gap between labels per roll is 3.4 mm. Servicing throughout the duration of the contract is required for the printers.</p>
3.3.2.	<p>The print shall minimally contain information about flight number and CART/ULD number and type in legible form and in bar code form (CART/ULD number); similarly to the current form and format:</p>
	
3.3.3.	Number of printers required: 15 units + 5 spare units.
3.3.4.	The service shall also include support and servicing meeting defined SLAs, including warranty and post-warranty repairs in case of any defects or damage to these devices.
3.4. Technical Requirements for workstations	

	3.4.1.	<p>Dedicated workstations are not part of the delivery and will be provided by the contracting authority. The configuration of standard workstations is listed below. If the application requires a different hardware configuration for its operation, the Bidder shall specify these requirements in their proposal.</p> <p>OS: Windows 11 Intel i5 processor, 13th gen. 16 GB RAM 512 GB SSD hard drive Each workstation includes a standard keyboard and an optical USB mouse with a mouse pad LCD monitor 19" or 24" depending on supplier recommendation</p>
4. Training and Documentation		
	4.1.	As part of the Implementation, the Participant will perform Basic Administrator and User training leading to perfect knowledge of the System and its configuration.
	4.2.	<p>During the Implementation, the Participant is obliged to provide complete System Documentation that will be the basis for all the above-mentioned System training sessions. The System documentation shall contain at least the following topics:</p> <ul style="list-style-type: none"> - complete communication scheme of the System in graphic and text form, - HW IP addresses (production and testing servers, backup devices, PC workstations, etc.) including the required FW (Firewall) and necessary communication ports, - Administrator and user manual.
	4.3.	The Participant undertakes that all the above-mentioned System Documentation will be immediately updated in the event of any changes made and handed over to the Contracting Authority without delay.
5. Support, Maintenance and SLA		
	5.1.	It is the responsibility of the Contractor to support the operation of the system in 24/7 mode, including ensuring the addressing of incidents, problems and change requirements. The support shall also include continuous monitoring of the system.
	5.2.	The support model must ensure the resolution of incidents and problems within the contractually agreed-to SLA parameters.

Annex 3: Acceptance protocol

Delivering party:		Accepting party:	
Company:		Company:	Letiště Praha, a. s.

Date of issue of order No. ____ :

Performance date-:

Supplied system modifications

Defects

Category A:
Category B:
Category C:

I hereby confirm that on performance under Order No. ____ under the BRS Service Contract has been accepted.

On behalf of

Letiště Praha, a. s.

Annex 4: Breakdown of the Remuneration and the Price of System Modifications

1) Remuneration Breakdown:

Monthly Remuneration for the provision of the System and Services.

		Price in CZK excl. VAT per month
Total minimum monthly Remuneration	Minimum monthly guaranteed Remuneration for Implementation and provisioning of the System including training and System support and for the lease and support of HHTs, including HHT Accessories, and Label Printers- a monthly flat fee.	[REDACTED]

2) Price List

Price applicable to System Modifications:

Item	Description	Price in CZK excl. VAT
Additional SW HHT licence fee	The price of one SW license for HHTs including technical support for the SW - a monthly flat fee. This price will apply to requests made by the Customer to increase the number of licences at any time throughout the term of the Contract.	[REDACTED]
Additional SW mobile licence fee	The price of one SW license for mobile device including technical support for the SW - a monthly flat fee. This price will apply to requests made by the Customer to increase the number of licences at any time throughout the term of the Contract.	[REDACTED]
Additional HHT provision	The price for leasing one HHT including technical support – a monthly flat fee or formula for calculation of the corresponding monthly fee. This price will apply to requests made by the Customer to increase the number of HHTs at any time throughout the term of the Contract.	[REDACTED]
Additional HHT Accessory provision	The price for leasing one HHT Accessory – Charging station including technical support – a monthly flat fee or formula for calculation of the corresponding monthly fee. This price will apply to requests made by the Customer to increase the number of HHT Accessories at any time throughout the term of the Contract.	[REDACTED]
Additional HHT Accessory provision	The price for leasing one HHT Accessory – Wearable scanning equipment, including technical support – a monthly flat fee or formula for calculation of the corresponding monthly fee. This price will apply to requests made by the Customer to increase the number of HHT Accessories at any time throughout the term of the Contract.	[REDACTED]
Additional Label printer provision	The price for leasing one Label Printer including technical support – a monthly flat fee or formula for calculation of the corresponding monthly fee. This price will apply to requests made by the Customer to increase the number of Label Printers (or technically equivalent printers) at any time throughout the term of the Contract.	[REDACTED]
Work on System Modifications	Price of a corresponding single Man – Day rate for any System Modifications	[REDACTED]

All unit prices listed in Section 2 are prices or calculations that will be valid throughout the Contract for any increase in the quantity of concerned parts.

Annex 5: Implementation

Part 1 A description of System Implementation and Testing

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1. Appendix B - Implementation - Project Management Methodology and Operational Excellence

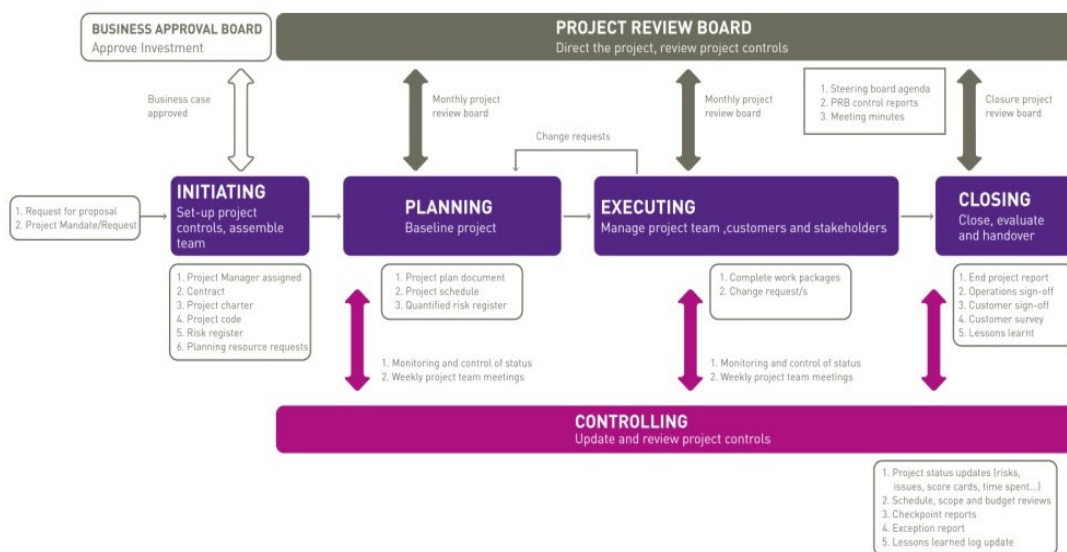
SITA has developed world-class Project Management and Operational Excellence capabilities and know-how through 65 years of successfully delivering a broad portfolio of Information Technology and Telecommunication solutions to the Air Transport Industry. SITA now has over 200 Project Managers and a high number of operational teams who have delivered and supported projects in more than 220 countries.

SITA Project Managers and operational teams use a structured, disciplined and standardized approach for project management. These approaches will be applied to the Prague Airport’s Bag Manager project, which will be adjusted as necessary in agreement with Prague Airport to suit the local requirements, ensuring a successful implementation and cutover that can be monitored, controlled and measured throughout the lifecycle.

SITA’s Project Management Methodology is based on the Project Management Institute’s (PMI®) Project Management Book of Knowledge, PMBOK® Guide, and is also successfully used with clients who use the OGC PRINCE2™ methodology. The SITA’s Operational Excellence is based on the IT Infrastructure Library (ITIL®) Best Practices methodology. The SITA Project Management Competency Program leading to PMI® Project Management Professional (PMP®) and ITIL® Service Operations certifications ensures that Project Managers and SITA’s operational teams are not only competent in the methodology but also equipped with specific personal and professional skills and experience.

1.1 Project Lifecycle Phases

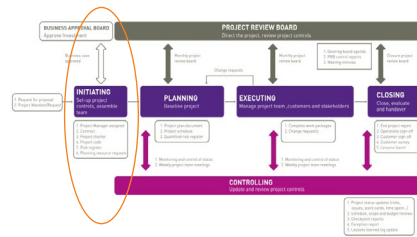
SITA’s Project Management Methodology segments the project lifecycle into distinct phases. Each phase has well-defined activities with clear entrance and exits criteria.



1.1.1 Initiation

Deliverables included in the Initiation phase are:

- Establish the Core Project Team
- Creation of a Project Charter.



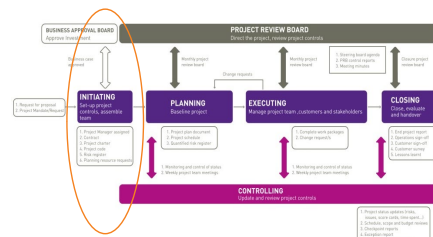
The Project Charter is the basis for the creation of the Project Plan. It forms the baseline of the project and ensures that all aspects of the Project are clearly defined and agreed with Prague Airport from the outset. The Project Charter identifies the following:

- The Project objective(s)
- Project Team Structure
- The Project deliverables and their associated quality criteria
- The planning
- The costing
- The resources
- The Project documentation
- The Quality and progress control
- In addition, the Initiation phase also covers:
 - Creation of a detailed requirement specification,
 - Agreement on a baseline high level project plan,
 - Identify, assess and determine responses to key risks,
 - Agreement on a Statement of Work detailing the scope of the project and the respective responsibilities for SITA and the Prague Airport to ensure delivery of the project,
 - Definition of Acceptance Criteria,
 - Identification and alignment of key stakeholders with Prague Airport and SITA,
 - Contract signature,
 - Implementation of the controlling processes.

1.1.2 Planning

During this phase of the project, the main deliveries produced are as follows:

- Detailed Work Breakdown Structure and Project Implementation Plan
- Detailed Technical Solution to the Project
- Establish Baseline
- Full Implementation of Controlling Processes
- Contracts and Documents understanding defining the commitments of all parties



- Project Quality Plan.

The outputs from the planning activities detailed above are intimately related. The Project Manager will ensure that they match and are always synchronized. Furthermore, the Project Implementation Plan will also be taken into consideration:

- Work packages and activities
- Budget
- Time
- Resources
- External dependencies
- Quality
- Risk.

For planning, SITA follows a structured approach:

- Specify the Work Packages and develop a work breakdown structure
- Determine Work Package Dependencies
- Estimate effort, timescale and resource requirements in a Resource Plan
- Identify key Control Points
- Add in Management & Quality Work Packages
- Identify the activities for the Execution Phase
- Produce a Project Schedule
- Carry out an in-depth Risk Assessment
- Full Project Team build up to establish the personnel working within each team
- Detailed definition of Acceptance Test.

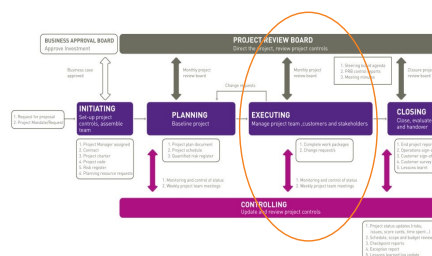
1.1.3 Executing (Delivery Process)

This phase is concerned with carrying out the activities that have been planned in detail, during which risks are constantly monitored and the change control process managed.

The deliverable from this stage will be the project itself, i.e. a fully developed, tested, installed and accepted solution.

Activities included in the execution phase are:

- Lead, organize, align and motivate project resources to deliver outstanding results
- Prepare the Work Packages and confirm the output required to deliver the desired results
- Monitor and record the tasks completed and closed, updating the master project plan highlighting risks where appropriate



- Monitor and actively manage Issue and Change Requests using the established project controls support from SITA’s Enterprise Project Management System
- Ensure the project meets the schedule, cost and scope of commitments outlined and agreed between SITA and Prague Airport
- Involving Prague Airport stakeholders in preparing for acceptance and transition of the outlined solution.

1.1.4 Monitor/Controlling

Project Progress Monitoring and Validation Steps are embedded within the SITA Project Management Methodology through the project governance structure.

The governance structure assures delivery of a completely accepted solution that meets fully the requirements of Prague Airport and that is ready for an effective handover for ongoing support to SITA Global Services.

The project methodology provides controls that ensure all parties understand their roles and responsibilities throughout the lifecycle of the project and will provide Prague Airport with accurate, timely and clear reporting of progress.

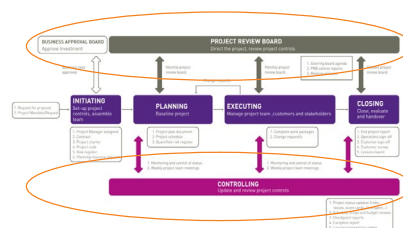
The controls are applied at Project, Phase and Activity level in order to:

- Review and monitor Schedule and Budget progress against plan, Scope and Quality against the solution specification
- Review and monitor:
 - Risks,
 - Issues,
 - Dependencies,
 - Project Objectives, Scope and ultimate benefits:
 - Develop and provide any necessary re-forecast,
 - Initiate any corrective or change management actions.

The main controls that SITA will apply to this project are:

- A multi-level governance and assurance process
- Risk management
- Change management
- Quality.

Each of these controls is explained in detail below.



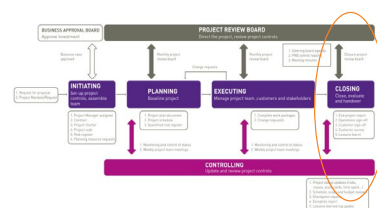
1.1.5 Closing

The Closing phase of the project lifecycle ensures the delivery project has a distinct endpoint and there is a transition of the project's outputs or programs outcomes to SITA Global Services.

The project's outputs or programs outcomes will enable Prague Airport to realize the full benefits that were the reason for engaging with SITA.

Major Deliverables of this phase are:

- Finalize all delivery documentation and controls



All open risks have been mitigated, and the risk register is closed

- Any open issues that have not been resolved have been transferred and accepted by SITA Global Services
- Solution documentation is catalogued and filed
- Formal acceptance of the project outputs by Prague Airport
- Survey key stakeholders at Prague Airport on satisfaction with the project output and the management of the project
- Evaluate the project and conduct a lesson learnt
- Identify follow-up actions for future projects
- Transfer on-going responsibility of the project outputs to SITA Global Services.

1.2 Project Team

SITA's Project Team will be set up of professionals who have delivered a number of Baggage Management systems to airports and airlines across Europe and the world. The main members of the project team are:

1.2.1 SITA's Project Manager

The project manager will be assigned for the purpose of the project and will co-ordinate the required resources and manage the timescales also acting as a single point of contact for the project. The project manager will co-ordinate each phase of the project to ensure a handover into the steady state operations according to the agreed timescales. The role includes the following activities:

- Deliver the project to the required standards within the time and cost constraints.
- Manage resources involved in the project to ensure the deliverables are met in a timely and accurate fashion.
- Manage all project risks, issues and changes via the appropriate process.
- Initiate the work orders for resourcing.

- Take responsibility for overall progress and use of resources and initiate corrective action where necessary.
- Fulfil all reporting requirements for the project and prepare the lessons learned report and end project report.
- Coordinate activities concerning system configuration change and implementation.
- Handover acceptance from delivery to operations.

1.2.2 SITA's Software Implementation Engineer

The SITA software implementation team is responsible for all SITA Bag Manager installations in Europe. The Implementation Engineers are highly knowledgeable and experienced in SITA products as well as in airline environment. They are responsible for the core room equipment staging, core room installation, and for the test stations' set-up on site in PRG. The Software Implementation Engineer reports on the project to the Project Manager.

1.2.3 Post Cutover Support

Post Installation Support is designed to provide long-term assistance in maximizing the effectiveness of the baggage management solution. Its goal is to preserve the highest degree of customer satisfaction by maintaining problem-free system operation.

Once users start using Bag Manager in earnest, on 'real' flights, many questions need answering. SITA will provide PRG with a staff member on-site for 14 days to provide support in the critical post cutover phase.

Bag Manager is supported 24 hours a day, 7 days a week by the Baggage Operations Team. Using advanced tools and communication over the SITA network to every Bag Manager site, the staff can readily answer questions, pro-actively monitor server use and capacity, rectify problems, liaise with 3rd party maintenance organizations etc. etc.

1.2.4 Project Coordinator

The SITA Project Coordinator works remotely with the Project Manager to ensure effective project execution. Responsibilities include ordering and shipping equipment, collecting asset data for operations setup, and assisting with airport passes, regulations, documentation, and communications with airline representatives. The Project Coordinator reports to the Project Manager.

1.2.5 Transition Manager

SITA Transition Managers are specialized in the Operational solution set-up. Their responsibilities include communicating with all parties responsible for the various components of the Operational solution, from service desk agents to 2nd and 3rd level support team, tools, process specialist, data analysts, test managers, local operations people etc. The Transition Manager reports in the project to the Project Manager.

1.3 Quality Management

The SITA Project Quality Management includes the processes and activities that SITA performs to determine quality policies, objectives and responsibilities to meet the project goals. It implements the quality management system through policy and procedures with continuous process improvement activities conducted throughout the project and specifies how the Customer quality expectations for products included in the project will be met.

To ensure quality throughout the project life cycle, project manager will use Quality Planning and perform Quality Assurance and Quality Control.

A Project Quality Management Plan will be produced by the project team as a part of Project Management Plan and will describe Quality requirements, Quality assurance processes, Quality control processes and defect correction processes which will be applicable to the project.

The approach to Quality will be based on ensuring conformance with the contract, Acceptance Test plans being agreed before the implementation of the systems and the implementation of comprehensive Configuration Management processes. Acceptance Testing and Quality Assurance will be managed through the Project Office.

The Project Management processes that SITA applies to are audited for conformity by the SITA Corporate Project Management Office. Furthermore, Quality Control processes are applied at three levels in SITA:

- Project Implementation
- Operations
- Corporate Focus on Customer Satisfaction.

1.4 Quality Planning

The quality planning consists of activities aimed at satisfying the quality requirements, i.e. acceptance criteria for the deliverables, which are documented in the design or acceptance of testing documents. Quality requirements have to be consistent with

- Agreed detailed scope
- Agreed detailed design, if applicable
- Agreed acceptance criteria
- Agreed operational hand-over criteria.

The workshop should be conducted jointly between the project team and the Customer to discuss and agree quality requirements during the planning phase of the project.

1.5 Quality Assurance

Quality Assurance is the process of auditing the quality requirements and the results from quality control measurements to ensure the appropriate quality standards and operational

definitions are used. It is ensured through project organization, processes and procedures, such as:

1.5.1 Communication Processes

Project communications include processes required to ensure timely creation, collection, distribution, recording and archiving project information. Project team members shall communicate all project related issues with the Project Manager. The Project Manager is a Single Point of Contact for the Customer (SPOC) and is the one who performs formal external communication. Joint SITA-Customer project management meetings are conducted remotely on a basis agreed mutually at the beginning of the project. The standard agenda of such meetings covers the following aspects:

- Review of progress against plan
- Review of the Project Open Issues Log
- Review of the Project Risk log and of the related actions
- Review of open Change Requests.

After the meeting the minutes specifying all agreed summaries and actions are issued within 5 working days and sent for review, comments and approval to all the participants. The failure of some party to respond or provide comments to the minutes within 5 working days results in an automatic approval by that party.

1.5.2 Escalation Processes

Any project issue can be escalated. Escalated issues can relate to concerns, risks, deviations from plans, mistakes in estimation, changes in resource availability, unplanned work, poor quality of the work performed etc. An agreed escalation process helps to avoid waste of time, effort and resources relating to an escalation. The escalation of project issues follows a hierarchical route, applying the following basic principles:

- The main forum for issue resolution for a Project is the Project Managers' meeting. The main forum for issue resolution for Operations is the Monthly Operations review
- Escalation to the next level up will always happen within the same company, e.g. from Customer to Customer and from SITA to SITA
- Escalation to the other party will always happen at the same level, e.g. from Project Manager to Project Manager or from Director to Director
- Escalation is always preceded by an attempt to solve the issue within an agreed timeframe
- An issue can be escalated to level +1 as soon as the level agrees it cannot address the issue to the satisfaction of both parties
- The escalating party informs the other party that an escalation will take place
- Escalations should be documented in the Project Management meeting minutes or, if they relate to operational issues, in the Operations review minutes.

1.5.3 Review Processes

On a regional level Project Review Board is held internally on a monthly basis to review both compliance with SITA Project Management standards and variance to project performance baseline and defines the preventive or corrective actions where needed. On the corporate level SITA PMO provides an independent quality assurance role reviewing the portfolio for both compliance with our Project Management standards and variance to baseline plans. This analysis is reviewed monthly by the SITA CEO and executive leadership team.

1.5.4 Change Management Processes

Changes may be initiated by any project stakeholder either in written or verbally. In order to have all of them recorded in written, evaluated against the scope baseline, cost baseline and project schedule to estimate impact on the project, reviewed by project manager or Change Control Board and either approved or rejected.

1.5.5 Configuration Management Process

In order to effectively and efficiently manage approved changes in a common standard way a configuration management system is used project-wide to focus on specification of both deliverables and the processes. Configuration management activities include selection and identification of the configuration item, reporting and recording information about configuration item when required, and configuration verification and audits.

1.5.6 Testing and Acceptance Processes

These processes allow the project team and the Customer to ensure that the products or services delivered in the scope of the project meet the requirements defined in the project scope statement or design documentation.

1.5.7 Acceptance / Completion Criteria Definition

Product acceptance or project completion criteria should be detailed in the project scope statement or detailed systems design. They define processes and criteria for accepting completed products, systems, services, or results.

1.5.8 Quality Checks / Control

A component- or product-specific checklist(s) is used to verify that a set of required steps has been performed. Checklists may range from simple to complex based on project requirements and practices. For SITA standard systems checklists are normally developed

by SITA Product Management to ensure consistency in common task performance for all SITA installation sites.

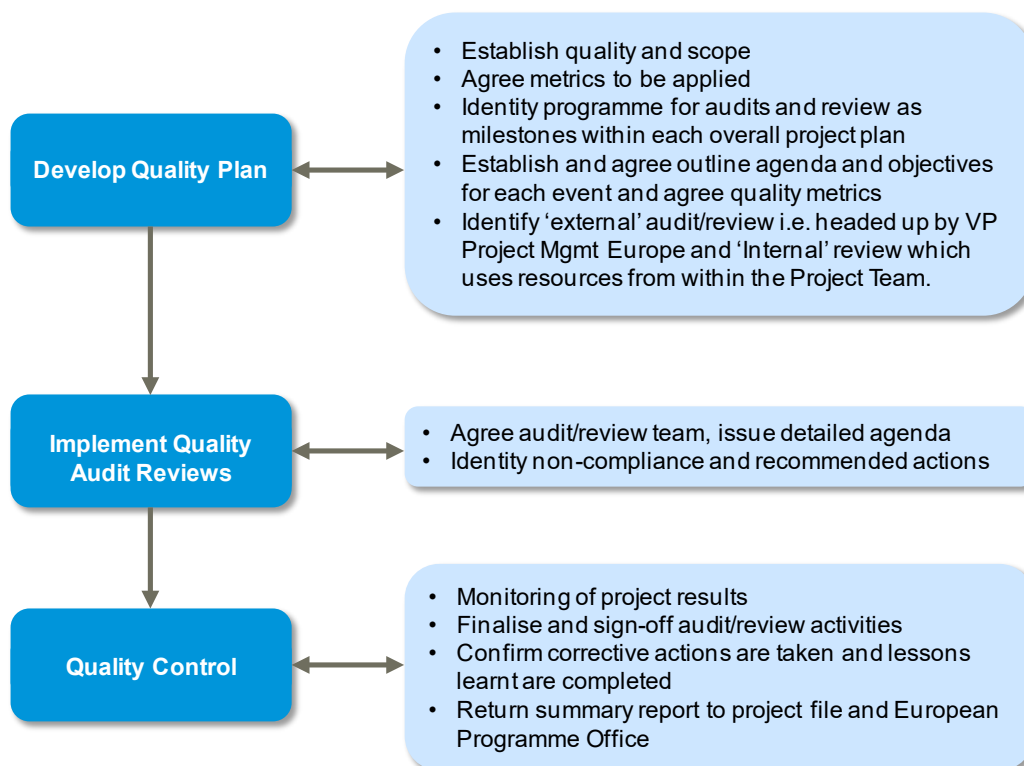
1.5.9 Quality Management

Quality Control means ensuring that products and services meet the quality criteria specified for them. The outcome of the Controlling activities will be reported in the project management team meetings and project reviews.

The verbal and written reviews will describe at least the following:

- Progress against plan (schedule, deliverables)
- Action list review
- Issues review
- Change Control review
- Risk review
- wS+Quality and Safety review.

The SITA Project Quality Management is summarized on the chart below.



2. Bag Manager System Integration

Proposed Approach for Integration within Prague Airport Environment:

2.1 Server Installation

SITA's Cloud Configuration group to set up a virtual machine for Bag Manager application.

The SITA Implementation engineer will do the following tasks:

- Install (guest) operating system
- Install all additional software as required including Redhat JBoss, Oracle and Bag Manager application
- Configure users, disk volumes, network etc. in co-operation
- Configure external interfaces
- Perform User Acceptance Tests (UAT);
- Run HA and DR testing in controlled environment
- Agree and signoff HA and DR functionality
- Make all necessary arrangements for maintenance.

2.2 Bag Manager System Installation and Commission

Installation of the infrastructure will proceed according to the project plan, typically the sequence of installation will be Power distribution, airport network cabling and hubs, LAN connection to Core Backbone, Installation of Bag Manager software, Installation of workstations and printers, commissioning of HHTs.

2.3 Integration Testing

Integration testing is conducted by identifying a series of tests and expected results and the correct installation where all the different component parts come together and are tested to ensure they work as designed.

This will test any new development work, the network, flight information and BagMessage data feeds.

2.4 IWS and Printer Installation

The SITA Implementation Engineer is responsible for software installation and configuration. A suitable web browser may require installation and configuring, the desktop needs locking down and the Bag Manager Print Service may need installing and configuring.

The Report/Container Sheets are typically HP LaserJet printers with a network interface card and dual sheet feeder trays. Reports are normally printed on A4 paper and container sheets on A5 cards per IATA standard.

2.5 Acceptance Tests

SITA will perform careful multi-round UAT testing to resolve all significant defects. Test cases will cover both basic Bag Manager functionality and all data interfaces.

- Acceptance of the system is on the basis of the standard SITA Acceptance test process
- The Project Manager will agree with the customers about any additional tests and schedule this into the project plan. Cost and timescale changed will be dealt with under Change Control process
- The Bag Manager User Acceptance Test Plan Process will be explained to and agreed with the customer and/or users who must be present for the tests themselves, and have authority to sign off
- Representatives from all Handling Agents may be required
- The tests are prepared and run by the implementation engineer.

There are three sets of tests that SITA does on a similar type of Bag Manager implementation. Each test plan is always further tailored to the specific Bag Manager functions and requirements at Prague Airport.

The tests in the server acceptance test plan will be performed by the SITA Bag Manager Installation Engineer when the equipment has been fully installed into the core room and racks; the power and network connections need to be completed for this activity with the servers both running as in a normal operating mode.

The purpose of this acceptance test is to ensure that the Bag Manager servers and their disk arrays are correctly set up and will perform failovers (i.e. take full advantage of the HACMP set up) as and when required.

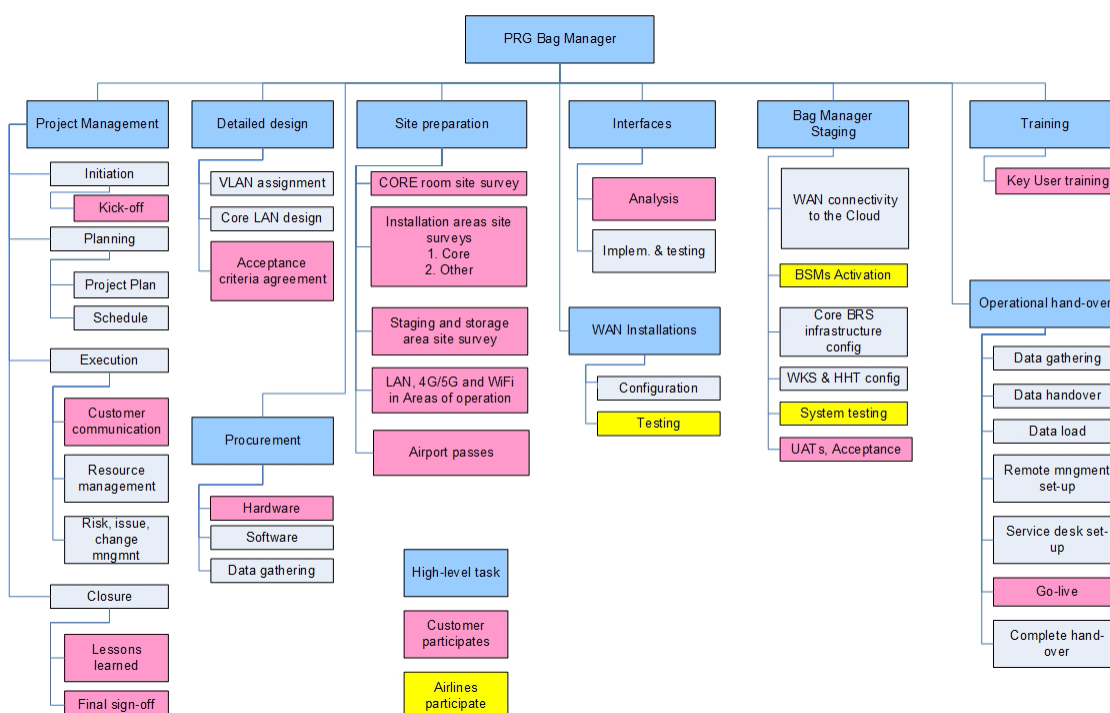
2.6 Bag Manager User Acceptance Test Plan

The customer or baggage handling representative, ideally a Baggage Super User or Supervisor, will be expected to run through the specified tests after they have completed the Bag Manager end user training course. The customer should note whether a test has passed or failed as indicated in the test specification. When all tests have been completed, the customer should sign and date the acceptance test document. SITA will assist with this testing process as part of the customer acceptance criteria for the Bag Manager delivery project.

2.7 Data Interfaces - Acceptance Criteria / Acceptance Tests

Depending on the number and type of custom data interfaces, additional UAT test cases will be defined in cooperation with Prague Airport. The key interfaces are those for processing of BIMs (via BagMessage service), reception of flight feed from airport's AODB system.

2.8 Set-up, Timing to Go Live - Workstreams for Bag Manager Project



1. Bag Manager kick-off meeting is going to play an important role for future smooth start-up of the new Bag Manager system. All key stakeholders should be participants.
2. Server installation, device configuration, testing and acceptance by Prague Airport.
3. Integration with Wi-Fi infrastructure provided by the Prague Airport, HHT device configuration, testing and acceptance by Prague Airport.
4. Bag Manager – Installation of Bag Manager in Cloud, system configuration.
5. Training for baggage handling staff. Training of all stakeholders and operatives of the baggage handling process “just in time” for the operations start is an important requirement to ensure smooth migration to the new platform.
6. Shared equipment roll-out. All workstations/peripherals and HHTs will be staged and tested in advance. Subsequently installed to target spots in agreement with local stakeholders and local conditions.
7. In order to minimize potential impact to Airport and Airline operations after official Cutover to production, complex system testing covering also the functionality of all

interfaces to other sub-systems will be completed. Cutover go-decision will not be taken unless all major BRS functions are tuned and accepted.

8. Operations set-up, consisting of asset and contact data gathering, tools set up, office set up in Prague Airport, testing and acceptance. The SITA project team will include a specialized Project Manager responsible for the Operations set-up, called the “Transition Project Manager”. The Operations set-up will be completed before the first workstation/HHT is installed, to ensure that Bag Manager is supported starting from the very first workstation installation.

APPENDIX

Appendix A: Training

As a part of implementation SITA will provide two types of training to the Prague Airport Users.

Course Name	SITA Bag Manager for Administrators
Delivery Mode	Instructor-Led
Duration	2.0 hours
Course Prerequisite(s)	N/A
Course Description	This course provides details of the SITA Bag Manager architecture and functions of the System and terminals.
Course Objectives	At the end of this course, participants will be able to: <ul style="list-style-type: none"> ▪ Understand the SITA Bag Manager system and functions.
Topics	Topics Include: <ul style="list-style-type: none"> ▪ Introduction to SITA Bag Manager architecture ▪ Description of SITA Bag Manager core functions ▪ Function of Handheld terminals ▪ Function of workstation.

The Supervisors' training will be done on a Train the Trainor basis so that Prague Airport staff can easily distribute the knowledge to all relevant users.

Course Name	SITA Bag Manager for Supervisors
Delivery Mode	Instructor-Led
Duration	24.0 hours (3 days)
Course Prerequisite(s)	Fundamental knowledge of the Supervisory role in either the baggage makes up area and/or ramp operations at their airport
Required for	Supervisors, Station Managers/ Duty Managers/Ramp Managers
Course Description	This course provides details of the SITA Bag Manager application. The course is designed to equip Supervisors with adequate knowledge so that they can cascade training down to their baggage loading team.
Course Objectives	At the end of this course, participants will be able to: <ul style="list-style-type: none"> ▪ Effectively navigate Workstation and Handheld Terminal functions ▪ Configure and generate Flight Schedules ▪ Correct load error messages ▪ Recognize and troubleshoot problem bags ▪ Generate and read reports

	<ul style="list-style-type: none"> ▪ Create, amend, and disable user profiles.
<p>Topics</p>	<p>Topics Include:</p> <ul style="list-style-type: none"> ▪ Introduction to SITA Bag Manager ▪ Access to SITA Bag Manager ▪ Baggage Segregation and Information Messages ▪ Flight Management ▪ Manage and Create Container Sheets ▪ Loading Bags ▪ Bag, ULD and Hold Enquiry ▪ Problem Bags and Alerts ▪ Rush, Gate, and Crew Bags ▪ Closing and Positioning ULDs ▪ Reflighting ▪ Move, Stop, and Unstop Bags ▪ Track Bags ▪ Merge and manage ULDs ▪ Arrival Flights ▪ Reports and Statistics ▪ Force and Authorize Bags ▪ User Management.

SITA

Part 2 Training Description – as a part of System Implementation

The Customer requires training provided in the following minimum extent:

1. System Administrator (Customer), 2-3 persons.

The training will be provided by the selected Contractor in either the English or Czech languages to a sufficient extent in the Customer's training room. The selected Contractor will announce the date of the training at least 20 days before the commencement of the training.

Purpose: detailed information on the architecture and functions of the System and terminals, technologies used in the System, etc.

2. Key users of handling companies, up to 4 x 10 persons.

The training will take place in either the Czech or English languages with the presence of an interpreter (provided by the Contractor) to a sufficient extent (min. 1 day of 8 lessons) in the Customer's training room, unless the Customer agrees otherwise with the Contractor. The selected Contractor will announce the date of the training at least 20 days before the commencement of the training.

Purpose: detailed information on/training of functionalities for specific conditions of handling agents

These training sessions will take place in a training room with a projector on the Customer's premises.

Part 3 Implementation Schedule

Our project plan is designed to guide the project seamlessly from initiation through to closure. It follows a structured and carefully managed approach that minimizes disruptions and ensures uninterrupted service continuity.

Annex 6: Cybersecurity Requirements

1. PURPOSE AND SUBJECT MATTER

This Annex (hereinafter referred to as the "Annex") sets forth binding security measures (hereinafter referred to as "Security Measures") which the Supplier shall observe when providing performance under the Agreement, of which this Annex forms an integral part.

The measures are defined regarding the fact that the Client is subject to extensive regulatory obligations. As a provider of regulated services, the Client is governed by Act No. 264/2025 Coll., on Cybersecurity (hereinafter referred to as the "Cybersecurity Act") and simultaneously, as an organization operating in the civil aviation sector, fulfills the requirements of European regulations with a direct impact on aviation security.

The objective of the Security Measures is to ensure the protection of confidentiality, integrity, availability, authenticity, and resilience of information, as well as the information, communication, and industrial systems and services of the Client.

2. LEGISLATIVE FRAMEWORK

The Security Measures and requirements set forth in this Annex are based on the legal foundations and relevant legal regulations of the Czech Republic and the European Union to which the Client is subject as a regulated entity. Based on these regulations, the Client formulates its security requirements, which are reflected in this Annex.

The Supplier is obliged to comply with all security measures and obligations set forth in this Annex, thereby enabling the Client to meet its regulatory obligations.

The regulations listed below represent the key legal foundations from which the Client's requirements are derived:

a) Cybersecurity Act No. 264/2025 Coll., in particular the provision of Section 13, Paragraph 5, which imposes an obligation to include requirements resulting from security measures in contracts with suppliers.

b) Implementing regulations to the Act, in particular Decree No. 409/2025 Coll., on Security Measures for a Regulated Service Provider in the Higher Obligations Mode (hereinafter referred to as the "Decree").

c) Commission Delegated Regulation (EU) 2022/1645 of July 14, 2022, laying down rules for the application of Regulation (EU) 2018/1139 of the European Parliament and of the Council, as regards requirements for the management of information security risks with a potential impact on aviation safety.

d) Commission Implementing Regulation (EU) 2015/1998 of November 5, 2015, laying down detailed measures for the implementation of the common basic standards on aviation security.

e) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR") and Act No. 110/2019 Coll., on Personal Data Processing, as amended, provided that the Supplier processes personal data for the Client during the performance of the Agreement.

f) Directive (EU) 2022/2555 of the European Parliament and of the Council of December 14, 2022, on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 (NIS 2 Directive).

g) Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonized rules on artificial intelligence.

h) Regulation (EU) 2023/2854 of the European Parliament and of the Council of December 13, 2023, on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act).

In the event that multiple legal regulations to which the Client is subject apply to a certain area, the requirements in this Annex are formulated to provide the highest level of security and protection. This ensures that regulatory complexity does not lead to a reduction in the security level, but rather to its strengthening, which is of fundamental importance to the Client as a regulated entity.

3. SCOPE OF VALIDITY AND APPLICABILITY

The Security Measures shall apply whenever the subject of performance for the Client (exclusively or as part of other performance) includes any of the following activities:

- a) Development, implementation, supply, provision, support, or service of software or hardware (hereinafter referred to as "SW" or "HW").
- b) Access by the Supplier to the Client's information systems, especially those designated as part of a regulated service within the meaning of the Cybersecurity Act.
- c) Processing, transmission, storage, or archiving of data and operational data of the Client or its customers (hereinafter referred to as "Client Data").

The Supplier shall assess whether the individual measures and obligations set out in the Annex apply directly to the Supplier or to the manufacturer or provider of the performance supplied by the Supplier. Following the result of the assessment, the Supplier shall ensure their proper fulfillment by the appropriate person, while bearing full responsibility towards the Client for the fulfillment of all requirements.

3.1. Specifics of Performance

The Supplier acknowledges that the subject of performance of the Agreement, or parts thereof, supports or cooperates with systems within the defined scope of cybersecurity management (regulated part) of **Prague Airport**.

4. DEFINITIONS

For the purposes of the Annex, the following terms shall have the meanings assigned to them below:

- **Confidential Information:** All information, personal data, data, or messages of which the Supplier became aware in connection with the preparation or performance of the Agreement, including the subject matter of the Agreement, facts constituting trade secrets, and internal affairs of the Client.
- **Cybersecurity Incident:** A breach of information security in cyberspace that originates in cyberspace and has a significant impact on the provision of a regulated service. For the purposes of the Annex, an incident is considered to be any event that compromises the confidentiality, integrity, or availability of Client Data or the systems in which they are processed.
- **Cybersecurity Event:** An event in cyberspace that could lead to the occurrence of a Cybersecurity Incident.
- **Subcontractor:** Any third party engaged by the Supplier in the provision of performance under the Agreement.
- **Vulnerability:** A weakness of an asset that can be exploited by one or more threats.
- **Information Classification:** The Client's system for classifying information (e.g., Public, Internal, Sensitive, Strategic), which determines the required level of protection. Unless the Client specifies otherwise, the Supplier shall treat all Client Data and Confidential Information at least as 'Internal'.

5. GENERAL OBLIGATIONS AND SECURITY MANAGEMENT

5.1. Compliance with Legal Regulations and Client Policies

- a) The Supplier shall comply with the relevant provisions of the Client's internal security policies, methodologies, and procedures relevant to the subject of performance, provided that the Supplier has been demonstrably made aware of them.
- b) The Client undertakes to provide the Supplier with access to relevant documentation to the necessary extent.
- c) The subject of performance must not violate the copyrights and license terms of third parties.
- d) The Client may reject the subject of performance or parts thereof with due justification if warnings issued by the National Cyber and Information Security Agency (NUKIB) apply to it or them.

5.2. Risk Management

- a) The Supplier shall implement and apply a formalized process for managing cybersecurity risks associated with the provided performance. The process must include risk identification, analysis, evaluation, and treatment.
- b) Upon the Client's written request, the Supplier shall inform the Client within a reasonable time and no less than 5 working days about the method of risk management on its side and about risks related to the performance of the Agreement.

5.3. Contact Person and Responsibility

- a) No later than 15 days after the conclusion of the Agreement, the Supplier shall appoint a responsible contact person for the area of cybersecurity and the fulfillment of obligations arising from the Annex.
- b) The Supplier shall communicate the contact details of this person to the Client in writing within the same period.
- c) The Supplier shall report any change of the contact person to the Client within 5 business days.
- d) No later than 30 days from the conclusion of the Agreement, the Supplier shall ensure that the appointed contact person confirms to the Client in writing that all persons participating in the provision of performance (including employees of Subcontractors) have been demonstrably made aware of the documentation submitted by the Client and the actual content of the Annex, and have committed to complying with the stated requirements.

6. INFORMATION DUTY REGARDING CHANGES

The Supplier shall inform the Client in writing without undue delay of the following facts:

- a) Any significant change in the control of the Supplier pursuant to Act No. 90/2012 Coll., on Business Corporations.
- b) Any change in the ownership of essential assets used to fulfill the subject of the Agreement.
- c) A request from a foreign authority for access to or transfer of data processed in the territory of a foreign state, unless such notification would be contrary to the legal order under whose jurisdiction the data processing takes place or under which the request was submitted.

7. PERSONNEL SECURITY AND ACCESS MANAGEMENT

7.1. Personnel Requirements and Awareness of Measures

- a) The Supplier shall ensure that all its personnel (employees and external collaborators) and the personnel of its Subcontractors who come into contact with Client Data or have access to its systems are bound by a duty of confidentiality to an extent at least corresponding to the obligations set forth in the Agreement and this Annex.
- b) In accordance with the Client's requirements and instructions, the Supplier shall ensure the instruction of its employees and third-party workers. If the Supplier maintains training records separately, it shall submit them to the Client upon request.

c) The Supplier shall provide the contact details of workers accessing the Client's data and systems without being prompted.

7.2. Identity Management and Authorization Control

a) The Supplier applies the principles of least privilege and need-to-know.

b) The Supplier assigns access rights to the Client's systems and data based on a documented business need, reviews them regularly (at least annually), and revokes them immediately upon termination of employment, change of job position, or termination of the need for access.

c) The Supplier shall strictly separate user and administrator (privileged) accounts.

d) If an application or system that is the subject of performance uses technical, application, or database accounts authenticated by password, it must allow for the immediate and free-of-charge change of the password by an administrator on the Client's side for such accounts.

7.3. Authentication Security

a) The Supplier shall never store login credentials, especially passwords, in clear text (readable form). The Supplier protects them using sufficiently strong and up-to-date cryptographic means in accordance with valid recommendations of the National Cyber and Information Security Agency. These can be provided to the Supplier upon request.

b) The Supplier enforces the use of multi-factor authentication (MFA) for all remote access to the Client's network infrastructure and for all access to interfaces of systems managing Client Data.

8. SECURITY IN THE LIFECYCLE OF SYSTEMS AND SERVICES

8.1. Secure Design and Development

a) The Supplier declares and warrants that all SW or HW supplied by it has been developed in accordance with the rules of secure development.

b) The subject of performance must not contain any unnecessary components, services, libraries, or user accounts that are not objectively necessary for its proper functioning (principle of minimization).

c) The Supplier undertakes not to intentionally integrate any vulnerabilities, backdoors, Trojan horses, keyloggers, sniffers, or any other form of malicious code into the subject of performance and shall not do anything that would enable such integration.

d) Upon the Client's request, the Supplier shall provide precise information on the origin and composition of the supplied components (Bill of Materials – BoM).

8.2. Vulnerability Management and Security Updates

a) The Supplier continuously monitors and detects technical vulnerabilities and configuration non-compliances in the subject of performance and its third-party components. It shall inform the Client without undue delay of all findings, especially newly discovered vulnerabilities.

b) The Supplier continuously informs the Client about the release of security updates (patches) for the subject of performance or its parts.

c) If the installation of an operating system or third-party SW forms part of the performance, the Supplier shall install them only in the latest stable version, fully supported by the manufacturer.

d) The Supplier is responsible for ensuring that the provided systems contain the latest, stable, and properly tested security updates at the time of handover.

8.3. Security Testing and Evaluation

- a) The Client reserves the right to perform, or have a third party perform, penetration testing or vulnerability testing of the supplied solution at any time during the term of the Agreement, even before its conclusion.
- b) The Supplier undertakes to provide the Client with all necessary cooperation to perform the tests.
- c) If the testing results reveal critical or high-severity findings, the Supplier shall take effective remedial measures to eliminate the identified vulnerabilities without undue delay and at its own expense.
- d) The remedial measures plan is subject to the Client's approval.
- e) Only authorized persons of the Supplier and the Client shall be made aware of the testing results.

8.4. Secure Configuration

- a) The Supplier is responsible for the secure configuration of all systems supplied by it in accordance with recognized standards (e.g., CIS Benchmarks) and specific requirements of the Client, if established.
- b) The Supplier shall submit documentation describing the implemented configuration measures and settings to the Client.

8.5. Change Management

- a) The Supplier shall inform the Client sufficiently in advance of planned changes in the supplied solution; the Client shall evaluate their impact and, if necessary, perform an analysis of related risks and propose measures to reduce potential adverse impacts. The significance of the change is assessed by the Client.
- b) The Supplier shall provide the Client with all necessary cooperation during risk analysis, updating of security documentation, and related testing.
- c) For every significant change, the Supplier shall ensure the possibility of reverting to the original state (rollback).

9. PROTECTION OF DATA AND INFORMATION

9.1. Handling of Client Data

- a) The Supplier uses Client Data exclusively for the purpose of proper performance of the subject of the Agreement and only to the necessary extent.
- b) Any other use, copying, modification, or disclosure to third parties is strictly prohibited without the Client's prior written consent.
- c) The Supplier undertakes to handle data in accordance with the Agreement and relevant legal regulations.

9.2. Cryptographic Protection

- a) The Supplier stores and transmits all Confidential Information (e.g., certificate identification data, passwords, access rights, configuration files) provided by the Client or generated within the scope of performance exclusively in encrypted form and protects them against unauthorized access.
- b) The used cryptographic algorithms and key lengths must correspond to the currently valid recommendations of the National Cyber and Information Security Agency. These can be provided to the Supplier upon request.

9.3. Network Communication Security

- a) The Supplier secures all transmission of Client Data over public and private networks using strong and currently resilient cryptographic protocols.

- b) The Supplier protects online transactions realized via web technologies with valid SSL/TLS certificates issued by a trusted certification authority.
- c) The Supplier protects all Supplier information systems that connect to the Client's network infrastructure with an up-to-date and properly configured solution detecting and removing malicious code.

9.4. Disposal of Data and Media

- a) If the Supplier has an obligation to delete Client Data or dispose of technical media within the scope of the Agreement, it shall always proceed in accordance with recognized standards for secure data disposal.
- b) If the classification of information is not determined, the method of disposal established for the highest level of asset importance shall be used.
- c) Permissible methods of disposal include secure overwriting, degaussing, or physical destruction of the information carrier.
- d) The Supplier shall draw up a protocol on the performed disposal and hand it over to the Client.

10. MONITORING AND MANAGEMENT OF CYBERSECURITY INCIDENTS

10.1. Activity Logging

- a) If the subject of performance takes the form of a software or combined solution, it must provide audit records (logs) of activities performed therein, to an extent that allows for the unequivocal identification of the user, time, and activity performed.
- b) Unless the activity is ensured by the Client, the Supplier protects the acquired activity records against unauthorized modification and retains them for the period determined by the Client, but for a minimum of 18 months.
- c) The Supplier undertakes to allow access to audit records to the Client in a form that allows them to be centrally processed by the Security Information and Event Management (SIEM) tool used by the Client.

10.2. Detection and Reporting of Cybersecurity Events and Incidents

- a) The Supplier shall inform the Client immediately, but no later than within forty-eight hours (48) hours of detection, of all cybersecurity events or incidents related to the performance of the subject of the Agreement.
- b) The Supplier shall make reports by telephone to the Client's contact line (+420 220 111 155) and simultaneously in writing to the email address (csoc@prg.aero).
- c) The notification must contain a description of the nature of the case, affected assets, anticipated impact, and a statement of what measures the Supplier has already taken in relation to the given incident or event.

10.3. Cooperation in Incident Resolution

- a) When evaluating the causes and impacts of a cybersecurity incident related to the subject of the Agreement, the Supplier shall provide full and immediate cooperation to the Client.
- b) Cooperation includes, in particular, the provision of logs, identification data (e.g., IP address, MAC address), provision of memory or disk images for forensic analysis, and implementation of remedial and mitigation measures requested by the Client.
- c) In the event that the Supplier caused the security incident or participated in its occurrence, it shall perform a Root Cause Analysis at its own expense and propose a set of technical and organizational measures to the Client for approval with the aim of preventing a recurrence of the incident.

11. BUSINESS CONTINUITY MANAGEMENT

- a) The Client may involve the Supplier in its business continuity management system. This specifically includes the authorization to include the Supplier and the services provided by it in the Client's business continuity plans and disaster recovery plans.
- b) The Supplier undertakes to provide necessary cooperation during regular outages, in the event of an emergency, or during testing of the Client's continuity and recovery plans.

12. REQUIREMENTS FOR SYSTEM AND OPERATIONAL DOCUMENTATION

- a) No later than by the time of handover and acceptance of performance, the Supplier shall deliver complete system and operational security documentation. Failure to deliver documentation is considered a significant defect preventing acceptance of performance.
- b) System documentation must contain a description of functions and activities necessary for the administration and use of the supplied solution, including user and administrator manuals.
- c) Operational security documentation must contain a description of necessary security functions (e.g., update method, logging options, backup and recovery procedures, installation and configuration procedures).

13. SUPPLY CHAIN MANAGEMENT

13.1. Approval and Management of Subcontractors

- a) The Supplier shall not involve any other Subcontractor in the provision of performance under the Agreement without the prior, specific, and written consent or instruction of the Client.
- b) Before granting consent, the Client may request from the Supplier all information necessary to perform its own risk assessment associated with the proposed Subcontractor.
- c) The Client undertakes that subcontractors who do not provide key parts of the performance will not have access to Client Data.

13.2. Transfer and Enforcement of Security Obligations

- a) The Supplier shall contractually bind every Subcontractor to comply with all obligations set forth in the Annex to the full or reduced extent corresponding to their involvement. Upon the Client's written request, the Supplier shall submit a suitably anonymized contract with the Subcontractor to prove fulfillment of this obligation.
- b) The Supplier bears full and exclusive responsibility for any act or omission of its Subcontractors as if it were its own act or omission.
- c) Any breach of the Annex by a Subcontractor shall be considered a direct breach of the Agreement by the Supplier.

14. CONTROL

14.1. Client's Right to Control (Audit)

- a) The Client has the right to perform controls (audits) to verify that the Supplier fulfills the obligations arising from the Annex. The right to conduct an audit may only be exercised during the term of the contractual relationship, with the frequency of audits set at once per year, except in cases where a serious security incident occurs or there is a suspicion of such an incident. In these cases, an audit may be carried out outside the established annual frequency. Audits shall be limited in scope to the contracted Services only and will be performed in a manner that does not disrupt production systems, data or service availability.

- b) The Client shall notify the Supplier of the intention to perform a control in writing at least ~~14~~ 30 (thirty) calendar days in advance, unless a serious security incident or suspicion thereof justifies conducting an audit immediately.
- c) The Client may perform a control in the premises of the Supplier or its Subcontractor. The Supplier shall enable controls and ensure they are enabled in the Subcontractor's premises as well.
- d) The results and information obtained from the audit shall be considered confidential information and shall not be shared with any third parties in accordance with Article 12 of the Contract.

14.2. Duty of Cooperation and Remedy of Findings

- a) The Supplier shall provide the Client or a person authorized by the Client with all necessary cooperation, in particular, make accessible all relevant documentation, allow access to premises and information systems, and ensure the presence of its responsible representatives.
- b) The Client shall acquaint the Supplier with the results of the control in the form of a control report and provide a reasonable period for comments.
- c) The Supplier shall take remedial measures without undue delay to eliminate all identified deficiencies within a period agreed with the Client.
- d) Failure to fulfill this obligation is considered a material breach of the Agreement.

15. OBLIGATIONS UPON TERMINATION OF AGREEMENT

15.1. Cooperation Termination Plan

- a) The Supplier undertakes, in cooperation with the Client, to draw up and continuously update a Cooperation Termination Plan (hereinafter referred to as the "Plan") for the duration of the Agreement.
- b) The Plan shall describe in detail the procedures, responsibilities, and time schedule for the smooth transfer of all activities associated with the performance of the Agreement to the Client or a new supplier.
- c) The Plan shall specifically include procedures for data migration, handover of documentation, transfer of knowledge, and secure disposal of all Client Data from the Supplier's systems.

15.2. Cooperation during Transition

- a) The Supplier shall provide all necessary cooperation for the implementation of the Plan, even after the termination of the effectiveness of the Agreement, for the time strictly necessary to ensure the continuity of services.
- b) Costs for drafting and updating the Plan and for providing cooperation during its implementation are part of the total price of performance under the Agreement.

15.3. Right to Extraordinary Termination

The Client may terminate the Agreement unilaterally without a notice period in the event that there is a significant change in control over the Supplier or its essential assets and said change, according to the Client's justified assessment, represents an unacceptable security risk.

16. FINAL PROVISIONS

16.1. Validity and Enforceability

- a) If any provision of the Annex becomes invalid or unenforceable, this shall not affect the validity and enforceability of other provisions.

- b) The Contracting Parties undertake to replace the invalid or unenforceable provision with a new provision whose meaning and purpose are as close as possible to the original intent.
- c) The Supplier is not entitled to any additional remuneration for the fulfillment of obligations under the Annex beyond the price agreed in the Agreement, as the costs for ensuring security are an integral part of proper performance.

16.2. Amendments and Supplements

The Contracting Parties may amend and supplement the Annex only by means of written, consecutively numbered amendments signed by authorized representatives of both Contracting Parties.