

SOFTWARE MAINTENANCE AGREEMENT

Between INFORM and Czech Aeroholding, a.s.

Version Nr.: 008_17.10.2017

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This Agreement (hereinafter only as “**Agreement!**”) is made

by and between

INFORM Institut für Operations Research und Management GmbH

Registered office: Pascalstr. 35, 52076 Aachen, Germany

Company identification No: HRB 1144

VAT No: DE 123 599 767

CR incorporation: Amtsgericht Aachen

(hereinafter referred to as ‘INFORM’)

and

Czech Aeroholding, a.s.

Registered office: Praha 6, Jana Kašpara 1069/1, post code 160 08

Company identification No.: 248 21 993

VAT No: CZ699003361

CR incorporation: Municipal Court in Prague, Section B, Insert 17005

Represented by: Ing. Radek Hovorka, Vice-Chairman of the Board of Directors and JUDr. Petr Pavelec, LL.M., Member of the Board of Directors

(hereinafter referred to as ‘Customer’)

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

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

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

WHEREAS this agreement supersedes the previous maintenance and support agreements for RMS and Rostering for Security and will commence on November 01, 2017.

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NOW THEREFORE, the parties hereto agree as follows:

1 Base / Definitions

This Agreement is made with reference to the

- Statement of Work for the supply of **RMS**, dated 3. 08.2012 (Customers Ref. No. 012400050)
- Amendment No.4 to the Software license and implementation agreement, Client's Ref. No. 2005/00334/4, INFORM's Ref. No. 31 03 018, dated 20. 01. 2014, **Airport Security**

(hereinafter referred to as the 'License Agreements') by which Customer acquired the licenses for the use of the GroundStar software. The right to use the software delivered under these License Agreements shall be granted by INFORM to the Customer on the same terms and conditions as defined in the above mentioned License Agreements.

Words with capital initials are defined in this Agreement as follows:

Annual Maintenance Fee	means the fee due as per Appendix 1 Clause 2.
Bug-fix Version	means a new Software version with which a reported bug will be repaired.
Change Acceptance	means Customer's written acceptance of INFORM's Change Proposal.
Change Proposal	means INFORM's proposal to Customer offering the software and/or service changes or additions required by Customer as further described in Clause 4.8 of this Agreement.
Change Request	means Customer's request for a change in or an addition to, the delivered Software, configuration and/or modeling.
Customer's Software Environment	means the software and hardware used by Customer and by INFORM within the License Agreement which is needed as the basis for the installation and operation of the Software (including but not limited to operating system, database, third party software, and remote data transmission software).
Defect	means (i) any deviation of the Software from the standard functionality and behavior described in the Software Documentation, that is caused in the Software delivered by INFORM and which has a negative impact on the operation of the Software, or (ii) any discrepancy between the current functionality and behavior of the Software and the functionality and behavior defined in the Software Documentation.

Information	means all information, data, intellectual property, know-how and trade secrets in whatever form, provided by or on behalf of one Party to the other, including but not limited to information relating to the Parties' businesses, operations, finances, planning, facilities, products, techniques and processes.
Issue	means either a problem (potential Defect), a Change Request or a question.
Intellectual Property Rights	mean all patents, copyrights, rights to utility designs, trademarks, trade names and commercial names, protected designation of origin, rights related to copyrights, special rights of database makers, trade secret, know-how and any other intellectual property rights of any character (whether or not registered), including any registration applications and exclusive rights to register for protection anything from the aforesaid rights at any place in the world.
JIRA	means the Issue and Defect tracking tool used by and provided by INFORM.
Maintenance Release	means corrections and minor Software Changes to the Customer's current version of the Software.
Office Hours	mean INFORM's office hours as further detailed in Clause 4.10 (1).
Production Instance	means the part of the System that is in operational use, as opposed to, for example, test environment. It consists of one single executable, one single set of configuration files, and one single database instance.
Release Change Costs	mean the sum of Technical Release Change Costs and Release Change Service Costs. License Fees are waived in connection with the respective release change (ref. Clause 4.7).
Release Change Service Costs	mean costs for the installation and/or test support on site, modelling changes, training and/or adaptations of new features of the new Standard Version of the Software.
Service Hours	mean INFORM office hours or extensions as specified in Clause 4.10 (2).
Software	means the software and related material detailed in Appendix 1 and delivered by INFORM under and on the terms and conditions set forth in the License Agreement.
Software Change	means any addition, deletion or modification to the Software.

Software Documentation	means the Software Documentation supplied by INFORM under the License Agreement.
System	means the combination of Customer's Software Environment and the Software.
Standard Version	means the version of the Software offered by INFORM that is released on a regular basis potentially including new functionality and/or new technology. It is the basis for installations at a customer, adaptable to specific customer requirements through configuration and parameterization, and does not include any customer-specific developments.
Technical Release Change Costs	means costs for the technical migration of the Software to the latest Standard Version of the Software. These include the costs for the technical migration of the existing Customer-specific developments, modelling, configuration and/or necessary adaptations to install and integrate the Software into the existing Customer Software Environment.
Warranty Period	means the Warranty Period as defined in the License Agreement.

If no definition is mentioned in this Software Maintenance Agreement, the definitions of the License Agreement shall apply.

2 Order of Precedence

- (1) This Agreement consists of the following documents:
 - a) This Agreement
 - b) Appendix 1: Prices and Software License
 - c) Appendix 2: Customer obligations
 - d) Appendix 3: INFORM Service and Severity Levels document
 - e) Appendix 4: Optional Services including Attachments 1
 - f) Appendix 5: Service rebates
 - g) Appendix 6: System Availability
 - h) Appendix 7: Escalation Path
 - i) Appendix 8: Migration

- (2) All Appendices including its Attachments to this Agreement shall form an integral part of this Agreement. In the event of any conflict among the terms of such Appendices themselves or

among the terms of such Appendices and the terms of this Agreement, the foregoing order of precedence shall apply.

3 Software

- (1) INFORM shall provide maintenance services as set out in this Agreement for the core systems, application packages, integration packages, extension packages, software solutions and Software enhancements licensed by Customer as defined in Appendix 1.
- (2) Unless otherwise agreed between the Parties in Appendix 1, such maintenance services will be provided for all Instances listed in and Appendix 4 Attachment 1 or as far as required by future Change Requests and through a single point of contact within the Customer's organization, unless Customer has chosen the Option "Support of Additional Instances".

4 Maintenance Services

4.1 Scope of Service

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

4.2 Pre-Requisites

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

4.3 Investigation of Issues and Removing of Defects

- (1) Customer shall report Issues to INFORM in the manner that is detailed in Clause 3 of Appendix 3. Customer shall do the initial classification of the respective Issue according to the description of the Severity Levels in Clause 4 of Appendix 3.
- (2) INFORM will confirm receipt of Issues reported and entered into JIRA by Customer. An Issue identification number will be allocated to the Issue in JIRA, where the complete history of processing of the Issue and the current status of progress will be administered and saved.
- (3) INFORM shall then investigate the reported Issue. In case a deviation as described in the definition of "Defect" is detected, INFORM will accept the reported Issue as a Defect. Otherwise INFORM will either request further details and/or data, inform Customer about correct behavior of the Software and/or provide another solution which can be an acceptable workaround, an instruction how to solve the Issue or similar information.
- (4) INFORM shall repair all accepted Defects in the Software or restore the System (restoring of the System is meant in such a way that the System can be used again) within the timeframe defined in the Service Levels described in Appendix 3 attached hereto. INFORM will test and

provide to Customer Bug-fix Versions free of charge either directly (in case the Software is hosted by INFORM) or per download server unless the affected Defect can be corrected in the next Maintenance Release.

- (5) INFORM shall repair Defects only in the latest Bug-fix Version delivered by INFORM to Customer or, if there were no previous Bug-fix Versions, in the latest release of the Software Module delivered to Customer.
- (6) Unless the Software is hosted by INFORM, Customer shall notify INFORM if and when a Bug-fix Version and/or Maintenance Release has been moved by Customer to the Production Instance.
- (7) Notwithstanding the above and notwithstanding the provisions in Clause 5, INFORM will remove Defects in the Customer's current Software version and in the Standard Version of the Software for a two-year-period only, beginning with the official release of such version. The foregoing limitation of Defect removal for two years shall only apply to such Software Modules marked accordingly in Appendix 1. The removal of Defects after the two year period would be made in the newer version of the Software.
- (8) In case Customer needs a cooperation with INFORM for the further analysis of Issues, INFORM will provide such services free of charge.

4.4 Support Services

- (1) In case Customer's support teams are not able to resolve Issues (which are no Defects) that are inherent and directly related to the Software, INFORM shall provide telephone and/or email assistance in resolving those Issues in order to ensure that the affected Software Modules operate as described in the Software Documentation. These Issues may relate to user errors, misunderstandings, corrupted data, or other problems directly related to the Software. Such assistance by INFORM is limited to Issues related to instances and modeling for which support services are contracted herein, that have not been changed without INFORM's approval and are subject to Customer's trained personnel reporting the Issue.
- (2) These Issues will be administered in JIRA in the same way as Defects are, but they will not be subject to Service Level Agreement as defined in Appendix 3.

4.5 Additional Services

- (1) INFORM offers its assistance in the following cases:
 - a) Investigation of and resolving problems where the nature of the problem is attributable to circumstances outside INFORM's responsibility (including, but not limited to: database adjustments or security, defective computer or telecommunications hardware, power failures, defective and/or outdated software components that were not supplied by INFORM, defective communication lines, incorrect or bad Customer data) or remains unknown.
 - b) Installation by INFORM of Bug-fix Version and/or Maintenance Releases in test environment remotely or at Customer's site, if not agreed otherwise in Appendix 4.
 - c) Planned installations outside defined Office Hours, if not agreed otherwise in Appendix 4.

- d) In case the statistical data in the System's database are neither checked nor used by Customer for reporting or data transfer purposes at least on a monthly basis, INFORM shall, on a time and material basis, complete and correct such statistical data for a maximum period of four (4) months prior to the Customer reporting the failure that causes the inconsistent data.
 - e) Investigation of the compatibility or adaptability of the Software to new versions of the software environment which the Customer is responsible for.
 - f) Adaptation of INFORM Software to new releases of Apple's iOS will be carried out as described in Appendix 4 to this Agreement.
- (2) The assistance described in this Clause 4.5 is hereinafter referred to as "Additional Services".
- (3) Customer shall compensate INFORM for all work and travel times for the Additional Services at the daily rates specified in Clause 2 of Appendix 1, as well as for any related expenses as quoted in Clause 2 of such Appendix.
- (4) One-time Migration Services

The Customer is aiming to migrate all GroundStar applications and components listed in Appendix 8, which are currently hosted at Datasys, to a new data center, which will be fully operated by the Customer.

The high-level migration approach is detailed in Appendix 8 – Migration as mutually agreed between Customer and INFORM.

The detailed technical description of migration approach will be mutually agreed between Customer and INFORM.

4.6 Adaptation of Software to Changes in Customer Software Environment

- (1) Upon Customer's request, INFORM shall investigate if the Software is compatible or adaptable to new versions of components of the software environment which the Customer is responsible for. Such investigation shall be free of charge to Customer for INFORM's latest Standard Version. A possible adaptation of the Software shall be warranted only for those operating and database systems that are accepted as standard and supported as such by INFORM.
- (2) Customer shall bear any costs related to the necessary acquisition of third-party licenses, certificates or services, for Customer-specific adaptations of the Standard Version of the Software, and to on-site installation and tests, if any of these were required. In case a Maintenance Release being able to deal with Customer's changed Software Environment would be available, such Maintenance Release shall be delivered free of charge to Customer. The decision to deliver either a Standard Version of the Software or a Maintenance Release shall be at INFORM's sole discretion.
- (3) The procedure for a change as per this Clause 4.6 shall be the same as detailed further down in Clause 4.8.

4.7 Provision of New Standard Version of the Software

- (1) Provided that an uninterrupted Software Maintenance Agreement between Customer and INFORM exists, Customer may request an upgrade of the Software to its latest Standard Version at Release Change Costs. The upgrade will comprise the update of the Software Documentation as well.
- (2) In case an upgrade of the Software becomes reasonably necessary to INFORM, INFORM shall have the right to provide the latest Standard Version of the Software at no cost to Customer and Customer shall then be obliged to use such Standard Version of the Software, the delivery is subject of acceptance by the Customer.

4.8 Software Changes

- (1) If Customer desires any Software Changes, Customer may notify INFORM by sending a Change Request. INFORM shall without undue delay submit to Customer a Change Proposal including a functional description, a quotation and estimated delivery date. In such Change Proposal INFORM shall show and account if and in what amount the Software Change is subject to an increase of the Annual Maintenance Fee.
- (2) If Customer decides to accept the Change Proposal, Customer shall transmit to INFORM Customer's Change Acceptance and INFORM shall deliver such change.
- (3) Customer shall, following delivery of the change, test the change to ensure it performs in accordance with the Change Proposal.
- (4) Changes requested by Customer which represent a partial or full withdrawal of a previously implemented Software Change, or the re-instatement of the situation existing before a previously implemented Software Change shall be considered as additional Software Changes, except if the reason of the change is due to INFORM's fault in understanding Customer's unambiguous request.
- (5) INFORM will be responsible for the installation of Change Requests in the test environment and the production environment as well, if Customer orders such optional services (see Appendix 4)
- (6) With each Software Change INFORM will deliver Release Notes describing the installation and the functionality of the Change.

4.9 Optional Services

Customer may choose optional services described as options in Appendix 4 to this Agreement.

4.10 Service Hours and Contact

- (1) The Maintenance Services described herein shall be available to Customer during INFORM Office Hours in Germany which are Monday through Friday from 9:00 am to 5:00 pm CET except
 - a) public holidays in Germany,

- b) December 24th,
- c) December 31st and
- d) Carnival Monday (7th Monday before Easter Sunday)

Service Contact:

Phone (office hours): +49 2408 9456 3090

Fax: +49 2408 0456 3091

Email: quality@inform-software.com

- (2) Service Hours may be extended outside INFORM Office Hours in the event Customer has contracted the corresponding extension described in Option “Extended Service Hours for Critical Issues” in Appendix 4 of this Agreement.

Service Contact:

Phone (office hours): dedicated phone number will be provided in case Customer orders this Option

5 Warranty

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

- (3) Due to future developments of the Software caused by adaptations to the advanced technology in software development in general, regarding the Warranty in connection with new Standard Versions the following shall apply:

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

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

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

- (4) The above warranties are only given for the period until 25th October 2020 for each Software Module under the License Agreement. After this period of time only the Service Rebates listed in “Service Rebates 2020” in Appendix 5 can be applied.
- (5) For each new upgrade the above warranties will be extended for five years after delivery of such upgrade.
- (6) The warranties specifically set forth in this Agreement are in lieu of all other warranties, express or implied, statutory or otherwise including without limitation any warranties of merchantability or fitness for a particular purpose, and warranties not specifically set forth in this Agreement are hereby disclaimed and excluded by INFORM unless such exclusion is not allowed by law.

6 Term and Termination

- (1) The Services shall be provided for the period of 60 months from the Effective Date. This Agreement will come into force and effectivity as of the day of its signing by both Parties, However, if a special legal provision stipulates that this Agreement may enter into force at the earliest on a certain day which is later than the date of signature of this Agreement by the last Party, this Agreement shall become effective only on the date on which this Agreement may become effective in the first instance (hereinafter only as “**Effective Date**”).
- (2) Customer shall be entitled to terminate this Agreement in whole or in parts for convenience with notice period of 6 months. Parts of the Agreement are represented by the Software Modules and their respective parts as listed in Appendix 1.
- (3) **INFORM** shall be entitled to terminate this Agreement in whole or in parts for convenience with a notice period of 18 months.

- (4) Either Party shall be entitled to terminate this Agreement immediately, without prejudice to any other rights or remedies it may have and without payment of compensation or other damages caused to the other Party solely by such termination, by giving 15 (fifteen) day notice in writing to the other Party in any of the following events:
 - a) The other Party commits a material breach of its obligations under this Agreement and fails to remedy such a breach, where it is capable of remedy, within 30 (thirty) days of having been required in writing to remedy such breach;
 - b) The other Party is deemed unable to pay its debts or an application to appoint an administrator is made in respect of the other Party or the other Party has an administrative receiver or receiver appointed over all or any part of its business, undertaking, property or assets;
 - c) The other Party suffers or undergoes any procedure analogous to any of those specified in (b) above or any other procedure available in the country in which the other Party is constituted.
- (5) INFORM shall have the right to discontinue the Maintenance Services of the Software with a 3 months written notice in the event that the maintenance of the Customer's Software Environment or elements of it have been discontinued by the Environment's original suppliers.
- (6) In all cases, the notice period shall be counted from the 1st day of the month following the receipt of the written notice by the other Party
- (7) Notwithstanding this Clauses 6 (1), (2), (3) and (4), Customer shall pay INFORM the Fees on a pro rata basis for the part of INFORM's Services provided or performed up to the date of termination.
- (8) The above termination rights shall also be applicable to the individual Options chosen by Customer in Appendix 4 to this Agreement. Termination of an Option by either Party shall not affect the validity of the Agreement or any other Option chosen by Customer.

7 Intellectual Property

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

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

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

8 Language

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

9 Fees

- (1) The Annual Maintenance Fee is detailed in Appendix 1 and shall be increased only according to the addition or extension of Licenses or to Software Changes, if any.
The applicability of increases of the Annual Maintenance Fee shall be as follows:
 - a) For License extensions: upon the delivery of the License extensions.
 - b) For License additions: upon Acceptance or use in production, whichever occurs earlier, of the added Software
 - c) For Software Changes: upon Acceptance and use in production of the Software Change.

10 Invoicing and Payment

- (1) The Customer will pay INFORM for the Services in the scope of Annual Maintenance Fee a monthly (hereinafter only as “**Support Fee**”) Support Fee is set as 1/12 of Annual Maintenance Fee mentioned in Appendix 1.
- (2) The Customer agrees to pay INFORM for the Migration Services an amount set forth in accordance with Appendix 1 (hereinafter only as “**Price for Migration**”).
- (3) The Customer agrees to pay INFORM for the Additional Services, Optional Services and Change requests an amount set forth in accordance with Appendix 1, Appendix 4 or based on another Parties agreement (hereinafter only as “**Price for the Ordered Work**”).
- (4) The Support Fee, Price for Migration and the Price for the Ordered Work include all direct and indirect costs of INFORM which must be necessarily or efficiently expended in the course of performance of the Services, unless otherwise agreed by the Parties ad hoc. The Support Fee, Price for Migration and the Price for the Ordered Work do not include a value added tax which will always be added at the statutory rate according to the applicable legal regulations as at the day of taxable transaction.
- (5) The Support Fee will always be paid on the basis of an invoice which may be issued by INFORM as at the last day of a calendar month in which the Service have been provided. For the purpose of the value added tax the Services are considered delivered on an ongoing basis. The date of taxable transaction is the last day of the month for which the invoice is issued.
- (6) The Price for Migration will be paid on the basis of an invoice which may be issued by INFORM no sooner than on the day following the acceptance of Migration in accordance with

schedule in Appendix 8 hereof. A copy of the acceptance protocol of Migration will be an integral part of the invoice. For the purpose of the value added tax, the day of signing of the acceptance protocol by the Customer will be the day of taxable transaction.

- (7) The Price for the Ordered Work will always be paid on the basis of an Invoice which may be issued by INFORM no sooner than on the day following the acceptance of each ordered work. A copy of the acceptance protocol will be an integral part of the invoice. For the purpose of the value added tax, the day of signing of the acceptance protocol by the Customer will be the day of taxable transaction.
- (8) Maturity. The maturity period of an invoice will be thirty (30) days from the day of delivery thereof to the Customer's seat. Should the due day fall on Saturday, Sunday, or other day of rest, 31st December or other day which is not a business day pursuant to the Act 284/2009 Coll., on Payment System, as amended, the maturity shall be extended to the following business day. The Customer's obligation is settled when the due amount is deducted from the Customer's account. In case of problems related to the transfer of payments, the Customer shall support INFORM in resolving the problems.

The Customer will have ten (10) days after the invoice delivery to assess whether the invoice has been issued correctly and to return the invoice in case of any defect. Returning an incorrectly issued invoice will suspend the maturity period and the new maturity period will commence upon corrected invoice delivery.

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

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

Postal service and email address for invoices and invoice notices

Invoices have to be sent via postal service to

Český Aeroholding, a.s.
Evidence faktur.
Jana Kašpara 1069/1
160 08 Praha 6
CZECH REPUBLIC

Or via e.mail to: invoices@cah.cz

(12) **Invoicing process**

Information Customer requires on invoice

Agreement reference no. 0122002617
Order number in case of Change Requests

Customer contact department/person for questions regarding invoices

rms.admins@cah.cz

All payments shall at least show the following details:

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

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

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

S.W.I.F.T. BIC of Commerzbank:
IBAN Code of Commerzbank:

[REDACTED]
[REDACTED]

11 Confidentiality

- (1) Each Party ("**Receiving Party**") for the purposes of this Clause 11) shall not disclose to third parties nor use for any purpose other than for the proper fulfilment of the purpose of the Agreement any information received from the other Party ("**Disclosing Party**") in whatever form under or in connection with the Agreement without the prior written permission of the Disclosing Party ("**Confidential Information**"), except that INFORM has the right to disclose received Information to its subcontractors provided such subcontractors are bound by confidentiality obligations similar to those contained in this Agreement.

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- (2) The Contracting Authority is an entity pursuant to Section 2(1)(n) of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (hereinafter referred to as "the Act on the Register of Contracts").
 - (3) The Parties have agreed, that wording of this Agreement itself shall not be considered Confidential Information. Publication of this Agreement according to Paragraph 11(2) will not breach the Confidentiality clauses of this contract. The parties have agreed that unit prices, time periods of service levels and the amount of service rebates contained in this Agreement are considered business secrets within the meaning of Section 504 of the Act No. 89/2012 Coll., Civil Code. INFORM will be informed via email about the published information. INFORM wishes to be notified about the publication hereof in the Register of Contracts and Customer therefore undertakes to fill in the e-mail address "Heike.Engels@inform-software.com" into publication form of Register of Contracts.
 - (4) Confidential Information shall not, however, include information which:
 - a) is in the public domain at the time of disclosure or later becomes part of the public domain without breach by the Receiving Party of the confidentiality obligations contained herein; or
 - b) was rightfully in the possession of the Receiving Party prior to disclosure hereunder and is not subject to confidentiality obligations between the Parties; or
 - c) was or is disclosed to the Receiving Party by a third party who is not, to the best of Receiving Party's knowledge, bound by any obligation of confidentiality to the Disclosing Party; or
 - d) was or is independently developed by the Receiving Party without use or reference to the Information.
 - (5) The Receiving Party shall have the right to disclose Confidential Information in accordance with a judicial or other governmental order provided that the Receiving Party, subject to what is permitted under the applicable law, either (i) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains a written assurance from the competent judicial or governmental entity that it will afford Confidential Information the highest level of protection afforded under the applicable law or regulation.
 - (6) Each Party shall restrict access to Information received from the other Party only to those of its personnel to whom such access is reasonably necessary for the proper performance of the Agreement. Such personnel shall be bound by confidentiality obligations similar to those contained herein.
 - (7) The Receiving Party shall use appropriate efforts no less restrictive than used for the Receiving Party's protection of its own confidential and trade secret information, but, in any event no less than reasonable efforts, to safeguard the Confidential Information and keep it secure.
 - (8) All material embodying Confidential Information that is subject to confidentiality obligations under the Agreement, including all copies of any kind, shall be returned or destroyed upon written request of the Disclosing Party. However, the Receiving Party may retain such
-

Confidential Information that is required by mandatory laws or to perform its obligations under the Agreement subject to all confidentiality obligations herein.

- (9) The provisions of this Clause 13 shall survive any termination, expiry or fulfillment of the Agreement.

12 Force Majeure

Neither Party shall be liable to the other nor shall it be considered in breach of this Agreement due to any delay or any failure to perform its obligation under this Agreement as a result of a cause beyond its reasonable control including, without limitation, any act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or like event, disruption or outage of communication, network, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the parties with reasonable care. In the event of a Force Majeure so defined, the Party whose performance has been restricted shall provide the other Party with written notice of Force Majeure. If either Party postpones or extends any performance date under this Agreement pursuant to this Clause 14 for more than 90 (ninety) calendar days, the other Party, upon 30 (thirty) days written notice, may immediately terminate this Agreement without liability.

13 Limitation of Liability

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

- a) any special, direct or indirect, incidental, or consequential damages (including, without limitation, damages for loss of business, profit, business interruptions or other pecuniary loss) arising out of the use of or inability to use the Software unless such loss was the result of the gross negligence or willful misconduct of INFORM or any of its employees, suppliers or agents;
- b) any other damages resulting from the loss of use, data or profits unless such loss was the result of the gross negligence or willful misconduct of INFORM or any of its employees, suppliers or agents; or

14 Indemnification

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

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

Notwithstanding Art. 13 hereof, in case that Customer will be ordered by court or any governmental authority to stop using the Software or its part due to infringement of Intellectual Property Rights by the Software or use of the Software by the Customer pursuant to this Agreement, INFORM shall indemnify Customer and all members of the Customers Group especially Letiště Praha, a.s., ID: 282544532, registered seat: K letišti 1019/6, Ruzyně, 161 00 Praha 6, registered by municipal court in Prague under B 14003, for all damages arising out of inability to use the Software and shall hold harmless, and defend the Customer and all members of the Customer's Group with respect to any suit, claim or proceeding brought against them.

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

15 Assignment and Subcontracting

- (1) Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. Any attempted assignment without such consent shall be void.
- (2) Notwithstanding the foregoing, INFORM shall have the right to subcontract parts of this Agreement with the prior written consent of Customer.
- (3) For the purpose of this Agreement, the company Interflex Datensysteme GmbH, with registered seats Allegion, Am Weichselgarten 3, 91058 Erlangen, Germany is agreed subcontractor by both Parties.

16 Severability

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

17 Governing Law

This Agreement shall be governed by the legal system of the Czech Republic, including but not limited to the Act 89/2012 Coll. The Civil Code, as amended (Civil Code) and to the Act No. 121/200 Coll., on the Copyright, on the Right Related to Copyright and on the Amendment to Certain Acts (Copyright Act). Any disputes arising from the Agreement or in relation to the Agreement shall be submitted, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to be decided by a general court of the Customer.

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

18 Notices

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

If to Customer:
Cesky Aeroholding, a.s.
Jana Kašpara 1069/1
160 08 Praha 6
Czech Republic

Attn.: ICT Executive Director

If to INFORM:
INFORM Institut fuer Operations Research und
Management GmbH
Pascalstrasse 35, 52076 Aachen, Germany
Attn: [REDACTED],
SVP Aviation Division

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

By Customer:

(Date)

Signature

Name: Ing. Radek Hovorka

Position Vice-Chairman of the board of directors

By Customer:

(Date)

Signature

Name: JUDr. Petr Pavelec

By INFORM:

(Date)

Signature

Thomas Schmidt

SVP Aviation Division

Position: Member of the board of directors

Appendix 1 - Prices and Software Licenses

1. Software License

The Software Licenses and Software Changes being subject to the Annual Maintenance Fee procured by the Customer and delivered by INFORM under the License Agreement are the following:

Name of Software Module	Optional Additional Services for Realtime Components (cf. Appendix 4)	Defect Removal only within two Years from Official Release of the Currently Installed Version of the Software
GS BIS for business reporting (corporate license)	No	Yes
RMS		
GS Planning Stands & Terminal Resources including related supporting Systems (BaseData editor)	No	Yes
GS RealTime Staff (Bus drivers and bridge operators) & Equipment for PCL department/ as real time allocation System including communications components and related supporting Systems (BaseData editor)	Yes	No
GS RealTime Stands & Terminal Resources as real time allocation System including related supporting Systems (BaseData editor)	Yes	No
GS AirportMap	Yes	No
GS Mobility (Bus drivers and bridge operators)	Yes	No
GS Rostering for Security		
GS Planning Staff including related supporting Systems (BaseData editor)	No	Yes

GS RealTime Staff & Equipment including related supporting Systems (BaseData editor)	Yes	No
GS Rostering including all components (eg. interfaces, application server)	No	Yes
GS WorkforcePlus (add-on to GS Rostering)	No	Yes
Interfaces		
CAODB Base Data to GS RealTime	Yes	No
CAODB Flight data (bidirectional)	Yes	No
SAP HR interface to GS Rostering	No	Yes
T&A interface to T&A system	No	Yes

2. Prices, Fees in CZK

2.1. Fees for Migration Services

The following table summarizes the necessary service days to migrate all GroundStar applications from the current hosting environment to the new platform which will be fully operated and maintained by the Customer.

Service	Total in CZK
Migration (System Engineering and Quality, Consultancy & Project Management, Hosting Fee Nov-Dec 2017)	4.058.903

Completion of migration will be latest Dec 31, 2017 according to Appendix 8. Monthly fee for hosting services thereafter (beginning 1. January): ██████████ These cost will be equally shared between CAH and INFORM. If the migration should not be completed by 31. January 2018 both parties will negotiate about an extension in good faith.

2.2. Annual Maintenance and Support Fees

a) Annual Maintenance Fee

The Annual Maintenance Fee for future system extensions is calculated as the sum of

- a) 20 % of the accumulated software licenses (including license extensions) paid by Customer, plus

- b) 20 % of the accumulated fees paid by Customer for any Software Changes as detailed in Clause 1 of this Appendix 1.

During the Warranty Period for each additional Software Module and Change Request as defined in the License Agreement, the Annual Maintenance Fee is reduced to 50% (fifty percent) of the above mentioned Annual Maintenance Fee.

The total amount of the Price payable under this Agreement is as follows:

	Fee for Calculation Basis	Annual Maintenance Fee CZK
Maintenance & Support fee for RMS	fixed price	██████████
24/7 support fee as per Appendix 4		██████████
Maintenance & Support Fee GS Rostering for Security	fixed price	██████████
Maintenance & Support Fee AirportMap including 1 map update per year	fixed price	██████████
Software Changes being subject to an increase of the Annual Maintenance CR 5 Rostering extension (start Nov 2017)		██████████
Ordered Optional Services as per Appendix 4:		
Optional Services with Percentage Increase	---	---
Optional Services with Fixed Costs		██████████
Total Annual Fee		5.476.305
Total Monthly Fee		456.359

b) Maintenance Fee Implementation

The Maintenance Fee shall be implemented and invoiced, on a per Module basis, upon Acceptance of the Software Module or Software Change.

c) Rates for Additional Services and Software Changes

The daily rate applicable to the Additional Services described in Clause 4.5 of this Agreement and Software Changes described in Clause 4.8 of this Agreement is

- For project management and consultancy: ██████████ ZK
- For system development, testing etc. ██████████ CZK.

d) Travel and Accommodation Expenses

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

	Rates (in CZK)
Own-Car Transportation	████████ per km plus parking fees.
Rail Transportation	First Class level
Air Transportation	Business Class level
Taxi or Rental Cars	As incurred
Hotel Accommodation	As incurred, at Business Class level
Daily Allowance	Per diem rates as published by the German government. See http://www.bundesfinanzministerium.de/Content/DE/Downloads/BMF_Schreiben/Steuerarten/Lohnsteuer/2015-12-09-steuerliche-behandlung-reisekosten-reisekostenverguetungen-2016.html
Travel time	Will be priced as Rates for Additional Services

e) Surcharge for Additional Services

An increase of 50% (fifty percent) of the rates for Additional Services as per Clause 4.5 would be applied to the daily rates for work performed on Saturdays, Sundays or German Holidays or at nights between 6:00 p.m. and 6:00 a.m. CET.

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

2.3. Fees for additional Licenses

Installed base: 400 staff members of the Security department of Letiště Praha, a. s

- Fee for 100 additional staff (GS Planning, GS Rostering, GS RealTime): ██████████ CZK
- Fee for 5 additional conc. users (GS Rostering): ██████████ CZK

Optional Licenses

	Licence Options	Fee in CZK
Integration package	Interface from Time&Attendance System	██████
Integration package	Interface from SAP HR System	██████
Extension Package	GS ROSTERPLUS FOR 400 STAFF	██████
Extension Package	Fee per 100 additional staff RosterPlus	██████

SERVICE	MAN-DAYS	RATE PER DAY	FEE IN CZK
Interface from Time&Attendance System	2	██████████	██████
Interface to Time&Attendance System for Planned Rosters	2		██████
Interface to Time&Attendance System for Wage accounts	5		██████
Interface from SAP HR System	2		██████
Time Management (license covered by GS Rostering)	16		██████
Implementation of GS RosterPlus	30		██████

2.4. Other services

Customer is entitled to order from INFORM any other services at will based on principal of request – offer – order.

Appendix 2 - Customer Obligations

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

- Provide single point of contact (technical and functional support team) within its own organization, in the number of members, profiles, skills, levels of dedication, continuity and in the Service Hours agreed between the Parties;
- Provide fully operational computer hardware, Information Technology (IT) interfaces, third-party software including the respective rights to use and Information and Communications Technology (ICT) infrastructure including network connectivity, telephone and Internet access;
- Provide an operational Internet "remote maintenance" link with read/write access rights for INFORM, consistent with INFORM's infrastructure standards and policies and support processes. INFORM will use the approved named logins and SMS authentication to access the Customer's Software Environment;
- Provide complete, correct, updated and free of any logical inconsistencies data, interface specifications, live interface data streams, and other System inputs reflecting actual airport operations at each site in a timely manner in accordance with the implementation plan timelines;
- Provide maintenance of ICT interface programs linking the Software to Customer's ICT systems, in an operational mode where such interface programs are needed according to the mutually-agreed detailed project or migration plan;
- Bear all costs for adequate communications means and channels (such as remote maintenance, communication including Internet, telephone) on Customer's side;
- Provide adequate and timely insight into Customer's airport operations and management practices, as may be needed from time to time. In particular, Customer shall make INFORM aware of special procedures which might require changes to the System and/or Software functionality, data constellations, or System parameters;
- be responsible for the integrity, quality and completeness of that data required to run the Software and to provide such data to INFORM for issue investigation;
- Complement, transform and migrate Customer-to-INFORM data, and be responsible for the integrity, quality and completeness of the data;
- Provide timely Issue and/or Defect notifications, including Defect classification, to be amended if proven wrong or unreasonable;
- Provide adequate training and motivation of all of its Software end-users as required by the "train-the-trainers" concept;
- Notify INFORM as soon as possible if factors become known which could have an adverse impact on the usage of the Software;
- Provide assurance that ICT platforms and platform configuration, including but not limited to parameters, INI files or Windows registry entries, are not changed without written notice to INFORM;

- Provide sufficient internal help-desk facilities, including help-desk for ICT infrastructure problems;
- Provide adequate data and System back-up facilities and procedures, as well as data maintenance (ie, taking care that all data, rules and other System input reflect the actual Production Instance at all times at all the appropriate sites) according to INFORM's recommendations as documented in the technical manuals;
- Provide an adequate number of communications devices at INFORM's premises for Defect reproduction and testing of the communications applications;
- Provide access to Customer's premises and necessary airport facilities, bearing all costs related to airport access permits or airport ID cards;
- Provide adequate workspace, material and infrastructure for INFORM's on-site personnel;
- Take steps to ensure the health and safety of INFORM's employees while they are on the Customer's premises and will ensure that any equipment provided for the purposes of the implementation of the Software is safe for use by INFORM's employees;
- In cases where an iOS-based application is included in the Software, enroll onto Apple's iOS Enterprise Developer Program, invite an INFORM Developer Account into this Program as a team member (role "Member"), register the application ID provided by INFORM, create an iOS Distribution Certificate and Distribution Provisioning Profile for the application ID, export and provide the Certificate and Profile to INFORM, and keep the above renewed and valid at all times;
- Check or use the completeness and correctness of the statistical data in the System's database at least on a monthly basis;
- Together with INFORM execute sufficient functional and integration tests of all delivered Bug-fix Versions, Maintenance Releases, and new Standard Releases of the Software before transfer into productive use;
- In cooperation with INFORM: Ensure that all preparations on Customer's side for timely moving the latest delivered Bug-fix Versions and Maintenance Releases of the Software into the Production Instance are fulfilled.
- If not ordered from INFORM as Additional Service: Move from test to Production Instance by the Customer's System administration as part of the first level of support;
- Ensure the availability of database administrators and ICT experts during the agreed Service Hours;
- Use JIRA to report all Issues and/or Defects (except Issues with Severity Level "Critical Incident") and determine named users to use JIRA by personalized passwords;
- Ensure that all Issue and/or Defect reports contain at least the information that is defined in the SLA;
- Close in JIRA all Issues and/or Defects in JIRA that are resolved / repaired and for which the Solution is accepted;
- Comment / answer in JIRA all Issues and/or Defects that are assigned to a Customer's employee and assign them back to INFORM if necessary or if the Solution / comment is not accepted.

Appendix 3 - Service Levels Agreement (SLA)

1. Overview

This document outlines the framework conditions for the Service Levels that shall apply to the Maintenance Services delivered by INFORM for the Software. It provides definitions of Severity Levels and assigns response, restore, and repair times in case of any Issue and /or Defect in the Software.

To report any kind of Issue, Customer is to use the JIRA Issue tracking tool used by INFORM. In this tool Customer can define whether the Issue is a Bug, Question, Task or Change Request. In case Customer classifies an Issue as a Bug, INFORM will investigate such Issue and determine whether it is an Issue of any kind or a Defect. The consequence of INFORM's classification of an Issue as a Defect is the applicability of the warranted Repair Time defined further down in Clause 5 of this Appendix.

2. Definitions

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

Defect: means (i) any deviation of the Software from the **standard** functionality and behavior described in the Software Documentation, that is caused in the Software delivered by INFORM and which has a negative impact on the operation of the Software, or (ii) any discrepancy between the **current** functionality and behavior of the Software and the functionality and behavior defined in the Software Documentation.

Issue: means either a problem (potential Defect), a Change Request or a question

JIRA: Issue tracking tool used at INFORM with Customer account.

Production Instance means the part of the System that is in operational use, as opposed to test environment, for example. It consists of one single executable, one single set of configuration files, one single database instance.

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

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

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

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

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

Solution: Means the delivery of any possible outcome of Issue investigation including but not limited to the provision of an acceptable workaround, of instruction how to solve the Issue (by the Customer

itself) or the provision of a Bug-fix Version. A Solution may also be the information that the Issue has to be resolved by Customer or a third-party as it lies outside the responsibility and influence of INFORM.

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

3. Precondition

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

- time and date of observation of the Issue
- environment where the Issue occurs
- functions that are not available
- exact wording of error message as appeared to the Customer, if possible as screenshot
- server log files
- GUI log files
- DB dump where the Issue is detectable.

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

4. Severity Levels

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

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

5. Service Levels

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

Severity Level	Reporting Medium	Response Time	Detailed Information	Restore Time	Repair Time, only applicable to Defects
Critical Incident	Incident has to be reported via phone to the Hotline and subsequently via entry into JIRA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
A	Bug has to be reported via complete entry into JIRA and via phone or email (if JIRA is not available) to the Quality Team	[REDACTED]	[REDACTED]		[REDACTED]
B	Bug has to be reported via complete entry into JIRA and via email (if JIRA is not available) to the Quality Team	[REDACTED]	[REDACTED]		[REDACTED]

C	Bug has to be reported via complete entry into JIRA and via email (if JIRA is not available) to the Quality Team	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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(*) these times correspond to the agreed Service Hours in the Maintenance Agreement.

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

In case INFORM requests necessary information to resolve the Issue either by assigning back the JIRA issue to Customer or by sending an email to the reporter of the Issue, the Repair Time is interrupted and shall be extended by the time INFORM awaited Customer's answer.

Restore Time shall only start after INFORM got access to the System and can only be warranted if the complete System setup is sufficiently fail-safe.

Service Levels shall not apply if the technical setup or processes have been modified by Customer in a way that prevents INFORM from analyzing an Issue or, in general, hinders INFORM's ability to perform its Maintenance responsibilities per this Agreement.

Appendix 4 - Optional Services

The following Optional Services can be ordered separately, each as an option to the Agreement. By mentioning the title of the chosen options at the very bottom of this Appendix and signing this Appendix, Customer shall be representing the order of such options at the Fees indicated below and on the terms and conditions of the Agreement.

Optional Services:

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

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

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

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

Support of Additional Instances

Maintenance Services as described in this document are offered for one single Production Instance (one single executable, one single set of configuration files, one single database instance, herein referred to as Production Instance). If more than one Production Instance shall be supported and maintained by INFORM or other instances such as test, staging or training instances, or more than one organizational Customer support team is responsible for the Software, this can be made part of the Agreement by ordering this option. All supported and maintained instances are listed in Attachment 1 to this Appendix 4.

Extended Service Hours for Critical Incidents

At additional charge as per the table further down in this Appendix, INFORM agrees to make itself available through a dedicated telephone number beyond the Service Hours mentioned in Clause 4.10 of the Agreement up to 24 hours a day, seven days a week to receive Severity Level for Critical Incidents (according to the classification of Appendix 1 attached hereto) related to the Real-Time components of the Software (defined as such in the table in Clause 1 of Appendix 1).

Available options are:

- a) 24x7, 365 days a year
- b) 365 days between 5:00 am and 9:00 pm CET
- c) 365 days a year between 9:00 am and 5:00 pm CET

Service Budget

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

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

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

Fees for and Selection of Optional Additional Services for Real Time Components:

Optional Additional Service	List Price CZK	Ordered/ Quantity	Fee in CZK
Installations or move over from Test to Production Instance done by INFORM	██████ / year	Yes	██████
Support of Additional Instances	2% of license fee per second instance, 1% per each Additional Instance after the second.	No	---
Service Budget	Price per day: ██████ (or current official daily rates).	No	---
Oracle Support	██████ per database instance	No	---

Appendix 4 - Attachment 1

Optional Services: Support of Additional Instances

Maintenance Services as described in this Agreement are only offered for one Production Instance per Software Module. Customer wishes to have more than one Production Instance or other instances such as test, staging or training instances being supported and maintained by INFORM. The term “Additional Instance” also applies to the existence of more than one organizational Customer support team responsible for the Software.

All supported and maintained GroundStar Instances are listed in the following table:

Description	Responsible Customer Team	Server/ Database Identification	covered(*)/additional
GS RealTime (RMS) Production Instance 1	CAH	GSPROD	covered
GS RealTime (RMS) Test Instance 1	CAH	GSTEST	covered
GS RealTime (Security) Production Instance 2	CAH	SECPROD	covered
GS RealTime (Security) Test Instance 2	CAH	SECTEST	covered
GS Rostering Production Instance 1	CAH	ROPROD	covered
GS Rostering Test Instance 1	CAH	ROTEST	covered

(*) Covered means that the Maintenance Service for this Instance is included in the basic Annual Maintenance Fee

Service Levels are only applicable to the Production Instance supported by INFORM.

Appendix 5 – Service Rebates

In the event of non-compliance with the Service Levels defined in Appendix 3, the Customer is entitled to claim Service Rebates in accordance with table below.

Customer’s entitlement to claim service rebates starts upon the occurrence of the failure to correct the Defect in compliance with such contracted Service Levels and ceases 60 (sixty) days after written (e-mail) acceptance of resolution of the Defect by the Customer. INFORM shall have the possibility to demonstrate that the non-compliance with the Service Levels was not attributable to INFORM’s sole fault. In case of doubt, the entries in JIRA shall be the device for evidence. Undisputed and due service rebates shall be sent as credit note to Customer.

The Parties agree upon the Service Rebates as follows:

Severity Level	Delay duration regarding Restore and Repair Times	Service rebate
Critical Incident	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
A	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
B	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

		delay duration is more than 4 weeks
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Service Rebates 2020

Severity Level	Delay duration regarding Start of Investigation	Service Rebates 2020
Critical Incident	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
A	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
■	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

The sum of all Service Rebates (according to this Appendix 5 and also Service Rebates for availability according to Appendix 6) per year shall in no case exceed 25 % of the Annual Maintenance Fee mentioned in Appendix 1.

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

Service Rebates (according to Appendix 5 and Appendix 6) shall not apply if the technical setup or processes have been modified by Customer in a way that prevents INFORM from analyzing an Issue or, in general, hinders INFORM's ability to perform its Maintenance responsibilities per this Agreement.

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

Appendix 6 – System Availability

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

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

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

Maintenance Windows:

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

Planned Downtime:

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

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

Activities which are required and planned by Customer shall be counted as Planned Downtime if a shutdown of the System is necessary. This includes all changes to the System that are not INFORM's responsibility (e.g. update of System components like updates of the operating system, patches, changes of the database, Software changes, data changes, etc).

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

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

Unplanned Downtime

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

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

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

Agreed System Availability:

The Agreed System Availability is calculated from the time in which the System should be available (e.g. for 24/7 Systems: 24 hours per day/ 365 days per year; for office applications: from 08:00 – 17:00, five days a week) minus the Planned Downtime.

Effective System Availability:

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

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

Example:

- ❑ Agreed System Availability for a telephone system: 24/7h
- ❑ During a week, the system suffered an Unplanned Downtime of 4 hours
- ❑ The Effective System Availability then is $(168-4)/168 \times 100\% = 97.61\%$

System Availability Target:

INFORM confirms a System Availability Target of 99,5% per year for the RealTime components (as per table in section 1 of Appendix 1).

Service rebates for non-compliance with the SLA

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

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

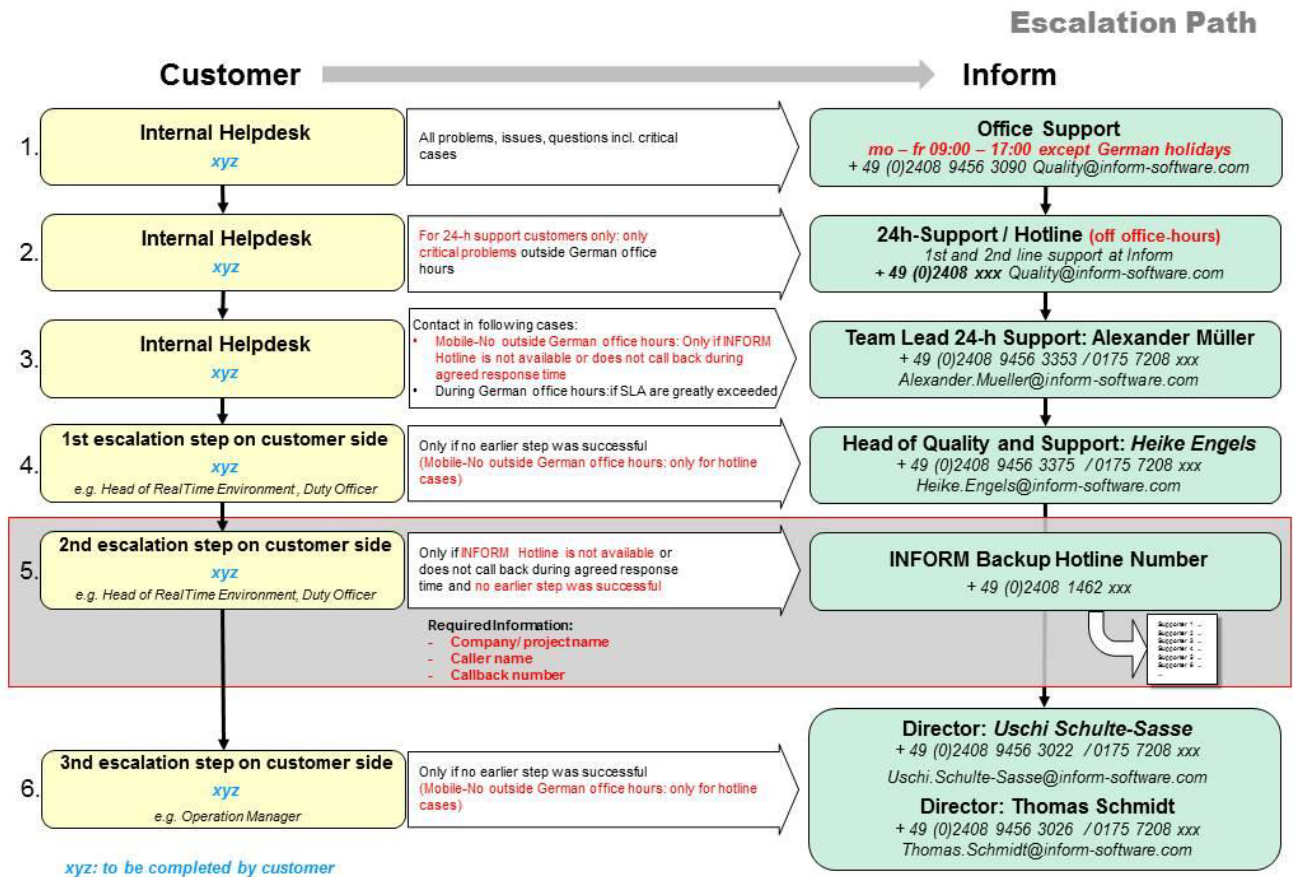
If the System Availability Target is not met, Customer shall have the right to claim service rebates in case the non-compliance is due to INFORM's sole and exclusive fault. Customer's entitlement to claim service rebates starts upon the notification of the twelve-month calculation of the Effective System Availability and ceases 30 (thirty) days thereafter . Undisputed and due service rebates shall be deducted from the invoice for the subsequent Maintenance period.

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

The Parties agree upon the following Service Rebates:

Excess	Service Rebates
Less than 99,5 % for a calendar year, but more than or equal to 99,0% in a year for 24/7 relevant components/ modules	[REDACTED]
Less than 99,0% for a calendar year, but more than or equal to 98,5% in a year for 24/7 relevant components/ modules	[REDACTED]
Less than 98,5% for a calendar year for 24/7 relevant components/ modules	[REDACTED]
Less than 99,5% for a calendar year for non 24/7 relevant components/ modules	[REDACTED]

Appendix 7 – Escalation Path



Appendix 8 – Migration

This appendix includes high-level migration approach for migrating the Software to hardware owned by Customer. It also shows desired schema for production and test environments after the migration as well as some important dates and also shows, how third party is involved.

3rd party involvement

Datasys will provide full support to the Customer with migration steps where necessary. Customer shall pay no additional fee for this cooperation.

Important dates

- 25th October 2017
End of current support – migration shall start upon Effective date of this Agreement.
- 1st January 2018
Start of hosting fee payment – as described in 2.1 (Appendix 1)

Migration goals

The migration will be considered as completed when all existing components of the Software will be migrated and fully functional on Customer's hardware environment and the solution will be accepted by signed acceptance protocol between INFORM and Customer. No additional hosting fee (as described in 2.1 of Appendix 1) will apply after the acceptance of the migration.

CAH Migration Approach

	Task	Responsible	High Level Duration
	TEST ENVIRONMENT		
SERVERS	Migration of TEST environment from Datasys data center to new CAH data center	CAH / Datasys	1 day
	Test & functional verification	CAH / INFORM	2 days
DATABASE	Full setup of DB servers (ORA 12c) as well as ORA 11 dedicated for SP-EXPERT	CAH	1 day
	Full installation of DBs according to INFORM's check lists	CAH	1 day
	Supply of ORA 12c client on GS RT application server	CAH	1 day

	Setup of client workstations (ORA client 32 and 64 bit, TNS names)	CAH	2 days
	Preparation of setup of RMS & SEC RT servers (incl. new binaries)	INFORM	1 week
	Transfer DB dumps from old to new environments (all Live and Statistic schemes)	CAH / Datasys	1 day
	Setup of RMS & SEC RT servers (incl. new binaries)	INFORM	Upon completion of DB import
	Test & functional verification	CAH / INFORM	2 days
MQ	Full setup of new MQ 8 servers	CAH	1 day
	Supply of MQ 8 client on GS RT application server	CAH	2 days
	Preparation of setup of RMS & SEC RT servers (incl. new binaries)	INFORM	1 week
	Setup of RMS & SEC RT servers (incl. new binaries)	INFORM	Upon supply of MQ 8 by CAH
	Test & functional verification	CAH / INFORM	2 days
MIGRATION	Test & functional verification	CAH / INFORM	2 days
	Upon successful functional verification: migration completion	CAH / INFORM	1 day
PROD ENVIRONMENT			
SERVERS	Migration of PROD environment from Datasys data center to new CAH data center	CAH / Datasys	2 days
	Physical transport (RMS-BD-GRS-P-01.cah.cz) to the new locality.	CAH	1 day
	Test & functional verification	CAH / INFORM	2 days
DATABASE	Full setup of DB servers (ORA 12c) as well as ORA 11 dedicated for SP-EXPERT	CAH	1 day
	Full installation of DBs according to INFORM's check lists	CAH	1 day
	Supply of ORA 12c client on GS RT application server	CAH	1 day
	Setup of client workstations (ORA client 32 and 64 bit, TNS names)	CAH	2 days
	Transfer DB dumps from old to new environments (all Live and Statistic schemes)	CAH / Datasys	1 day
	GS BIS Installation (ORA 12)	INFORM	1 week

	Setup of RMS & SEC RT servers (incl. new binaries)	INFORM	Upon completion of DB import
	Test & functional verification	CAH / INFORM	2 days
MQ	Full setup of new MQ 8 servers	CAH	1 day
	Supply of MQ 8 client on GS RT application server	CAH	2 days
	Setup of RMS & SEC RT servers (incl. new binaries)	INFORM	Upon supply of MQ 8 by CAH
	Test & functional verification	CAH / INFORM	2 days
MIGRATION	Test & functional verification	CAH / INFORM	2 days
	Upon successful functional verification: migration completion	CAH / INFORM	1 day

Assumptions & Remarks

- Existing infrastructure, owned by CAH, will be migrated to new data center
- INFORM takes responsibility for INFORM tasks only

TEST environment

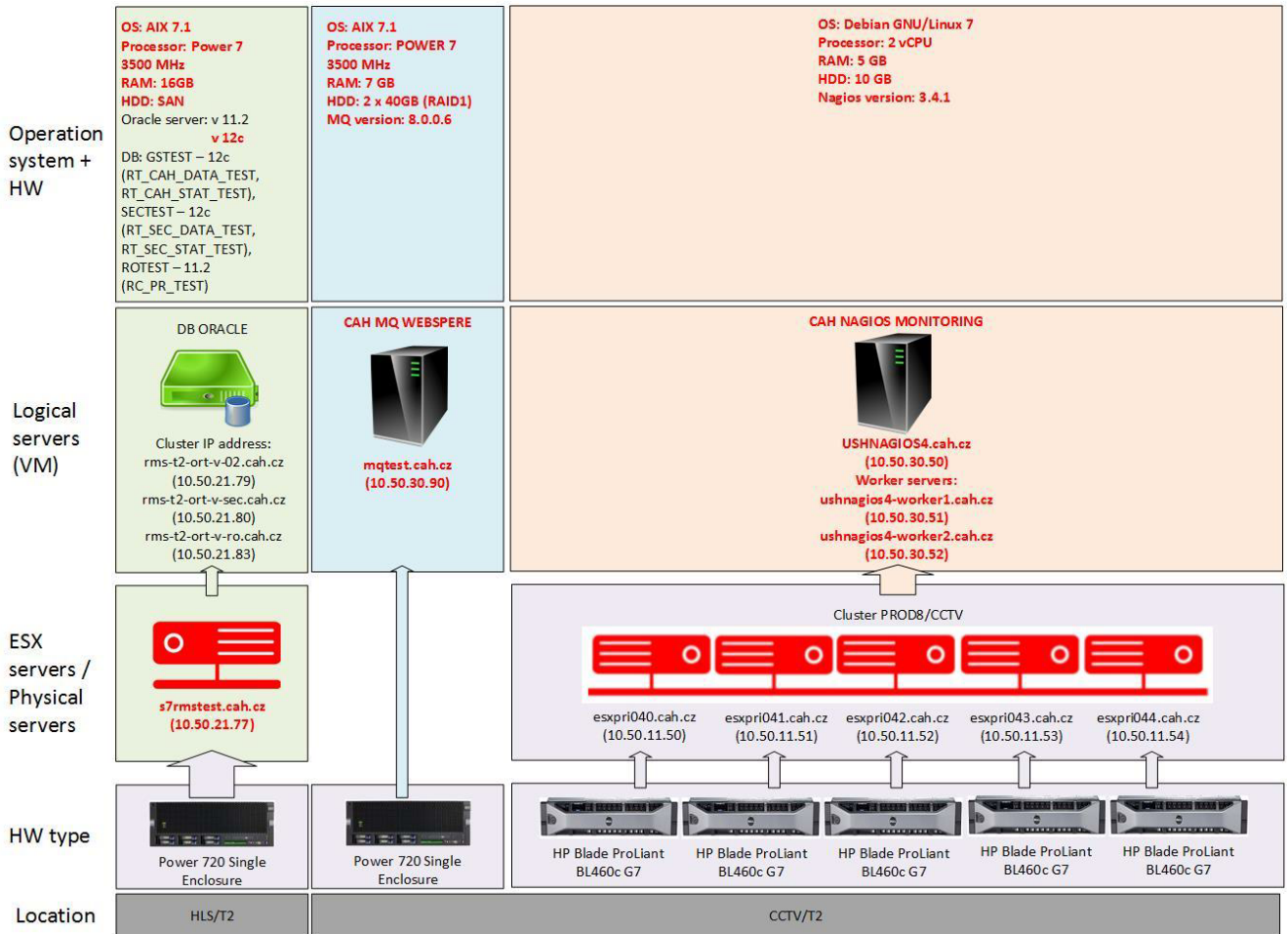


Figure 1- TEST env. description 1/3

CAH NEW INFORM-LP (TEST ENVIRONMENT)

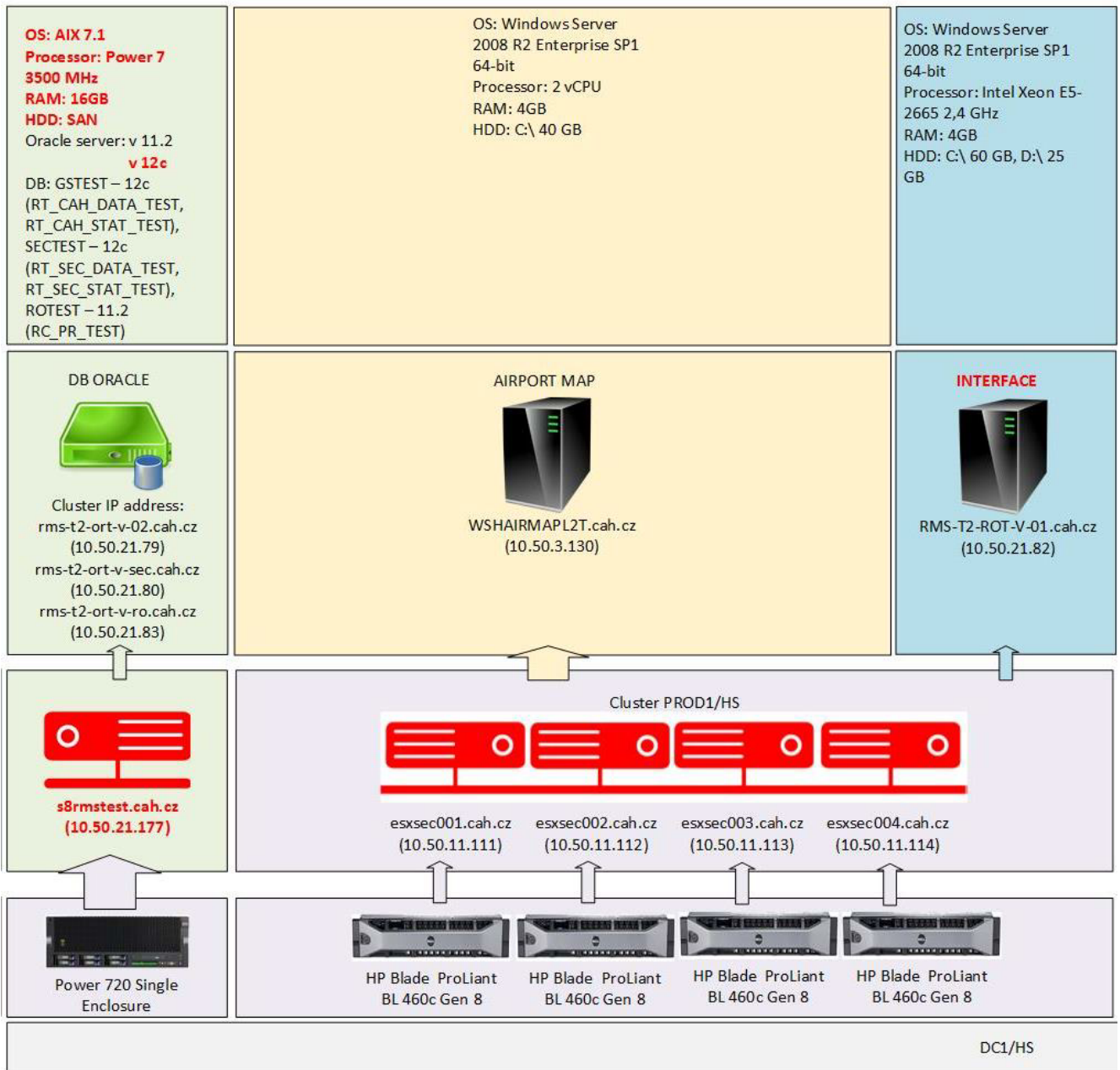


Figure 2- TEST env. description 2/3

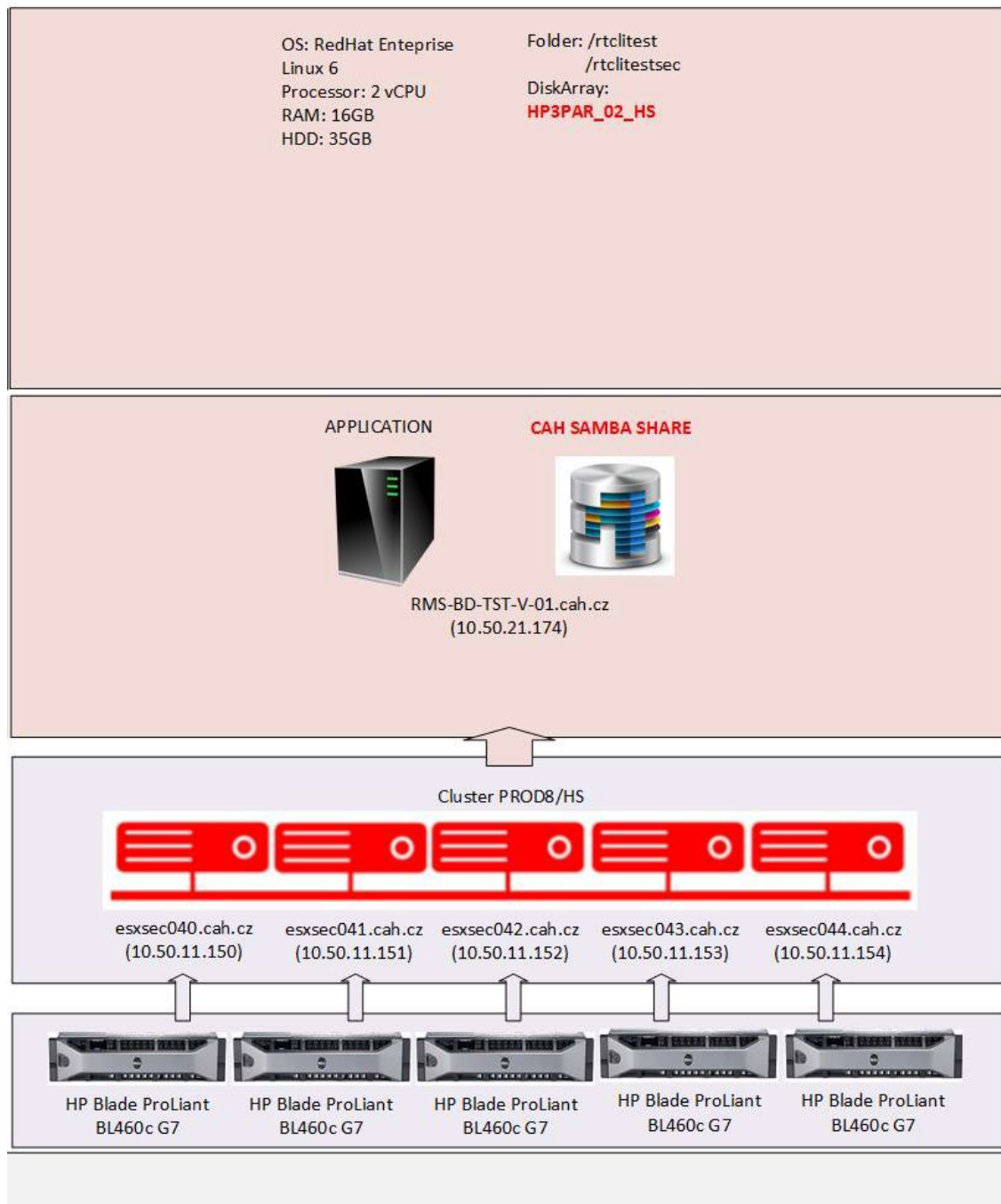


Figure 3- TEST env. description 3/3

PROD environment

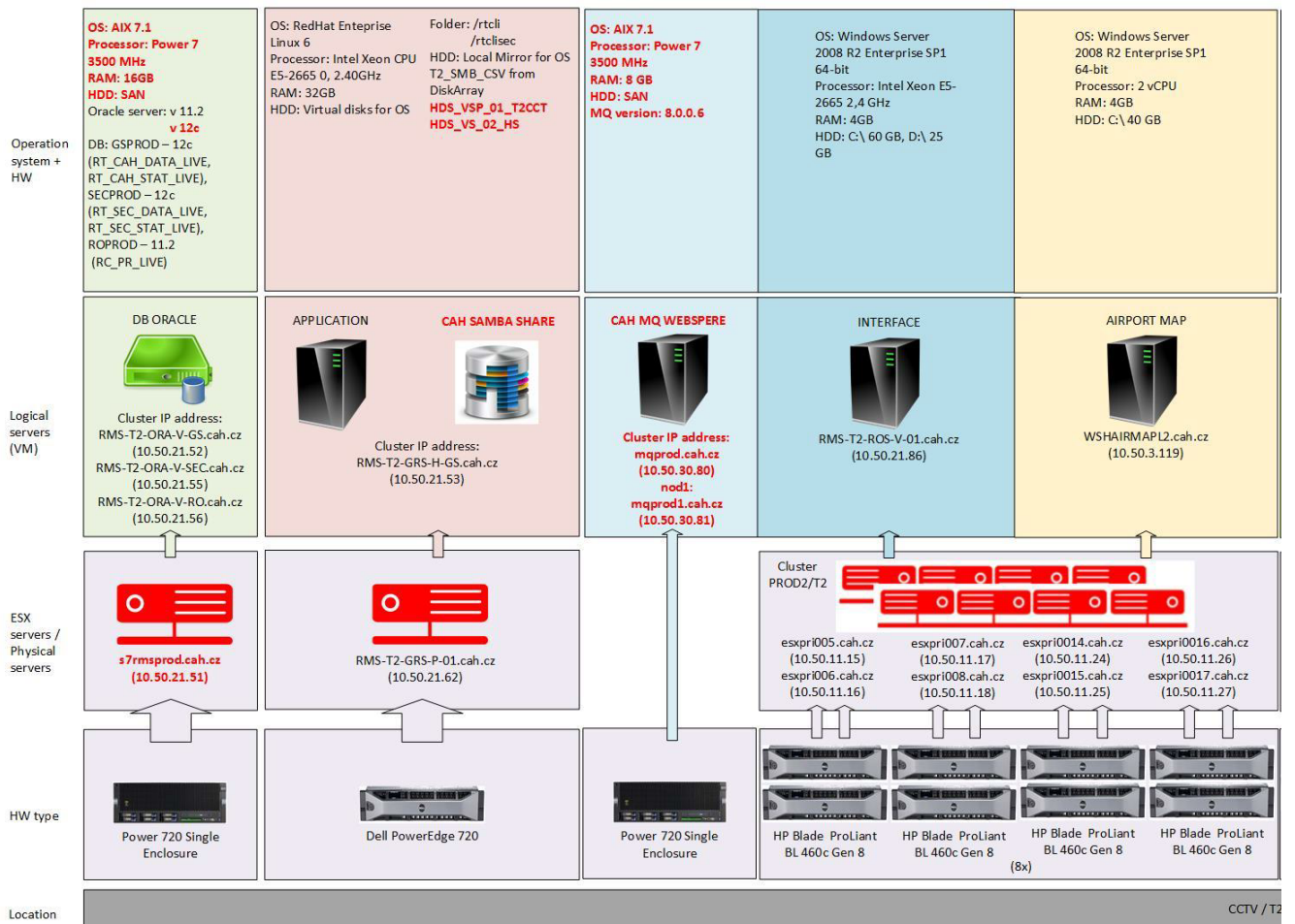


Figure 4- PROD env. description 1/3

CAH NEW INFORM-LP (PRODUCTION ENVIRONMENT)

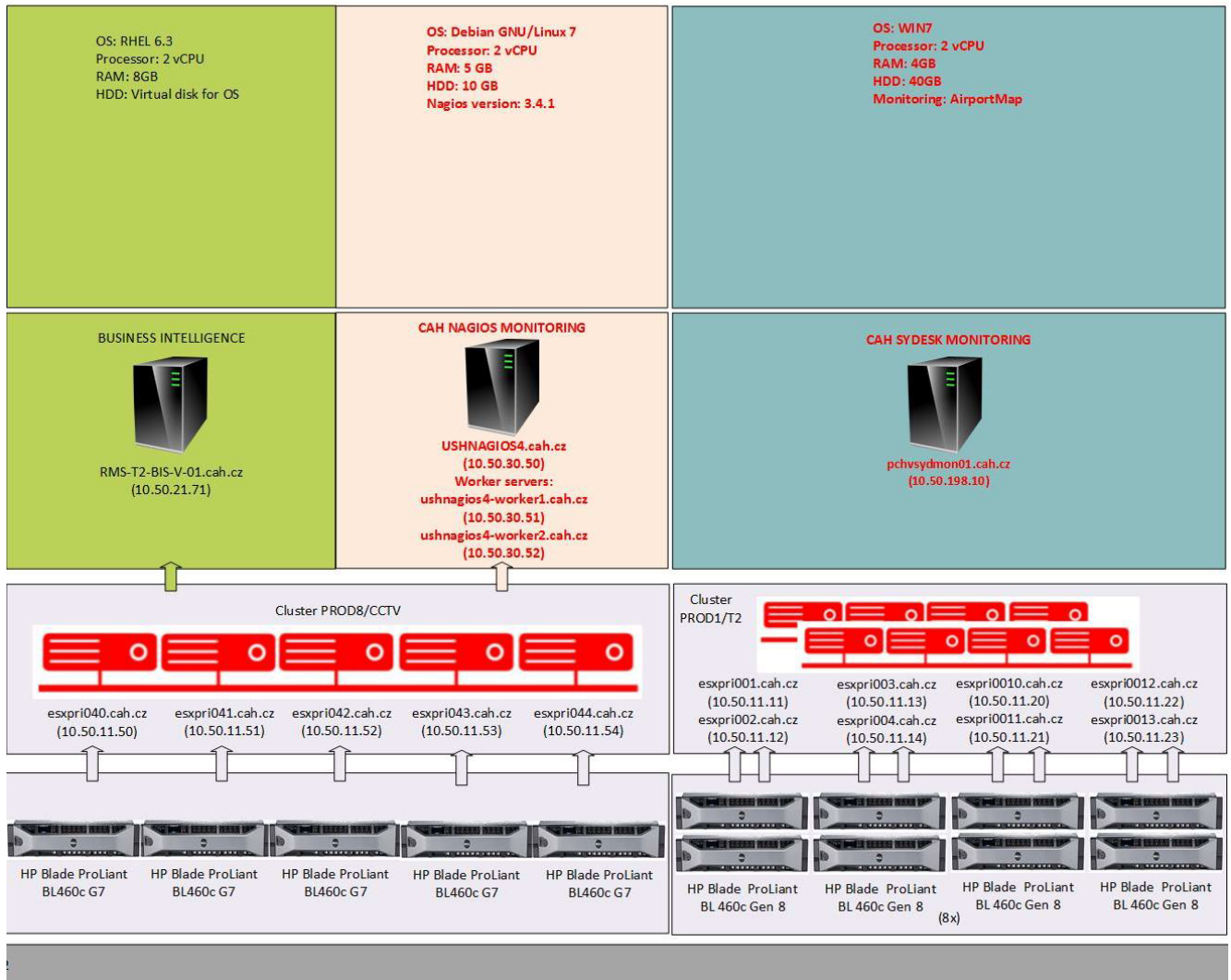


Figure 5- PROD env. description 2/3

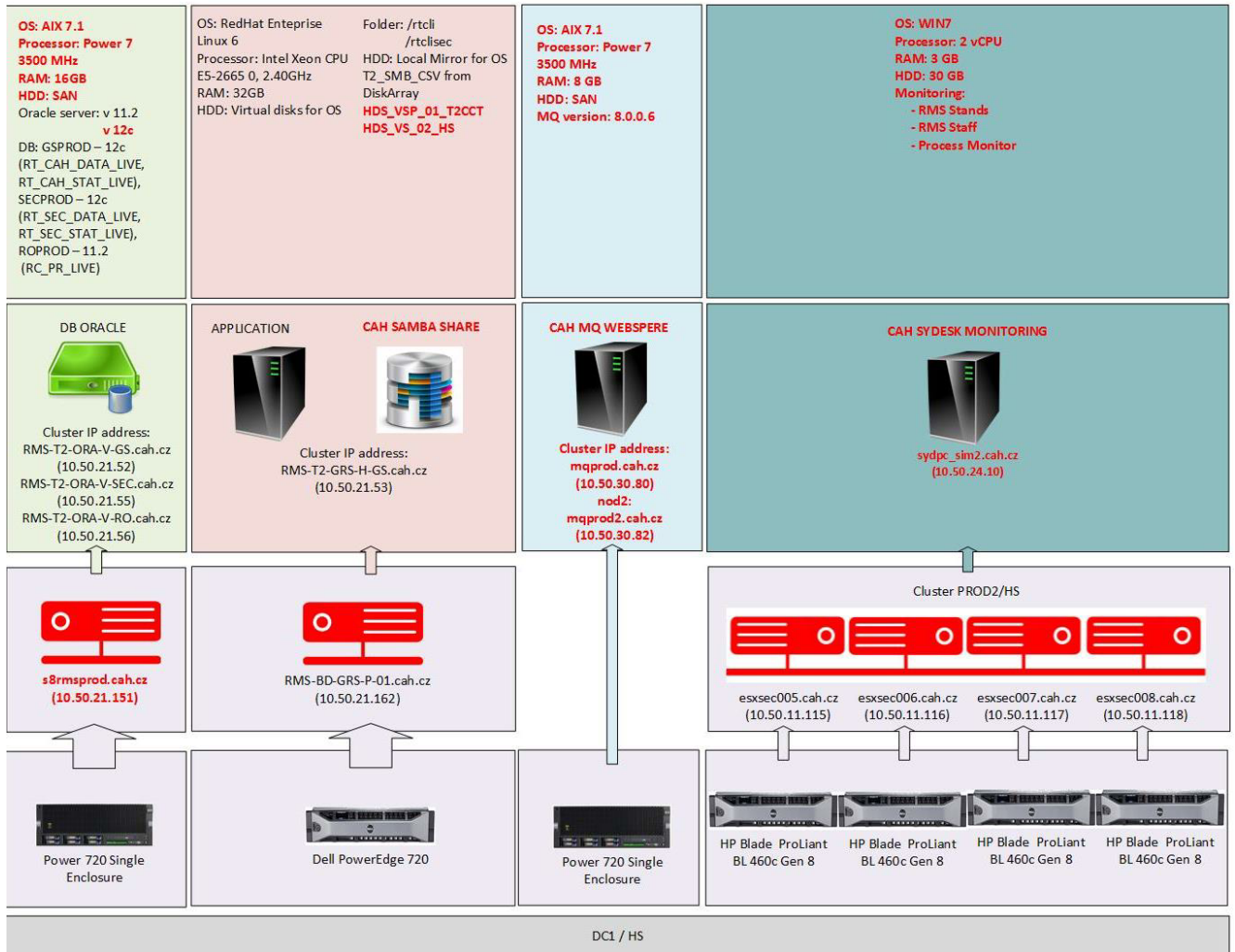


Figure 6- PROD env. description 3/3