



**Support Agreement**

**Between**



**And**



**Agreement number:**

[REDACTED] support Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into [REDACTED]

[REDACTED]

(hereinafter referred to [REDACTED])

and

[REDACTED]

(hereinafter referred to [REDACTED])

[REDACTED] collectively referred to as the “**Parties**” and individually also as the “**Party**”)

**PREAMBLE**

[REDACTED]

and

WHEREAS [REDACTED]  
[REDACTED]

and

WHEREAS [REDACTED]  
[REDACTED]

NOW THEREFORE [REDACTED] agree upon the following:

## 1. DEFINITIONS

In this Agreement:

[REDACTED];

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

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“ [REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

“ [REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

“ [REDACTED]

[REDACTED],  
[REDACTED]  
[REDACTED]

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

organization;

[REDACTED]

" [REDACTED]

" [REDACTED]

"**EASA**" means the European Aviation Safety Agency;

"**Effective Date**" means the date stipulated in art. 3.1 hereof;

"**Engines**" means the engines as described in Annex 1 to this Agreement, including their accessories;

"**EO**" or "**Engineering Order**" means engineering order as document issued by [REDACTED]

"**FC**" means flight cycle of aircraft or Component;

"**FH**" means flight hour of aircraft or Component;

"**Force Majeure Event**" means any event, which is beyond the control of obliged Party and unpredictable for obliged Party and prevents such Party from the performance of its obligations under the Agreement, which such Party could not avoid by the exercise of its due care. Force Majeure shall include any event, which is caused by act of God, fire, flood, explosion, earthquake, riot, insurrection, war, any act of government or any regulation affecting directly or indirectly the Aircraft.

"**FORM 1**" means form certifying performed maintenance and Airworthiness of the component;

**“Gross Negligence”** means the reckless act/omission of any Party coupled with knowledge that damage would probably result;

**“Inflation Rate”** means an increase in average annual consumer price index characterized by the percentage change of the average price level of latest twelve months against the average level of previous twelve months published for the Czech Republic by Czech Statistical Office;

[REDACTED]

[REDACTED]

[REDACTED]

**“Maintenance”** means one or a combination of the following actions: overhaul, repair, inspection, replacement, modification or rectification of discrepancies on the aircraft or a Component;

[REDACTED]

**“Managed Aircraft”** means aircraft [REDACTED]

**“Manufacturer”** means the holder of type certificate of the respective aircraft;

**“Material”** means any Components, Standard Parts, assemblies, subassemblies, Consumables, data, accessories, raw stock, packing, tools and ground support equipment;

**“MEL”** means Minimum Equipment Manual;

**“MMEL”** means Master Minimum Equipment manual issued by EASA;

“**MOD**” means modification of aircraft, Engine, APU or any component;

“**MRB**” means maintenance review board document;

“**MPD**” means maintenance planning document;

“**P/N**” means part number;

“**Propeller**” means propeller’s parts assembly including blades;

“**[REDACTED]**”

“**SB**” means service bulletin;

“**[REDACTED]**”  
“**[REDACTED]**”  
“**[REDACTED]**”

“**SIL**” means Service Information Letter issued by aircraft manufacturer;

“**SLA**” means Service Level Agreement, which is an inseparable part of this Agreement as Annex 3;

“**S/N**” means serial number of aircraft or Component;

“**SSI**” means Structural Significant item - any detail, element or assembly, which contributes significantly to carrying flight, ground, pressure or control loads and whose failure could affect the structural integrity necessary for the safety of the aircraft;

“**Standard Parts**” means individual parts that are identified by a standard or by a part number in the Maintenance or operational documents issued by the Manufacturer or the design organization of the Component;

“**Subcontractor**” means any person, legal or natural, engaged by one Party to support such Party in the performance of its contractual obligations;

**“Third Party”** means any party, which is not a Party to this Agreement;

“  
[REDACTED]  
[REDACTED]  
[REDACTED]”

[REDACTED]  
[REDACTED]

## INTERPRETATION AND CONSTRUCTION

Other terms, as they may be defined in the text of the Agreement below, shall be in bold and introduced by words “hereinafter referred to” and if further reference is made to them in the text of the Agreement, they shall be capitalized.

The singular form herein shall also refer to the plural and vice versa; the masculine form shall also refer to the feminine and neuter forms and vice versa; and the expressions referring to persons shall refer both to natural and legal persons and vice versa.

## 2. SCOPE OF SERVICES

2.1 [REDACTED] perform the Services in accordance with the terms and conditions of this Agreement [REDACTED]

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

2.2 [REDACTED]  
[REDACTED]

2.3 [REDACTED]  
[REDACTED]



[REDACTED]

2.4 The Parties have agreed, t [REDACTED]  
[REDACTED]  
[REDACTED]  
Agreement.

2.5 In case, that [REDACTED]  
[REDACTED]  
[REDACTED]

2.6 In case, t [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

2.7. In c [REDACTED]  
[REDACTED]  
[REDACTED]

**3. TERM AND TERMINATION**

3.1 This Agreement shall become valid and in force from [REDACTED]



3.7 This Agreement may be further terminated by means of a written agreement of the Parties.

**4.** [REDACTED]

[REDACTED] legally responsible towards the [REDACTED] will coordinate to ensure that any findings arising from the monitoring [REDACTED] A [REDACTED] will be closed as soon as possible to the satisfaction of the [REDACTED]

**5. c** [REDACTED]

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

**5.1 Aircraft Maintenance Program – revision service**

C [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**5.2 Component I** [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

system to monitor remaining service limits or life of components in operation or storage.

**5.3 AMP Task cards originated from MPD**

[Redacted]

**5.4 Non-mandatory modifications**

[Redacted]

**5.5 Airworthiness Directives**

[Redacted]

**5.6 Reliability program and data**

[Redacted]

**5.7 Reliability analyses**

In case of exceedance of preset v [REDACTED]  
of root cause of such exceedance and propose corrective actions. Typical  
corrective action is adjustment of AMP, maintenance or operational procedure  
change, stores supply recommendation etc. [REDACTED]  
[REDACTED]

## 5.8 Publications

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

[REDACTED] case by case.

## 5.9 Maintenance Planning

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

## 5.10 Scheduled Maintenance works

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

## 5.11 Reporting back

After completion of each maintenance event, [REDACTED]  
back procedure for some Maintenance events (e.g. Check's, SRT, MOD, rotatable  
parts replacement, etc.) for which the double-check of execution limits is required.

## 5.12 Scanning and archive

[REDACTED] rformed work packages including Component Form 1s and  
archive maintenance records of Managed Aircraft and Components. Scanned

documents shall be accessible to [REDACTED] request. Components Form 1s, Repair reports or Shop visit reports shall be delivered to [REDACTED] request.

**5.13 Aircraft Component status**

[REDACTED]

**5.14 Engine parameters trends**

[REDACTED]

**5.15 APU trends**

[REDACTED]

**6. SUPPLEMENTAL CONTINUING [REDACTED]**

[REDACTED]

[REDACTED]

**6.1 Reporting to manufacturer, owner or lessor of aircraft**

[REDACTED]  
[REDACTED]  
[REDACTED] Aircraft.

**6.2 Repair files and D&B charts**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

**6.3 Engine oil consumption monitoring**

[REDACTED]  
[REDACTED]  
[REDACTED].

**6.4 Weight and Ballance Manual**

[REDACTED]  
[REDACTED]  
[REDACTED]

**6.5 Aircraft Handling Manual**

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

specified in Article 8.

**6.6 Weight and Ballance data testing**

[REDACTED]  
[REDACTED]

**6.7 Publications on board the aircraft**

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

**6.8 Loadable SW management**

[REDACTED]

**6.9 Logbooks**

[REDACTED]

[REDACTED] provide and revise as required Technical Logbook, Scheduled Events Logbook and Cabin Logbook format definition.

**6.10 Medical equipment manual**

[REDACTED] has to be revised.

**6.11 Chemicals Advisory**

[REDACTED] for aircraft maintenance and operation.

**6.12 Aircraft Maintenance Program and MEL exceptions**

[REDACTED] required and requested by aircraft operation.



**7. SUPPLEMENTAL CONTINUING [REDACTED] SERVICES PART 2**

Services included in Article 7 a [REDACTED]  
[REDACTED]  
[REDACTED]

**7.1 Landing gear life limited parts (LG LLP)**

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

per landing gear set.

**7.2 Engine/APU life limited parts (ENG/APU LLP)**

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

Engine/APU.

**7.3 Customized Airline Task Card (TC)**

Upon request [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**7.4 Minimum Equipment List (MEL)**

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

subject to individual order as specified in chapter 8.

**7.5 Engineering Orders**

[REDACTED]

**7.6 Airworthiness certification and audit support**

[REDACTED]

**7.7 Forecast of [REDACTED]**

[REDACTED]

**7.8 Forecast of [REDACTED]**

Based on available records at [REDACTED]

[REDACTED]

**7.9 Support for Engine/Propeller shop visit**

[REDACTED]

For the avoidance of doubt, this service is limited to manpower consumed in [REDACTED] travel outside Prague separate order as per Article 8 is required.

**7.10 APU shop visit support**

[REDACTED]

consultancy, APU modification assessment and recommendation, provision of available APU data and records, invoice checking. [REDACTED]

For the avoidance of doubt, this service is limited to manpower consumed in [REDACTED] S [REDACTED] outside Prague separate order as per Article 8 is required.

**7.11 [REDACTED] support**

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

For the avoidance of doubt, this service is limited to manpower consumed in [REDACTED] separate order as per Article 8 is required.

**7.12**

[REDACTED]

[REDACTED] shall from time to time on the order [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

separate order as per Article 8 is required.

**7.13 Document**

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

**8. SUPPLEMENTAL CONTINUING SERVICES PART 3**

[REDACTED]

8.1 In addition to [REDACTED] defined in Article 5 through 7 for [REDACTED]

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

service agreed between the Parties should always be ordered in accordance with the conditions stated in Article 2.3 of this Agreement.

Such works consist of but are not limited to:

- a) [REDACTED]

## 9. COMMERCIAL TERMS, QUALITY

9.1 [REDACTED]

9.2 Quality System [REDACTED]

a) [REDACTED]

b) Promptly correcting any quality audit finding(s) notified to [REDACTED]

c) [REDACTED]

[REDACTED] a continuous basis for the duration of this Agreement.

9.3 [REDACTED]

## 10. RESPONSIBILITY [REDACTED]

10.1 [REDACTED]  
[REDACTED]

10.2 [REDACTED]g data and information necessary for the performance of Services, if such data or information have not been provided  
[REDACTED]  
[REDACTED]

- a) Instructions, Regulations, Special requirements [REDACTED]
- b) Access and revision services to customized documentation of manufacturer of aircraft, Engines, APU and Components
- c) All delivery/redelivery and historical maintenance records and statuses to enable buildup of AMOS database. This includes but is not limited to MPD S [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- d) After completion of each maintenance event, no [REDACTED]  
[REDACTED]T copies/scans of properly signed WorkPackage Summary, Inspection Compliance Records, Component Replacement List and all necessary data about rotatable parts labelbooking with certificates of installed rotatable parts. Completed, properly signed and checked original check WorkPackage paperwork, together with the backup data recorded on DVD, will be delivered t [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

10.3 [REDACTED] all cooperation which can be reasonably demanded to ensure that all Services will be carried out under this Agreement, CAA requirements, and all relevant civil aviation legislation.

## 11. DISBURSEMENTS

11.1 Any disbursements made [REDACTED]  
[REDACTED]

## 12. PRICES, SETTLEMENT

12.1 All rates and charges for the Services pursuant to this Agreement are stipulated

[REDACTED]

12.2 [REDACTED] the price for Services specified in Article 5, 6 and 7 of this Agreement [REDACTED] shall always issue an invoices on a monthly basis.

12.3 [REDACTED]

12.4 [REDACTED]

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

12.5 [REDACTED]

[REDACTED]

The invoices shall be sent and e-mailed in pdf or similar format to the following address within [REDACTED]

[REDACTED]

12.6 In case of delay in the payment of any sums due under this Agreement, [REDACTED]

12.8 [REDACTED]

**13. TAXES, RECOVERY, AND REFUND**

13.1 All amounts due [REDACTED]

[Redacted]

13.2 Any Taxes ([Redacted])  
[Redacted]  
[Redacted]

- a. [Redacted]ent;
- b. C [Redacted]  
[Redacted]
- c. [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Time shall be of the essence regarding payment obligations.

13.3 [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**14. GOVERNING LAW AND DISPUTE RESOLUTION**

14.1 This Agreement shall be governed by and interpreted in accordance [Redacted]  
[Redacted]

14.2 Any disputes arising from this Agreement or in connection with this Agreement  
[Redacted]



## 15. COMMUNICATON

15.1 Written and spoken communication between the Parties will be [REDACTED]  
[REDACTED]  
[REDACTED]

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

T [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

15.2 a) Standard contacts for operative communication:

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

b) Contacts for ordering additional services not included in the scope of this Agreement and/or are not included in the monthly [REDACTED]  
[REDACTED]

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

15.3 All notices, requests, demands or other communications required under this Agreement shall be in writing, sent by certified or registered mail, courier, or delivered in person.

- 15.4 Unless otherwise stated in this Agreement, any notice, request, demand or other communication under this Agreement shall be deemed to be given to the other Party:
- a) where delivered in person or by courier, at the time of its receipt by the addressee;
  - b) where delivered by certified or registered mail, on the fifth (5.) Business Day after posting.
- 15.5 The foregoing requirements do not limit or prohibit day-to-day communications between the Parties via e-mail or other means.

## 16. LIABILITY AND INSURANCE

### LIABILITY

16.1 [REDACTED]

16.2 [REDACTED]

16.3 Notwithstanding the above each Party shall take responsibility for any death of or injury to its own employees unless caused by the other Party's Negligence or Willful Misconduct.

16.4 If any Party becomes aware of matter that might give rise to a claim per the above, the Party discovering such shall notify the other Party as quickly as possible, consult with the other Party and offer reasonable assistance.

16.5 [REDACTED]

[REDACTED]

16.6 [REDACTED]

16.7 [REDACTED]

16.8 The liability which cannot be limited or excluded under the applicable law shall not be limited or excluded.

16.9 To the extent permitted by applicable law, [REDACTED]

16.10 [REDACTED]

16.11 Neither Party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to Force Majeure on the side of such Party or lack of cooperation pursuant to Article 10 hereof. The sentence mentioned above will not apply if the respective Party does not notify to another Party the existence of Force Majeure or lack of cooperation in writing.

INSURANCE

16.12 A.1 During the term of this Agreement and for a minimum period of [REDACTED]

force:

- Hull "All Risks" and "War Risks" insurance in respect of the Aircraft;

- [REDACTED]  
[REDACTED]  
[REDACTED]

- Aviation Legal Liability insurance with respect to the Aircraft (including to the extent available war and allied perils coverage in accordance with [REDACTED]

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

The above liability insurance [REDACTED]

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

A.2 [REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

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

[REDACTED]  
[REDACTED]  
[REDACTED];

- a [REDACTED]  
[REDACTED]

B. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

C. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

D. Each party shall maintain at its own expense Worker's Compensation as required by law and Employer's Liability Insurance with liability limits and insurers reasonably acceptable.

## 17. FORCE MAJEURE

17.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

d [REDACTED]  
[REDACTED].

17.2 [REDACTED]  
[REDACTED]

**18. CONFIDENTIALITY**

18.1 The Parties consider all information included in the Agreement hereof or received in connection with thereof to be confidential (hereinafter the “**Confidential Information**”).

18.2 The Parties shall treat as strictly confidential for the term of this Agreement and thereafter, this Agreement, including the document itself as well as individual provisions contained herein and any information pertaining to the Agreement. In particular each Party shall treat as strictly confidential the contents of the negotiations leading up to this Agreement.

18.3 The Parties shall treat as strictly confidential for the term of this Agreement and thereafter any information received in connection with this Agreement, including, but not limited to any business, technical and strategic data disclosed by the other Party, its customers or Subcontractors at any time for any reason – comprising any and all such information in oral or visual form, and shall use such Confidential Information solely for the performance hereunder.

18.4 Without prior approval in writing given by the other Party, neither Party may disclose such Confidential Information to a Third Party, except for cases where (a) such disclosure is required by law or (b) by respective bodies acting under legal regulations and in accordance with them, or (c) such information in question is already available to public in accordance with respective legal regulations or the Agreement hereof, or (d) such information is made available [REDACTED]

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

[REDACTED] The Parties have agreed that for the purposes of this Agreement Confidential Information shall

include not only all data stated in the text of the Agreement or in documents to which the Agreement refers, but also any information exchanged by the Parties or otherwise obtained by the Parties in connection with the performance of this Agreement.

18.5 The disclosure of any documents, data and other information to CSA in connection with this Agreement shall not be construed as a grant or transfer of any rights, in particular but not limited to intellectual and industrial property rights such as patents or copyrights nor a permission to use such documentation, data or other information except for the purposes required by this Agreement.

## **19. LANGUAGE**

19.1 All correspondence, documents and other written matters between [REDACTED]  
[REDACTED]

## **20. ENTIRE AGREEMENT, MODIFICATION**

20.1 The Parties agree to [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

20.2 The Annexes to this Agreement form an inseparable part of this Agreement.

20.3 No amendment, change or modification of the Agreement shall be valid unless in writing and signed on behalf of each Party by their authorized representatives.

## **21. COUNTERPARTS**

21.1 Four (4) originals of this Agreement shall be signed and executed by the Parties. Two (2) counterparts shall remain [REDACTED]  
[REDACTED]  
[REDACTED]

## **22. WAIVER AND SEVERABILITY**

22.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

and signed by the duly authorized representatives of the Parties.

22.2 Nothing contained in this Agreement shall require either Party to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to either Party by any government.

22.3 If any of the provisions of this Agreement is declared to be invalid or unenforceable, those provisions shall be severed and the other provisions shall remain in full force and effect. [REDACTED]

### **23. MISCELLANEOUS**

23.1 Neither Party shall be entitled to assign this Agreement or any of its rights and/or obligations under this Agreement, whether in full or in part, to any Third Party without the other's Party prior written consent which shall not be unreasonably withheld.

23.2 The payment of contractual penalties pursuant to this Agreement by either Party shall not affect other's Party right to claim compensation for damages in its full amount.

23.3 The Parties agree that Section 1765 and Section 1766 of Civil Code shall not apply to this Agreement. The Parties hereby assume the risk of change to the Agreement circumstances and the occurrence of unforeseen events.

23.4 In compliance with section 1797 of the Civil Code the provisions of sections 1793 – 1795 and section 1796 of the Civil Code shall not apply with respect to this Agreement.

23.5 The Parties hereby in compliance with section 1801 of the Civil Code agree that sections 1799 and 1800 of the Civil Code shall not apply with respect to this Agreement.

23.6 Both Parties hereby waive their right to claim cancellation of the obligations arising from the Agreement pursuant to section 2000 par. 2 of the Civil Code.



23.7 For the avoidance of doubt, the Parties hereby state that none of the obligations under this Agreement are fixed obligations pursuant to section 1980 of the Civil Code.

**24. INTERPRETATION**

24.1 The list of contents, section names and headings are for ease of reference only and shall not be taken into account in construing this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed as of the day and year written below.

Date: 2016

Date: 2016

For and on behalf of:

For and on behalf of:

[Redacted signature]

[Redacted signature]

.....

.....

[Redacted signature]

[Redacted signature]

[Redacted signature]

.....

.....

[Redacted signature]

[Redacted signature]

ANNEX 1 – [REDACTED]

N	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Service Level Agreement  
(the “SLA”)

The Agreement sets forth the general terms of the contractual relationship [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

1. INTRODUCTION

1.1 Scope

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

1.2 General

SLA defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the service provider and the customer, and actions to be taken in specific circumstances.

The basic objectives of an SLA are as follows:

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

### 1.3 Term

This SLA becomes valid and effective from the signature of the Agreement and signature of this SLA. Any further change to this SLA shall be agreed in writing by both parties. This SLA depends on the Agreement and it remains in force and effective and shall not expire or be terminated separately as long as the whole Agreement is still effective.

## 2. SERVICE LEVELS

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] t

6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

**3. PENALTIES**

If any of the above [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### 4. GOVERNING LAW AND DISPUTE RESOLUTION

This SLA shall be governed by and interpreted in accordance with [REDACTED]  
[REDACTED]

Any disputes arising from this SLA or in connection with this SLA shall be referred to the exclusive jurisdiction [REDACTED]

Signed for and on behalf of [REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## ANNEX 4 – [redacted]

Role

[redacted]

[redacted]

	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Role

[redacted]

[redacted]

	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Role

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Role

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[Redacted]

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[Redacted text block containing multiple lines of obscured content]

Role

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