

SERVICE AGREEMENT**Z/BTS/ITS/68/2021**

Version: 22 November 2020

PARTICULARS

SITA Contract ID	2-00164206		
Parties	SITA	Name	SITA Switzerland Sarl
		Registered No.:	CHE 112.159.240
		Address	26 Chemin de Joinville, 1210 GENEVE
		Address for notices	As above with a copy to: SITA - 26, Chemin de Joinville, 1210 Cointrin – Geneva, Switzerland
		Attention	General Counsel
	Customer	Name	Letisko M.R.Štefánika - Airport Bratislava, a.s. (BTS)
		Registered No.:	35 884 916
		Address	Letisko M.R. Štefánika 823 11 Bratislava II Slovakia
		Address for notices	Letisko M. R. Štefánika, P.O. BOX 160, 823 11 Bratislava 216, Slovakia
		Attention	
Recitals	A	SITA provides communications and information technology services and solutions to customers operating in the air transport industry around the world.	
	B	Customer has requested, and SITA has agreed to provide services under the terms and conditions of this Service Agreement and the terms and conditions of any Master Services Agreement governing this Service Agreement.	
Effective Date	This Service Agreement has been concluded and its legal effects shall become effective in line with the Act No. 546/2010 Coll. supplementing the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic. Customer will notify SITA with the date of publication within a reasonable time in advance.		
Agreement(s) superseded and replaced by this Service Agreement (if any)			
Master Services Agreement (if any)			

Service(s)SITA WorldTracer Core
SITA WorldTracer Core | WorldTracer Desktop Coordinator Training

SITA WorldTracer Core | WorldTracer Desktop Management Training
SITA WorldTracer Core | Management

Service Period Initial period: 36 months

Governing Law England and Wales

Place for Arbitration London, United Kingdom

Customer's Service co-ordinator (for convenient delivery of price increases and documentation such as Specifications, and other information exchanged in the running of the Service)

Airport(s)/ Site(s)

Relevant CPI

The Parties agree as follows:

1. This Service Agreement comprises these Particulars and the following documents which are either attached to this Service Agreement or are incorporated by reference to the specified link (at which the terms and conditions are set forth in full and are available to save and print) and in either case form an integral part of this Service Agreement:
 - A. General Terms and Conditions;
 - B. Service Schedules;
 - C. Pricing Schedule; and
 - D. any appendices, exhibits, links and/or attachments within any of the above unless otherwise specified.
2. In the event of conflict between the terms and conditions in the documents listed in paragraph 1 above, the document lower in the list shall prevail to the extent of the inconsistency.
3. A replacement Service Agreement, rather than an amendment agreement to vary this Service Agreement, may be required (at SITA's discretion) to effect any changes to the Service Agreement following its execution, including but not limited to Customer-requested additions to the Service(s) and any Service Period extension other than automatic renewal.

Signature of this Service Agreement by each party indicates agreement to the terms and conditions incorporated by reference.

Signed for and on behalf of **Customer**

Signed for and on behalf of **SITA**

by its duly

authorized

Signature

Signature

Name

Name

Title

Date

Signature

Name

Title

Date

Letisko M. R. Štefánika - Airport Bratislava, a. s. (LRS)
P. O. Box 160, 823 11 Bratislava 216

GENERAL TERMS AND CONDITIONS

Version 4 January 2021

1. Definitions and Interpretation

1.1 Definitions

The following words have these meanings in this Agreement:

Affiliate means, with respect to any person, any entity that directly or indirectly through one or more intermediaries Controls or is Controlled by such person or is under direct or indirect common Control with such person.

Agreement means the service agreement into which these terms are incorporated.

Charges means, in respect of a Service, the fees and charges to be paid by Customer for the provision of that Service, as set out in the Pricing Schedule or elsewhere in this Agreement.

Confidential Information means all information furnished or disclosed, in whatever form or medium, by the Discloser (or any of its Affiliates or Representatives) to the Recipient for the Agreement before, on or after the date of this Agreement relating to the business, technology or other affairs of the Discloser or any of its Affiliates. Confidential Information includes, without limitations, all of the trade secrets, trademarks, business plans, marketing plans, know-how, data, contracts, documents, business concepts, customer lists, customer data, costs, financial information, profits, billings, referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements of the Discloser and any of its Affiliates, all of which is deemed confidential and proprietary, but does not include any information which the Recipient can demonstrate:

- (a) was publicly available at the time of disclosure or later became publicly available through no act or omission of the Recipient; or
- (b) was already lawfully in its possession at the time of disclosure; or
- (c) was rightfully received by the Recipient from a third party without any obligation of confidentiality known to the Recipient; or
- (d) was independently developed by or for the Recipient without use of the Discloser's Confidential Information.

Control means, in respect of an entity, the ability (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors (or other governing body) of that entity, the voting rights of the majority of voting securities of the entity, or the management of the affairs of that entity.

Customer Data means the Confidential Information and Personal Data in data and files provided by or on Customer's behalf to SITA pursuant to this Agreement for the Service.

Data means information which: a) is being processed by means of equipment operating automatically in response to instructions given for that purpose; or b) is recorded with the intention that it should be processed by means of such equipment.

Discloser means the party disclosing Confidential Information.

Dispute means any dispute, controversy, difference or claim between the parties as to the construction of this Agreement, the rights or obligations of a party or any other matter arising out of or relating to this Agreement including any question regarding the existence, validity or termination of this Agreement (in whole or in part).

Effective Date means the effective date set out in the Particulars.

Force Majeure Event means an event which (a) is beyond the reasonable control of the affected party and which the affected party cannot prevent or overcome; and (b) prevents total or partial performance of the obligation(s) of the affected party; and does not arise through the fault or negligence of the affected party.

GDPR means the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation.

Generated Data means the data generated by the usage of Service in connection with transformation of data and files, and transmission of data, including public information in messages such as flight schedules, routes, price and flight features, and excluding the Customer Data (and for the avoidance of doubt excluding Personal Data).

Government Agency means any governmental, quasi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Insolvent means having an administrator appointed, being in receivership, in liquidation, in provisional liquidation, wound up, subject to any arrangement, assignment or composition, protected from creditors under any law, dissolved (other than to carry out a restructure while solvent) or being otherwise unable to pay debts when they fall due or anything with the same or similar effect in any jurisdiction.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Particulars means the particulars section at the start of this Agreement.

Personal Data means any data defined as such in the applicable Privacy Laws.

Privacy Laws means legislation, rules and regulations relating to data protection, personal information and privacy in any and all jurisdictions in or from which SITA provides the Service or any part or parts thereof.

Pricing Schedule means the schedule with that title attached to this Agreement.

Recipient means the party receiving Confidential Information.

Representative means an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venture or sub-contractor, or any similar role or position.

Service means a service provided pursuant to this Agreement as detailed in any Service Schedule, which may also include the provision of any equipment and/or software.

Service Period means, in respect of a Service, the period during which SITA will supply that Service to Customer, as specified in the relevant Service Schedule.

Service Schedule means, in respect of a Service, the schedule with that title incorporated into this Agreement that sets out the particular description of that Service.

SITA means the member or, if relevant, each member of the SITA Group entering into this Agreement.

SITA Data means data supplied by SITA to Customer in relation to the Service excluding the Customer Data.

SITA Group means SITA SC, SITA NV and each of their Affiliates.

SITA NV means SITA N.V., registration number 34123203, having its registered office at ILSY-plantsoen 1, 2497GA 's-Gravenhage, The Netherlands.

SITA SC means Société Internationale de Télécommunications Aéronautiques S.C., a Belgian cooperative society with limited liability, having its registered office at Avenue des Olympiades 2, B-1140 Evere, Belgium.

Term means the term of the Agreement as set out in clause 2.1.

- 1.2 Interpretation: Unless the contrary intention appears, a reference in this Agreement to: (variations or replacement) a document (including this Agreement) includes any variation or replacement of it; (singular includes plural) the singular includes the plural and vice versa; (person) the word person includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; (dollars) United States dollars, dollars, US\$ or \$ is a reference to the lawful currency of the United States of America; (calculation of time) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day; (meaning not limited) the words include, including, for example or such as when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; (reference to anything) anything (including any amount) is a reference to the whole and each part of it.

- 3 If an act under this Agreement to be done by a party on or by a given day is done after 5 30 pm on that day (based on the local time zone of the Customer's address indicated in this Agreement), it is taken to be done on the next day
- 1 4 Headings are for convenience only and do not affect the interpretation of this Agreement

2. Scope

- 2 1 This Agreement shall enter into force on the Effective Date and continue until terminated in accordance with its terms (**Term**)
- 2 2 SITA will provide the Service in consideration of Customer paying the Charges as specified in this Agreement
- 2 3 SITA will make each Service available to the Customer for the relevant Service Period in the manner described in the Service Schedule. In order to use the Service, dependencies may apply. If the Services require interconnection with Customer systems, **Customer will furnish, at Customer's sole expense, sufficient technical resources to enable the operation of the Service.**
- 2 4 Customer further agrees that it shall not provide access to the Service to any third party by any direct or indirect means, unless otherwise permitted in the Service Schedule
- 2 5 Customer acknowledges and agrees that SITA has no control over **Customer's use of the Service, including (where applicable) the content of data transmitted through it by Customer or third parties, and agrees that Customer is solely responsible for the content of any data or information which it sends or receives using the Service.** Without qualifying the previous sentence, Customer undertakes not to use the Service:
- 2.5.1 in a manner that, in the reasonable opinion of SITA, may adversely affect the efficiency, security or use of the Service by other SITA customers;
- 2.5.2 for an illegal purpose or in a manner that would cause SITA to be in breach of any law, local, national or international regulation;
- 2.5.3 to access any computer, network, or data of a person in any unauthorised manner, including attempting to:
- retrieve, alter or destroy data;
 - probe, scan or test the vulnerability of a system or network; or
 - breach or defeat any system or network security, authentication, authorisation, confidentiality, intrusion detection, monitoring, or other security measures;
- 2.5.4 to transmit, distribute, disseminate, publish, process or store any material that:
- violates any applicable law;
 - infringes another person's rights, including Intellectual Property Rights;
 - is defamatory, abusive, obscene, indecent, or harassing; or
 - contains software viruses, trojan horses or any computer code, files or programs, designed to corrupt, destroy, invade, gain unauthorised access to, corrupt, observe or modify without authorisation, data, software, computing or network devices, or telecommunications equipment.

3. Pricing

- 3 1 The Charges are as set out in the Pricing Schedule or elsewhere in the Agreement.
- 3 2 SITA may commence invoicing the Charges for the Service in accordance with the Service Schedule or Pricing Schedule.
- 3 3 SITA may issue invoices electronically and such invoices shall be fully valid without a stamp or signature.
- 3 4 Subject to 3 5. below, SITA will invoice the Charges for the Service on a monthly basis.
- 3 5 At SITA's option, invoices for Charges incurred which are less than \$500 per month will not be issued monthly; such invoices be issued when the accumulated invoice sum exceeds \$500, save that Charges may always be invoiced by SITA at the end of each calendar year.
- 3 6 The Charges shall be paid by the Customer within 30 days of receipt of the invoice.
- 3 7 Unless otherwise specified in this Agreement, Charges are expressed in United States dollars (US\$). Customer must pay the Charges in the currency in which they are expressed in this Agreement, unless it is precluded to do so by law.
- 3 8 The Charges do not include any Taxes, including any Goods and Services Tax (GST) of any country, and Customer must pay all Taxes

arising in respect of the Services and Charges under this Agreement (excluding taxes on SITA's income). In respect of withholding tax Customer agrees to pay such additional amounts as may be necessary such that SITA receives the amount that it would have received had no withholding tax been imposed. "Taxes" means all taxes such as sales taxes, value added taxes, income tax, levies, imposts, charges and duties (including export, import, stamp and transactional duties), whether payable by withholding or otherwise, together with any interest, penalties, fines and expenses in connection with them, except if imposed on the net profit of a party.

- 3 9 If Customer does not pay any amount due to SITA under this Agreement to the extent permitted by the applicable law, SITA may charge an interest (calculated on a daily basis and chargeable on a monthly basis) on such amount from the first day that it became overdue to the date that it is received by SITA, at the rate of the interest rate of the central bank of the country of incorporation of the Customer plus 3%, or the highest rate allowed by law (whichever is the lower), multiplied by 1.5 coefficient.
- 3 10 Customer may only make a claim that the Charges or any other amounts on an invoice for a Service are incorrect within six (6) months from the date of issue of the relevant SITA invoice.
- 3 11 Customer may not set off against any amount due for payment by Customer to SITA any amount owed by SITA to Customer, unless otherwise agreed in writing between SITA and Customer.

4. Confidentiality

- 4 1 The Recipient will use Discloser's Confidential Information only for the Agreement, and will make no use of the Discloser's Confidential Information, in whole or in part, for any other purposes.
- 4 2 The Recipient may not disclose Discloser's Confidential Information to any person except:
- to its Representatives, Affiliates or Representatives of its Affiliates, who have a legitimate need to know such information, or
 - with the consent of the Discloser (which may be given or withheld in its absolute discretion); or
 - if the Recipient is required to do so by law (namely with regards to Customer's obligation to publish this Agreement in the Central Registry of Contract of the Slovak Republic (www.crz.gov.sk)) in which regard Customer is allowed to publish this Agreement only to the extent it is mandatory by law and Customer commits to ensure confidentiality of parts of this Agreements which publication on the registry is not mandatory) or by a stock exchange; or
 - if the Recipient is required to do so in connection with legal proceedings relating to this Agreement.
- 4 3 A Recipient disclosing Confidential Information to persons under clause 4 2 1 must advise such persons of this Agreement and direct them to treat Discloser's Confidential Information in accordance with the terms of this Agreement.
- 4 4 A Recipient disclosing Confidential Information in accordance with clause 4 2 3 must:
- give the Discloser prompt written notice of such required disclosure in order to afford the Discloser an opportunity to seek a protective order or other legal remedy to prevent the disclosure;
 - reasonably cooperate with the Discloser's efforts to secure such a protective order or other legal remedy to prevent the disclosure; and
 - use reasonable efforts to resist disclosure until an appropriate protective order or other legal remedy to prevent the disclosure is obtained.
- 4 5 If, in the absence of a protective order or other legal remedy referred to in clause 4 4, the Recipient is legally required to disclose Discloser's Confidential Information, the Recipient may disclose such information without liability hereunder, provided that the disclosure is limited to only the Confidential Information specifically required to be disclosed.
- 4 6 Upon written request, to the extent consistent with law or professional obligation, the Recipient will return to the Discloser or destroy all Confidential Information in any form and promptly destroy any and all material or information derived from the Confidential Information, including any copies, except that one copy of the same may be retained for archival, professional and evidence purposes only.
- 4 7 A party may not make press or other announcements or releases relating to this Agreement, the Agreement or any other subject matter of this Agreement without the approval of the other party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the party by law or by a stock exchange.

- 4.8 Except otherwise agreed or duly required by law or any regulatory authority, no party will disclose the terms of this Agreement to any person other than its and its Affiliates' Representatives (on a need to know basis)
- 4.9 The parties acknowledge and agree that the technical and other access information and details (including user identification details) in relation to the Service are SITA's Confidential Information.
- 5. Privacy and Data Security**
- 5.1 If Customer or its Affiliates have provided to SITA any Personal Data to enable SITA to provide a Service, SITA will
- 5.1.1 use and/or hold such Personal Data for the purposes and in the manner directed by Customer and shall not otherwise modify, amend or alter the contents of such Personal Data,
- 5.1.2 not disclose or permit the disclosure of such Personal Data to any third party unless specifically authorised in writing by Customer;
- 5.1.3 return to Customer or delete (if so requested by Customer) such Personal Data when requested by Customer or on termination or expiry of this Agreement (whichever occurs first)
- 5.2 Customer will ensure that any Personal Data provided to SITA as referred to in clause 5.1 immediately above shall have been lawfully obtained and is limited to such Personal Data as is strictly necessary for the purposes of the Services.
- 5.3 Where SITA is unable to perform an obligation under this Agreement without breaching the Privacy Laws, SITA will notify Customer, but will not be obliged to perform such obligation for as long as performance will breach the Privacy Laws.
- 5.4 Where SITA is unable to perform an obligation under this Agreement without breaching the Privacy Laws, SITA will notify Customer, but will not be obliged to perform such obligation for as long as performance will breach the Privacy Laws.
- 5.5 For the purposes of data security, SITA will:
- 5.5.1. take appropriate technical and organisational measures to protect all data handled by it as a consequence of the Services against accidental or unlawful destruction or accidental loss, alterations, and unauthorised disclosure or access; and
- 5.5.2. use reasonable commercial endeavours to protect data from virus infection or third party intervention.
- 5.6. In addition to the above obligations in this clause 5, the parties agree that in the event of any processing in connection with the Services by SITA of Customer Personal Data that is governed by the GDPR, that:
- 5.6.1 SITA as a processor agrees and Customer as a controller instructs SITA, for the duration of the Services, to process such Personal Data pursuant to the obligations of data processors stipulated by Article 28 of the GDPR, as if those obligations were set out in writing herein in full;
- 5.6.2. SITA shall comply with clause 5.5 in relation to the security of such Personal Data.
- 5.6.3. The subject matter, nature and purpose of the processing is processing of Personal Data required for the provision of the Services, the data subjects are (1) airline passengers, travelers, and individuals booking tickets, and their personal data to be processed includes name, dob, nationality, passport details, financial details, email address, and airline ticket and baggage data; and (2) Customer staff and their personal data to be processed is that necessary for Customer to utilise the Services including staff names, and contact details.
- 5.6.4 Customer agrees SITA may disclose Personal Data to any third party to which SITA is permitted to sub-contract any element of the Services in accordance with clause 13.3 (a Sub-processor) to the extent such disclosure is necessary for such third party's provision of that element of the Services and provided that:
- (a) SITA will have a written agreement in place with that Sub-processor which imposes obligations on the Sub-processor no less onerous than those set out in this clause 5.6.
- (b) SITA will remain liable for the performance of such obligations by such third party
- 5.6.5. Customer shall ensure that it will comply with its obligations under the GDPR in relation to its collection, processing and provision of Personal Data to SITA in connection with this Agreement, and that nothing required under the GDPR to be done by Customer as a controller prevents SITA from (and Customer consents to SITA) processing the Personal Data as necessary for the provision of the Services, and disclosing Personal Data to SITA's Sub-processors or Affiliates or third parties authorised by Customer to receive the data, in connection with the Services
- 5.7 The parties agree that in the event of any transfer by Customer or Affiliates of Personal Data to SITA or its Affiliates outside the EEA, which would be prohibited without the execution of the EU Standard Contractual Clauses ("EU Model Clauses" per Art. 26(2) of Directive 95/46/EC), then the EU Model Clauses as set out at this link apply to this Agreement and the parties agree that the signing of this Agreement constitutes deemed signature and incorporation of those EU Model Clauses (and the Appendices to same) as required: <https://www.sita.aero/gdpr/model-clauses-customers>
- 6. Intellectual Property**
- 6.1 Customer acknowledges and agrees that all Intellectual Property Rights in the Service and other materials provided by SITA to Customer pursuant to this Agreement are either licensed to, or are the property of SITA, and nothing contained herein shall be deemed to convey any title or ownership interest therein to Customer. Customer's only right with respect to such Intellectual Property Rights is the right to use such Intellectual Property Rights in relation to the Service provided hereunder.
- 6.2 SITA owns and retains all right, title and interest in and to any Intellectual Property Rights which have been independently developed and/or acquired prior to, or during the performance of, this Agreement or as a result of the performance of its obligations hereunder. SITA shall own and retain all right, title and interest in and to any Intellectual Property Rights which will be independently developed and/or acquired during further product development and service additions or adjustments based on learnings and Customer inputs provided, during the provision of the Service under this Agreement.
- 7. SITA Data and Generated Data**
- 7.1 Customer acknowledges and agrees that SITA owns all right, title and interest in and to the SITA Data and the Generated Data arising in any manner and form during provision of the Service and during the processing of Customer Data.
- 7.2. Subject to SITA's compliance with all applicable laws, Customer agrees that SITA shall be entitled to:
- 7.2.1 use, process, aggregate, compile, exploit, disclose, combine, create derivative works using the aggregated Generated Data; and/or
- 7.2.2 conduct data mining, data gathering or data extraction in relation to such Generated Data for any business or commercial purpose, including:
- (a) enhancement of the Service or other services,
- (b) combining such data with SITA's other customer's derived usage data for the purposes of SITA's reporting, which may consist of analytics, compilations of aggregated statistics about SITA's services, or industry trends, and which may be provided to customers, potential customers or the general public (but will in no case include Personal Data received by SITA); and/or
- (c) provision of Generated Data and/or new services to third parties
- 8. Representations and Warranties**
- 8.1 Each party warrants and represents to the other that:
- 8.1.1 it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement; and
- 8.1.2. all corporate and other action required to authorise the execution of this Agreement and its performance has been duly taken.
- 8.2 The Customer warrants that its procedures and the decision to appoint SITA to perform the Agreement as the supplier of the Service complies with all relevant laws regulations and any applicable guidelines
- 8.3 Exclusion of Implied Warranties. SITA makes no guarantees, warranties or representations whatsoever about adequacy or fitness for purpose of the Service or otherwise
- 8.4. The Customer represents and warrants that it has and will maintain all appropriate consents and will make all necessary disclosures to all owners of Personal Data, sensitive Personal Data, personally identifiable information and/or sensitive personal information in relation to the Customer Data

- 5 Despite anything in this Agreement to the contrary, SITA shall not be obliged to perform the Agreement if
- 8.5.1 Customer breaches one or more of its obligations specified herein or if Customer otherwise prevents or impedes the performance of the Agreement.
- 8.5.2 there is a legislative or regulatory change that, in SITA's opinion, could prevent or impede SITA's ability to perform the Agreement and/or provide the Service, or
- 8.5.3 the provision of the Service causes a breach or is likely to cause a breach of Privacy Laws
- 8.6 Customer will review any information and Data supplied by SITA to Customer as part of or as a result of the performance of Service. Customer agrees and acknowledges that it is solely responsible for checking and verifying any such information and Data in accordance with
- 8.6.1. Customer's own experience and independent knowledge,
- 8.6.2. Customer's internal security procedures and processes; and
- 8.6.3 good security practices
- 8.7 Where applicable, Customer agrees that SITA has no liability or responsibility regarding the use of messages delivered by the Service by the Customer or anyone else.
- 8.8 Customer is solely responsible and liable for:
- 8.8.1 anything done by Customer (or anyone else acting on Customer's behalf or with Customer's permission) in relation to the Service (including any equipment and/or software provided as part of the Service) or any Data;
- 8.8.2 the use of and reliance on the Service or any Data; and
- 8.8.3 decisions taken by, evaluations made by, or any acts or omissions of Customer (or anyone else acting on Customer's behalf or with Customer's permission) as a result of the provision of the Service or any Data.
- 8.9 Customer will not use the Service in violation of any applicable local, national, or international law or regulation.
- 8.10 The Customer must perform its own PCI DSS security review for all cardholder data environments controlled by the Customer in order to achieve PCI DSS compliance validation for its own end-to-end operations.
- 9. Limitation of Liability and Legal Terms**
- 9.1 NOTHING IN THIS AGREEMENT OPERATES TO LIMIT OR EXCLUDE A PARTY'S LIABILITY:
- 9.1.1. THAT CANNOT BE LIMITED OR EXCLUDED BY LAW,
- 9.1.2. FOR ITS UNLAWFUL OR FRAUDULENT ACTS OR OMISSIONS; OR
- 9.1.3. IN RESPECT OF THE INDEMNITY UNDER CLAUSE 10 OF THIS AGREEMENT
- 9.2 SITA'S TOTAL AGGREGATE LIABILITY IN RESPECT OF ALL OTHER CLAIMS, LOSSES OR DAMAGES, WHETHER ARISING FROM TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE AGGREGATE SUM PAID BY THE CUSTOMER TO SITA FOR THE SERVICE IN THE PRIOR 12 MONTH PERIOD.
- 9.3 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY:
- 9.3.1 LOSS OR CORRUPTION OF DATA;
- 9.3.2 LOSS OF ANTICIPATED BUSINESS OPPORTUNITIES, REVENUES, PROFITS OR SAVINGS;
- 9.3.3 DAMAGE TO GOODWILL OR REPUTATION; OR
- 9.3.4 INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE,
- ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW
- 10. Indemnities**
- 10.1 If during the provision of the Service a person alleges that the Customer's use of such Service in accordance with this Agreement is an infringement of that person's Intellectual Property Rights (such allegation, an "IP Claim"), Customer will without undue delay notify SITA in writing of such alleged IP Claim. Following such notification, SITA may (at SITA's option):
- 10.1.1 procure the right for Customer to continue using the Service (or the infringing part of it);
- 10.1.2 replace or modify that Service (or the infringing part of it) so that it becomes non-infringing; or
- 10.1.3 repay to Customer any Charges which Customer has paid to SITA under this Agreement in respect of the Service (or the infringing part of it) to which the IP Claim relates in the calendar year that the IP Claim arose and terminate the provision of the Service (or the infringing part of it)
- 10.2 If SITA's actions referred to in clause 10.1 are insufficient to prevent loss or damage occurring to Customer, SITA will indemnify Customer against any damages, costs and expenses (including legal expenses) finally awarded against Customer by a court or arbitral tribunal in respect of the IP Claim, provided that Customer:
- 10.2.1 makes no admission in relation to the IP Claim or any statement that is prejudicial to or otherwise impacts on the defence or settlement of the IP Claim,
- 10.2.2 authorises SITA to conduct the defence or any related settlement of the IP Claim on Customer's behalf (SITA will do so at its expense);
- 10.2.3 provides SITA with all assistance and information reasonably required by SITA to enable SITA to conduct the defence or settle the IP Claim; and
- 10.2.4 does all things reasonable to mitigate any damage and loss arising from the IP Claim
- 10.3 The indemnity in clause 10.1 will not apply where the IP Claim results from or relates to:
- 10.3.1 any modification, adaptation or development of a Service or any part thereof (including any supplied equipment or software) not made by or on behalf of SITA;
- 10.3.2 any combination or use of a Service or any part thereof (including any supplied equipment or software) with any item or in a manner not authorised by this Agreement or by SITA;
- 10.3.3 failure by Customer to use the latest version, or a replacement or modification of a Service (or the infringing part of it), which was offered by SITA;
- 10.3.4 any breach by Customer of its obligations under this Agreement;
- 10.3.5 actions taken by SITA at the specific request of Customer (for example complying with specifications provided by Customer); or
- 10.3.6 any third party-manufactured Equipment or third party proprietary or open source Software or software code, save that SITA will provide Customer with the benefit of any indemnity provided to SITA from a third party in relation to a third party-manufactured equipment and third party proprietary or open source software or software code.
- 10.4 The remedies set out in this clause 10 are Customer's sole and exclusive remedies with respect to IP Claims.
- 10.5 On an ongoing basis Customer indemnifies SITA and holds it harmless against any loss, expense, damage suffered or action, claim or demand by any third party arising from or in relation to:
- 10.5.1 anything which is the responsibility of Customer, including anything which Customer is responsible for or obliged pursuant to this Agreement;
- 10.5.2 a claim by any person, including a third party, that use by SITA of any Personal Data provided by Customer to SITA in accordance with this Agreement infringes the privacy of any person or breaches any Privacy Laws; or
- 10.5.3 a breach by Customer of any material representation or warranty given by it in this Agreement.
- 11. Termination & Suspension of Service**
- 11.1 Either party may immediately terminate this Agreement by notice to the other party, if the other party commits any material breach, non-observance or non-performance of a material obligations in this Agreement
- 11.2 SITA may limit, suspend or cancel a Service at any time with or without prior notice to Customer if, in SITA's sole opinion: there is an event of emergency; the supply or use of a Service is or will become unlawful; any permit or approval required for the Service to operate is or will be withdrawn; there is an actual or threatened claim against the Intellectual Property of the Service; or the provision of a Service is liable to cause or result in death or personal injury or damage to property
- 11.3. Without qualifying or limiting clause 11.2, SITA may limit or suspend the provision of a Service at any time on fourteen (14) days written notice to Customer if Customer:
- 11.3.1 fails to pay the Charges or any other amounts due to SITA under This Agreement for that Service when Due (except Where

- Customer has disputed them in good faith within the specified time period);
- 11.3.2. breaches any of its obligations under this Agreement, or
- 11.3.3. becomes Insolvent
- 11.4. Where provision of a Service has been limited or suspended by SITA due to circumstances referred to in clause 11.3 if such circumstances later cease to exist or are remedied by Customer, then:
- 11.4.1. may request SITA to commence re-supplying (or re-supplying in full) the relevant Service, and
- 11.4.2. agrees to pay re-activation and/or installation fees in relation to the commencement of the re-supply (or the re-supply in full) of the Service
- 11.5. Each party may terminate this Agreement, on thirty (30) days written notice to the other party, when the Service Periods of all Services have expired.
- 11.6. Upon conclusion or termination of the Agreement for any reason:
- 11.6.1. SITA shall provide reasonable migration assistance for a period of 30 days at no additional charge;
- 11.6.2. SITA shall destroy, delete or return (at SITA's option) any of the Customer's Confidential Information relating to the Service; and
- 11.6.3. Customer shall immediately cease all use of the Service and anything else provided by SITA pursuant to this Agreement together with any related documentation and materials (whether specified or not in this Agreement) and destroy, delete or return (at Customer's option) to SITA all such documentation and materials, including all materials and documentation provided with, generated by, or descriptive of the Service including all hardware, object code listings, source code listings, machine code translations, functional specifications, service specifications, user manual, screen dumps or reproductions, software printouts and any SITA Confidential Information relating to the Service.
- 11.7. The following clauses survive termination or expiry of this Agreement: clause 1 (Definitions), clause 4 (Confidentiality), clause 9 (Liability), clause 10 (Indemnities), this clause 11 (Termination), clause 13 (General) and clause 14 (Dispute Resolution), as well as any other clause, which by its nature is intended to survive such termination.
- 12. Notices**
- 12.1. Any notices or consents given by a party in connection with this Agreement must be made in writing and sent by courier to the other party's address for notices specified in this Agreement.
- 13. General**
- 13.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law in force in the place specified in the Particulars.
- 13.2. Export Laws**
- 13.2.1. Customer acknowledges and agrees that any equipment, the software and any technical data and information provided by SITA as part of a Service ("Materials") as well as a Service itself may be subject to export controls and embargo regulations under international laws, regulations and administrative rulings ("Export Laws"). In the exercise of its rights and the performance of its obligations under this Agreement, Customer agrees that it will comply with Export Laws; and will not export, transfer, divert, release or disclose any Materials to any country or territory prohibited by any Export Laws or to any national or resident of such country or territory (unless Customer has obtained the necessary approvals).
- 13.2.2. If an Export Law prevents or limits SITA's ability to provide a Service (as SITA, acting reasonably may in its sole discretion decide), then SITA will notify Customer. In this instance, Customer:
- (a) must immediately cease using the Service as of the date of SITA's notice; and
- (b) agrees that SITA may immediately terminate the relevant Service without penalty.
- 13.2.3. If the Export Law referred to in clause 13.2.1 is varied or replaced such that the limitations contained in that clause no longer apply, then Customer:
- (a) may request SITA to commence re-supplying the relevant Service under this Agreement; and
- (b) agrees to pay any re-activation and installation fees in relation to the commencement of the re-supply of the Service
- 13.3. SITA may at its own discretion subcontract all or part of the Service.
- 13.4. A party will not assign, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Despite the foregoing, SITA may novate or transfer this Agreement or assign its rights under this Agreement to a member of the SITA Group on notice to Customer. In this instance, Customer consents to such novation, transfer or assignment by SITA and agrees to execute all documents necessary to give effect to the assignment or novation by SITA referred to in the foregoing sentence.
- 13.5. Force Majeure**
- 13.5.1. If a party is unable to perform or is delayed in performing an obligation under this Agreement because of a Force Majeure Event, then that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this Agreement (including if applicable in respect of Service Levels).
- 13.5.2. If a Force Majeure Event occurs, the non-performing party must: promptly give the other party notice of the event and an estimate of the non-performance and delay; take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and resume compliance as soon as practicable after the event no longer affects the party.
- 13.5.3. Neither party will have the right to claim or receive damages for any delay or non-performance of obligations by the other party resulting from a Force Majeure Event. If a delay or failure to perform any party's obligations due to a Force Majeure Event exceeds 30 days, the party not affected by the Force Majeure Event may terminate this Agreement in whole or with respect to the affected Service only (as relevant) with notice to the other party.
- 13.5.4. The Parties acknowledge that the following events will constitute Force Majeure Events for the purposes of this Agreement, provided all other conditions contained in the definition of Force Majeure Event are also met: any failure of a party to lease or obtain services or equipment necessary to provide or receive the Service, including any local access lines, local access line equipment or other equipment; any failure or non-performance by a telecommunications operator or a third party service provider to Customer.
- 13.5.5. The parties acknowledge that the delay or withdrawal of any permit or approval that prevents or limits SITA's ability to provide a Service (or element of a Service) and/or Customer's ability to receive or use such Service (or element of a Service) will constitute a Force Majeure Event for the purposes of this Agreement, provided all other conditions contained in the definition of Force Majeure Event are also met.
- 13.6. If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, except if such severance alters the basic nature of this Agreement or is contrary to public policy.
- 13.7. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior understandings, arrangements and agreements between the parties in this respect.
- 13.8. This Agreement may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.
- 14. Dispute Resolution**
- 14.1. If a Dispute arises, then the parties will use all reasonable endeavours to settle the dispute as quickly as possible.
- 14.2. Unless a party has complied with clauses 14.3 to 14.5, that party may not commence court proceedings relating to the Dispute except where that party seeks urgent interim or interlocutory relief.
- 14.3. Any party claiming that a Dispute has arisen may give a written notice (Dispute Notice) to the other party. The Dispute Notice must:
- 14.3.1. identify the party's

representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of that Party, and

- 14.3.2 set out succinctly the issues the subject of the Dispute and, with relevant particulars, a description of the circumstances giving rise to the Dispute and the relief sought including, to the extent possible, the amount claimed
- 14.4 The recipient of the Dispute Notice must within 14 days of receipt of the Dispute Notice reply in writing to the other party ("**Reply**") The Reply must
 - 14.4.1. identify the recipient's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of the recipient, and
 - 14.4.2 set out succinctly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant

If the recipient of the Dispute Notice does not provide the above reply within fourteen (14) days, the party claiming that a Dispute has arisen may, at any time thereafter, refer the matter for resolution in accordance with Clause 14.6 below (i.e. the party claiming that a Dispute has arisen may commence court proceedings)

- 114.5 The representatives designated under clauses 14.3 and 14.4 will make whatever investigations each considers appropriate and, within 60 days of receipt of the Reply, use their reasonable endeavours to resolve the dispute on a "without prejudice" basis.
- 114.6 Court proceedings If the Dispute is not resolved within the period of time specified in clause 14.5, then the parties agree to refer and resolve the Dispute in front of competent courts of the place and subject to the governing law specified in the Particulars

End of General Terms and Conditions

Service Schedule for WorldTracer for Ground Handlers

Version 071220

1 Definitions

The following words have these meanings in this

Schedule: **API** means application protocol interface.

Bag Journey means the SITA baggage tracking service.

Baggage Information Messages means IATA passenger services conference manual recommended practice 1745 baggage information messages, including SITA's proprietary messages used and/or generated by the Service.

Coordinator means the customer representative who administers the application for their users and acts as the primary point of contact with SITA.

GDS Provider means a third-party global distribution systems provider which is party to a contract with Customer for provision of Customer Data by GDS Provider on behalf of Customer to SITA.

GUI means graphical user interface.

IATA means the International Air Transport Association.

IP Address means an Internet protocol address, a numerical label assigned to each cloud virtual or physical device participating in a computer network that uses the Internet protocol for communication.

OHD means bag on hand (unclaimed luggage inventoried in the Service).

Problem means an unknown underlying cause of one or more Incidents.

RAM means Random Access Memory

Service means the service described in paragraph 2 of this Schedule.

Service Module means a Service module, which can be provided to Customer at Customer's election (at extra cost, where applicable), as referred to in paragraph 2.2 of this Schedule.

SITA ATI Cloud refers to the network of SITA data centres deployed globally that host the physical and virtual infrastructure to deliver the Service.

Specification means, in respect of a Service Module, the current version, from time to time, of SITA's specification for such Service Module.

Super User means a Customer User who will carry out the obligations described in paragraph 4.3 of this Service Schedule.

URL means Uniform Resource Locator.

2 Service Description

2.1 Service Overview

WorldTracer (**Service**) allows airlines and ground handling agents operating at an airport to trace and manage lost and mishandled baggage using a single, shared database. The Service consists of a number of Service Modules to which Customer can subscribe. Customer can access this Service via the WorldTracerWeb or Desktop Service Module interface.

2.2 Service Modules

2.2.1 The Service Module version of the Service database is:

'Management for Handlers'

Allows for long-term information storage, information processing and generation of management reports with respect to delayed and mishandled baggage, including damaged and pilfered bags, designed for airlines and handling agents. There is a non-participant tracing option to this Service Module, which allows Customer to create five (5) day tracing files for airlines which they handle but which are not subscribed to the Service. Handlers can set up to 280 airlines that they handle per airport.

2.2.2 Customer can subscribe to one or more of the following Service Modules as interfaces to access the Service database. These interfaces allow Customer to authorise SITA to make the Customer Data available for editing by Customer's third-party Representatives, provided that such Representatives have their own WorldTracer subscription in order to access the Customer Data using their own credentials.

a) **'WorldTracer Desktop'**

- i) Allows web access to the Service over a Customer-provided secure internet connection and browser interface with the minimum specification set out in paragraph 4.2.2, with optional further functionality set out as chargeable options below. SITA will provide: a) a URL to access WorldTracer Desktop; and b) Customer user login credentials for accessing WorldTracer Desktop, and setting up additional users and accounts. This element of the WorldTracer Desktop module is included at no additional cost as part of the Tracing or Management subscription.
- ii) The following are chargeable options:

'Customer Branding':

- Allows the airline to display their colour-scheme and logo on screen.

'FlightSuggest':

- Provides a list of suitable flights & routes for re-flighting bags on both direct and connecting flights. Supports automatic printing of rush tags for the flight, and populates flight information into the file.
- If a Customer subscribes to FlightSuggest, the service will also be made available on WorldTracer Tablet (this is dependent on the Customer contracting for WorldTracer Tablet)

'Single Sign On':

- Allows access to the WorldTracer Desktop without having to enter a username or password by integrating with Customer's employee identity security provider. This reduces workload as WorldTracer administrators no longer need to set up baggage agent profiles and manage separate passwords.

'Unique Label and Help Customisation':

- Allows the ground handler to relabel fields and adapt Help sections to reflect the ground handler's business process.

- iii) For the following chargeable options, this note applies:

The Customer acknowledges that any of the following options are not yet available and that even if one or more services are selected it is not included in the Service until SITA makes it available for use. Charges apply from the date of notification by SITA to Customer that the option is available or from first Customer use, whichever is the earlier.

'DCS' or 'Reservation System Integration':

- Automatically pre-populates the WorldTracer Desktop fields with Customer's passenger, baggage and flight data that SITA receives from Customer's GDS Provider, provided always that Customer has: a) made such information available to GDS Provider; and b) authorised and enabled GDS Provider to make such information available to SITA electronically, for the purpose of the Customer's use of the Service.

'Bag Journey Data Pre-fill (for Customers who do not subscribe to Bag Journey separately):

- Pre-populate passenger, flight and baggage details from Bag Journey directly into the WorldTracer file (from those of SITA's Bag Journey customers which have consented to sharing such data via their baggage services contract and SITA's Bag Trust application and subject to data availability)

'Bag Journey History (for Customers who do not subscribe to Bag Journey separately):

- View bag journey history through Customer's WorldTracer bag tag searches and save this data to the history section of the Customer's associated WorldTracer bag file(s). This supports tracing, delay analysis and pro-ration.
- iv) WorldTracer Desktop does not include:
- a. any requisite connectivity for new members;
 - b. any desktop component, unit or operating system;
 - c. any peripherals or equipment and/or consumable items such as bag tags;
 - d. the provision of connectivity from the Customer Sites to the SITA ATI Cloud data centers; and/or
 - e. the installation and configuration of software components.

2.2.3 Customer can subscribe to one or more of the following Service Modules (some of the Service Modules may not be available as a stand-alone Service Modules):

- **'WorldTracer Tablet**

WorldTracer Tablet provides arrival baggage agents with a mobile lost luggage system in a tablet application designed for low bandwidth or intermittent bandwidth environments. By mobilizing staff from the Baggage office, airlines can provide an improved passenger experience while reducing costs of processing left behind luggage. This Service Module is available if Customer has a WorldTracer Management Service Module subscription.

- **'WorldTracer Web Services Interface' API**

Allows Customer access to a platform containing SITA's programming interface to the Service. Customer can use this interface to develop its own application interface to the Service.

2.2.4 A detailed description of each Service Module, including optional features, is contained in the Specification for such Service Module and will be provided to Customer by SITA following Customer's subscription to such Service Module.

2.2.5 All Baggage Information Messages will be shared with authorized users of Bag Journey involved in the specific bag journey in furtherance of IATA Resolution 753.

3 Service Particulars

- 3.1 The specific Service Modules, including any optional features of such Service Modules, selected by Customer for inclusion in the Service are set out in the Pricing Schedule.
- 3.2 Customer may by notice to SITA, in the form of Appendix 1, elect to contract for additional Service Modules (including any optional features of such Service Modules) listed in this Schedule, provided that SITA is then offering the Service as described in that Service Module.

4 Service Dependencies

- 4.1 In order to enable implementation and/or use of this Service, Customer shall:
 - 4.1.1 facilitate connection of the Service, if applicable, to its own computer systems and evaluation of such specific difficulties as may arise; and

- 4.1.2 where provision of the Service requires Customer to create or contribute to a database in the SITA system, load into and maintain current and accurate in the database all information as required;
- 4.1.3 for the Tracing Service Module, promptly create OHD files and close each OHD file when baggage described in it is matched by the Service and disposition is noted; and
- 4.1.4 for the interface(s) specified in paragraph 2.2.2, ensure it has the requisite consents to allow SITA to provide its third-party Representatives with access to the Customer Data.
- 4.2 In order to access the Service, Customer will provide:
- 4.2.1 access to the public internet, including any necessary support and security; and
- 4.2.2 workstations for using WorldTracer Desktop with the following specifications

Component Requirement	Recommended:	Minimal:
Processor	Dual Core 2.6GHz or higher	Single Core 2.6GHz
Memory (RAM)	3 GB or higher	1 GB with 1Ghz
Hard-drive (Disk Space)		Capacity 700 MB+ for program data
Network bandwidth	1 MB+ download and upload	256Kbps+ download and 56Kbps+ upload
Screen resolution support	1440 x 900 pixels (16:10) or 1680 x 1050 pixels (16:10)	800 x 600 pixels or 1024 x 768 pixels
Browser support:	Latest version of: Chrome Mozilla Firefox Internet Explorer	Chrome Mozilla Firefox v50 & above Internet Explorer v11,
Browser Setting		JavaScript must be activated
OS requirement:	Windows 10 and above	Windows / Mac / Linux (as long as Service application has the supported HTML5 compatible browser)

- 4.3 In order to help administer the Service, Customer should nominate up to **3 Coordinators** who will:
- 4.3.1 Use the Application as an administrator, defining and maintaining the system configuration settings for the Customer.
- 4.3.2 administer the role permissions and login credentials of the application for the various departments/users at the Customer organization;
- 4.3.3 train Customer users as how to use the Application;
- 4.3.4 provide the URL of the Service on the web browser of the Customer Users;
- 4.3.5 report incidents with the Service(s) to SITA for service and support;
- 4.3.6 act as single point of contact for customer & SITA communications;
- 4.3.7 receive notifications from SITA for system maintenance and application releases. Notify their users and support staff of application changes and any planned system outage; and
- 4.3.8 participate in customer review and approval of submitted product improvements (i.e., agenda items).

5 Service Conditions

5.1 Service Period

5.1.1 The Service Period of the Service begins on the Effective Date of the Service Agreement, runs for the initial period set out in the Particulars and continues thereafter for successive auto-renewal periods of the duration set out in the Particulars, unless either party gives written notice to the other (of at least the notice period for non-renewal set out in the Particulars) prior to expiry of the initial period or then-current auto-renewal period that it does not wish to continue the Service Period.

5.2 Initial Training

5.2.1 Any initial training to be provided by SITA to Customer shall take place at a SITA-designated training centre.

5.2.2 If requested by Customer, SITA may agree to provide initial training at any other premises, at the rates indicated in the Pricing Schedule, or if nothing is indicated therein, at SITA's then current rates. Unless anything else is specified in the Pricing Schedule, Customer will also pay for the reasonable travel, subsistence and other expenses of SITA's trainers related to the provision of such initial training.

5.3 General Customer Obligations

5.3.1 Customer will:

- (a) ensure that any content or software hosted through the Service is owned by, licensed to or otherwise lawfully obtained by Customer and does not violate the law, nor infringes or misappropriates the rights of any person;
- (b) provide, on request, information, documents or other materials to verify its compliance with its obligations with regards to the use of the Service contained in this Schedule and the Service Agreement;
- (c) remove any Customer content or software hosted through the Service and terminate any other use made of the Service, in breach of this Schedule or any term of the Service Agreement;
- (d) cooperate to identify the source of any Problem with the Service, which is reasonably believed to be attributable to the hosting of any Customer content or software or any other use of the Service made by Customer;
- (e) communicate any substantial change in its capacity requirements for the Service; and
- (f) at the termination of the Service, relinquish use of the public IP Addresses and server names assigned to Customer in conjunction with the Service, including directing the Customer's Domain Name Service away from the Service;

5.3.2 In case of Customer breaching its obligations under paragraph 5.3.1 of this Schedule, the Service may be suspended or terminated with or without notice and Customer content or software removed; and

5.3.3 Customer is responsible for implementing a back-up solution for all Customer Data.

5.4 Data Privacy and Confidentiality

The Service is provided by SITA acting as a data processor for the purposes of any applicable Privacy Laws. Notwithstanding anything to the contrary in the Service Agreement, Customer authorises SITA to make the Customer Data available for viewing by SITA's other WorldTracer subscribers for the purpose of tracing and managing lost and mishandled baggage.

5.5 Use of Service by handling agents

When a handling agent is Customer and using the Service as an agent for an airline, the Customer agrees that it will ensure that such airlines are advised (and are kept advised) in relation to all instances and locations of data storage for output data from the Service, regarding each airline's data. This applies for every file assigned to the ground handler Customer by the airline. For the avoidance of doubt, SITA shall

have no responsibility or liability for data handling, transfer and storage arrangements (including security) in relation to Service data controlled by an airline or the Customer that is sent to a handling agent (as Customer) at an airline's direction, or under an agent authority.

5.6 Disclaimer of Warranty

There is no warranty that the Service, used either alone or in conjunction with other security services, will provide a completely adequate platform to fully protect the Customer's infrastructure or data.

5.7 Modification of Service

5.7.1 The parties acknowledge that from time to time during the term of this Agreement it may be desirable to modify the Specifications or to change the Service or both. The parties shall use the forum and terms of reference of the user group set up in respect of the Service, in proposing and effecting such changes. No such modification or change shall be implemented unless the investments and operational costs occasioned thereby, are covered by additional guaranteed revenues.

5.7.2 SITA may at any time and without prior notice to Customer make any modification to the Specifications which do not adversely affect the performance or cost of the Service to Customer.

5.8 Operational improvement and security

SITA and the Customer agree that all data received by SITA from (or on behalf of) Customer may be anonymized and aggregated by SITA for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Agreement, and SITA shall at all times comply with its obligations under the Agreement and under all applicable laws and follow best practices for research.

5.9 Unauthorised Use and Re-supply

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by SITA. Under no circumstances shall Customer use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

5.10 End-of Life (EOL) Policy

The SITA Managed Services EOL Policy applies to the Service. This policy is available at the following link (where it is set forth in full and is available to save and print) and is incorporated into the Service Schedule by reference: <https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf>.

5.11 Charges

5.11.1 SITA may commence invoicing subscription fees for the Service from the earlier to occur of:

- (a) the actual date when SITA made the Service available for use by Customer; and
- (b) expiry of ninety (90) days from the commencement of the Service Period.

5.11.2 Any communications charges, including connection and transmission charges, related to the use by Customer of the SITA Network, shall be invoiced separately in accordance with SITA's then applicable charges for the said services.

5.11.3 SITA reserves the right to increase or decrease the charges for the Service from time to time in order to reflect changes in the operating costs relating to, and revenues collected from, the Service. SITA shall notify Customer of such changes. Any increase in the charges made pursuant to this paragraph shall not exceed the proportionate increase as specified in paragraph 5.16.

5.11.4 If the Service is cancelled or terminated by SITA for a reason attributable to Customer, prior to the scheduled expiry of the Service Period, SITA shall be entitled to charge a Termination Charge as per paragraph 5.15.

- 5.11.5 Customer shall not misuse the Service by extracting data that enables it to trace or match passenger or baggage files (or attempt to do so) outside of the WorldTracer Service in a way that is designed to avoid or evade the payment of Charges for use of the Service.

5.12 Use of Service

Customer must not use, or permit any person to use, this Service in any way not expressly permitted by this Service Agreement or the relevant third party software provider's licence terms. Without limiting the generality of the foregoing, unless expressly permitted by this Service Agreement or the relevant third party software provider's licence terms, Customer will not:

- 5.12.1 allow any third party to use this Service (including through outsourcing), unless agreed in advance by SITA (or the relevant third party software provider);
- 5.12.2 use the Software on behalf of, or for the benefit of, another person (including not using this Service to provide any form of outsourcing, application service provider service, bureau-type service or an equivalent service);
- 5.12.3 in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

5.13 Indemnity

Customer agrees to indemnify and hold SITA, its employees, directors, officers and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages and expenses of any nature whatsoever (including, without limitation, the cost of investigating and defending any law suit or other legal proceeding and any attorney's fees and expenses incurred in connection therewith) claimed from or asserted against SITA by any person or persons as a result of or in connection with any: i) claim, demand, action or proceedings made against SITA; ii) loss or damage to property; or iii) any illness, disability, mental anguish or bodily injury, including death, of any person whomsoever, in each case consequent upon or arising from or out of:

- 5.13.1 The performance, non-performance or partial or imperfect performance of the Service or any other obligation hereunder by SITA, its employees, agents or suppliers, or
- 5.13.2 The use by Customer of the Service.

5.14 Customer Equipment

There are no provisions imposing any certification requirements or restrictions on the equipment which can be used by the Customer to access or use the Service (or any related Software) will apply to this Service.

5.15 Early Termination

Customer may request the termination of the Service (in whole or as to specific Service Module(s) only) before the scheduled expiry of the Service Period, however, in such cases SITA will be entitled to invoice within thirty (30) days of the effective date of such termination the remaining subscription fees until the scheduled expiry of the Service Period (**Termination Charge**).

5.16 Inflation Correction of Charges

With effect from the first anniversary of the date of commencement of the Service, and with one-month's prior written notice to Customer, SITA may increase the Charges relating to the Service once in each period of twelve (12) months in line with the percentage increase in the Relevant CPI. The Relevant CPI for the Service shall be the Consumer Price Index – All Urban Consumers in Atlanta, Georgia, United States of America, as published by the Bureau of Labour Statistics of the United States.

5.17 Suspension or Termination

In addition to its other rights and remedies, SITA may limit, suspend or cancel a Service at any time with or without prior notice to Customer if SITA considers the Customer to be in breach of its obligations in paragraph 5.11.5.

5.18 DISCLAIMER

EXCEPT THE EXTENT NOT PERMITTED AT LAW, SITA IS NOT RESPONSIBLE OR LIABLE FOR: I) ANY ERRORS MADE BY SUPER USERS; II) THE INTEGRATION OF THE SERVICE WITH ANY CUSTOMER SYSTEMS; AND III) ANY SERVICES FAILURES, DELAYS OR LOSS TO CUSTOMER CAUSED BY CUSTOMER'S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) WITH THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 4 (SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE OBLIGATIONS OF CUSTOMER WITHIN THE SERVICE CONDITIONS SET OUT IN THIS PARAGRAPH 5 SERVICE CONDITIONS) OF THIS SCHEDULE.

End of Schedule

Appendix 1 – Form of Notice of election of additional WorldTracer Service Modules (for future upgrades)

See next page.

Customer Name:

Customer Address:

To:

SITA

26 Chemin de Joinville

1216 Cointrin

Switzerland

Dear Sirs,

WORLDTRACER SERVICE – NOTICE OF ELECTION OF ADDITIONAL SERVICE MODULES

With reference to a service agreement effective as of _____ (Service Agreement) and made between SITA and _____ (Customer) relating to the WorldTracer service, Customer wishes to subscribe to additional Service Modules (including any optional features of such Service Modules), as indicated below.

This request shall constitute an addendum to the Service Agreement and shall be governed by the terms and conditions of the Service Agreement. Notwithstanding the preceding sentence, Customer acknowledges that SITA will charge Customer at its current pricing rates for the additional Service Modules subscribed.

Service Module	Option (if applicable)
<i>(tick as many boxes as applicable, by double-clicking on them)</i>	
<input type="checkbox"/> WorldTracer Desktop (all basic functionality, included in the subscription)	
<input type="checkbox"/> Management for Handlers	
	<input type="checkbox"/> Non-participant tracing
<input type="checkbox"/> WorldTracer Desktop Options <i>(specify the premium module(s) selected by Customer):</i>	
	<input type="checkbox"/> Branding
	<input type="checkbox"/> FlightSuggest
	<input type="checkbox"/> Single Sign On
	<input type="checkbox"/> Unique Label and Help Customisation
	<input type="checkbox"/> DCS or Reservation System Integration
	<input type="checkbox"/> Bag Journey Data Pre-fill <i>(for Customers who do not subscribe to Bag Journey separately)</i>



- Bag Journey History (for Customers who do not subscribe to Bag Journey separately)
- WorldTracer Desktop Training (mandatory for at least one Coordinator)
- WorldTracer Desktop Management Training
- WorldTracer Desktop Coordinator Training
- WorldTracer Web Services Interface API

WorldTracer Tablet Service Module

(tick as many boxes as applicable, by double-clicking on them)

- Silver
- Gold (If Gold, no need to select Silver)

Application Delivery by (one of the options below needs to be selected):

- App Delivery by SITA
- Self-Delivery

Sincerely,

For and on behalf of Customer

(Signature)

(Date)

(Print Name)

(Title)



Appendix 2 – Customer's Service Coordinator and Billing Address

See next page

Customer Name:

Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS)

Customer Address:

Letisko M. R. Štefánika

823 11 Bratislava

Slovakia

To:

SITA

26 Chemin de Joinville

1216 Cointrin

Switzerland

Dear Sirs,

WORLDTRACER SERVICE

1 Customer's Service Coordinator

Contact 1 (required)	
Name	
Street Address	
Phone Number	
Email Address	
Fax No.	
Teletype Address	
Role	
Name	
Street Address	
Phone Number	
Email Address	
Fax No.	
Teletype Address	
Role	
Contact 3 (optional)	
Name	

Street Address	
Phone Number	
Email Address	
Fax No.	
Teletype Address	
Role	

2 Customer's billing address

Attention (name)	Letisko M. R. Štefánika - Airport Bratislava, a.s. /BTS/
Street Address	
Fax No.	
Phone Number	
Email Address	

WorldTracer Pricing Schedule for Ground Handlers

Version 050720

1 Definitions

1.1 Capitalised terms used in this Schedule and not specifically defined in this Schedule, shall have the same meanings as may be ascribed to them in the Terms and Conditions or the relevant Service Schedule(s).

1.2 The following words have these meanings in this Schedule:

Transaction means, in respect of a Service, any type of query to the relevant SITA System made by, or on behalf of, Customer, being an instance of use of an individual record or field, or a set of records or fields, on such System.

2 Service Charges

2.1 The Service Modules included in the Service are set out in Appendix 1

2.2 WorldTracer Desktop

Item	Fee
Implementation Fee (new customer)	\$3,000.00
Monthly Base Fee	\$0.00

2.2.1 WorldTracer Management for Handlers

Item	Fee
MONTHLY BASE FEE	\$786.00
CHARGEABLE TRANSACTIONS Per month	Per count
AHL/P - Mishandled Bag file for non-participant airline	\$0.384
AHL - Delayed Bag (Mishandled Bag file) A Transaction which creates a file containing information on a passenger and that passenger's mishandled baggage. In the case of handling other airlines, the fee is charged to the Customer for each file created for airlines that are members of the WorldTracer Tracing Service Module only. Files created for airlines that are also Management Module members are charged to the handled member airline.	
File count 1-1500	\$1.572
1501-3000	\$1.260
3001-5000	\$0.943
5001+	\$0.471

CHARGEABLE TRANSACTIONS Per month Management for Handlers	Per count
QAH (Quick Create Delayed Bag)	\$0.137
SMS (Short Message or text sent to passenger)	
Message count 1-150	\$0.256
151-300	\$0.213
301-500	\$0.180
501+	\$0.147
SEA (Email status message sent to passenger)	
Message count 1-1500	\$0.022
1501-3000	\$0.015
3001-5000	\$0.010
5001+	\$0.005
TNT (Tag Number Trace) A Transaction which begins a preliminary search for lost baggage using the baggage tag number only.	\$0.137
RAF/ALL (Trace all Delayed Bag file, open or closed) A Transaction which produces a list of all AHL files by Color Type at all USER's stations.	\$0.137
RAF/CC (Trace Delayed Bag file with Contents list)	\$0.636
RAF/CC MS ALL (Trace all Delayed Bag file by Contents list, Missing Station)	\$0.636
RAF/PN (Trace Delayed Bag by Phone number)	\$0.137
RAF/EA (List of Delayed Bag file by Email address)	\$0.137
ROF (Trace OnHand Bag File) A Transaction which provides a list of On-Hand Bag Files according to specified criteria.	\$0.137
ROF/ALL (Trace all OnHand Bag file, open or closed)	\$0.137
ROF/CC (Trace OnHand Bag file by Contents list)	\$0.636
ROF/CC MS ALL (Trace all OnHand Bag file by Contents list, Missing Station)	\$0.636
RFW (Trace list of Forward Bags) A Transaction which produces a list of all Forward Files.	\$0.137

2.2.2. Optional Services

Option	Fees
FlightSuggest	
Implementation & Delivery	\$0.00
Monthly Recurring Charge	\$800.00
Branding	
Implementation & Delivery	\$0.00
Monthly Recurring Charge	\$600.00
Single Sign On Integration	
Implementation & Delivery	\$0.00
Monthly Recurring Charge	\$900.00
Custom Labels and Help Customisation	
Implementation & Delivery	\$0.00
Monthly Recurring Charge	\$2,000.00
DCS or Reservation System Integration	
Implementation & Delivery	\$1,500.00
Monthly Recurring Charge	\$2,500.00
Chargeable Transactions	Per count
Bag Journey Integration	
Bag Journey Data Pre-fill (for non-Bag Journey customers)	\$0.30
Bag Journey Bag History (for non-Bag Journey customers)	\$1.00

2.3 WorldTracer Desktop Training

Item	Fee
WorldTracer Desktop Management Training (Per Student)	\$1300.00
WorldTracer Desktop Coordinator Training (Per Student)	\$1300.00

2.4 WorldTracer Web Services API

Interface with WorldTracer via Web Services Platform (incl development licence)

Item	Fee
Implementation & Delivery	\$0.00
Monthly Base Fee per Certificate	\$27.00
Monthly Maintenance Fee	\$804.00
Web Transactions count per month	Per count
1-15,000	\$0.032
15,001-30,000	\$0.027
30,001-50,000	\$0.022
50,001-100,000	\$0.015
100,001-300,000	\$0.010
300,001-500,000	\$0.008
500,001-1,000,000	\$0.006
1,000,001-2,000,000	\$0.004
2,000,001-5,000,000	\$0.003
5,000,001+	\$0.002

2.6 New Functionality

Charges that apply for each new feature of a Service Module shall be notified to the Customer when the new functionality becomes available. Customer shall send notice to SITA should Customer elect to receive the new functionality.

2.7 Training

2.7.1 Initial Training at SITA site

Any initial instructor-led training agreed to be provided by SITA to Customer shall take place at a SITA-designated training centre.

2.7.2 Initial Training at Customer's site

Initial training at Customer's site is subject to SITA's agreement and will bear an additional cost of \$US 1300 per student per class (minimum 6 students) in addition to the trainer's travel, accommodation and subsistence expenses.

2.7.3 Charge for Additional Training Requested by Customer

SITA shall invoice and Customer shall pay to SITA the charges for additional training (other than the initial training specified in the Training Schedule) requested by Customer shown in the following table:

Additional Training Charges

Item	Currency: USD
WorldTracer Service	SITA's current rates at the time of request

3 Change in Charges

- 3.1 SITA may, from time to time, revise the charges in accordance with the Service Schedule(s).

4 Billing Terms & Taxes

- 4.1 SITA may commence invoicing the Charges for the Service in accordance with the Service Schedule(s).
- 4.2 SITA may issue invoices electronically and such invoices shall be fully valid without a stamp or signature.
- 4.3 Subject to 4.4. below, SITA will invoice the Charges for the Service on a monthly basis.
- 4.4 At SITA's option, invoices for Charges incurred which are less than \$500 per month will not be issued monthly; such invoices be issued when the accumulated invoice sum exceeds \$500, save that Charges may always be invoiced by SITA at the end of each calendar year.
- 4.5 The Charges shall be paid by the Customer within 30 days of receipt of the invoice.
- 4.6 Unless otherwise specified in this Agreement, Charges are expressed in United States dollars (US\$). Customer must pay the Charges in the currency in which they are expressed in this Agreement, unless it is precluded to do so by law.
- 4.7 The Charges do not include any Taxes, including any Goods and Services Tax (GST) of any country, and Customer must pay all Taxes arising in respect of the Services and Charges under this Agreement (excluding taxes on SITA's income). In respect of withholding tax Customer agrees to pay such additional amounts as may be necessary, such that SITA receives the amount that it would have received had no withholding tax been imposed. "Taxes" means all taxes such as sales taxes, value added taxes, income tax, levies, imposts, charges and duties (including export, import, stamp and transactional duties), whether payable by withholding or otherwise, together with any interest, penalties, fines and expenses in connection with them, except if imposed on the net profit of a party.
- 4.8 If Customer does not pay any amount due to SITA under this Agreement, to the extent permitted by the applicable law, SITA may charge an interest (calculated on a daily basis and chargeable on a monthly basis) on such amount from the first day that it became overdue to the date that it is received by SITA, at the rate of the interest rate of the central bank of the country of incorporation of the Customer, plus 3%, or the highest rate allowed by law (whichever is the lower), multiplied by 1.5 coefficient.
- 4.9 Customer may only make a claim that the Charges or any other amounts on an invoice for a Service are incorrect within six (6) months from the date of issue of the relevant SITA invoice.
- 4.10 Customer may not set off against any amount due for payment by Customer to SITA any amount owed by SITA to Customer, unless otherwise agreed in writing between SITA and Customer.

Appendix 1 - Service Modules

1 Service Modules to be delivered to Customer

Service Module Option (if applicable)
 A Service Module or Option is selected by a cross appearing in the corresponding box.

- WorldTracer Desktop (all basic functionality, included in the subscription)
- Management for Handlers
 - Non-participant tracing

WorldTracer Desktop Options (specify the premium module(s) selected by Customer):

- Branding
- FlightSuggest
- Single Sign On
- Unique Label and Help Customisation
- DCS or Reservation System Integration
- Bag Journey Data Pre-fill (for Customers who do not subscribe to Bag Journey separately)
- Bag Journey History (for Customers who do not subscribe to Bag Journey separately)

- WorldTracer Desktop Training (mandatory for at least one Coordinator)
 - WorldTracer Desktop Management Training
 - WorldTracer Desktop Coordinator Training

WorldTracer Web Services Interface API

WorldTracer Tablet Service Module

(tick as many boxes as applicable, by double-clicking on them)

Small User License (up to 5 devices at one airport)

- Silver OR Gold

Large User License (up to 30 devices at multiple airports)

- Silver OR Gold

Options

- FlightSuggest

Airport Users (Specify airlines or ground handlers that will be using the service)

- XX
- XX

CONFIDE.

bits:mero

Los Angeles
P. 606 100 400 11 800 000 015

<input type="checkbox"/>	XX
<input type="checkbox"/>	XX

End of Schedule

