

HARDWARE SUPPLY AGREEMENT

AMADEUS IT GROUP S.A.

AND

**LETISKO M. R. ŠTEFÁNKA –
AIRPORT BRATISLAVA, A. S.
(BTS)**



THIS HARDWARE SUPPLY AGREEMENT is made on 21 May 2019, between

AMADEUS IT GROUP S.A. a Spanish corporation (No. CIF A-84236934), with registered office at Salvador de Madariaga 1, 28027 Madrid, Spain ("**Amadeus**"); and

Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS), a company incorporated in Slovak Republic whose registered office is at 823 11 Bratislava 216, Slovak Republic; P. O. BOX 160, 823 11 Bratislava 216, Slovak Republic ("**Customer**"),

individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- (A) Amadeus is a leading provider of advanced technology solutions for the global travel industry. Amadeus customer groups include travel providers (e.g. airlines, hotels, rail and ferry operators, airports, etc.), travel sellers (travel agencies and websites), and travel buyers (corporations and travel management companies).
- (B) In connection with this Agreement, the Parties hereto have entered into an IT services general agreement dated on or about the date hereof ("**ITSA**"), which includes one or more supplement(s), which govern the provision and terms of use of Amadeus' solutions that will be provided to the Customer.
- (C) Amadeus has agreed to supply certain hardware and associated services to Customer that is required for the use of the solution under the Supplement(s) upon the terms and conditions hereinafter contained.

1 DEFINITIONS

In this Agreement, the following capitalised terms shall have the following meanings. Where not defined herein, capitalized terms shall take the meanings given in the ITSA and/or Supplements:

"Affiliates"	means, with respect to each Party, any other company or business entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such Party, and "Control" means, with respect to an entity, the possession, directly or indirectly, of the power or right to direct or cause the direction of the management or policies of that entity, whether through the ownership of share capital and/or voting securities, by contract or otherwise. Beneficial ownership of over fifty (50) per cent or more of the voting securities of another person shall in all circumstances constitute control of such other person.
"Agreement"	means this agreement together with its schedules and Orders.
"Charges"	means those charges payable by Customer to Amadeus in respect of the Equipment and associated costs (delivery, warranty, installation, training etc.), as specified in Schedule 1 hereto. Charges for additional Equipment and services shall be set out in an Order Form.
"Cutover"	takes the meaning given in the Supplement.
"Effective Date"	means the date stated at the top of this Agreement.

“Equipment”	means the equipment provided by Amadeus to Customer as set out in Schedule 1, including any additional equipment agreed between the Parties to be purchased from time to time in an Order Form.
“Export Control Law”	means any law or regulation restricting import, export, re-export, transfer, transit or release of equipment, commodities, software, technology or technical data of any relevant country, including the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and Council Regulation (EC) No. 428/2009 of 5 May 2009 on dual-use items.
“Force Majeure”	means any event beyond the reasonable control of a Party including without limitation acts of God, war, riots, explosions, abnormal weather conditions, interruption of supplies, fire, flood, Government action, strikes, lockouts, accidents embargoes.
“Good Working Order”	means the Equipment operates in accordance with the Operating Manuals for the Equipment.
“ITSA”	has the meaning given in recital (B).
“Location”	means the location(s) of delivery as may be agreed by the Parties.
“Operating Manuals”	means all operating manuals, specifications and other manufacturer documentation relating to the Equipment.
“Order”	means the initial order of Equipment set out in the Schedules plus additional orders or changed orders of Equipment, if any, requested in an Order Form.
“Order Form”	means a final, acknowledged order form in such form provided by Amadeus (whether in hard or soft copy), for the purpose of allowing Customer to make an Order.
“Services”	means the supply of Equipment and associated services as described hereunder.
“Solution”	means the Amadeus solutions listed in the Schedules to this Agreement, in connection with which Customer requires Equipment. The solutions are provided by Amadeus under the ITSA and the applicable Supplement(s).
“Supplement”	means one or more supplements to the ITSA which have been entered into by the Parties and which govern the provision and terms of use of the Solutions that will be provided to Amadeus.
“Term”	has the meaning given in clause 2.2.
“VAT”	means:

“WEEE Directive”

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

WEEE Directive, the Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators, amended by Directive 2008/12/EC and Directive 2008/103/ and the Directive 94/62/EC on Packaging and Packaging Waste, as amended by Directive 2004/12/EC all of which as amended from time to time.

“Working Day(s)” means a day other than a Saturday or Sunday, public or statutory holiday in the country in which the Services are performed.

Unless expressly stated otherwise, the following rules of interpretation shall apply in this Agreement:

- 1.1 words suggesting the singular include the plural, and vice versa;
- 1.2 headings used in this Agreement are for ease of reference only and will not affect the interpretation of this Agreement;
- 1.3 references to any schedule, attachment, instrument, agreement or other document are to that schedule, attachment, instrument, agreement or other document as amended, supplemented, varied or replaced from time to time;
- 1.4 use of the words ‘includes’ or ‘including’ (and their derivatives) means includes or including, without limitation;
- 1.5 references to a person or entity shall include references to individuals, bodies, corporate entities, unincorporated associations, partnerships and any other entity having legal capacity.

2 TERM

- 2.1 This Agreement shall be effective as of the Effective Date.
- 2.2 This Agreement shall continue until all Supplements are terminated or expire in accordance with their terms (hereinafter the **“Term”** of this Agreement).
- 2.3 This Agreement may be terminated at any time during the Term as described in clause 9 (Termination) of this Agreement.

3 EQUIPMENT TO BE PROVIDED

- 3.1 Amadeus will, during the Term, provide Customer with the Equipment in accordance with the terms of this Agreement.
- 3.2 Unless otherwise agreed in writing by Amadeus and Customer, Customer shall only use Equipment provided or certified by Amadeus within the Solution. If Customer uses the Solution in combination with any equipment not provided or certified by Amadeus, the Solution may be not perform in accordance with the terms of this Agreement, the ITSA and /or the relevant Supplement, and Amadeus shall not be responsible for such non-performance. Any equipment not provided by Amadeus must be certified by Amadeus in accordance with the then applicable certification process. Such certification is required when the equipment is used for the first time as well as after each Solution update. Customer is responsible for paying the then applicable certification charges for any such certification. In addition, implementation may be delayed. If requested by Customer Amadeus will provide post-Cutover support on equipment not provided



by Amadeus. Such support is limited to diagnosing faults which may be hardware or operating system related, including diagnosing faults in connection with the introduction of software patches by Customer onto their own hardware. Such support shall be chargeable to Customer on a Time and Materials basis. Amadeus shall have no responsibility or liability in connection with incidents relating to equipment and software not provided by Amadeus, or for failure to meet contractual standards as a result thereof, or for repair and maintenance in connection with such equipment.

- 3.3 The initial Order for Equipment to be provided by Amadeus is set out in Schedule 1.
- 3.4 During the Term of this Agreement, Customer may place further Orders with Amadeus for the supply of Equipment and associated services by issuing an Order Form to Amadeus. A binding Order for Equipment shall not come into existence between Amadeus and Customer unless and until the Order Form becomes binding in accordance with its terms, or Amadeus places the Equipment order with the relevant supplier, whichever occurs earlier.
- 3.5 This Agreement shall apply to and be incorporated in, all binding Orders during the Term.
- 3.6 Prior to implementation of the Equipment, Amadeus may, upon notice to the Customer, change the type and quantity of the Equipment as may be required to comply with law or, as Amadeus deems necessary to better suit Customer's needs, so long as such changes do not materially affect the Equipment's quality or performance. If such change results in an additional cost to Customer, the changed Equipment shall be subject to approval by Customer (which Customer may approve or withhold at its discretion), and the changes shall be agreed in accordance with the change processes maintained by Amadeus.
- 3.7 If specified in Schedule 1, Amadeus may provide the installation services for the Equipment set out in Schedule 1. Customer shall be responsible for carrying out all pre-installation prerequisites specified by Amadeus, prior to delivery of the Equipment.

4 DELIVERY AND ACCEPTANCE

- 4.1 All deliveries of the Equipment shall be made DAP (Incoterms 2010) to the Location unless otherwise agreed between the Parties. 'Delivery' shall exclude offloading the Equipment.
- 4.2 Time is not of the essence as to the delivery of the Equipment and delays in the delivery of the Equipment shall not entitle the Customer to refuse to take delivery of the Equipment or claim damages. Amadeus shall have no liability for any delay in delivering of the Equipment.
- 4.3 Amadeus shall have no liability for any failure in delivering the Equipment or failure to carry out installation to the extent that such failure is caused by the Customer's failure to:
- 4.3.1 supply all information reasonably required for delivery and installation of the Equipment; and/or
- 4.3.2 comply with its obligations under this Agreement and/or the ITSA and/or the relevant Supplement; and/or
- 4.3.3 if Amadeus is prevented from carrying out delivery or installation because the delivery location has not been prepared in accordance with Amadeus' instructions.
- 4.4 Upon receipt of the Equipment, Customer shall inspect the delivered Equipment without undue delay and shall notify Amadeus within five (5) Working Days, if:
- 4.4.1 the quantity of Equipment delivered is not in accordance with this Agreement; or
- 4.4.2 the Equipment delivered is otherwise not in conformity with the terms of this Agreement;
- 4.4.3 the Equipment is in a damaged condition at the time of delivery (including Equipment damaged in transit to the Location, if Amadeus is responsible for carriage),



in which case, Amadeus will use reasonable endeavours to ensure that the Equipment in question complies. Any remedy of the Customer under this clause 4.4 shall be limited, at the option of Amadeus, to the replacement or repair of any Equipment.

- 4.5 If Customer fails to notify Amadeus in accordance with clause 4.4, Customer shall be deemed to have accepted the Equipment to be in right quantity, error free, and otherwise in conformity with the terms of this Agreement. Notwithstanding the aforementioned, where Amadeus delivers more equipment than ordered under this Agreement, Customer shall notify Amadeus and shall make the excess Equipment available to Amadeus for collection in the condition in which it was delivered. The equipment shall remain at the Customer's risk until it has been collected by Amadeus.
- 4.6 If Customer requests a change in the agreed delivery date, it shall pay Amadeus's related costs and expenses associated with a change in such a date including, without limitation, any storage and insurance costs.
- 4.7 To facilitate delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously. If Amadeus is prevented from carrying out delivery and/or installation on the specified date because no such preparation has been carried out, Amadeus may levy additional charges to recover its loss arising from this event.

5 CHARGES

- 5.1 Unless otherwise agreed, the Charges for the supply of the Equipment and associated services are as set out in Schedule 1 or in the respective Order Form. Charges for Equipment shall be calculated on an ex-works basis. As delivery shall be made DAP, the charges therefore attract an additional levy in respect to delivery charges and any applicable importation customs duties and tax charges.
- 5.2 From time to time, by giving notice to the Customer Amadeus may adjust the Charges to reflect any increase in the cost to Amadeus which is due to market conditions or any factor beyond the control of Amadeus (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture, or any delay caused by any instructions of the Customer or failure of the Customer to give Amadeus adequate information or instructions).
- 5.3 Invoices are payable by Customer to Amadeus by electronic funds transfer within thirty (30) days of Customer's receipt of Amadeus' invoice without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). All Charges shall be in Euros.
- 5.4 Amadeus shall have no obligation to supply the Equipment and to deliver the Equipment by any agreed delivery date in the event of a payment dispute or non-payment of the Charges by Customer.
- 5.5 Taxes and VAT
- 5.5.1 Customer will be responsible for sales, use, excise, value-added, services, custom duties, consumption and other transaction taxes and duties (Taxes), and any interest thereon, that are assessed against either Party, on the provision of the Services (including the reimbursement of expenses), any particular goods or services received by Customer from Amadeus, or the fees paid for such goods or services. Customer will be nominated as "importer of record" in the export documentation for the Equipment.
- 5.5.2 Charges are exclusive of VAT which shall be chargeable to Customer at the then current rate if Amadeus is subject to VAT for the supply of goods or services to Customer. If VAT is chargeable to Customer, Customer shall pay such VAT together with the respective Charges for the



Services that have given rise to the obligation to pay VAT.

- 5.5.3 The parties agree to use reasonable endeavours to do everything required by the relevant VAT legislation to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in respect of any VAT paid or payable in connection with Services under each Supplement.
- 5.5.4 Should Customer be required under any applicable law to withhold or deduct any portion of the payments due to Amadeus, then the sum payable to Amadeus will be increased by the amount necessary to yield to Amadeus an amount equal to the sum it would have received had no withholdings or deductions been made.

6 OPERATING MANUALS

Amadeus shall provide Customer with Operating Manuals containing sufficient information for the operation of the Equipment by a reasonably competent and trained business person.

7 LIABILITY

- 7.1 Nothing in this Agreement shall limit the liability of either Party for:
- 7.1.1 death or personal injury resulting from its negligence;
- 7.1.2 fraud or fraudulent misrepresentation;
- 7.1.3 any liability which cannot be excluded by law;
- 7.1.4 failure of Customer to pay any Charges, or
- 7.1.5 breach of clause 0 (Confidentiality and Intellectual Property Rights).
- 7.2 Subject to clause 7.1, the following provisions set out the limitations on the liability of each Party to the other (including any liability for the acts and omissions of its respective employees, agents, Affiliates and sub-contractors) with respect to:
- 7.2.1 any breach of its contractual obligations arising under or in connection with this Agreement; and
- 7.2.2 any representation, statement, act or omission given, made or carried out under or in connection with this Agreement (whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever).
- 7.3 Except as stated in clause 7.1, the aggregate liability of either Party in connection with the Agreement, whether arising from contract, tort, negligence, breach of statutory duty, contribution, or otherwise, and regardless of the form of the action or the theory of recovery, or otherwise, will not exceed 100% of the Charges paid and/or payable during the term of the Agreement.
- 7.4 Subject to Clause 7.1, neither Party (nor its Affiliates) shall be liable to the other party (or to its Affiliates) for the following loss and damage (including costs and expenses relating to or arising out of such loss and damage) whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise:
- 7.4.1 indirect loss, incidental loss, collateral loss or consequential loss;
- 7.4.2 exemplary, punitive or special damages;
- 7.4.3 lost revenue,
- 7.4.4 lost profits or business;
- 7.4.5 lost anticipated savings;
- 7.4.6 lost goodwill or reputation;



- 7.4.7 accidental loss or destruction of, or damage to, Amadeus data or Customer data (as the case may be);
 - 7.4.8 damage to aircraft hull;
 - 7.4.9 third party claims or claims under EC Regulation 261/2004 (or similar Law applicable in other countries and/or from time to time in force including in all cases any amendment thereto or replacement thereof) for loss or damage or other compensation; and/or
 - 7.4.10 lost management time,
even if such party (or its Affiliates) has been advised of the possibility of such damages or loss and even if the loss was foreseeable by such Party.
- 7.5 Customer shall be fully responsible for the acts and omissions of its third parties and sub-contractors.

8 EQUIPMENT WARRANTY AND SUPPORT AND RETURNS

- 8.1 Amadeus agrees to assign to the Customer the benefit of any warranties and guarantees given by the relevant third party manufacturer in relation to the Equipment to the extent that it is legally and contractually able to do so.
- 8.2 In the event that the Customer wishes to make a defect claim in respect of the Equipment, then the following procedure shall apply.
 - 8.2.1 If specified in Schedule 1, Customer shall exhaust his own local maintenance efforts (at Customer's cost) in relation to the Equipment. If the matter persists following such maintenance efforts, then clause 8.2.2 and clause 8.2.3 shall apply.
 - 8.2.2 If the claim relates to Equipment that is covered by the manufacturer's warranty referred to in Schedule 1, then Customer agrees to have direct recourse to the manufacturer or their authorized representative in respect of such claim. In cases where Amadeus provide the local on-site support to Customer in respect of the relevant Equipment, then Amadeus or its authorized representative shall be responsible for contacting the manufacturer or its authorized representative in respect of such claim.
 - 8.2.3 If the claim relates to Equipment that is not covered by manufacturer's warranty referred to in Schedule 1, or such warranties have expired, or the claim relates to Equipment that is covered by the manufacturer's warranties to Amadeus but the claim falls outside the warranty terms of the manufacturer, Amadeus may agree to repair or replace the Equipment at its sole option provided that the Customer shall pay Amadeus' additional charges in connection with such repair or replacement.
- 8.3 In each of the cases set out in clause 8.2 and in respect of any Equipment claims, Customer acknowledges and agrees that Amadeus is absolved of any liability (except as otherwise stated in clause 7.1) to the Customer, for any loss, damage or expense suffered by Customer, in respect of claims in respect of the defective Equipment.
- 8.4 Except as otherwise expressly provided in this Agreement, and except for any implied warranties, conditions or terms that cannot be excluded by law, all warranties, conditions and other terms implied by statute or common law are excluded from the Agreement, including implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or that the Equipment will be error or bug-free or will operate without interruption.
- 8.5 If it is necessary according to manufacturer's capabilities to return the Equipment to the designated manufacturer's office for repair or replacement, Customer and Amadeus agree that:
 - 8.5.1 Customer will coordinate at Customer's cost with a courier to have the Equipment delivered



to the designated manufacturer's office.

- 8.5.2 Customer is responsible for packing such Equipment according to the standards necessary to prevent damage to the Equipment in transit;
- 8.5.3 Customer will bear all the costs and risk (including delivery costs and any associated Taxes) for return of the Equipment to the designated manufacturer's office and the designated manufacturer will bear the costs and risk of return of the Equipment, provided that such Equipment is returned to Customer's original address of dispatch. Where Amadeus notifies Customer that Amadeus requires prior analysis of the fault, Customer shall bear all the costs and risk (including any associated Taxes) for return of the Equipment from Customer to Amadeus.
- 8.6 The designated manufacturer's office may be a regional office, if so specified in Schedule 1 or the Customer Service Plan.
- 8.7 The Customer understands and agrees that, upon the Equipment's end of useful life and pursuant to the WEEE Directive, it shall return any relevant Equipment and parts therefore to such designated party as Amadeus or the relevant producer or distributor deem appropriate. Customer further understands that the return shipping costs of such Equipment and/or parts thereof shall be at the Customer's expense.

9 TERMINATION

- 9.1 This Agreement may be terminated:
- 9.1.1 immediately by either Party on written notice, if the other is in material breach of an obligation under this Agreement and/or any Order and such breach is incapable of remedy within a period of thirty (30) days after receipt of written notice to do so; or
- 9.1.2 immediately by either Party on written notice if the other Party (i) is unable to pay its debts, within the meaning of that term under section 123, Insolvency Act 1986, (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, (iii) makes a composition or arrangement with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally, (iv) has a receiver, manager, administrator or administrative receiver appointed over any of its assets or any steps are taken towards the appointment of them or the making of an administration order or if an encumbrancer takes possession of or sells any of a Party's assets, (v) ceases or threatens to cease to do business at any time for a period of 30 days; or (vi) an analogous event occurs to the other Party in any jurisdiction.
- 9.2 Termination or expiry of this Agreement for any reason, whether under this clause 9 or not, shall be without prejudice to the accrued rights and liabilities of the Parties on the date of such termination or expiry.
- 9.3 For the purposes of this clause, the following shall be deemed a material breach:
- 9.3.1 non-payment by Customer of the Charges; and
- 9.3.2 breach of clause 0 (Confidentiality and Intellectual Property Rights).
- 9.4 If a Supplement is terminated then the service(s) described in this Agreement in connection with the Supplement shall terminate on the date of such termination. If a Supplement terminates and the Equipment applicable to that Supplement still has warranty left to run, Customer shall manage the warranty with the manufacturer in its entirety, and Amadeus shall have no responsibility in connection thereto.

10 SERVICE DEPENDENCIES



- 10.1 The provision of the Services described in this Agreement is subject to and dependent on the availability of Equipment, cooperation and services of certain Customer third parties and Customer responsibilities described herein.
- 10.2 For the avoidance of doubt, Amadeus shall not be responsible for any failure to provide the Services or the Equipment to the agreed standards due to the extent that such failure is attributable to:
- 10.2.1 any failure of Customer or third party processes, business models, systems, networks or degradation of services not provided by Amadeus nor under the control of Amadeus;
- 10.2.2 a failure of the Customer to comply with its responsibilities under this Agreement; or
- 10.2.3 any negligence, misuse or mishandling of the Equipment or the Services or use of Equipment in combination with equipment or systems not provided or approved by Amadeus.
- 10.3 Customer warrants and undertakes that all requisite contracts, licenses and consents are or shall be in place between Customer and its third parties to support receipt of the Services. Customer shall be responsible for contracting and managing the relationship with the Customer third parties.

11 TITLE AND RISK OF EQUIPMENT

- 11.1 Subject to the following sentence, title to each item of Equipment shall pass to Customer on the later of completion of delivery including off-loading at the Location, or payment in full to Amadeus and in cleared funds of the Charges.
- 11.2 The Equipment shall be at the risk of Amadeus until delivery to the Customer at Location. Amadeus shall off-load the Equipment at the Customer's risk.
- 11.3 Until title of the Equipment has passed to the Customer under clause 11.1, the Customer shall:
- 11.3.1 hold the Equipment on a fiduciary basis as Amadeus' bailee;
- 11.3.2 store the Equipment (at no cost to Amadeus) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as Amadeus's property;
- 11.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- 11.3.4 keep the Equipment insured on Amadeus behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of Amadeus, ensure that Amadeus's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for Amadeus and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 11.4 The Customer's right to possession of the Equipment before title has passed to it shall terminate immediately if any of the circumstances set out in clause 9 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to Amadeus on the due date.
- 11.5 The Customer grants to or shall procure for Amadeus, its agents and employees an irrevocable license at any time to enter any premises including the Location where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by Amadeus in repossessing the Equipment shall be borne by the Customer.
- 11.6 On termination of the Agreement for any reason, Amadeus' (but not the Customer's) rights in this clause 11 shall remain in effect.



12 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 12.1 The confidentiality terms of the ITSA and Supplements shall apply to this Agreement as if set out herein.
- 12.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of Amadeus or licensor. The Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its Affiliates, employees, agents or contractors or any other person to do so.

13 MISCELLANEOUS

13.1 Export Control Laws

- 13.1.1 Each party will comply with any Export Control Laws applicable to it.
- 13.1.2 If after the Effective Date, the provision the Equipment constitutes an actual or probable (in the reasonable opinion of Amadeus) breach of any applicable Export Control Laws, Amadeus shall have the right to suspend or prevent the provision of the affected Equipment and associated maintenance and support services. In such cases, Amadeus shall be excused from the performance, and shall not be held liable under or in connection with this Agreement for any failure or delay in performing any of its obligations under this Agreement.
- 13.1.3 Customer agrees that Export Control Laws govern the use of Equipment, and Customer agrees to comply with all such Export Control Laws (including “deemed export” and “deemed re-export” regulations). Customer agrees that no Equipment (including any technical data, information, any included software and/or materials), including new products developed from or using the Equipment, will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.
- 13.1.4 Customer shall indemnify Amadeus against all losses, liabilities, costs and expenses suffered or incurred by Amadeus and its Affiliates in connection with Customer’s and/or its Affiliates’ breach of Export Control Laws.

13.2 Entire Agreement

This Agreement and all Orders constitute the entire agreement (and supersedes any previous written or oral agreement or communication) between the Parties relating to the subject matter of this Agreement. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding other than those expressly set out in this Agreement and, save as expressly set out in this Agreement and the Orders, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

13.3 Amendments

No amendment, modification or change of this Agreement shall be valid unless in writing and signed by an authorised representative of each Party.

13.4 Notices

- 13.4.1 All notices, requests, demands or other communications under this Agreement shall be in writing and may be sent by prepaid registered mail or by email transmission and shall be deemed to have been served:
- 13.4.1.1 at the time of delivery if delivered personally;
- 13.4.1.2 5 Working Days after posting; or
- 13.4.1.3 at the time of transmission, if sent by email transmission.

13.4.2 Notices shall be sent to the following addresses or email addresses or fax number of the relevant Party:

if to Amadeus:

Amadeus IT Group S.A.
Airport IT Head of Legal
c/. Salvador de Madariaga 1
28027 Madrid
Spain

With a copy to:
Head of Airport IT, of same address
Email: legal@amadeus.com

if to Customer:

Chairman of the Board of Directors & CEO
- Jozef Pojedinec; and
Member of the Board of Directors &
Executive Director for Finance, CFO -
Matej Hambálek; at
LETISKO M. R. ŠTEFÁNKA –Airport
Bratislava, a. s. (BTS), 823 11 Bratislava
216, Slovak Republic; P. O. BOX 160,
823 11 Bratislava 216, Slovak Republic

13.4.3 Either Party may from time to time change its address or email address, facsimile number or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which it shall become effective.

13.5 Assignment

13.5.1 Subject to clauses 13.4.2 and 13.4.3, neither Party may assign, transfer, charge or otherwise encumber, declare a trust over or deal in any other manner with this Agreement or any right, benefit or interest under it, without the prior written approval of the other Party.

13.5.2 Each Party may sub-contract out any of its obligations under this Agreement provided that a subcontractor shall not relieve a Party of any obligation under this Agreement.

13.5.3 Amadeus may transfer its rights together with obligations to any of its Affiliates provided: (i) written notice is given to the Customer in advance; and (ii) the Affiliate has equivalent financial standing.

13.6 Relationship of the Parties

Nothing in this Agreement or in any document referred to in it or in any arrangement contemplated by it will create a partnership, principal and agent relationship, joint venture or fiduciary relationship between the Parties or otherwise grant the right for a Party to bind the other Party to any agreement nor shall a Party hold itself out as the other Party's agent (whether by an oral or written representation or by any other conduct) and save as expressly provided in this Agreement neither Party shall enter into or have authority to enter into any engagement, or make any representation or warranty on behalf of, or pledge the credit of, or otherwise bind or oblige the other Party.

13.7 Third Party Rights

No express term of this Agreement nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a Party to it.

13.8 Severability

In the event that any provision of this Agreement is held invalid, unlawful or unenforceable by a court or other tribunal with jurisdiction over the Parties, the Parties shall seek to agree any deletions or modifications necessary so that the provision is legal, valid and enforceable and



reflects as nearly as possible the original commercial intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

13.9 Waiver of Default

A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.10 Disputes

13.10.1 Any dispute not resolved by the Parties shall be referred to, and finally exclusively settled by, arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC”) which rules are deemed to be incorporated by reference into this Agreement once this clause is invoked. The arbitration shall be conducted in London and in English by a tribunal consisting of three (3) arbitrators, and each of the Parties shall have the right to nominate one of these arbitrators, such nominations to be made within thirty (30) Working Days of referral of the dispute to arbitration. The third arbitrator (who shall serve as the chairman of the tribunal) shall be nominated by agreement between the two (2) party-nominated arbitrators within twenty (20) Working Days of the confirmation of the appointment of the second of them by the ICC. Failing such agreement, this third arbitrator shall be appointed by the ICC.

13.10.2 Any Party to the dispute may seek interim relief (including, specific performance and injunctive relief) from any court of competent jurisdiction pending the constitution of the arbitral tribunal, or at any time thereafter, in order to protect the rights of such Party in the dispute.

13.10.3 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by English law.

13.11 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement if it is prevented from or delayed in complying with its obligations as a result of an event of Force Majeure.

13.12 Counterparts

This Agreement may be executed in several counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

[Signature page follows]

FOR AND ON BEHALF OF
AMADEUS IT GROUP S.A.:

SIGNATURE

NAME

TITLE

DATE

FOR AND ON BEHALF OF LETISKO M.
R. ŠTEFÁNKA – AIRPORT
BRATISLAVA, A. S.

SIGNATURE

Jozef Pojedinec, Chairman of the Board
of Directors and CEO

NAME

TITLE

DATE

FOR AND ON BEHALF OF LETISKO M. R. ŠTEFÁNKA – AIRPORT BRATISLAVA, A. S.

SIGNATURE

Matej Hambálek, Member of the Board of Directors & Executive Director for Finance, CFO

NAME

TITLE

DATE



SCHEDULE 1
EQUIPMENT, WARRANTY, DELIVERY, CHARGES AND RESPONSIBILITIES

1. AMADEUS AIRPORT PASSENGER VERIFICATION (AAPV)

1.1 The list in the table below represents various Equipment components that are sold by Amadeus to Customer and are required for the provision and receipt of the AAPV Solution provided by Amadeus.

1.2 AAPV Equipment table:

No.	Solution components	Equipment / Component description (Final quantity of below as per agreed Project Implementation Plan).	Provided by	Quantity
1	i720 SkyLane Single lane	Standard passageway 600mm; Dual swing door obstacle Glass obstacles 1,2m; Passenger screen 8,4 inches; IER 602 Bar Code scanner and RFID NFC; Atmel PCB AEA2012 CUPPS compliance From entrance to exit unicity detection	Amadeus	2
2	Passageway Ramp	Single lane	Amadeus	0
3	Spare parts kit		Amadeus	1
4	Installation and training services	Installations of 2 single lane gates, user and maintenance training	Amadeus	1

1.3 Charges: the total Charges for the AAPV Equipment and services listed in table 1.2 shall be **€81,921** (eighty-one thousand, nine hundred and twenty one). Notwithstanding clause 5.1 (Charges), this amount includes delivery, but excludes associated delivery customs, taxes and duties, which shall be payable separately by Customer. Amadeus shall invoice the Charges upon signature of this Agreement.

1.4 Training: Customer shall attend Amadeus training on support and maintenance of the Equipment including the exchange of faulty parts for spare parts. The training will be provided as part of gate(s) installation at the Customer's premises and will be in accordance the provisions set out in the AAPV Supplement. Customer shall ensure the personnel with adequate technical skill in hardware maintenance will attend the training within the agreed time.

1.5 Installation:

- 1.5.1 Amadeus’ installation responsibilities shall be as follows:
 - (a) anchoring the gate on the mounting points;
 - (b) connecting the gate to a power source;
 - (c) switching the gate on and performing tests to ensure the gate works properly.
- 1.5.2 Customer is responsible for site preparation. The installation pre-requisites to be met by Customer prior to Equipment delivery are detailed in the Appendix A.
- 1.5.3 Customer’s preparation includes:
 - (a) passing electrical cables and conduit through the floor;
 - (b) drilling holes in the floor for the anchoring points (Amadeus will supply a drilling template).

1.6 Maintenance, Support & Spares:

- 1.6.1 All Equipment listed in Table 1.2 (AAPV Equipment) has a warranty of 5 years from delivery.
- 1.6.2 Customer will be responsible for provisioning, installation and configuration of the Customer workstations and all Solution hardware (other than gates) at its own cost. The workstations will fulfil following minimum requirements: (i) Windows 10 OS, (ii) LAN access to secured VPN connectivity described in the Supplement established between Customer and Amadeus as part of implementation; (iii) Firefox browser in version ESR 60 (60.5.2), USB and RS232 interface for connectivity with self-access gates.
- 1.6.3 To ensure proper functioning of the Equipment, Customer shall ensure the Equipment environment is maintained at all times as follows:

Installation environment	Indoors and shielded from the elements
Relative humidity (HR)	20% ≤ HR ≤ 80% without condensation
Operating temperature (Top)	+5°C ≤ Top ≤ +40°C
Storage temperature (Tstg)	- 20°C ≤ Tstg ≤ + 70°C

- 1.6.4 Field Services and Help Desk: Customer is responsible for providing field support services and End-User Help-Desk Services for the deployed APV applications, hardware and peripherals at the Airport. These services will include all incidents related to locally installed hardware including re-imaging and configuring of APV workstations, fixed or mobile scanners and auto-gates wherever required. Customer staff will be trained on this support during implementation as described in Attachment 2 of the AAPV Supplement.

2. GENERAL

- 2.1 This section 2 (General) is applicable to all Equipment Orders, unless stated otherwise in this Schedule or an Order.
- 2.2 Customer will have the following responsibilities, at Customer’s cost:
 - 2.2.1 Customer shall be responsible for receipt of the Equipment, moving the Equipment to its designated location, for unpacking the Equipment and disposal of packaging
 - 2.2.2 adequate, secure storage of the Equipment, both during the implementation project



- and for Equipment spares post implementation
- 2.2.3 site preparation to ensure the site is ready for Equipment installation, e.g. carrying out any millwork design and millwork revisions and ensuring the power requirements are in place to ensure a successful implementation.
 - 2.2.4 Equipment tracking (issue and return)
 - 2.2.5 management of Equipment
- 2.3 Desks and power connectivity and consumables (e.g. replacement batteries for devices, printer heads, printer stock, and other consumables) shall be provided by Customer. However Amadeus can provide a quotation for any consumables upon request
- 2.4 Support and Maintenance:
- 2.4.1 Customer's technical staff will be responsible, at Customer's cost, for the maintenance and support of all on-site Equipment (first and second level maintenance) including management of the warranty in accordance with Clause 8.
 - 2.4.2 Customer shall be responsible for preventative maintenance of the Equipment in accordance with the relevant Equipment manufacturer's requirements and, if applicable, training provided during hardware installation. Customer notes that the Equipment warranty may be invalidated if faults arise in connection with poorly preventatively maintained Equipment.
- 2.5 Customer staff will be responsible for:
- 2.5.1 removal and disposal of any existing on-site passenger processing and validation hardware devices;
 - 2.5.2 removal and replacement of defective Equipment supplied under this Agreement, in accordance with clause 8.5; and
 - 2.5.3 removal and disposal of all Equipment at end of life.
- 2.6 Customer staff will be responsible for training operational staff in the use of Equipment.
- 2.7 If Customer procures its own equipment (see clause 3.2), Customer will be responsible for the installation and configuration and support of that equipment to ensure compatibility with the Equipment.
- 2.8 Customer's additional responsibilities with respect to the Equipment, including (if not specified otherwise herein) implementation, shall be covered in the Supplement.
- 2.9 Software: Certain third party software may be included with the Equipment, which will be governed by the terms of the applicable end user license agreement. To the extent permissible by law, Amadeus hereby excludes any and all warranties, representations, conditions and other terms implied by statute or common law from this Agreement, in connection with such third party software and the use thereof. Customer acknowledges and agrees that Amadeus is not liable and will not be held responsible for the updates of and use of such third party software and any damages or loss related thereto.
- 2.10 Delivery Date: in accordance with the implementation plan agreed between the Parties.

APPENDIX A

1 SITE PREPARATION FOR SELF-ACCESS GATE DEPLOYMENT

1.1 Installation prerequisites

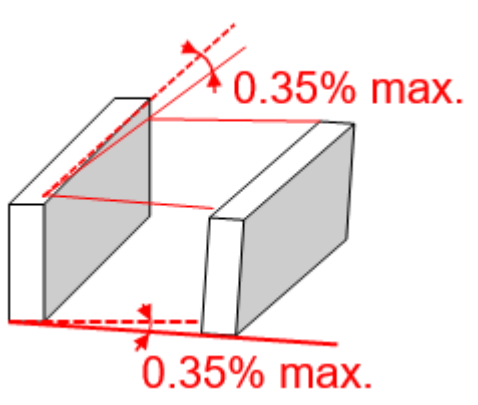
1.1.1 Environment

The area where the equipment is to be installed shall have the characteristics listed in the table below.

Installation environment	Indoors and shielded from the elements
Relative humidity (HR)	$20\% \leq HR \leq 80\%$ without condensation
Operating temperature (Top)	$+5^{\circ}\text{C} \leq \text{Top} \leq +40^{\circ}\text{C}$
Storage temperature (Tstg)	$- 20^{\circ}\text{C} \leq \text{Tstg} \leq + 70^{\circ}\text{C}$

1.1.2 Floor

The floor of the area where the equipment is to be installed shall have the characteristics listed in the table below.

Levelness	<p>The floor shall be perfectly level (no high or low spots) and have a maximum slope of 0.35% between adjacent frames (longitudinally and crosswise).</p>  <p>The slope shall be steady (changes in direction are not authorized).</p>
Composition*	C20/25 concrete minimum
Torque resistance*	50 Nm
Thickness*	140 mm minimum
Routing of the electrical cables	Electrical power cables, communication cables and conduits used to carry connection cables between the equipment's frames shall be run through the floor as instructed in section 1.3.
Floor anchor points*	Floor anchor points shall be prepared as instructed in section 1.4.

*Mandatory prerequisites if the equipment is installed directly on the floor (without a ramp).

1.1.3 Electrical power supply

Each IER 710 automatic boarding gate is supplied by two separate AC power sources – one for the gate and one for the control box. The specifications of both sources are given in the table below.

Characteristic	Gate	Control box
Number of conductors	3 (phase, neutral, ground)	3 (phase, neutral, ground)
Supply voltage	120-240 VAC single-phase	100-240 VAC single-phase
Frequency	50/60 Hz	50/60 Hz
Peak current protection	16 A circuit breaker	16 A circuit breaker



Differential current protection	30 mA GFCI	30 mA GFCI
Conductor cross-section (S) based on the cable length (L)	S = 1.5 mm ² if L < 40 m S = 2.5 mm ² if 40 m < L < 65 m	S = 1.5 mm ² if L < 35 m S = 2.5 mm ² if 35 m < L < 60 m S = 4 mm ² if 60 m < L < 100 m S = 6 mm ² if 100 m < L < 140 m
Maximum conductor cross-section	2.5 mm ²	6 mm ²

1.2 Communication

1.2.1 Installation site computer system

Depending on the configuration of the installation site, the equipment and the computer system will communicate over either an Ethernet connection or an RS232 serial connection.

In the case of an Ethernet connection, the specifications of the cable shall be as follows:

- Cable type: U/FTP, category 5
- Configuration: Non-crossover
- Connector extending from floor: RJ45 male
- Exit point: Bottom of the control box

In the case of a serial connection, the specifications of the cable shall be as follows:

- Cable type: Serial-connection cable – 7 conductors – shielded
- Configuration: Non-crossover
- Connector extending from floor: 9-pin D-sub with male contacts
- Exit point: Bottom of the control box

1.2.2 Control Box-Gate Interconnection

To ensure the Ethernet communication between the control box and the gate, an Ethernet cable has to be routed through the floor, from the left-hand mechanized post to the right-hand mechanized post of the gate. The cable shall have the following specifications:

- Cable type: U/FTP, category 5
- Configuration: Non-crossover
- Connector at end 1 (exit point: bottom of the right-hand mechanized post): RJ45 male
- Connector at end 2 (exit point: bottom of the left-hand mechanized post): None (the RJ45 connector will be crimped during installation).

1.3 Routing of the electrical cables

In order for installation to take place, the electrical power cables, computer network connection cables and conduit linking the frames together shall be routed through the floor.

1.3.1 Description of the cables and conduits

The figure below shows the exit points of the electrical cables and conduits routed through the floor under the equipment.

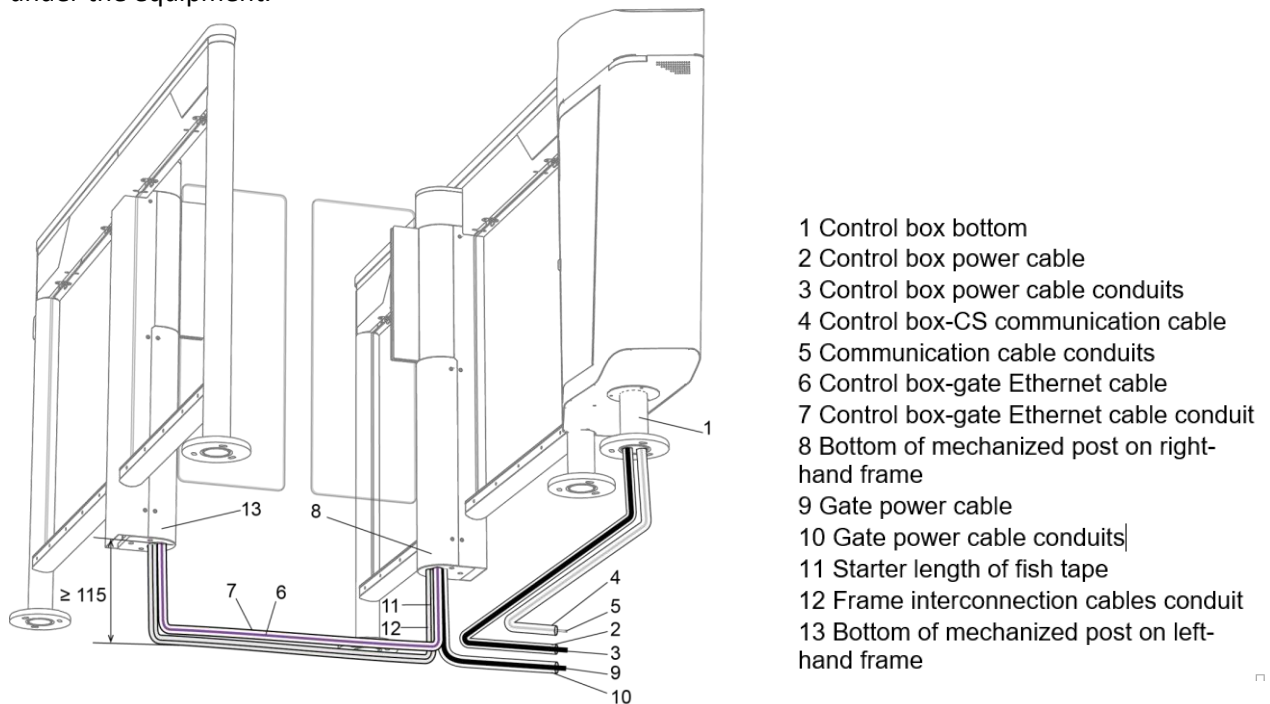


Figure 1 - Description of the cables

1.3.2 Position of the cable exit points

The Figure 19 below shows the positions of the cable exit points for 2 gates, where PW1 is the passage width of gate 1 and PW2 is the passage width of gate 2.

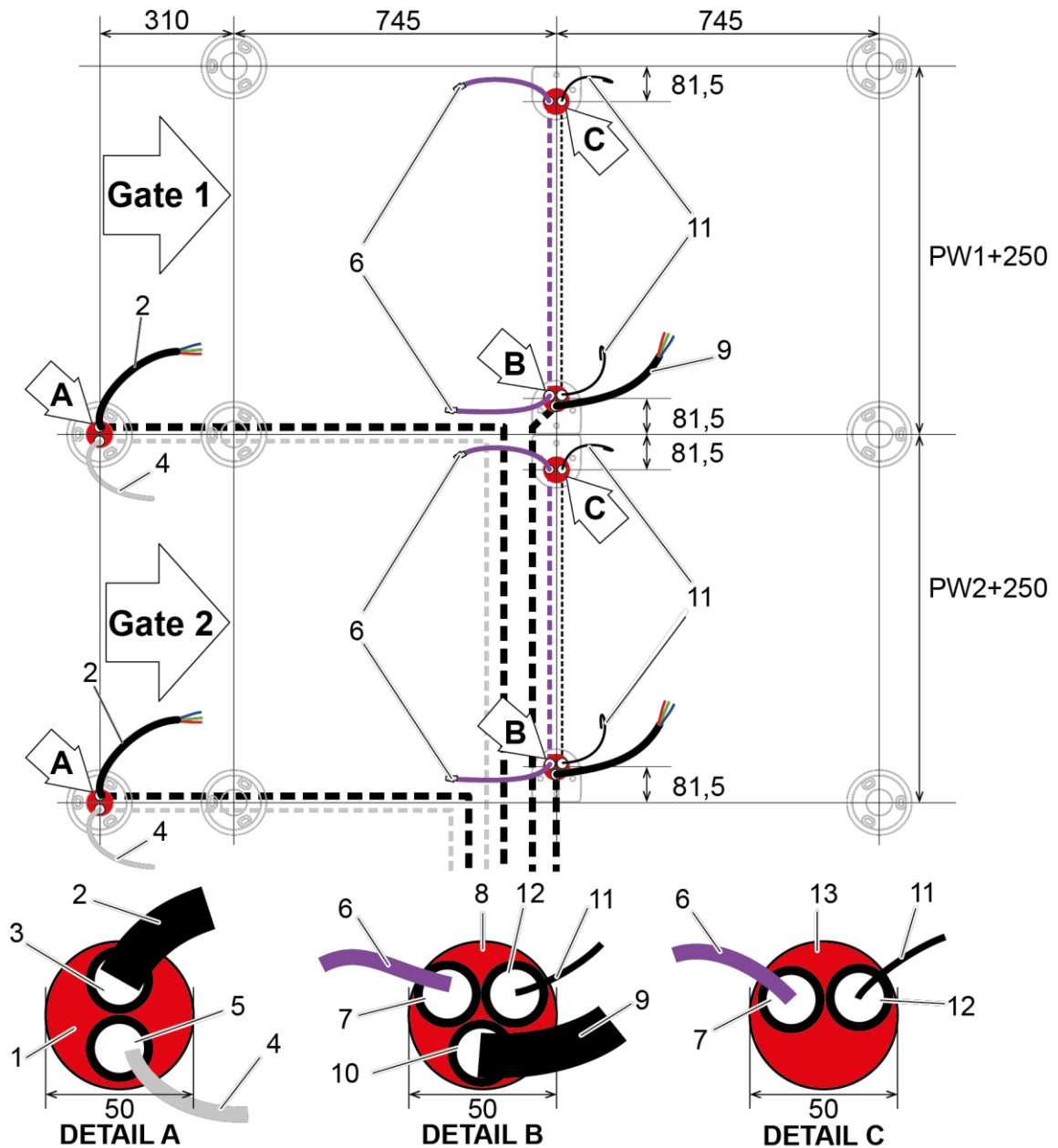


Figure 2 - Cable exit points

- | | |
|--------------------------------------|---|
| 1 Control box bottom | 8 Bottom of mechanized post on right-hand frame |
| 2 Control box power cable | 9 Gate power cable |
| 3 Control box power cable conduit | 10 Gate power cable conduit |
| 4 Control box-CS communication cable | 11 Starter length of fish tape |
| 5 Communication cable conduit | 12 Frame interconnection cables conduit |



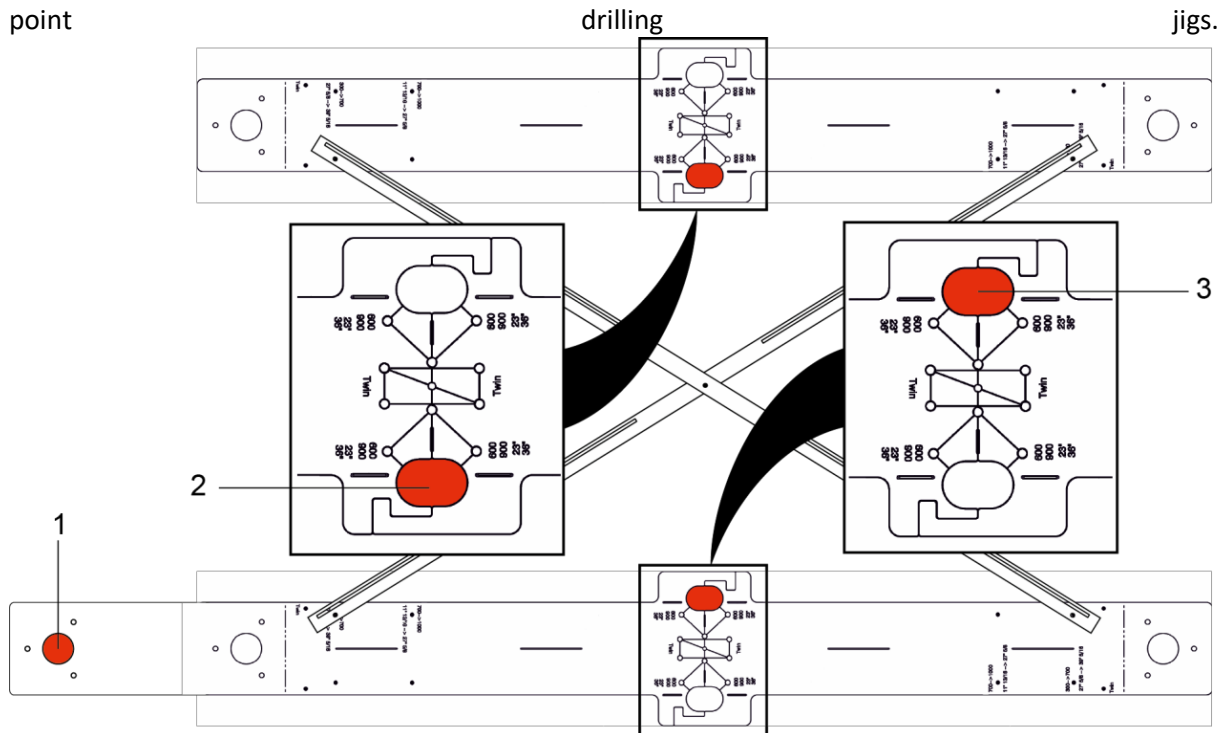
6 Control box-gate Ethernet cable

13 Bottom of mechanized post on left-hand frame

7 Control box-gate Ethernet cable conduit

NOTE: The floor positions of the cable exit points can be determined using jigs. The use of these jigs is described in section 1.4.1.

The Figure 19 below shows how to determine the positions of the cable exit points using the anchor point



1 Arrival through the foot of the control box

2 Arrival through the foot of the mechanized post on the left-hand frame

Figure 3 - How to determine the position of cable exit

1.3.3 Conduit specification

The electrical conduits shall:

- be buried at least 115 mm below the level of the finished floor to protect them from damage while the floor anchor points are being drilled,
- be sized to accommodate the cables described in the table below.

Conduit	Cable(s) to be held
Control box power cable conduit	1 × AC power cable with a cross-section of 3×1.5 mm ² to 3×6 mm ² , depending on the length (see section 2.3, page 13)
Gate power cable conduit	1 × AC power cable with a cross-section of 3×1.5 mm ² to 3×2.5 mm ² , depending on the length (see section 2.3, page 13)
Communication cable conduit	1 × U/FTP Cat. 5 Ethernet cable, or 1 × 7-conductor RS232 shielded serial cable
Control box-gate Ethernet cable conduit	1 × U/FTP Cat. 5 Ethernet cable
Frame interconnection cables conduit	2 × LiYCY shielded cables (2×0.75 mm ²) 1 × LiYCY shielded cable (2×2×0.25 mm ²) 1 × ground cable (4 mm ² max.)

1.3.4 Necessary free lengths



The table below lists the free lengths of electrical cable that are to extend out of the finished floor to allow the equipment to be wired.

Cable	Necessary free length
At the bottom of the control box	
Control box AC power cable	800 mm
Control box-CS communication cable	400 mm
At the bottom of the right-hand mechanized frame (middle frame with single-barrier gates)	
Gate AC power cable	600 mm
Control box-gate Ethernet cable	600 mm
At the bottom of the left-hand mechanized frame (frame with non-mechanized single-barrier gates)	
Control box-gate Ethernet cable	2000 mm

1.4 Preparation of the anchor points

In order for the equipment to be installed, the necessary floor anchor points shall be prepared beforehand as instructed in this section.

NOTE: Preparation of these anchor points is not required if the equipment is to be installed on ramps.

1.4.1 Drilling of the floor anchor holes

1. Fit the drilling jigs together:

a. Assemble the drilling jigs by fitting the two halves together.

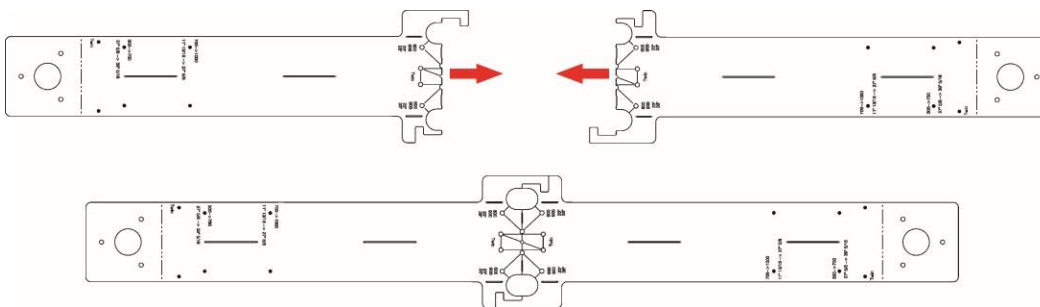


Figure 4 - Assembling the drilling jigs

b. Using M5 nuts, fasten the folding X-brace (1) to the pins on the drilling jigs (2 and 3) corresponding to the passage width of the gate to be installed:

- 600 mm: "300->700" pins (4)
- 900 mm: "700->1000" pins (5)

The Figure 22 below shows the setup for a 600 mm gate.

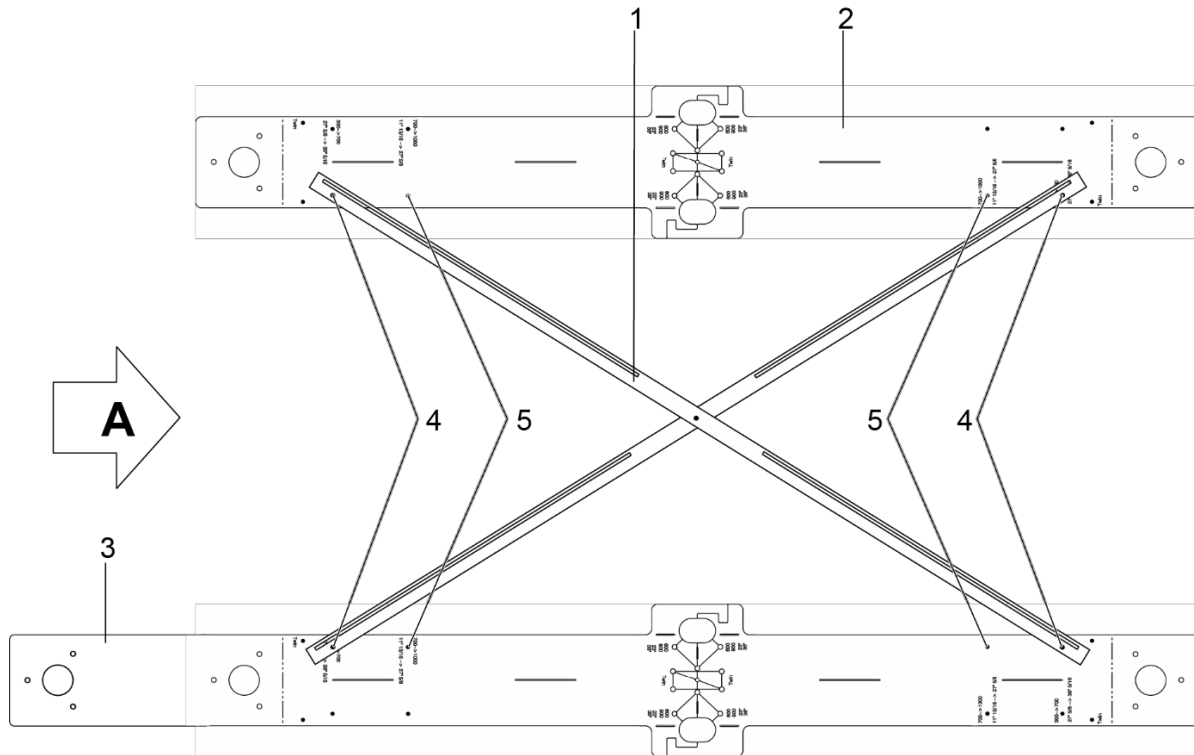


Figure 5 - Drilling jigs setup

2. Lay the jig assembly on the intended location of the gate and pass the cables and conduits through the corresponding holes in the jigs.
 3. Using a rotary hammer drill and an 8 mm concrete bit, vertically drill the following holes to a depth of 10 mm:

- 3 holes (7) at the locations of the anchor points for each guardrail post,
- 3 holes (8) at the locations of the anchor points for the bottom of the control box,
- 3 holes (9) at the locations of the anchor points for each mechanized post,

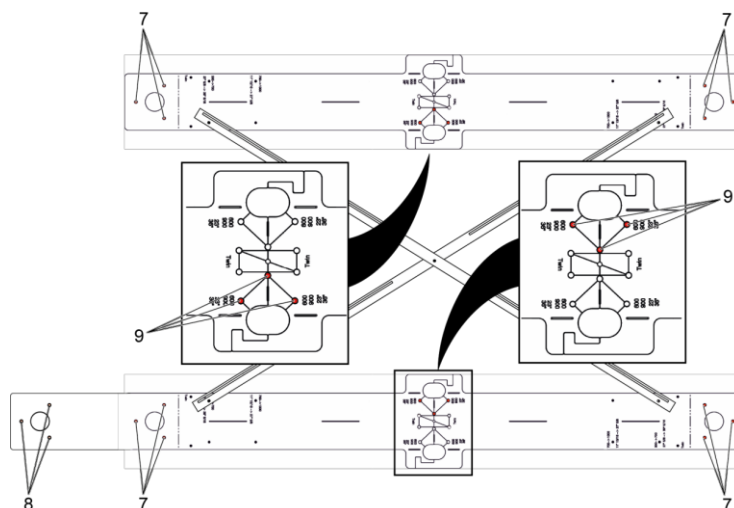


Figure 6 - Drilling positions

4. Installation of a bank of gates:

- a. If the width of a gate is different from that of the preceding gate, adjust the position of the X-brace on the jig pins (see step 1.b of this procedure).

b. Using the anchor holes drilled for the guardrail posts shared by two gates as guides, move and position the jig assembly as shown in the Figure 24 below.

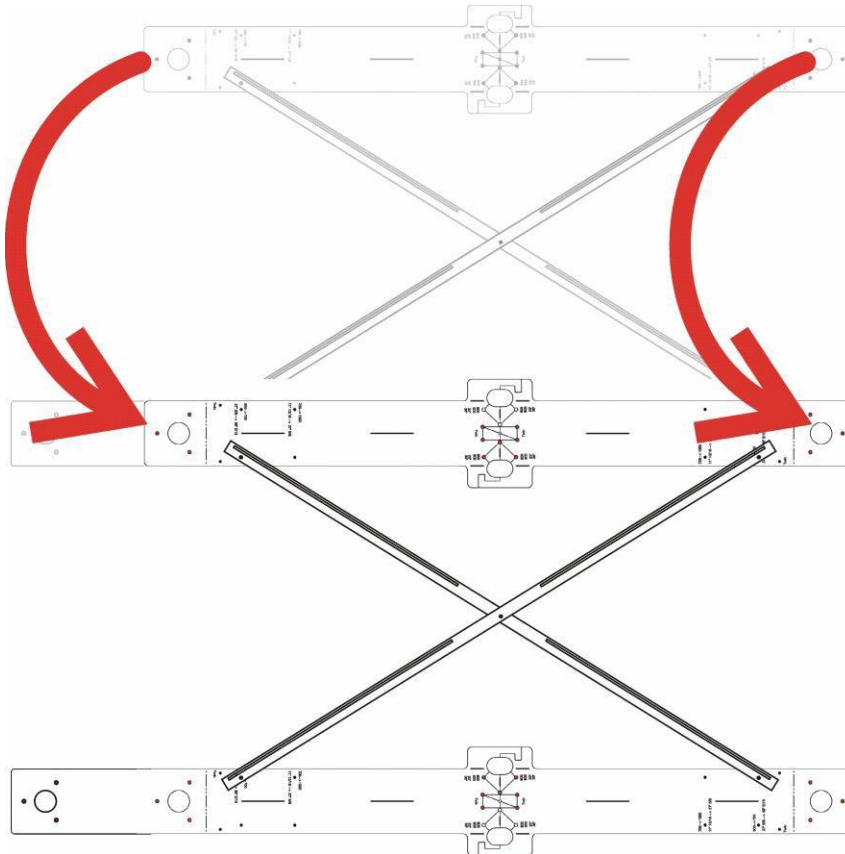


Figure 7 - Installation of a bank of gates

c. Repeat step 3 of this procedure, taking account of the holes already drilled for the shared guardrail posts.

5. Repeat step 4 for each additional gate.

6. Using the rotary hammer drill and a 14 mm concrete bit, vertically enlarge all the holes to a total depth of 100 mm.

7. Brush and blow out dust from all the anchor holes.

1.4.2 Grouting of the anchors

Proceed as follows to grout the anchors into the floor:

1. Fit the drilling jigs together as instructed in step 1 of procedure 4.1.

2. With the drilling jigs positioned at the locations of the posts, insert the screws, nylon guides and anchors as follows:

- a. On the tops of the guides, insert the screws (1) into the appropriate post holes in the jigs (2):
 - guardrail and control box posts, see Detail A in the diagram below;
 - mechanized posts, see Detail B in the diagram below.

- b. Under the jigs, slide the nylon guides (3) onto the screws (1).

c. Slide the anchors (4) onto the screws (1), then tighten the screws until the screws, jigs, nylon guides (3) and anchors are snug against each other.

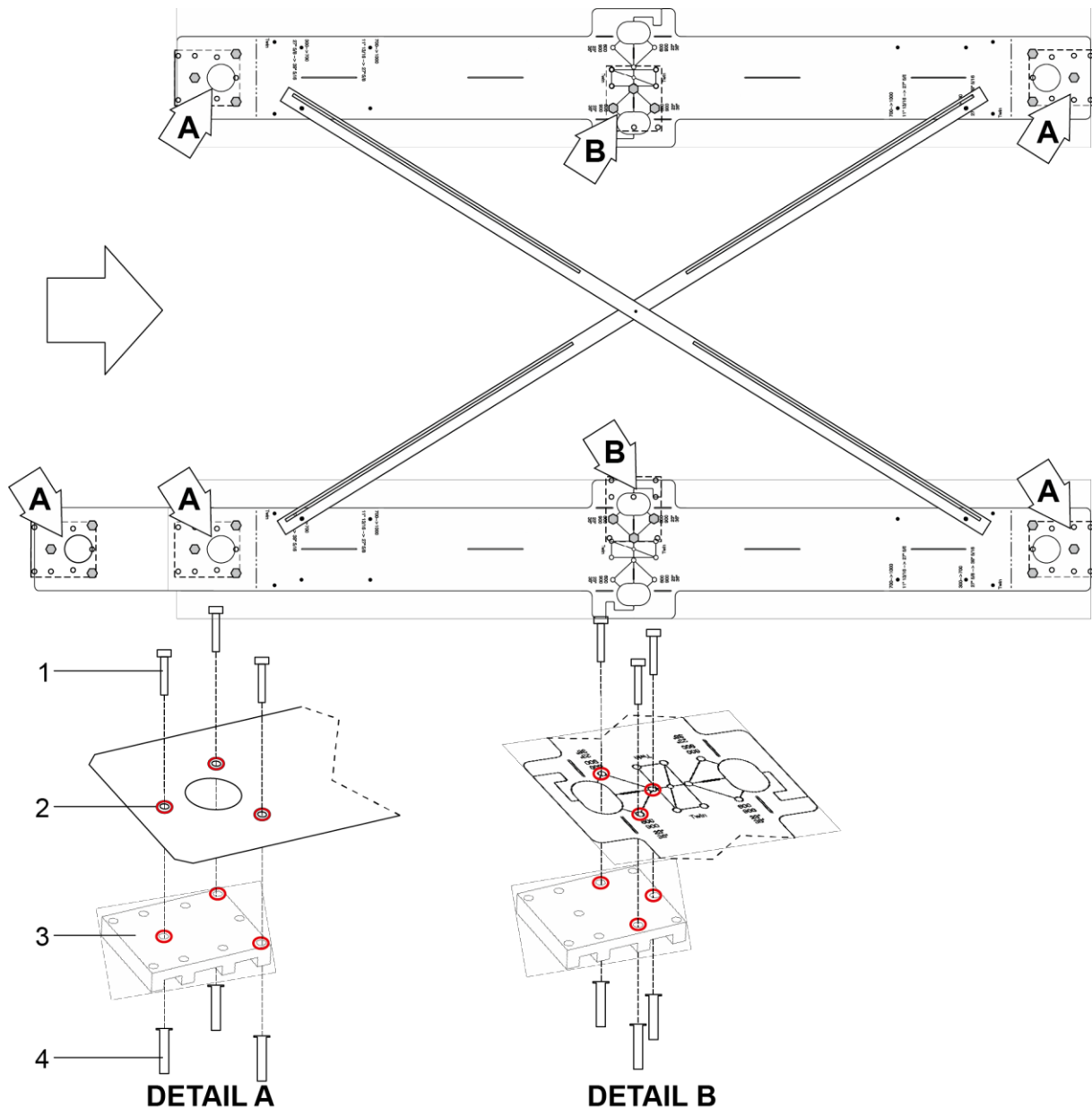


Figure 8 - Grouting of the anchor

3. Brush and blow out dust from all the anchor holes.
4. Fill the anchor holes for each automatic gate with resin grout as instructed by the manufacturer.
5. Position the jigs fitted with the screws, nylon guides and anchors at the intended location of the gate and insert the anchors into the grouted anchor holes.
6. Loosen all the screws (1) by one turn.
7. Tap each screw (1) with a mallet to ensure that the anchors are fully embedded in the floor.
8. Loosen and remove the screws (1).
9. Remove the jigs.
10. Remove the nylon guides (3).
11. Remove any excess resin grout from around the anchors (4) and on the nylon guides (3).
12. Let the resin grout cure for the time indicated by the manufacturer before installing the equipment.
13. Repeat each step in this procedure for each additional automatic gate.