

**AMADEUS PLATFORM FOR GROUND HANDLERS****IT SERVICES AGREEMENT ORDER FORM**

<b>Ground Handler:</b> Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS) "the <u>Ground Handler</u> "		<b>Date:</b> 04 <sup>th</sup> April 2025
<b>Ground Handler company registration number:</b> 35 884 916		<b>Ground Handler country of incorporation:</b> Slovak Republic
<b>Email:</b> [REDACTED]	<b>Telephone:</b> [REDACTED]	
<b>Address:</b> Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS), 823 11 Bratislava Slovak Republic		
<b>Commencement Date:</b>	means the date pursuant to the section 18.2 of this Agreement.	
<b>Initial Term:</b>	From the Commencement Date until 30 <sup>th</sup> May 2028.	
<b>Amadeus Address for Notices:</b>	General Counsel, Amadeus IT Group, S.A. c/. Salvador de Madariaga 1, 28027 Madrid Spain. E-mail address: [REDACTED]	
<b>Ground Handler Address for Notices:</b>	Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS); P.O. BOX 160, 823 11 Bratislava 216, Slovak Republic	

Upon its acceptance in writing by Amadeus (as defined below), this order form shall form, together with the terms and conditions set out overleaf, the "Agreement" between the Ground Handler and Amadeus.

<p>Signed for and on behalf of <b>LETISKO M. R. ŠTEFÁNICA - AIRPORT BRATISLAVA, a. s. (BTS)</b>:</p> <p>BY: .....</p> <p>Print Name: Ing. Dušan Novota</p> <p>Title: Chairman of the Board of Directors</p> <p>Date: .....</p> <p>BY: .....</p> <p>Print Name: Ing. Juraj Vagner</p> <p>Title: Member of the board of directors</p> <p>Date: .....</p>	<p>Agreed and accepted for and on behalf of <b>AMADEUS IT GROUP S.A.</b> (No CIF A 84236934), Salvador de Madariaga 1, 28027 Madrid, Spain "Amadeus"</p> <p>BY: .....</p> <p>[REDACTED]</p> <p>Date: .....</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



## Amadeus Platform for Ground Handlers

### IT Services Agreement (GHA)

#### WHEREAS:

- A. The Ground Handler ground handles the Groundhandled Airlines at the Locations (as defined below);
- B. The Altéa GH DCS was implemented prior to the Commencement Date of this Agreement under the terms of a separate IT services agreement between the parties dated 10 March 2015 (hereinafter "Previous Agreement"); and
- C. Furthermore, Ground Handler has requested and Amadeus agrees to terminate the Previous Agreement. Therefore, the Previous Agreement shall terminate effective the Commencement Date.
- D. Amadeus agrees to provide the Ground Handler with access to the Ongoing Services subject to, and in accordance with, the terms and conditions set out in this Agreement.

#### NOW IT IS HEREBY AGREED AS FOLLOWS:

##### 1. INTERPRETATION

###### 1.1 Definitions

In this Agreement the following terms will have the following meanings, unless the context otherwise requires:

**"Acquired Rights Directive"** means the Acquired Rights Directive (Council Directive (77/187/EEC) and amending Directive 98/50/EC);

**"Affiliate"** means, with respect to each party, any other company or person that, directly or indirectly, Controls, is Controlled by or is under common Control with such party;

**"Altéa Departure Control System" or "Altéa DCS"** means the suite of proprietary Amadeus departure control services implemented by Amadeus' customer airlines.

**"Altéa Ground Handler Departure Control Systems" or "Altéa GH DCS"** means the suite of proprietary Amadeus departure control services as specified in Schedule 4.

**"Altéa DCS Hosted Airline"** means each Groundhandled Airline that has in place an agreement with Amadeus in respect of the provision of Altéa DCS application services and that has "cut over" to use of such Altéa DCS application services;

**"Amadeus Data Centre"** means any of the computer operations centers, including any public, private, or hybrid cloud (or other infrastructure), where Amadeus operates all or part of the Application Services.

**"Amadeus Network Services"** means the communications network services supplied by Amadeus to the Ground Handler under this Agreement, as further described in schedule 10 (Amadeus Network Services);

**"Amadeus Platform"** means the combination of networks, terminals, systems, servers and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Amadeus, and used to provide the Services to Ground Handler and Amadeus' other customers;

**"Application Services"** means the application services, defined in Part 2 of schedule 4 (Systems and Services), and categorized under the Components as at the Commencement Date, and which may be developed, amended or extended through the Change Control Procedure;

**"Authorised User"** means each party listed in schedule 6 (Authorised Users), as amended from time to time in accordance with the Change Control Procedure;

**"Baseline Plan"** has the meaning given to that expression in schedule 2 (Implementation Services);

**"Business Day"** means Monday to Friday from 08:00 – 17:00 CET, excluding public holidays, being regional, state and country as applied to the country of performance of the Services;

**"Change Control Procedure"** means the procedure for making changes to the Amadeus Platform, the Services or this Agreement, as set out in schedule 9 (Change Control Procedure);

**"Charges"** means the charges described in Clause 10 (Charges and Payment

Terms);

**“Component”** means each of the “Customer Management” and “Flight Management” components of the Amadeus Platform each as further described in schedule 4 (Systems and Services);

**“Confidential Information”** means this Agreement and the terms thereof, all information of a party or its Affiliates marked “confidential”, “restricted” or “proprietary” by either party and any other information of a party or its Affiliates that is treated as confidential by the disclosing party and that would reasonably be understood by the receiving party to be confidential, whether or not so marked, including:

- (a) any software or components provided by either party under this Agreement for the purposes of providing or receiving the Services;
- (b) any software, components or other products and services, the provision of which is under discussion between the parties during the Term (including in connection with any pilot or similar arrangement);
- (c) attorney or solicitor-client privileged materials or work product; and/or
- (d) non-public information relating to a party’s personnel, suppliers, customers or business;

**“Contract Year”** means the twelve (12) month period from the Commencement Date and each subsequent twelve (12) month period throughout the Term;

**“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 such entity, whether through the ownership of share capital and/or voting securities, by contract or otherwise, it being understood that beneficial ownership of fifty-one (51) per cent or more of the voting securities of another person shall in all circumstances constitute control of such other entity and “Controlled” and “Controlling” shall be construed accordingly;

**“Cutover”** means the earlier of the date on which the Ground Handler commences to use any part of the Ongoing Services, other than for testing purposes, and the date on which any part of the Ongoing Services is available for use in a live production environment;

**“Cyber Crime”** means any crime that involves a computer, a network, or the internet, including computer-related extortion, fraud and forgery, and unauthorised access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of viruses and worms, (distributed) denial of service attacks, invasion of privacy, cyber-spying and illegal hacking;

**“Data Processing Subcontractor”** means any processor engaged by Amadeus in the Processing of Personal Data;

**“Data Processing Legislation”** means all applicable laws and regulations relating to the Processing of Personal Data and privacy including the GDPR and the laws and regulations implementing or made under them and any amendment or re-enactment of them

**“Data Subject”** means an identified or identifiable natural person.

**“Dispute”** means a dispute, difference, disagreement or question relating to this Agreement including to the performance of any obligation under this Agreement or any non-contractual obligation arising from or connected with the Services or this Agreement;

**“Economic Change Index”** or “ECI” means the weighted average of the full year “Towers Watson index” for IT labor costs published by Towers Watson (or any successor thereto), weighted as follows:

- (a) France – sixty per cent (60%) and
- (b) US – twenty per cent (20%) and,
- (c) India – twenty per cent (20%)

or any successor index thereto agreed in writing by the parties;

**“Export Control and Sanctions Law”** means (a) any law or regulation restricting import, export, re-export, transfer, transit, use 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 and (b) any economic sanctions administered by the UN Security Council, the European Union, the United Kingdom, the Office of Foreign Assets Control of the U.S. Department of Treasury or other relevant sanctions authority.

**“Force Majeure”** means any cause or event which is outside either Amadeus’ or the Ground Handler’s (as the case may be) reasonable control, including without limitation, any act of God, natural disasters (e.g. fire, flood, earthquake, elements of nature), hostilities, acts of terrorism or crime including Cyber Crime, riot, explosion, sabotage, acts of government, change of law or lock-outs or industrial disputes (to the extent that such lock-outs do not arise solely in relation to the affected party’s own personnel);

**"Former Supplier"** means any person who, prior to Amadeus, any Amadeus Affiliate and/or any subcontractor, provided to the Ground Handler or any Ground Handler Affiliate services the same as or similar to the Services or part of the Services;

**"General Data Protection Regulation" or "GDPR"** means regulation EU 2106/679/EC on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC.

**"Groundhandled Airline"** means each airline that is groundhandled by the Ground Handler which is specified in the Baseline Plan as amended in accordance with the Change Control Procedure from time to time;

**"Groundhandled Airline Data"** means all data and information in respect of Groundhandled Airlines that is generated, inputted or stored in the Amadeus Platform as a result of the Services or, where applicable, Amadeus' agreement with the relevant Groundhandled Airline for the provision of Altéa DCS application services to an Altéa DCS Hosted Airline and relating specifically to a Groundhandled Airline or its Affiliates (or other eligible recipient of the Altéa DCS application services provided by Amadeus), and its or their operations, facilities, passengers, personnel, assets and programs in whatever form that information may exist and be processed by Amadeus in the performance of its obligations under this Agreement or, where applicable, Amadeus agreement for the provision of Altéa DCS application services to an Altéa DCS Hosted Airline, excluding (a) data that is generated by third party travel agents and processed for a Groundhandled Airline as part of Amadeus' separate GDS service offering and which is not solely processed in the performance of by Amadeus of its obligations under this Agreement; (b) Amadeus performance data; (c) Amadeus systems level data; and (d) third party data;

**"Implementation Services"** means the activities that are to be performed by Amadeus, as described in schedule 2 (Implementation Services);

**"Instructions"** means the Services as described in this Agreement shall be considered to be instructions of the Ground Handler to Process Personal Data;

**"Intellectual Property Rights"** means any and all patents, utility models, registered and unregistered trade and service marks, registered designs, rights in unregistered designs, trade and business names, rights in domain names, copyrights and moral rights, rights in any object code or source code, database rights, rights in inventions, know-how, trade secrets and other Confidential Information, and all other intellectual property rights of a similar or corresponding character, whether or not registered or capable of registration and whether

subsisting in any country, territory or part of the world together with all or any goodwill relating thereto;

**"Locations"** means the airport addresses listed in schedule 3 (Locations) and such other premises (if any) as are agreed in writing (as further described in the Change Control Procedure) between Amadeus and the Ground Handler from time to time;

**"Man-day"** means a working day of eight (8) hours;

**"Non Altéa DCS Hosted Airline"** means each Groundhandled Airline that is not an Altéa DCS Hosted Airline;

**"Ongoing Services"** means the Application Services and the Operating Services, as may be amended from time to time through the Change Control Procedure;

**"Operating Services"** means the services provided by Amadeus as described in Part 3 of schedule 4 (Systems and Services) as may be amended or extended through the Change Control Procedure;

**"Passenger"** means a natural person using or intending to use transportation services;

**"Passenger Boarded" or "PB"** means a natural person who has been documented (e.g., through the issuance of a boarding pass) as boarding a flight based on the check-in airline's departure control system, or other automated/manual mechanisms in use;

**"Personal Data"** means any information that relates to an identified or identifiable living individual;

**"Personal Data Breach"** means a breach of Amadeus' security commitments set out in this Agreement leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Amadeus in connection with this Agreement.

**"Process" or "Processing"** of Personal Data means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data by Amadeus on behalf of Ground Handler;

**"Quarter"** means the period from the Commencement Date until the next Quarter Day, each subsequent period of three months ending on a Quarter Day and any shorter period ending on the date of termination or expiry of this Agreement and "Quarterly" shall be construed accordingly;

**"Quarter Day"** means each first day of January, April, July and October during the

Term;

**"Savings Event"** has the meaning given to that expression in Clause 9.1 (Savings Event);

**"Services"** means the Implementation Services, the Ongoing Services, the Amadeus Network Services, and such other services as the parties may agree in writing as a variation or supplement to this Agreement in accordance with the Change Control Procedure;

**"Software"** any software certified by Amadeus for use in conjunction with the Ongoing Services, including, but not limited to, terminal emulator software, terminal application software, self service kiosk software and graphical user interface software, which is loaded onto the Terminal Equipment and required by a user of the Terminal Equipment to access the Ongoing Services;

**"Successor Supplier"** means the entity or entities (which may include the Ground Handler or any of the Ground Handler's Affiliates) succeeding Amadeus in the provision or operation of services the same as or similar to the Services or part of the Services;

**"Term"** means the period from the Commencement Date until the Agreement is terminated in accordance with its terms;

**"Terminal Equipment"** means those items of equipment referred to in schedule 1 (Equipment) as being certified by Amadeus for use with the Amadeus Platform; and

**"Transfer Regulations"** means:

- (a) in the United Kingdom, the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended ("TUPE"); and
- (b) in other countries in the European Union, equivalent laws or regulations implementing the Acquired Rights Directive; and
- (c) in any other country, any codes regulations or legislation that require or operate to transfer the employment or engagement of employees and/or their claims.

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

- 1.2.1 words suggesting the singular include the plural, and vice versa;

- 1.2.2 words suggesting any gender include all other genders;
- 1.2.3 headings used in this Agreement are for ease of reference only and will not affect the interpretation of this Agreement;
- 1.2.4 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;
- 1.2.5 use of the words 'includes' or 'including' (and their derivatives) means includes or including, without limitation;
- 1.2.6 a reference to any body is:
  - (a) if that body is replaced by another organization, deemed to refer to that organization; and
  - (b) if that body ceases to exist, deemed to refer to the organization which most nearly or substantially serves the same purposes as that body;
- 1.2.7 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument, or as contained in any subsequent enactment thereof;
- 1.2.8 references to Clauses, Parts, Schedules and Sections are to clauses, parts and sections of, and schedules to this Agreement;
- 1.2.9 references to a person or entity shall include references to individuals, bodies, corporate entities, unincorporated associations, partnerships and any other entity having legal capacity;
- 1.2.10 references to a party or the parties is a reference to either or both of Ground Handler and Amadeus (or either of their permitted successors or assigns) as the context requires; and
- 1.2.11 to the extent that any inconsistency arises between the Clauses of the main body of this Agreement (i.e. excluding the Schedules to this Agreement) and Schedules to this Agreement, the Clauses shall prevail to the extent necessary



to resolve such inconsistency (except that the provisions of schedule 10 (Amadeus Network Services)).

## **2. PROVISION OF SERVICES AND ACCESS TO THE AMADEUS PLATFORM**

- 2.1 Amadeus shall provide the Implementation Services.
- 2.2 The Ground Handler shall perform its obligations pursuant to schedule 2 (Implementation Services).
- 2.3 Amadeus:
  - 2.3.1 grants to the Ground Handler and the Authorised Users a non-transferable, non-sub-licensable, non-exclusive right during the Term to access and use the Ongoing Services using any Terminal Equipment and Software from the Locations for the sole purpose of providing groundhandling services to Groundhandled Airlines, subject to and in accordance with the terms and conditions of this Agreement; and
  - 2.3.2 shall provide the Amadeus Network Services; and
  - 2.3.3 shall provide other services as the parties may agree in writing as a variation or supplement to this Agreement in accordance with the Change Control Procedure.
- 2.4 Amadeus shall provide the Services with reasonable care and skill.
- 2.5 Except as otherwise expressly provided in this Agreement, and except for any implied warranties or terms that cannot be excluded by law, neither party makes any representations, covenants, conditions or warranties to the other, whether express or implied, including warranties of title or implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error or bug-free or uninterrupted operation.

## **3. USE OF AMADEUS PLATFORM**

- 3.1 The Ground Handler undertakes, and shall procure that each Authorised User undertakes:
  - 3.1.1 not to access or use the Amadeus Platform or the Services other than in accordance with the instructions or directions notified by Amadeus to the Ground Handler from time to time, and not to access or use the Amadeus Platform or the Services in any way which damages or disrupts or may damage or

disrupt the same;

- 3.1.2 except where expressly permitted by Amadeus, not to access or use (or attempt to access or use) any data stored on the Amadeus Platform which relates to Amadeus or any person other than the Ground Handler or the Groundhandled Airlines and not to modify, interfere with or update (or attempt to modify, interfere with or update) any such data;
- 3.1.3 not to download, disassemble, decompile, reverse engineer or in any manner decode, modify or interfere with any software, source code, object code or program data forming part of the Amadeus Platform or the Services or operated by or in connection with any of Amadeus Platform or the Services and not to attempt to do any of the above;
- 3.1.4 to access and use Amadeus Platform for its own internal purposes only in connection with its carrying out of its business as a ground handling agent (except as otherwise expressly provided for in this Agreement);
- 3.1.5 to use only the Terminal Equipment and Software to access and use the Amadeus Platform and the Services;
- 3.1.6 except where expressly permitted by Amadeus under this Agreement, not to make the Amadeus Platform available to any person other than the Ground Handler's employees or agents or contractors previously approved by Amadeus, in accordance with Clause 16 and as specified in schedule 6 (Authorised Users), and not to use the Amadeus Platform on behalf of or for the benefit of any third party;
- 3.1.7 not to make or attempt to make any alterations to the Amadeus Platform (nor to permit any third party to do so); and
- 3.1.8 except where expressly permitted by Amadeus under this Agreement, not to use the Amadeus Platform to provide services to third parties other than the Groundhandled Airlines.
- 3.2 Amadeus may immediately suspend the Services and/or Ground Handler's and/or the Authorised Users' access to the Services to the Ground Handler where Amadeus believes that:
  - 3.2.1 the Ground Handler or any Authorised User is in breach of any of its obligations under Clause 3.1;

- 3.2.2 the Ground Handler's or any Authorised User's accessing or use of any of the Services is in any way interrupting, damaging or disrupting, or threatens to interrupt, damage or disrupt, the operation of the Amadeus Platform; or
  - 3.2.3 Amadeus detects a problem originating from Ground Handler, Authorised Users', Groundhandled Airlines', network providers', or any third party systems or users, with an actual or probable (in the reasonable opinion of Amadeus) detrimental impact on the Amadeus Platform (including technical problems, damage, interruption and/or degradation to the Amadeus Platform and/or other impacts which negatively affect the provision of services to other users, and/or result in inefficient or improper use of the Amadeus Platform) relating to the Services or network; or
  - 3.2.4 Amadeus is notified by a government regulatory authority that Amadeus is (or may be) in breach of a privacy regulation.
- 3.3 If Amadeus exercises its right to suspend the Ground Handler's and/or the Authorised Users' access to the Services in accordance with Clause 3.2:
- 3.3.1 the right granted to the Ground Handler and the relevant Authorised Users to access and use the Services under Clause 2 will automatically be suspended until such time as Amadeus in its absolute discretion is satisfied that it is safe to reconnect the Ground Handler and that the Ground Handler has brought to an end any breach of its obligations under Clause 3.1 or the circumstances referred to in Clause 3.2.2 (as applicable);
  - 3.3.2 the Ground Handler shall continue to be liable for the Charges during such suspension; and
  - 3.3.3 Amadeus shall have no liability to the Ground Handler for any losses, claims, damages, fees, liabilities, costs or expenses suffered by the Ground Handler or any other person by reason of the exercise of such right which shall constitute a Savings Event.

#### **4. OPERATION OF THE SERVICES**

- 4.1 Subject to Clause 4.2, and provided the Ground Handler uses the Services in accordance with all directions and instructions given to the Ground Handler, Amadeus will take reasonable steps to ensure the

availability of Services to the Ground Handler. Amadeus' sole obligation, and the Ground Handler's sole remedy, if the Services are not available shall be for Amadeus to provide the Operating Services set out in section 3 of Part 3 of schedule 4 (Systems and Services).

- 4.2 Amadeus may modify the functionality of the Services from time to time, provided that it does not materially reduce the functionality of the Services.
- 4.3 The Ground Handler shall provide, and shall ensure that each of its employees, agents and contractors provides, Amadeus with such assistance and co-operation as Amadeus may reasonably request in connection with the Services.
- 4.4 The Ground Handler shall provide Amadeus with such data and information reasonably requested by Amadeus to enable the Ground Handler to use the Services and for Amadeus to operate the Services, in such format and by such times as reasonably specified by Amadeus. The Ground Handler shall be responsible for ensuring that all such data and information is accurate, up to date and complete.

#### **5. MAINTENANCE AND MANAGEMENT OF SERVICES**

- 5.1 The Ground Handler will notify Amadeus as soon as it becomes aware of any fault, error or operating difficulty relating to any part of the Services.
- 5.2 The Ground Handler accepts that the availability and operation of the Services may be interrupted as a result of factors which may affect the communications network and/or the Services, including without limitation planned or unplanned downtime or failure of third party connections and links or termination of any third party software licences granted to Amadeus.
- 5.3 Where for any reason Amadeus interrupts or suspends the Ground Handler's access to the Services in accordance with this Clause 5, it will use reasonable endeavours to recommence that access as soon as reasonably practicable and to keep the Ground Handler informed of the estimated duration of such interruption or suspension.
- 5.4 Amadeus may from time to time invite the Ground Handler to attend meetings with the other users of the Services to discuss issues arising in connection with the operation of the Services and possible enhancements to the Services.

## 6. OPTIONAL GROUND HANDLER MODIFICATIONS

- 6.1 The Ground Handler may request modifications or enhancements to the Ongoing Services. Where Amadeus agrees to undertake any such modifications or enhancements, Amadeus and the Ground Handler shall, in a written amendment to this Agreement, agree the terms upon which such modifications or enhancements will be developed and implemented and the terms upon which they will be made available to the Ground Handler, including any fees payable by the Ground Handler in respect of the development and maintenance of such modifications or enhancements (including periodic maintenance and support charges that are payable on an ongoing basis).
- 6.2 Where Amadeus makes the modifications or enhancements referred to in Clause 6.1 available to all other Ongoing Services users, no maintenance and support charges shall be payable by the Ground Handler in respect of such modifications or enhancements.

## 7. TERMINAL EQUIPMENT

- 7.1 The Ground Handler will ensure that the Locations are properly configured as required to access the Ongoing Services and the Terminal Equipment and connection of the Terminal Equipment will operate with and will interface with the Amadeus Platform.
- 7.2 The Ground Handler shall obtain all necessary licences to use the Software and Terminal Equipment and, if requested, will provide Amadeus with copies of all such licences.

## 8. PERSONAL DATA

- 8.1 In the provision of the Services, Amadeus shall process Personal Data on behalf of Ground Handler. This Processing includes such activities as specified in the Service descriptions under this Agreement. Under this Agreement, Ground Handler remains responsible for the compliance with provisions of Data Protection Legislation.
- 8.2 Amadeus shall only Process Personal Data in accordance with the Instructions of Ground Handler, except to the extent that any applicable Law prevents Amadeus from complying with such Instructions or requires the Processing of Personal Data other than as instructed by Ground Handler. Ground Handler acknowledges that in the provision of the Services, Amadeus may transfer Personal Data to locations outside the European Economic Area in accordance with applicable Data Protection Legislation.

- 8.3 Amadeus shall ensure that any personnel authorised by Amadeus to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data;

- 8.4 Amadeus shall ensure that any Processing of Personal Data is subject to appropriate technical and organisational measures against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with applicable Data Protection Legislation applicable to Amadeus.

- 8.5 Subcontractors

- 8.5.1 Amadeus shall inform Ground Handler of the Data Processing Subcontractors used in the Processing of Personal Data as at the Commencement Date of this Agreement. Amadeus shall inform Ground Handler of any changes to the Data Processing Subcontractors used in Processing of Personal Data made after the Commencement Date of this Agreement. Where Amadeus engage any Data Processing Subcontractors, it shall impose the Personal Data Processing obligations set out in this Clause on such Data Processing Subcontractors. Ground Handler hereby grants Amadeus a general written authorisation to engage Data Processing Subcontractor in the Processing of Personal Data in accordance with the provisions set out in this Clause 8.

- 8.5.2 If Ground Handler, after having received notice in accordance with Clause 8.5.1 above

- (i) acting reasonably, objects to the use of a Data Processing Subcontractor, on the basis that such use would present a significant risk that Data Subjects' rights and freedoms would be adversely affected by the use of the said Data Processing Subcontractor; and
- (ii) Ground Handler notifies Amadeus promptly in writing within fourteen (14) calendar days after receipt of Amadeus notice in accordance with Clause 8.5.1 above providing details of the evidence of such grounds;



Amadeus shall use reasonable endeavours to resolve the reasons for Ground Handler's objections or to procure use of a different Data Processing Subcontractor.

- 8.6 If Amadeus is unable to or fails to resolve the reasons for Ground Handler's objections or to procure use of a different Data Processing Subcontractor within a reasonable period of time, Ground Handler may terminate the Services which cannot be provided by Amadeus without the use of the Data Processing Subcontractor to which Groundhandler objects by providing written notice to Amadeus, provided Ground Handler will not be entitled to claim damages in respect such termination.
- 8.7 Amadeus shall inform Ground Handler of any requests or queries from a Data Subject, regulatory authority or any other law enforcement authority regarding Processing of Personal Data under this Agreement and provide Ground Handler with any information and assistance (at Ground Handler's cost) that may reasonably be required to respond to any such requests of queries.
- 8.8 Amadeus shall provide reasonable assistance to Ground Handler (at Ground Handler's cost) in respect of the Ground Handler's compliance with Articles 32 – 36 of the GDPR, taking into account the nature of the Processing undertaken by Amadeus and the information available to Amadeus.
- 8.9 Amadeus shall at the choice of Ground Handler, delete or return all Personal Data to the Ground Handler after the end of the provision of the Services relating to Processing unless Amadeus is required to retain the Personal Data by applicable Law.
- 8.10 Amadeus shall notify Ground Handler without undue delay on becoming aware of a Personal Data Breach; and
- 8.11 Amadeus shall make available to Ground Handler information reasonably necessary to demonstrate compliance with Amadeus' Personal Data Processing obligations under this Agreement.
- 8.12 The Ground Handler agrees and acknowledges that Amadeus' obligations to each Altéa DCS Hosted Airline in respect of their Personal Data are set out in its agreement with such Altéa DCS Hosted Airline and, accordingly, obligations pursuant to this Clause 8 do not apply to Altéa DCS Hosted Airline Personal Data but to Non Altéa DCS Hosted Airline Personal Data.

- 8.13 The Ground Handler warrants, represents and undertakes that it has all necessary consents, approvals or licences to:

- 8.13.1 make Personal Data available to Amadeus for the purposes of this Agreement and for Amadeus to process Personal Data as envisaged in this Agreement;
- 8.13.2 permit the Ground Handler and each Authorised User to access Personal Data using the Amadeus Platform as envisaged in this Agreement; and
- 8.13.3 to permit Amadeus and its Data Processing Subcontractors to transfer Personal Data to locations outside the European Economic Area as necessary for the performance of the Services as envisaged in this Agreement in accordance with applicable Data Protection Legislation.

- 8.14 A Claim by a party may relate to both:

- 8.14.1 Personal Data and/or Groundhandled Airline Data (the subject of this Clause 8 (in the case of the Personal Data) and Clause 11 (in the case of the Groundhandled Airline Data)); and

- 8.14.2 Confidential Information (the subject of Clause 15),

(a "Dual Faceted Claim"). The parties do not intend that a party making a Dual Faceted Claim can avoid limits or exclusions otherwise applicable to the claim under Clause 13 by framing the Claim as a breach of Clause 15 to the extent that it relates to a breach of this Clause 8. Accordingly, to the extent that the Dual Faceted Claim relates to a breach of this Clause 8 it shall be subject to the limits and exclusions set out in Clause 13 for such breach.

## 9. SAVINGS EVENTS

- 9.1 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 if and to the extent that such Amadeus non-performance or delayed performance is caused by (each a "Savings Event"):
- 9.1.1 the wrongful or tortious actions or omissions (including willful and negligent misconduct) of the Ground Handler, or any end-user, customer or any subcontractor, supplier, agent or employee of the Ground Handler;

- 9.1.2 the failure of the Ground Handler to comply with its obligations under this Agreement; or
- 9.1.3 any other circumstances expressly set out in this Agreement as giving rise to the application of this Clause 9.
- 9.2 On becoming aware of any Savings Event to which the provisions of Clause 9.1 apply, Amadeus shall (where reasonably practicable):
  - 9.2.1 notify the Ground Handler of such Savings Event and the impact of such Savings Event on Amadeus' ability to perform, or delay in performing, its obligations under this Agreement under such circumstances;
  - 9.2.2 allow Ground Handler a reasonable period within which it may correct such Savings Event; and
  - 9.2.3 use reasonable endeavours to avoid or mitigate the impact of such event, provided that Amadeus shall not be required to incur additional costs or apply additional resources unless Ground Handler agrees in writing to reimburse Amadeus for such costs or resources.
- 9.3 If Amadeus incurs costs in connection with any Savings Event (including any costs incurred in avoiding or mitigating the impact of the Savings Event), it may charge such costs to Ground Handler on a time and materials basis.

## 10. CHARGES AND PAYMENT TERMS

- 10.1 For the provision of the Services by Amadeus to the Ground Handler pursuant to this Agreement, the Ground Handler shall pay Amadeus the Charges as defined and set out in schedule 5 (Charges) in accordance with this Clause 10.
- 10.2 Except as expressly stated to the contrary in this Agreement, the Ground Handler shall pay the Charges at the rates set out in this Agreement unless and until the Charges are adjusted by Amadeus in accordance with the provisions of schedule 5 (Charges).
- 10.3 The Charges per Man-day (set out in schedule 5 (Charges), as amended in accordance with this Clause 10) for Amadeus personnel apply to a working and/or travelling day of eight (8) hours. In the event that a period of more or less than eight (8) hours is worked and/or travelled in any one day, then the Man-day charge shall be pro-rated accordingly, subject to a minimum charge of half a Man-day and

minimum half day increments.

- 10.4 Unless otherwise agreed in writing between the parties, all sums payable under or in connection with this Agreement (including damages) shall be paid in Euros. All such payments will be made, where the Ground Handler is or as soon as Ground Handler becomes a member of the IATA Clearing House, via the Amadeus account with the IATA Clearing House. Where the Ground Handler is not a member of the IATA Clearing House, payment shall be due by electronic funds transfer within thirty (30) (unless otherwise provided in Schedule 5 (Charges)) days of the Ground Handler's receipt of the Amadeus invoice using the bank details below.

For non-IATA payments the following bank details apply:



- 10.5 The Charges and all other sums payable hereunder are exclusive of Value Added Tax and all other taxes or duties which may be levied or based upon the Charges and other sums payable or any part thereof. Value Added Tax and all other taxes and duties (including, without limitation, import/export tax, excise duty, stamp duty or withholding tax) whether imposed by the UK government or any other government body shall be paid by the Ground Handler as additional charges hereunder. The Charges and any other amounts payable by the Ground Handler under this Agreement shall not be reduced by the amount of such taxes and duties. If any withholding tax is payable in any country in connection with this Agreement, the Ground Handler undertakes to pay an additional sum so that the amount received by Amadeus shall be equal to the amount that would have been received by Amadeus if withholding tax had not been payable. The parties will co-operate in good faith to obtain the benefit of any double taxation treaty relevant to this Agreement.
- 10.6 If a party liable to pay any sums under this Agreement shall fail to pay such sums on the due date, that party shall pay interest on the amount remaining unpaid. Such interest shall be chargeable at an annual

interest rate of a three (3) months EURIBOR rate plus three (3) per cent, compounded monthly, subject to anything to the contrary in the IATA Clearing House rules where payments are made or required to be made through the IATA Clearing House pursuant to this Clause 10.

- 10.7 Amadeus may charge the Ground Handler expenses in accordance with its standard expenses policy. Any expenses incurred while travelling and the time incurred travelling will be charged on the above basis or the Man-day rate as applicable.
- 10.8 The Ground Handler shall promptly provide Amadeus with any data or information that Amadeus requests to enable Amadeus to calculate the Charges.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 The Ground Handler agrees and acknowledges that all Intellectual Property Rights in or relating to the Amadeus Platform (including in any documentation relating to the Amadeus Platform) and the Services shall remain vested in Amadeus and are not and will not in any circumstances be transferred to the Ground Handler.
- 11.2 To the extent that the Ground Handler owns any of the Intellectual Property Rights referred to in Clause 11.1 by operation of law, the Ground Handler hereby assigns, with full title guarantee (by way of present assignment of present and future rights), to Amadeus all of such Intellectual Property Rights free from any encumbrances and agrees to duly execute all such documentation or legal or other instruments and to perform all such acts within its control as may be necessary to give effect to such assignment at its own cost.
- 11.3 Amadeus agrees and acknowledges that, as between the parties, all Intellectual Property Rights in or relating to the Groundhandled Airline Data are not and will not in any circumstances be transferred to Amadeus. Ground Handler grants a non-exclusive, royalty-free, worldwide sub-licence during the Term to Amadeus and its employees, agents or contractors to use the Groundhandled Airline Data for the purpose of performing its obligations under this Agreement. Ground Handler:
  - 11.3.1 warrants that Amadeus', its employees', agents' or contractors' use of the Groundhandled Airline Data in accordance with this Agreement will not infringe the Intellectual Property Rights owned by a third party. Amadeus agrees that its sole and

exclusive remedy for Ground Handler's breach of the foregoing warranty shall be to be indemnified pursuant to Clause 11.5; and

- 11.3.2 warrants, represents and undertakes that it has all necessary consents, approvals or licences to (i) make Groundhandled Airline Data available to Amadeus for the purposes of this Agreement and for Amadeus to process the Groundhandled Airline Data as envisaged in this Agreement, and (ii) permit the Ground Handler and each Authorised User to access Groundhandled Airline Data as envisaged in this Agreement. The Ground Handler shall provide evidence of such consents, approvals or licences to Amadeus upon request. The Ground Handler agrees and acknowledges that Amadeus will only grant the Ground Handler access to Groundhandled Airline Data to the extent that Amadeus is instructed by the relevant Altéa DCS Hosted Airlines to do so. Where Altéa DCS Hosted Airlines restrict access to such Groundhandled Airline Data or where the Ground Handler fails to procure all necessary consents, approvals or licences for the processing of, and its and each Authorised User's access to, Groundhandled Airline Data, this shall give rise to a Savings Event to the extent of any impact on Amadeus' ability to provide the Services or to comply with this Agreement.
- 11.4 Amadeus warrants that the Ground Handler's use of the Amadeus Platform in accordance with this Agreement will not infringe the Intellectual Property Rights owned by a third party. Amadeus gives no warranty that the Ground Handler's use of the Software or Terminal Equipment will not infringe the Intellectual Property Rights of any third party and Amadeus will have no liability whatsoever to the Ground Handler in the event of any such infringement. The Ground Handler agrees that its sole and exclusive remedy for Amadeus' breach of the foregoing warranty shall be to be indemnified pursuant to Clause 11.5.
- 11.5 Each party (the "Indemnitor") shall indemnify the other party (the "Indemnitee") and keep the Indemnitee and its Affiliates indemnified against all losses, actions, proceedings, demands, costs, charges, expenses (including reasonable legal fees) or liabilities actually incurred by the Indemnitee as a result of any third party claim against the Indemnitee that the Indemnitee's use of materials licensed to it by the Indemnitor in accordance with this Agreement infringes that third

party's Intellectual Property Rights ("IPR Claim").

11.6 The Indemnitor shall have no liability under the warranty in Clause 11.3 or 11.4 (as applicable) or the indemnity granted in Clause 11.5 to the extent that any IPR Claim arises as a result of:

11.6.1 modifications made to the relevant materials by the Indemnitee or its sub-contractors;

11.6.2 the Indemnitee's combination of the relevant materials with other items;

11.6.3 a breach of this Agreement by the Indemnitee;

11.6.4 failure of the Indemnitee immediately to use corrections or modifications provided by the Indemnitor offering equivalent features and functionality (except where the correction or modification provided by the Indemnitor does not relate to such failure); or

11.6.5 modifications made on the request of the Indemnitee.

11.7 As a part or full alternative to indemnifying the Ground Handler in accordance with Clause 11.5 (including where such amounts are recovered as the remedy for a breach of the warranty in Clause 11.4), Amadeus may, in its sole discretion, perform one or more of the following to minimize or eliminate the disturbance to Ground Handler's business activities, if it becomes aware of any IPR Claim:

11.7.1 obtain for Ground Handler the right to continue using any infringing items or Services as provided for under this Agreement; or

11.7.2 modify the item(s) or Service in question so that it is no longer infringing, and Ground Handler shall implement any such modifications immediately; or

11.7.3 replace such item(s) or Service with a non-infringing replacement item or service without loss of functionality, and Ground Handler shall implement any such replacements immediately; or

11.7.4 if, having taken the action referred to in one or more of Clauses 11.7.1, 11.7.2 or 11.7.3, the infringement has not been brought to an end, cease to provide the affected infringing items or Services (or require the Ground Handler to cease such

use), and any amounts recoverable pursuant to the indemnity set out in Clause 11.5 (including where such amounts are recovered as the remedy for a breach of the warranty in Clause 11.4) shall be reduced to the extent that such amounts are reduced as a result of any of the above actions by Amadeus. If the right in this Clause 11.7.4 is exercised and this has a material adverse impact on the Services, Amadeus shall pay a reasonable refund to the Ground Handler.

11.8 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AMADEUS IS HEREBY AUTHORIZED TO PROCESS GROUNDHANDLED AIRLINE DATA WITH AMADEUS AIRPORT MANAGEMENT SYSTEM THAT MIGHT BE USED BY AIRPORT OPERATING COMPANIES, FOR THEIR OPERATIONAL PURPOSES, PROVIDED THAT SUCH DATA DOES NOT CONTAIN ANY PERSONAL DATA.

11.9 Notwithstanding the foregoing, Amadeus and/or its Affiliates may gather, compile, commingle, and use Groundhandled Airline Data for aggregate statistical or analytical purposes and/or for evaluation of its provision and the use of the Services. Such aggregate data may be used by Amadeus for financial, accounting, product optimization, customer support, and other internal business purposes. Aggregate or derivative data and information may be used by Amadeus as input for business intelligence solutions sold to third parties, provided that such data and solutions do not contain any Personal Data and do not directly or indirectly identify Ground Handler. Amadeus and its Affiliates shall have all rights to those aggregated or derivative data and business intelligence solutions.

## 12. TERM AND TERMINATION

12.1 The term of this Agreement shall commence on the Commencement Date and shall continue in force for the Initial Term, unless it is terminated earlier in accordance with its terms.

12.2 If this Agreement is terminated before the expiry of the Initial Term, then any applicable minimum charges shall be pro-rated over the same period.

12.3 Either party may terminate this Agreement at any time immediately upon written notice to the other if:

12.3.1 there is a material breach by the other of any term or condition of this Agreement which is incapable of remedy or which, if

capable of remedy, is not remedied within thirty (30) Business Days following receipt of a written notice from the other party specifying the breach and requiring the same to be remedied;

- 12.3.2 the other party is late in making any payment due in accordance with this Agreement and fails to make such payment within thirty (30) Business Days of receipt of a written notice requiring that payment be made or fails to make such payment in accordance with the IATA Clearing House rules, where, pursuant to this Agreement, the payment is subject to such rules;
  - 12.3.3 the other party makes any arrangement or composition with or for the benefit of its creditors;
  - 12.3.4 the other party ceases to carry on business or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 (or any subsequent provision, Act or regulations replacing or amending the same) or any provision of any similar laws existing in any country other than the UK);
  - 12.3.5 a petition or resolution for the making of an administration order, the winding-up, or dissolution of the other party (other than for the purposes of reconstruction or amalgamation of a solvent company) is presented or passed;
  - 12.3.6 a liquidator, receiver, administrator, or administrative receiver takes possession of or is appointed over the whole or any substantial part of the assets of the other party;
  - 12.3.7 any action is taken or procedure is commenced in any jurisdiction by or in relation to the other party which is similar to or analogous with any action or procedure mentioned above in this Clause 12.3;
  - 12.3.8 it is entitled to do so in accordance with Clause 3.2;
  - 12.3.9 it is entitled to do so in accordance with Clause 11.7.4; or
  - 12.3.10 it is entitled to do so in accordance with Clause 18.9.3.
- 12.4 In the event of termination of this Agreement:
- 12.4.1 save as otherwise provided all rights, licences and obligations of each party under this Agreement shall automatically terminate;

12.4.2 each party shall forthwith return to the other all property of the other party then in its possession;

12.4.3 the Ground Handler shall pay all Charges outstanding up to and including the date of termination of this Agreement within thirty (30) Business Days of such termination;

12.4.4 if the Ground Handler so requests, Amadeus will provide the Ground Handler with a copy in electronic form of the Groundhandled Airline Data stored on the Amadeus Platform as at the date of termination, provided that the Ground Handler pays in advance for all costs and expenses which may be incurred by Amadeus in making such a copy available to the Ground Handler. The Ground Handler shall have one (1) month prior to the date of termination of this Agreement to request a copy of such Groundhandled Airline Data. If the Ground Handler does not make such a request within that period, or following the provision of such data to the Ground Handler, Amadeus shall be entitled to delete all such data forthwith without notice to the Ground Handler.

12.5 Save where expressly provided to the contrary, termination of this Agreement shall:

12.5.1 be without prejudice to any other remedy either party may have against the other for breach of any of the provisions of this Agreement;

12.5.2 be subject to the continuing validity of any provisions of this Agreement which apply notwithstanding termination of this Agreement and the following clauses and schedules shall remain in full force and effect:- Clauses 8 (Personal Data), 10 (Charges and Payment), 11 (Intellectual Property Rights) and Clause 12.4 and 12.5 (Term and Termination), 13 (Liability and Remedies), 14 (Assignment and Subcontracting), 15 (Confidentiality), 18 (General) and schedule 5 (Charges); and

12.5.3 not affect any accrued rights or liabilities of either party.

### 13. LIABILITY AND REMEDIES

13.1 Nothing in this Agreement shall exclude or limit the liability of either party (or its Affiliates):

13.1.1 for fraud;



- 13.1.2 for death or personal injury caused by the negligence of such party;
  - 13.1.3 to the extent that such liability may not be limited or excluded by law; or
  - 13.1.4 in the case of the Ground Handler's liability, to pay Charges when due pursuant to this Agreement.
- 13.2 Each of the parties agrees and acknowledges that:
- 13.2.1 the warranties in Clauses 11.3 and 11.4 and the indemnity in Clause 11.5 shall not be subject to the cap on its liability set out in Clause 13.3, except to the extent that each of them relates to claims relating to patent infringement (which shall be subject to such cap);
  - 13.2.2 its liability pursuant to Clauses 8.13, 3 (Personal Data), 11.3 (Intellectual Property Rights), 15 (Confidentiality) and 16.3 (Third Party Links) shall not be subject to the cap on its liability set out in Clause 13.3; and
  - 13.2.3 its liability pursuant to the indemnities set out in Clauses 13.10 and/or 17 (Employee Provisions) and Section 1.2.6 of Part 3 of schedule 4 (Systems and Services) shall not be subject to the cap on its liability set out in Clause 13.3.
- 13.3 Subject to Clauses 13.1 and 13.2, the liability of each party (and its Affiliates) to the other party (or to its Affiliates, or any third party) in respect of all claims arising under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed in aggregate a sum equal to the Charges for Ongoing Services payable by Ground Handler under this Agreement in respect of the six (6) month period immediately preceding the date upon which the first cause of action arose ("**Cap**"). Without prejudice to the foregoing, the total liability to Amadeus for each development provided by Amadeus under this Agreement shall be limited to an individual Cap in the amount of the total Charges payable by Ground Handler to Amadeus for the Amadeus development effort.
- 13.4 Subject to Clause 13.1, a party (and its Affiliates) shall not 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 in contract, tort (including negligence) or otherwise:
- 13.4.1 indirect loss, incidental loss, collateral loss or consequential loss;
  - 13.4.2 exemplary, punitive or special damages;
  - 13.4.3 lost revenue, profits, contract business;
  - 13.4.4 lost anticipated savings;
  - 13.4.5 lost goodwill or reputation;
  - 13.4.6 loss of or damage to, and restitution of, records or data;
  - 13.4.7 except as expressly stated in this Agreement, third party claims for loss or damage or other compensation;
  - 13.4.8 damage to hull; and/or
  - 13.4.9 lost management time,
- even if such party (or its Affiliates) has been advised of the possibility of such damages or loss.
- 13.5 Subject to Clause 13.1, neither party (nor its Affiliates) may bring proceedings against the other (or its Affiliates) more than twelve (12) months after the cause of action (whether in contract, tort (including negligence), breach of statutory duty, contribution, or otherwise) arises.
- 13.6 If a party suffers losses in respect of which the other party is liable, (including any obligation to indemnify under this Agreement), the party suffering the losses must use reasonable endeavours to mitigate its loss, cost or expense it incurs in relation to any claim or other action (including under an indemnity) which would otherwise be recoverable pursuant to this Agreement from the other party.
- 13.7 At the request of either party (the "First Party"), the other party (the "Second Party") shall procure that its Affiliates execute all deeds and documents in favour of the First Party and its Affiliates to enable each of them to enforce the limitations and exclusions in this Agreement against the Second Party's Affiliates directly.
- 13.8 To the extent permitted by law, all terms, conditions, warranties or representations (save to the extent that any such representations have been fraudulently made) which are not expressly included in this Agreement but which may be implied into this Agreement by law (including without limitation in relation to warranties of title or implied

warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error or bug-free or uninterrupted operation), are expressly excluded.

13.9 The Ground Handler and Amadeus agree and acknowledge that they have freely and openly negotiated this Agreement, including the Charges, with the knowledge that the liability is to be limited in accordance with this Agreement (including this Clause 13).

13.10 Ground Handler shall indemnify, defend and hold Amadeus, its Affiliates and their respective officers, directors, employees, successors and assignees harmless from and against any costs, losses, damages, expenses (including legal fees) and/or claims or fines by a regulatory authority that may arise from or be claimed by any third party:

13.10.1 for death and/or personal injury and/or any property damage arising out of or in connection with any incident involving any aircraft operated by any Groundhandled Airline, except to the extent that such costs, losses, damages, expenses (including legal fees) and/or claims result from the fraud or wilful misconduct of Amadeus or its Affiliates; or

13.10.2 for loss, damage or other compensation (including for death and/or personal injury and/or any property damage) relating to the Amadeus Platform.

#### **14. ASSIGNMENT AND SUB-CONTRACTING**

14.1 All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective transferees, successors and permitted assigns. Subject to Clause 14.2, neither this Agreement nor the rights or obligations of either party under this Agreement may be assigned or otherwise transferred without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed; provided that Amadeus may assign this Agreement and its rights and obligations under this Agreement without the prior written consent of the Ground Handler to any of its Affiliates.

14.2 Amadeus shall be entitled to sub-contract the performance of any of its obligations or activities under this Agreement to any person or organisation without the consent of the Ground Handler provided that Amadeus will not be relieved of any of its obligations pursuant to this Agreement by virtue of the appointment of any sub-contractor.

#### **15. CONFIDENTIALITY**

15.1 Each party will retain ownership of all Confidential Information (and any copies thereof) disclosed to or acquired by the other party pursuant to this Agreement and may require the immediate return of such Confidential Information (and any copies thereof) at any time.

15.2 Each party will maintain the confidentiality of the other's Confidential Information and in particular will:

15.2.1 only use such information for the purposes of this Agreement;

15.2.2 only disclose such information to those of its employees or sub-contractors who need to know it for the purposes of, or as permitted under, this Agreement;

15.2.3 if it becomes aware of any misuse or unauthorised disclosure of any party's Confidential Information promptly notify that party and take all reasonable steps to prevent further misuse or unauthorised disclosure and to minimise the damage resulting therefrom.

15.3 Each party will be responsible for the compliance with this Clause 15 on the part of any of its employees or third persons to whom Confidential Information relating to the other party is imparted by it for the purposes of this Agreement.

15.4 The obligations set out in this Clause 15 will not apply to any information which:

15.4.1 is or comes into the public domain other than through any act or default of the receiving party;

15.4.2 the receiving party can prove by documentary evidence was already in its possession at the time of its receipt from the disclosing party and that the receiving party was free from any obligation of confidence or in respect of such information;

15.4.3 is subsequently disclosed to the receiving party by a person who did not acquire the information directly or indirectly from the disclosing party and that the receiving party was free from any obligation of confidence or in respect of such information;

15.4.4 the receiving party is obliged to disclose by applicable law or by order of a court of competent jurisdiction or by a governmental or regulatory body. The parties agree that

Ground Handler may publish this Agreement in good faith in the Central Registry of Contracts on [www.crz.gov.sk](http://www.crz.gov.sk) established at the Government Office of the Slovak Republic in accordance with its local applicable law.

- 15.5 Notwithstanding the foregoing, the Ground Handler agrees and acknowledges that Amadeus may without the Ground Handler's prior consent, publicly disclose that the Ground Handler (and all Authorised Users) are customers of Amadeus (e.g. in customer lists), details of the services provided to the Ground Handler (including which Components it and the Authorised Users use) and may use Ground Handler's, its Affiliates' and Authorised Users' brands and logos in connection with such disclosures.

## 16. THIRD PARTY LINKS

- 16.1 If the Ground Handler wishes to make available to a third party access to the Ongoing Services, it shall provide Amadeus with:
- 16.1.1 information as to the identity of the third party;
  - 16.1.2 the reason why access is required by the third party;
  - 16.1.3 and any other information which Amadeus reasonably requests.
- 16.2 Following receipt of all the information referred to in Clause 16.1, Amadeus shall in its absolute discretion decide if the third party shall become an Authorised User and, if so, the parties shall vary schedule 6 (Authorised Users) in accordance with the Change Control Procedure.
- 16.3 If Amadeus consents to making the Ongoing Services available to an Authorised User pursuant to this Clause 16, the Ground Handler shall be responsible for all acts and omissions of each Authorised User in relation to its access to or use of the Amadeus Platform as if they were its own, including without limitation any acts and/or omissions which are wilful or negligent. The Ground Handler shall indemnify Amadeus and its Affiliates and keep Amadeus and its Affiliates indemnified in respect of all losses, costs, claims, damages or expenses suffered or incurred by Amadeus as a result of:
- 16.3.1 any act or omission of any such Authorised User or its employees or agents;
  - 16.3.2 or any claim or allegation against Amadeus or its Affiliates by any Authorised User or Groundhandled Airline in relation to the

Amadeus Platform, the Services or this Agreement, except to the extent that they result from the fraud or wilful misconduct of Amadeus.

## 17. EMPLOYEE PROVISIONS

### 17.1 Ground Handler Indemnity

- 17.1.1 Subject to Clause 17.1.2, the Ground Handler shall indemnify Amadeus, any Amadeus Affiliate and any subcontractor and hold Amadeus, any Amadeus Affiliate and any subcontractor harmless against all and any costs, expenses, liabilities, damages and losses arising out of any claim, action or proceeding which arises or is alleged to arise or is made against Amadeus and/or any Amadeus Affiliate and/or any subcontractor by or in respect of any employee or former employee of the Ground Handler, any Ground Handler Affiliate or a Former Supplier as a result of the application of the Transfer Regulations in connection with the provision of the Services (including, without limitation, any claim, action or proceeding in relation to the dismissal of such person by Amadeus and/or any Amadeus Affiliate and/or any subcontractor).
- 17.1.2 If the contract of employment of any employee of the Ground Handler, any Ground Handler Affiliate or Former Supplier is found or alleged to have transferred to Amadeus, any Amadeus Affiliate or any subcontractor by virtue of the application of the Transfer Regulations in connection with the provision of the Services, Amadeus will notify the Ground Handler within fourteen (14) days of becoming aware of such finding or allegation and will terminate or procure the termination of such person's employment within twenty-eight (28) days after such notification. If Amadeus does not comply with this Clause 17.1.2 in respect of any such person, the Ground Handler shall not be required to indemnify Amadeus, any Amadeus Affiliate and any subcontractor in accordance with Clause 17.1.1 against any costs, expenses, liabilities, damages and losses arising out of any claim, action or proceeding by or in respect of such person.

### 17.2 Amadeus Indemnity

- 17.2.1 Subject to Clause 17.2.2, Amadeus shall indemnify the Ground

Handler, any Ground Handler Affiliate and any Successor Supplier and hold the Ground Handler, any Ground Handler Affiliate and any Successor Supplier harmless against all and any costs, expenses, liabilities, damages and losses arising out of any claim, action or proceeding which arises or is alleged to arise or is made against the Ground Handler, any Ground Handler Affiliate and/or any Successor Supplier by or in respect of any employee or former employee of Amadeus, any Amadeus Affiliate or any subcontractor as a result of the application of the Transfer Regulations in connection with the termination of the Agreement (including, without limitation, any claim, action or proceeding in relation to the dismissal of such person by the Ground Handler, any Ground Handler Affiliate and/or any Successor Supplier).

- 17.2.2 If the contract of employment of any employee of Amadeus, any Amadeus Affiliate or any subcontractor is found or alleged to have transferred to the Ground Handler, any Ground Handler Affiliate or Successor Supplier by virtue of the application of the Transfer Regulations in connection with the termination of the Agreement, the Ground Handler will notify Amadeus within fourteen (14) days of becoming aware of such finding or allegation and will terminate or procure the termination of such person's employment within twenty-eight (28) days after such notification. If the Ground Handler does not comply with this clause 17.2.2 in respect of any such person, Amadeus shall not be required to indemnify the Ground Handler, any Ground Handler Affiliate or Successor Supplier in accordance with Clause 17.2.1 against any costs, expenses, liabilities, damages and losses arising out of any claim, action or proceeding by or in respect of such person.

## 18. GENERAL

### 18.1 Entire Agreement

- 18.1.1 This Agreement constitutes the complete and exclusive statement of agreement and understanding between the parties in respect of its subject matter and supersedes and extinguishes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written with respect to the subject matter hereof.

- 18.1.2 The Ground Handler acknowledges and agrees that no representations were made prior to entering into this Agreement and that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any oral or written statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out or referred to in this Agreement and waives all rights and remedies which might otherwise be available to it in respect thereof.

- 18.1.3 The parties acknowledge and agree that any general terms and conditions of either party that are not included in, or incorporated by reference into, this Agreement shall be expressly excluded and shall not form part of this Agreement.

- 18.1.4 For the avoidance of doubt, nothing in this Agreement shall exclude or limit Amadeus' liability for fraudulent misrepresentations.

- 18.1.5 Without prejudice to the provisions of this Clause, the only remedy available to Ground Handler for breach of this Agreement shall be for breach of contract under and subject to the terms of this Agreement. The rights and remedies of the Ground Handler provided for in this Agreement are to the exclusion of all other rights and remedies at law.

- 18.2 This 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 Contract and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Contracts, administered by the Government Office of the Slovak Republic.

- 18.3 Modifications - This Agreement may not be varied or amended otherwise than by an instrument in writing signed by the duly authorised representatives of both parties, including pursuant to the Change Control Procedure.

- 18.4 Remedies - Except as expressly provided for under this Agreement, the rights and remedies provided for in this Agreement are to the exclusion of all other rights and remedies at law.

## 18.5 Governing Law and Arbitration

18.5.1 The Parties agree that their legal relations arising under this Agreement and in connection with its implementation shall be governed by the law of the Slovak Republic, even if one of the Parties is an entity with its registered office outside the Slovak Republic.

18.5.2 The courts of the Slovak Republic shall have jurisdiction to hear and determine any disputes arising out of this Agreement including disputes concerning its validity, interpretation and/or termination, and disputes concerning the interpretation and/or validity of the provisions of this Agreement.

## 18.6 Export Control and Sanctions Laws

Each party will comply with any Export Control and Sanctions Laws applicable to it.

If after the Commencement Date,

- the provision or use of the Services constitutes an actual or probable (in the reasonable opinion of Amadeus) breach of any Export Control and Sanctions Laws, applicable to Amadeus, its Affiliates and/or subcontractors, or
- any Groundhandled Airline becomes subject to restrictions of the Export Control and Sanctions Laws applicable to Amadeus, its Affiliates or subcontractors,

Amadeus shall have the right to suspend or prevent the provision of the affected Services to the Ground Handler's and/or any Authorised User (including suspend or prevent Ground Handler's authorisation to handle the impacted Groundhandled Airline) and this will constitute a Savings Event.

Ground Handler agrees that Export Control and Sanctions Laws govern the use of Services (including technical data), and Ground Handler agrees, and shall procure that each Authorised User agree, to comply with all such Export Control and Sanctions Laws (including "deemed export" and "deemed re-export" regulations). Ground Handler agrees, and shall procure that each Authorised User agrees, that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose

prohibited by these laws.

Ground Handler shall indemnify Amadeus against all losses, liabilities, costs and expenses suffered or incurred by Amadeus and its Affiliates in connection with Ground Handler's and/or any Authorised User's breach of Export Control and Sanctions Laws.

## 18.7 Non Waiver

18.7.1 There will be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving party.

18.7.2 No omission or delay by either party in exercising any of its rights will be treated as a waiver thereof, nor will any single or partial exercise of right preclude any other or further exercise thereof or any exercise of any other right. For the avoidance of doubt it is agreed that a waiver of a right on one occasion will not constitute a waiver of such right in the future.

## 18.8 Severability

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall to that extent be deemed not to form part of this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected. The parties agree that should any such term or provision or part thereof be invalid or unenforceable then they shall agree to amend such term of provision in such a way that, as amended, it is valid and enforceable and to the maximum extent possible carries out the original intent of the parties.

## 18.9 Force Majeure

18.9.1 In the event of any Force Majeure which delays, interferes with or causes the cessation of the performance by either party (and in case of Amadeus, its Affiliates and subcontractors) of its obligations thereunder, upon notice of Force Majeure being given in accordance with the provisions of Clause 18.9.2 below, the duty of the affected party to perform such obligations shall forthwith be suspended or limited (in so far as circumstance permit performance) until such Force Majeure shall have ceased.



18.9.2 If either party is affected by Force Majeure, it shall promptly notify, in writing, the other party of the nature and extent of the circumstances in question.

18.9.3 If by reason of the Force Majeure the fulfilment by a party of any of the provisions of this Agreement is delayed for a period exceeding one hundred and eighty (180) Business Days (such period to commence from the date when notice of Force Majeure is given), the other party hereto shall have the right to terminate this Agreement forthwith by written notice to the other first party.

#### 18.10 Notices

18.10.1 Any notices sent under this Agreement must be in writing and may be served by personal delivery or by sending the notice by registered post if sent from an address in the UK to another address in the UK and by air mail in all other cases or facsimile transmission at the address given above or at such other address as the relevant party may give for the purposes of service of notices under this Agreement and every such notice shall be deemed to have been served upon delivery if served by hand or at the expiration of three (3) Business Days after despatch of the same if posted by registered post in the UK to a destination in the UK or eight (8) Business Days in the case of all other notices posted internationally or at ten hours a.m. local time of the place of receipt on the next Business Day following despatch if sent by facsimile transmission.

18.10.2 To prove service of any notice it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted in the manner set out above. In the case of a notice given by facsimile transmission, it shall be sufficient to show that it was despatched in a legible and complete form to the correct number without any error message provided that a confirmation copy of the transmission is sent to the recipient by registered post or air mail post in the manner set out above. Failure to send a confirmation copy will invalidate the service of any facsimile transmission.

18.10.3 The Parties agree to deliver documents containing legally

significant facts under this Agreement to each other by post, in the form of a registered mail. For the purposes of this Agreement, a document containing legally significant facts shall be limited to a withdrawal from the Agreement, a notice of termination based on the termination provisions permitted and set forth in Clause 12.3 and 12.4 of this Agreement.

18.11 No Partnership - Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties or confer on any party any authority to bind the other party or to contract in the name of the other party or to incur any liability or obligation on behalf of the other party.

18.12 Costs - Each party shall bear its own costs, legal fees and other expenses incurred in connection with the preparation and execution of this Agreement.

18.13 Further Assurance - Each party shall, as and when requested by the other party do all acts and execute all documents as may be reasonably necessary to give effect to the provisions of this Agreement.

#### 18.14 Third Party Beneficiaries

18.14.1 This Agreement does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except that, subject to Clause 18.14.2, the rights and benefits under Clause 18.14.2 may be enforced by Affiliates of Amadeus (in addition to Amadeus) and the Ground Handler's Affiliates (in addition to the Ground Handler) together with the Ground Handler's Successor Supplier and Amadeus sub-contractors (collectively, the "Third Party Beneficiaries"), and the parties agree that:

- (a) no consent from any of the Third Party Beneficiaries is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties);
- (b) any limitation or exclusion of Amadeus' and/or its Affiliates' liability shall also be deemed to apply to limit their liability to the Third Party Beneficiaries;

- (c) in all cases, the total liability limits of a party provided for under this Agreement shall not be increased by virtue of the enforcement of any third party rights against it; and
- (d) for the purpose of Clause 18.14.3:
- (e) each party's Affiliates shall be its Third Party Beneficiaries;
- (f) each Successor Supplier shall be a Third Party Beneficiary of the Ground Handler and each sub-contractor of Amadeus shall be a Third Party Beneficiary of Amadeus.

18.14.2 Subject to Clause 18.14.3, the following rights and benefits are enforceable by the Third Party Beneficiaries in addition to the parties as further described below:

- (a) any limitation or exclusion of liability in favour of a party under this Agreement is also given for the benefit of its Affiliates;
- (b) the right of the parties to have Confidential Information kept confidential is also given for the benefit of its Affiliates;
- (c) any other rights or benefits expressly conferred by this Agreement on the Third Party Beneficiaries are given for the benefit of those entities.

18.14.3 Each party ("recovering party") shall procure that where its Third Party Beneficiaries enforce their third party rights under this Agreement by making a claim (rather than enforcing their third party rights to benefit from the limitations or exclusions of liability in their favour in defence to a claim) against the other party (or otherwise make a claim against the other party under or in connection with this Agreement or the Services), they shall do so through the recovering party (such Third Party Beneficiaries may not make such a claim directly against the other party for the enforcement of such third party rights or otherwise under or in connection with this Agreement or the Services) and, at the request of the recovering party, the other party shall execute all deeds or other documents to enable the recovering party to enforce such rights on behalf of the

relevant Third Party Beneficiaries

#### 18.15 Counterparts

This Agreement is made in 4 (four) counterparts, two for each contractual party. Any amendment to or modification of this Agreement is subject to mutual agreement of both contractual party in the form of written and duly numbered appendices to this Agreement.

## **SCHEDULE 1 – EQUIPMENT**

and shall charge any Amadeus costs on a Time and Materials basis, in accordance with the Man-day Rates set out in the Agreement.

### **1. CUTE ENVIRONMENT**

- 1.1 The Amadeus Platform is a fully CUTE certified solution. It is certified by the following CUTE providers: SITA, ARINC, RESA and ULTRA. Running within these CUTE environments, Flight Management and Customer Management Components of The Amadeus Platform are also certified as able to connect to CUTE certified equipment and devices.

### **2. TERMINAL EQUIPMENT AND SOFTWARE LIST**

- 2.1 Amadeus will, on request by the Ground Handler, supply a list of Terminal Equipment and Software that have been certified by Amadeus for connection to Amadeus Platform (the "Terminal Equipment and Software List"). The Terminal Equipment and Software List may be revised by Amadeus from time to time.
- 2.2 Unless otherwise approved by Amadeus in accordance with section 3.1 of this schedule 1, the Ground Handler may only connect the Amadeus Platform to Terminal Equipment and Software that are included in the Terminal Equipment and Software List referred to in section 2.1 of this schedule 1.

### **3. CONNECTION OF NON-STANDARD TERMINAL EQUIPMENT AND SOFTWARE**

- 3.1 If the Ground Handler requests connection of any Terminal Equipment and/or Software not in the Terminal Equipment and Software List, Amadeus in its sole discretion may approve the connection of such additional Terminal Equipment and/or Software or not, as the case may be.
- 3.2 The approval referred to in section 3.1 above, if given, will be contingent upon successful certification of the Terminal Equipment and Software by Amadeus and may be withdrawn by Amadeus if its standard requirements in relation to the Terminal Equipment and Software to which Amadeus Platform may be connected change following the date on which the relevant approval is given.

### **4. CERTIFICATION/RE-CERTIFICATION OF CUTE AND NON-CUTE EQUIPMENT**

- 4.1 Amadeus shall pass through to the Ground Handler the certifier's costs

## SCHEDULE 2 – IMPLEMENTATION SERVICES

### 1. HIGH LEVEL PLAN AND MILESTONES

#### 1.1 Implementation Plans

- 1.1.1 The high level implementation plan set out in Appendix 1 to this schedule 2 (Implementation Services) (the “High Level Implementation Plan”) defines the major milestones that must be met during the Implementation Project (as defined in section 1.2 of this schedule 2 (Implementation Services)) (“Milestones”).
- 1.1.2 Following the “Implementation Project Kick-Off” Milestone or Commencement Date, whichever is earlier, and contingent on the scoping and implementation questionnaires being completed by the Ground Handler (as further described in section 3.3.8) the Ground Handler shall sign off the “Implementation Scope”, which is a detailed description of the Implementation Services to be provided by Amadeus during the Implementation Project (the “Implementation Scope”). Such Implementation Scope shall be signed-off by Ground Handler in accordance with the document sign-off process as set out in section 2.3 of this schedule 2 (Implementation Services).
- 1.1.3 Based on the Implementation Scope, Amadeus shall produce a baseline plan (the “Baseline Plan”), which will include:
  - (a) a detailed description of the Implementation Services (by reference to the Implementation Scope);
  - (b) details of the Groundhandled Airlines;
  - (c) a high-level roll-out strategy; and
  - (d) the associated planning and dates of the Implementation Project.
- 1.1.4 The Baseline Plan shall be provided by Amadeus to Ground Handler not later than one month after the Implementation Scope has been signed-off and shall be signed-off by Ground Handler in accordance with the document sign-off process as set out in section 2.3 of this schedule 2 (Implementation Services).
- 1.1.5 Once the Baseline Plan has been signed-off, it shall become an integrated part of this schedule 2 (Implementation Services) and

the parties shall comply with the provisions of the Baseline Plan.

#### 1.2 Milestones

- 1.2.1 If at any time either party becomes aware that a delay will occur in achieving a Milestone or performing another obligation under the Baseline Plan or under this schedule 2 (Implementation Services), that party will immediately notify the other party in writing of that actual or potential delay and will inform the other party whether it will be able to work around the problem in order to prevent, minimise or rectify the delay.
- 1.2.2 Any modifications or adjustments to any part of the Baseline Plan shall be agreed in accordance with the Change Control Procedure before the date on which the relevant Milestone/obligation must be achieved/performed. Delays will be recorded and both parties will consider workaround solutions to mitigate further delays.
- 1.2.3 If Ground Handler causes a delay to a Milestone or to a sign-off of any of the documents set forth in section 2.3.3 of this schedule 2 (Implementation Services):
  - (a) Ground Handler shall employ any resources required to mitigate its delay at its own cost;
  - (b) Amadeus shall be entitled to charge for any additional work to make up for such delay on a time and materials basis and the Man-day rates as set out in schedule 5 (Charges) of this Agreement shall apply; and
  - (c) the performance of the Implementation Services or obligations of Amadeus that are affected by any such delays shall be delayed for the corresponding amount of days and the provisions of Clause 9 (“Savings Events”) of the Agreement shall apply.
- 1.2.4 To the extent permitted by Law, failure by Amadeus to perform its obligations (other than those obligations relating to a Milestone) will only be used to assess the performance by Amadeus of its obligations under the Baseline Plan and any such failure shall not in itself (or cumulatively) be considered a breach of this Agreement.
- 1.2.5 Amadeus will only be in breach of its obligations in relation to the Milestones or of any other obligation under this schedule 2

(Implementation Services) if such obligations are not met within the six (6) months following the applicable date set out in the Baseline Plan (the "Milestone Grace Period") and such failure of its obligations in relation to the Milestones may only then be deemed a breach of this Agreement.

## 2. IMPLEMENTATION PROJECT APPROACH

### 2.1 Implementation Project Approach

- 2.1.1 The Implementation Services shall be delivered through an implementation project, the purpose of which is to manage Amadeus and Ground Handler activities and processes related to the Implementation Services (the "Implementation Project").
- 2.1.2 Amadeus owns processes and procedures that will be used to manage the Implementation Project. The Ground Handler shall comply with these processes and procedures and shall ensure that resources are properly aligned to the requirements of the Implementation Project based on skills and materials required by these processes and procedures.
- 2.1.3 The processes and procedures described in this schedule 2 (Implementation Services) shall apply only to the Implementation Scope and only during the period of Implementation Project.
- 2.1.4 The Implementation Project starts with the date of "Implementation Project Kick-Off" and finishes with the date on which the Implementation Project is closed in accordance with section 2.4.3 of this schedule 2 (Implementation Services).
- 2.1.5 As part of the implementation process, both parties must agree on the high level roll-out strategy based on the Groundhandled Airlines and Locations. Amadeus shall gather certain related information from the Ground Handler using an "implementation questionnaire", which the Ground Handler shall complete within the timeline requested by Amadeus. This high level roll-out strategy and approach shall be further detailed and refined during the scoping activities. The outline strategy and approach may be modified by mutual agreement during the scoping phase if further detailed analysis results in more appropriate strategies or approaches being identified.
- 2.1.6 The high level roll-out strategy shall be signed-off (in accordance

with the provisions of this schedule 2 (Implementation Services)) as part of the Baseline Plan and any further modifications to such strategy shall be dealt with using the Change Control Procedure.

- 2.1.7 Any changes to the Implementation Project requested by the Ground Handler which impact upon, or conflict with, the Implementation Services and/or the Baseline Plan in terms of time, scope and/or cost shall be subject to approval by both parties in accordance with the Change Control Procedure.

### 2.2 Project Management

- 2.2.1 Each party shall appoint a project manager who shall be responsible for the overall management by the relevant party of its activities under each Implementation Project (each a "Project Manager"). The parties shall ensure that each of their Project Managers shall take all necessary actions to ensure all deliverables meet agreed acceptance criteria, manage issues and risks, ensure regular status reporting to the other party's Project Manager and shall be responsible for performing the relevant party's Change Control Procedure in relation to Ground Handler specific requirements during the performance of the Implementation Services.
- 2.2.2 Each party shall ensure that its Project Manager shall consider items escalated relating to the Implementation Services and report to the other party's Project Manager on its progress against the Baseline Plan.

### 2.3 Document sign-off process

- 2.3.1 Signing-off on a document is the means by which the parties formally:
  - (a) verify the conformity of the document with the requirements of this Agreement; and
  - (b) agree on the accuracy and completeness of its content.
- 2.3.2 Once signed off, the document becomes a reference, or a baseline, from which Implementation Project performance can be assessed and measured or in reliance on which the parties can progress with performance of the Agreement. Any change requested to a document after its sign-off shall go through the Change Control Procedure.



2.3.3 The following documents are subject to the document sign-off process set out in this section 2.3:

- (a) Implementation Scope;
- (b) Baseline Plan; and
- (c) Implementation Project Closure Report (as defined in section 2.4) of this schedule 2 (Implementation Services)).

2.3.4 Implementation Project documentation comprises a number of discrete documents, some of which may closely relate to each other. In such cases, a particular group of documents may need to be signed-off together. In the remaining description of this process, a group of such documents will still be referred to as "the document".

2.3.5 The respective Project Managers shall be the owners of the sign-off process. Such ownership can be delegated to a nominated owner by the Project Manager by notice to the other party's Project Manager. In such case, these nominated owners will be responsible for securing sign-off from the key stakeholders, and be the single point-of-contact for all feedback.

2.3.6 Where no special deviating sign-off process is agreed by the parties, the following principles and timescales shall apply.

2.3.7 The sign-off process shall commence when Amadeus makes the document available to Ground Handler for sign-off ("Version One"). The Ground Handler shall promptly within three (3) Working Days acknowledge receipt of the document in writing. The sign-off process shall be as follows:

- (a) from the date of receipt of Version One of the document from Amadeus, Ground Handler shall have ten (10) Working Days to review the document and to provide written sign-off or to raise issues of clarification or amendment;
- (b) Amadeus shall have ten (10) Working Days from receipt of the clarifications or amendments to respond (which may involve meeting with Ground Handler) or to amend and resubmit the document to Ground Handler. The

resubmitted document will be referred to as version two of the document ("Version Two");

- (c) Ground Handler shall have five (5) Working Days from receipt of Version Two of the document to provide written sign-off or raise further issues of clarification or request additional amendments; and
- (d) if Ground Handler does not provide the sign-off to Version One of the document by the end of the period set out in section (a) or to Version Two of the document by the end of the period set out in section (c) the document shall be deemed accepted and signed off. Alternatively Amadeus may request to escalate this matter to Ground Handler's executive management who shall meet with Amadeus' executive management to explain the delay.

## 2.4 Implementation Project Closure

2.4.1 Amadeus and Ground Handler shall jointly build a project closure report (the "Implementation Project Closure Report") and ensure that all operational tasks and responsibilities are transferred from the project to the line organisation in both organisations before the "Implementation Project Closure" Milestone is reached.

2.4.2 The date for the Milestone "Implementation Project Closure" as set in Attachment 1 of the schedule 2 (Implementation Services) shall mean the date when Amadeus makes the Implementation Project Closure Report available to Ground Handler for sign-off.

2.4.3 The date on which the Implementation Project is deemed to be closed shall be the date on which the Ground Handler signed off the Implementation Project Closure Report or such Report is deemed to be signed off in accordance with section 2.3.7 of this schedule 2 (Implementation Services).

## 3. MIGRATION SERVICES

3.1 Amadeus shall provide migration services and related deliverables (the "**Migration Services**") as part of the Implementation Services, as further described in section 3.2 below, and the Ground Handler shall fulfil the corresponding Ground Handler obligations. The Migration Services will be charged as part of the Implementation Services as set out in schedule 5 (Charges).

3.2 Amadeus shall perform the following Migration Services:

- 3.2.1 apply and share with Ground Handler the Amadeus implementation methodology;
- 3.2.2 establish and document Implementation Project organization and project control processes and procedures;
- 3.2.3 manage the Amadeus Implementation Project activities including risks relating to the Amadeus activities;
- 3.2.4 coordinate, prepare for, participate in project status meetings (not more than once a week, not less than twice a month) or conference calls as appropriate;
- 3.2.5 collect configuration information from Ground Handler via Amadeus questionnaires;
- 3.2.6 produce detailed Amadeus delivery plans;
- 3.2.7 prepare a test system for the Ground Handler to perform business process testing;
- 3.2.8 prepare and execute Amadeus Cutover rehearsal activities in production environment prior to the start of the roll-out as jointly defined and signed-off in the roll-out strategy;
- 3.2.9 execute all Amadeus Cutover activities as jointly defined and signed-off in the Cutover strategy; and
- 3.2.10 work with Ground Handler to monitor and manage the immediate post Cutover period following Cutover to the components until the "Implementation Project Closure" Milestone.

3.3 Ground Handler shall perform the following:

- 3.3.1 apply the Amadeus implementation methodology;
- 3.3.2 establish Ground Handler's organization to manage the Implementation Project;
- 3.3.3 produce and maintain detailed delivery plans covering Ground Handler's Implementation Project activities;
- 3.3.4 manage Ground Handler's internal Implementation Project scope and scope change process, risks and risk mitigation activities in accordance with Amadeus methodology and change management

processes;

- 3.3.5 report on the progress of Ground Handler's Implementation Project activities in accordance with the agreed program reporting procedure;
- 3.3.6 prepare for and participate in project status meetings or conference calls;
- 3.3.7 manage the relationship with Ground Handler's contractual partners impacted by the Implementation Project;
- 3.3.8 provide all information required for scoping and implementation activities by filling and sending back to Amadeus scoping and implementation questionnaires. This information being the basis of the implementation setup that shall be performed by Amadeus, it must be completed and sent back to the Amadeus Project Manager in the timeframe agreed by both parties;
- 3.3.9 validate the setup made in system components against Ground Handler's business processes when handling third party carriers. The parties agree that Amadeus is not responsible for Ground Handler's business processes (including definition and testing thereof);
- 3.3.10 define, track and report the weekly progress of the business process testing with respect to the test schedule;
- 3.3.11 execute all Ground Handler Cutover rehearsal activities;
- 3.3.12 ensure airport infrastructure readiness;
- 3.3.13 work with Amadeus to jointly develop and document the Cutover strategy and the optimum migration phasing and approach;
- 3.3.14 execute all Ground Handler Cutover activities, including management of Ground Handler's sub-contractors and other Ground Handler related parties;
- 3.3.15 after first roll-out(s) and as defined and signed-off in the roll-out strategy document, execute independently from Amadeus, Ground Handler roll out of any airport / airline / flight not included within the scope of this first roll-out phase;
- 3.3.16 work with Amadeus to monitor and manage the immediate post Cutover period following Cutover to the components until

“Implementation Project Closure” Milestone; and

- 3.3.17 agree to Implementation Project Closure confirming that all Implementation Services related to the relevant component have been delivered by Amadeus by signing off the Implementation Project Closure Report;
- 3.3.18 provide all data necessary to perform the setup of the Groundhandled Airlines (e.g. schedule, AHM data) to the due dates as defined in the Baseline Plan; and
- 3.3.19 provide confirmation from the Groundhandled Airlines that data entered by Amadeus is accurate, complete and valid for operations.

#### 3.4 Training

##### 3.4.1 Training strategy

Amadeus will carry out an analysis of the Ground Handler’s training requirements to establish the training plan.

##### 3.4.2 Train-The-Trainer services

- (a) Amadeus will deliver “Train-the-Trainer” learning solutions. The “Train-the-Trainer” approach will be used to train the Ground Handler’s own training staff who will in turn train the Ground Handler’s end-users. It is the responsibility of the Ground Handler to ensure that the end-users are properly trained.

- (b) The “Train-the-Trainer” training is provided by Amadeus to the Ground Handler free of charge for a certain number of free slots / employees during the Implementation Project period upon a pre-agreed planning for each of the following courses:

- (i) Amadeus Altéa Flight Management Certification;
- (ii) Amadeus Altéa Customer Management Certification;

- (c) Additional “Train-the-Trainer” learning solutions may be provided by Amadeus to the Ground Handler at the then prevailing Amadeus time and materials rates and subject to terms and conditions agreed in writing between the parties.

- (d) All training courses will be delivered in English.

3.4.3 Learning solutions for end-users to be delivered by Amadeus shall be defined and quoted separately upon Ground Handler’s request.

3.4.4 The Ground Handler is responsible for:

- (a) establishing a training delivery plan together with the relevant Amadeus personnel responsible for training; and
- (b) ensuring all end-users are properly trained in time to be able to cover rehearsal and Cutover activities as defined in the Baseline Plan.

## Appendix 1 – High Level Implementation Plan

Altéa GH DCS - CM and FM services	
Milestone	Date
Implementation Project Kick-Off	Services implemented prior to the Commencement Date of this Agreement.
Baseline Plan Sign-Off	Services implemented prior to the Commencement Date of this Agreement.
Implementation Project Closure	Services implemented prior to the Commencement Date of this Agreement.

**SCHEDULE 3 – LOCATIONS**

**AT THE COMMENCEMENT DATE OF THIS AGREEMENT, DETAILS OF THE LOCATIONS FROM WHICH THE ONGOING SERVICES SHALL BE ACCESSIBLE, ARE AS FOLLOWS:**

Location	Terminal
Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS), 823 11 Bratislava 216, Slovak Republic	All



## SCHEDULE 4 - SYSTEMS AND SERVICES

### **CHAPTER 1: ALTÉA GH DCS**

#### **Part 1: Introduction & Ongoing Services**

Details of the Altéa GH DCS Ongoing Services as at the Commencement Date are set out below. Amadeus may carry out regular system changes to the Ongoing Services during the Term (including tuning, configuration management, software and hardware upgrades and changes, decommissioning of services and features, and capacity management) and such changes shall not be subject to the Change Control Procedure unless such changes result in a material alteration or degradation to the Ongoing Services.

#### **1. GENERAL**

The Ongoing Services allow Ground Handlers to provide handling services to Non-Altéa DCS Hosted Airlines as well as Altéa DCS Hosted Airlines.

##### **1.1 Altéa DCS Hosted Airlines**

The Ground Handler will be provided with the capability to handle Altéa DCS Hosted Airlines using the Altéa DCS functionality that the relevant Altéa DCS Hosted Airline has subscribed to with Amadeus (except the Ground Handler will also be provided with the functionality set out in Part 2 section 2.2.2 (Through check-in) below).

##### **1.2 Non-Altéa DCS Hosted Airlines**

- 1.2.1 The Ground Handler will be provided with the capability to handle Non-Altéa DCS Hosted Airlines as per the functionality summarised in the following sections of this Part 1 of this schedule.
- 1.2.2 All Non-Altéa DCS Hosted Airline flights can be handled using the Ongoing Services provided that:
  - (a) the Ground Handler is the designated handling agent for the relevant flight; and
  - (b) the relevant information relating to the flight has been provided by the Ground Handler to Amadeus.

1.2.3 The Amadeus Platform provides services in respect of both check-in and load control, as further described below.

1.2.4 All printed outputs from the Amadeus Platform are designed to use standard printers and teletype, and be transmittable over SITA, ARINC and similar communications networks.

#### **1.3 Application Services – Overview**

The Ongoing Services include the following Application Services:

- 1.3.1 Altéa Ground Handler Departure Control – Customer Management allowing the Ground Handler to perform customer management ground handling activities on behalf of Groundhandled Airlines including check-in, baggage handling and boarding;
- 1.3.2 Altéa Ground Handler Departure Control – Flight Management allowing the Ground Handlers to perform flight management ground handling activities on behalf of Groundhandled Airlines including load planning and distribution;
- 1.3.3 Altéa Ground Handler Printing and Reading allowing Ground Handler to read, format and deliver documents requested from the Altéa Check-In Desktop, Altéa Departure Control – Customer Management and Altéa Departure Control – Flight Management; and
- 1.3.4 Altéa Ground Handler Departure Control – Operational Flight Data Management allows the Ground Handler to perform operational updates to the schedules of the Groundhandled Airlines.

#### **1.4 Operating Services - Overview**

The Ongoing Services include the following Operating Services:

- 1.4.1 Altéa Ground Handler Departure Control – data management services. Amadeus will perform engineering data and business rules setup when necessary to enable groundhandling activities.
- 1.4.2 Systems Support – Amadeus will provide systems support in relation to the Application Services.

#### **Part 2: Application Services**

## 2. ALTÉA GROUND HANDLER DEPARTURE CONTROL – CUSTOMER MANAGEMENT (CM) SERVICES

### 2.1 General

2.1.1 Altéa Ground Handler Departure Control – Customer Management (CM) relates to the management of passengers and flight departures at the airport.

2.1.2 Altéa Ground Handler Departure Control–CM shall be comprised of the following services:

- (a) Passenger Servicing;
  - (b) Departure Optimisation; and
  - (c) Workstation Management,
- as further defined below.

### 2.2 Passenger Servicing

“Passenger Servicing” governs the full process to manage Passengers at the airport, from Passenger check-in to baggage handling, including regulatory data collection and immigration controls. This includes, but is not limited to:

#### 2.2.1 Check-in Identification, Edits and Acceptance

Altéa Departure Ground Handler Control–CM provides the support and access required for the identification of Passengers, the ability to perform Passenger edits and the acceptance of Passengers.

#### 2.2.2 Through check-in

When a Passenger is accepted onto a flight in Altéa Ground Handler Departure Control–CM, the Passenger’s itinerary is checked to determine authorised connecting flights on another airline, whether such other airline is an Altéa DCS Hosted Airline or not.

#### 2.2.3 Customer linking

This feature allows Altéa Ground Handler Departure Control–CM to automatically process additional linking information

stored in the PNR.

#### 2.2.4 Group Pre-Acceptance

Group-pre-acceptance of customers is managed through specific workflows allowing the pre-check-in of groups, printing of boarding passes and baggage tags. Advance Passenger information requirements are automatically postponed to the next Passenger’s touchpoints.

#### 2.2.5 Flow forward

Provide an automatic offering of an earlier flight to a Passenger in order to provide additional customer service and/or to release space on overbooked flights.

#### 2.2.6 Handling tags

Prioritisation and connection rules can be used to specifically label baggage via baggage messages, on the baggage tag and with additional tagging.

#### 2.2.7 Excess baggage detection

Altéa Ground Handler Departure Control–CM shall determine using ticketed information and Groundhandled Airline defined business rules whether excess baggage charges are due and enforce collection of such charges, unless such charges are specifically waived by Authorised User.

#### 2.2.8 Inter Airline Through Check-in

When a Passenger is accepted onto a flight in Altéa Ground Handler Departure Control–CM, the passenger’s itinerary is checked to determine authorised connecting flights on another airline, Altéa Hosted or not. Check-in with the other departure control system is achieved using industry standard IATCI messages when agreements and links are in place, as referred to in schedule 8 (Permitted Inter Airline Through Check-in Links).

#### 2.2.9 ETicketing Handling Method

Altéa Ground Handler Departure Control–CM provides support for electronic ticket handling. Handling methods include use of electronic ticket list, and control method subject to agreements

and links being in place.

#### 2.2.10 Advance Passenger Information

Data collection requirements can be configured by Ground Handler (or by Amadeus as may be instructed) for a Groundhandled Airline in Altéa Ground Handler Departure Control-CM in order to prepare for the manifest sending of advance passenger information up to (and/or from as the case may be) Amadeus point of presence to a government authority as required before a flight within Amadeus' standard parameters. Ground Handler hereby consents to the collection and sending of such data to the government authority.

#### 2.2.11 Bypass to TIMATIC

Altéa Ground Handler Departure Control-CM allows access to TIMATIC's health and visa rule text information with an assisted query panel available through Altéa Check-in Desktop (as defined in section 2.4.1 below).

#### 2.2.12 Baggage Acceptance

The baggage acceptance functionality provides the ability to accept a bag and authorize baggage loading or not on a flight, based on Passenger and baggage status.

#### 2.2.13 Tagging and Connection Handling

- (a) The baggage itinerary is determined based on the Passenger's itinerary and can be manually adjusted for short tagging. Altéa Ground Handler Departure Control-CM manages long tagging automatically as well as mandatory short tagging.
- (b) The functionality is controlled by business rules for baggage interlining as well as for mandatory short tagging.

#### 2.2.14 Standalone Baggage

Unaccompanied baggage such as rush and crew bags can be checked-in without requiring the need for an associated passenger record. Crew and rush baggage tags can also be

sent for printing.

### 2.3 Departure Optimisation

"Departure Optimisation" governs activities to manage all flight departures at the airport, from pre-flight activities to post-flight departure activities, including Passenger boarding and disruption management. This includes, but is not limited to:

#### 2.3.1 Departure Plan

A flight departure plan will be generated automatically from the relevant Groundhandled Airline's defined templates. The departure plan activities are automatically run at defined timings.

#### 2.3.2 Customer lists and IATA messaging

Agents can produce lists of Passengers on a flight using data filters. Other lists such as the special handling list and the onboard list (PIL) can also be generated. Altéa Ground Handler Departure Control-CM generates IATA standard post-departure TTY messages on request or by an activity of the departure plan.

#### 2.3.3 Disruption Events Management

Variations from the originally planned schedule are automatically processed and passenger details amended.

#### 2.3.4 Customer Transfer

- (a) Passengers can be transferred from a Groundhandled Airline flight to another by specifying the target flight to transfer to. The Amadeus Platform automatically transfers associated information and attempts to recheck-in the Passenger when needed.
- (b) In case of disruption, specific workflows allow listing of misconnecting flights and associated passenger lists.

#### 2.3.5 Boarding

Passenger boarding activities are managed through specific workflows. Boarding requests can be triggered directly with the Altéa Ground Handler Departure Control-CM or via a gate reader. The Amadeus Platform verifies that the Passenger is

eligible to board and notifies the agent of the reason for the boarding failures via the Altéa Ground Handler Departure Control-CM.

#### 2.3.6 Onload & Regrade

The service allows Airline to define business rules that can automate the acceptance and onload of standby Passengers, and automate the process of regrading Passengers to a different class of service in the event of an overbooking or disruption situation, or as part of a service recovery initiative.

#### 2.3.7 Assisted Boarding Workflows

The boarding process through the Altéa Ground Handler Departure Control-CM is enhanced with managed workflows which automatically direct the agent to required screens for fixing boarding eligibility errors.

#### 2.3.8 Boarding Monitor

Ability to manage boarding for up to four (4) flights on a single Altéa Ground Handler Departure Control-CM screen and navigates between those flights for more details.

#### 2.3.9 Mass Boarding

"Mass Boarding" enables agents to perform boarding and de-boarding actions for categories of Passengers (all, transit) in a single transaction.

### 2.4 Workstation Management

The workstation functional services govern the ability to manage all Passengers and flight activities through the use of an end user interface at the airport, from the ability to use a front-office graphical user interface, to the ability to consult all historical transactions, and including printing and messaging capabilities. This includes, but is not limited to:

#### 2.4.1 Altéa Check-in Desktop

Access will be provided to Altéa Ground Handler Departure Control-CM via a customisable graphical user interface, "Altéa Check-in Desktop" ("Altéa Check-in Desktop"). Altéa Check-in Desktop can be used throughout the airport and already CUTE

certified with major vendors.

#### 2.4.2 Messenger – Subscribe and Receive

Using the Altéa Check-in Desktop agents can subscribe to the Amadeus messenger in order to receive system generated notifications.

#### 2.4.3 Agent enabled Messenger

The messenger is accessible by agents to send ad-hoc notifications targeting specific categories of subscribers. The subscription mechanism is also enhanced with flight grouping definitions configured by the relevant Groundhandled Airline in a business rule.

#### 2.4.4 Boarding Pass and Baggage Tag Print

Boarding pass and baggage tags printing is managed for Altéa Check-in Desktop workstation.

#### 2.4.5 Customer History

An extensive history of transactions related to a Passenger can be retrieved and filtered down to specifically requested categories of transactions.

### 2.5 Manage Data Feeds For Departure Control Customer Management

#### 2.5.1 Departure Control Customer Management data warehouse feeds

The Amadeus Platform sends check in data in batch mode for each flight date to operating carrier via EDIFACT messages, and a version filtered out of sensitive data to the Ground Handler via EDIFACT messages.

#### 2.5.2 Deployment

Amadeus will regularly release updated versions of the user interface for Ground Handler to deploy. Ground Handler shall be responsible for deploying the most recently released version at all airports in a timely manner. Altéa Ground Handler Departure Control-CM will concurrently support only the latest two (2) versions released.

## 3. ALTÉA GROUND HANDLER DEPARTURE CONTROL – FLIGHT

## MANAGEMENT

### 3.1 General

3.1.1 Altéa Ground Handler Departure Control – Flight Management (FM) governs all necessary functionality to manage the weight, balance and load distribution in the aircraft

3.1.2 Altéa Ground Handler Departure Control – FM Graphical User Interface:

Altéa Ground Handler Departure Control FM provides a graphical user interface with the following features:

- (a) A single login that provides access to authorised flight management activities;
- (b) Workflows that can be customised using business rules to tailor the application behaviour according to the Groundhandled Airline's business processes;
- (c) Drag and drop functionality;
- (d) Dynamic calculation of centre-of-gravity;
- (e) Graphical trim display;
- (f) Access to multiple flights on a single screen;
- (g) Graphical alerts;
- (h) Graphical timeline of activities for each flight departure; and
- (i) An audit trail of main Altéa Ground Handler Departure Control-FM events.

3.1.3 Altéa Ground Handler Departure Control-FM shall be comprised of the following services:

- (a) Capacity management;
- (b) Load Planning and Distribution; and
- (c) Back Office.

### 3.2 Capacity Management

#### 3.2.1 Capacity calculation

#### Passenger Processing

Passenger figures are processed from check-in feed if connected to Altéa Ground Handler Departure Control-CM or otherwise can be manually updated in the passenger screen by the load controller acting on behalf of the Groundhandled Airline.

#### 3.2.2 Passengers Weight Calculation

The Passengers' weight is calculated based on booked or estimated to board (ETB) passengers. ETB takes into account historical Passenger data on a particular flight segment and period.

#### 3.2.3 Baggage Transfer Management

The Amadeus Platform will enable baggage differentiation in order to facilitate the transfer baggage management process.

#### 3.2.4 Default capacity calculation trigger

The capacity calculation can be triggered once or on regular intervals as part of the departure plan or upon manual intervention.

#### 3.2.5 Forecasted Zero Fuel Weight

##### (a) Forecasted Zero Fuel Weight calculation

The forecasted zero fuel weight calculation will be based on cargo, fuel and baggage historical information, when no actual data is available, then the actual information relating to those elements are taken into account as they are fed into the system.

##### (b) Deadload Management

All necessary functionality to plan non-Passenger load onto the aircraft can be achieved through a dedicated deadload management screen.

##### (c) Cargo Management

The load controller or cargo agent acting on behalf of Groundhandled Airline is able to manage cargo to be loaded



onto the aircraft through a dedicated cargo screen.

### 3.3 Load Planning and Distribution

#### 3.3.1 Load Distribution and Approval

##### (a) Manual Load Distribution and Approval

The distribution of non-passenger load on the aircraft can be allocated manually by Ground Handler agents such as load controllers using the drag and drop capability of the graphical user interface. Aircraft trim will be calculated automatically by this service based on the data entered.

##### (b) Dangerous goods special loads incompatibility checks

Checks for illegal combinations of dangerous goods and for structural maxima being exceeded are applied automatically.

##### (c) Autoload

The distribution of non-Passenger load on the aircraft can be allocated automatically and semi-automatically. Automated load calculations can be performed for all aircraft types, including Airbus A380. Freighters are not covered by the "Autoload" functionality.

##### (d) Centre of gravity update

The centre of gravity will automatically be calculated and the graph will be dynamically updated.

##### (e) Ideal Trim Zone

The center of gravity chart will display a shaded area indicating the ideal zone distribution for best flight conditions.

##### (f) Ramp Clearance

It will be possible to perform ramp clearance activities from load controller screen or dedicated ramp clearance screen.

#### 3.3.2 Last Minute Changes

It will be possible to enter in last minute change mode, define "Last Minute Changes" thresholds, and manually trigger the

sending of notifications or new loadsheets.

### 3.4 Back Office

#### 3.4.1 Centralized and distributed load control options

A "Load Control Supervisor" will manage flights associated to specific domains. Each domain can be configured as per carrier specific geographical and operational requirements.

#### 3.4.2 Automation of Flight Activity Plan

(a) Altéa Ground Handler Departure Control-FM provides the functionality to generate and manage flight departure plans.

(b) The flight departure plan is used to initiate all planned activities within the lifecycle of a flight in Altéa Ground Handler Departure Control-FM. Whilst this functionality is provided as part of Altéa Ground Handler Departure Control-FM the planned activities can be relevant to both Altéa Ground Handler Departure Control-FM and Altéa Departure Control-CM.

(c) All activities in the flight departure plan may be time initiated, event initiated or manually initiated.

#### 3.4.3 Documents and Messages

(a) Load sheet documents shall be produced in accordance with recommendations set forth by IATA in its Airport Handling Manual Section under references 517 and 518 (as amended or replaced from time to time).

(b) Notwithstanding any provision in this Agreement to the contrary, the Ground Handler shall be responsible for examining, reviewing and signing-off the accuracy and completeness of all information supplied to Amadeus by or on behalf of the Groundhandled Airline (e.g. through load control or handling agents) for the provision of Altéa Ground Handler Departure Control-FM, including as contained in the load sheet documents, and, in particular, for checking that such information is plausible and consistent in view of the experience and independent knowledge of the Ground Handler management,

technical services and crew. In doing so, the Ground Handler will exercise the standard of care and attention expected from an airline concerned with operating under maximum safety conditions and the Ground Handler shall comply with applicable industry mandates and insurance requirements.

(c) The following flight related standard documents and messages are produced:

- (i) load sheet (provisional/final);
- (ii) notification to captain;
- (iii) standard load instruction report;
- (iv) load message;
- (v) statistical load summary;
- (vi) ULD control message;
- (vii) container pallet message;
- (viii) baggage figures document;
- (ix) cargo offer;
- (x) capacity calculation documents;
- (xi) baggage figures documents;
- (xii) final fuel figures;
- (xiii) deadload uplift /offload message;
- (xiv) Operations control dangerous goods advice.

3.4.4 ACARS: It will be possible to send messages and documents to the aircraft using ACARS.

3.4.5 Graphical Instruction report: The load controller acting on behalf of a Groundhandled Airline will be able to issue a graphical version of the load instruction report in compliance with the available printing and reading options (described in section 4 of this Part 2 of schedule 4).

### 3.5 Assisted Weightsheet and Manual Trim only flight

3.5.1 Subject to the provisions of section 1.3 of Part 3 of this Schedule the Ground Handler should be able to issue a weightsheet when the aircraft is not approved for service by the Groundhandled Airline. In case the AHM 560 / 565 data are not validated by the Non-Altéa DCS Hosted Airline, the Ground Handler has the choice to perform the weight and load balance activities manually or the Ground Handler can request an assisted weightsheet and manual trim only flight.

In this case Assisted Weightsheet and Manual Trim only flight functionality will be available to the Ground Handler (as will be displayed by the system) as following (through entering a separate application):

#### 3.5.2 Weight Calculation

Assisted Weightsheet and Manual Trim only flight functionality will only provide calculation facility to support the Ground Handler.

The Dry Operating Weight and aircraft maximum structural weights would be defined by the Load controller / Weightsheet application user.

All weights prepopulated by Amadeus or entered by the Ground Handler should be verified by the Ground Handler to be in compliance with the Aircraft manual recommendations and this shall be confirmed by the Ground Handler in the system in order to proceed.

3.5.3 As a prerequisite, the minimum operational information shall be provided by the Groundhandled Airline to the Ground Handler.

3.5.4 The Weightsheet will not contain any trim data. Since the weight limits per compartments or the trim limits, are not available, Assisted Weightsheet and Manual Trim only flight functionality will not make any reference to trim data or perform compartment structural weight checks (except underload) on the weightsheet.

3.5.5 The Trim calculations will have to be done outside of Assisted Weightsheet and Manual Trim only flight functionality.

3.5.6 The following Messages can be sent:

- (a) LDM
- (b) CPM
- (c) LIR
- (d) Weightsheet

3.5.7 Altéa Groundhandler Departure Control Customer Management data will feed Altéa Groundhandler Departure Control Flight Management, if available, or will be entered manually by the Ground Handler.

3.5.8 Cargo information will feed Altéa Groundhandler Departure Control Flight Management, if available, or will be entered manually by the Ground Handler.

3.6 Warning messages on the weightsheet document will be displayed to indicate to the Groundhandled Airline (i.e. the captain) that it is an assisted weightsheet and manual trim only flight.

3.7 Manage Data Feeds For Altéa Ground Handler Departure Control Flight Management

3.7.1 Altéa Ground Handler Departure Control Flight Management data warehouse feeds

The Amadeus Platform sends Flight management data in batch mode for each flight date to DCS Hosted operating carrier and Ground Handler via EDIFACT messages, and a version after filtering out HTML use sensitive data to the Ground Handler via EDIFACT messages.

3.7.2 Deployment

Amadeus will regularly release updated versions of the user interface. Ground Handler shall be responsible for deploying the most recently released version at all airports in a timely manner. Altéa Ground Handler Departure Control-FM will concurrently support only the latest two (2) versions released.

#### 4. ALTÉA PRINTING AND READING

"Altéa Printing and Reading" allows the reading, formatting and delivering of documents requested from the Altéa Ground Handler Departure Control-CM and Altéa Ground Handler Departure Control-FM such as boarding passes and bag tags. The solution encompasses device management, document

formatting and document delivery functionality.

4.1 Altéa Printing and Reading offers centralised device and printing management functionality via graphical user interfaces to manage print queues.

4.2 Altéa Printing and Reading ensures document delivery to multiple channels.

4.2.1 Physical printers in both common use and airline native environments. The solution provides, via its "Amadeus Print Emulator" component, the interface between Altéa Ground Handler Departure Control and:

- (a) Any devices used by Ground Handler and certified by the CUTE provider on shared environments; and
- (b) Any devices used by Ground Handler in native environments that are supported by the Amadeus Peripheral Manager component of Altéa Printing and Reading.

4.2.2 Types of formats that can be supported are:

- (a) Text based document formats (only text output);
- (b) AEA (Association of European Airlines standard) generic document formats (including airline logo, 1D and 2D barcodes);
- (c) Amadeus provides a generic document format for each type of document that needs to be printed; and
- (d) Ground Handler may request a customised layout for the document type.

4.2.3 For the purpose of this provision "graphical documents" are documents where the standard content is amended or re-formatted, including amongst others, a text-based file with font change (font selection, bolded or underlined) or a document including a picture or logo.

#### 5. OPERATIONAL FLIGHT DATA MANAGEMENT

5.1 HTML user interface for Ground Handlers enabling the handling of operational changes on behalf of Groundhandled Airlines:

- 5.1.1 allows access to operational schedule change functionality in the DCS window;
- 5.1.2 replaces need for Ground Handler to have access to Altéa Inventory; and
- 5.1.3 is accessed through the Customer Management and Flight Management application.
- 5.2 The operational flight data management user interface will allow the performance of the following tasks within the operational window:
  - 5.2.1 display flight date/period dashboard;
  - 5.2.2 create groundhandled flight date/period;
  - 5.2.3 update flight date/period routing;
  - 5.2.4 update flight date/period configuration code (the configurations proposed for update are the ones defined in the aircraft library having a defined master seatmap);
  - 5.2.5 update flight date/period timings;
  - 5.2.6 update blockspace size;
  - 5.2.7 cancel groundhandled flight date/period;
  - 5.2.8 trigger DCS flight creation; and
  - 5.2.9 send operational messages (MVT).

### **Part 3: Operating Services**

#### **1. DATA MANAGEMENT SERVICES**

- 1.1 Amadeus shall:
  - 1.1.1 grant the Ground Handler access to Groundhandled Airline Data in respect of all Altéa DCS Hosted Airlines and their Affiliates (or other eligible recipients of the Altéa DCS application services provided by Amadeus) through a single graphical user interface that provides access to, among other things, their Altéa DCS application services and requires a single log-in and password (the "Common GUI"); and
  - 1.1.2 grant the Ground Handler access to Groundhandled Airline Data in respect of Non-Altéa DCS Hosted Airlines, to the extent

that it has been provided with such Groundhandled Airline Data by either the Ground Handler or the Non-Altéa DCS Hosted Airline via the Common GUI.

- 1.2 If Amadeus is provided with Groundhandled Airline Data by the Ground Handler or by a Non-Altéa DCS Hosted Airline in respect of Non-Altéa DCS Hosted Airline for the purpose of Amadeus uploading it into the Amadeus Platform, the Ground Handler agrees and acknowledges that:
  - 1.2.1 it shall be responsible for checking the accuracy and completeness of such Groundhandled Airline Data;
  - 1.2.2 to the extent permitted by law, Amadeus accepts no responsibility for the uploading of such Groundhandled Airline Data and, accordingly, the Ground Handler shall be responsible for checking whether Amadeus has uploaded such Groundhandled Airline Data correctly;
  - 1.2.3 Amadeus shall upload such Groundhandled Airline Data in accordance with standard Amadeus processes and procedures; and
  - 1.2.4 Amadeus shall have no obligation to upload such Groundhandled Airline Data if it is provided to Amadeus other than in the format prescribed by Amadeus from time to time by notice to the Ground Handler.
  - 1.2.5 Amadeus shall not be liable in respect of any costs, losses, claims, damages, expenses or proceedings suffered or incurred by the Ground Handler, its Affiliates or any Groundhandled Airline to the extent that such costs, losses, claims, damages, expenses or proceedings are caused by the provision to Amadeus by or on behalf of the Ground Handler or by a Groundhandled Airline of inaccurate or incomplete information.
  - 1.2.6 The Ground Handler shall indemnify Amadeus against any costs, losses, claims, damages, expenses or proceedings that are caused by:
    - (a) the provision to Amadeus by or on behalf of the Ground Handler or by a Groundhandled Airline of incorrect or inaccurate information; or
    - (b) a failure by the Ground Handler to check whether Groundhandled Airline Data has been uploaded

correctly in accordance with section 1.2 of Part 3 of this schedule above.

- 1.3 In case the Non-Altéa DCS Hosted Airline did not provide formal approval of the aircraft data, and the Ground Handler requests the usage of Assisted Weightsheet and Manual Trim only flight functionality and enters such application, the Ground Handler agrees and acknowledges that:

- (a) the validation of any Groundhandled Airline Data in the weightsheet shall be formally performed by the Ground Handler;
- (b) during the handling of an aircraft with non-airline validated data the Ground Handler will have the capability to use the data prepopulated by Amadeus and to change or add manually some weights that are usually taken from the AHM 560 / 565 or basic aircraft database, and in such case the Ground Handler takes full responsibility to enter Weight data in compliance with the Aircraft Manual; and

Amadeus and its Affiliates shall not be liable in respect of any costs, losses, claims, damages, expenses or proceedings suffered or incurred by the Ground Handler, its Affiliates or Authorised Users or any Groundhandled Airline in connection with any trim calculations and structural weight checks or Ground Handler or its Affiliates or Authorised Users usage of the Assisted Weightsheet and Manual Trim only flight functionality.

## 2. DATA MANAGEMENT RESPONSIBILITIES

Subject to the provisions of section 1.2 of Part 3 of this schedule above, the responsibilities for the inputting of Groundhandled Airline Data into the Amadeus Platform are as follows:

DCS	Altéa DC Carriers	Altéa Inventory Carriers	Other Carriers
Aircraft Engineering Data (DBM)	DC Carrier	Amadeus	Amadeus

Departure Plan Management (DPT)	DC Carrier Ground Handler (1)	Amadeus Ground Handler	Amadeus Ground Handler
FM Business Rules (ABR)	DC Carrier Ground Handler (1)	Amadeus(3) Ground Handler	Amadeus(3) Ground Handler
CM Business Rules (ABR)	DC Carrier	Amadeus(3) Ground Handler	Amadeus(3) Ground Handler
Passenger Customer Value (PCV)	DC Carrier	Amadeus	Amadeus

(1) Based on delegations provided by the handled Carrier

Inventory	Altéa DC Carriers	Altéa Inventory Carriers	Other Carriers
Schedule Creation (SKD)	DC Carrier	INV Carrier	Automatic Feed (2) Ground Handler
Operational Flights Updates (OFU)	DC Carrier Ground Handler (1)	INV Carrier Ground Handler (1)	Ground Handler
Seating data (ACV)	DC Carrier	INV Carrier	Amadeus
Seating Business rules	DC Carrier	INV Carrier	Amadeus
Flight Creation (TIA)	DC Carrier	INV Carrier	Amadeus
Res/DCS exchange (InPNL-PFS/PRL-ETL)	DC Carrier	INV Carrier	Ground Handler
Alias Management	Ground Handler	Ground Handler	Ground Handler

(1) Based on delegations provided by the handled Carrier

(2) In case the Carrier is PCA (Participating Carrier Amadeus) or SUA (System User Amadeus), Amadeus will receive automatically schedules from OAG or the Carrier itself.

(3) Only for No- Industrialized business rules (i.e not accessible by the Ground Handler)

Security	Altéa DC Carriers	Altéa Inventory Carriers	Other Carriers
Initiate Partnership	DC Carrier	INV Carrier	Amadeus

Validate Partnership	Ground Handler	Ground Handler	Ground Handler
Create new Users	Ground Handler	Ground Handler	Ground Handler
Delegate Access Rights	DC Carrier	INV Carrier	Amadeus
Assign Access Rights	Ground Handler	Ground Handler	Ground Handler
Security Password Policy PCI-DSS compliant	Ground Handler	Ground Handler	Ground Handler

Messenger	Altéa DC Carriers	Altéa Inventory Carriers	Other Carriers
CM Messenger Subscription Setup	DC Carrier	Amadeus	Amadeus
FM Messenger Subscription Setup	DC Carrier Ground Handler (1)	INV Carrier Ground Handler (1)	Amadeus Ground Handler
Inventory Messenger Subscription Setup	N/A	N/A	Amadeus

(1) Based on delegations provided by the handled Carrier

### 3. SYSTEMS SUPPORT

#### 3.1 Cutover Support

If the Ground Handler requests Amadeus' support at the Locations to assist the Ground Handler during the Implementation Project (as defined in schedule 2 (Implementation Services)) and Amadeus agrees to provide such support at the Locations. This Cutover support will be charged at Man-day rates detailed in section 2 of schedule 5 (Charges).

#### 3.2 Ground Handler support

##### 3.2.1 Responsibilities

##### (a) Ground Handler First-level Help Desk Responsibilities

The Ground Handler shall be responsible for:

- (i) handling all incoming calls and messages from end-users regarding functionality, local networks and local providers;
- (ii) solving incidents caused by misuse or incorrect interpretation of the Application Services;
- (iii) validation and provision of initial investigation on reported incidents;
- (iv) reporting incidents to the IT Service Management Centre (SMC); and
- (v) maintaining the current status on all open incidents and notifying subscribers whether reported cases are resolved or interim solutions are required.

#### (b) Amadeus Second-level Help Desk Responsibilities

Amadeus shall be responsible for, using reasonable skill and care:

- (i) providing a single second level entry point for functional and technical support for the Application Services;
- (ii) incident management including acceptance/rejection, investigation, recovery and/or assignment to responsible groups for bug fixing for the Application Services; and
- (iii) initiating escalation policies when needed for critical incidents identified in relation to the Application Services.

#### 3.2.2 Problem reporting and management

Amadeus will provide Ground Handler with access to the "Amadeus Customer Service Point" in order to log incidents to report problems to the Amadeus support infrastructure, i.e., the Amadeus IT Service Management Centre. Phone will also be available for urgent requests only – Severity 1 and 2



incidents (as categorized in accordance with the scale below).

<b>"Severity 1"</b>	means a disruption to the Application Services which has a major impact on Ground Handler's business, operations or customers where a system, network, data, application or functionality under this Agreement is not available or is severely corrupted or severely degraded for a significant number of users.
<b>"Severity 2"</b>	means a disruption to the Application Services which has a substantial impact on Ground Handler's business, operations or customers where a system, network, data, application or functionality under this Agreement is not available or is severely corrupted or severely degraded for a limited number of users, or degraded for a significant number of such users.
<b>"Severity 3"</b>	means a disruption to the Application Services which has a limited impact on Ground Handler's business, operations or customers where a system, network, data, application or functionality under this Agreement is degraded for a limited number of users.
<b>"Severity 4"</b>	means a disruption to the Application Services with little or no impact on Ground Handler's business, operations or customers, including any service problem that is not a Severity 1, Severity 2 or Severity 3.

### 3.2.3 Language

The language used is English.

## 4. AMADEUS OBLIGATIONS

### 4.1 Amadeus Platform partition set up and database maintenance

Amadeus shall set up and initialise a dedicated and secure Amadeus Platform partition for the Ground Handler to allow for "Check-in" and "Load Control" capability. Amadeus Platform links to other external

services can be initialised on agreement with Amadeus, and provided that agreements are in place between the Ground Handler and the service provider.

### 4.2 Additional Support

Amadeus can provide personnel for support of the Amadeus Platform in the areas of telecommunications, training, Cutover and implementation at the Man-day rates set out in schedule 5 (Charges).

## 5. GROUND HANDLER OBLIGATIONS

### 5.1 The Ground Handler's responsibilities shall include:

- 5.1.1 training its own staff to use the Amadeus Platform after Amadeus has completed the 'Train the Trainers' course(s);
- 5.1.2 providing training rooms at the Locations if required;
- 5.1.3 obtaining agreements with companies in relation to which additional Amadeus services are required;
- 5.1.4 assigning an Amadeus Platform point of contact to work with Amadeus and to manage the Ground Handler's responsibilities after Cutover;
- 5.1.5 providing an installation project manager to manage the installation and Cutover on behalf of the Ground Handler;
- 5.1.6 providing sufficient and suitably qualified staff for training and support of the Amadeus Platform;
- 5.1.7 all costs and expenses for all Ground Handler staff working on the project;
- 5.1.8 maintaining the integration of its systems, business processes and equipment with the Amadeus Platform after Cutover;
- 5.1.9 installing and using any updates, upgrades or modules to software or equipment provided by Amadeus as part of the Ongoing Services in accordance with the timetable determined by Amadeus. Amadeus shall give Ground Handler reasonable (and in any event not less than three (3) months') notice and documentation of any updates, upgrades or modules to be implemented;
- 5.1.10 supporting and performing all required actions, tasks and

- dependencies to enable Amadeus to provide the Services to the Ground Handler,
- 5.1.11 providing Amadeus with a list of network devices, traffic volumes, locations and other such information necessary for the provision of the Services and ensuring the currency of the information on an ongoing basis;
  - 5.1.12 providing network connectivity to third parties as necessary;
  - 5.1.13 contacting Groundhandled Airlines to obtain all data necessary to perform the setup of such Airlines (e.g. schedule, AHM data); and
  - 5.1.14 obtaining from Groundhandled Airlines agreement that data entered by Amadeus is accurate, complete and valid for operations.

## SCHEDULE 5 – CHARGES

### 1. FINANCIAL TERMS – AMADEUS PLATFORM AND SERVICES

- 1.1 Ground Handler will pay Amadeus the Charges set out below for the Implementation Services, provision of the Ongoing Services, Amadeus Network Services, Optional Services and the provision of links (where applicable) and the Charges for other services as the parties may agree

in writing as a variation or supplement to this Agreement in accordance with the Change Control Procedure.

- 1.2 All Charges shall be paid in Euros.

- 1.3 Amadeus Platform - Implementation Charges and Charges for Ongoing Services

Implementation Services	Charges
<p>Prior to the Commencement Date of this Agreement, the following Implementation Services were fully provided by Amadeus to Ground Handler:</p> <ol style="list-style-type: none"> <li>1. Project management from "Implementation Project Kick-Off" to "Implementation Project Closure" Milestones (achievement of the "Implementation Milestone" as defined in schedule 2 (Implementation Services))</li> <li>2. Implementation Services, which may include the following (the precise scope of the Implementation Services shall be determined by the scope signed-off in accordance with schedule 2 (Implementation Services)): <ul style="list-style-type: none"> <li>• Altéa DCS Customer Management Ground Handler</li> <li>• Altéa DCS Flight Management Ground Handler</li> </ul> </li> <li>3. Training services – package of train-the-trainer services, delivered on Amadeus premises in Nice in English <p>Three (3) trainers for Altéa DCS Customer Management Ground Handler</p> <p>Three (3) trainers for Altéa DCS Flight Management Ground Handler</p> </li> <li>4. Test system preparation services for the agreed scope</li> <li>5. Existing ETicketing and IATCI links in place at Agreement signature</li> </ol>	<p>Prior to the Commencement Date of this Agreement, the Implementation Charge was fully paid by Ground Handler to Amadeus pursuant to the Previous Agreement.</p>

[illegible]

For example, PBs accrued in a calendar year less than 3 million but 1 million or more will be charged at € 0.21 per PB. The portion of additional PBs accrued (above the 3 million already accrued) in the same calendar year will be charged at the rate corresponding to the next higher PB volume level above.	
<ul style="list-style-type: none"> <li><b>Minimum service Charge per Year for the Ongoing Services Charges described in this Section 1.3 (Implementation Charges and Charges for Ongoing Services) ("Minimum Service Charge") (subject to annual review in accordance with Section 1.6 of this schedule)</b></li> </ul>	<p><u>Subject to the ECA which shall continue to apply each year as further described in this Schedule 5, the Minimum Service Charge (MSC) applicable for:</u></p> <ul style="list-style-type: none"> <li><u><b>From year 2025, shall be 53,522 Euros per year</b></u></li> </ul>

1.4 Amadeus Platform - Flight Management Component pricing (Non-Altéa DCS Hosted Airline and non commercial flights of Altéa DCS Hosted Airlines handling)

Ongoing Services	Fees
<ul style="list-style-type: none"> <li><b>Handling Altéa DCS Hosted Airline non commercial flights (Ferry, Cargo and Technical)</b></li> </ul>	No charge

• **Handling Non-Altéa DCS Hosted Airline non commercial flights (Ferry, Cargo and Technical)**

The pricing will be a load-sheet fee depending on the MTOW of the aircraft:

	MTOW Ranges Kg	Typical Aircrafts	Pax
Range 1	0 - 100000	A319,A320,B727,B737,MD80	150
Range 2	100001 - 300000	B757,DC8, A330, A340	250
Range 3	300001 - 500000	B777ER,B747	325
Range 4	500001+	A380-800	600

**Per Departure**

€ 5
€ 13
€ 17
€ 28

Assisted Weightsheet and Manual Trim only flight functionality (section 3.5 (Assisted Weightsheet and Manual Trim only flight) of Part 2 (Application Services) and section 1.3 of Part 3 (Operating Services) of Schedule 4)

<b><u>Ongoing Services</u></b>	<b><u>Fees (Euros)</u></b>
<p>• <b><u>Assisted Weightsheet (standalone, not in conjunction with any Altéa CM flight)</u></b></p> <p>The pricing is for the use of Assisted Weightsheet functionality per weightsheet, irrespective of whether Ground Handler triggered a weightsheet document or other document instead.</p> <p>This Ongoing Charge is to be paid monthly in arrears upon signature of this Agreement.</p>	<p>Per weightsheet (Five Euros) €5</p>



## 1.5 Optional Services

Scope	Fees
<b>Amadeus Airport Link - Altéa</b> Implementation fee of Amadeus Airport Link Solution CUTE and CUSS Airports (One Off; payable after the Commencement Date on Cutover of Link) Monthly maintenance fee, payable monthly beginning the Commencement Date	8,045 Euros per Link  1,100 Euros per Link Line per month
<b>Amadeus Airport Link - Internet VPN</b> Implementation fee of Amadeus Airport Link – Internet VPN Solution (One Off, payable after the Commencement Date on Cutover of Link) Monthly maintenance fee, payable monthly beginning the Commencement Date	1,750 Euros per Link  300 Euros per Link, per month
<b>IATCI Links</b> New Link implementation *  Fee per IATCI sent **	12,000 Euros per new link  0.10 Euros
* Post Implementation charge only applicable when DCS links do not exists  ** Only charged to Ground Handlers in relation to Non-Altéa DCS Hosted Airlines	

### ETicketing Implementation fees \*

IMPLEMENTATION FEES	Pricing in Euros	
Per Additional Link / Implementation	Partner is a non-Amadeus ETS/ETG airline	Partner is an existing Amadeus ETS airline
Interline partner implementation	15,000€	No charge

Link to external DCS for ground handling	15,000€	No charge
<i>ETS airline is operating carrier of a flight ground handled by others</i>		
Link to external ETS to enable ground handling	15,000€	No charge
ETS airline ground handles flights of another airline		

\*Post-implementation charge, only applicable when e-ticket link does not exist in Amadeus Platform.

**ETicketing recurring fees \*\***

Description	Fee
Interline partner service fee (Interline Coupon Fee) ➤ covers coupons exchange with interline partner	€ 0.04 per coupon
Service Fee (GH Coupon Fee) ➤ covers coupons exchange with handled partner	€ 0.04 per coupon

\*\* Only charged to Ground Handler if the relevant Groundhandled Airline handled has no E-Ticket agreement with Amadeus.

**1.6 Annual review of Minimum Service Charge and Passengers Boarded Charges**

The parties agree to conduct an annual review of the:

- 1.6.1 Minimum Service Charge shall be reviewed annually with the aim of showing a realistic preview of the forthcoming Year; and
- 1.6.2 Charges for Handling Non-Altéa DCS Hosted Airlines, based on the volumes of related Passengers Boarded in the preceding Year.

Any changes to the foregoing Charges must be agreed in writing between the parties before they take effect.

**2. MANPOWER CHARGES**

For any additional consultancy or man power based support the Ground Handler shall be charged on a 'time and materials' basis, excluding expenses. The Charges per Man-day are, unless otherwise agreed between the parties:

- 2.1 EUR 1,405 (one thousand four hundred and five Euros )

**3. EXPENSES**

**3.1 General**

The Ground Handler shall be responsible for all expenses as defined in Clause

10.7 of the Terms and Conditions, incurred by Amadeus staff.

**3.2 Travel Expenses**

Where Amadeus personnel (employees and contractors) are required to travel, and such travel is approved in advance by Ground Handler in order to perform the Services, the Ground Handler will be charged as following:

- 3.2.1 The related travel time will be charged to the Ground Handler according to the following:
  - (a) internally required travel between Amadeus sites shall not be chargeable;
  - (b) intracontinental travel shall be billed as one quarter of one (1) Man Day for each one-way journey undertaken (i.e., a round trip will result in one half of one (1) Man Day of chargeable travel); and
  - (c) intercontinental travel shall be billed as one half of one (1) Man Day for each one-way journey undertaken (i.e., a round trip will result in one (1) Man Day of chargeable travel).
- 3.2.2 Travel expenses of Amadeus personnel shall be covered by Ground Handler in accordance with Amadeus' standard travel policy.

- 3.2.3 The Ground Handler shall pay per diems of 85 Euros per person per day. References to per diem throughout the Agreement shall not include travel costs (such as air fares, accommodation costs, taxis, car rental and other forms of surface transportation). Such expenses shall be separately reimbursable by the Ground Handler and reflect actual costs incurred.

#### 4. PAYMENT SCHEDULE

The Ground Handler shall pay the Charges in accordance with the following payment schedule:

##### 4.1 Charges for Ongoing Services

###### 4.1.1 Payment

- (a) All Charges for Ongoing Services will be charged, and shall be paid, monthly.

###### 4.1.2 End of Year Reconciliation

If at the end of the relevant Year:

the Passenger Boarded Charges paid to Amadeus is less than the Minimum Service Charge (which will be increased by the ECA each Year), then Ground Handler shall pay Amadeus the difference of the Charges. If the Passenger Boarded Charges paid to Amadeus is more than the Minimum Service Charge, then Ground Handler shall pay Amadeus the Passengers Boarded Charges, in which case the Minimum Service Charge shall not apply.

###### 4.1.3 Charges for Implementation of External Electronic Ticketing Server links and Inter Airline Through Check-In links

The set up charge for each External Electronic Ticketing Server link and Inter Airline Through Check-In link shall be invoiced and paid in advance. The annual charge for each link and Inter Airline Through Check-In link shall be invoiced and paid monthly. The External Electronic Ticketing Server Link usage charge and Inter Airline Through Check-In usage charge shall be invoiced and paid monthly in arrears.

###### 4.1.4 Manpower Charges

Manpower charges (as set out in section 2) incurred shall be invoiced monthly in arrears.

##### 4.1.5 Expenses

Expenses (as set out in section 3 incurred shall be invoiced monthly in arrears.

#### 5. ECONOMIC CHANGE ADJUSTMENT (INFLATION)

##### 5.1 General

- 5.1.1 All Charges described in this schedule 5 (Charges) are quoted on the basis of 2025 rates, unless otherwise agreed by the parties.

- 5.1.2 With effect from January 1, 2026 and each subsequent January 1 during the Term, Amadeus shall calculate and apply an economic change adjustment (the "Economic Change Adjustment" or "ECA") to the then-current Charges based on the percentage change in the Economic Change Index in respect of the preceding twelve (12) months, as further described below (the "ECA Calculation").

- 5.1.3 The Economic Change Adjustment will be determined in accordance with the ECA Calculations as soon as practicable after the release of the Economic Change Index and applied to the Charges for the following calendar year. Such process shall commence as soon as practicable after the release of the Economic Change Index.

- 5.1.4 In no event will the Economic Change Adjustment be applied so as to cause a decrease in any of the Charges (including the Ongoing Charges and Charges priced on a fee rate basis). For clarity, if any ECA Calculation would result in a decrease in any of the Charges, such ECA Calculation shall not be applied to the relevant Charge and the applicable price for such Charge for the following calendar year will remain at the same level as the current calendar year.

- 5.1.5 For the purpose of the ECA Calculations and the evolution of the Charges during the Term, the following shall apply:

- (a) each price quoted in Euro cents, shall be rounded to the same number of decimal places as that price is described

in this schedule 5 (Charges) at the Commencement Date; and

- (b) prices quoted in whole numbers of Euros, shall be rounded to the nearest whole number;
- (c) with the result, in each case, used to calculate the applicable Charges in the following calendar year. Numbers ending with a five (5) or more in the decimal place immediately following the final applicable decimal place for rounding that price shall be rounded up; and
- (d) for the purpose of calculating the applicable Charges in the following calendar year, the unrounded number of each price in the then current year shall be used.

5.1.6 Amadeus shall perform the ECA Calculations in accordance with this Section 5 and shall submit ECA and ECI values to Ground Handler (to the address defined in the cover of the Agreement for Notices, email form is sufficient) on a yearly basis. The new ECA and ECI values shall be deemed incorporated into the Agreement.

## 5.2 Economic Change Index

5.2.1 As part of the ECA Calculations, Amadeus shall calculate and apply, in accordance with this Section 5.2, an inflation adjustment to all of the Charges described in this schedule 5 (Charges) using the Economic Change Index.

5.2.2 The Economic Change Index shall be applied to the price of each of the Charges as follows:

- (a) for all Man-day Rates or any manpower-related charges, one hundred per cent (100%) of the Economic Change Index will be applied; and
- (b) for all other Charges, including supplements and discounts to the Charges (excluding supplements and discounts stated as a percentage), two thirds of the Economic Change Index less a productivity factor of 1% will be applied.

5.2.3 Ground Handler and Amadeus agree to use the Economic Change Index for the purpose of determining inflation. If the then-publisher of the Economic Change Index ceases to publish the Economic Change Index (or a material component thereof), Ground Handler and Amadeus shall use commercially reasonable efforts to agree a substitute, comparable index published at least annually by a mutually acceptable source.

---

**SCHEDULE 6 - AUTHORISED USERS**

---

At the Commencement Date of the Agreement there are no Authorised Users agreed.



## SCHEDULE 7 – PERMITTED THIRD PARTY ELECTRONIC TICKETING SERVER SYSTEM LINKS

### 1. ETICKETING SERVER SYSTEM LINK

- 1.1 Altéa Departure Control - Customer Management can associate Electronic Tickets to passengers where Amadeus has received the Electronic Ticket information. When the Groundhandled Airline is hosted in the Amadeus electronic ticket server, this association is fully automated and does not require any link validation with any external system. electronic ticket association with ticketing systems other than Amadeus electronic ticket server is achieved using industry standard ETicketing messages when agreements and links are in place.

### 2. ETICKETING SERVER SYSTEM LINK IMPLEMENTATION

- 2.1 Amadeus will, on request by the Ground Handler, supply a list of existing links between the Customer Management Component of the Amadeus Platform and other ticketing systems.
- 2.2 Amadeus shall implement ETicketing server system links existing at the time of signature of the Agreement. The list of existing links to be implemented is defined by ticketing systems in which the relevant Groundhandled Airline included in the scope are hosted. This list is frozen at the time the Baseline Plan is signed-off in accordance in the provisions of schedule 2 (Implementation Services) ("**Baseline Plan Sign-Off**"). After Baseline Plan Sign-Off, any addition of a new ETicketing Server System link is subject to approval by both parties in accordance with the Change Control Procedure.
- 2.3 Any new link between Altéa Departure Control - Customer Management and ETicketing server systems other than Amadeus Electronic Ticket Server that are requested to be implemented after the Baseline Plan Sign-Off is subject to additional Charges as described in Section 1.5 (Optional Services) of schedule 5 (Charges).

## SCHEDULE 8 – PERMITTED INTER AIRLINE THROUGH CHECK-IN LINKS

### 1. INTER-AIRLINE THROUGH CHECK-IN LINK DEFINITION

- 1.1 When a Passenger is accepted onto a flight in Altéa Departure Control - Customer Management, the Passenger's itinerary is checked to determine authorized connecting flights on a Groundhandled Airline or another airline hosted on a departure control system other than Altéa Departure Control - Customer Management. Check-in with the other departure control system is achieved using industry standard IATCI (Inter-Airline Through Check-in) messages when applicable agreements and links are in place.

### 2. INTER-AIRLINE THROUGH CHECK-IN LINK IMPLEMENTATION

- 2.1 Amadeus will, on request by the Ground Handler, supply a list of existing IATCI links between the Customer Management Component of the Amadeus Platform and other departure control systems.
- 2.2 Amadeus shall implement IATCI links existing at the time of the signature of the Agreement. The list of existing IATCI links to be implemented must be provided by the Ground Handler for Scope sign-off and is frozen at the date the Baseline Plan is signed-off in accordance with the provisions of schedule 2 (Implementation Services) ("**Baseline Plan Sign-Off**"). After Baseline Plan Sign-Off, any addition of a new IATCI link is subject to approval by both parties in accordance with the Change Control Procedure.
- 2.3 Any new link between Altéa Departure Control - Customer Management and other departure control systems that are requested to be implemented after Baseline Plan Sign-Off is subject to additional Charges as described in Section 1.5 (Optional Services) of schedule 5 (Charges).

## SCHEDULE 9 – CHANGE CONTROL PROCEDURE

### 1. DEFINITIONS

- 1.1 Unless expressed otherwise, all terms in this schedule 9 (Change Control Procedure) shall have the meanings set out in this Agreement.
- 1.2 In this schedule, the following terms shall have the following meanings:
- “Change”** means a change to the Amadeus Platform, the Services or this Agreement;
- “Change Management Process”** means the relevant standard Amadeus process for agreeing CMP Changes. For the avoidance of doubt, each Change Management Process forms part of the Change Control Procedure;
- “Change Request”** means a written request for a Change in the form attached as Appendix 1 to this schedule 9 (Change Control Procedure) which is submitted by one party to the other in accordance with this schedule;
- “CMP Change”** means a lower level Change which will not result in an amendment to the drafting of this Agreement;
- “Contract Change”** means an amendment to the drafting of this Agreement; and
- “Evaluation Report”** means a written report to be provided by the Ground Handler in accordance with section 3.2 of this schedule.

### 2. CHANGES

- 2.1 If at any time either party wishes to propose a Change, it may do so only by requesting the Change in accordance with the Change Control Procedure set out in this schedule.
- 2.2 Until a Change has been made in accordance with the Change Control Procedure, each party shall, unless otherwise agreed in writing, continue to perform their obligations under this Agreement as if the request for a Change had not been made.
- 2.3 Discussion between Ground Handler and Amadeus concerning a proposed Change shall result in any one of the following:
- 2.3.1 no further action being taken;

2.3.2 a Change being implemented in accordance with the Change Control Procedure;

2.3.3 an amendment to the relevant part(s) of the Agreement.

2.4 A Change may be agreed as either:

2.4.1 a Contract Change; or

2.4.2 a CMP Change.

2.5 Amadeus may not withhold its agreement to Changes requested by Ground Handler for the reasons set out in section 5 of this schedule.

### 3. CONTRACT CHANGE - CHANGE CONTROL PROCEDURE

- 3.1 The Ground Handler may make a Change Request for Contract Change by using the form set out as Attachment 1 to this schedule 9 (Change Control Procedure).
- 3.2 Amadeus shall evaluate the Change Request and, in circumstances where the Change Request relates to a material variation to the Amadeus Platform, the Services or this Agreement in the reasonable opinion of Amadeus, shall provide to Ground Handler, no later than fourteen (14) days following receipt of the Ground Handler's Change Request, an Evaluation Report which shall include the following:
- 3.2.1 Amadeus' assessment of the feasibility of the proposed Contract Change;
- 3.2.2 the likely impact of the Contract Change on the Amadeus Platform, the Services or any other part of this Agreement;
- 3.2.3 resource requirements;
- 3.2.4 likely implementation date for the proposed Contract Change; and
- 3.2.5 any alteration to the Charges as a result of the proposed Contract Change, including the reasons for any such alteration.
- 3.3 The Ground Handler will notify Amadeus in writing within twenty one (21) days of receipt of the Evaluation Report as to whether it:
- 3.3.1 requires Amadeus to proceed with the Contract Change, in which case the Contract Change shall be implemented in accordance with the Agreement; or

- 3.3.2 does not require the Contract Change to be implemented, in which case the parties shall continue to perform their obligations and the Amadeus Platform and the Services shall continue to be provided in accordance with this Agreement as if the Change Request had not been made; or
- 3.3.3 requires further information, in which case Amadeus shall provide such further information within fourteen (14) days of the Ground Handler's request, following which the Ground Handler shall either require Amadeus to proceed with the Contract Change or notify Amadeus that it does not require the Contract Change to be implemented.
- 3.4 Amadeus may also make a Change Request (and will, in circumstances where the Change Request relates to a material variation to the Amadeus Platform, the Services or this Agreement in the reasonable opinion of Amadeus, prepare and submit, at its cost, an Evaluation Report to accompany its Change Request) which will be dealt with in accordance with this Change Control Procedure. The Ground Handler is entitled (in its discretion) to refuse any Contract Change proposed by Amadeus.
- 3.5 Contract Changes shall be signed by the authorized representatives of both parties to signify their approval of the Contract Change.

#### **4. CHANGE MANAGEMENT PROCESS**

- 4.1 CMP Changes may be requested in the following cases:
  - 4.1.1 a Change to the Implementation Services or Baseline Plan regarding the change to the Location or in the Groundhandled Airlines scope, for example addition of a new Groundhandled Airline, removal of the Groundhandled Airline from the scope, Groundhandled Airline terminal change; or
  - 4.1.2 provision of additional Man Days as ad hoc additional services, for example training beyond the then current scope of Services of the Agreement.
- 4.2 CMP Changes shall be agreed in accordance with the relevant documented Change Management Process. Approval of such CMP Changes in accordance with the Change Management Process shall result in a variation to this Agreement.

#### **5. PRE-AGREED REASONS FOR CHANGES**

- 5.1 Amadeus may not withhold its agreement to CMP Changes or Contract Changes to schedule 3 (Locations) for the following reasons:
  - 5.1.1 Groundhandled Airlines terminal close down;
  - 5.1.2 Ground Handler cessation of activities at Location; or
  - 5.1.3 opening of a new Location.
- 5.2 Amadeus may not withhold its agreement to the following CMP Changes:
  - 5.2.1 Groundhandled Airline terminal change;
  - 5.2.2 removal of the Groundhandled Airline from the scope of this Agreement due to the expiry or termination of Groundhandled Airline's agreement with Ground Handler.

#### **6. COSTS**

- 6.1 Subject to section 6.2, unless expressly agreed otherwise in writing by the parties, each party shall bear its own costs and expenses incurred in complying with this Change Control Procedure.
- 6.2 If the preparation of an Evaluation Report would involve, in the reasonable opinion of Amadeus, a significant effort, Amadeus may, where agreed by the Ground Handler, charge the Ground Handler for the production of the Evaluation Report on a time and materials basis or such other amount as the parties may agree. Amadeus shall have no obligation to provide an Evaluation Report to the Ground Handler in such circumstances where the Ground Handler does not agree to pay the charges for Amadeus doing so.

## SCHEDULE 9

## ATTACHMENT 1 CHANGE CONTROL PROCEDURE

## CHANGE REQUEST FORM

<b>DOCUMENT</b>	<b>Page Number</b>
<b>VERSION</b>	<b>Section</b>
<b>SCHEDULE</b>	<b>Number</b>
<b>ORIGINATOR</b>	<b>Date</b>
<b>PRIORITY</b>	<b>Date required</b>

<b>DESCRIPTION OF CHANGE</b>		
<p><i>[Sample change wording below:</i></p> <p>(1)      <i>Addition/removal of Locations</i></p> <p><i>Schedule 3 (Locations) shall be amended by [adding]/[deleting]/[amending] the following rows [to]/[from]/[of] the table[s] set out in section [1]/[2] to it: [●]</i></p> <p>(2)      <i>Addition/removal of Authorised User(s)</i></p> <p><i>Schedule 6 (Authorised Users) shall be amended by [adding]/[deleting] the following parties [to]/[from] the list set out in that schedule: [●]</i></p>		
<b>REASONS FOR CHANGE</b>		
Authorised [Ground Handler] [name of authorised representative]	by by	Date
[Authorised/Agreed to] [Amadeus] [name of authorised representative]	by by	Date

## SCHEDULE 10 – AMADEUS NETWORK SERVICES

---

1. **IN THIS SCHEDULE, THE FOLLOWING CAPITALISED TERMS SHALL HAVE THE FOLLOWING MEANINGS:**

**“Airport(s)”** means the airport(s) listed in Attachments 1 and 2 as amended from time to time in accordance with the Change Control Procedure.

**“Amadeus Airport Link Altéa”** means the network service covering the transport of Altéa DCS transactions and responses between the Altéa DCS host and the Airport CUTE/CUSS servers as applicable.

**“Amadeus Airport Link – Internet VPN”** means the network service covering the transport of data between Amadeus services hosted at Amadeus Data Centre (s) and the Ground Handler Airport location. This service is carried over the public internet, data is encrypted using IPsec protocol, and the Ground Handler must provide its own network interface device (to a specification approved by Amadeus) and internet access at the Ground Handler Airport location.

**“Amadeus Network Services”** means the service set out in Attachments 1 and 2 of this schedule as amended from time to time.

**“IP” or “IPSec”** is an industry standard protocol used to encrypt and authenticate data exchanged between client and server peers.

**“IPSec VPN Tunnel”** means a virtual private network used to provide communication over the public internet between two geographical points. In this case one geographical point is the terminating PoP at the designated Amadeus Data Centre and the other geographical point is the terminating PoP located at the Airport(s).

**“Customer Premises Equipment” or “CPE”** means a router equivalent placed at the Airport that is used to provide the telecommunication service.

**“CUTE”** means the IATA common user terminal equipment industry standard.

**“CUSS”** means the common use self-service industry standard used in connection with kiosk check-in.

**“CUTE Airports”** means the Airports (or where applicable, the terminals of the Airports) that comply with CUTE.

**“Terminating PoP”** is a physical location, where Amadeus and Ground Handler interconnect their networks. This demarcates the boundary where Amadeus delivers the Amadeus Network Services to Ground Handler and where the responsibility for the Amadeus Network Services ends.

**“Internet Service Provider (ISP)”** means the third party internet service company who has been appointed by the Airport(s) to provide the internet service to the Terminating PoP in the designated Amadeus Data Centre.

**“VPN Peer”** means a virtual private network used to provide communication over the public internet between two geographical points. In this case one geographical point is the Terminating PoP at the designated Amadeus Data Centre and the other geographical point is the Terminating PoP located at the Airport(s).

## 2. **THE AMADEUS NETWORK SERVICE**

2.1 Amadeus shall provide the Amadeus Network Services in accordance with this schedule.

2.2 The Ground Handler may request in writing, in accordance with the Change Control Procedure:

2.2.1 that the Amadeus Network Services be provided at a new Airport or an additional Airport, and/or

2.2.2 extra bandwidth for Airports where Amadeus Network Services have been implemented, and/or

2.2.3 an additional IPSec VPN Tunnel can be established with the designated Amadeus Data Centre at the Airport(s) where Amadeus Network Services have been implemented.

2.3 Any changes to the Amadeus Network Services in accordance with section 2.2 above shall be agreed in accordance with the Change Control Procedure, it being understood that additional charges or and/or other applicable terms and conditions may apply to such additional Amadeus Network Services.

## 3. **AMADEUS RESPONSIBILITIES**

### 3.1 **Amadeus Airport Link Altéa**

Amadeus shall be responsible for:

3.1.1 Deployment of an IP network at selected CUTE or CUSS destination Airports for Ground Handler.

3.1.2 Connection of the number of CUTE or CUSS terminals provided by Ground Handler.

3.1.3 Fully managed service from Customer Premises Equipment (CPE) located in the Airport core rooms to the designated Amadeus Data Centre.

3.1.4 Access to the Amadeus system using the infrastructure of global and local telecommunication providers.

### 3.2 **Amadeus Airport Link – Internet VPN**

Amadeus shall be responsible for:

3.2.1 Providing an indication of the bandwidth requirements based on the questionnaire answers from Ground Handler.

3.2.2 Managing Amadeus' own IPSec VPN Tunnel configuration, VPN Peer, internet connection at designated Amadeus Data centre. It is expected that the Airport(s) will use public IP addresses, but in the event that there is a preference to use addresses from the private IP range, Amadeus will advise on any collisions with the existing range on the Amadeus network. Ground Handler is responsible for providing internet ISP connectivity.

3.2.3 In the event that there is a disruption in service delivery to the VPN Peer in designated Amadeus Data Centre, Amadeus will assist by eliminating the possibility of any interruption in service created from the VPN Peer in designated Amadeus Data Centre to the Amadeus



Network, but will not assume any responsibility for the Airport/s chosen ISP service.

#### 4. **GROUND HANDLER RESPONSIBILITIES**

##### 4.1 For the **Amadeus Airport Link Altéa**, Ground Handler shall be responsible for:

- 4.1.1 Assistance with Airport CUTE or CUSS provider as applicable and Airport Authority in granting Amadeus network access to the CUTE or CUSS (as applicable) core rooms.
- 4.1.2 Test connectivity of Amadeus Airport Link- Altéa.
- 4.1.3 Contracts with local CUTE or CUSS or Local supplier (as applicable) for the Airport LAN Services.
- 4.1.4 Access to Ground Handler hosted applications from CUTE terminals and from non-CUTE terminals.
- 4.1.5 Provide sufficient information to allow Amadeus to implement Amadeus Airport Link Altéa.
- 4.1.6 Provide sufficient information in problem reports to allow Amadeus to trouble-shoot incidents.

##### 4.2 For the **Amadeus Airport Link – Internet VPN**, Ground Handler shall be responsible for:

- 4.2.1 Procuring and paying the services of an Internet Service provider (ISP) who will provide the level of service that the Airport(s) require for their connectivity. Any provision for redundancy is the responsibility of the Ground Handler and their ISP.
- 4.2.2 Procure or recycle suitable hardware which can be used for the VPN Peer at the Airport(s). Suitable hardware is considered to be a server, router or firewall which can communicate with the Amadeus VPN Peer in designated Amadeus Data Centre using the industry standard IPSec protocol, and must be approved by Amadeus prior to deployment.
- 4.2.3 Nominating a suitable technical representative to set up the Airport(s) VPN Peer and Local LAN. This can be either the Airport(s) own procured local IT Service provider, or a dedicated employee/s with the Airport(s) who has the required level of knowledge.
- 4.2.4 Ensure that the correct bandwidth is procured with the ISP.
- 4.2.5 Test connectivity of Amadeus Airport Link – Internet VPN .
- 4.2.6 Providing sufficient information to allow Amadeus to access the suitability of Amadeus Airport Link – Internet VPN ensuring that Amadeus Airport Link – Internet VPN meets the requirements of the Airport.
- 4.2.7 This is a half managed product which means that the Airport(s) is responsible for troubleshooting any incidents which result in the interruption of internet service delivery to the VPN Peer in designated Amadeus Data Centre.
- 4.2.8 If Amadeus Airport Link – Internet VPN is planned to be used in a CUTE/CUSS environment, it is the responsibility of the Ground Handler to check with the local CUTE/CUSS provider that connectivity can be established using an internet connection.

## 5. GENERAL DEPENDENCIES

- 5.1 The Ground Handler and Amadeus share a high level of co-operation. Amadeus and the Ground Handler agree to assign appropriate staff with the necessary knowledge, experience and decision-making authority to the project to implement the Amadeus Network Services. Responsibilities are detailed in sections 3 and 4 of this schedule and provide the framework for this co-operation. A high level of technical competency in relation to networking skills is required from the Ground Handler's nominated person.

## 6. LIMITATIONS ON SCOPE

- 6.1 Amadeus Network Services are only available to connect Amadeus solutions located at the Ground Handler location(s) with Amadeus Data Centres. Amadeus Network Services do not include any internet traffic or email traffic.
- 6.2 The Ground Handler is required to continue contracting separately with their chosen local supplier for Airport LAN services.

## 7. PROJECT MANAGEMENT

- 7.1 Each party shall designate one of its employees to be its project manager, who shall act for that party on all matters related to the implementation of the Amadeus Network Services (the "Project Managers"). Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers shall meet or converse as often as either one requests, but at least weekly, to review the status of the implementation.

## 8. LIABILITY

- 8.1 Amadeus is responsible for Amadeus Network Services as provided herein. Amadeus shall not be liable for any service and/or product provided to Ground Handler by a third party.
- 8.2 Without prejudice to Clause 13 (Liabilities and remedies) of the Agreement, to the fullest extent permitted by applicable law, in no event shall Amadeus be liable to Ground Handler or any Groundhandled Airline for loss of profits, revenues, indirect, special, incidental, consequential, or other similar damages arising out of or in connection with this schedule or any breach hereof. To the fullest extent permitted by applicable law, Amadeus shall not be liable for any damages caused by delay in delivery of Amadeus Network Services, installation, or furnishing of products related to the Amadeus Network Services. Without prejudice to the generality of the foregoing, to the fullest extent permitted by applicable law, Amadeus' and its Affiliates total aggregate liability arising under this schedule or otherwise with respect to the subject matter hereof, whether arising out of breach of contract, warranty, negligence, strict liability in tort or otherwise shall in no event exceed the equivalent of the fees paid by Ground Handler to Amadeus under this schedule in the three (3) months preceding the incident leading to such liability.

## 9. TERM AND TERMINATION

The term of this schedule shall commence as of the Commencement Date and continue for the remainder of the Term of the Agreement.

**ATTACHMENT 1****Amadeus Airport Link Altéa****1. GENERAL**

Amadeus shall deploy an IP network at CUTE Airports as listed below for Ground Handler. The IP network will be sized to carry the Ground Handler agent check in traffic between the Airports and the Amadeus Data Centre. Common Use Self Service (CUSS) is also an option and is subject to a feasibility study by Amadeus as set out in section 2 below.

Amadeus will enable Amadeus Network Services from Customer Premises Equipment located in the Airport core rooms to the Amadeus Data Centre. The Airport LAN and the CUTE terminals are out-of-scope for this end-to-end support service.

**2. OUT OF SCOPE SERVICES**

Ground Handler will be required to continue contracting separately with their chosen local CUTE/CUSS/local supplier for Airport CUTE/CUSS and LAN services.

Traffic from Internet and email is excluded from the scope of Amadeus Airport Link Altéa.

Traffic from Ground Handler back office is not included in the scope of the Amadeus Airport Link Altéa product, unless a feasibility study has been carried out by Amadeus and agreement has been reached by both parties.

**3. SERVICE DESCRIPTION**

The IP network will be deployed to the Airports listed in the table below.

Location	Airport Code	Terminals	Country
Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS), 823 11 Bratislava 216, Slovak Republic	BTS	All	Slovak Republic

Each Airport will be connected using an appropriately sized communications link with adequate redundancy. An adequate backup will be installed for failures of the primary communications link.

## **ATTACHMENT 2**

### **Amadeus Airport Link – Internet VPN**

#### **1. GENERAL**

Amadeus and Ground Handler shall jointly deploy an IPSec VPN connection between the Amadeus Data Centre and the Airport(s). The connection will carry the Ground Handler traffic from the Customer Premises Equipment (CPE) located in the Airport core room (or other agreed location) over the public internet to the designated Amadeus Data Centre.

Amadeus Airport Link – Internet VPN depends on the Ground Handler providing their own internet services with their chosen Internet Service Provider (ISP). The Ground Handler will arrange the Service Level of their choice with the ISP. Using the internet it is possible to establish a Peer to Peer connection using a Virtual Private Network (VPN). This will connect the Ground Handler to the Amadeus network in designated Amadeus Data Centre, where access to subscribed applications will be given. This means that the Ground Handler may set up the required number of IP addresses on a local LAN and via his chosen hardware device create his virtual network (VPN) over the public internet. The VPN uses the IPSec protocol which provides the necessary encryption to secure the data being exchanged between each peer and is commonly known as IPSec VPN Tunnel. The Ground Handler may choose his own network interface device, router, firewall, server or gateway but it must be compatible with the IPSec protocol, and be a device approved by Amadeus.

Amadeus shall share the initial deployment of an IPSec VPN Tunnel network at Airport(s) as listed below for Ground Handler. The IP network will be sized by the Ground Handler and his ISP to carry the Ground Handler agent subscribed application traffic between the Airports and the Terminating PoP at the designated Amadeus Data Centre.

Amadeus will enable Amadeus Network Services from VPN Peer in Amadeus Data Centre to the Amadeus Network in Amadeus Data Centre. The ISP, Airport LAN, and the terminals are out-of-scope for this service.

Amadeus recommend that the Ground Handler should engage the appropriate level of internet service support model with their chosen ISP.

#### **2. OUT OF SCOPE SERVICES**

Ground Handler will be required to continue contracting separately with their chosen local supplier for the Airport and local LAN services. Amadeus will not directly support any issues arising from communication failure between the airport and the VPN Peer in Amadeus Data Centre.

Traffic from Ground Handler CUTE/CUSS is also an option to the scope of Amadeus Airport Link – Internet VPN. The Ground Handler should check with the local CUTE/CUSS provider to establish that connectivity can be established using an internet connection.

Traffic from internet traffic (e.g. Ground Handler website) with email traffic is excluded from the scope of Amadeus Airport Link – Internet VPN unless otherwise agreed by the parties.

#### **3. SERVICE DESCRIPTION**

The Amadeus Airport Link – Internet VPN network will be deployed to the Airports listed in the table below.

<b>Location</b>	<b>Airport Code</b>	<b>Terminal</b>	<b>Country</b>
Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS), 823 11 Bratislava 216, Slovak Republic	BTS	All	Slovak Republic

Each Airport should be connected using an appropriately sized communications link. Amadeus will provide decision making support, but the Ground Handler shall be responsible for contracting with their chosen ISP.