

Supplement – Amadeus Passenger Verification (APV)

Airport IT Services

Date 04th April 2025

Between:

Amadeus IT Group, S.A.

and

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



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SUPPLEMENT FOR AMADEUS PASSENGER VERIFICATION SERVICES

THIS SUPPLEMENT IS MADE BY AND BETWEEN THE PARTIES.

PARTIES

(1) **AMADEUS IT GROUP, S.A.**, a company incorporated in Spain (No. CIF A-84236934) whose registered office is at c/. Salvador de Madariaga 1, 28027 Madrid, Spain ("**Amadeus**"); and

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

each a "**party**" and together the "**parties**".

1. Incorporation of documentation
 - 1.1 This supplement (as amended from time to time in accordance with the Change Control Procedure) incorporates the following documents (together the "**Supplement**"):
 - 1.1.1 Attachment 1 – Application Services describing the following solution:
 - (a) Amadeus Passenger Verification
 - (b) Amadeus Airport Link Internet VPN
 - 1.1.2 Attachment 2 – Implementation Plan/Strategy;
 - 1.1.3 Attachment 3 – Charges;
 - 1.1.4 Attachment 4 – Service Delivery Model; and
 - 1.1.5 Attachment 5 – Service Levels;
 - 1.2 The General Terms for Airport IT Services dated 04th April 2025 and the following other documentation ("**Schedules**"):
 - 1.2.1 Schedule 1 - General Definitions;
 - 1.2.2 Schedule 2 - Implementation Principles;
 - 1.2.3 Schedule 3 - Charging Principles; and
 - 1.2.4 Schedule 4 - Operational & Delivery Principles.
 - 1.3 The parties agree that the General Terms and Schedules shall have legal effect only in the context of performance of this Supplement, but not give rise to separate obligations, rights or remedies in the absence of this Supplement.
 - 1.4 In this Supplement, defined terms have the meanings given in the General Definitions and or Schedules and if not defined therein, have the meanings given to them in this Supplement.
 - 1.5 In the event of any conflict between the terms of this Supplement and the General Terms (including the Schedules thereto), the conflict will be resolved in the following order of precedence:
 - 1.5.1 any Changes agreed between the parties after the Effective Date;
 - 1.5.2 the conditions set out in Section 5 ("**Special Conditions**");
 - 1.5.3 the General Terms (including the Schedules thereto);
 - 1.5.4 the terms of this Supplement except the Special Conditions (including the Attachments hereto); and
 - 1.5.5 any other documents incorporated into this Supplement.

- 1.6 This Supplement is incorporated into and forms part of the Agreement. The terms of the Agreement (including any and all Exhibits and Schedules thereto) shall apply in full to this Supplement, save that if and to the extent that any inconsistency between this Supplement and the Agreement arises, the provisions of this Supplement shall prevail over the conflicting provisions of the Agreement (or any Exhibits or Schedules thereto).
- 1.7 Unless agreed otherwise, capitalised terms used in this Supplement shall have the meaning set out in Schedule 1 (General Definitions) of the Agreement. Capitalised terms which are not defined in Schedule 1 shall have the meaning set out in Section 1.8 below.
- 1.8 In this Supplement, the following additional definitions apply:
- “Airline”** means airlines using or serviced on APV by Customer in the scope of this Supplement.
- “Airport”** means airports described in Section 2 (Airports in Scope) of Attachment 4.
- “Amadeus Passenger Verification”** means the services described in Attachment 1.
- “Application Services”** means Amadeus Passenger Verification Solution.
- “APV”** means Amadeus Passenger Verification.
- “Charges”** means the charges payable for the Services, as set out in Attachment 3 (Charges).
- “Implementation Plan”** means the implementation plan agreed between the parties pursuant to Attachment 2 (Implementation Plan/Strategy) of this Supplement.
- “Hardware Supply Agreement”** has the meaning given to it in Section 6.5.8 of Attachment 1.
- “Services”** means the services described in Section 6 (Services) of this Supplement and Attachment 1 (Application Services).
- “Effective Date”** means the date pursuant to the section 2.3 of this Supplement
2. Term
- 2.1 This Supplement shall commence on the Effective Date and shall expire on 30th May 2028 (the **“Initial Term”**) unless this Supplement is renewed in accordance with Section 2.2 or terminated earlier in accordance with this Supplement or the General Terms.
- 2.2 This Supplement shall expire at the end of the Initial Term.
- 2.3 This Supplement 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.
3. Implementation Services and Migration Strategy
- 3.1 Notwithstanding anything to the contrary in this Supplement, the APV Services were implemented prior to the Effective Date of this Supplement under the terms of a separate APV supplement between the parties dated 25 May 2019 (hereinafter **“Previous APV Supplement”**); and
- 3.2 Customer has requested and Amadeus agrees to terminate the Previous APV Supplement in order to replace such supplement with this Supplement. Therefore, the Previous APV Supplement shall effectively terminate on the Effective Date of this Supplement.
- 3.3 The Parties shall implement Amadeus Passenger Verification as set out in Attachment 2

(Implementation Plan/Strategy) using the following migration strategy:

- 3.3.1 Customer and Amadeus will perform one (1) rehearsal and plan for one (1) additional rehearsal for contingency reasons.
- 3.3.2 The Critical Milestone "Cutover" shall be achieved when the first passenger is scanned or verified (whichever occurs first) on the first operational flight on the Amadeus Passenger Verification System.
- 3.3.3 Unless otherwise agreed in writing between the Parties, "End of Project Milestone" shall be deemed achieved four (4) weeks following the Critical Milestone "Cutover".

4. Charges

- 4.1 Customer shall pay the Charges set out in Attachment 3 (Charges) hereto, and the charging principles shall be in accordance with the provisions of Schedule 3 - Charging Principles.

5. Special Conditions

- 5.1 Without prejudice to Clause 13 (Limitation of Liability) of the General Terms, the Liability Cap (as referenced in Clause 13) applicable to Amadeus and its Affiliates collectively for all liabilities incurred in connection with this Supplement (irrespective of potential liabilities incurred under other Supplements, if any) shall not exceed an amount equal to fifty percent (50%) of the total amount paid by Customer to Amadeus under this Supplement up to the date the cause of action arose.
- 5.2 Clause 17 of the General Terms shall not apply to the contractual relationship governed by this Supplement.
- 5.3 Governing Law and Dispute Resolution:
- 5.4 The Parties agree that their legal relations arising under this Supplement 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.
- 5.5 The courts of the Slovak Republic shall have jurisdiction to hear and determine any disputes arising out of this Supplement including disputes concerning its validity, interpretation and/or termination, and disputes concerning the interpretation and/or validity of the provisions of this Supplement.

6. Services

- 6.1 In consideration of payment of the Charges, Amadeus shall provide the Services under the terms of this Supplement and the Agreement, subject to the conditions and limitations and dependencies set forth in this Supplement.
- 6.2 Amadeus shall provide the APV Implementation Services in accordance with the migration strategy and the Schedule 2 Implementation Principles in order to build the Service Delivery Model through which Services are provided.
- 6.3 Amadeus shall from Cutover provide the Services to Customer for use by the Authorised Users through the Service Delivery Model to the performance standards set out in, and subject to the terms of, the Service Levels and this Supplement.
- 6.4 Amadeus shall use commercially reasonable efforts to provide the APV in accordance with the Service Levels set out in Attachment 5 (Service Levels). The Service Levels are advisory only and create no warranty or obligation as to result or performance. Amadeus sole obligation and liability and Customer's sole remedy for Losses arising out of or in connection with the availability of the Services shall be for Amadeus to provide the Services as set out in this Supplement.
- 6.5 The following Customer obligations shall apply (failure to comply shall be deemed a Savings Event):
 - 6.5.1 Customer will provide LAN and internet access for the APV hardware at no charge to

Amadeus and any requisite permissions from Customer third party network providers in relation to use and capacity of networks as contemplated hereunder.

- 6.5.2 Customer is responsible for the on-site management of the network connection required to connect to the Amadeus Data Center. Customer shall pay all costs and expenses arising in connection with such on-site management.
- 6.5.3 Customer is responsible for obtaining any requisite permissions from Authorised Users, ground handlers and third parties in relation to access to Customer third party provider applications and any passenger data and other sensitive airline data.
- 6.5.4 Customer is responsible for initial communication and ongoing coordination with all involved Airlines and any other third parties and Customer will ensure such third parties follow the implementation and configuration schedule agreed and provided by Amadeus and Customer in connection with the Implementation Project. Project delays or additional costs caused by lack of third party cooperation and/or availability will not be attributable to Amadeus. Costs and expenses that result from such Project delays will be payable by Customer.
- 6.5.5 The APV Project timeline and Milestones are specifically dependent on existing and/or new agreements between Customer and the Airlines and ground handlers to utilise Amadeus APV. Customer is responsible for obtaining those agreements and/or ensuring those agreements are obtained.
- 6.5.6 The services are based on Amadeus' normal costs in working for an airport's IT department. The services do not include extra costs that may be imposed by a general contractor for a construction project, including but not limited to: extra insurance, extra testing, and extra submittals.
- 6.5.7 If required during the term of this Agreement, Customer is responsible for ensuring that the Airport provides Amadeus, at no cost to Amadeus, with Airport office, test lab, training and storage space including office space with sufficient telephone and network connectivity services to enable Amadeus to fulfill its obligations described in this Agreement. Such office space shall be appropriately sized to accommodate all staff and required storage space.
- 6.5.8 The Services are subject to and conditional on signature by the parties of a hardware supply agreement for the provision of the hardware required in connection with the use of APV ("Hardware Supply Agreement").
- 6.6 The following shall be "Authorised Users" under this Supplement and may use the Services within the use rights granted in this Supplement (including Clause 8 (Intellectual Property Rights) of the General Terms): Customer, Airport, airlines and their third parties (including their respective Personnel), using or serviced with APV in the scope of this Supplement.
- 6.7 Customer agrees and acknowledges that while the Services may generate recommendations and other output data based on the Customer Data, such recommendations and other output data are supplied for information purposes only and should not be relied upon by it or its Authorised Users in making decisions (including in relation to aircraft movements). To the extent permitted by Law, Amadeus disclaims responsibility for any decision by Customer or its Authorised Users to move aircraft based upon the Services. Customer shall ensure that its Personnel and the Authorised Users receive sufficient training in relation to the Services to make them aware of the risks of using the Services other than for information purposes and to ensure that they do not use the Services other than for such purposes.

SIGNED for and on behalf of)

Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS)) Signature of authorized representative

) Name: Ing. Dušan Novota
) Title: Chairman of the Board of Directors
) Date

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Name: Ing. Juraj Vágner

Title: Member of the Board of Directors

Date

SIGNED for and on behalf of

Amadeus IT Group, S.A.

)

) Signature of authorized representative

)

)

) Date

)

ATTACHMENT 1 – APPLICATION SERVICES

1. APPLICATION SERVICES

1.1 The Amadeus Passenger Verification solution (“APV”) is a boarding pass validation application to support Customer with boarding pass scanning at two checkpoints during the passengers journey at the Customer Airport. APV also provides static tracking information to Customer’s Authorised Users as to where the passenger is located at the Airport based on a passengers last scanning at the designated Airport checkpoints.

1.2 APV will initially be implemented to include the following capabilities:

- 1.2.1 Enhanced Verification using Altéa CM Data
- 1.2.2 Last Seen Location updated in Altéa CM
- 1.2.3 Override option for Boarding pass scanning with errors
- 1.2.4 Customer Fast-Track handling
- 1.2.5 Configurability using Business Rules
- 1.2.6 Passenger Exit Handling (Airside→Landside)
- 1.2.7 Passenger Tracking Report
- 1.2.8 Basic Statistics (LSS controlled)

APV is available by Amadeus to Customer through Amadeus Web UI accessed from an internet browser from Customer’s desktop PC (as specified below) in the Customer Airport. Customer will access APV through Amadeus Airport Link Internet VPN, connected to Amadeus Data Center in Erding, Germany. Amadeus Airport Link Internet VPN is described Schedule 4. For all background processing logic allowing users to perform checks against the Amadeus Altéa DCSs and for non-Altéa DCSs, APV performs a number of verification checks based on the data setup of the business rules. APV includes a dedicated administration and configuration user interface including a set of options to check the boarding pass (BP) at security for departing passengers at the Airport.

1.3 Customer shall provide a desktop PC at the Airport to access APV in the following configuration unless otherwise required by Amadeus:

- 1.3.1 Windows 10 OS
- 1.3.2 LAN access to secured Amadeus Airport Link Internet VPN connectivity established between the Airport and Amadeus Data Center as part of implementation
- 1.3.3 Firefox browser in version ESR 60 (60.5.2)
- 1.3.4 USB and RS232 interface for connectivity with self-access gates

1.4 Documentation which contains the following (among others) shall be provided to Customer:

- 1.4.1 User Guides
- 1.4.2 Quick Reference
- 1.4.3 Technical documentation

1.5 Knowledge transfer sessions shall be provided to Customer including:

- 1.5.1 Testing Support (factory acceptance testing)
- 1.5.2 Implementation Support
- 1.5.3 Project Management
- 1.5.4 Data Loading & configuration support

- 1.5.5 Network Configuration
- 1.5.6 Software Update
- 1.6 APV includes the following components:
 - 1.6.1 Amadeus Passenger Verification Web User Interface
 - 1.6.2 Business Rule for admin purposes
 - 1.6.3 Airport Passenger Tracking
 - 1.6.4 Application Security via Amadeus Log-on Security Server (LSS)
 - 1.6.5 Project Management
 - 1.6.6 Implementation
 - 1.6.7 Altéa CM GUI last seen information. APV will project the 'last seen' information of the passenger based on the passenger's scanned checkpoint location, in the Altéa CM Boarding application
- 1.7 APV services do not include the following out of scope services:
 - 1.7.1 any custom modifications;
 - 1.7.2 APV services include the Amadeus standard Airport Passenger tracking. Developments (custom or otherwise) are not included. Any development work requested by Customer to Amadeus during the course of the implementation of APV or thereafter is subject to additional charges as agreed between the parties in accordance with the Change Control Procedure;
 - 1.7.3 Implementation & deployment services for additional checkpoints at the Airport;
 - 1.7.4 AODB Integration. Amadeus will provide Customer five (5) Man Days of consultancy for an Amadeus analysis to integrate APV to Customer's AODB solution. Such analysis is included in the Implementation Fee set forth in Attachment 3. Based on the results of this analysis, the scope and charges for Amadeus' provision to Customer of such interface are subject to additional charges and service description as agreed between the parties in accordance with the Change Control Procedure.
- 1.8 The following are out of scope and Customer responsibilities (at no charge to Amadeus):
 - 1.8.1 Customer shall provide internet access and own network device at the Airport and router/firewall with configuration to establish IPSEC VPN Tunnel between the Airport and Amadeus Data Center to enable the use of APV.
 - 1.8.2 Supply of internet connectivity and VPN hardware including configuration and maintenance at the Airport to establish connectivity between Customer Airport and Amadeus Data Centre, and for the APV end user workstations hardware and LAN connectivity for use of APV in connection with this Supplement.
 - 1.8.3 Provision of office, test lab, training and storage space for Customer and Amadeus while onsite at the Airport at no charge to Amadeus. Office space will include sufficient telephone and network connectivity services. Office space will be appropriately sized to accommodate all staff and required storage space as mutually agreed by Amadeus and the Airport.
 - 1.8.4 Customer is responsible for disposal of all packaging materials at its expense.
 - 1.8.5 Customer is responsible for obtaining and maintaining all required network connectivity and network configuration for the APV auto-gates and APV workstation connectivity at the Airport.
 - 1.8.6 Customer will provide internet network connectivity to access APV application (minimum throughput 512kbs, max 250 ms round trip to defined address).
 - 1.8.7 Customer shall provide internet access for Airport Link VPN ideally via two different ISPs with separate logical and physical infrastructure, to ensure a high level of Internet availability.

ATTACHMENT 2 - IMPLEMENTATION PLAN/ STRATEGY

As provided in Section 3 (Implementation Services and Migration) of this Supplement, the APV Services were implemented prior to the Effective Date of this Supplement under the terms the Previous APV Supplement.

1. DEPENDENCIES

- 1.1 Customer is responsible for providing internet connectivity and VPN hardware to establish the VPN to access the APV servers as described in this Supplement.
- 1.2 The Airport site preparation is the responsibility of Customer. This includes the installation pre-requisites set out in the Hardware Supply Agreement.
- 1.3 Execution of the Hardware Supply Agreement as described this Supplement.

ATTACHMENT 3 - CHARGES

1. Customer shall pay Amadeus the Charges set out below for the Implementation Services, the Ongoing Services and the provision of links (where applicable) and the Charges for other services as the parties may agree in writing as a variation to this Supplement in accordance with the Change Control Procedure.

Description	Fees
APV hardware	(as priced and governed under the Hardware Supply Agreement)
Amadeus Passenger Verification One-time Implementation Fee for Amadeus provision of Implementation Services for the Airport including travel as described in Section 2.2 of this Attachment and training as described in Attachment 2. 50% payable at signature of this Supplement and 50% payable at Cutover	Implementation Project Fee: Already paid under the Previous APV Supplement in 2020
As described in this Supplement, Amadeus will provide Customer the APV software as a service Services and Amadeus Airport Link Internet VPN for the Airport. Monthly usage fee from the Effective Date of this Supplement until 1 st June 2025 Monthly usage fee from 1st June 2025	 € 3,377 € 3,481

2. Man Day Rate
 - 2.1 For any consultancy or any other man power based support provided by Amadeus, Customer shall be charged on a 'time and materials' basis (unless otherwise agreed between the parties), excluding expenses. The Charges per Man Day are:

EUR 1,200 (one thousand two hundred Euros)
3. Economic Change Adjustment
 - 3.1 Fees and Charges set forth in this Supplement are based on 2025 rates. Without prejudice to the terms of Section 7 (Economic Change Adjustment (Inflation) of Schedule 3 (Charging Principles), beginning with effect from 1 January 2026 and each subsequent 1 January during the Term, the ECA shall apply.
 - 3.2 Amadeus travel expenses for Amadeus travel to the Airport during the Implementation project for up to eight (8) days of travel is included in the Implementation Project Fee. If Amadeus and Customer agree that additional Amadeus' travel to the Airport is required, such additional Amadeus' travel costs will be payable or reimbursed by Customer to Amadeus as per Amadeus' travel policy.
 - 3.3 The language for this project will be English. Any costs for translator or translation services are Customer's responsibility. Delays or additional costs caused by lack of translator availability will not be attributable to Amadeus and could result in project delays and additional costs to Customer.
 - 3.4 Any development work requested by Customer to Amadeus is subject to additional charges as agreed between the parties in accordance with the Change Control Procedure.

ATTACHMENT 4 - SERVICE DELIVERY MODEL

1. SCHEDULE 4 (GENERAL TERMS) APPLICATION

The following list represents the out of scope Services and in-scope Services (as further described in Schedule 4 (Operational & Delivery Principles)) provided to Customer in connection with the Services:

Amadeus Service	In/Out of Scope / Comments
<i>Help-Desk Services</i>	
<ul style="list-style-type: none"> End-User Help Desk Services 	Out of scope
<ul style="list-style-type: none"> Amadeus Help Desk Services 	In-scope
<i>Incident and Problem Management</i>	In-scope
<ul style="list-style-type: none"> Hardware Support 	As per separate Hardware Supply Agreement between Amadeus and Customer
<ul style="list-style-type: none"> Capacity Management 	In-scope
<ul style="list-style-type: none"> IT Service Continuity 	In-scope
<ul style="list-style-type: none"> Application Maintenance And Support 	In-scope
<ul style="list-style-type: none"> Platform Management 	In-scope
<ul style="list-style-type: none"> Production Environment 	In-scope
<ul style="list-style-type: none"> Test Environment 	In-scope
<ul style="list-style-type: none"> Training Environment 	Out of scope
<i>Network Services</i>	
<ul style="list-style-type: none"> Point Of Demarcation 	Amadeus Data Centre
<ul style="list-style-type: none"> Amadeus Airport Connection IPSec VPN / Airport Link Internet VPN 	In scope
<ul style="list-style-type: none"> Other Network Service 	Out of scope
<i>Field Support Services</i>	Out of scope
<i>Site Infrastructure Services</i>	Out of scope
<i>Third Party Supplier Management cooperation With Third Parties</i>	In scope with respect to hardware as per separate Hardware Supply Agreement between Amadeus and Customer
<i>Termination Assistance Services</i>	Out of scope

2. AIRPORTS IN SCOPE

At the Effective Date of this Supplement, APV hardware and peripheral devices as agreed between Customer and Amadeus under the Hardware Supply Agreement, together with the Services, will be deployed and accessible by the Customer only at the following Airports (unless otherwise agreed between the parties in accordance with the Change Control Procedure):

Airports	IATA Code	Country
Bratislava Airport	BTS	Slovakia

ATTACHMENT 5 - SERVICE LEVELS

1. Introduction

- 1.1 This Attachment describes the standard of performance of the Ongoing Services provided under the Agreement to and for the benefit of Customer. The Service Levels set out herein shall only apply to Supplements to the extent specifically provided for therein.

2. Definitions

"Acknowledgement"	means the acknowledgement, whether through human interaction or automation methods, of receipt by the Amadeus Help Desk of an incident reported by the Customer, as indicated by a time stamp in the Amadeus Incident and Problem Management System, and "Acknowledged" shall be construed accordingly.
"Agreed Service Time"	means the total time (measured in minutes) in a Measurement Window, reduced by the duration of any Scheduled Outages and Extraordinary Scheduled Outages, during that Measurement Window.
"Application Services"	means the Services described in Attachment 1 (Application Services).
"Availability"	means the relevant Measured Service is able to send valid responses to valid requests (and "Available" shall be construed accordingly).
"Extraordinary Scheduled Outage"	means any Outage that is scheduled on an infrequent basis to support exceptional activities, which cannot be completed within the Scheduled Outage windows.
"Incident"	means any event that is not part of the standard operation of a Measured Service and that causes, or may cause, an interruption to, or a reduction in, the quality of the Measured Services. An Incident shall be categorized as a "Functional Incident" , being an Incident which requires the loading of new software code, and an "Operational Incident" , which does not.
"Incident, Problem and Change Management System"	means the Amadeus' system that facilitates the execution of the operating procedures described in Schedule 4 - Operational & Delivery Principles.
"Incident Record" or "IR" or "PTR"	means the Amadeus record of each Incident documented in the Amadeus Incident, Problem and Change Management System.
"Measured Service"	is the specific Service that is being measured for a given Service Level Metric, as specified in this Attachment 5 of this Supplement (Service Levels).
"Measurement Window"	means (unless otherwise agreed) the calendar month during which a Service Level shall be measured.
"Monitoring System"	means the tools and methodology implemented and used by Amadeus to enable the accurate measurement of the performance criteria for the Measured Service.
"Ongoing Services"	means the Application Services, as may be amended from time to time through the Change Control Procedure.
"Outage"	means a period of time during which a Measured Service is not Available (and includes any Scheduled Outage, Unscheduled Outage and Extraordinary Scheduled Outage).
"Point of Measurement" or "PoM"	means the physical location where Availability or other Measured Services are measured as set out in this Attachment.
"Scheduled Outage"	means any Outage that is planned and communicated in accordance with the Amadeus outage scheduling plan.

"Service Level"	means each performance metric set out in this Attachment 5 relating to the performance of the given Ongoing Service for a given period.
"Service Level Commencement Date"	means the date which is three (3) months following Cutover to the relevant Measured Service in the Production Environment unless otherwise specified in the tables in this Attachment 5.
"Service Level Default"	occurs when a Measured Service does not meet the Service Level for a Measurement Window.
"Severity 1"	means a disruption to the Availability of the Measured Service which has a major impact on Customer'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.
"Severity 2"	means a disruption to the Availability of the Measured Service which has a substantial impact on Customer'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.
"Unscheduled Outage"	means an Outage which is neither a Scheduled Outage nor an Extraordinary Scheduled Outage.

3. Exceptions

3.1 For the avoidance of doubt, Amadeus shall not be responsible for any failure to perform to the contracted standards or to meet a Service Level to the extent that such failure is directly attributable to any of the following (which each also constitute a Savings Event):

- 3.1.1 Service or resource reductions agreed through the Change Control Procedure but where Amadeus has notified Customer that the implementation of such request may result in a failure to meet a Service Level;
- 3.1.2 failure of Customer or Third Party systems, networks or degradation of services not provided by Amadeus nor under the control of Amadeus; and
- 3.1.3 changes implemented by Customer or Customer activities which have not been initiated by nor communicated to Amadeus nor agreed to between Amadeus and Customer.

3.2 The achievement of Service Levels may be impacted by factors outside of Amadeus' control. Accordingly no Service Levels or performance warranties apply for transmissions through the Internet or any other network or interactions with systems outside of Amadeus' control such as (non exhaustively) Customer local network performance degradation, Customer PC hardware limitations, Customer or Third Party systems or application settings that are in the control of Customer to establish and maintain and Customer anti-virus settings that can be attributed to having an impact on the Ongoing Services.

2. Scheduled outages, Extraordinary scheduled outages

4.1 Amadeus may take Scheduled Outages for maintenance purposes:

- 4.1.1 during the Agreed Service Time, provided the number of Scheduled Outages per Measured Service under Section 8 (Availability) shall not exceed twelve (12) Scheduled Outages per calendar year, comprising one (1) Scheduled Outage per month,

and any other Scheduled Outage shall be an Unscheduled Outage for the excess time unless it is an Extraordinary Scheduled Outage.

4.2 Amadeus may introduce Extraordinary Scheduled Outages, temporary variations and/or suspensions to specific Service Levels in the following cases:

- 4.2.1 to implement platform technology changes that cannot be reasonably implemented without taking

- an Outage; or
- 4.2.2 to remedy system issues that cannot be reasonably implemented without taking an Outage, as determined by Amadeus.
- 4.3 If the Scheduled Outage or Extraordinary Scheduled Outage, either starts before or continues beyond the announced start and end times, the number of minutes either before or beyond such start or end time will be deemed an Unscheduled Outage.
- 4.4 Amadeus shall confirm to Customer seventy-two (72) hours in advance the occurrence of any Scheduled Outages and shall use reasonable efforts to do the same for any Extraordinary Scheduled Outages.
- 4.5 For both Scheduled Outages and Extraordinary Scheduled Outages, Amadeus shall provide Customer with the reasons for such Outage, the nature and expected timing and, any expected impact on the Measured Services.
3. Times
- 5.1 Unless otherwise set forth herein, all references in this Attachment 5 (Service Levels) to time, shall refer to UTC (Universal Time Coordinated).
- 5.2 Where there is a measurement of time, such measure shall be in units of hours, minutes, seconds or milliseconds as specified. Where the measurement is in seconds it shall be to the nearest two (2) decimal points, unless otherwise stated.
4. Monitoring System
- 6.1 Unless otherwise agreed, Amadeus will use its then current monitoring and measurement tools to monitor and measure the performance and delivery of the Measured Services against the applicable Service Levels.
5. Service Level
- 7.1 General
- 7.1.1 The Service Levels shall come into force as of the Service Level Commencement Date and shall apply for the Term of the Supplement.
- 7.1.2 The Service Levels will be measured at the Point of Measurement specified in this Attachment 5. Amadeus will use its then-current monitoring and measurement tools to monitor and measure the performance and delivery of the Measured Services against the applicable Service Levels.
- 7.1.3 Where there are system changes, or other changes driven by Customer requirements, such as the reengineering or re-design of the network, re-location of the Customer data centre and/or Customer specific developments, which materially affect the Service Level performance, the Service Levels may be revised via the Change Control Procedure and the Customer will not unreasonably withhold or delay agreement to the Change.
- 7.1.4 The relevant compliance percentage calculated for each Service Level shall be displayed in all cases to two (2) decimal places.
6. Service Level Metrics
- 8.1 Availability
- 8.1.1 This Service Level Metric is a measurement of the period of time during a Measurement Window that a Measured Service is Available to Customer, and is expressed as a percentage of the Agreed Service Time.
- 8.1.2 This Service Level shall be calculated, for each Measured Service, as the Agreed Service Time in a Measurement Window excluding the total duration of Unscheduled Outages in the same Measurement Window divided by the Agreed Service Time in the Measurement Window, as follows:

$$\text{compliance percentage} = \frac{(\text{Agreed Service Time} - \text{Unscheduled Outages})}{\text{Agreed Service Time}} \times 100$$

Agreed Service Time

- 8.1.3 A failure by Amadeus to meet the Availability Service Level compliance percentage according to the following table for a Measurement Window shall be deemed a Service Level Default for that Measurement Window.

Measured Service	Service Level	PoM
APV Platform	99.90%	Amadeus Data Centre

- 8.1.4 The duration of an Outage shall be measured from earlier of:

- (a) the point in time that such Outage is detected by Amadeus through its Monitoring System ; or
 - (b) reports received by the Amadeus Help Desk of such Outage; or
 - (c) observation of Amadeus Personnel of such Outage; or
 - (d) any other manner in which Amadeus becomes aware that the Measured Service is not Available,
- and shall end at the time when Amadeus registers in its Monitoring System traffic from Customer or Customer's customer or from other Third Parties that access the Services directly and which generates valid responses from the Measured Service

- 8.1.5 In all instances, Amadeus shall use commercially reasonable efforts to report the actual Outage period associated with any Outage for the Measured Service.

8.2 Calls Answered by Amadeus Help-Desk

- 8.2.1 This Service Level measures the percentage of Customer Help Desk calls to the Amadeus Help-Desk that are answered by a live Amadeus Help-Desk agent within the time parameters set forth in the following table during the Measurement Window.

Measured Service	Service Level	PoM
Call Pick Up Rate during 24 hours/ 365 days	80% of calls answered within 20 seconds	Amadeus Help Desk

- 8.2.2 The Calls Answered by Amadeus Help-Desk Service Level shall be calculated as:

A = the total number of calls to the Amadeus Help-Desk that are answered by a live Amadeus Help-Desk agent within the time parameters set forth in the table above, divided by:

B = the total number of calls received by the Amadeus Help-Desk,

C, the compliance percentage = $B/A \times 100$

- 8.2.3 A failure by Amadeus to meet the Service Level compliance percentage according to the table above for a Measurement Window shall be deemed a Service Level Default for that Measurement Window.

7. Service Level Reports

- 9.1 From the next calendar month following Service Level Commencement date, Amadeus shall provide to Customer a set of electronic reports detailing Amadeus' performance against and compliance with the Service Levels as set out in this Attachment:

Report	Content	Delivery Medium	Frequency
Service Level Report	Amadeus' performance against all Service Level obligations, including a list of service impacts	Electronic	Monthly In standard format showing data on a 12-month rolling basis
Incident Management Report	Executive summary with the sequence of events, root cause and service impact. This is a report for Severity Level 1 Incidents only	Electronic	Within 7 business days of Sev 1 Incident On request