SERVICE AGREEMENT_____Z/BTS/DLPR/15/2025

Version: 10 Oct 2023

PARTICULARS

SITA Contract ID	2-00174205		
Parties	**SITA**	Name	**SITA Switzerland Sarl**
		Registered No.	CHE 112.159.240
		Address	Chemin de Blandonnet 10, 1214 Vernier, Switzerland
		Address for notices	As above with a copy to: legal.secretariat@sita.aero and: SITA - 26, Chemin de Joinville, 1216 Cointrin – Geneva, Switzerland
		Attention	General Counsel
	Customer	Name	**Letisko M. R. Štefánika - Airport Bratislava**, a.s. (BTS)
		Registered No.	35 884 916
		Address	Letisko M. R. Štefánika 823 11 Bratislava II Slovakia
		Address for notices	Letisko M. R. Štefánika, P.O. BOX 160, 823 11, Bratislava 216, Slovakia

Recitals	A	SITA provides communications and information technology services and solutions to customers operating in the air transport industry around the world.
	B	Customer has requested, and SITA has agreed to provide services under the terms and conditions of this Service Agreement and the terms and conditions of any Master Services Agreement governing this Service Agreement.
Effective Date		This Service Agreement has been concluded and its legal effects shall become effective in line with the Act No. 546/2010 Coll. supplementing the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic. Customer will notify SITA with the date of publication within a reasonable time in advance.
Agreement(s) superseded and replaced by this Service Agreement (if any)		Service Agreement between Customer and SITA effective as of July 1st, 2021 with SITA Reference № 2-00164206 On and from the Effective Date, the Services provided pursuant to such Agreement shall be subject to the terms of this Service Agreement, except that: i) any Acceptance Testing and/or provisions relating to implementation shall not apply in respect of such Services; and ii) Confidential Information shall include such information disclosed pursuant to such Agreement
Service(s)		SITA WorldTracer Core
Service Period		Initial period: 60 months

SITA

Governing Law	England and Wales
Place for Arbitration	London, United Kingdom

Airport(s)/ Site(s)	
Relevant CPI	means the Consumer Price Index, All items for Georgia, United States as published by the United States Department of Labour, with its webpage where that index is available as of the Effective Date at the following URL: https://www.bls.gov/cpi/ (or at any replacement URL) [1982-84=100]

The Parties agree as follows:

1. This Service Agreement comprises these Particulars and the following documents which are either attached to this Service Agreement or are incorporated by reference to the specified link (at which the terms and conditions are set forth in full and are available to save and print) and in either case form an integral part of this Service Agreement:

   A. General Terms and Conditions;

   B. Service Schedules;

   C. Pricing Schedule; and

   D. any appendices, exhibits, links and/or attachments within any of the above unless otherwise specified.

2. In the event of conflict between the terms and conditions in the documents listed in paragraph 1 above, the document lower in the list shall prevail to the extent of the inconsistency.

3. A replacement Service Agreement, rather than an amendment agreement to vary this Service Agreement, may be required (at SITA's discretion) to effect any changes to the Service Agreement following its execution, including but not limited to Customer-requested additions to the Service(s) and any Service Period extension other than automatic renewal.

4. This Service Agreement is executed in two (2) copies of equal legal force, one for each Party.

SITA

CONFIDENTIAL

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

Signed for and on behalf of **Customer**

by its duly authorised representative:

Signature

Name   Ing. Dušan Novota

Title   Chairman of the Board of
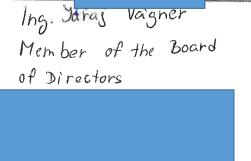   Directors and CEO

Date

Name: Ing. Jaraj Vagner

Title: Member of the Board
            of Directors

Signed for and on behalf of **SITA**

by its duly authorised representative:

Signature

Name   NATHALIE ALTWEGG

Title   SVP AIRPORTS

Date

Service Agreement
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SITA

GENERAL TERMS AND CONDITIONS
Version: 25 March 2024

1. Definitions and Interpretation
1.1. Definitions
The following words have these meanings in this Agreement:

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

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

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

Confidential Information means all information furnished or disclosed, in whatever form or medium, by the Discloser (or any of its Affiliates or Representatives) to the Recipient for the Agreement before, on or after the date of this Agreement relating to the business, technology or other affairs of the Discloser or any of its Affiliates. Confidential Information includes, without limitations, all of the trade secrets, trademarks, business plans, marketing plans, know-how, data, contracts, documents, business concepts, customer lists, customer data, costs, financial information, profits, billings, referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements of the Discloser and any of its Affiliates, all of which is deemed confidential and proprietary, but does not include any information which the Recipient can demonstrate:
(a)   was publicly available at the time of disclosure or later became publicly available through no act or omission of the Recipient; or
(b)   was already lawfully in its possession at the time of disclosure; or
(c)   was rightfully received by the Recipient from a third party without any obligation of confidentiality known to the Recipient; or
(d)   was independently developed by or for the Recipient without use of the Discloser's Confidential Information.

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

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

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

Discloser means the party disclosing Confidential Information.

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

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

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

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

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

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

IATA Clearing House means the division of the International Transport Association responsible for the clearance of accounts between member airlines and associate companies.

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

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

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

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

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

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

Recipient means the party receiving Confidential Information.

Relevant CPI means the index stipulated in either: (a) the Service Schedule; or (b) the Particulars section of this Agreement, or if none is specified, the published and generally accepted consumer price index (or equivalent) in the country which is the primary headquarter of the Customer. If both (a) and (b) apply then, for the avoidance of doubt, the Service Schedule in an Agreement has priority over the Particulars section.

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

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

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

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

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

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

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

SITA NV means SITA N.V., registration number 34123203, having its registered office at Blaak 555, 3011 GB Rotterdam, Netherlands.

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

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

UK GDPR means the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

1.2.   Interpretation. Unless the contrary intention appears, a reference in this Agreement to: (**variations or replacement**) a document (including this Agreement) includes any variation or replacement of it; (**singular includes plural**) the singular includes the plural and vice versa; (**person**) the word person includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; (**dollars**) United States dollars, dollars, US$ or $ is a reference to the lawful currency of the United States of America; (**calculation of time**) a period of time

proceedings relating to this Agreement.

4.3. A Recipient disclosing Confidential Information to persons under clause 4.2.1 must advise such persons of this Agreement and direct them to treat Discloser's Confidential Information in accordance with the terms of this Agreement.

4.4. A Recipient disclosing Confidential Information in accordance with clause 4.2.3 must:

4.4.1. give the Discloser prompt written notice of such required disclosure in order to afford the Discloser an opportunity to seek a protective order or other legal remedy to prevent the disclosure;

4.4.2. reasonably cooperate with the Discloser's efforts to secure such a protective order or other legal remedy to prevent the disclosure; and

4.4.3. use reasonable efforts to resist disclosure until an appropriate protective order or other legal remedy to prevent the disclosure is obtained.

4.5. If, in the absence of a protective order or other legal remedy referred to in clause 4.4, the Recipient is legally required to disclose Discloser's Confidential Information, the Recipient may disclose such information without liability hereunder, provided that the disclosure is limited to only the Confidential Information specifically required to be disclosed.

4.6. Upon written request, to the extent consistent with law or professional obligation, the Recipient will return to the Discloser or destroy all Confidential Information in any form and promptly destroy any and all material or information derived from the Confidential Information, including any copies, except that one copy of the same may be retained for archival, professional and evidence purposes only.

4.7. Except as otherwise agreed or duly required by law or any regulatory authority, no party will disclose the terms of this Agreement to any person other than its and its Affiliates' Representatives (on a need to know basis).

4.8. The parties acknowledge and agree that the technical and other access information and details (including user identification details) in relation to the Service are SITA's Confidential Information.

4.9. SITA may make a public announcement, following contract signature, relating to the Customer contracting for a particular service described in this agreement. Where requested by Customer, SITA and the Customer will use reasonable efforts to develop a joint communications plan with regards to such public announcements relating to the products or services purchased by the Customer. Each party will use reasonable efforts to ensure that all press releases in connection with products or services described in this agreement will be consistent with any joint communications plan.

5. Privacy and Data Security

5.1. If Customer or its Affiliates have provided to SITA any Personal Data to enable SITA to provide a Service, SITA will:

5.1.1. use and/or hold such Personal Data for the purposes and in the manner directed by Customer and shall not otherwise modify, amend or alter the contents of such Personal Data;

5.1.2. not disclose or permit the disclosure of such Personal Data to any third party, unless specifically authorised in writing by Customer;

5.1.3. return to Customer or delete (if so requested by Customer) such Personal Data when requested by Customer or on termination or expiry of this Agreement (whichever occurs first).

5.2. Customer will ensure that any Personal Data provided to SITA as referred to in clause 5.1 immediately above shall have been lawfully obtained and is limited to such Personal Data as is strictly necessary for the purposes of the Services.

5.3. Where SITA is unable to perform an obligation under this Agreement without breaching the Privacy Laws, SITA will notify Customer, but will not be obliged to perform such obligation for as long as performance will breach the Privacy Laws.

5.4. For the purposes of data security, SITA will:

5.4.1. take appropriate technical and organisational measures to protect all data handled by it as a consequence of the Services against accidental or unlawful destruction or accidental loss, alterations, and unauthorised disclosure or access; and

5.4.2. use reasonable commercial endeavours to protect data from virus infection or third party intervention.

5.5. In addition to the above obligations in this clause 5, the parties agree that in the event of any processing in connection with the Services by SITA of Customer Personal Data that is governed by the GDPR, that:

5.5.1. SITA as a processor agrees and Customer as a controller instructs SITA, for the duration of the Services, to process such Personal Data pursuant to the obligations of data processors stipulated by Article 28 of the GDPR, as if those obligations were set out in writing herein in full;

5.5.2. SITA shall comply with clause 5.4 in relation to the security

of such Personal Data.

5.5.3. The subject matter, nature and purpose of the processing of Personal Data required for the provision of Services, the data subjects are (1) airline passenger travelers, and individuals booking tickets, and their personal data to be processed includes name, dob, nationality, passport details, financial details, email address, and airline ticket and baggage data; and (2) Customer staff and their personal data to be processed is that necessary for Customer to utilise the Services including staff names, and contact details.

5.5.4. Customer agrees SITA may disclose Personal Data to any third party to which SITA is permitted to sub-contract any element of the Services in accordance with clause 13.3 (a Sub-processor) to the extent such disclosure is necessary for such third party's provision of that element of the Services and provided that:

(a) SITA will have a written agreement in place with that Sub-processor which imposes obligations on the Sub-processor no less onerous than those set out in this clause 5.5.

(b) SITA will remain liable for the performance of such obligations by such third party.

5.5.5. Customer shall ensure that it will comply with its obligations under the GDPR in relation to its collection, processing and provision of Personal Data to SITA in connection with this Agreement, and that nothing required under the GDPR to be done by Customer as a controller prevents SITA from (and Customer consents to SITA) processing the Personal Data as necessary for the provision of the Services, and disclosing Personal Data to SITA's Sub-processors or Affiliates, or third parties authorised by Customer to receive the data, in connection with the Services.

5.6. The parties agree that, in the event of any transfer(s) by Customer or its Affiliates of Personal Data to SITA or its Affiliates located outside the European Economic Area, SITA will not transfer that Personal Data unless it ensures that it complies with the obligations set out in the GDPR (or, for transfers out of the UK, the UK GDPR) regarding the transfer of Personal Data to third countries or international organisations, such as through the use of standard contractual clauses adopted by the European Commission pursuant to Article 46 of the GDPR (and for transfers out of the UK, the addition of an addendum to such standard contractual clauses, as approved by the UK Information Commissioners Office), provided the conditions for the use of those standard contractual clauses are met, in which case the standard contractual clauses (and addendum in the case of transfers out of the UK), as set out at this link, apply to this Agreement, and the parties agree that the signing of this Agreement constitutes deemed signature and incorporation of those standard contractual clauses (and the appendices to same) as required:

i) for controller to processor transfers:

6. Intellectual Property

6.1. Customer acknowledges and agrees that all Intellectual Property Rights in the Service and other materials provided by SITA to Customer pursuant to this Agreement are either licensed to, or are the property of SITA, and nothing contained herein shall be deemed to convey any title or ownership interest therein to Customer. Customer's only right with respect to such Intellectual Property Rights is the right to use such Intellectual Property Rights in relation to the Service provided hereunder.

6.2. SITA owns and retains all right, title and interest in and to any Intellectual Property Rights which have been independently developed and/or acquired prior to, or during the performance of, this Agreement or as a result of the performance of its obligations hereunder. SITA shall own and retain all right, title and interest in and to any Intellectual Property Rights which will be independently developed and/or acquired during further product development and service additions or adjustments based on learnings and Customer inputs provided, during the provision of the Service under this Agreement.

7. SITA Data and Generated Data

7.1. Customer acknowledges and agrees that SITA owns all right, title and interest in and to the SITA Data and the Generated Data arising

SITA

any manner and form during provision of the Service and during the processing of Customer Data.

Subject to SITA's compliance with all applicable laws, Customer agrees that SITA shall be entitled to:

7.2.1. use, process, aggregate, compile, exploit, disclose, combine, create derivative works using the aggregated Generated Data; and/or

7.2.2. conduct data mining, data gathering or data extraction in relation to such Generated Data for any business or commercial purpose, including:

(a) enhancement of the Service or other services;

(b) combining such data with SITA's other customer's derived usage data for the purposes of SITA's reporting, which may consist of analytics, compilations of aggregated statistics about SITA's services, or industry trends, and which may be provided to customers, potential customers or the general public (but will in no case include Personal Data received by SITA); and/or

(c) provision of Generated Data and/or new services to third parties.

8. Representations and Warranties

8.1. Each party warrants and represents to the other that:

8.1.1. it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement; and

8.1.2. all corporate and other action required to authorise the execution of this Agreement and its performance has been duly taken.

8.2. The Customer warrants that its procedures and the decision to appoint SITA to perform the Agreement as the supplier of the Service complies with all relevant laws, regulations and any applicable guidelines.

8.3. Exclusion of Implied Warranties. SITA makes no guarantees, warranties or representations whatsoever about adequacy or fitness for purpose of the Service or otherwise.

8.4. The Customer represents and warrants that it has and will maintain all appropriate consents and will make all necessary disclosures to all owners of Personal Data, sensitive Personal Data, personally identifiable information and/or sensitive personal information in relation to the Customer Data.

8.5. Despite anything in this Agreement to the contrary, SITA shall not be obliged to perform the Agreement if:

8.5.1. Customer breaches one or more of its obligations specified herein or if Customer otherwise prevents or impedes the performance of the Agreement;

8.5.2. there is a legislative or regulatory change that, in SITA's opinion, could prevent or impede SITA's ability to perform the Agreement and/or provide the Service; or

8.5.3. the provision of the Service causes a breach or is likely to cause a breach of Privacy Laws.

8.6. Customer will review any information and Data supplied by SITA to Customer as part of or as a result of the performance of Service. Customer agrees and acknowledges that it is solely responsible for checking and verifying any such information and Data in accordance with:

8.6.1. Customer's own experience and independent knowledge;

8.6.2. Customer's internal security procedures and processes; and

8.6.3. good security practices.

8.7. Where applicable, Customer agrees that SITA has no liability or responsibility regarding the use of messages delivered by the Service by the Customer or anyone else.

8.8. Customer is solely responsible and liable for:

8.8.1. anything done by Customer (or anyone else acting on Customer's behalf or with Customer's permission) in relation to the Service (including any equipment and/or software provided as part of the Service) or any Data;

8.8.2. the use of and reliance on the Service or any Data; and

8.8.3. decisions taken by, evaluations made by, or any acts or omissions of Customer (or anyone else acting on Customer's behalf or with Customer's permission) as a result of the provision of the Service or any Data.

8.9. Customer will not use the Service in violation of any applicable local, national, or international law or regulation.

8.10. The Customer must perform its own PCI DSS security review for all cardholder data environments controlled by the Customer in order to achieve PCI DSS compliance validation for its own end-to-end operations.

9. Limitation of Liability and Legal Terms

9.1. NOTHING IN THIS AGREEMENT OPERATES TO LIMIT OR EXCLUDE A PARTY'S LIABILITY:

9.1.1. THAT CANNOT BE LIMITED OR EXCLUDED BY LAW;

9.1.2. FOR ITS UNLAWFUL OR FRAUDULENT ACTS OR OMISSIONS; OR

9.1.3. IN RESPECT OF THE INDEMNITY UNDER CLAUSE 10 OF THIS AGREEMENT.

9.2. SITA'S TOTAL AGGREGATE LIABILITY IN RESPECT OF ALL OTHER CLAIMS, LOSSES OR DAMAGES, WHETHER ARISING FROM TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE AGGREGATE SUM PAID BY THE CUSTOMER TO SITA FOR THE SERVICE IN THE PRIOR 12 MONTH PERIOD.

9.3. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY:

9.3.1. LOSS OR CORRUPTION OF DATA;

9.3.2. LOSS OF ANTICIPATED BUSINESS OPPORTUNITIES, REVENUES, PROFITS OR SAVINGS;

9.3.3. DAMAGE TO GOODWILL OR REPUTATION; OR

9.3.4. INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW.

10. Indemnities

10.1. If during the provision of the Service a person alleges that the Customer's use of such Service in accordance with this Agreement is an infringement of that person's Intellectual Property Rights (such allegation, an "IP Claim"), Customer will without undue delay notify SITA in writing of such alleged IP Claim. Following such notification, SITA may (at SITA's option):

10.1.1. procure the right for Customer to continue using the Service (or the infringing part of it);

10.1.2. replace or modify that Service (or the infringing part of it) so that it becomes non-infringing; or

10.1.3. repay to Customer any Charges which Customer has paid to SITA under this Agreement in respect of the Service (or the infringing part of it) to which the IP Claim relates in the calendar year that the IP Claim arose and terminate the provision of the Service (or the infringing part of it).

10.2. If SITA's actions referred to in clause 10.1 are insufficient to prevent loss or damage occurring to Customer, SITA will indemnify Customer against any damages, costs and expenses (including legal expenses) finally awarded against Customer by a court or arbitral tribunal in respect of the IP Claim, provided that Customer:

10.2.1. makes no admission in relation to the IP Claim or any statement that is prejudicial to or otherwise impacts on the defence or settlement of the IP Claim;

10.2.2. authorises SITA to conduct the defence or any related settlement of the IP Claim on Customer' behalf (SITA will do so at its expense);

10.2.3. provides SITA with all assistance and information reasonably required by SITA to enable SITA to conduct the defence or settle the IP Claim; and

10.2.4. does all things reasonable to mitigate any damage and loss arising from the IP Claim.

10.3. The indemnity in clause 10.1 will not apply where the IP Claim results from or relates to:

10.3.1. any modification, adaptation or development of a Service or any part thereof (including any supplied equipment or software) not made by or on behalf of SITA;

10.3.2. any combination or use of a Service or any part thereof (including any supplied equipment or software) with any item or in a manner not authorised by this Agreement or by SITA;

10.3.3. failure by Customer to use the latest version, or a replacement or modification of a Service (or the infringing part of it), which was offered by SITA;

10.3.4. any breach by Customer of its obligations under this Agreement;

10.3.5. actions taken by SITA at the specific request of Customer (for example complying with specifications provided by Customer); or

10.3.6. any third party-manufactured Equipment or third party proprietary or open source Software or software code, save that SITA will provide Customer with the benefit of any indemnity provided to SITA from a third party in relation to a third party-manufactured equipment and third party proprietary or open source software or software code.

10.4. The remedies set out in this clause 10 are Customer's sole and exclusive remedies with respect to IP Claims.

10.5. On an ongoing basis Customer indemnifies SITA and holds it harmless against any loss, expense, damage suffered or action, claim or demand by any third party arising from or in relation to:

10.5.1. anything which is the responsibility of Customer, including anything which Customer is responsible for or obliged pursuant to this Agreement;

10.5.2. a claim by any person, including a third party, that use by SITA of any Personal Data provided by Customer to SITA in accordance with this Agreement infringes the privacy of any person or breaches any Privacy Laws; or

10.5.3. a breach by Customer of any material representation or warranty given by it in this Agreement.

11. Termination & Suspension of Service

11.1. Either party may immediately terminate this Agreement by notice to the other party, if the other party commits any material breach, non-observance or non-performance of a material obligations in this Agreement.

11.2. SITA may limit, suspend or cancel a Service at any time with or without prior notice to Customer if, in SITA's sole opinion: there is an event of emergency; the supply or use of a Service is or will become unlawful; any permit or approval required for the Service to operate is or will be withdrawn; there is an actual or threatened claim against the Intellectual Property of the Service; or the provision of a Service is liable to cause or result in death or personal injury or damage to property.

11.3. Without qualifying or limiting clause 11.2, SITA may limit or suspend the provision of a Service at any time on fourteen (14) days written notice to Customer if Customer:

11.3.1. fails to pay the Charges or any other amounts due to SITA under this Agreement for that Service when due (except where Customer has disputed them in good faith within the specified time period);

11.3.2. breaches any of its obligations under this Agreement; or

11.3.3. becomes Insolvent.

11.4. Where provision of a Service has been limited or suspended by SITA due to circumstances referred to in clause 11.3, if such circumstances later cease to exist or are remedied by Customer, then Customer:

11.4.1. may request SITA to commence re-supplying (or re-supplying in full) the relevant Service; and

11.4.2. agrees to pay at SITA's option either:

(a) any re-activation and/or installation fees in relation to the commencement of the re-supply (or the re-supply in full) of the Service; or

(b) if the Service has remained configured, provisioned, equipped, installed or similar, all Charges due to SITA for the period of service limitation or suspension, save that such Charges shall not exceed the equivalent of four (4) months Charges for the Services, which SITA will invoice.

11.5. Each party may terminate this Agreement, on thirty (30) days written notice to the other party, when the Service Periods of all Services have expired.

11.6. Upon conclusion or termination of the Agreement for any reason:

11.6.1. SITA shall provide reasonable migration assistance for a period of 30 days at no additional charge;

11.6.2. SITA shall destroy, delete or return (at SITA's option) any of the Customer's Confidential Information relating to the Service; and

11.6.3. Customer shall immediately cease all use of the Service and anything else provided by SITA pursuant to this Agreement together with any related documentation and materials (whether specified or not in this Agreement) and destroy, delete or return (at Customer's option) to SITA all such documentation and materials, including all materials and documentation provided with, generated by, or descriptive of the Service including all hardware, object code listings, source code listings, machine code translations, functional specifications, service specifications, user manual, screen dumps or reproductions, software printouts and any SITA Confidential Information relating to the Service.

11.7. The following clauses survive termination or expiry of this Agreement: clause 1 (Definitions), clause 4 (Confidentiality), clause 9 (Liability), clause 10 (Indemnities), this clause 11 (Termination), clause 13 (General) and clause 14 (Dispute Resolution), as well as any other clause, which by its nature is intended to survive such termination.

12. Notices

12.1. Any notices or consents given by a party in connection with this Agreement must be made in writing and sent by courier to the party's address for notices specified in this Agreement.

13. General

13.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law in force in the place specified in the Particulars.

13.2. **Export Laws**

13.2.1. Customer acknowledges and agrees that any equipment, the software and any technical data and information provided by SITA as part of a Service ("**Materials**") as well as a Service itself and payment routes may be subject to sanctions, export controls and embargo regulations under international laws, the laws and regulations of Switzerland, the United Kingdom, the United States of America, the European Union and any other applicable jurisdictions and administrative rulings of countries or relevant regulating authorities responsible for defining, enacting and managing compliance with the said laws and regulations("**Sanctions and Export Laws**"). In the exercise of its rights and the performance of its obligations under this Agreement, each Party agrees that it will comply with such applicable Sanctions and Export Laws, and will not directly or indirectly export, re- export,sale,supply transfer(even in-country), divert, release or disclose any Materials to any person ,entity country or territory prohibited by any Sanctions and Export Laws ,such as notably to or for use in the Russian Federation or to any prohibited end uses and end users, without first obtaining all authorisation-(s),license(s),etc. from the relevant national authorities of the state(s) imposing such restrictions, notably from the US Department of Commerce and/or from the US Department of Treasury. If relevant, Customer shall communicate with such authorisation or export or use license to SITA.

13.2.2. If such Sanctions and Export Laws prevents or limits SITA's ability to provide a Service, SITA, may in its sole discretion terminate the relevant contract and the respective service immediately, and SITA will notify Customer in writing. In this instance, Customer:

(a) must immediately cease using the Service as of the date of SITA's notice; and

(b) agrees that SITA may immediately terminate the relevant Service and the Agreement without penalty.

13.2.3. If the Sanctions and Export Laws referred to in clause 13.2.1 changed or are replaced in a way that the limitations contained in that clause no longer apply, and if the Agreement is not terminated, then Customer:

(c) may request SITA to commence re-supplying the relevant Service under this Services Agreement; and

(d) agrees to pay any re-activation and installation fees in relation to the commencement of the re-supply of the Service.

13.3. **Subcontracting**

13.3.1 SITA may, at its own discretion, subcontract all or part of the Service.

13.4. **Assignment**

13.4.1 A party will not assign, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Despite the foregoing, SITA may novate or transfer this Agreement or assign its rights under this Agreement to a member of the SITA Group on notice to Customer. In this instance, Customer consents to such novation, transfer or assignment by SITA and agrees to execute all documents necessary to give effect to the assignment or novation by SITA referred to in the foregoing sentence.

13.5. **Force Majeure**

13.5.1. If a party is unable to perform or is delayed in performing an obligation under this Agreement because of a Force Majeure Event, then: that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this Agreement (including if applicable in respect of Service Levels).

13.5.2. If a Force Majeure Event occurs, the non-performing party must: promptly give the other party notice of the event and an estimate of the non-performance and delay; take all reasonable steps to overcome the effects of the event (but

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this does not require the settlement of industrial disputes or other claims on unreasonable terms); and resume compliance as soon as practicable after the event no longer affects the party.

13.5.3. Neither party will have the right to claim or receive damages for any delay or non-performance of obligations by the other party resulting from a Force Majeure Event. If a delay or failure to perform any party's obligations due to a Force Majeure Event exceeds 30 days, the party not affected by the Force Majeure Event may terminate this Agreement in whole or with respect to the affected Service only (as relevant) with notice to the other party.

13.5.4. The Parties acknowledge that the following events will constitute Force Majeure Events for the purposes of this Agreement, provided all other conditions contained in the definition of Force Majeure Event are also met: any failure of a party to lease or obtain services or equipment necessary to provide or receive the Service, including any local access lines, local access line equipment or other equipment; any failure or non-performance by a telecommunications operator or a third party service provider to Customer.

13.5.5. The parties acknowledge that the delay or withdrawal of any permit or approval that prevents or limits SITA's ability to provide a Service (or element of a Service) and/or Customer's ability to receive or use such Service (or element of a Service) will constitute a Force Majeure Event for the purposes of this Agreement, provided all other conditions contained in the definition of Force Majeure Event are also met.

13.6. **Severability**

13.6.1 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, except if such severance alters the basic nature of this Agreement or is contrary to public policy.

13.7. **Entire-Agreement**

13.7.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior understandings, arrangements and agreements between the parties in this respect.

13.7.2 This Agreement may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.

14. **Dispute Resolution**

14.1. If a Dispute arises, then the parties will use all reasonable endeavours to settle the dispute as quickly as possible.

14.2. Unless a party has complied with clauses 14.3 to 14.5, that party may not commence court proceedings relating to the Dispute except where that party seeks urgent interim or interlocutory relief.

14.3. Any party claiming that a Dispute has arisen may give a written notice (Dispute Notice) to the other party. The Dispute Notice must:

   14.3.1. identify the party's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of that Party; and

   14.3.2. set out succinctly the issues the subject of the Dispute and, with relevant particulars, a description of the circumstances giving rise to the Dispute and the relief sought including, to the extent possible, the amount claimed.

14.4. The recipient of the Dispute Notice must within 14 days of receipt of the Dispute Notice reply in writing to the other party ("**Reply**"). The Reply must:

   14.4.1. identify the recipient's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of the recipient; and

   14.4.2. set out succinctly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant.

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

14.5. The representatives designated under clauses 14.3. and 14.4. will make whatever investigations each considers appropriate and, within 60 days of receipt of the Reply, use their reasonable endeavours to resolve the dispute on a "without prejudice" basis.

14.6. Arbitration . If the Dispute is not resolved within the period of time specified in clause 14.5, then the parties agree to refer and finally resolve the Dispute in front of a single arbitrator under the rules of arbitration of the International Chamber of Commerce (ICC). The parties will request that institution to endeavour to appoint an arbitrator with communications, IT or other appropriate technological expertise. The arbitration will take place in the place specified in the Particulars.

End of General Terms and Conditions

SITA

Service Schedule for WorldTracer for Ground Handlers

Version 120523

1 Definitions

The following words have these meanings in this Schedule:

API means application protocol interface.

Bag Journey means the SITA baggage tracking service.

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

Coordinator means the Customer representative who administers the application for their Users, acts as the primary point of contact and will carry out the obligations described in paragraph 4.3 of this Service Schedule. Also referred to as Super User.

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

GUI means graphical user interface.

IATA means the International Air Transport Association.

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

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

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

RAM means Random Access Memory

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

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

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

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

Super User see Coordinator.

URL means Uniform Resource Locator.

2 Service Description

2.1 Service Overview

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

2.2 Service Modules

2.2.1 The Service Module version of the Service database is:

'Management for Handlers'

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4.1.2   where provision of the Service requires Customer to create or contribute to a database in the SITA system, load into and maintain current and accurate in the database all information as required;

4.1.3   for the Tracing Service Module, promptly create OHD files and close each OHD file when baggage described in it is matched by the Service and disposition is noted; and

4.1.4   for the interface(s) specified in paragraph 2.2.2, ensure it has the requisite consents to allow SITA to provide its third-party Representatives with access to the Customer Data.

4.2   In order to access the Service, Customer will provide:

4.2.1   access to the public internet, including any necessary support and security; and

4.2.2   workstations for using WorldTracer Desktop with the following specifications

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

4.3   In order to help administer the Service, Customer should nominate up to 3 Coordinators who will:

4.3.1   Use the Application as an administrator, defining and maintaining the system configuration settings for the Customer.

4.3.2   administer the role permissions and login credentials of the application for the various departments/users at the Customer organization;

4.3.3   train Customer users as how to use the Application;

4.3.4   provide the URL of the Service on the web browser of the Customer Users;

4.3.5   report incidents with the Service(s) to SITA for service and support;

4.3.6   act as single point of contact for customer & SITA communications;

4.3.7   receive notifications from SITA for system maintenance and application releases. Notify their users and support staff of application changes and any planned system outage; and

4.3.8   participate in customer review and approval of submitted product improvements (i.e., agenda items).

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5   Service Conditions

5.1   Service Period

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

5.2   Initial Training

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

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

5.3   General Customer Obligations

5.3.1   Customer will:

(a)   ensure that any content or software hosted through the Service is owned by, licensed to or otherwise lawfully obtained by Customer and does not violate the law, nor infringes or misappropriates the rights of any person;

(b)   provide, on request, information, documents or other materials to verify its compliance with its obligations with regards to the use of the Service contained in this Schedule and the Service Agreement;

(c)   remove any Customer content or software hosted through the Service and terminate any other use made of the Service, in breach of this Schedule or any term of the Service Agreement;

(d)   cooperate to identify the source of any Problem with the Service, which is reasonably believed to be attributable to the hosting of any Customer content or software or any other use of the Service made by Customer;

(e)   communicate any substantial change in its capacity requirements for the Service; and

(f)   at the termination of the Service, relinquish use of the public IP Addresses and server names assigned to Customer in conjunction with the Service, including directing the Customer's Domain Name Service away from the Service;

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

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

5.4   Data Privacy and Confidentiality

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

5.5   Use of Service by handling agents

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

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

5.6 Disclaimer of Warranty

There is no warranty that the Service provides IT security beyond what is described in this Agreement.

5.7 Modification of Service

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

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

5.8 Operational improvement and security

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

5.9 Unauthorised Use and Re-supply

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

5.10 End-of Life (EOL) Policy

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

5.11 Charges

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

(a) the actual date when SITA made the Service available for use by Customer; and

(b) expiry of ninety (90) days from the commencement of the Service Period.

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

5.11.3 On termination of Service (in whole or as to specific Service Module(s) only) before the end of its Service Period for any reason, except due to SITA's default, SITA shall be entitled to charge Customer the subscription fees for the unexpired portion of the Service Period (Termination Charge).

5.11.4 If the Service is terminated by SITA due to material breach, non-observance or non-performance of a material obligations by Customer, before the end of the Service Period, SITA shall be entitled to charge a Termination Charge as per paragraph 5.11.3

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

acknowledges that any such attempt to evade the payment of Charges shall constitute a material breach of this Agreement

5.12 Inflation Correction of Charges

SITA may increase the Charges relating to the Service once in each period of twelve (12) months in line with the percentage increase in the Relevant CPI. SITA shall notify Customer of such changes The Relevant CPI for the Service shall be the Consumer Price Index – All Urban Consumers in Atlanta, Georgia, United States of America, as published by the Bureau of Labour Statistics of the United States.

5.13 Use of Service

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

5.13.1 allow any third party to use this Service (including through outsourcing), unless agreed in advance by SITA (or the relevant third party software provider);

5.13.2 use the Software on behalf of, or for the benefit of, another person (including not using this Service to provide any form of outsourcing, application service provider service, bureau-type service or an equivalent service);

5.14 Ethics

The Customer acknowledges and agrees that the SITA Ethics Charter (Charter) applies to the Service. The Charter is available at this link: https://www.sita.aero/globalassets/docs/other/ethics/sita-at-borders-ethics-charter.pdf

5.15 Indemnity

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

5.15.1 The performance, non-performance or partial or imperfect performance of the Service or any other obligation hereunder by SITA, its employees, agents or suppliers, or

5.15.2 The use by Customer of the Service.

5.16 Customer Equipment

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

5.17 DISCLAIMER

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

End of Schedule

SITA

Service Schedule for WorldTracer Tablet

1   Definitions

The following words have these meanings in this Schedule:

1D Barcodes licence plate means a one dimensional bar coded licence plate or baggage claims receipt.

2D Barcodes means a two Dimensional Bar coded boarding pass, encompassing the following formats QR, Aztec and PDF 417 encoding.

AHL means "advise if hold" bag and is a WorldTracer created passenger delayed baggage report.

Airport User means, where the Customer is an Airport Operational Council or an Airport Authority, a person that has entered into an agreement (either actual or implied) with the Customer for the provision of Services at the airport.

App Delivery Service or App Delivery by SITA is a service when SITA deploys the WorldTracer Tablet application remotely onto Customer's devices.

Bag Journey means the SITA service of that name.

DPR means a damaged bag report.

FAH means create a forward to new station where the passenger has now moved to.

FOH means create a forward message stating that a bag that is on hand is being sent to a need station

Found Bag means the process to which the Tablet service identifies what to do with the bag.

FWD means "Forward" bag and is a WorldTracer created Forward report baggage report.

GUI means graphical user interface.

IATA means The International Air Transport Association.

Offline Mode means no available means to connect to the application servers from the Tablet be that via any Internet Protocol network (i.e. No Wi-Fi connectivity to the application servers hosted in SITAs Data centres).

PIR means Property Irregularity Report as defined in IATA Passenger Services Conference Manual Recommended Practice 1743a.

QOH means a Quick on hand report.

Process Orientated means user guided GUI that is built around business processes.

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

Service Module means a Service module, which can be provided to Customer, referred to in paragraph 2.2 of this Schedule.

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

SITA Reservations means the SITA service of that name.

WorldTracer means the SITA service of that name

2   Service Description

2.1   Service Overview

2.1.1   WorldTracer allows airlines and ground handling agents operating at an airport to trace and manage lost and mishandled baggage using a single shared database.

2.1.2   WorldTracer Tablet (**Service**) extends WorldTracer by providing an easy-to-use Process-Orientated graphical user interface on tablet form enabling non-baggage staff to quickly use WorldTracer in times of disruption. Passengers who have lost luggage can be processed where they are and be provided with printed receipts from mobile printers or electronic receipts sent via SMS or email and on hand baggage can be processed. The Service can be delivered by SITA's

App Delivery Service or as an executable file that Customer deploys. The Service is usable in low bandwidth environments and can save reports in offline mode until network connectivity resumes.

2.1.3   The Service consists of standard features set out in paragraph 2.2 of this Schedule.

2.2   Service Modules

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

(a)   **Silver**

Ability to:

i.   process passenger delayed bag and damaged bag reports known as AHL and DPR.

ii.   use SITA supported Bluetooth barcode scanners for scanning of 1D Barcodes and 2D Barcodes where the data contained is pre-populated in the application; and

iii.   if Customer is a SITA Reservations customer, ensure return of all available passenger data; or

iv.   if Customer has a custom reservations or frequent flyer integration ensure all available data as defined by those interface specifications are returned and pre-populated on the screen.

v.   Submit AHL and DPR with the minimum mandatory data elements as defined in WorldTracer airline configuration;

vi.   Amend AHL and DPRs;

vii.   if data for bag exists in BagJourney, to ensure return of weight, number of bags, flight routing and bag last seen location;

viii.   to search for internet place names and return data to the screen where data is found;

ix.   to print a standard airline PIR (as defined in the WorldTracer airline configuration) receipt if so required by the passenger; and

x.   to send a standard airline PIR (as defined in the WorldTracer airline configuration) to an SMS or email account.

(b)   **Gold**

In addition to the Silver module, Gold provides the additional ability to:

i.   create a QOH report with the minimum mandatory data elements as defined in the airline master user record;

ii.   create a Forward (FWD) report with the minimum mandatory data elements as defined in the airline master user record;

iii.   create a Forward to new station (FAH) report with the minimum mandatory data elements as defined in the airline master user record;

iv.   create a Forward to a requesting station (FOH) report with the minimum mandatory data elements as defined in the airline master user record;

v.   create an on hand (OHD) report with the minimum mandatory data elements as defined in the airline master user record;

vi.   create a forward to office (FLZ) report with the minimum mandatory data elements as defined in the airline master user record;

vii.   create a baggage delivery (BDO) report with the minimum mandatory data elements as defined in the airline master user record;

viii.   for the application to identify what needs to happen to a bag depending upon its status in WorldTracer and execute one of the above actions called the Found Bag Process.

ix.   to print a Mini Rush Sticker overlay from a mobile printer when forwarding a bag;

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x. to print a Baggage Delivery order from a mobile printer when performing a baggage delivery order; and

xi. to print an on hand sticker from a mobile printer when performing an on hand.

(c) **Self-delivery**

Customer can elect to have a self-delivery mechanism rather than the App Delivery by SITA. In this case SITA will deliver a compiled executable that the Customer will have to deliver (please *note dependencies defined below*).

(d) **Airport User**

Customer may make the Service available for use by any airline or ground handlers operating at the airport. Customer must explicitly state which airlines or ground handlers at that airport will use the Service and the login information.

3 Service Particulars

3.1 The specific Service Modules, including any optional features of such Service Modules selected by Customer, for inclusion in the Service are set out in the Pricing Schedule.

3.2 Customer may by notice to SITA, in the form of Appendix 1, elect to contract for additional Service Modules (including any optional features of such Service Modules) listed in this Schedule, provided that SITA is then offering the Service as described in that Service Module.

4 Service Dependencies

4.1 In order to enable implementation and/or use of this Service, Customer must:

4.1.1 facilitate connection of the Service, if applicable, to its own computer systems and evaluation of any specific difficulties that may arise;

4.1.2 where provision of the Service requires Customer to create or contribute to a database in the SITA system, load into and maintain current and accurate in the database all information as required;

4.1.3 supply approved Customer Equipment in accordance with the following specifications (current supported devices and Operating systems at time of signing).

Component	Recommended
Tablets	Apple iPad Version 2 or above
Operating system	Apple iOS 12.0 or above
Printers	Zebra ZQ610
Bluetooth scanners	Socket Mobile CHS 7Xi/7XiRxi/D740/D750 - 2D & 1D Imager Barcode Scanner

4.1.4 provide or procure (at no cost to SITA) internet network connection via Wi-Fi or 3/4G to connect the Approved Customer Equipment to the Service;

4.1.5 be a subscriber to the WorldTracer Baggage Management or Tracing Service.

4.1.6 for the self-delivery mechanism on Apple iOS devices, provide its Apple developer profile licence to SITA in order that the application can be compiled under the Customer's developer licence.

5 Service Conditions

5.1 Service Period

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

5.2 Initial Training

5.2.1 Service training shall consist of self taught training using SITA provided documentation and/or computer based training.

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

5.3 Modification of Service

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

5.4 Charges

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

(a) the actual date when SITA made the Service available for use by Customer; and

(b) expiry of ninety (90) days from the commencement of the Service Period.

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

5.4.3 On termination of Service (in whole or as to specific Service Module(s) only) before the end of its Service Period for any reason, except due to SITA's default, SITA shall be entitled to charge Customer the subscription fees for the unexpired portion of the Service Period (Termination Charge).

5.4.4 If the Service is terminated by SITA due to material breach, non-observance or non-performance of a material obligations by Customer, before the end of the Service Period, SITA shall be entitled to charge a Termination Charge as per paragraph 5.4.3

5.5 Inflation Correction of Charges

SITA may increase the Charges relating to the Service once in each period of twelve (12) months in line with the percentage increase in the Relevant CPI. SITA shall notify Customer of such changes The Relevant CPI for the Service shall be the Consumer Price Index – All Urban Consumers in Atlanta, Georgia, United States of America, as published by the Bureau of Labour Statistics of the United States.

5.6 Use of Service

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

5.6.1 allow any third party to use the Software (including through outsourcing), unless agreed in advance by SITA (or the relevant third party software provider);

5.6.2 use the Software on behalf of, or for the benefit of, another person (including not using the Software to provide any form of outsourcing, application service provider service, bureau-type service or an equivalent service);

5.6.3 Customer agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

5.7 Ethics

The Customer acknowledges and agrees that the SITA Ethics Charter (Charter) applies to the Service. The Charter is available at this link: https://www.sita.aero/globalassets/docs/other/ethics/sita-at-borders-ethics-charter.pdf

5.8 **Indemnity and Warranty**

    5.8.1   SITA assumes no responsibility for the content and/or the hardware used in connection with the Service (including the Apple iPad), including but not limited to battery operations, functionality, malfunction, overheating or battery explosion.

5.9 **End-of-Life (EOL) Policy**

The SITA Managed Services EOL Policy applies to the Service. This policy is available at the following link (where it is set forth in full and is available to save and print) and is incorporated into this Service Schedule by reference: █████████████████████████████████████

5.10 **Operational Improvement and Security**

SITA and the Customer agree that all source data received by the Service from any source may be anonymized and aggregated by SITA to provide analytics for service improvement. This provision is subject to all other parts of the Agreement, and SITA shall at all times comply with its obligations under the Agreement and under all applicable laws and follow best practices for research.

5.11 **Disclaimer**

EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA SHALL NOT BE LIABLE FOR ANY SERVICES FAILURES, DELAYS, OR LOSS TO CUSTOMER CAUSED BY CUSTOMER'S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 4(SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE CONDITIONS LISTED IN THIS PARAGRAPH 5 (SERVICE CONDITIONS) OF THIS SCHEDULE.

End of Schedule

SITA

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

See next page.

Customer Name:

_____

Customer Address:

_____

_____

_____

To:

SITA

Chemin de Blandonnet

10, 1214 Vernier

Switzerland

Dear Sirs,

WORLDTRACER SERVICE – NOTICE OF ELECTION OF ADDITIONAL SERVICE MODULES

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

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

Service Module	Option (if applicable)
(tick as many boxes as applicable, by double-clicking on them)	
☐ WorldTracer Desktop (all basic functionality, included in the subscription)	
☐ Management for Handlers	
	☐ Non-participant tracing
☐ WorldTracer Desktop Options *(specify the premium module(s) selected by Customer)*:	
	☐ Branding
	☐ FlightSuggest
	☐ Single Sign On
	☐ Unique Label and Help Customisation
	☐ Bag Journey Data Pre-fill *(for Customers who do not subscribe to Bag Journey separately)*

		Bag Journey History *(for Customers who do not subscribe to Bag Journey separately)*
☐	WorldTracer Desktop Training (mandatory for at least one Coordinator)	
	☐	WorldTracer Desktop Management Training
	☐	WorldTracer Desktop Coordinator Training

☐	Call Centre
☐	LZ Handler

WorldTracer Tablet Service Module

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

☐	Silver
☐	Gold *(If Gold, no need to select Silver)*

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

	☐	App Delivery by SITA
	☐	Self-Delivery

Sincerely,

For and on behalf of Customer

_____
(Signature)

_____
(Date)

_____
(Print Name)

_____
(Title)

SITA

For and on behalf of SITA

_____
(Signature)

_____
(Date)

_____
(Print Name)

_____
(Title)

Appendix 2 – Customer's Service Coordinator and Billing Address

See next page.

Customer Name:

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

Customer Address:

Letisko M. R. Štefánika

823 11 Bratislava

Slovakia

To:

SITA

Chemin de Blandonnet

10, 1214 Vernier,

Switzerland

Dear Sirs,

WORLDTRACER SERVICE

1   Customer's Service Coordinator

	Contact 1 (required)	
Name		
Street Address		
Phone Number		
Email Address		
Fax No.		
Teletype Address		
Role		
	Contact 2 (optional)	
Name		
Street Address		
Phone Number		
Email Address		
Fax No.		
Teletype Address		
Role		
	Contact 3 (optional)	
Name		

SITA

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

2   Customer's billing address

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

SITA

WorldTracer Pricing Schedule for Ground Handlers

Version 180723

1　Definitions

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

1.2　The following words have these meanings in this Schedule:

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

2　Service Charges

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

2.2　**WorldTracer Desktop**

Graphical user interface for WorldTracer	Fee (USD)
Implementation Fee (existing Tracing or Management customer)	$2,300.00
Monthly Base Fee	$0

2.3　**WorldTracer Management for Handlers**

WorldTracer Management	Fee (USD)
Monthly Base Fee	$860.00
CHARGEABLE TRANSACTIONS Per month	Per count
AHL - Delayed Bag (Mishandled Bag file) A Transaction which creates a file containing information on a passenger and that passenger's mishandled baggage. In the case of handling other airlines, the fee is charged to the Customer for each file created for airlines that are members of the WorldTracer Tracing Service Module only. Files created for airlines that are also Management Module members are charged to the handled member airline.	
File count 1-1500	$1.734
1501-3000	$1.389
3001-5000	$1.040
5001+	$0.520
AHL/P - Mishandled Bag file for non-participant airline	$0.423

CHARGEABLE TRANSACTIONS Per month Management for Handlers	Per count
SMS (Short Message or text sent to passenger)	
Message count 1-150	$0.282
151-300	$0.235
301-500	$0.198
501+	$0.161
SEA (Email status message sent to passenger)	
Message count 1-1500	$0.024
1501-3000	$0.017
3001-5000	$0.012
5001+	$0.005
TNT (Tag Number Trace) A Transaction which begins a preliminary search for lost baggage using the baggage tag number only.	$0.151
RAF/ALL (Trace all Delayed Bag file, open or closed) A Transaction which produces a list of all AHL files by Color Type at all USER's stations.	$0.151
RAF/CC (Trace Delayed Bag file with Contents list)	$0.701
RAF/ CC MS ALL (Trace all Delayed Bag file by Contents list, Missing Station)	$0.701
RAF/PN (Trace Delayed Bag by Phone number)	$0.151
RAF/EA (List of Delayed Bag file by Email address)	$0.151
ROF (Trace OnHand Bag File) A Transaction which provides a list of On-Hand Bag Files according to specified criteria.	$0.151
ROF/ALL (Trace all OnHand Bag file, open or closed)	$0.151
ROF/CC (Trace OnHand Bag file by Contents list)	$0.701
ROF/CC MS ALL (Trace all OnHand Bag file by Contents list, Missing Station)	$0.701
RFW (Trace list of Forward Bags) A Transaction which produces a list of all Forward Files.	$0.151
QAH (Quick Create Delayed Bag)	$0.151

SITA

2.3.1 Optional Services

Option		Fee (USD)
FlightSuggest		
	Implementation & Delivery	$0.00
	Monthly Recurring Charge	$880.00
Custom Branding		
	Implementation & Delivery	$0.00
	Monthly Recurring Charge	$650.00
Single Sign On Integration		
	Implementation & Delivery	$0.00
	Monthly Recurring Charge	$990.00
Custom Labels and Help Customisation		
	Implementation & Delivery	$0.00
	Monthly Recurring Charge	$2,200.00
Chargeable Transactions		**Per count**
Baggage History Integration (per transaction / bag)		
Baggage journey data for pre-filling passenger and flight details		$0.315
Baggage journey data for showing the baggage history		$1.050

2.4 Call Centre

Item	Fee (USD)
Implementation Fee	None
Monthly Maintenance Fee	$500.00

2.5 LZ Handler

Item	Fee (USD)
Implementation Fee	None
Monthly Maintenance Fee	$750.00
Usage Charges - Chargeable Transactions	**Unit Charge per Transaction**
As per Management usage charges	*See Management charges*

SITA

2.6 WorldTracer Tablet

A licence pricing model applies, based on number of devices to licence.

Minimum numbers of device licences apply - see notes.

If Gold is chosen, at a later date, the difference between the two module prices apply.

WorldTracer® Tablet Module	Fee (USD)
Small User License	
Silver – Passenger Processing (Small airline or 1 airport) Monthly base fee Up to 5 devices included. Additional $115 per device thereafter.	$605.00
Gold – Passenger + Baggage Processing (small airline or 1 airport) Monthly base fee Up to 5 devices included. Additional $134 per device thereafter.	$705.00
Large User License	
Silver – Passenger Processing Large Airline, Multi-airport Monthly base fee Up to 30 devices included. Additional $108 per device thereafter.	$3,430.00
Gold – Silver + Baggage processing Large airline, multi-airport Monthly base fee Up to 30 devices included. Additional $124 per device thereafter.	$3,965.00

2.7 New Functionality

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

2.8 Training

2.8.1 Initial Training at SITA site

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

2.8.2 Initial Training at Customer's site

Initial training at Customer's site is subject to SITA's agreement and will bear an additional cost of USD $1,430.00 per student per class (minimum 6 students) in addition to the trainer's travel, accommodation and subsistence expenses.

2.8.3 Charge for Additional Training Requested by Customer

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

SITA

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

3   Change in Charges

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

4   Billing Terms

4.1   SITA may commence invoicing the Charges for the Service in accordance with the Service Schedule(s).

SITA

Appendix 1 - Service Modules

1 Service Modules to be delivered to Customer

Service Module		Option (if applicable)
A Service Module or Option is selected by a cross appearing in the corresponding box.		
☒	WorldTracer Desktop (all basic functionality, included in the subscription)	
☒	Management for Handlers	
	☒	Non-participant tracing
☐	WorldTracer Desktop Options (*specify the premium module(s) selected by Customer*):	
	☐	Branding
	☐	FlightSuggest
	☐	Single Sign On
	☐	Unique Label and Help Customisation
	☐	Bag Journey Data Pre-fill *(for Customers who do not subscribe to Bag Journey separately)*
	☐	Bag Journey History *(for Customers who do not subscribe to Bag Journey separately)*
☐	WorldTracer Desktop Training (mandatory for at least one Coordinator)	
	☐	WorldTracer Desktop Management Training
	☐	WorldTracer Desktop Coordinator Training
☐	Call Centre	
☐	LZ Handler	

SITA

WorldTracer Tablet Service Module

A Service Module or Option is selected by a cross appearing in the corresponding box

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

☐	Silver	**OR**	☐	Gold

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

☐	Silver	**OR**	☐	Gold

Options

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

	☐	XX
	☐	XX
	☐	XX
	☐	XX

End of Schedule

SITA