

CUTE/APC Service Agreement

This CUTE/APC Service Agreement (hereinafter referred to as “Agreement”) is made between “ARMENIA” INTERNATIONAL AIRPORTS” Closed Joint Stock Company, a company duly incorporated under the laws of the Republic of Armenia, Taxpayer ID 02562664, legal domicile at Zvartnots International Airport, AIA Building, Yerevan City 0042, Republic of Armenia, and airline operating flights to and from Zvartnots International Airport and submitting online application via registration form placed on “DCS” page of www.zvartnots.aero webpage (hereinafter referred to as the “Customer”), from now on AIA and the Customer together, the Parties, or individually the Party,

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1. Definitions and interpretation

1.1 Definitions

The following words have these meanings in this Agreement and the recitals:

Actual Date of Commencement of Service shall mean the date Customer’s flight following successful completion of test conducted and training received.

Airport Authorities' Regulations means all directives, rules and regulations, promulgated by the authorities having jurisdiction over all or part of the Airport, pertaining to the installation, operation and maintenance of the CUTE Equipment, including the Airport Users' Emulators and the Airport Users' Gateways.

Airport User means a person that received the notification of the Agreement (either actual or implied) from the Customer for the provision of the CUTE/APC Service at the Airport. The Customer is considered to be an Airport User if the Customer utilises the CUTE/APC Service to operate one or more software applications.

Airport Users' Emulators means the software application programs which the Airport Users shall submit to AIA for certification and installation pursuant to Clauses 5.1 and 6.2 and use in order to receive and utilise the CUTE/APC Service.

Airport Users' Gateways means the software application and the dedicated hardware in which such application will reside that the Customer shall submit to AIA, or cause to be submitted to AIA, for certification and connection pursuant to Clauses 5.1 and 6.2 and which the Airport Users shall use in order to interface with the CUTE Equipment.

Charges means the charges set out in Schedule 3.

CUTE Equipment means the data processing and telecommunications equipment described in Schedule 2. The CUTE Equipment does not include modems, gateways and other dedicated equipment provided or owned by the Airport Users.

CUTE/APC Service means the service described in Schedule 1, and includes the CUTE Equipment.

CUTE Software means any software provided by AIA in conjunction with the CUTE/APC Service.

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.

Host Computer means any computer accessed or accessible by a user of the CUTE/APC Service.

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 having something with the same or a similar effect happen under the laws of any jurisdiction.

Intellectual Property Rights means copyright, database right, patent, registered design or design right.

Scheduled Down Time means periods, duly notified to the Customer by AIA, during which the Service will not be available in order for AIA to be able to carry out maintenance and other activities as may be necessary for the proper operation of the CUTE/APC Service; it is hereby stipulated that AIA shall use its best reasonable efforts to schedule Scheduled Down-Time so as to minimize the operational inconvenience resulting therefrom to all users of the Service at the Airport.

Supplier's Operating Procedures means the operating procedures prescribed by suppliers of the CUTE Equipment, which includes the terms, and conditions which must be respected by users of such equipment in order to assure the proper functioning the equipment.

Unscheduled Down Time means periods of time when the CUTE/APC Service is not available at the Airport, other than Scheduled Down Time.

Airport means Zvartnots International Airport (EVN) of Yerevan city, Republic of Armenia.

1.2 Reference to general terms

Unless the contrary intention appears, a reference in this Agreement to:

- (a) this "Agreement" includes the schedules, which form part of this Agreement for all purposes;
- (b) a "party" or the "parties" is to the parties or the parties (as the case may be) to this Agreement and includes any permitted assignees of a party;
- (c) the word "person" includes an individual, firm, corporation, unincorporated association, government, state or agency of state, association, partnership or joint venture;
- (d) the words "include", "including", are not used as, nor are they to be interpreted as, words of limitation.

1.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

General terms

2. Services

- 2.1 AIA will provide the CUTE/APC Service to the Customer at the Airport.
- 2.2 AIA agrees to implement the CUTE/APC Service in accordance with the initial configuration described in Schedule 2. AIA will provide the CUTE/APC Service as of the Actual Date of Commencement.
- 2.3 The Customer shall not sell or make the CUTE/APC Service available to any other person.

3. Term of the Agreement

- 3.1 This Agreement is valid from the moment of submission by the Customer of online application and shall remain in full force and effect while the Customer uses CUTE/APC Service.
- 3.2 This Agreement may be terminated pursuant to the provisions of clause 9.

4. CUTE Equipment

- 4.1 AIA will provide and maintain the CUTE Equipment at the Airport. The Customer agrees that during the term of this Agreement, the CUTE Equipment will remain the property of AIA and the Customer shall have no interest in the CUTE Equipment except to use the CUTE Equipment in accordance with this Agreement.
- 4.2 The Customer agrees to operate the CUTE Equipment in accordance with:
 - (a) the Supplier's Operating Procedures; and
 - (b) the Airport Authority's Regulations.

5. AIA's obligations

- 5.1 AIA will, before the Actual Date of Commencement:
 - (a) If necessary, certify the Users Emulators, and if appropriate the Users' Gateways, to be used at the Airport in accordance with the CUTE/APC Service Certification Procedures; and
 - (b) install or connect them to the CUTE Equipment.
- 5.2 AIA will:
 - (a) provide the CUTE Service at the Airport 24 hours a day, 7 days a week except for Scheduled Down Time and Unscheduled Down Time;

- (b) respond within 24 hours to questions posed by the Customer concerning the implementation, operation and development of the CUTE/APC Service and the CUTE Equipment; and

5.3 appoint one or more persons, and inform the Customer of their names and contact details, whom the Customer can consult if problems are encountered with respect to the CUTE/APC Service.

6. The Customer's obligations:

6.1 The Customer agrees to provide to AIA for its use:

permission to connect and operate at the Airport their own system. If necessary the Customer will provide access to the necessary network cabling channels and any required network patch leads.

6.2. The Customer agrees to:

cooperate with AIA and provide all reasonable assistance to AIA during the implementation of the CUTE/APC Service;

6.3. Additionally, the Customer is responsible for providing the following messages to AIA.

- **PIL** = Passenger information List (*on departure*)
- **LDM** = Load distribution message (*on arrival/departure*)
- **PNL** = Passenger Name list (*on departure*)
- **Load Sheet** (*on arrival*)
- **Passenger Manifest** (*on departure*)

6.4. The Customer shall be responsible for providing training as per Schedule 4 before the commencement date.

7. Charges

7.1 As further detailed below, the Customer shall be ultimately responsible to AIA for all the Charges.

7.2 As detailed in Schedule 3 (Charges), AIA will invoice to the Customer, the Charges, commencing from the Actual Date of Commencement of Service.

7.3 AIA requests Customer to make the payments via bank transfer, and to do it at the following bank account:

For €:

Beneficiary name: Armenia International Airports CJSC

Beneficiary account No.: 1930010534800104

Beneficiary Bank: CONVERSE BANK CJSC, YEREVAN, ARMENIA,

SWIFT: COVBAM22

CORRESPONDENT BANK: COMMERZBANK AG, FRANKFURT AM MAIN, GERMANY

AIA is entitled to change the payment bank at any time, provided AIA submits a written notification to the Customer about this change on or before presenting their invoice.

8. Confidentiality and data protection

8.1 Neither Party shall without the prior written consent of the other party, disclose to any third party any information relating to the CUTE/APC Service which is clearly marked, or which is described in a written instrument to be proprietary or confidential. For the purposes of this clause 8, a third party shall be any person that is not an employee of either Party or an Airport User and is not bound to respect the confidentiality of information placed at his disposal.

9. Termination

9.1 Either party may terminate this Agreement by giving 30 (thirty) calendar day written notice to the other party, sending the notice to the legal address of the respective party.

9.2 Either party may terminate this Agreement by notice to the other party with immediate effect if the other party:

- (a) commits any material breach of its obligations in this Agreement and does not remedy that breach within 90 (ninety) days of receiving a notice detailing the breach and requiring that it be rectified; or
- (b) is Insolvent.

9.3 In the event that, due to an event of force majeure or its consequences and notwithstanding the reasonable endeavours made by AIA, AIA shall be wholly or partly unable to perform its obligations under this Agreement with respect to the Customer for more than two (2) consecutive months, the Customer shall have the right, by serving a notice on AIA to that effect, to terminate this Agreement. The effective date of such termination shall be the date of receipt of such notice. In the event of such termination, neither AIA nor the Customer shall have any right to claim or receive damages of any kind or nature relating thereto.

10. Consequences of termination or expiration

10.1 If this Agreement is terminated for any reason or expires, then:

- (a) the Customer will immediately cease all use of the CUTE/APC Service, the CUTE Equipment, any software provided by AIA and documentation and materials subject to this Agreement;
- (b) the Customer shall immediately return to AIA all material and documentation provided with, generated by or descriptive of the software and CUTE/APC Service including, without limitation, object code listings, source code listing, machine code translations, functional specifications, service specifications, user manual, screen dumps or reproductions, software printouts and any Confidential Information; and

11. CUTE/APC Service Use

11.1 AIA assumes no responsibility and the Customer accepts that AIA shall have no responsibility regarding the use or the results of use of the CUTE/APC Service and or any data created by use of the CUTE/APC Service in terms of correctness, accuracy, reliability or otherwise other than in this Agreement. Responsibility for using or relying upon the CUTE/APC Service for the Customer's business use lies exclusively with the Customer.

11.2 Without limiting the generality of the foregoing, neither the CUTE/APC Service nor the warranties herein granted shall extend to the rectification of failures resulting from:

- (a) a defect in, or malfunction of, any equipment not provided by AIA pursuant to this Agreement used for the operation of the CUTE/APC Service;
- (b) the use of the CUTE/APC Service on computer hardware or a computer configuration other than in accordance with AIA's reasonable instructions regarding certification for the said hardware;
- (c) electrostatic discharge or magnetic fields;
- (d) the misuse by the Airport Users of the software used for the delivery of the CUTE/APC Service or its use in conjunction with any other software;
- (e) any failure of the Customer to keep or store the CUTE Equipment correctly and in accordance with the Supplier's Operating Procedures;
- (f) the usage of the CUTE/APC Service for or to produce a result that is reasonably deemed by AIA to be in conflict with the operation of the CUTE/APC Service; or
- (g) any alteration or modification of the CUTE Equipment by any other party other than AIA, its agents, servants and contractors including but not limited to the Customer.

11.3 If the Customer requests AIA to rectify a failure in the CUTE/APC Service as a result of any of the occurrences set out under clause 11.2 or a force majeure event, such rectifications shall not be considered part of the CUTE/APC Service and AIA shall be entitled to charge the Customer additional charges that are reasonable and proper charges.

11.4 The Customer acknowledges that software in general are not free from minor defects ("**Defect**") and agrees that the existence of Defects in the CUTE Software which do not seriously, or constantly affect the operating capability of the CUTE Software, shall not constitute a breach of this Agreement. The Customer agrees to notify AIA of a Defect in the CUTE Software and provide a reasonably detailed written description of the Defect to AIA. Thereupon, AIA shall use all reasonable efforts to correct the Defect according to the priority levels, response and solution objectives as agreed between the parties, provided that AIA is satisfied that the Defect is a malfunction, as opposed to a modification of the CUTE Software.

11.5 The Customer acknowledges that it is the responsibility of the Customer to ensure that the facilities and functions described in the schedules meet its requirements. AIA shall not be liable for any failure of the CUTE/APC Service to provide any facility or function not specified in the schedules.

11.6 The Customer recognizes that AIA has no control over the content of the messages and the information exchanged by the Customer by means of the CUTE/APC Service and over the use of the CUTE/APC Service made by the Customer

or the Airport Users. Should AIA suffer any damage in relation to the CUTE/APC Service by the Customer, the Customer agrees to indemnify and hold harmless AIA and its subcontractors against and from any damages, costs and/or expenses, for claims brought against AIA by any third party hereto and arising out of the Customer's or Airport User's use of the CUTE/APC Service. The Customer will use its reasonable endeavours to provide all information necessary to allow AIA to defend itself against such claims.

12. Limitation of liability

- 12.1 Neither party makes any representations or warranties except as expressly set forth in this agreement. The warranties or indemnities contained in this agreement are in lieu of all other warranties or representations of any kind, express or implied, including without limitation any warranty as to merchantability or fitness for a particular use or any other matter.
- 12.2 AIA shall not be liable for any Loss directly or indirectly suffered by, imposed on or incurred by the Customer or its affiliates, unless such Loss is directly caused by or arises from AIA's gross negligence, bad faith, or wilful misconduct, or a breach by AIA of its obligations under this Agreement. As used in this Agreement, "Loss" means any damage, claim, loss, liability, charge, action, suit, proceeding, deficiency, tax, interest, judgment, penalty and reasonable costs and expenses (including reasonable attorneys' fees).

13. Notices

- 13.1 Any notice made or delivered by one Party to another under or in connection with this Agreement must be in writing by fax or letter, signed by the duly authorized representative of the sender, and will only be effective:

- (i) if by way of fax, when sent to fax number of the recipient;
- (ii) if by way of letter, when received at legal address of the recipient

and only if expressly marked for the attention of the authorized representative identified in a manner envisaged hereby.

- 13.2 The postal address and fax number of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

- (a) in the case of AIA that identified below:

AIA Building

Zvartnots International Airport

Yerevan City, 0042

Republic of Armenia

Attention: Director Mr. Marcelo Wende

Telephone: (+37410) 49 30 00

Fax: (+37410) 49 30 00 ext. 7112

- (b) in the case of the Customer that identified by the Customer at registration in the registration form.

14. Entire agreement

- 14.1 This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

15. Force majeure

- 15.1 Neither party is liable for any breach of its obligations under this Agreement if the breach resulted from a cause beyond its reasonable control.

16. Exclusion of third party rights

- 16.1 The parties to this Agreement do not intend that any term of this Agreement will be enforceable by any person that is not a party to it.

17. Severability

17.1 If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

18. Dispute resolution

18.1 Should a Dispute arise in connection with this Agreement, the parties undertake in good faith to use all reasonable endeavours to settle the dispute via negotiations.

18.2 If the Dispute may not be resolved via negotiations then the parties shall settle the dispute in the courts located in the Republic of Armenia, in accordance with the legislation of the Republic of Armenia.

19. Governing law

19.1 This Agreement as well as the rights and obligations of the Parties envisaged hereby shall be governed by the legislation of the Republic of Armenia as at present in force.

Schedule 1: CUTE/APC SERVICE

The CUTE/APC Service is a service which enables airlines at an airport to share passenger terminal handling facilities (including such areas as check-in, transfer and gate counters) on a common use basis, as well as to use their own and other parties' Host Computer electronic data processing application(s) for functions including departure control, reservations, ticketing, boarding pass and baggage tag issuance at such counters and/or elsewhere.

CUTE/APC uses a redundant, resilient, high-speed IP-based LAN architecture designed to be flexible and support growth potential. In addition to the CUTE/APC services provided, the LAN network has the capacity for a variety of integrate services can also be used for voice traffic allowing an integrated approach to LAN networking.

AIA Airport Services supports CUTE/APC with a range of services designed to complement and enhance the use of CUTE/APC and to provide cost-effective and timely implementations. These include turn-key installation, project management, integration services, consultancy, and customization. In addition, the full resources of AIRPORT are available in providing whatever solutions are required, be they in cargo, WAN's, flight planning, IP services etc.

Technical support is available 24 hours per day, 7 days per week for immediate response. Should a damage occur to the CUTE equipment, it will be repaired within the reasonable time for each case.

AIA will provide qualified personnel for technical support whose contact numbers are as follows:

Daily from Monday to Friday (10.00-19.00):

- tel: +374 10 49 30 00 ext: 7277
cell: +374 93 436 876

24 hours per day, 7 days per week:

- tel: +374 10 49 30 00 ext: 7225
cell: +374 93 600 584, +374 93 600 586

CUTE/APC Features:

- *Resilient and redundant architecture*

Dual paths are provided for all equipment so that single points of failure do not compromise operation. New features in CUTE/APC include hot standby gateways, server replication, RAID disk arrays etc.

- *Multi operating system support*

Applications for Microsoft Windows 10, Windows 7, Windows NT, Windows 9x, Windows 3.x, DOS are all supported under CUTE/APC. Integration with other platforms and systems becomes easy.

- *An extensive range of certified peripherals, including:*

Boarding Pass Printers (ATB)

Bag Tag Printers (BTP)

Boarding Gate Readers (BGR)

Document Printer

Light Pens

Magnetic Card readers (MSR)

Passport Readers (OCR)

- *Widespread Connectivity*

Departure Control System support available for a wide range of industry standard protocols including TCP/IP, P1024B (ALC), P1024C (UTS), X.25, SNA/SDLC.

- *Central Administration and Management*

Using Microsoft's System Management Server and HP's Openview, an integrated view of CUTE/APC operation is available at Airport Services 24 hour support facility (SITA service desk remote support).

- *Comprehensive Statistics gathering*

Usage statistics are gathered automatically and transmitted to AIRPORT Airport Services for billing. Statistics can also be made available on-site.

Schedule 2: CUTE Equipment

1. CUTE EQUIPMENT, CERTIFIED FOR CUTE/APC SERVICES TO BE PROVIDED BY AIA FOR EACH CHECK-IN DESK

- One PC
- One ATB (Boarding printer)
- One BTP (Bag Tag printer)

2. CUTE EQUIPMENT, CERTIFIED FOR CUTE/APC SERVICES TO BE PROVIDED BY AIA FOR EACH GATE

- Three PCs
- Three Boarding Gate Readers equipped with bar code readers
- One Oki printer

As of the signature date of this Agreement, all the above listed CUTE Equipment is in place at the Airport and is subject to a contract between AIA and the Customer. Upon the Effective Date of this Agreement, the CUTE Equipment shall be subject to the terms of this Agreement.

All dedicated equipment provided by AIA at the Airport shall continue to remain subject to the existing terms and conditions of their respective agreements and shall not be subject to the terms of this Agreement.

Schedule 3: Charges

Customer shall be responsible for all the Charges contained in this Schedule.

1.1. The charge for the CUTE/APC Service provision shall be EUR 1.50 (EURO One Cents Fifty) per departing passenger per flight.

1.2. An invoice for CUTE/APC Service provision will be issued per each flight and payment thereof shall be due and payable:

- (a) For charter flights: in advance or upon departure of the flight;
- (b) For regular flights: the Customer shall approve and download the invoice for CUTE/APC Service actually rendered from AIA's online invoicing system via personal login and password previously provided to the Customer. The invoice will be ready on AIA's online system for the Customer's approval within 2 (two) business days after each flight, and the Customer shall approve it within 5 (five) business days. The settlement shall be effected per each actually handled flight, not later than within 3 (three) business days since the date of the invoice approval by the Customer on AIA's online invoicing system. If payment is not made by Customer within such 3 (three) business day period, AIA shall notify the Customer that failure to pay the full invoice within the next 3 (three) business days shall be the cause for AIA to cut off access to the CUTE/APC Service system. Both AIA and the Customer agree to act in good faith and either one may take action to preclude the Airport User's access to the CUTE/APC Service.

The Customer's bank payment order shall clearly specify AIA's invoice number and the words "*for CUTE/APC services*". Should the Customer's bank payment order be drawn up in violation of the above-said conditions, AIA will then consider the payment performed by the Customer against other airport services.

1.3. In case of passenger check-in during the Customer's particular flight through Airport local DCS system, the charge for the Airport local DCS provision shall be EUR 1.10 (Euro One Cents Ten) per passenger per flight.

1.4. An invoice for Airport local DCS provision will be issued per each flight and payment thereof shall be due and payable:

- (a) For charter flights: in advance or upon departure of the flight;
For regular flights: the Customer shall approve and download the invoice for Airport local DCS service actually rendered from AIA's online invoicing system via personal login and password previously provided to the Customer. The invoice will be ready on AIA's online system for the Customer's approval within 2 (two) business days after each flight, and the Customer shall approve it within 5 (five) business days. The settlement shall be effected per each actually handled flight, not later than within 3 (three) business days since the date of the invoice approval by the Customer on AIA's online invoicing system. If payment is not made by Customer within such 3 (three) business day period, AIA shall notify the Customer that failure to pay the full invoice within the next 3 (three) business days shall be the cause for AIA to cut off access to the Airport local DCS system. Both AIA and the Customer agree to act in good faith and either one may take action to preclude the Airport User's access to the Airport local DCS.

The Customer's bank payment order shall clearly specify AIA's invoice number and the words "*for Airport local DCS services*". Should the Customer's bank payment order be drawn up in violation of the above-said conditions, AIA will then consider the payment performed by the Customer against other airport services.

1.5. The charges due by the Customer shall be computed by AIA, and shall be invoiced per AIA's standard billing policy.

Schedule 4: Training

Training Course	CUTE/APC SERVICE Train the Trainer
Description	The objective of this course is to instruct training staff to effectively train their end users to use the CUTE system interface to access their airline applications. Participants will receive step by step instruction on how to instruct users on the following:
Course Content	<ul style="list-style-type: none"> • Overview and description of CUTE/APC Service • Login Procedure • Description of the users' menu and how to access applications • Switching between applications (This is shown on a need to know basis) • Exiting applications • Logoff Procedure • Troubleshooting common errors • Procedure for contacting Help Desk (where applicable) • Printer procedures and troubleshooting • Computer Based Training • Practical hands on experience with accessing airline applications
Duration	The Training Course shall last for four (4) hours. This includes above training, with time allocated for each user to practice accessing and using their host applications with the CUTE system interface.
Pre-requisites	<ul style="list-style-type: none"> • Users are responsible for knowing their respective host application commands. • Airline supervisors are responsible for setting up practice test flights for each training session. • Airlines must supply bag tags and boarding passes at AIA's request • Authority to supply training room with necessary AC power, outlets, tables, chairs and LAN connectivity.
Documentation	Courses will be supplemented with CUTE/APC Train the Trainer Manuals, End User Reference Manuals (one (1) set included with course) and computer based training software. AIA may request additional copies of any training material.