



AGREEMENT

is entered between

**Joint-Stock Company Lithuanian Airports
Rodūnios Rd. 10A
Vilnius
Republic of Lithuania**

and

**ASQS GmbH
Wasagasse 6/10
A-1090 Vienna
Austria**



ASQS GmbH
Wasagasse 6/10
A-1090 Vienna
Austria

Legal Information ASQS GmbH:

Physical and Postal Address:

Wasagasse 6/10
A-1090 Vienna
Austria

VAT Number: ATU68100636

Commercial Register Number: FN 400177x

Bank Details:

Bank Name: VKB Bank

BIC/SWIFT: VKBLAT2L

IBAN: AT86 1860 0000 1502 0316

Legal Information Licensee:

Physical and Postal Address:

Rodūnios Rd. 10A
Vilnius
Republic of Lithuania

VAT Number: 208640716

Commercial Register Number: 120864074



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1. Preamble

This License Agreement (the "**Agreement**"), effective as of November 1st, 2025 (the "**Effective Date**"), is entered into by and between ASQS GmbH, a corporation, incorporated pursuant to the laws of Austria ("**ASQS**") and Joint-Stock Company Lithuanian Airports, a corporation, incorporated pursuant to the laws of Lithuania (the "**Licensee**") and together with ASQS, the "**Parties**", and each, a "**Party**".

WHEREAS, ASQS is the legal and beneficial owner of the Licensed Software, and desires to provide the Licensed Software to the Licensee; and

WHEREAS, the Licensee desires to obtain a license to use the Licensed Software for internal use, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Agreement Structure

Preamble and Annexes form an integral part of this Agreement. Service Level Agreement ("**SLA**") and Data Processing Agreement ("**DPA**") shall hereby be incorporated and form part of this Agreement.

3. Object of Agreement

ASQS provides for the Licensee the right of use of the Licensed Software, which is accessible online through Supported Web Browsers at the following URL: <https://lithuanianairports.asqs.net>

3.1. Provision of Online-Application iQSMS

ASQS represents an electronic quality and safety management system. Under this Agreement, the Licensee shall be permitted to use the modules defined in Annex 2.

In addition, ASQS provides suitable Licensed Software Material for the system's most important functionality in the Licensed Software.

3.2. Allocating Identification Numbers and Passwords for Employees

A specific administrative mask to allocate logins and passwords is provided to the Licensee. Through this system, the Licensee is able to create and set up its own users. With the provided access information, the Licensee and its authorized users can use the Licensed Software through Supported Web Browsers. Each user gets his/her own individual set of login data.



3.3. Provision of a Service Structure by ASQS

ASQS offers the Licensee the following service structure:

If technical or application problems arise, 1st level (= helpdesk) and 2nd level (= technical) support is available through a customer service team, based in Vienna/Austria, number +43 1 306 1234 on Normal Business Days¹ in Austria during Normal Business Hours² or via e-mail at support@asqs.net. Support cannot be expected on weekends and public holidays that ASQS observes (legal public holidays in Austria, Canada and Thailand, if applicable). All e-mails are imported automatically in a ticketing system selected by ASQS (at the time of signature of the Agreement the software JIRA is used). Reported issues via e-mail shall be responded to within the next business day. System recovery times and response time to problems are defined in the Service Level Agreement entered into force upon signature as of the Effective Date of this Agreement.

- The Licensee accepts the following data sub processors to provide additional customer support services on Normal Business Days in Thailand and Canada during Normal Business Hours:

ASQS Ltd.
21st Floor, SJ Infinite One Business Complex
349 Vibhavadi Rangsit Road, Chompol
Chatuchak, Bangkok
10900, Thailand
Telephone: +66 2 105 4755

ASQS Safety and Quality Solutions Inc.
330 5th Avenue South West
Calgary Place, 18th Floor
Calgary, AB T2P 0J4
Canada
Telephone: +1 587 393 6424

ASQS Ltd. and ASQS Safety and Quality Solutions Inc. work in accordance with procedures published by ASQS GmbH and ASQS GmbH shall ensure that ASQS Ltd. as well as ASQS Safety and Quality Solutions Inc. comply with the requirements of the General Data Protection Regulation (GDPR) (EU) 2016/679, specifically in relation to all personally identifiable information that is processed by them pursuant to this Agreement.

- The Licensee does neither accept ASQS Ltd nor ASQS Safety and Quality Solutions Inc. as data sub processors.

3.4. Secure Data Transfer

ASQS uses a 256-Bit-TLS-encryption (Transport Layer Security). The login process always occurs through an encrypted TLS data transfer.

¹ "Normal Business Day" means every official workday from Monday to Friday 9:00 to 17:00 Central European Time (CET) and if applicable 09:00 to 17:00 Indochina Time (ICT) and 09:00 to 17:00 Mountain Time Zone (MST) and does not include weekends and Austrian legal public holidays and if applicable legal Canadian and Thai public holidays.

² "Normal Business Hours" means from Monday to Friday 9:00 to 17:00 in the respective time zone.



4. Compensation

The compensation for the right to use the Licensed Software and all other services provided by ASQS under this Agreement is calculated in accordance with Section 5 of this Agreement in combination with Annex 1.

5. Fees

All listed fees are quoted in EURO (EUR), excluding VAT. For Licensee-defined changes, a customization fee of EUR 160.00 per man-hour (excluding VAT) is charged.

5.1. LICENSED SOFTWARE iQSMS

The Licensed Software is contracted on a fee dependent on the number of contracted Modules and the fleet size or the total number of system users, depending on the type of organization of the Licensee.

Annex 1 to this Agreement defines the annual subscription fees.

Annex 2 to this Agreement defines the contracted Modules and regulations/standards/protocols in the Quality Management Module, if applicable.

Changes to Annex 1 and Annex 2 shall be made in written form and Countersigned by both Parties.

At the Effective Date, the following fees are fixed:

Number of Modules:	see Annex 1 and Annex 2
Annual subscription fee:	see Annex 1
One-time implementation fee:	see Annex 1

5.2. Additional Services

5.2.1 The following services are included:

Services	Fees in EUR
Support by phone on Normal Business Days during Normal Business Hours	Included in the subscription fee
Webhosting of the Licensed Software	Included in the subscription fee
System Updates	Included in the subscription fee
Daily incremental backup of the Licensed Software	Included in the subscription fee
New Versions of contracted Modules	Included in the subscription fee

*) Note: Travel and accommodation costs have to be paid separately by the Licensee in compliance with Section 5.3.

5.2.2 The following additional services can be provided by ASQS:

Services	Fees in EUR
Agreed customizations	160.00/Hour
Additional iQSMS Training (on-site)*)	120.00/Hour
Additional iQSMS Webinar (online)	100.00/Unit



All such services shall be quoted before In Writing by ASQS and only performed upon Signed acceptance of the Licensee.

5.3. Expenses

In addition to the compensation and fees outlined in Clauses 5.1 and 5.2., the Licensee shall pay for any and all out-of pocket expenses which may occur, such as possible travel expenses, including but not limited to flight tickets, mileage allowance, accommodation costs, or other additional project-related charges, if applicable.

Travel conditions:

Any travel expenses are to be paid by the Licensee pursuant to the following conditions, with prior approval by the Licensee:

Airline Tickets for flight below 6 hours:	Economy Class
Airline tickets for flights of 6 hours or above:	Business Class
Arrival/departure airport:	Departure Airport of ASQS representative
Hotel accommodation:	4-star hotel including breakfast

6. Billing, Terms of Payment

1. **Implementation fee Licensed Software:**

50% to be paid upon signature of License Agreement / 50% upon Go-Live Date of the Licensed Software but not later than 90 days after the Effective Date³

2. **Implementation fee interfaces and/or migration of historic data (if applicable):**

payable 50% upon signature of License Agreement / 50% upon completion of service⁴

3. **Subscription fee Licensed Software:**

to be invoiced annually starting with Go-Live Date but not later than 90 days after the Effective Date. For the first year, the Subscription Services Fee will be invoiced on a pro rata basis for the period actually used by the Licensee following the Go-Live Date⁵.

4. **Subscription fee interfaces (if applicable):**

payable starting with deployment of service

5. **Services related to point 5.2.2:**

payable 50% upon Signed offer / 50% upon deployment or completion of service

6. **Payment term:**

³ Based on the condition that ASQS has completed all tasks related to the implementation that can be performed by ASQS independently.

⁴ Based on the condition that ASQS has completed all tasks related to the implementation that can be performed by ASQS independently.

⁵ Based on the condition that ASQS has completed all tasks related to the implementation that can be performed by ASQS independently.

all invoices payable within 30 days after receipt of invoice

ASQS shall issue an invoice for the annual fees in advance of each anniversary of the Effective Date. ASQS shall send the invoices via e-mail to: safety@ltou.lt

Payments shall be made to a bank account in the name of ASQS GmbH, held at a reputable bank in Austria. Transaction fees are at the expense of the Licensee.

In case of default of payment within the stipulated time period, default interest on arrears at 8 % p.a. is due and payable. In addition, any legal fees in connection with the claim to recuperate overdue and non-disputable payments have to be borne by the Licensee. In the case of a bona fide query or dispute concerning an invoice, interest shall not commence to accrue pending resolution of the query or dispute concerned, provided that the Licensee raises its query or the disputed matter(s) to the attention of ASQS In Writing within fourteen (14) days of receipt of the invoice in question.

The Licensee is not entitled to offsetting against a claim of the Licensor.

7. Data Protection and Security

ASQS Ltd. and ASQS Safety and Quality Solutions Inc. work in accordance with procedures published by ASQS GmbH and ASQS shall ensure that ASQS Ltd. and ASQS Safety and Quality Solutions Inc. comply with the requirements of the General Data Protection Regulation (GDPR) (EU) 2016/679, specifically in relation to all personally identifiable information that is processed by it pursuant to this Agreement.

- 7.1 Both Parties are presumably subject to the legal conditions of data privacy and security including in particular Regulation (EU) 2016/679 (“General Data Protection Regulation” or “GDPR”). To comply with these requirements, the Parties have entered into a data processing agreement (“Data Processing Agreement”) dated the same date as this Agreement.
- 7.2 With respect to Data Processing Agreement, the Parties agree that:
- a) ASQS is under no obligation to obtain internal or external legal advice to determine whether any of Licensee’s instructions comply with applicable law; this applies in particular to Section 4.1.3 of the Data Processing Agreement;
 - b) ASQS will not provide, neither under this Agreement nor the Data Processing Agreement, any legal advice to Licensee and no information provided by ASQS to Licensee should be considered legal advice;
 - c) in case the implementation of any of Licensee’s instructions under Section 4.1 of the Data Processing Agreement would require more than 1 man-hour of ASQS, the Parties shall agree on a reasonable remuneration for the implementation of such instructions;
 - d) the security measures outlined in ASQS’s data security policies and in Sections 3.4 and 11.1 and Annex 4 of this Agreement are sufficient to comply with the security requirements under Section 4.2.2 of the Data Processing Agreement;
 - e) promptly forwarding to the Licensee any request received directly from a data subject is sufficient for ASQS to comply with its obligations under Section 4.3.1 of the Data Processing Agreement;

- f) Section 4.2 of the Data Processing Agreement in combination with the information set out in Annex 1 of the Data Processing Agreement is sufficient for ASQS to fulfil its obligations under Section 4.3.2 of the Data Processing Agreement to assist the Licensee in ensuring its compliance with Articles 32 to 36 GDPR;
- g) ASQS may fulfil its audit obligations under Section 4.4.2 of the Data Processing Agreement by regularly having an independent third party conduct an audit of ASQS's data processing operations and providing a copy of the audit report to the Licensee that is not older than 18 months.
- h) the procedure for returning personal data after termination of this Agreement as set out in Section 14 of this Agreement are sufficient for ASQS to comply with its obligations under Section 7 of the Data Processing Agreement.

8. Intellectual Property Rights

- 8.1 The Licensee acknowledges and agrees that subject to this Section, all Intellectual Property rights in and to the Licensed Software belong to and vest in ASQS.
- 8.2 ASQS acknowledges and agrees that all Data belongs to, and that title to such Data is vested in and shall remain vested in the Licensee.

9. Warranty and Liability

9.1. Uptime Warranty

As defined and agreed to by the Parties under the Service Level Agreement dated the same date as this Agreement.

9.2. IP Warranty

ASQS warrants that it has the legal right and power to grant the right to use the Licensed Software to the Licensee under this Agreement and the use thereof by the Licensee shall not infringe or violate any intellectual properties or any other proprietary rights of third parties. ASQS agrees to fully indemnify and hold the Licensee harmless against claims, liability, penalties, fines, suits, proceedings, demands, fees, charges, costs or expenses of any kind arising out of the lawful use of the Licensed Software by the Licensee pursuant to this Agreement.

9.3. Data Transfer

In case of downtime of the production server, the production system will be switched to the back-up server as outlined in Annex 4. The process is performed by a change of the DNS (Domain Name System) from the defined production server to the back-up server. The Licensee acknowledges that after the change of the DNS entry, there is a delay until the new DNS is distributed across the internet and the back-up server will become accessible and operational.

The Licensee acknowledges that in certain cases where the security of such transfer is outside the reasonable control of ASQS, ASQS is not fully liable for data transfer. ASQS is liable for the data transfer to the IP Address of the respective firewall of the applicable server center (production and/or back-up server center as defined in Annex 4).



10. Data Ownership

All data entered by the Licensee and its Users shall remain the property of the Licensee at any time. The Licensee shall be responsible for the content of the data uploaded into the Licensed Software.

11. Confidentiality Requirements

11.1. Protection of Confidential Information

The Parties commit to keep all Confidential Information regarding the other Party and/or its employees, confidential and secret; except (where applicable) if and to the extent that a Party is required to disclose the same by applicable law or the regulations of a stock exchange on which the shares of such Party (or the shares of its ultimate holding company) are listed. All Data entered by the Users of the Licensee into the Licensed Software fall within the scope of this commitment and constitute Confidential Information. ASQS shall not provide any data of the Licensee to a third party or any unauthorized persons. ASQS shall ensure that access to the physical servers of ASQS is granted to authorized personnel only, which are:

- Authorized personnel from the server hosting company
- IT Manager of ASQS

The duty to protect Confidential Information shall survive the termination of this Agreement. However, the duty to protect Confidential Information shall end if the facts, information or data, which constitute Confidential Information, are made available to the public without any assistance by the Party obligated to non-disclosure or if the beneficiary Party of obligated non-disclosure notifies the other In Writing that it no longer treats as confidential the facts, information and data it has disclosed to the other Party (especially if made public for everyone or outside of the Licensee and on the internet).

A release of the duty to protect Confidential Information of a Party by the other Party, because of particular circumstances, is only possible in written form and Signed and, where reasonably requested, such a release shall not be unreasonably withheld by the beneficiary Party.

11.2. Specific Protection of Licensed Software

The Licensed Software and its structure, software, computer codes, programs, information, text, images, know-how, designs, logos and any other element constituting the Licensed Software and the Intellectual Property Rights in the Licensed Software are the property of ASQS.

No element or information comprising the Licensed Software or the Intellectual Property Rights therein may be transferred or sold in any form whatsoever to any individual or entity not entitled to use the Licensed Software under this Agreement, including to any entity belonging to the same group of companies as the Licensee. Any attempt to copy, redistribute, forward, exploit or publish without the prior written and Signed consent from ASQS all or part of the contents of the Licensed Software or the Intellectual Property Rights therein, including in modified or altered form, for any purposes whatsoever, is strictly prohibited. However, the Licensee is expressly authorized to share the output or results of the Licensed Software with any entity belonging to the same group of companies as the Licensee and/or to its sub-contractors, in each case whose employees need to have access to such outputs or results for quality and safety management purposes.

Should the Licensee:



- (i) create or develop for its own use or for commercial purposes, or
- (ii) participate to or support the creation, inception or development by another company of, or
- (iii) belong to a group of companies in which one or several entities may act or may have the intention to act as direct commercial competitor of ASQS, including (without being limited to) the main company and subsidiaries of any aircraft manufacturer, any aircraft support organization, and/or commercial provider of safety and quality management systems (electronically or otherwise) and/or other similar agencies, which would hold, use, promote, sell, create or develop for their own use or for commercial purposes,

a product similar to or having the same or comparable purpose as the Licensed Software (Safety Management Software according to and/or in compliance with ICAO Doc. 9859) and which would become commercially available during the term of this Agreement or within 5 years after this Agreement is terminated by either Party, the Licensee acknowledges, agrees and undertakes that the Licensed Software, the Intellectual Property Rights or any part of them including any structure, software, computer codes, programs, information, text, images, know-how, designs, logos, the Licensee:

- (iv) shall not use the Licensed Software or permit it to be used in any manner whatsoever other than the private use allowed by ASQS to the Licensee under this Agreement;
- (v) shall specifically not be used in any manner whatsoever for the purpose of creating or developing any competing product;
- (vi) shall not be communicated in any manner whatsoever to any third party, individual or entity, including any business partner, provider, client, affiliated company or subsidiary of the Licensee, other than as expressly authorized under this Agreement.

The Licensee acknowledges, agrees and undertakes all reasonable steps to prevent infringements of the rights of ASQS. The Licensee expressly, irrevocably and unconditionally undertakes and warrants to ASQS not to use or to communicate the Licensed Software, the Intellectual Property Rights or any part of them in breach of the provisions of this Agreement and specifically of this Section.

The Licensee shall be responsible for and undertakes to fully indemnify ASQS and its respective officers, directors, partners, employees, shareholders, and affiliates for any direct or special Loss (including financial loss, provided this is a direct loss), cost, proceeding, defect or damages (whether absolute, accrued, conditional or otherwise and whether or not resulting from third party claims made against ASQS), which ASQS demonstrates to result directly from the breach by the Licensee of its obligations under this Section 11.2.

12. Rights and Rules for both Parties

The warranty or indemnification provided in this Agreement is null and void if a defect or breach of any third-party rights is caused by Licensees' conduct in excess of its normal use of the Software or Licensees' unauthorized modification or alteration of the Licensed Software.

The Licensor is only liable for damages caused intentionally or by gross negligence. Any liability of the Licensor for slight negligence or loss of profit shall be excluded to the extent permitted by law.

General terms and conditions of the contracting parties do not apply.

If the Licensee deliberately makes data publicly available through the Licensed Software in breach of its restricted use obligations under this Agreement, the Licensee keeps ASQS free of any harm and damage, which arise through data that was placed into circulation by the Licensee, especially assertion



of media law claims or because of media content offenses. The Licensee acknowledges that unsolicited promotion/spamming (direct-mailing through e-mail without prior approval of the recipient from the Licensee) or the usage of the Licensed Software to transfer any threats, profanities, and harassments or to harm other internet users is prohibited. Furthermore, by way of example, the rules of the pornography law and internet terrorism law are pointed out, whereupon the release, distribution and exhibition of specific content are forbidden and respectively are subject to legal restrictions and prosecution. The Licensee shall take all reasonable measures that Users comply with this Section. In case of violation, the obligation to maintain confidentiality of such data shall not apply and ASQS will take to relevant actions to identify the User uploading and distributing such data, inform the Licensee accordingly and will actively support legal prosecution against the user.

The Licensee agrees, if demands for damage compensation or because of the use of contractual services through its internet appearance are made, either through legal proceedings or amicably, to inform ASQS immediately and completely.

The Licensee will fully indemnify and hold ASQS harmless against Losses resulting from claims made against ASQS by a third party due to a breach by the Licensee of its obligations under this Section 12.

The Licensee agrees to be mentioned on ASQS's customer list with Licensees logo for reference purposes on the ASQS website (www.asqs.net). Furthermore, the Licensee agrees that ASQS may publish press releases mentioning the Licensee. ASQS shall not make any actual use of the Licensee's name for reference purposes and/or issue or publish any such press releases unless ASQS has first made the intended form and content thereof available to the Licensee before publication.

13. EU Digital Service Act (DSA)

13.1. Classification of ASQS in accordance with DSA

Based on Regulation (EU) 2022/2065 (DSA) ASQS is classified as "Hosting services" provider.

13.2. Illegal Content Reporting

In compliance with DSA, as a Hosting Services provider, ASQS has deployed processes for content moderation in case illegal content is reported to ASQS.

13.3. Notice and Action Mechanism

ASQS maintains a user-friendly notice and action mechanism, enabling any individual or entity to notify ASQS of alleged illegal content, directly from the Licensed Software Material. How to notify ASQS is defined in the function "Knowledge Base" of the Licensed Software Material. Upon receiving a notification, ASQS will:

- Promptly acknowledge receipt of the notification
- Assess the legality of the content in question
- Take appropriate action, including removal or disabling access to the illegal content, if the assessment confirms its illegality and inform Licensee accordingly

The process is supported in English and German language.

Illegal content is considered as content which constitutes illegal in relevant EU and national laws of Licensee and ASQS. This includes, but is not limited to laws regarding:

- Terrorism
- Child sexual abuse
- Hate speech



The processes described are carried out under human supervision. No algorithmic decision-making processes are used.

13.4. Appeals Process

Licensee and Users have the right to appeal the decision. ASQS shall review appeals promptly and fairly, and reinstate content if the appeal is successful.

13.5. Cooperation with Authorities

ASQS shall cooperate fully with relevant authorities, including law enforcement agencies, in accordance with the DSA. This includes providing information and support as required to facilitate investigations and compliance checks as well as notifications of suspicions of criminal offences in accordance with Article 18 of the DSA.

13.6. Data Handling and Processing

All data handling and processing activities undertaken by ASQS in the context of identifying and removing illegal content shall comply with the EU General Data Protection Regulation (GDPR) to ensure the protection of users' privacy and personal data.

14. Access of the Competent Civil Aviation Authorities

ASQS provides access to its facilities for the competent civil aviation authority of the Licensee, in order to determine continued compliance with the applicable requirements. Such audits must be pre-announced by the Licensee to ASQS including the names of the auditors, to comply with the access control procedures of ASQS. As competent civil aviation authority the authority is defined which is granting the relevant approval/certificate (e.g. Aircraft Operator Certificate or similar) to Licensee.

15. Term and Termination

This Agreement is entered into for a period of one (1) year starting from the Effective Date.

Notwithstanding the foregoing, either Party may terminate this Agreement with immediate effect in the following events:

- Any breach of essential duties under this Agreement by a Party, which is not remedied even though a request is made by the other Party through a registered letter and/or handled by an international courier service, setting an appropriate period of grace and the contractual condition is not restored within an appropriate period.
- The breach of a Party against the agreed duty to observe confidentiality.
- The petition for an insolvency proceeding about the assets of a Party or the rejection of a petition for an insolvency proceeding because of a lack of assets.
- Activities of a Party, which are objectively likely to affect the other Party's reputation and that have not been suspended despite a written and Signed request of the other Party within a 30 days period.
- Any breach of the duties as layed out in Section "Economic Sanctions and Embargos" by a Party, which is not remedied at the earliest possible date. Immediate termination shall be possible in any case where this breach might lead to consequences which are likely to affect the other Parties' business negatively.

Notwithstanding the foregoing ASQS can terminate the Agreement with immediate effect in the following events:



- If the Licensees is sold in whole or in part to a (group)company which itself or its members are in direct or indirect competition with ASQS and/or if the Licensee holds an interest (directly or indirectly) in such (group)company or if other rights of use are granted to such (group)company.
- If the Licensee falls behind the payments for more than 25 days and despite a Written reminder the payments are still not credited to ASQS's account after 14 days after the receipt of the reminder, ASQS is entitled to terminate the Agreement.

The terminating Party must inform the other Party by written and Signed notice delivered according to Section 18.

Not later than two months of the effective termination date, ASQS will provide all data available stored in the database of ASQS. All data will be provided in .pdf and/or .sql file format after all non-disputed invoices have been paid by the Licensee. After the Licensee has confirmed receipt of the data In Writing, data and copies of data shall be removed from the Licensed Software and all back-up servers.

16. Bankruptcy of ASQS

In case of bankruptcy of ASQS, the Licensed Software will be made available for each Licensee possibly with no further maintenance to a fee to be agreed with the Liquidator. In case the liquidator does not continue to run the business and also does not seek in any other way to exploit the Licensed Software Materials or source codes exclusively, ASQS will, on request of each Licensee, install the Licensed Software as an open source software on a server selected by the respective Licensee including the latest available database version and all Licensee data. The Licensees shall not receive any data from other licensees. All costs for this installation shall be borne by each Licensee independently. In case one Licensee does not want to have the Licensed Software installed on one of its servers, ASQS will provide to the Licensee all reports in .pdf and .sql files as quickly as possible.

17. Governing Law and Jurisdiction

This Agreement and all non-contractual or other matters or obligations arising out of or in connection with it are governed by Austrian law with the exception of the provisions of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law.

Any dispute, controversy or claim arising from or connected with this Agreement, including one regarding the existence, validity or termination of this Agreement or the consequences of its nullity and any non-contractual or other dispute (a "Dispute") shall be referred to and finally resolved by arbitration under the Rules of the Vienna International Arbitral Centre or at the ordinary competent court of Vienna, Austria.

The following applies in case arbitration is chosen:

- The arbitral tribunal shall consist of one arbitrator who shall be an Austrian lawyer of at least ten years' standing.
- The seat of the arbitration shall be Vienna, Austria, all hearings shall take place in Vienna, Austria, and the language of the arbitration shall be English.
- The Parties waive any right to refer points of law or to appeal to the ordinary courts, to the extent that such waiver can validly be made.



The Parties agree that the arbitral tribunal shall have the power to order on a provisional basis any relief which it would have power to grant in a final award.

Notwithstanding the above, any Party shall, at its own discretion, alternatively have the right to file a case, including any actions for part of the claim, to the ordinary court of competent jurisdiction. Petitions for injunctive relief may be addressed to ordinary courts of competent jurisdiction at any time.

As soon as the arbitration proceedings have been chosen by filing the lawsuit for the enforcement of a claim, the ordinary court is no longer competent for the same claim and vice versa.

18. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be In Writing and shall be deemed to have been given: (a) when delivered by hand (with confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during Normal Business Hours of the recipient, and on the next business day if sent after Normal Business Hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth below (or to such other address that may be designated by a Party from time to time):

Joint-Stock Company Lithuanian Airports
Rodūnios Rd. 10A
Vilnius Republic of Lithuania
Phone: +370 5 2739326
E-Mail: _____

ASQS GmbH
Wasagasse 6/10
A-1090 Vienna
Austria
Phone: +43 1 306 1234
E-Mail: support@asqs.net

19. Force Majeure

ASQS shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the agreement is the result of an event of force majeure.

If a force majeure situation arises, ASQS shall promptly notify the Licensee In Writing of such condition and the cause thereof.

Unless otherwise directed by the Licensee In Writing, ASQS shall continue to perform its obligations under the agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



20. Business ethics

20.1. Economic Sanctions and Embargos

- a) The Parties represent and warrant that they and their representatives will comply with any and all Sanctions and Embargos
- b) The Parties further represent and warrant that they and all of their representatives
- are not subject to Sanctions and Embargos
 - are not identified nor listed nor detained or controlled by an entity subject to Sanctions and Embargos
 - shall not enter directly or indirectly into any agreement or transaction with any identified nor listed person or entity subject to Sanctions and Embargos
- c) Each Party shall notify the other immediately of any changes regarding the current status layed out in a)-b).

21. Final Clause

In order to be legally effective, alterations and amendments to this Agreement, specifically these terms, need to be in a written form and Countersigned. In addition, all explanations and notes with reference to this Agreement are only valid in written and Countersigned form. Verbal agreements or subsidiary agreements by telephone need also a written and Countersigned confirmation.

If some regulations of this Agreement are or become invalid, the validity of the remaining contractual provisions remains unaffected. The invalid or void provision shall be replaced by a provision that comes as close as possible to the economic sense and purpose of the invalid or void provision. The latter shall apply analogously if a loophole in the Agreement, which needs to be filled, becomes apparent.

No Party is allowed to transfer this Agreement or several rights and/or obligations of this Agreement to a third party without a written and Signed consent from the other Party, such consent not to be unreasonably withheld in the case of a reputable transferee of at least equal financial standing to the transferor Party.

This Agreement is created in duplicate, whereof each Party hereto receives one. Each Party bears the cost of its legal consultation and representation by a lawyer in connection with the drafting, negotiations and signing of this Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, whether written or oral, between the Parties concerning this subject matter.

[SIGNATURE PAGE FOLLOWS]



ASQS GmbH
Wasagasse 6/10
A-1090 Vienna
Austria

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Vilnius, the 2025-Dec-08 | 23:31 PST

Signed by:

AE8625403A70437...

Simonas Bartkus, General Director
Joint-Stock Company Lithuanian Airports

Vienna, the 2025-Dez-09 | 09:41 MEZ

DocuSigned by:

BE8DB135FDC14A3

Günther Schindl, Director
ASQS GmbH



Annex 1: Price Structure

This Annex is set in force on the Effective Date of this Agreement
 All prices are excluding VAT or any other applicable taxes.

1.1. Annual subscription fee for up to 50 system users:

Total annual subscription fee:	EUR	13,320.00
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Fee per module/service:

• iQSMS Reporting Module	EUR	3,540.00
• iQSMS Quality Management Module	EUR	4,180.00
• iQSMS Risk Management Module	EUR	3,540.00
• iQSMS Offline Reporting App	EUR	1,090.00
• iQSMS Offline Auditor App	EUR	970.00

Annex 2: Contracted Modules including regulations/standards/protocols (as applicable)

(if applicable)

This Annex is set in force on the Effective Date of this Agreement

iQSMS Quality Management Module

Supporting the entire Quality Assurance process including preparation of audit plan, conducting audits / inspections online and, if applicable, offline (via agreed devices), supporting the corrective action process. As a minimum, the following features are included:

- Plan Audits / Inspections
- Conduct Audits / Inspections
- Handle Findings
- Compliance List including IOSA Conformance Report
- Audit Plan, Audit Report and Questionnaire print function
- Regulation Reader
- Finding Messenger
- Activation and amendment service of the following regulations (as applicable for the Licensee's type of organization), which can be used for auditing:
 - EASA (European Aviation Safety Agency):
 - Standardised European Rules of the Air
 - Aerodromes
 - Occurrence reporting
- Activation and amendment service of IATA standards:
 - IOSA (Refer to Annex 5 for further definition)
 - ISAGO (Refer to Annex 6 for further definition)
- Activation and amendment service of IBAC protocols, after mandatory verification by ASQS at IBAC if Licensee has purchased the protocols:
 - IS-BAO (Yearly fee of EUR 100.00 is applicable)
 - IS-BAH (Yearly fee of EUR 100.00 is applicable)
- Activation and amendment service of ISO and EN standards⁶:
 - ISO 9001 (Yearly fee of EUR 1,100.00 and one-time fee of EUR 500.00 per revision are applicable)
 - ISO 14001 (Yearly fee of EUR 1,100.00 and one-time fee of EUR 500.00 per revision are applicable)
 - ISO 45001 (Yearly fee of EUR 1,100.00 and one-time fee of EUR 500.00 per revision are applicable)
 - ISO 27001 (Yearly fee of EUR 1,100.00 and one-time fee of EUR 500.00 per revision are applicable)
 - EN 9100 (Yearly fee of EUR 1,100.00 and one-time fee of EUR 500.00 per revision are applicable)
 - EN 9110 (Yearly fee of EUR 1,100.00 and one-time fee of EUR 500.00 per revision are applicable)

The above-mentioned *Regulation Reader* and the *Activation and amendment service* do not incur any additional costs, except for IATA standards (if applicable) and/or IBAC protocols (if applicable), for Licensee. Therefore, ASQS is not required to perform any additional work or service of any kind with regard to regulations, standards and protocols, beyond what is outlined in this Annex. The above-mentioned regulations, standards and protocols including their AMCs and GM, if applicable, are

⁶ The ISO and EN standards are contracted by ASQS through *Austrian Standards plus GmbH* for worldwide distribution in iQSMS.

published on the relevant website or any successor website listed below and can be accessed there free of charge, unless otherwise defined in a footmark:

Regulator / Publishing Agency ⁷	Website
International Air Transport Association (IATA) ⁸	https://extranet2.iata.org/_layouts/15/Extranet/login.aspx
International Business Aviation Council (IBAC) ⁹	https://portal.ibac.org/login.php
European Aviation Safety Agency (EASA)	https://www.easa.europa.eu/regulations
General Civil Aviation Authority (UAE GCAA)	https://www.gcaa.gov.ae/en/epublication/pages/cars.aspx https://www.gcaa.gov.ae/en/epublication/pages/standaloneamc.aspx
South African Civil Aviation Authority (SACAA)	http://caa.mylexisnexis.co.za/#
Australian Department of Home Affairs (CASA)	https://www.legislation.gov.au/Series/
Civil Aviation Authority Singapore (CAAS)	https://www.caas.gov.sg/legislation-regulations/regulatory-requirements/safety-regulation/airworthiness
Civil Aviation Authority Thailand (CAAT)	https://www.caat.or.th/en/archives/category/laws-regulation-en/list-of-laws-and-regulations
Transport Canada (TC) ¹⁰	https://laws-lois.justice.gc.ca/eng/regulations/sor-88-58/index.html https://laws-lois.justice.gc.ca/eng/regulations/sor-96-433/index.html
Civil Aviation Authority of New Zealand (CAA)	https://www.aviation.govt.nz/rules/
Federal Aviation Administration (FAA)	https://www.govinfo.gov/bulkdata/CFR/ https://fsims.faa.gov/PICResults.aspx?mode=Publication&doctype=SAS%20DCT
General Authority of Civil Aviation Saudi Arabia (GACA)	https://gaca.gov.sa/web/en-gb/page/gacar-safety-regulations-chapter-index
UK Overseas Territories (OTARs)	https://www.airsafety.aero/Requirements-and-Policy/OTARs.aspx
Civil Aviation Affairs Bahrain (CAAB)	http://www.mtt.gov.bh/content/caa-laws-and-regulations
UK Standards ¹¹	https://www.legislation.gov.uk/primary+secondary?title=Aviation%20Safety
UK AMC/GMs ¹¹	https://www.ukfsc.co.uk/formal_caa_easa/official-series-9-ors9/

Regarding regulations, standards and protocols, ASQS limits its liability to the minimum that is permitted by law. Although ASQS strives to keep the uploaded regulations, standards and protocols up-to date, complete and bug-free, it cannot be guaranteed.

The ASQS standard process is as follows: the responsible department checks on a weekly basis the provided weblink, via which the regulations, standards and protocols are officially published by the regulator. In case there is an identified update/amendment that concerns one of the regulations,

⁷ For Licensee, only the regulator(s) / publishing agency(ies) defined in the bulletpoints above are applicable.

⁸ Restricted website and accessible for authorized users only. ASQS is a certified partner of IATA to distribute IOSA and ISAGO standards in XML format. For verification Licensee may contact IATA via e-mail at ismxml@iata.org directly.

⁹ Restricted website and accessible for authorized users only. ASQS is an IBAC Programme Support Affiliate (PSA) and therefore is authorized by IBAC to access the website and import data into iQSMS. IBAC publishes, at the time of signature of the agreement, the list of certified PSA at the following link:

IS-BAO: https://tools.ibac.org/downloads/isbao_psa_affiliates.pdf

IS-BAH: https://tools.ibac.org/downloads/isbah_psa_affiliates.pdf

¹⁰ ASQS Safety and Quality Solutions Inc. holds the required copyright clearance from Canadian Department of Justice to implement Air Transport Regulations SOR/88-58 and Canadian Aviation Regulations SOR/93-433 in iQSMS. If contracted by Annex 2, on request, the relevant proof will be provided to Licensee.

¹¹ The UK CAA does currently not provide an official website publishing comprehensive and complete revision lists, instead the only sources providing such updates are external. Therefore, while ASQS takes all reasonable measures to provide reliable tracking, full reliability cannot be guaranteed.

standards and/or protocols active in the Licensee's Licensed Software account, the amendment will be prioritized according to its effective date and processed.

Generally, ASQS performs best effort to update the regulation database in iQSMS close to its effective date. Licensee acknowledges that due to late publishing by the regulator and/or high workload on ASQS side, the regulations database may be updated after the effective date.

As soon as the revision has been implemented in the Licensed Software, ASQS notifies the Licensee accordingly.

With respect to regulations, standards and protocols the Licensee waives every claim whatsoever against ASQS in terms of liability for the correctness, completeness, freedom from errors, freedom from third-party property rights and copyrights, and/or usability or permanent availability.

For all additional requested documents to be read in, ASQS will promptly submit a corresponding offer. ASQS reserves the right to refuse to read in additional documents, if ASQS is of the opinion that the requested document cannot be audited or that the reading in would infringe any third-party rights.

- The Licensee contracts the **Offline Auditing** function, supporting the conduct of audits on supported iOS devices. As a minimum, the following features are included:
- Dedicated iQSMS Auditor application for supported iOS devices.
 - Download Audits / Inspections prepared in the iQSMS Quality Management Module to supported iOS devices.
 - Conduct downloaded Audits / Inspections with or without active internet connection.
 - Raise findings for downloaded Audits / Inspections.
 - Attached pictures as reference from the used device.

Terms for offline auditing services:

- Only available in connection with the iQSMS Quality Management Module.

- The Licensee contracts the **Remote Auditing** expansion function to the offline auditing feature, supporting a remote audit / inspection process between iOS devices of auditors and auditees. As a minimum, the following features are included:
- Dedicated iQSMS Auditor and Auditee applications for supported iOS devices.
 - Ability for auditors and auditees to connect remotely with video and audio sharing.
 - Ability to share screenshot and pictures directly as evidence via application.

Fee and terms for remote auditing service:

- One-time activation fee of EUR 500.00.
- EUR 1.00 per hour, invoiced at the end of each calendar quarter.
- Only available in connection with the iQSMS Quality Management Module and Offline Auditing function.

- The Licensee contracts the function of "**Electronic signature**" via Short Message Service. The Licensee accepts the fact that the recipient may receive SHORT MESSAGE SERVICE ("SMS") messages with significant delay, due to GSM network limitations. The Licensee accepts the fact that ASQS has no technical possibility to verify successful transmission after the SMS message was sent out of iQSMS and the SMS server sent a positive

confirmation back to iQSMS. ASQS shall not be hold responsible for any delays in delivery of SMS messages. ASQS is sending SMS via the following provider:

LINK Mobility Poland Sp. Z.o.o.
ul. Toszecka 101
PL-44-100 Gliwice
Poland

The Licensee is solely responsible for entering correct telephone numbers of devices that can receive SMS messages into iQSMS as well as in the correct format (all numbers shall start with “+” and the country code). In case of incorrect or incomplete telephone numbers entered into iQSMS, which leads to the intended recipient receiving no SMS message, the Licensee shall hold ASQS harmless of any claims related to that.

One SMS is sent out per signature request per report(s).

Fee for SMS message service:

- EUR 0.07 per SMS sent (invoiced at the end of each calendar year)

The fee per SMS message may be corrected from time-to-time from the SMS API provider. The Licensee accepts that such cost changes are not under the influence of ASQS and therefore cost may be changed without prior notification. The actual cost for one SMS message is published at a link communicated to the Licensee.

iQSMS Reporting Module

Establishing the reporting process in accordance with ICAO Annex 19 and ICAO Doc. 9859 requirements. As a minimum, the following functions are included in the module:

- Entering of Safety Reports (Occurrence and Hazard) for Operations, Maintenance, Ground Handling, Training – online and, if applicable, offline via agreed devices
- Anonymous Reporting process
- Initial review of reports
- Corrective Action process
- Root cause analysis process based on 5 Why and HFACS
- Risk Assessment process
- Publishing of Safety reports for Safety promotion
- Dashboard statistics function
- Optional features, based on Licensee request:
 - Optional setup for mandatory occurrence reporting with EU regulation 376/2014 to submit reports via ECCAIRS or ECCAIRS2 to the respective authority.

- The Licensee contracts the **Offline Reporting** function, supporting the reporting from supported iOS and Android devices. As a minimum, the following features are included:
- Dedicated iQSMS Reporting application for supported iOS and Android devices.
 - Download event classifications and report forms to supported iOS and Android devices.
 - Write reports with or without active internet connection.
 - Attached pictures as reference from the used device.
 - Automatic synchronization of sent reports with online iQSMS Reporting Module upon internet connection of device.

Terms for offline reporting services:

- Only available in connection with the iQSMS Reporting Module.

Additional features may be provided from time to time.

iQSMS Risk Management Module

Supports the pro-active process of Risk Management within the organization. As a minimum, the following main features are included:

- Bow-Tie Editor
 - Based on the Bow-Tie concept
 - Definition of identified risk scenarios
 - Is linked to the Reporting Module
 - Includes Statistics concerning effectiveness of safety controls, top undesirable events, top hazards and top consequences (based on risk assessments performed in the Reporting Module)
- Risk Register
 - Based on the Risk Assessments performed in the Risk+ functionality
 - Definition of identified risk scenarios
 - Definition of existing safety controls
 - Definition of required mitigations (including assignment of due date & responsibility)
 - Review and revision functionalities to ensure periodical review and required updates of defined risk assessments
 - Verification of implementation of risk mitigations
 - Is linked to the Reporting Module
 - Definition of safety thresholds to monitor effectiveness of safety controls
 - Includes Statistics concerning top hazards, top consequences, most failing safety controls (based on risk assessments performed in the Reporting Module)
- Management of Change:
 - Can be performed as part of the Risk Assessments performed in the Risk+ functionality
- Investigation Add-On (available only in combination with subscription to the Reporting Module) including the following standard investigation templates:
 - Annex 13
 - MEDA
 - REDA

Additional features may be provided from time to time.

- The Licensee contracts the function of “**Electronic signature**” via Short Message Service. The Licensee accepts the fact that the recipient may receive SHORT MESSAGE SERVICE (“SMS”) messages with significant delay, due to GSM network limitations. The Licensee accepts the fact that ASQS has no technical possibility to verify successful transmission after the SMS message was sent out of iQSMS and the SMS server sent a positive



confirmation back to iQSMS. ASQS shall not be hold responsible for any delays in delivery of SMS messages. ASQS is sending SMS via the following provider:

LINK Mobility Poland Sp. Z.o.o.
ul. Toszecka 101
PL-44-100 Gliwice
Poland

The Licensee is solely responsible for entering correct telephone numbers of devices that can receive SMS messages into iQSMS as well as in the correct format (all numbers shall start with “+” and the country code). In case of incorrect or incomplete telephone numbers entered into iQSMS, which leads to the intended recipient receiving no SMS message, the Licensee shall hold ASQS harmless of any claims related to that.

One SMS is sent out per user signature per file.

Fee for SMS message service:

- EUR 0.07 per SMS sent (invoiced at the end of each calendar year)

The fee per SMS message may be corrected from time-to-time from the SMS API provider. The Licensee accepts that such cost changes are not under the influence of ASQS and therefore cost may be changed without prior notification. The actual cost for one SMS message is published at a link communicated to the Licensee.

iQSMS Document Distribution Module

Supports the distribution of documents in any file format across the organization. Tracks user access after users verified that the distributed documents were read and understood by the users. The module includes as a minimum the following features:

- Definition of Distribution Groups
- Definition of folder structure
- Upload function for new files
- Update function for existing files
- Tracking of user access
- Definition of (if relevant) expiration dates of manuals
- Access to the Document Distribution App for iPads only

Additional features may be provided from time to time.

iQSMS Emergency Response Planning Module

Supports the process of managing emergency situations within the organization. The module includes as a minimum the following features:

- Creation of an unlimited number of emergency scenarios
- For each scenarios definition of different checklists per individual responsible
- Definition of hierarchy in alert process



- Alert function via E-Mail
- Alert function via Short Message Service *)
- Crises Center to control all actions
- Interface for responsible to manage the emergency checklist
- Tracking of all actions taken by name, date and time of action

Additional features may be provided from time to time.

***) Important Note:**

The Licensee accepts the fact that the recipient may receive SHORT MESSAGE SERVICE (“SMS”) messages with significant delay, due to GSM network limitations. The Licensee accepts the fact that ASQS has no technical possibility to verify successful transmission after the SMS message was sent out of iQSMS and the SMS server sent a positive confirmation back to iQSMS. ASQS shall not be hold responsible for any delays in delivery of SMS messages. ASQS ensures that the ERP Module only shows confirmation of SMS message transmission after the SMS provider was sending back a positive transmission notification. In case of a failure notification in sending of SMS messages, iQSMS is showing the user an appropriate notification. ASQS is sending SMS via the following provider:

LINK Mobility Poland Sp. Z.o.o.
ul. Toszecka 101
PL-44-100 Gliwice
Poland

The Licensee is solely responsible for entering correct telephone numbers of devices that can receive SMS messages into iQSMS as well as in the correct format (all numbers shall start with “+” and the country code). In case of incorrect or incomplete telephone numbers entered into iQSMS, which leads to the intended recipient receiving no SMS message, the Licensee shall hold ASQS harmless of any claims related to that.

The Licensee accepts the fact that the number of SMS messages sent per notification cannot be determined in advance, due to the fact that special characters may require more characters and shortens the maximum characters per SMS message. The following estimate is defined, but this is non-binding and only considered as an example:

- SMS message without special characters: one SMS message may consist of up to 160 characters
- SMS message with special characters: one SMS message may consist of up to 70 characters

The Licensee acknowledges the fact that long notification messages may consist of more than one SMS message sent out to each recipient.

iQSMS FDM Risk Module

Interface between the third-party FDM Software N/A and iQSMS. The Module analyses automatically if pilots have sent Occurrence Reports in the Reporting Module and suggest the user which reports have been received. In case no reports have been received, the user can contact the flight crewmember.



As a minimum, the following functions are included:

- Link with Occurrence Reports
- E-Mail feature to contact pilots
- Corrective Action process
- Risk Assessment process

Additional features may be provided from time to time.

iQSMS Flight Risk Module

Airport and Flight Risk assessment system to identify risks at the destinations operated to. The risk is presented as acceptable, tolerable and unacceptable. Risk assessments are supported by aircraft type and airport. As a minimum, the following features are supported:

- Airport Risk Assessment
 - Full airport risk assessment
 - Definition of validity of airport risk assessment
 - Customization of questionnaire and risk targets
 - Upload function for pictures
 - Risk Mitigation definition
 - Approval process
 - Print out function of airport risk assessments
 - E-Mail function of airport risk assessments
- Flight Risk Assessment
 - Risk assessment for city pairs
 - Customization of questionnaire and risk targets
 - Risk Mitigation definition
 - Approval process

The Licensee contracts the interface between Airportdata.com (a service provided by Penton Inc., 1166 Avenue of the Americas/10th Floor, New York, NY 10036, United States of America) and iQSMS Airport Risk Module. The following conditions are agreed:

- The following data is download from Airportdata.com and is displayed in iQSMS and the corresponding PDF print outs:
 - Airport Name
 - ICAO Code
 - IATA Code
 - Main Runways Information:
 - Runway ID
 - Length
 - Width
 - PCN
 - Landing Distance Available
 - Lighting
 - Approach Type / Navaid

- Latitude & Longitude of airport
- Elevation
- Magnetic variation
- Airport Type
- Time Difference to UTC
- Distance to nearest city
- Fire Fighting Category
- Fire Fighting Category Remark
- Airport Opening Hours
- Towner Opening Hours
- Available Fuel
- Slot required
- Handing mandatory
- Customs available
- For US Airports:
 - FAA Code
 - Designated International Airport
 - Landing rights required
 - User Fees
- Cost per data download (based on a “Click and Pay” concept): EUR 0.50 (excl. VAT)

Additional features may be provided from time to time.

iQSMS Survey Module

Supports the creation of new surveys and to select for each question individually between the following answer options:

- Checkbox (single select)
- Tick box (multiple select)
- Scale
- Matrix
- Free text

Assign individual users or user groups to the surveys, analyze who performed the survey and what are the results of the survey based on statistics, both anonymous or including the names of the users.

Additional features may be provided from time to time



**Annex 3: Interfaces to other software providers to be established and maintained /
 Implementation Plan**

The following software interfaces are agreed to be established and maintained from ASQS for the Licensee with LICENSED SOFTWARE for an active data import:

Software Name	Interface Type
N/A	N/A

Annex 4: IT Infrastructure and data security processes

General:

Main criteria to accept a software solution as ASP-Solution is to guarantee the availability including security of the data stored.

Based on reasons of data protection the highest possible protection of included data is necessary. Also, the availability of the system for the user is a critical factor. Even if the downtime of the system is not as serious as in a production control system, a longer non-availability of the system has major effects on the operation of the customer.

Therefore, already at the configuration of the network the highest possible level of security of the configuration against unauthorized access has been established. A multilevel security concept has been chosen.

The security concept based on reliability and redundancy has been developed based on a "high availability solution". By establishing this concept, all relevant recommendations from soft- and hardware manufacturers have been followed (hardening guidelines). To protect against viruses, Trojans and worms, all servers are equipped with relevant protection software (virus protection).

All available updates of this software (e.g. signature files) as well the used operating system (Hot-Fixes) are continuously updated to the latest version.

Physical framework:

The servers of ASQS are physically located at:

- Data centre of Hetzner Online AG in Falkenstein/Vogtland, Germany
- Data centre of BrainStorm Network Inc. in Haarlem, Netherlands
- Data centre of Hetzner Finland Oy in Tuusula, Finland

The server located in Falkenstein/Vogtland, Germany is currently the production unit, the server in Haarlem, Netherlands is currently a backup and testing environment but can, in case of a breakdown of the main system, be reconfigured to the production system on short time notice, and the server in Tuusula, Finland stores exclusively backups. In case the hosting provider where the data of the Licensee is saved will be changed, ASQS shall inform the Licensee at least 30 days in advance. In case the Licensee does not raise an objection within 30 days the transfer of hosting provider is accepted. All server centres comply with the security standards according to ISO/IEC 27001.

Logistic data security

The access via internet is secured by a firewall. Only the ports 80, 443 are generally accessible via internet.

Ports for Secure Shell Login and Database access are only accessible from certain IP addresses. Online access for customers is established via https only. The access is secured by a 256bit data encryption.

All servers hardened in accordance with best practice guidelines. This means that all unnecessary access is already avoided by the security guidelines at the server. All created log files are continuously monitored by ASQS.



Replication:

All customer databases on the production system are continuously and without delay replicated to the stand-by and backup server (replication capabilities of the database engine). The application data itself is replicated automatically once a day as well as manually after any changes to the application.

Backup:

The backup of all data is performed on a daily basis on the backup server. Each Sunday starting at 0000 UTC a full backup of the database is performed. Monday to Saturday starting at 0000 UTC a differential backup of the database is performed. Due to serial processing of backups the actual timestamp of the backup may vary. Backups are rotated weekly, copies are kept at least 12 months.

The detailed back-up process is defined in the manual "Backup, Security and Disaster Recovery Procedures" including applicable Annex 1. Both documents in the current version are made available to Licensee on request.

Annex 5: IOSA XML License Agreement

ASQS has licensed the use of the IOSA Standard Manuals in XML format from The International Air Transport Association (“IATA”), an Association created by Special Act of the Parliament of Canada, with its head office located at 800 Place Victoria, P.O. Box 113, Montreal, Quebec, Canada H4Z 1M1, in order to implement and update the IOSA Standard Manuals in the Licensed Software whenever published by IATA.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definitions

“**AOC**” means Air Operator Certificate

“**ISM**” means IOSA Standards Manual.

“**XML**” means electronic files in Extensible Markup Language format.

“**IOSA XML X-REF**” means an electronic version of the ISM Regulatory Cross-Reference Module in XML format.

Scope of Annex

ASQS is obliged to report to IATA all licensees in order to enable IATA to validate a valid IOSA license during the IOSA audits. IATA requires every single AOC holder to buy a License for the ISM XML, even if multiple AOC holders are managed in one single account of the Licensed Software.

Responsibilities of the Licensee

Licensee is responsible for communicating to ASQS all AOC holders implemented in their Licensed Software. Even if not all AOC holders managed in one Licensed Software require the ISM, it still lies within the responsibility of the Licensee to verify with IATA, whether ISM Licenses for all AOC holders managed in the account must be purchased.

If the Licensee implements additional AOC holders in the Licensed Software for which an ISM License is required by IATA, and Licensee does not fulfil his obligation to inform ASQS, the Licensee must pay the fine IATA invoices to ASQS. According to the License Agreement between IATA and ASQS, this fine amounts to a one-time fee of USD 10,000.00.

Responsibilities of ASQS



ASQS is responsible for transmitting the company names and the number of AOCs to IATA on a yearly basis, upon and from payment of the annual fees defined in this Annex.

ASQS shall automatically provide the Licensee with new ISM database updates through the licensed software, on the condition that the License Fee has been paid.

Fees and Access to ISM database

ASQS annually invoices a fee of USD 2,135.00, in the equivalent currency defined in the iQSMS License Agreement, for the ISM database. ASQS will make the IATA Regulation Database available after receipt of payment from the Licensee.

The following section only applies if the tick-box is marked:

Use of IOSA XML X-REF

IATA is making available to the airline community IOSA XML X-REF and ASQS is authorized to and has implemented the IOSA XML X-REF into iQSMS. In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Licensee will make use of the IOSA XML X-REF under the following conditions:

Limitation of Liability and Disclaimer of Warranty

Licensee hereby understands and agrees that the IOSA XML X-REF are, as between the IATA and ASQS, the exclusive property of IATA, upon which IATA claims copyright. Pursuant to this Agreement, the IOSA XML X-REF is hereby licensed and not sold to Licensee.

Licensee hereby understands and is aware that ASQS is importing the IOSA XML X-REF provided by IATA without conducting a quality check of the content of the file. ASQS is only liable to correctly import the IOSA XML-REF into iQSMS. ASQS is not liable for the data contained in the IOSA XML-REF nor for incorrect data contained.

To the maximum extent permitted by applicable law, in no event shall ASQS be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, opportunity loss, business interruption, loss of data, incompatibility of systems, corruption of data, any other pecuniary loss, or any incidental, special, exemplary, punitive, third party or consequential damages) arising out of the use or inability to use the IOSA XML X-REF, even if ASQS has been advised of the possibility of such damages. Without limiting the foregoing, ASQS's entire liability shall not exceed the Fees paid by Licensee for use of the IOSA XML X-REF during the twelve months preceding the cause of the event.



The Licensee shall be solely responsible for any use it makes of the IOSA XML X-REF and its contents.

Licensee hereby agrees to indemnify and hold harmless ASQS, its officers, employees, agents and representatives from and against any and all claims, demands, actions, causes of action, judgments, costs, attorneys' fees, expenses and liability of any kind or nature which they may incur, suffer or be required to pay which may result, directly or indirectly, from any unauthorized use by Licensee of the IOSA XML X-REF or any breach of this Agreement, including without limitation infringement of intellectual property rights.

Licensee acknowledges and agrees that damages resulting from a breach of the terms of this Agreement by Licensee may be difficult to measure, and that damages incurred by Licensor may be irreparable. Licensor shall be entitled to seek remedies by way of injunction or other measures of mitigation. Remedies and recourses are cumulative.

Fees and Access to IOSA XML X-REF

ASQS annually invoices a fee of EUR 1,500.00 per AOC holder, in the equivalent currency defined in the iQSMS License Agreement, for the IOSA XML X-REF database. ASQS will make the IOSA XML X-REF after an updated version is received from IATA. Licensee acknowledges, that delays may be caused, if IATA is changing the format of IOSA XML X-REF from one version to another. ASQS will take appropriate actions to implement IOSA XML X-REF as quickly as reasonably possible.

Adjustment of fees and fines

The fees (for the ISM database and use of IOSA XML X-REF) and fines (see above) in this Annex, are in general subject to an automatic adjustment:

IATA charges ASQS a fee for every AOC holder who uses the IOSA database in iQSMS and a fine for every case where the obligation to inform IATA has not been met. The fees and fines under this Annex are invoiced by ASQS on the basis of the fees and fines invoiced by IATA. The decision upon any increase of these fees and fines performed by IATA is at its sole discretion, without any influence from ASQS.

If IATA increases these fees or fines towards ASQS, ASQS will also increase the fees and fines invoiced to the Licensee. ASQS will notify the Licensee In Writing of this increase, its amount and the effective date.

Upon notification, Licensee may either consent to this adjustment by tacit approval or object to it In Writing within thirty (30) days. Objection will result in termination of this Annex.



Duration and Termination

This Annex shall enter into effect following execution by both Parties and remain in effect for a term of one (1) year.

The Licensee may terminate this Annex, or part thereof, with thirty (30) days prior written and Signed notice. ASQS will inform IATA accordingly thereof.

ASQS may terminate this Annex, or part thereof, with sixty (60) days prior written and Signed notice. ASQS will inform IATA accordingly thereof.

ASQS may terminate this Annex by Written notice with immediate effect should IATA discontinue the XML version for any reason. In which case, ASQS's sole liability shall be to reimburse the Licensee for any fees paid for an updated edition of IOSA, which is not delivered to the Licensee.

Without prejudice to any other rights, ASQS may immediately terminate this Annex by written and Signed notice if the Licensee fails to comply with the terms and conditions of this Annex.

Should the Licensee fall behind payment for more than fifteen (15) days, ASQS will no longer update the IATA Regulation Database and inform IATA to cancel the License for the Licensee.

General

This Annex may be modified only on written and Countersigned instrument executed by both Parties.

This Annex may not be assigned to or subcontracted by any Party.



Annex 6: ISAGO XML License Agreement

ASQS has licensed the use of the ISAGO Standard Manuals in XML format from The International Air Transport Association (“IATA”), an Association created by Special Act of the Parliament of Canada, with its head office located at 800 Place Victoria, P.O. Box 113, Montreal, Quebec, Canada H4Z 1M1, in order to implement and update the ISAGO Standard Manuals in the Licensed Software whenever published by IATA.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definitions

“**Company**” or “**Companies**” means Air Operator Certificate Holder and/or Ground Handling Provider

“**ISAGO**” means IATA Safety Audit for Ground Operations Standards Manual

“**XML**” means electronic files in Extensible Markup Language format.

Scope of Annex

ASQS is obliged to report to IATA all licensees in order to enable IATA to validate a valid ISAGO license during the ISAGO audits. IATA requires every single Company to buy a License for the ISAGO XML, even if multiple Companies are managed in one single account of the Licensed Software

Responsibilities of the Licensee

. Licensee is responsible for communicating to ASQS all Companies implemented in their Licensed Software. Even if not all Companies managed in one Licensed Software require the ISAGO, it still lies within the responsibility of the Licensee to verify with IATA, whether ISAGO Licenses for all Companies managed in the account must be purchased.

If the Licensee implements additional Companies in the Licensed Software for which an ISAGO License is required by IATA, and Licensee does not fulfil his obligation to inform ASQS, the Licensee must pay the fine IATA invoices to ASQS. According to the License Agreement between IATA and ASQS, this fine amounts to a one-time fee of USD 10,000.00.

Responsibilities of ASQS

ASQS is responsible for transmitting the company names and the number of Companies to IATA on a yearly basis, upon and from payment of the annual fees defined in this Annex.



ASQS shall automatically provide the Licensee with new ISAGO database updates through the licensed software, on the condition that the License Fee has been paid.

Fees and Access to ISAGO database

ASQS annually invoices a fee of USD 2,135.00, in the equivalent currency defined in the iQSMS License Agreement, for the ISAGO database. ASQS will make the IATA Regulation Database available after receipt of payment from the Licensee.

Adjustment of fees and fines

The fees (for the ISAGO database) and fines (see above) in this Annex, are in general subject to an automatic adjustment:

IATA charges ASQS a fee for every AOC holder who uses the ISAGO database in iQSMS and a fine for every case where the obligation to inform IATA has not been met. The fees and fines under this Annex are invoiced by ASQS on the basis of the fees and fines invoiced by IATA. The decision upon any increase of these fees and fines performed by IATA is at its sole discretion, without any influence from ASQS.

If IATA increases these fees or fines towards ASQS, ASQS will also increase the fees and fines invoiced to the Licensee. ASQS will notify the Licensee In Writing of this increase, its amount and the effective date.

Upon notification, Licensee may either consent to this adjustment by tacit approval or object to it In Writing within thirty (30) days. Objection will result in termination of this Annex.

Duration and Termination

This Annex shall enter into effect following execution by both Parties and remain in effect for a term of one (1) year.

The Licensee may terminate this Annex, or part thereof, with thirty (30) days prior written and Signed notice. ASQS will inform IATA accordingly thereof.

ASQS may terminate this Annex, or part thereof, with sixty (60) days prior written and Signed notice. ASQS will inform IATA accordingly thereof.

ASQS may terminate this Annex by Written notice should IATA discontinue the XML version for any reason. In which case, ASQS's sole liability shall be to reimburse the Licensee for any fees paid for an updated edition of ISAGO, which is not delivered to the Licensee.

Without prejudice to any other rights, ASQS may immediately terminate this Annex by written and Signed notice if the Licensee fails to comply with the terms and conditions of this Annex.



ASQS GmbH
Wasagasse 6/10
A-1090 Vienna
Austria

Should the Licensee fall behind payment for more than fifteen (15) days, ASQS will no longer update the IATA Regulation Database and inform IATA to cancel the License for the Licensee.

General

This Annex may be modified only on written and Countersigned instrument executed by both Parties.

This Annex may not be assigned to or subcontracted by any Party.

Annex 7: Import & Export API (Application Programming Interface)

The Licensee is making use of the Import & Export API provided in iQSMS. This service is provided by ASQS to Licensee at no extra cost (no one-time fee nor recurring costs). The intent of the Import API is to import data from other applications into the Reporting Module in form of a new report. The intent of the Export API is to export data from Quality Management- and Reporting Module into Business Intelligence (BI) tools for enhanced statistical analysis of data.

- **Import of Data**

The Licensee is responsible for the data imported via API itself. The Licensee ensures that the data imported is in compliance with the Regulation (EU) 2016/679 (“General Data Protection Regulation” – hereafter called “GDPR”) and the import and use of the data does not infringe third party rights.

- **Confidentiality and Export of Data**

Licensee acknowledges that the Export API provides a full and unlimited access to all data stored in the iQSMS Reporting and Quality Management Module, including names and other personal data. Therefore, for data exported through the Export API, the following is agreed:

- Licensee is responsible to comply with all confidentiality requirements, especially the ones agreed to in the Agreement for data exported through the Export API. Licensee acknowledges that ASQS is not liable for any breach of confidentiality of data exported through the Export API.
- ASQS is exempted from the following phrase stated in Section 11.1 (Protection of Confidential Information) for data exported by Licensee through the Export API: “ASQS shall not provide any data from Licensee to a third party or any external persons.”
- Licensee confirms that ASQS shall not be held liable for non-compliance with data secrecy and confidentiality in relation to data that is transferred and afterwards disclosed to a juristic or natural person.

If Licensee uses data through the Export API for any other purpose than the defined intent (export to Business Intelligence (BI) tools), it is the sole responsibility of Licensee to ensure that data is pre-filtered and/or queries are developed by Licensee in a manner to ensure that only relevant data is transferred to intended juristic and/or natural person and/or other software applications. By default, ASQS does not provide limited or restricted data access through different API tokens (e.g. limited to pre-set Event Classifications in Reporting Module).

- **GDPR Exemption for Exported Data**

Licensee acknowledges that through the Export API data may be exported which falls under the definition of GDPR. Licensee confirms that ASQS shall not be responsible for personal data protection in case of exported data. For the exported data, ASQS is not any further considered as Data Processor in terms of GDPR. ASQS is excluded from any liability in terms of GDPR for data after export through the Export API by the Licensee and Licensee waives all claims based on such liability.

- **API Access**

ASQS will provide an API key, which is required to gain access to iQSMS data via the API. It is the sole responsibility of the Licensee to safeguard this API key and control its distribution to

protect the API from unauthorized use. Any actions performed using the API key will be considered authorized by the Licensee. Upon request, it is possible to create separate keys for different purposes on request.

- **API Documentation**

The documentation to the API is provided by ASQS at the following URL:

<https://lithuanianairports.asqs.net/iqsms/api/documentation>

All changes and/or updates to the documentation of the API are provided through this link and ASQS endeavors to keep this documentation up-to-date.

- **Breaking Changes to API**

In case of breaking changes to the API, ASQS must inform the Licensee about such changes at least 2 weeks in advance. ASQS will send an email via iQSMS to all System Administrators to inform them about the respective changes. In case of such breaking changes, it is the responsibility of the Licensee to perform the relevant updates in the API queries. ASQS will not take over any costs incurring from additional developments tasks that are required to be performed by Licensee. ASQS is not liable for any disadvantage nor damage or loss resulting from a lack of implementation of such breaking changes by Licensee.

- **Anonymous Reports in iQSMS**

Licensee is aware, that in the Reporting Module Users can file reports anonymously to protect personal information of the reporter. For all reports filed anonymously, identifying data (e.g. userID, username, name of reporter, feedback email address) is not provided via the API in order to protect the reporter's decision to stay anonymous.

- **Development Costs**

The Licensee acknowledges that all costs related to the development of additional, relevant queries for the Import & Export API must be borne by the Licensee. Any support requested from ASQS to support the development of API queries will be charged by ASQS on an hourly basis in accordance with the agreed customization rate defined in Section 5.2. ASQS provides relevant API training courses at the following rates (minimum of four attendees required per training; combined trainings for several ASQS customers can be organized):

- Export API (2-hour training): EUR 200.00¹² per attendee
- Import API (4-hour training): EUR 400.00¹⁴ per attendee (Note: participants for the Import API training course must either have completed the Export API training course or already have extensive experience in working with the Export API).

- **Correctness of Data**

Licensee acknowledges that the API may not be free of bugs. In case incorrect data is identified, Licensee will report such observation through the support process defined in Section 3.3. ASQS must take all reasonable technical measures to avoid bugs in the API and in case of bugs being identified, eliminate them as quickly as reasonably possible with adequate means (either by updating existing data access points or by providing of new data access points).

- **Disclaimer:**

¹² Training rate excl. VAT or other applicable taxes



For all applications provided by ASQS free of charge, such as the Import and Export API, ASQS limits its liability to the minimum that is permitted by law.

Although ASQS strives to keep the uploaded data bug and virus-free, ASQS cannot guarantee that. During the upload of files by users into iQSMS, a virus scan is performed. ASQS keeps the virus scanner in use up-to-date. Nevertheless, the Licensee acknowledges that virus scans may not identify all viruses during the upload. It is the responsibility of the Licensee to take independently necessary protective measures to guarantee that downloaded data is free of viruses before using data.

Liability for material defects and defects of title is expressly excluded, unless intentional or fraudulent conduct on part of ASQS can be proven. Liability shall require proven intentional or blatant grossly negligent conduct on the side of ASQS. In general, any liability on the side of ASQS for Loss, indirect damage, consequential damage or loss of profit as well as for data loss or data modification is excluded. Liability for personal injury already exists in the case of slight negligence.

With respect to the Import and Export API the Licensee(s) waive(s) every claim whatsoever against ASQS with regard to liability for the correctness, completeness, freedom from bugs or errors, freedom from third-party property rights and copyrights, and/or usability or permanent availability.



Glossary

Definitions Agreement

Capitalized terms shall have the meanings set forth or referred to in this Section.

“Bug(s)” means a known or described function in the software that terminates with an error message or does not terminate at all or involves a functional shortfall.

“CPI” means the consumer price index published by the Austrian Chamber of Commerce (Wirtschaftskammer Österreich, WKÖ).

“Confidential Information” means business secrets and information about the Parties and their products and services (whether they are marked as confidential or not) that the Parties learn from each other under this Agreement and that is communicated or designated to be confidential by the disclosing Party or which by its nature or the circumstances under which it is learned is to be considered as confidential. Confidential information shall not include information (a) already lawfully known to the other Party, (b) disclosed in public materials or (c) generally known to the public at the Effective Date or which becomes generally known to the public thereafter, otherwise than by reason of a breach of the obligations of the Parties set out in Section 11.

“Countersigned” means a document signed by hand in ink or by electronic signature¹³ by both, Licensee and ASQS.

“Data” means: (i) any text entered or files uploaded into the **Licensed Software** by a **User**; and, (ii) any content provided by the Licensee to ASQS to incorporate into the Licensed Software.

“Documentation” means user manuals, technical manuals and any other materials provided by ASQS, in printed and electronic form, that describe the installation, operation, use and technical specifications of the Licensed Software, including any updates of such documentation.

“Force Majeure” means any event like war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

“Go-Live Date” means the date when the Licensee starts with the operational use of the Licensed Software.

“Intellectual Property Rights” means all right, title and interest in and any and all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works including computer programs (including the Licensed Software, source code and any part of it), mask works and rights in data and databases,

¹³ The electronic signature has to meet minimum requirements to ensure the identity of the signer such as two-factor authentication and/or the record of email and IP address. At the time of signature of the Agreement DocuSign is used by ASQS.



(d) trade secrets, knowhow and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in any jurisdiction throughout the world.

"Licensed Software" means the Integrated Quality & Safety Management System ("iQSMS") subscribed to, together with any Maintenance Releases and New Versions provided to the Licensee pursuant to this Agreement. The source code itself is not subject of the subscription in this Agreement.

"Licensed Software Materials" means Licensed Software and Documentation.

"Licensee" means in the context of this Agreement a company who is a subscriber to the Licensed Software Materials and Maintenance Release but not a company that buys a Licensee.

"Licensor" is ASQS.

"Loss or Losses" means damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees, resulting from any action that is subject to indemnification.

"Maintenance Release" means any update or release of the Licensed Software that ASQS may provide to the Licensee from time to time during the Term, that may contain, among other things, bug fixes, enhancements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Licensed Software, but does not constitute a New Version.

"Module(s)" means a function of the Licensed Software to provide its marketed functionality.

"New Version(s)" means any new version of the Licensed Software that ASQS may from time to time introduce and market.

"Normal Business Hours" means from Monday to Friday 9:00 to 17:00 in the respective time zone.

"Normal Business Day" means every official workday from Monday to Friday 9:00 to 17:00 Central European Time (CET) and if applicable 09:00 to 17:00 Indochina Time (ICT) and 09:00 to 17:00 Mountain Time Zone (MST) and does not include weekends and Austrian legal public holidays and if applicable legal Canadian and Thai public holidays.

"Offline" means any system functionality of the Licensed Software which can be used without active internet connection and where data will be automatically synchronized as soon as the device will be re-connected to internet.



„Sanctions and Embargos“ means

- (a) applicable restrictions and/or prohibitions of commercial transactions under statute, regulation, rule, or other such rulings published by a governmental entity of
- (b) applicable economic, trade or financial sanctions or embargoes listed by Austria, the United Kingdom, the United States, the European Union, the United Nations, and, if applicable Thailand and Canada

“Signed” means a document signed by hand in ink or by electronic signature¹⁴.

“Source Code” is the source code of the Licensed Software. The Source Code itself is not subject of the subscription in this Agreement.

“Subscription“ means Licensor grants Licensee for the duration of this Agreement, a locally unrestricted, non-exclusive, non-transferable right to use the Licensed Software Materials subject to the terms and conditions of this Agreement.

“Supported Web Browser(s)” means Web Browsers including Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari in their current version.

“Trademarks” means any trademark owned by or licensed to Licensee, whether registered or not.

“User(s)” means individual person(s) to whom the Licensee granted access to the Licensed Software by providing a personal username and password. User(s) must not only be employees of the Licensee but may also be external persons a user account has been created for.

“Web Browser(s)” means a software application for retrieving, presenting and traversing information resources on the World Wide Web.

“Written” or “In Writing” means any document, message or notice in printed form or in any form capable of being downloaded and printed. This includes: handwritten or typed text sent via e-mail or the ticketing system selected by ASQS¹⁵.

Definitions Annex 1

“Activation of Regulations” Upon Licensee’s request, ASQS can activate any regulation/standard/protocol for which amendment tracking is performed by ASQS. The list of regulations/standards and protocols considered for the ASQS amendment tracking service can be found under Annex 2 - Contracted Modules including regulations/standards/protocols (as applicable). In case a specific regulation/standard/protocol that is not covered by the ASQS standard service is requested, the request for these ‘Custom Imports’ will be considered on a case-by-case basis and may be subject to additional costs. Custom imports can only be performed if the regulation/standard/protocol to be imported is not protected by copyright. In case of custom imports, the amendment tracking service cannot be offered by ASQS.

¹⁴ The electronic signature has to meet minimum requirements to ensure the identity of the signer such as two-factor authentication and/or the record of email and IP address. At the time of signature of the Agreement DocuSign is used by ASQS.

¹⁵ At the time of signature of the Agreement the software JIRA is used.

“Customized Finding Levels” Licensee’s iQSMS system will be configured to raise finding levels 1, 2, 3 and will allow to raise observations as well. The audit report will state the standard definition by default. The finding levels, as well as the definition of the finding levels can be amended to reflect the definitions in Licensee’s OMM (Operations Management Manual).

“Customized Risk Matrix” Licensee’s iQSMS system will be set-up with standard 5x5 risk matrix. Licensee can also request to implement another risk matrix (‘custom risk matrix’). Licensee’s ASQS Project Manager will explain how to communicate the requirements concerning custom risk matrices in iQSMS. The custom risk matrix must be two-dimensional and ASQS recommends to have a maximum size of 10x10. For technical reasons, severity should always be on the Y-axis, likelihood on the X-axis.

“Entity Structure (iQSMS Quality Management Module)” The setup of Entity System configuration in the iQSMS Quality Management Module is offered as an optional service subject to additional charge. ASQS will provide a template to import the 4-level entity structure (audited entity / audited company / audited department / audited subdepartment (optional) that can be used to allocate permissions and structure audits and audit plans in the Quality Management Module. The assignment of users to the individual levels of the entity structure needs to be performed by the Licensee directly in the iQSMS system.

“Entity Structure (iQSMS Risk Management Module)” ASQS will provide a template to import the 4-level entity structure (Entity / Layer 1 / Layer 2 / Layer 3) elements that can be used to allocate permissions and structure risk assessments in the Risk Management Module. The assignment of users to the individual levels of the entity structure needs to be performed by the Licensee directly in the iQSMS system.

“Event Classification Setup” ASQS will suggest a standard set of event classifications depending on the scope of the project. ASQS will also provide an export of these event classifications in Excel format. Additional event classifications can be added, in case these are provided in the correct format. Licensee’s ASQS Project Manager will explain how to amend the templates in order to request any updates.

“Import of Checklists (iQSMS Quality Management Module)” Licensee’s iQSMS system allows Licensee to upload Licensee’s own audit checklists. Licensee’s ASQS Project Manager will explain how to (re-)format any internal checklists so they can be uploaded in iQSMS. ASQS can only offer to import checklists that are in the correct ASQS standard .xlsx format. Audit checklists in other formats cannot be imported by ASQS.

“Import of Historic Reports” The import of historic reports is offered as an optional service subject to additional charge. This service includes the upload of historic reports provided by the Licensee in the ASQS standard .xlsx format into the iQSMS Reporting Module. Data mapping of historic reports to match the Event classification implemented in iQSMS needs to be performed by the Licensee in the relevant .xlsx standard format. This service does not include by default the import of attachments to historic reports, which can be imported as an optional service subject to additional charge.

“Integration of Fleet List” ASQS will provide a template to import a list of managed aircraft. Detailed ECCAIRS-related values for these aircraft in order to enable direct reporting to ECCAIRS must be set-up by the Licensee directly in the iQSMS system.

“iQSMS Training” In case an iQSMS Training is included in Licensee’s implementation fee or booked in addition to the included Implementation Hours, Licensee’s ASQS Project Manager or a qualified iQSMS trainer will travel to a mutually-agreed location and will provide a Classroom Training for Key Users according to the “Train-The-Trainer” format. Licensee’s ASQS Project Manager will make a presentation on the background of the iQSMS workflows, will provide an in-depth review of the system and will give Licensee hands-on familiarization exercises. During the exercises, Licensee will have the possibility to ask questions and seek guidance. There should be a maximum of 15 attendees per Classroom Training. Classroom Trainings will be delivered in units of 60 minutes and there will be maximum of 6 units per day. After 3 units there must be a break of at least 45 minutes. The amount of Training days included in the implementation is stipulated in Section 5.2. Additional Training days not included in the implementation according to Section 5.2, are subject to additional charges.

“iQSMS Webinar” In case a Webinar is booked in addition to the included Implementation Hours, Licensee’s ASQS Project Manager or a qualified iQSMS facilitator will host a presentation of the iQSMS system in various Webinar units. During this Webinar, Licensee has the possibility to discuss workflows and ask questions on the iQSMS system functions. Please note there will not be any hands-on exercises during the Webinars. ASQS will consider all participants of the Webinar to be Key Users according to the “Train-The-Trainer” format. Webinars will be delivered in units of 60 minutes and there will be maximum four units per day (with suitable breaks in-between). In general, each iQSMS Module in Licensee’s package will require 4 Webinar units (e.g., a Webinar covering for the three iQSMS Core modules, i.e., Reporting-, Quality Management- and Risk Management Module, will total to up to 16 Webinar units). The amount of Webinar sessions included in the package is stipulated in Section 5.2.. Additional Webinar sessions not included in the implementation according to Section 5.2, are subject to additional charges.

“Predefined User Profiles” ASQS will provide a template for the initial uplift of all required users. User roles of all key users can be marked on this spreadsheet for the initial uplift. Additional user roles and changes to the user role set after initial uplift must be defined by the customer directly in the iQSMS system. User roles and their permissions are explained in the iQSMS Knowledge Base.

“Implementation Hours” cover for the workload required by ASQS for the implementation of an iQSMS system. This includes but is not limited to work performed by ASQS Project & Account Managers, IT Department and Customer Support Teams for the respective system setup. The assigned ASQS Project & Account Manager will support Licensee in the delivery of the implementation of iQSMS, provide guidance on the system functions and coordinate tasks with the respective ASQS departments. ASQS Project & Account Managers are not consultants and will only provide guidance concerning iQSMS standard features. In particular, ASQS Project & Account Managers do not advise on the specific setup requirements under specific regulatory or legal frameworks. The Implementation Hours can be consumed during Normal Business Hours on Normal Business Days of the respective regional ASQS office.



“Risk Register Elements” ASQS will provide a template to import a list of risk register elements (hazards/threats, controls, undesirable events, consequences) that can be used both in the Bow-Tie Manager and Risk Register features. ASQS will import the elements, but the individual Bow-Ties and Risk Register will need to be created by the Licensee directly in the iQSMS system.

“Standard Report Forms” ASQS has developed standard reporting forms for various types of occurrences based on best practice. All standard forms related to mandatory occurrences come by default with a mapping to ECCAIRS. Minor amendments to the standard forms are possible (e.g., making fields mandatory/optional, renaming of field labels, adding additional fields or removing fields) in case these do not exceed 1h of work per reporting form. In case of exceedance, these will be considered custom reporting forms. The amount of custom reporting forms included in the package is stipulated above.

“Standard Investigation Templates” are investigation forms based on Annex 13, MEDA and REDA. Custom investigation templates not included in the implementation fee according to Annex 1, are subject to additional charges. The amount of custom investigation templates included in the package is stipulated above.



ASQS GmbH
Wasagasse 6/10
A-1090 Vienna
Austria

DATA PROCESSING AGREEMENT

by

Joint-Stock Company Lithuanian Airports

Rodūnios Rd. 10A
Vilnius
Republic of Lithuania

as **“Licensee”**

and

ASQS GmbH

Wasagasse 6/10
A-1090 Vienna
Austria

as **“ASQS”**

each a **“Party”**; together **“the Parties”**,

HAVE AGREED on the following:



1. Definitions

1.1 For the purposes of this Data Processing Agreement (hereinafter **"DPA"**):

- a) **"personal data"**, **"special categories of data"**, **"process/processing"**, **"controller"**, **"processor"**, **"data subject"**, **"supervisory authority"** shall have the same meaning as in Regulation (EU) 2016/679 (**"General Data Protection Regulation"** or **"GDPR"**);
- b) **"subprocessor"** means any processor engaged by ASQS or by any other subprocessor of ASQS who agrees to receive from ASQS or from any other subprocessor of ASQS personal data exclusively intended for processing activities to be carried out on behalf of the Licensee after the transfer in accordance with his instructions, the terms of the DPA and the terms of the written subcontract;
- c) **"applicable data protection law"** the Parties acknowledge that the applicable data protection law under this DPA shall be the General Data Protection Regulation (EU) 2016/679 (**"GDPR"**);
- d) **"personal data breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data processed by ASQS on behalf of the Licensee under this DPA;
- e) **"License Agreement"** means the license agreement concluded between the Parties, effective as of November 1st, 2025.

2. Details of the transfer

2.1 The details of the transfer of personal data including the nature and purpose of the processing, the type of personal data and categories of data subjects are specified in Appendix 1 which forms an integral part of this DPA.

3. Obligations of the Licensee

3.1 The Licensee agrees and warrants:

- a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law and does not violate the relevant provisions of applicable data protection law;
- b) that it has instructed and throughout the duration of the personal data processing services will instruct ASQS to process the personal data transferred only on the Licensee's behalf and in accordance with this DPA; and
- c) that any of the Licensee's instructions will comply with applicable data protection law including the GDPR.

4. Obligations of ASQS

4.1 Compliance with instructions

- 4.1.1 ASQS will act as a processor on behalf of the Licensee and will process the personal data only on behalf of the Licensee and in compliance with its instructions and this DPA, including with regard to transfers of personal data to a third country or an international organization.
- 4.1.2 Instructions shall generally be given in writing, unless the urgency or other specific circumstances require another (e.g., oral or electronic) form. Instructions in another form than in writing or in electronic form shall be documented in appropriate form.
- 4.1.3 ASQS shall immediately inform the controller if, in its opinion as a lay person, an instruction infringes the GDPR or other Union or Member State data protection provisions.



4.1.4 Notwithstanding the above and in compliance with Article 28(3)(a) GDPR, ASQS will process the personal data contrary to the Licensee's instructions if required to do so by Union or Member State law to which ASQS is subject. In such a case, ASQS shall inform the Licensee of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

4.2 Confidentiality and data security

4.2.1 ASQS shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2.2 ASQS implements adequate security measures pursuant to Article 32 GDPR.

4.2.3 ASQS shall notify the Licensee of any personal data breach that is likely to result in a risk to the rights and freedoms of natural persons. ASQS shall perform such notification without undue delay after becoming aware such breach.

4.2.4 The notification referred to in section 4.2.3 shall describe

- a) the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned as far as personal data is concerned that ASQS processes on behalf of the Licensee under this DPA;
- b) the likely consequences of the personal data breach; and
- c) the measures taken or proposed to be taken by ASQS to address the personal data breach.

4.3 Assistance with GDPR compliance

4.3.1 Taking into account the nature of the processing, ASQS shall assist the Licensee with appropriate technical and organizational measures, insofar as this is possible, in the fulfilment of the Licensee's obligation to respond to requests for exercising the data subject's rights under the GDPR.

4.3.2 If so requested by the Licensee, ASQS shall provide required assistance to the Licensee in ensuring its compliance with obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of processing and the information available to ASQS.

4.4 Audit

4.4.1 ASQS shall make available to the Licensee all information necessary to demonstrate compliance with the obligations laid down in this DPA.

4.4.2 In order to allow for the verification of ASQS's compliance with this DPA, ASQS shall allow for and contribute to audits during regular business hours without disrupting ASQS's business operations and in accordance with ASQS's security policies and after a reasonable prior notice.

5. Subprocessing

5.1 The Licensee only authorizes ASQS to subcontract any of its processing operations performed on behalf of the Licensee under this DPA if the Licensee's consent is obtained as follows:



- a) ASQS shall inform the Licensee of any intended changes concerning the addition or replacement of a subprocessor, thereby giving the Licensee the opportunity to object to such changes within a period of two weeks; and
- b) the Licensee does not object within a period of two weeks.

5.2 Where ASQS subcontracts its obligations under this DPA, with the consent of the Licensee, it shall do so only by way of a written and Signed agreement with the subprocessor which imposes materially the same obligations on the subprocessor as are imposed on ASQS under this DPA.

5.3 Where the subprocessor fails to fulfil its data protection obligations under such written agreement, ASQS shall remain fully liable to the Licensee for the performance of the subprocessor's obligations under such agreement.

5.4 The current Subprocessors of ASQS, which are hereby approved for the services specified therein are specified in Appendix 2 which forms an integral part of this DPA.

5.5 It is ensured that all transfers of personal data to countries outside the EEA meet the standards of Chapter V GDPR and that appropriate safeguards in relation to those transfers are put in place.

6. Term and termination

6.1 This DPA is concluded for an unlimited period and terminates automatically upon expiration or termination of the License Agreement.

7. Obligation after the termination of personal data processing services

7.1 After the end of the provision of the services relating to the commissioned processing of personal data under this DPA, ASQS, at the choice of the Licensee, shall delete or return all the personal data to the Licensee and shall delete existing copies thereof unless Union or Member State law requires storage of the personal data.

8. Governing law and jurisdiction

8.1 This DPA shall be governed by Austrian law.

8.2 Any dispute, controversy or claim arising from or connected with this DPA, including one regarding the existence, validity or termination of this DPA or the consequences of its nullity and any non-contractual or other dispute (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Rules of the Vienna Court of Inter-national Arbitration.

8.3 The arbitral tribunal shall consist of one arbitrator who shall be an Austrian lawyer of at least ten years' standing.

8.4 The seat of the arbitration shall be Vienna, Austria, all hearings shall take place in Vienna, Austria, and the language of the arbitration shall be English.

8.5 The Parties waive any right to refer points of law or to appeal to the courts, to the extent that such waiver can validly be made.

8.6 The Parties agree that the arbitral tribunal shall have the power to order on a provisional basis any relief which it would have power to grant in a final award.

8.7 Notwithstanding the above, any Party shall, at its own discretion, alternatively have the right to file a case, including any actions for part of the claim, to the ordinary court of competent



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A-1090 Vienna
Austria

jurisdiction, provided that the amount in dispute determined by such competent court is not exceeding EUR 20,000 (Twenty Thousand Euro). Petitions for injunctive relief may be addressed to ordinary courts of competent jurisdiction at any time.

9. Miscellaneous

9.1 Changes of or amendments to this DPA shall be in written and Countersigned form only. This also applies to the abandonment of this written form requirement.

9.2 If any provision of this DPA is invalid or unenforceable, that provision is replaced by the provision that is economically the closest to the invalid or unenforceable provision. The invalidity or unenforceability of a provision shall not affect the validity or enforceability of the remaining provisions.

On behalf of the Licensee:

Name (written out in full): Simonas Bartkus
Position: General Director
Address: Rodūnios Rd. 10A, Vilnius, Republic of Lithuania
Date: 2025-Dec-08 | 23:31 PST

Signed by:
Simonas Bartkus
Signature.....AE8625403A7043Z.....

On behalf of ASQS:

Name (written out in full): Günther Schindl
Position: Director
Address: Wasagasse 6/10, A-1090 Vienna, Austria
Date: 2025-Dez-09 | 09:41 MEZ

DocuSigned by:
Günther Schindl
Signature.....BEBDB135EDC14A3.....



APPENDIX 1

This Appendix forms part of the DPA.

Data subjects

The personal data transferred concern the following categories of data subjects:

- employees of Licensee including pilots;
- customers (passengers) of Licensee
- third party contractors to Licensee.

Categories of data

The personal data transferred concern the following categories of data:

- employee data:
 - name;
 - contact details including email address;
 - pilot's license data including validity of license;
 - information on safety-relevant incidents (incident reports).
- Service provider data:
 - name;
 - contact details including email address;
 - information on safety-relevant incidents (incident reports).
- customer data:
 - name;
 - contact details;
 - passenger number;
 - information on safety-relevant incidents (incident reports).

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

- Not applicable

Nature of the processing and processing operations

The personal data transferred will be subject to the following basic processing operations:

- Hosting and maintaining an electronic quality and safety management system using software licensed by the Licensee from ASQS.

Processing purposes

The personal data transferred will be processed by ASQS for the following purposes of the Licensee:

- Quality and safety management.



APPENDIX 2

Current sub processors of ASQS and the servers' location where Licensee Data may be stored:

Processor's and/or Sub-processors office address:

Company Name	Address	Service description
3rd Party Sub-processors		
Hetzner Online GmbH	Industriestr. 25, D-91710 Gunzenhausen, Germany	Server Hosting
Hetzner Finland Oy	Huurrekuja 10, F-04360 Tuusula, Finland	Server Hosting
BrainStorm Network Inc.	3275 Av. Francis-Hughes, Laval, QC H7L 545, Canada	Server Hosting
techbold network solutions GmbH	Dresdner Str. 89, 1200 Vienna, Austria	Mail Hosting / Firewall operation and management
LINK Mobility Poland Sp. Z.o.o	Ul. Toszecka 101, PL-44-100 Gliwice, Poland	Processing of Short Message Service (SMS)
Bekiris Aviation Consulting AB	Vistabergs allé 72, 141 68 Huddinge, Sweden	iQSMS system implementations, customer onboarding, training, and account management on behalf of ASQS.
Cavicon AB	Furuhöjdsvägen 8b, 14131 Huddinge, Sweden	iQSMS system implementations, customer onboarding, training, and account management on behalf of ASQS.
OneSignal Inc. ¹	2850 S Delaware St. #201, San Mateo, CA 94403, United States of America	Facilitating push notifications in the iQSMS apps (Android and iOS)
Twilio Inc. ²	375 Beale St. #300, San Francisco, CA 94105, United States of America	Establishing video link between mobile devices for remote audits
ASQS Group Sub-processors		
ASQS Ltd.	21 st Floor, SJ Infinite One Business Complex, 349 Vibhavadi-Rangsit Road, Chompol, Chatuchak, Bangkok, 10900, Thailand	1 st and 2 nd level customer support services
ASQS Safety and Quality Solutions Inc.	330 – 5 th Avenue SW, Calgary Place I, Suite 1800, Calgary, AB T2P 0J4, Canada	1 st and 2 nd level customer support services
ASQS is part of the Comply365 Group headquartered in the UK. Licensee agrees that Comply365 group companies can be appointed as sub-processors where necessary for the provision of the Services including but not limited to customer support. A list of such Group Companies is available at any time upon request.		

¹ Only if Licensee is making use of the iQSMS Reporting App, iQSMS Reporting B App and/or iQSMS Fatigue App

² Only if Licensee is making use of the Remote Audit function



ASQS GmbH
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A-1090 Vienna
Austria

Processor's and/or Sub-processors data center(s):

Company Name	Country	Address
Hetzner Online GmbH	Germany	Am Datacenterpark 1, D-08223 Falkenstein (Production server)
Hetzner Finland Oy	Finland	Huurrekuja 10, FI-04360 Tuusula (Back-up servers)
Iron Mountain AMS1 (on behalf of BrainStorm Network Inc.)	Netherlands	J.W. Lucasweg 35, 2031 BE Haarlem, Netherlands (Stand-by and back-up servers)



SERVICE LEVEL AGREEMENT

between

Joint-Stock Company Lithuanian Airports

Rodūnios Rd. 10A
Vilnius
Republic of Lithuania

as “**Licensee**”

and

ASQS GmbH

Wasagasse 6/10
A-1090 Vienna
Austria
as “**ASQS**”



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§ 1 Agreement Overview

This Agreement represents a Service Level Agreement (“**SLA**”) between ASQS and Licensee for the provisioning of IT services required to support and sustain iQSMS (“**Licensed Software**”).

§ 2 Definitions

The following definitions shall apply to the SLA.

§ 2.1 Unscheduled Downtime

Unscheduled Downtime means if the service is not available for the contracted service, if for example the contracted services are the application and hosting thereof, unscheduled downtime concerns both application and hosting platform, if ASQS is the provider of the service.

§ 2.2 Scheduled Downtime

Scheduled Downtime means those times where ASQS notifies Licensee of periods of downtime prior to the commencement of such downtime. There will be no more than forty-eight (48) hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this SLA and will not be counted towards any downtime periods.

§ 2.3 Emergency Downtime

Emergency Downtime means those times where ASQS becomes aware of a vulnerability which, based on a risk assessment of the vulnerability, ASQS deems to require immediate remediation and, as a result, the iQSMS Service is made temporarily unavailable in order for ASQS to address the vulnerability. An example for such a critical emergency could be the Heartbleed-bug. Emergency Downtime is not considered as Downtime for purposes of this SLA.

§ 3 Service Performance

§ 3.1 Service Uptime

ASQS warrants that the average annual minimum availability of the Licensed Software shall be at least 99% (“**Uptime Warranty**”) per year.

Usage Period is calculated as following:

Usage Period (minutes) = 525.600 minutes – Scheduled Downtime (minutes) – Emergency Downtime (minutes)

Service availability is calculated as follows:

$$\frac{\text{Usage Period (minutes)} - \text{Unscheduled Downtime (minutes)}}{\text{Usage Period (minutes)}}$$

The maximum downtime must not exceed 48 hours at a time.

§ 3.2 Service Uptime Exclusions

The Uptime Warranty does not apply to any issues:

- (i) caused by factors outside of ASQS’s reasonable control;
- (ii) that resulted from any actions or inactions of the Licensee or any third parties; or
- (iii) that resulted from the Licensee equipment and/or third-party equipment (not within the primary control of ASQS).



§ 3.3 Customer Support

The point of contact for issues relating to this SLA for Licensee will be the ASQS JIRA Service Desk.

Web: <https://jira.asqs.net>

Alternatively, the ASQS customer support can be reached under the following contact details.

Phone: +43 1 306 1234

E-mail: support@asqs.net

If all service desk agents are unavailable, an effort to return all messages will be made.

§ 3.4 Service Support Hours

Licensee can expect customer support for the service to be available during all regular business hours as defined in paragraph 3.3 of the License Agreement

Support cannot be expected on weekends or on all holidays that ASQS observes (public holidays in Austria, Canada, and Thailand, if applicable).

§ 3.5 Response Times

Incident resolution will happen according to the following table.

Priority	Low	Medium	High
Classification by/for user	<p>Low business impact. Non-essential functionality affected. Workaround possible.</p> <p>Examples:</p> <ul style="list-style-type: none"> Printed layouts not correct, but content readable System interface not properly displayed but not affecting use of the system Non-time-critical functions not operational (e.g. publishing of reports) 	<p>Medium business impact. Core functionality available. Cumbersome workaround possible.</p> <p>Examples:</p> <ul style="list-style-type: none"> Reporting to Civil Aviation Authority not possible directly out of iQSMS Reporting Online or Offline (not both at the same time) not possible Legally required documents cannot be printed E-Mail Notifications not operational 	<p>High business impact. System functionality not operational. No workaround.</p> <p>Examples:</p> <ul style="list-style-type: none"> Full system shut down Servers offline
Response Time (during office hours)	8 hours	4 hours	2 hours
Recovery Time	N.A.	72 hours	12 hours



§ 3.6 Service Review

The yearly uptime percentage will be calculated in accordance with the formula defined in § 3.1.

§ 4 Contractual Penalty

§ 4.1 Contractual penalty for failure in the warranted uptime

ASQS agrees, in case the uptime warranty defined in § 3.1 and reported in the Yearly Service review defined in § 3.6 cannot be met, to refund the percentage of uptime not met multiplied by the factors defined below for the following 12-month licensing period.

Service Level	Contractual Penalty
98.99% – 95.0% uptime	percentage of uptime not met by the factor 1
94.99% - 90.0% uptime	percentage of uptime not met by the factor 2
Less than 90% uptime	15%

Example: Uptime 96.5% equals a $2.5\% \times 1 = 2.5\%$ reduction in licensing fees for the following 12-month period.

§ 4.2 Contractual penalty for the total loss of the licensed software

In the event of a total loss, Licensee may claim a penalty in the amount stated below, depending on the duration of the failure:

Duration of Total Loss	Contractual Penalty
Continuous failure of more than 24 hours	EUR 750.00 per day
Continuous failure of more than 48 hours	EUR 2,500.00 per day

§ 4.3 Contractual penalty cap

The total sum of all contractual penalties is limited to 20% of the licensing fee per year per individual contract.

§ 4.4 Contractual penalty request

Licensee must request the contractual penalty in order to receive any of the refund or penalty settlement described above by notifying ASQS in writing within thirty (30) days from the time Licensee becomes eligible to receiving such refunds or penalty settlements.

§ 5 Severability Clause

In case any provision in this SLA shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have agreed to this SLA as of the date defined in the License Agreement.

On behalf of the Licensee:

Name (written out in full): Simonas Bartkus
Position: General Director
Address: Rodūnios Rd. 10A, Vilnius, Republic of Lithuania

Date: 2025-Dec-08 | 23:31 PST
.....

Signed by:
Simonas Bartkus
Signature.....AE8625403A70437.....

On behalf of ASQS:

Name (written out in full): Günther Schindl
Position: Director
Address: Wasagasse 6/10, A-1090 Vienna, Austria

Date: 2025-Dez-09 | 09:41 MEZ
.....

DocuSigned by:
Günther Schindl
Signature.....BEBDB135EDC14A3.....