General Terms and Conditions of Business of SITA Airport IT GmbH for IT and service solutions

(As of August 25, 2026)

1. Scope of application

These general terms and conditions of business ("**TCs**") form the contractual basis of all legal transactions between SITA AIRPORT IT GmbH, Parsevalstr. 7a, D-40468 Düsseldorf ("**SAIT**"), and businessmen, legal entities under public law or special funds under public law ("**Customer**") and are merely supplemented by specific provisions contained in the offers. Any conditions of the Customer to the contrary are hereby expressly excluded, even if the Customer should later try to incorporate them into the contractual relationship.

2. Order process

For all products/services to be delivered or provided by SAIT, SAIT and the Customer will, on the basis of the offer, sign a written individual contract and/or performance specifications, in which the scope of performance will be stated in detail.

3. Change request procedure

In relation to the agreed services, either party may, during the contractual term, request from the other party in writing changes to the agreed scope of performance. After the receipt of a change request, the recipient will review the requested change as to whether, and on what conditions, the change can be implemented and will notify the requesting party of its consent, or rejection, without undue delay and in writing, while stating reasons (if applicable).

If a change request by the Customer requires a comprehensive review, any such review will be agreed separately. The expense of such review may be charged by SAIT at the usual hourly rates. The adjustments of the agreed contractual conditions and performances necessary for a review and/or change will be laid down in an amendment agreement.

Any time limits for duties to deliver and perform will be extended by the number of calendar days during which SAIT reviews change requests by the Customer, prepares change offers, conducts negotiations with the Customer on change offers, or if a change request results in an interruption of the project realization on the Customer's request, plus a reasonable re-start period.

If no agreement on a change offer is reached within 21 calendar days, or if an offer which considers the change request by the Customer cannot be submitted for technical, organizational or economic reasons, SAIT will continue the performance of the existing contract. In such case, the Customer will be granted a right of termination against the payment of the agreed remuneration, less the saved expenses.

To the extent that there occurs a material change to the underlying circumstances not considered by the provisions of the contract, either party may demand an adjustment of the contract to the changed circumstances.

4. Product quality

Any products/services sold under the contract will have the specifications set out in the offer/performance specifications.

5. Delivery

The delivery/provision of the contractual products/services will be effected in accordance with the provisions of the offer/performance specifications. Unless agreed otherwise, the place of performance and fulfillment is the corporate seat of SAIT.

SAIT may replace or modify the contractual products/services, provided that the product performance as a whole is not thereby materially impaired or changed.

SAIT may make partial deliveries and invoice them separately.

6. Acceptance for works provided
For works provided, the delivery and review of the service are carried out in an acceptance test. For definable parts of the service that have economic value and can be used separately, SAIT can demand that partial acceptances are carried out. In this case, the entire project performance is deemed accepted upon the last partial acceptance ("final acceptance"). Already completed partial acceptances remain unaffected by the success of the final acceptance.

After the acceptance test, an acceptance protocol is created which compares the delivered work result with the created service description and assigns any deviations to the following error classes:

Error classes
Error class 1:
There is an error on one part or the entire works, which makes an economically relevant use impossible or unreasonably restricts or impedes it.

Error class 2:
All other deviations from the agreed performance targets belong to error class 2.

Legal consequences
For errors of error class 1, the parties agree on a new acceptance date. If errors of error class 2 are present, the system is deemed generally in accordance with the contract and the parties arrange in the acceptance protocol how and within what time period these errors are to be rectified.

The acceptance is jointly carried out by both parties. The acceptance protocol is to be signed by both parties. The date included upon signing is the time of acceptance.

If the acceptance test cannot take place for reasons for which SAIT is not responsible, the subject matter of the contract is deemed accepted two weeks after notice of completion. Acceptance is equivalent to the productive use of the service by the customer.

Upon acceptance or partial acceptance, the legal consequences of Section 640 of the German Civil Code (BGB) come into effect, unless agreed otherwise.

7. Prices and payment
Unless agreed otherwise, the remuneration will be charged monthly, quarterly or annually in advance, or after the performance has been rendered.

Unless expressly stated otherwise, all prices for products and services are exclusive of VAT.

In addition, the prices for services do not include the following:

- reasonable travel expenses in the amount actually incurred by SAIT,
- reasonable and necessary expenses incurred in connection with services, as stated in a list of services or performance specifications as consultancy services (“**Consultancy Services**”), and
- costs incurred for the Customer or its staff in connection with the participation in training or further training sessions conducted by SAIT or on SAIT’s behalf.

SAIT is authorised to invoice its services electronically. Invoices are not sent to the customer in paper form, but exclusively electronically.
Invoices will be due and payable within 15 calendar days from receipt of the invoice. Unless a direct debit authorization/SEPA mandate was given, payments will be deemed timely upon their receipt on the following bank account of SAIT within the stated payment period:

Stadtsparkasse Düsseldorf:
IBAN: DE 49 3005 0110 1004 0940 56
SWIFT: DUSSDEDD

If the Customer fails to settle a due claim at the agreed payment date in whole or in part, SAIT may revoke any agreed payment periods for all claims. SAIT may also render performances only against prepayment or security in the form of a performance guarantee by a credit institution or credit insurer admitted in the European Union. A prepayment must cover the respective settlement period or, in the case of one-off services, their remuneration.

In the event of the Customer's financial inability to perform its duties to SAIT, SAIT may end existing contracts with the Customer without notice by way of a rescission, and may end permanent obligations by way of termination, including in the case of an insolvency petition by the Customer. Section 321 German Civil Code and section 112 German Insolvency Code remain unaffected. The Customer shall inform SAIT at an early stage of any threatening inability to pay.

The Customer may only make a set-off or retain payments on account of defects to the extent that the Customer actually has payment claims based on material defects or defects of title in relation to the performance. In relation to other claims based on defects, the Customer may only retain payments in a portion which is proportionate in consideration of the defect. The provisions of section 10 apply *mutatis mutandis*. The Customer will have no right of retention if the Customer's claim based on defects has become barred by limitation. In other respects, the Customer may only make a set-off or retention in the relation to SAIT against claims which are undisputed or have become final and conclusive.

8. Retention of title

SAIT will retain title and any rights to be granted in the services until the payment in full of the remuneration owed; any legitimate retention based on defects in accordance with the last paragraph of section 7 above will be considered. Furthermore, SAIT retains title until the satisfaction of all its claims from the business relationship with the Customer.

During the term of a default in payment, SAIT may prohibit the Customer from continuing to use the services. That right may only be exercised by SAIT for a reasonable period of normally no more than 6 months. This will not constitute a rescission from the contract. Section 449, subsection 2 German Civil Code remains unaffected.

If the Customer, or its customers, return the services, the receipt of the services will not constitute a rescission by SAIT, unless SAIT has expressly declared the rescission. The same applies to any attachments of reserved goods, or of rights to the reserved goods, by SAIT.

Objects subject to a retention of title or a legal reservation may not be assigned or transferred by way of security by the Customer. Any resale by the Customer is only admissible in the ordinary course of business, provided that the Customer has effectively assigned to SAIT its claims against its own customers in connection with the resale and the Customer transfers ownership to its own customers under reservation of payment. By the conclusion of the contract which governs the performance, the Customer will transfer to SAIT by way of security its future claims against its own customers in connection with such sale, and SAIT hereby accepts such transfer.

If the value of SAIT's security interests exceeds the amount of the secured claims by more than 20%, SAIT will, at the Customer's request, release a corresponding portion of the security interests.

9. Disturbances in the provision of services

If the compliance with a contractual deadline is impaired as a result of a reason for which SAIT is not responsible, including strikes or lockouts ("**Disturbance**"), the deadline will be extended by the duration of such Disturbance plus a reasonable restart period (if applicable). Either party shall notify the other party without undue delay of the reason for a Disturbance which has occurred within its area and the expected duration of the extension.

If the expense increases as a result of a Disturbance, SAIT may also demand the payment of the additional expense, unless the Customer is not responsible for the Disturbance and the cause of the Disturbance is outside den Customer's sphere of responsibility.

If the Customer is entitled to rescind the contract and/or demand damages in lieu of performance based on improper performance by SAIT, or maintains that this is the case, the Customer shall, at SAIT's request, declare in writing within a reasonable time limit set whether the Customer asserts any such right or wishes that the provision of the services shall be continued. In the event of a rescission, the Customer shall refund to SAIT the value of previous possibilities of use; the same applies to any deteriorations caused by a use as intended.

If SAIT is in default in the provision of services as a result of a reason for which SAIT is responsible, the Customer's claim for damages and a reimbursement of expenses on account of the default will be limited, for each completed week of the default, to 0.5% of the price for the portion of the contractual performance which cannot be used as a result of the default. The total liability for default is limited to 5% of the remuneration for all contractual performances affected by the default and, in the case of continuing obligations, to the remuneration for the affected performances for the entire calendar year. Any agreed percentage of the remuneration agreed upon the conclusion of the contract will take priority. This will not apply if a default is caused as a result of gross negligence or intent on the part of SAIT.

In the event of a delayed performance, the Customer will only have a right of rescission under the statutory provisions if SAIT is responsible for the delay. If the Customer legitimately asserts claims for damages or a reimbursement of expenses on account of the delay, the Customer may demand, for each completed week of the delay, 1% of the price for the portion of the contractual performance which cannot be used as a result of the delay, subject to a maximum of 10% of such price and, in the case of continuing obligations, to the remuneration for the affected performances for the entire calendar year. Any agreed percentage of the remuneration agreed upon the conclusion of the contract will take priority.

10. Material defects

SAIT will be liable for the contractually owed quality of the services. No claims based on material defects will exist if the services by SAIT deviate from the contractual quality to an insignificant extent only. The contractually agreed quality of the products results exclusively from the special written agreements regarding the respective order. Any such special written agreements regarding the characteristics of the products do not constitute guarantees of quality or durability within the meaning of section 443 German Civil Code. In addition, claims based on defects will not exist in the case of excessive or improper use, normal wear and tear, failures of system environment components, software errors which cannot be reproduced or otherwise demonstrated by the Customer, or any damage caused by special external influences not provided in the contract. This will also apply in the case of any subsequent modifications or repairs by the Customer or third parties, unless they do not complicate the analysis and rectification of the material defect, or if the products were used in combination with products or software not delivered, or not expressly approved, by SAIT, if the defects are attributable to such a use. The section headed "Liability" applies to claims for damages or a reimbursement of expenses *mutatis mutandis*.

In the event of defects, the Customer will, at SAIT's option, have a claim to a rectification or a replacement delivery to the agreed place of delivery. The Customer may only demand a price reduction or declare a rescission if the Customer has set a time limit of at least three weeks for the performance or subsequent performance without results or if at least three attempts by SAIT to make a rectification or replacement delivery have failed. In the event of a rescission, the Customer must have threatened a refusal when setting the time limit. Parts or components replaced when settling claims based on defects may be new or overhauled. Title to all defective parts replaced in connection with the respective claims based on defects will pass back to SAIT.

The limitation period for claims based on material defects is one year from the statutory commencement of the limitation period. The statutory time limits for a recourse pursuant to section 479 German Civil Code remain unaffected. The same applies if the law prescribes longer periods pursuant to section 438, subsection, 1 no. 2 or section 634a, subsection 1, no. 2 German Civil Code, in the case of an intentional or grossly negligent breach of duty, in the case of the fraudulent concealment of a defect, in the event of a violation of life, body or health, as well as to claims under the German Product Liability Act. The processing by SAIT of a claim of the Customer based on material defects will only result in a suspension of the limitation period to the extent that the statutory requirements therefor exist and will not result in a recommencement of the limitation period. Subsequent performance (replacement delivery or rectification) can only affect the limitation in relation to the defects triggering the subsequent performance.

SAIT may demand remuneration of its expense to the extent that:

a) SAIT becomes active on the basis of a notification while no defect exists, unless the Customer was unable at reasonable expense to notice that no defect existed, or
b) a notified defect is not reproducible or cannot otherwise be demonstrated by the Customer as being a defect, or
c) additional expense is incurred as a result of an improper performance of the Customer's duties (see also section 15).

11. Defects in title

SAIT will provide the Customer with the products in the contractually owed quality and free of any defects in title. SAIT will only be liable for infringements of third-party rights as a result of SAIT's performance to the extent that the service is used unchanged as contractually agreed and, in particular, in the contractual, or intended, operational environment. SAIT will only be liable for infringements of third-party rights at the place of the contractual use.

If a third party asserts against the Customer that a service by SAIT infringes its rights, the Customer shall notify SAIT without undue delay. SAIT and, if applicable, its suppliers, will be entitled, but not obliged, to defend the asserted claims at their own cost and expense to the extent admissible. The Customer may not acknowledge any third-party claims before the Customer has given SAIT an adequate opportunity to defend third-party claims otherwise. The Customer shall use its best endeavors to assist SAIT in the defense of asserted claims.

If third-party rights are infringed as a result of a service by SAIT, SAIT shall, at its own option and at its own cost and expense:

a) procure for the Customer the right to use the service, or
b) arrange the service such that it no longer infringes third-party rights, or
c) take back the performance against a refund of the remuneration paid by the Customer for it (less a reasonable compensation for use) if SAIT is unable to remedy the situation otherwise at reasonable expense.

In so doing, the Customer's interests will be considered adequately.

Any claims of the Customer based on defects in title become barred by limitation in accordance with the third paragraph of section 10. The provisions of section 12 apply in addition to the Customer's claims for damages and a reimbursement of expenses, and the provisions of the fourth paragraph of section 10 apply *mutatis mutandis* to any additional expense of SAIT.

12. Liability

The parties will always be liable to one another:

a) for any damage caused by them or their legal representatives or agents as a result of gross negligence or intent,
b) under the mandatory provisions of the German Product Liability Act,
c) for any violation of life, body or health for which the party causing the damage, or its legal representatives or agents, are responsible, and
d) if they have given a guarantee for the quality of the subject matter of the contract.

In the event of slight negligence, the party causing the damage will not be liable, unless such party has breached a material contractual duty, the compliance with which makes the proper performance of the contract possible in the first place or the non-compliance with which jeopardizes the attainment of the object of the contract, and the compliance with which may regularly be relied on by the other party. In relation to material damage and pecuniary loss, such liability is limited to the typical foreseeable damage. Any liability for other consequential damage is excluded. The liability is limited to a maximum amount of EUR 150,000 (in words: one hundred fifty thousand euros) for each individual damage, and to a maximum of twice such amount per year. If a higher liability amount is agreed separately, such higher amount will take priority. In relation to indirect damage and consequential damage (including a loss of use and lost profit), the parties will be liable to one another only in the cases referred to in paragraphs 1 a) through d) above.

The parties will be liable to one another for any proven damage incurred by the other party as a result of default if an agreed deadline for the delivery/provision of the service is not observed for reasons for which the party obliged to deliver/provide the service is exclusively responsible. The claim for damages caused by a default is limited to 0.5% per week of the default, and to a maximum of 5% of the price of the parts which were not delivered in good time.

The Customer hereby assumes the material contractual duty to make back-ups of its data which are directly or indirectly affected by these TCs at adequate intervals, and at least daily, to ensure that such data can be restored at reasonable expense. In the event of a loss of data for which SAIT is responsible, SAIT will only be liable for the restoration in the amount which would have been incurred had the Customer made the aforementioned data back-ups and, in the event of slight negligence on SAIT's part, only if the Customer had made a proper data back-up before the measure which resulted in a loss of data in accordance with such duties of care which are reasonable in relation to the type of the data.

Within the scope of application of the German Telecommunications Act, the liability under section 70 remains unaffected.

13. Termination
If individual contracts are terminated, the following supplementary provisions apply:

Unlimited individual contract
An unlimited individual contract, e.g. for support services or telecommunication services may, unless otherwise regulated in the individual contract, be terminated with a 4 months' notice to the end of the month, but not before the expiry of twelve months.

Individual contract with automatic extension
For an individual contract with automatic extension by a further contractual year, a termination period of 4 months up to expiry of the minimum contractual period or the current extension period applies, unless otherwise regulated in the individual contract.

Further, the following rule applies to an individual contract with automatic extension by a further contractual year: SAIT is authorised to transfer an offer for the continuation of the support services, which may contain altered prices, discounts or other conditions, to the customer no later than 60 calendar days before expiry of the current contractual year. If the customer does not object to the amendment offer within 30 calendar days from receipt of this communication, the offered conditions of extension (including the new or amended conditions) are deemed accepted by the customer and the individual contract is automatically extended on the basis of this offer. SAIT is obligated to inform the customer of the consequences of an omitted objection with the notification of amendment.

For every following contractual year, the customer must provide SAIT with the information necessary for invoicing before the start of the new contractual year. If the customer does not provide the necessary information despite being requested to do so, this can lead to a delay or interruption of the relevant performance.

Extraordinary termination
A party can terminate an individual contract in writing without notice if the other party violates an essential provision of the accepted contract and this violation cannot be remedied, or if the other party violates an essential provision and has not found a remedy to the violation, which can be remedied, within 30 calendar days after written notice of this violation.

Furthermore, the products and services delivered by SAIT are regularly coordinated; upgrades or changes to hardware systems of the customer not coordinated with SAIT, by which products and services of SAIT are affected, therefore give SAIT a special right to termination without notice in relation to the affected services.

Every termination requires the written form to become effective.

14. Licensing terms

In relation to software created by SAIT

In relation to all work results created specifically for the Customer in accordance with the performance specifications, including software specifically developed by SAIT, SAIT will grant to the Customer a non-exclusive right of use for internal purposes, once the Customer has paid the full invoice amount for such work results. The work results as well as all designs, concepts, methods, software technologies and models used or developed by SAIT within the scope of performance specifications, remain the property of SAIT, or SAIT will retain the exclusive rights therein. The rights to the know-how, techniques and other working methods remain with SAIT. SAIT will grant to the Customer a non-exclusive right of use therein to the extent that this is required to use the work results. The following applies in that respect:

- the limitations specified in the offer in relation to the approved purpose and approved number of users, developers, entries and CPUs; as well as

- the supplementary licensing conditions enclosed with the software.

The Customer may prepare copies of the software only for archiving purposes (including a back-up copy for system breakdowns) for personal use within the scope of the contractual provisions. The Customer may not, however, modify or decompile the software or apply a different form of reverse engineering.

The license may not be transferred to third parties without SAIT's prior written consent. The granting of sublicenses, the temporary surrender to third parties, or any other form of allowing an access, also requires SAIT's prior written consent.

SAIT may, either itself or through an independent auditing firm instructed by SAIT, audit the Customer's documents and systems after reasonable prior notice to ensure compliance with the licensing conditions. Any such audits will be carried out during the Customer's usual business hours such that the Customer's business processes are not unnecessarily disturbed.

In relation to services to be provided by SAIT

SAIT will grant to the Customer a non-exclusive and non-transferable license to use the results of the services to be provided exclusively for the Customer's internal purposes within the scope of use provided in the contract.

Exclusively for the purpose of error diagnosis and troubleshooting, only staff of the Customer authorized by the Customer in advance may access tools of SAIT specified in the systems listed in the respective individual contract ("**Included Systems**"). The provision of an update will not affect the rights based on defects in relation to the previously licensed software. Any such updates may only be used in connection with a use in the Included Systems.

Except for archiving purposes, the Customer may not prepare copies of the work results, decompile the work results or apply a different form of reverse engineering.

15. Customer's duties

The provision of the agreed services by SAIT requires the Customer's cooperation. The exact scope of the relevant cooperation will be laid down in the performance specifications or the offer. Generally, the Customer shall closely cooperate with SAIT and grant to SAIT secure access to its business premises and computer systems, including by way of a remote access, at the agreed times, provide an adequate workplace and Internet access, and grant access to other facilities, materials, skilled personnel, information or documents reasonably required by SAIT's staff to perform SAIT's duties.

The Customer shall notify any defects without undue delay in a comprehensible and detailed form in writing, while stating any information appropriate to identify and analyze the defect, in particular, the work steps which resulted in the defect, the manifestation and consequences of the defect.

The fourth paragraph of section 12 applies to the Customer's duties regarding data back-ups.

16. Confidential Information
Both parties shall treat confidentially the information received by the other party in connection with the contract and the negotiations which result in the conclusion of the contract ("**Confidential Information**").

The party which receives Confidential Information shall, in that respect, apply the same degree of care usually applied by it in relation to its own confidential information of comparable significance, at least, however, the customary degree of care, and may only use any Confidential Information for the purposes provided in the contract. Confidential Information may only be disclosed to staff members or contractors subject to a contractual or professional duty of confidentiality which is at least equivalent.

These duties do not apply to any information:

a) which becomes lawfully known to the receiving party in the absence of a breach of its duty of confidentiality,

b) which becomes publicly known in the absence of fault on the receiving party's part,

c) which is developed by the receiving party independently without a use of Confidential Information of the other party, or

d) the disclosure of which was approved in writing by the party providing it.

If the party receiving the information is required to disclose Confidential Information in accordance with mandatory statutory provisions, a court order or an arbitral award, an order by a public authority or stock exchange law, the party receiving the information shall notify the party providing the information without undue delay and in writing, so that the party providing the information has an opportunity to intervene. In addition, the party receiving the information shall use its best endeavors to obtain an assurance that the Confidential Information will be treated confidentially by the respective body. If it was impossible for the party receiving the information, or unlawful, to notify the party providing the information before a disclosure, the party receiving the information shall, to the fullest extent permitted by law, notify the party providing the information thereof without undue delay after the disclosure.

Unless agreed otherwise, that duty will end five years from the conclusion of the respective contract and, in the event of continuing obligations, upon their termination, at the earliest.

17. General provisions

Written form
Any amendments or additions to the contract or these Tcs must be in writing to be effective.
This requirement is met if the declaration is made at least in the form of a private written document or by means of an advanced electronic signature within the meaning of the eIDAS Regulation on electronic identification and trust services.
amendments and additions must be signed by an authorized representative of each party.
To the extent that written form is required for declarations in connection with an individual order, this written form requirement will, in derogation of the foregoing sentence, also be complied with by a transmission by email.

Compliance
The Customer shall, on its own responsibility, comply with all import, export and other regulations applicable to the deliveries or services. The Customer shall, on its own responsibility, settle any court or official procedures in connection with cross-border deliveries or services, unless the parties have expressly agreed otherwise.

Advertising
SAIT may use the Customer's name and logo (including all trademarks) in connection with the sale of the products or services in advertising documents, including press releases, presentations and customer references,

world-wide, free of charge and in any medium. SAIT will obtain the Customer's prior consent, which consent may not be unreasonably withheld, for any advertising materials which contain statements, quotes, remarks or comments of the Customer.

Subcontractors/Assignment
Any transfer or assignment of rights or duties under contracts by the parties to third parties requires the other party's prior written consent, which consent may not be unreasonably withheld.

The parties may, however, assign their claims from payments due, and SAIT may use subcontractors to perform its duties, provided that SAIT will be responsible for the services provided by any such subcontractors.

Place of jurisdiction
To the extent that special jurisdiction does not already apply pursuant to the Ordinance of the Ministry of Justice of North Rhine-Westphalia on Jurisdiction for Disputes in the Fields of Corporate Transactions (Mergers & Acquisitions), Information Technology and Media Technology and Renewable Energies dated November 22, 2021, the parties expressly agree, to the exclusion of other places of jurisdiction, that the courts of law in Düsseldorf/Germany are competent in relation to any and all disputes out of, or in connection with, these TCs or the contract, including any disputes regarding their effectiveness.

Governing law
These TCs and the contract are governed by German law, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods, CISG.