

ATHENS INTERNATIONAL AIRPORT S.A.

**Information Technology
and
Telecommunications**

IT&T Services Agreement

DCN:

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Athens International Airport S.A.
Information Technology and Telecommunications (IT&T) Agreement

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In Athens, today,the following contracting parties:

A. The company under the name **"ATHENS INTERNATIONAL AIRPORT S.A."** hereinafter defined as **"AIA"**, having its seat at Spata, Attica 190 19, with Tax Number 094440299 DOY For Large Enterprises, duly represented for the signature hereof by the Director, IT&T Business Unit, Mr. Ziomas Alexandros;

B. The Company **"....."** hereinafter defined as the **"CUSTOMER"**, having its seat at, with Tax NumberDOY, duly represented for the signature hereof by Mr. ;

WHEREAS:

This Agreement is subject to the Airport Development Agreement dated ("ADA") 31st July 1995 as ratified by the Hellenic Republic by virtue of Law 2338/1995 (Government Gazette A' 202/14.09.1995), as amended and ratified by virtue of Law 4594/2019 (Government Gazette A' 29/19.2.2019) and the Customer shall be deemed to have been advised of the same and to be fully aware of the terms of such documents.

The Greek State has constituted a usufruct in favour of AIA for a period of fifty (50) years starting from 11.6.1996 over the whole of the Airport Site and over all buildings, constructions, installations and other real and immovable property from time to time on the Airport Site.

Individually **"Party"** and jointly referred to as **"Parties"**, have agreed and mutually and unreservedly accepted the following:

1. DEFINITIONS AND CONSTRUCTION OF THE AGREEMENT

1.1. Definitions

In this Agreement (including the Annexes hereto) the following words and expressions shall, unless the context otherwise requires, have the following

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meanings respectively:

"Acceptance Protocol" means the document issued by AIA and signed by both parties for certifying the completion of the project implementation;

"AIA" or **"Airport Company"** means Athens International Airport S.A.;

"Agreement" means this Agreement, together with the Annexes hereto, in each case as from time to time supplemented, modified or replaced as provided for herein or by written agreement of the Airport Company and the Customer;

"Agreement Rate of Interest" means €STR. If at any relevant time €STR is for any reason not so published, it shall be substituted by the best rate which shall be the STOXX GC Pooling ON (Overnight) that is published in the website www.stoxx.com. For purposes of clarification, the "best rate" may also be represented by the Main Refinancing Operations (fixed interest) offered by the European Central Bank..

"Airport" or "Airport Site" means the entire land plot of Athens International Airport at Spata, Attica and includes all its buildings, equipment, facilities and systems, including airport air navigation systems;

"Airport Company Fees" means the fees to be paid to the Airport Company in accordance with Clause 6;

"Airport Operational Regulations" means all Airport's manuals, including, inter alia, the Aerodrome Operations Manual (AOM), the Airport Manuals & Procedures (AMP) and the Airport Security Programme, as developed, issued and modified from time to time by the Airport Company and any rules, procedures, by-laws and regulations issued from time to time by the CAA and the Airport Company, with respect to the use, maintenance, and/or operation of the Airport made in accordance with the ADA or otherwise published in the proper exercise of the Airport Company's duties;

To the extent that the Customer's services may be adversely affected by any change in above Regulations, the Airport Company shall, whenever possible, inform the Customer accordingly;

"Airport Right" has the meaning given to it in the ADA;

"Airport User" means any body corporate or individual, as employee, contractor, sub contractor or consultant of the Airport Company, its Customers,

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suppliers, airline clients and its visitors, airline passengers or any member of the general public who has a legitimate reason for being on the Airport Site;

"Annex(es)" means an Annex or Annexes included in this Agreement forming integral part(s) of this Agreement.

"Applicable Inflation Rate" of a specific year means the increase in the Harmonised Index of Consumer Prices of Greece (expressed as a percentage increase) as published by the National Statistical Service of Greece (ESYE) from the level for the month preceding the full 12-month year prior to the implementation year of up to the level for the last month of the full 12-month year prior to the implementation year. If the basis on which the relevant index is calculated changes materially or, if such index ceases to be published, AIA will substitute it with another index, which produces a result, which is closest to that which the previous index would have produced.

"Applicable Laws" means the laws of the Hellenic Republic and the European Union (including, without limitation, all Regulations, Directives, statutes and codes);

"Building(s)" means any Airport building or part thereof that is used for the purposes of this Agreement;

"Business Day" means a day on which licensed banks are open for normal banking commercial business in Greece;

"CAA" or "HCAA" has the meaning of the Hellenic Civil Aviation Authority or any successors thereof in respect of any of its activities, and to the extent the CAA may not be authorised for any purpose, shall be deemed also to include a reference to the Minister of Transport and Communications or any other Person appropriately authorised by the Minister of Transport and Communications;

"Clause" means a clause of this Agreement;

"Customer" or Party means ".....";

"Data" means a representation of facts, concepts or instructions in a formalized manner suitable for communication, interpretation or processing by human beings or by automatic means;

"Disaster" means an incident or event whether anticipated or not, which disrupts the normal course of operations thus materially impacting the Primary

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site;

"€STR" means the wholesale euro unsecured overnight borrowing costs of banks located in the euro area and is calculated and published by the European Central Bank daily. If at any time €STR is less than zero, then €STR will be deemed to be zero under the present Agreement.

"EURO" means the legal currency of European Union States and the unit of accounting for all transactions in this Agreement.

"Force Majeure" means only:

- (a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Hellenic Republic;
- (b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within the Hellenic Republic;
- (c) nuclear explosion, radioactive or chemical contamination or ionizing radiation, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Airport Site by the Customer or any Affiliate of the Customer or any contractor or sub-contractor of the Customer or any such Affiliate or any of their respective employees, servants or agents;
- (d) strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political;
- (e) action of air traffic controllers controlling air space over the Hellenic Republic;
- (f) any effect of the natural elements, including lightning, fire, earthquake, tidal wave, flood, storm, cyclone, typhoon, hurricane or tornado;
- (g) explosion (other than a nuclear explosion or an explosion resulting from an act of war);
- (h) epidemic or plague;

or any event or circumstance of a nature analogous to any of (f), (g) or (h) above.

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"General Data Protection Regulation" or **"GDPR"** means EU Regulation 2106/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"GDPR Implementation Date" means May 25th, 2018, the date on which the provisions of GDPR became enforceable.

"Information" is the meaning assigned to Data by means of conventions applied to that Data;

"Lease/Concession Agreement" or **"Lease"** means the Agreement entered by AIA (Lessor) and the 3rd party (Lessee) regarding the leased premises occupied and used by the Lessee at the Airport.

"Person" has the meaning given to it in Article 1.1 of the ADA;

"Term" means, subject to any earlier determination thereof in accordance with this Agreement, the period beginning and expiring on the dates defined in clause 3.1. and any period for which this Agreement may be extended in accordance with clause 3;

"Termination Date" means the date that any termination of this Agreement takes effect;

"Value Added Tax" means the applicable value added tax (VAT) chargeable in relation to the goods or services supplied or any replacement thereof from time to time;

1.2 CONSTRUCTION AND INTERPRETATION

1.2.1 Language

This Agreement has been negotiated and executed in the English language. In the event of any translation into any other language, this Agreement shall continue to be construed and interpreted according to the English language version, which shall therefore prevail in the event of any conflict. All communication between AIA and the Customer will be performed in the English language. In addition, all documentation will be in the English language. In case

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that the documentation required is in another language, the Customer should provide this in the English language.

1.2.2 Headings

The headings used in this Agreement are for convenience only and shall not affect the construction of it.

1.2.3 Annexes

Expressions defined in any Annex hereto shall have the same meanings in the remainder of this Agreement including other Annexes unless the context otherwise requires.

1.2.4 Gender

Words or expressions referred to in the masculine shall apply equally to the feminine.

1.2.5 Singular and Plural

Except where the context otherwise requires, words or expressions denoting the singular number only shall include the plural and vice versa.

1.2.6 Amendments

No amendment or modification of or addition to this Agreement shall be effective unless made in writing and signed by both the Airport Company and the Customer.

1.2.7 Waivers

No waiver of any of the terms of this Agreement shall be effective unless notified by one Party to the other in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

1.2.8 Severability

If any term of this Agreement or its application to any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that term to other circumstances shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

1.2.9 Statutes

Any reference in this Agreement to any statute, regulation, by-laws, direction, guideline, recommendation or other provision (by whatever name called), or to any section, article, paragraph or other part of any of the foregoing, shall be deemed to be a reference to the same as for the time being amended, modified, added to or re-enacted.

2. COMMUNICATION

The Parties appoint the following representatives with regard to all issues relating to this Agreement. Any official communication regarding the execution of the Agreement must be exchanged in writing in the English language between the representatives of the Parties and shall not be unreasonably withheld or delayed.

AIA appoints as its representative:

Mr,.....

Tel.....

Fax....., mail.....

The Customer appoints as its representative:

Mr.....

3. TERM, TERMINATION, Value

3.1 Term - Termination

The Term of the present Agreement, unless terminated earlier pursuant to the provisions of this Agreement or otherwise agreed upon in writing between the Parties, is set in force when Customer's Lease and/or Concession Agreement is signed and terminated when the said Agreement is expired. Upon termination of the present Agreement, AIA shall cease the provision of all the Services.

3.2 Value

The present Agreement's value is updated on a regular basis depending on Customer needs and/or additional requirements.

4. CONFIDENTIALITY

Ownership of any Confidential Information and/or Data provided by one Party to the other shall remain with the Party providing the Confidential Information and/or Data.

"Confidential Information and/or Data" is all Information and/or Data relevant or irrelevant to the Purpose of this Agreement (i) identified in any form whatsoever including verbal, written, visual, auditory, electronic or other form by the Disclosing Party, as confidential, a trade secret or proprietary information, or (ii) the Receiving Party knows or has reason to believe or should know by its nature that it is confidential, a trade secret or proprietary information of the Disclosing Party.

The Confidential Information and/or Data furnished by one Party (hereinafter referred to as "the Disclosing Party") to the other (hereinafter referred to as "the Receiving Party") shall be kept confidential by the Receiving Party and shall be used only for the purpose for which it is provided and may not be used for any other purposes without the prior written consent of the Disclosing Party, unless, and to the extent that, such disclosure:

- is reasonably required for the exercise or performance by either Party of its obligations under this Agreement;
- is required by law or by a competent legal authority having appropriate jurisdiction, pursuant to the requirement of a Government agency or order of the Court or requirement of any stock exchange with which the Receiving Party is bound to comply, provided that, where possible, the Receiving Party shall provide the Disclosing Party (i) prior written notice of such obligation and (ii) the opportunity to oppose such disclosure or obtain a protective order.
- is rightfully in the possession of the Receiving Party prior to receipt from the Disclosing Party, or is already known to the Receiving Party prior to receipt from the Disclosing Party;
- is or has been developed independently by the Receiving Party without use of the Confidential Information and/or Data and such independent development can be shown by documentary or other equivalent evidence;

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- or relates to Information which is already in the public domain, other than as a result of breach of this clause by the Party seeking to make such disclosure.

The Receiving Party shall restrict Confidential Information and/or Data to itself, or to its Affiliates, and their respective directors, officers, employees and subcontractors who have a need to have access to the Confidential Information and/or Data solely for the purpose of the execution of this Agreement. Disclosure of the Confidential Information and/or Data to a third party (other than Affiliates and professional advisers) by the Receiving Party shall only be made with the written consent of the Disclosing Party. It shall be a pre-condition of disclosure to any third party that the third party accepts similar obligations of confidentiality to those contained in this clause. The Receiving Party shall ensure that the Affiliates, directors, officers, employees, subcontractors and professional advisers and other persons to which it makes the Confidential Information and/or Data available shall comply with the terms of this clause as if it were the Receiving Party. Each Party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorised disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care.

Each Party shall retain all right, title and interest to such Party's Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the disclosure of the Confidential Information and/or Data.

Confidential Information and/or Data are provided "as is" with all faults. In no event shall the Disclosing party be liable for the accuracy or completeness of the Confidential Information or Data.

Both Parties shall maintain all Confidential Information and/or Data in strict confidence and shall neither use, copy or disclose, nor permit any personnel to use, copy or disclose, the Confidential Information and/or Data for any purpose not specifically authorized under this clause.

The Disclosing Party may at any time require that the Receiving Party returns all Confidential Information and/or Data and together with all copies thereof. The

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Receiving Party shall be entitled, on receipt of such a request to destroy all Confidential Information and/or Data rather than provide it to the Disclosing Party. If it shall so elect the Receiving Party shall cause all such Confidential Information and/or Data to be completely destroyed and shall provide a statutory declaration signed by a director or the president of the Receiving Party that the Confidential Information and/or Data has been completely destroyed and no copies or extracts retained.

The Parties shall make no announcement or press release relating to the existence or the content of the present agreement or of any other agreement between them, nor of the information which is provided during this agreement and the relevant discussions without the prior written consent of the other. It is acknowledged that such an announcement may be required subject to the provisions set out herein above.

The Confidential Information and/or Data to which AIA will have access, may potentially contain personal data on the Customer's clients. For this reason its transmission, notice, or acknowledgement from AIA to a third party other than the subcontractor is strictly forbidden. Exceptionally, if and only if it is necessary for the execution of the present agreement employees of AIA may have access to the above Confidential Information and/or Data, strictly on condition that the employees:

- provide sufficient evidence of technical knowledge and personal integrity for the observance of the privacy;
- perform under the direct supervision of the legal representative of **AIA** or its authorized person;
- have been informed and bound previously regarding the confidentiality of the elements in question and their obligation to apply the provisions of the European Regulation 2016/679 (GDPR) as it is valid every time;
- have civil and penal responsibility for the infringement of any obligations which derive from the provisions of the European Regulation 2016/679 (GDPR) or any other law that may replace the former and will concern the protection of personal data.

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The Parties shall comply with and be responsible for their respective obligations to applicable data protection laws and regulations in the European Union and the Hellenic Republic in connection with this Agreement.

The above Confidential Information and/or Data will be handled by AIA if and to the extent of this being necessary for the execution of the present clause.

The existence, the content of the present clause, the information which is provided during this Agreement as well as the conversations related to it are confidential may not be disclosed to any third party without a previous written consent of the other party.

Any threatened or actual breach of the obligations as defined within this clause will result in its termination as per the provisions of clause 11 hereof.

The termination of this Agreement does not relieve either Party of the obligations imposed upon it by this clause with respect to Confidential Information and/or Data disclosed or obtained prior to such termination.

Each Party expressly acknowledges and agrees that damages may not be an adequate remedy for breach of this clause and that an aggrieved party is therefore entitled to seek the remedies of injunction, specific performance or other equitable relief, for any threatened or actual breach of this clause by other Party, as per the provisions of Applicable Laws.

The obligations contained in this clause shall bind the Parties also after the termination for any reason whatsoever for a period of three (3) years.

5. Unauthorised Acts

Each Party will:

- (i) notify the other Party promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any Person that may become known to such Party;
- (ii) promptly furnish to the other Party details of the unauthorised possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the other Party in investigating or preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;

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- (iii) use reasonable efforts to cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its proprietary rights; and
 - (iv) promptly use reasonable efforts to prevent a recurrence of any such unauthorised possession, use or knowledge of Confidential Information.

6. Scope

The Information Technology & Telecommunications (IT&T) of Athens International Airport is the infrastructure owner, operator and integrator providing reliable, state-of-the-art, cost-effective and innovative services to its customers.

Being the sole licensed by EETT (Hellenic Telecommunications & Post Commission) Provider, within the Airport fence, IT&T offers services to the airport community (airlines, handlers, passengers, concessionaires, authorities etc.), as well as consulting and integrated services to customers in the Greek and international aviation and ICT industry.

AIA IT&T Unit is EN ISO 9001:2008 certified for the "Provision of Information Technology Services with respect to Planning, Project Management, Business Development, Applications Services, Data Center Services" and Infrastructure & Operations Services.

AIA IT&T Unit is also ISO/IEC 20000-1: 2011 certified for the "Provision of Information Technology Services to Internal and External customers» as per the Service Catalogue.

The Information Technology & Telecommunication Business Unit (IT&T BU), of the Athens International Airport, having capitalized its successful experience over the years, as a trustworthy infrastructure owner, operator, system integrator and digital services provider has acquired an in depth understanding of the Airports' Business needs, so as to fulfil their Corporate Targets and Strategy from an ICT (Information Communication Technology) perspective.

In this Context, IT&T BU offers, a wide range of services spread from reliable and cost-effective ICT & digital solutions related to consultations and integrated services to master planning, designing and full commissioning and deployment.

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Therefore, and as per the terms of the present Agreement AIA's IT&T BU undertakes the obligation and has the responsibility for the provision of the Services included in the IT&T Products and Services (ANNEX F).

Specific services are provided under specific terms as per ANNEX D, while any tailor-made solution is provided through a solution design and proposal-based process.

IT&T Products and Services (ANNEX F) is continuously updated and the most updated version is always accessible at [IT&T Service Catalogue \(aia.gr\)](http://aia.gr)

7. FINANCIAL TERMS

7.1 The invoices will be issued in one itemized bill from AIA on a monthly basis;

7.2 All relevant invoices will be issued and sent to the Customer by electronic means at the email addresses indicated by the Customer.

7.3 All the invoices shall be paid within seven (7) calendar days after the invoice issuance;

7.4 In case the invoices are not paid within seven (7) calendar days after the invoices' issuance, AIA may charge default interest in respect of any sums properly charged by AIA, but not paid by the Customer by the due date for payment of invoices, such interest to be calculated from the due date of each unpaid invoice and until the date that payment is made, at the Agreement Rate of Interest plus 1%. ;

7.5 AIA reserves the right to change the pricelist at any time, without a prior notice;

7.6 AIA reserves the right to terminate the provision of IT&T services, upon prior written notice, in case of non-payment of the invoices;

7.7 Any statement of dispute to AIA regarding the above-mentioned applied fees, including respective justification, may be submitted in written the latest within three (3) months from the date of the invoice' s issuance. In the absence of any written statement of disagreement within the prescribed time limit, the amounts specified in the relevant invoice shall be considered as approved and unconditionally accepted. The Airport

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Company will respond to any statement of disagreement within thirty (30) days after the receipt of the statement. Any dispute or claim shall not suspend the fulfilment of the obligations of the Customer and AIA;

7.8 The Customer acknowledges and accepts today the following assignment and states that it shall comply with the payment direction set to below:

«AIA/ The Airport Company has or, as the case may be, will assign all its claims arising under this Agreement (the "Assignment") and in particular any and all payments to be made by the Customer hereunder to the AIA:

1. to the European Investment Bank (EIB) as first ranking lender under a EUR 997,019,168.33 loan agreement with AIA dated 14.6.1996 (the "EIB Loan Agreement") as amended and restated according to the Supplemental Agreements dated 19th December 2008, 18th December 2018, 19th February 2019, 31st October 2019 and 23rd July 2020;

2. to the Piraeus Bank (in its capacity as 2L Bondholder Agent) as second ranking lender in relation to the EIB Loan Agreement under an up to EUR 665,600,000 2L Bond loan agreement with AIA dated 18.12.2018 ("the 2L Bond Loan"), pursuant to the provisions of laws 3156/2003 and 2190/1920 (and as of 01.01.2019 of law N.4548/2018), as amended and restated on 19th February 2019, 31st October 2019, 19th June 2020 and 23rd July 2020;

3. to the Piraeus Bank (in its capacity as Capex Bondholder Agent) as second ranking lender in relation to the EIB Loan Agreement and pari-passu with the liabilities arising out of the "2L Bond Loan" under an up to EUR 100,000,000 Capex Bond loan agreement with AIA dated 31.10.2019 ("the Capex Bond Loan"), pursuant to the provisions of laws 3156/2003 and 4548/2018 as amended on 19th June 2020 and as further amended and restated and 23rd July 2020;

4. to the Piraeus Bank (in its capacity as Other Purposes Debt Bondholder Agent) as second ranking lender in relation to the EIB Loan Agreement and pari-passu with the liabilities arising out of the "2L Bond Loan" and "Capex Bond Loan" under an up to EUR 140,000,000 Other Purposes Bond Loan agreement with AIA dated 23.07.2020 ("the Other Purposes Bond Loan"), pursuant to the provisions of laws 3156/2003 and 4548/2018.

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The Assignment has or, as the case may be, will be effected as security for the EIB Loan Agreement and in the ranking stipulated above as a security for the 2L Bond Loan, the Capex Bond Loan and the Other Purposes Bond Loan. Whilst the Assignment is in force, the Customer shall from the date of the signing of this Agreement effect any payment of any nature to AIA arising in respect of this Agreement to the following proceeds accounts:

- a. no. 109126 EUR 281101 (IBAN: GR04 0720 5650 109126 EUR 281101) of AIA with UniCredit Bank AG, Athens Branch,
- b. no. 002-123347-147 (IBAN: GR5907100020000002123347147) of AIA with HSBC Continental Europe, Greece
- c. no. 101-00-232000-6859 (IBAN: GR42 0140 1010 1010 0232 000 6859) of AIA with Alpha Bank, Athens Branch,
- d. no. 0026.0025.42.0201207718 (IBAN: GR07 0260 0250 0004 2020 1207 718) of AIA with Eurobank, Athens Branch,
- e. no. 080-508-287-09 (IBAN: GR48 0110 0800 0000 0805 0828 709) of the AIA with the National Bank of Greece, Athens Branch,

unless EIB shall direct the Customer to make any such payments to another account than those set out hereunder".

8. General Terms

8.1 In case the Customer wishes a service out of AIA's IT&T Products and Services further approval is needed by AIA. For any such service or for any service that is not included in the abovementioned IT&T Products and Services Catalogue the Customer should contact the IT&T Account Manager (Business Relationship Officer).

8.2 Particularly for the installation of his own radio equipment for facilitating his operations at the Airport (e.g. DECT equipment, Wi Fi equipment), a prior written approval by AIA should be obtained in order to avoid any interference in the proper administration of the Airport's radio frequencies. In case of a post mortem complaint related to interference caused by the

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Customer's radio communication, AIA reserves the right to demand conversion, repair or removal of the radio installation at the expense of the Customer.

- 8.3** In case of any additional need related to indoor GSM coverage the technical solution shall be provided by the GSM carrier driven by AIA's IT&T BU.
- 8.4** The outdoor wireless coverage is explicitly responsibility of AIA's IT&T Department. Particularly for the Customers located within AIA Premises any installation of telecommunication equipment and infrastructure (passive or active) is strictly prohibited;
- 8.5** In order to ensure the availability, security and integrity of the services provided by AIA IT&T Unit, over the airport's campus network, the connection of any customer owned / third party's layer-two network and VoIP equipment (e.g. switches, hubs IP phones, access points, voice gateways) to AIA's IT&T backbone is strictly prohibited;
- 8.6** AIA reserves the right to perform ad-hoc surveys at Customer's premises in order to check the compliance with AIA regulations and terms. In case of non-compliance, the Customer is obliged to remove the relevant equipment within a period of twenty (20) calendar days at his expenses;
- 8.7** AIA is in no case liable for any indirect, consequential, punitive or other special damages, including, but not limited to, lost profits on behalf of the Customer, as a result of the rendered services;
- 8.8** In order to deactivate any of the provided IT&T services, or to order and activate any new service the Customer should contact the IT&T Service Desk at +30 21035 38888, e-mail: ITTServiceDesk@aia.gr
- 8.9** IT&T services will be provided until the date of Customer's formal request for deactivation. All charges deriving from the provision of IT&T services until such date as above will be invoiced by AIA and shall be due and payable by the Customer.

9. FORCE MAJEURE

9.1 Exclusion of Liability

Neither the Airport Company, nor the Customer shall be liable for any failure to observe or perform, or continue observance or performance of, any of its obligations or liabilities under this Agreement during the Term (other than for any obligation to pay any sum of money) to the extent that, and for so long as, such observance or performance is directly prevented by an event of Force Majeure provided that:

- a. the Party seeking to claim Force Majeure must give to the other such Party immediate written notice of the occurrence of such an event with details of the event concerned, the extent of the prevention to which it gives rise, and any information then available as to its likely duration;
- b. in order that a claim of Force Majeure can be considered and accepted as such by the other Party, the Party claiming Force Majeure shall prove the event by documented evidence, as well as that the event is in direct relationship with the delay in performing or continuing the performance of its obligations and that the delay is caused by the occurrence of such event; and
- c. if the other Party wishes to dispute the validity of a claim which has been notified under this clause, it will give written notice of the dispute to the Party making the claim within four weeks of the date of the notice of claim stating the grounds on which such claim is disputed.
- d. Causes of Force Majeure are acceptable only as causes for delay and not as a basis for compensation. The Customer is not entitled to claim from the Airport Company for any expense and/or charges it may have suffered as the result of a Force Majeure event.

9.2 Continuing Obligations

The Customer shall remain liable for any failure to perform or continue observance or performance of its obligations to pay all Fees and other outgoings as provided in Clause 7;

and

AIA shall remain liable for any failure to perform or continue observance or performance of its obligations to provide the Services as described in this

Agreement – clause 6 to the extent reasonably practicable having regard to the event of Force Majeure.

9.3 Information and Action

The Party giving the notice shall at all times thereafter keep the other Party fully informed and at its own cost and expense take all action and do all things as are within its reasonable control with a view to the cessation or removal, or the reduction to the maximum extent, (in each case as soon as possible) of the prevention of observance or performance concerned.

9.4 Cessation of Force Majeure Event

9.5 Immediately upon any such cessation, removal or reduction (whether or not because of action taken by the Party which gave the notice), that Party shall give a further written notice to the other such Party to that effect and forthwith thereafter that Party shall observe or perform, or resume observance or performance of, (but in the case of any such reduction only to the extent thereof) the obligation and/or liability under this Agreement whose observance or performance was previously prevented by the relevant event of Force Majeure.

9.6 Limit on Relief

Notwithstanding any other provision of Applicable Laws, except as specifically provided to the contrary in this Agreement, none of the Parties shall be relieved of any of its obligations under this Agreement by reason of impossibility of performance or any circumstances whatsoever outside its control

10 AIA'S RESPONSIBILITIES

AIA warrants the careful, competent and timely performance and completion of the Services.

11 CUSTOMER'S RESPONSIBILITIES

The Customer shall pay all relevant Fees and according to the relevant terms as explicitly defined in clause 7.

The Customer acknowledges that the timely provision of access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, etc. towards AIA, are essential to the performance of any services as set forth in this

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Agreement. AIA will not be responsible for any deficiency in performing the Services if such deficiency results from the Customer's failure to provide full cooperation;

Any facilities (premises) requested by the Customer shall be provided upon availability by AIA, at standard airport terms and a Lease Agreement shall be signed between the Customer and AIA. As per the ADA relevant provisions, the Lease Agreement is enforceable deed vested in the form of a Notarial Deed and the respective Notarial fees shall be borne by the Customer.

All Utilities provision (electricity, water) is subject to the signature of a relevant standard Utilities Agreement.

12 INDEMNIFICATION

12.1 Indemnification by AIA

Subject to the limitations on and exclusions of liability set out in clause 9.1. AIA will indemnify, defend and hold harmless Customer, its affiliates and their respective employees, principals (partners, shareholders or other holders of an ownership interest, as the case may be) and agents (each a "Customer Indemnified Party") from and against any and all third party claims, actions or demands against a Customer Indemnified Party, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action or demand arises from any of the following:

- a) the death of or bodily injury to any employee of Customer or any Customer Affiliate (or their respective subcontractors) to the extent directly caused by the negligence or willful misconduct of AIA or any of its affiliates;
- b) the loss of or damage to the real or tangible personal property (whether owned or leased) of Customer, any Customer Affiliate or any of their respective employees or subcontractors to the extent directly caused by the negligence or willful misconduct of AIA or any AIA Affiliate;
- c) the failure of AIA to perform any of its obligations under any license, lease or other agreement between AIA and a third party, after assignment to or assumption by AIA if applicable;
- d) AIA's provision of any services to any third party from the same facilities from which the Services are provided to Customer;

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- e) AIA's failure to obtain any consents with regards to AIA third party agreements, including licenses, for which AIA is responsible pursuant to the provisions of this Agreement;
 - f) AIA's failure to pay any utilities fees for which AIA is responsible.

12.2 Indemnification by Customer

Subject to the limitations on and exclusions of liability set out in clause 9.1, Customer will indemnify, defend and hold harmless AIA, its affiliates and their respective employees, principals (partners, shareholders or other holders of an ownership interest, as the case may be) and agents (each an "AIA Indemnified Party") from and against any and all third party claims, actions or demands against an AIA Indemnified Party, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action or demand arises from any of the following:

- (a) the death of or bodily injury to any employee of AIA or any AIA Affiliate (or their respective subcontractors) to the extent directly caused by the negligence or wilful misconduct of Customer or any of its affiliates;
- (b) the loss of or damage to the real or tangible personal property (whether owned or leased) of AIA, any of its affiliates or any of their respective employees or subcontractors to the extent directly caused by the negligence or willful misconduct of Customer or any of its affiliates;
- (c) Customer's failure to obtain any consents with regards to Customer's third party agreements, including licenses, for which Customer is responsible pursuant to the provisions of this Agreement.

12.3 Infringement Indemnity

- (a) AIA will indemnify, defend and hold harmless Customer, any of its affiliates and their respective employees, principals (partners, shareholders or other holders of an ownership interest, as the case may be) and agents (each a "Customer Indemnified Party") from and against any and all third party claims, actions or demands against a Customer Indemnified Party, to the

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extent that such claim, action or demand arises from any of the following: that any of AIA's work product, deliverables or AIA Software (or the access or other rights thereto) provided by AIA to Customer pursuant to this Agreement (i) infringes a copyright held by that third party; (ii) infringes that third party's patent existing as at the date of the delivery of such work product, deliverable or AIA Software giving rise to the third party claim or (iii) constitutes misappropriation or unlawful disclosure or use of that third-party's trade secrets (collectively, "Infringement Claims").

- (b) Customer will indemnify, defend and hold harmless AIA, any AIA Affiliates and their respective employees, principals (partners, shareholders or other holders of an ownership interest, as the case may be) and agents (each an "AIA Indemnified Party") from and against any and all third party claims, actions or demands against an AIA Indemnified Party, to the extent that such claim, action or demand arises from any of the following: that any equipment, software (including Customer-Owned Software), information or other resources or items (or the access or other rights thereto) provided by Customer to AIA pursuant to this Agreement (i) infringes a copyright held by that third party; (ii) infringes that third party's patent existing as of the date of the provision to AIA of the item giving rise to the third party claim; or (iii) constitutes misappropriation or unlawful disclosure or use of a third party's trade secrets.
- (c) Notwithstanding anything to the contrary herein, AIA will have no liability to any Customer Indemnified Party and Customer will have no liability to any AIA Indemnified Party (each Customer Indemnified Party and each AIA Indemnified Party being an "Indemnitee") under this clause 6 to the extent that the Infringement Claim is based upon: (i) modifications to any item made by or on behalf of the Indemnitee in a manner that causes the infringement; (ii) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the Parties given the intended use of the item; or (iii) the failure of a Party to use corrections or enhancements to such deliverables that are made available by the other Party.

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- (d) If any deliverable or software provided by a Party hereunder is, or in such Party's reasonable judgment is likely to become, the subject of an Infringement Claim, the providing Party, at its expense and in addition to defending the claim and paying damages as required by (a) or (b) above, will use reasonable efforts to procure for the other Party the right to use and continue using such deliverable or software or replace it with a non-infringing equivalent or modify it to make its use hereunder non-infringing, provided that such replacement or modification does not result in a degradation of the performance or quality of the deliverable.

12.4 Indemnification Procedures

The following procedures will apply with respect to indemnification for third-party claims arising in connection with this Agreement:

- (a) Promptly after receipt by an Indemnitee of written notice of the assertion or the commencement of any claim, demand, action, cause of action or other proceeding by a third party, whether by legal process or otherwise (a "Claim"), with respect to any matter within the scope of clause 6, the Indemnitee will give written notice thereof to the Party from whom indemnification is sought pursuant hereto (the "Indemnitor") and will thereafter keep the Indemnitor reasonably informed with respect thereto; provided, however, that the failure of the Indemnitee to give the Indemnitor such prompt written notice will not relieve the Indemnitor of its obligations hereunder except to the extent such failure results in prejudice to Indemnitor's defense of such Claim.
- (b) If the Indemnitor fails to assume the defense of any such Claim within a reasonable amount of time, then the Indemnitee may assume the defense of any such Claim at the cost and expense of the Indemnitor. The Indemnitor will not be responsible for any settlement or compromise made without its consent, unless the Indemnitee has tendered notice and the Indemnitor has then failed to assume and defend the claim and it is later determined that the Indemnitor was liable to assume and defend the claim. The Indemnitor will reimburse the Indemnitee for its costs and

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expenses incurred as a result of Indemnitor's failure to assume the defense of such Claim.

- (c) The Indemnitee will provide reasonable assistance to the Indemnitor (at the Indemnitor's expense), including reasonable assistance from the Indemnitor's employees, agents, independent contractors and Affiliates, as applicable. Notwithstanding any provision of this clause 6 to the contrary, the Indemnitor will not consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting the Indemnitee without the prior written consent of the Indemnitee, which consent will not be unreasonably withheld or delayed.

13 LIABILITY

13.1 Direct Damages

Should either Party be held liable to compensate the other, under any provision of this Agreement other than the Party's obligations of indemnification for any action or omission, exclusively attributable to it, it is hereby mutually agreed and unconditionally accepted, that each Party's liability will be limited only to any direct and actual damages. Each Party will not be liable for any indirect, consequential, punitive or other special damages, including, but not limited to, lost profits.

13.2 Limitation of Liability

Subject to clause 12.4, each Party's liability in any case will be limited up to the amount of 100% of the contract value.

13.3 Exclusions from Limitations of Liability

The liability limitation described in clause 13.2 above will not apply to: (i) either Party's gross negligence causing real or tangible property damage; (ii) either Party's negligence causing death or bodily injury; (iii) the Intellectual Property infringement indemnities set out in clause 12.3; (iv) fraud; (v) wilful misconduct; (vi) breaches related to data protection per clause 5; and (vii) the indemnities set out in clauses 12.1 and 12.2.

In addition to the above, the Airport Company is exonerated of any and all liability for any such damages incurred as a result of the Airport Company's compliance with Applicable Laws or the ADA or for reasons of safety, security, hygiene or

emergencies, or with directions of the Greek State (either acting as a single entity, or through any State Authority) or the CAA in exercise of their rights pursuant to Articles of the ADA.

14 MEDIATION

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Hellenic Republic.

Every effort will be made so that any controversy or claim calling hereinafter «the Dispute» arising out of between the Parties or in connection with this Agreement will be resolved in an amicable manner.

In the event that a Dispute remains unresolved within fifteen (15) days from the day the Dispute has been notified in writing and despite good faith efforts of the Parties, the Contracting Parties are obliged to submit the Dispute to Mediation. The Mediation shall be conducted in Greek, unless the Contracting Parties agree mutually otherwise in writing.

The Mediation shall be conducted by and in accordance with the Greek Law including Law 4640/2019 as well as the Mediation Rules of the EODID Athens Mediation and Arbitration Organization («EODID») at its premises at Athens Greece (tel. +30 210 3678910), Nomiki Vivliothiki, Mavromixali street 23. The Mediator shall be agreed by the Parties and if the Parties cannot agree on a Mediator, he/she shall be appointed by the aforementioned EODID.

If the Parties reach an agreement on the resolution of the Dispute or if such a resolution is not possible, Mediation Minutes of Meeting shall be set out in writing in accordance with the provisions of the aforementioned Law. The fees and expenses of the Mediator shall be borne equally by the Parties.

In case of a non resolution of the Dispute each of the Parties hereby has the right to submit the Dispute to the Courts of Athens for its resolution, which shall have exclusive jurisdiction to hear and settle any Dispute in accordance with the laws of the Hellenic Republic.

In the event of any Dispute the Contracting Parties are not released from their remaining responsibilities and obligations arising from the Agreement.

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These clauses shall remain in full force and produce its legal effect after the termination or expiry of the Agreement and irrespectively of the validity of this Agreement until all the potential Disputes have been finally settled. and without time limitations.

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This Agreement is drawn up in two (2) original copies, one (1) for the Airport Company and one (1) for the Customer which were signed after being read by the parties.

On behalf of the Airport Company

On behalf of the Customer

Mr. Alexandros Ziomas

Mr.

Director, IT&T BU

Annex A - Acceptable Use Policy

1. Purpose

Athens International Airport S.A.

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This document is an Athens International Airport's (AIA) policy and sets out the permitted and non-permitted uses and activities of the users of AIA's information technology and communications systems.

The purpose is to assure that the users shall not exploit the access granted to them under the Logical Access Policy POLICY-ITT004* in computers, applications and all networks.

Additionally, the purpose hereof is to distinguish the various rights and obligations the users have depending on the user category in which they belong.

2. Scope

This policy is of universal application, i.e. it applies to all AIA employees, as well as to all associates, subcontractors, concessionaires, consultants, suppliers, clients and, in general, to all natural persons and legal entities using and/or accessing AIA's information and information technology and communications systems.

The breach of the principles of this policy may have serious negative business impact on AIA and its smooth operation as well as other legal and financial consequences.

3. Definitions and Abbreviations

The following terms and abbreviations are used in this policy:

AIA: Athens International Airport S.A.

Information Asset: A body of information that is of value for the Company (i.e. data, documents, systems & resources etc.).

Electronic File: An autonomous logical entity, compiling information in electronic format.

Communication: Electronic Communication as such is set out by the applicable legislation

Information Technology and Telecommunications Systems (IT&T systems): All information resources, devices and software related to telephony, wireless and wired circuits and networks, terminal equipment, computers etc., as well as AIA's systems or terminals used in the implementation of works on communication data, e.g. the collection, recording, organization, keeping or storing, modification, export, use, transfer, dissemination or the, in any other

format, distribution, correlation, interface, locking, deletion or destruction of communication data.

User: This role may be assigned to temporary AIA employees, external consultants, as well as to third companies' personnel members that have signed a cooperation agreement with AIA. Anyone, who is using and/or accessing AIA's information and information technology and communications systems. Pursuant to the aforementioned definition, all users are obliged to apply this Policy, as well as all other Policies arising out of this one. In this case, an agreement needs to be signed, ensuring compliance with AIA's policies and procedures.

Access Supervisor (Business Owner): Sets out the type of users' access to the systems.

System Administrator: A User with privileged rights, who has been entrusted with the administration of an information technology or communication system of AIA.

System Supervisor An AIA employee assigned with the supervision and operational responsibility for the proper operation and management of an information or communication system of AIA. Such employee shall be responsible for the classification of the system in one of the categories of AIA's Information Classification Policy. She/He shall also be responsible for the application of the Access Policy and shall implement the decisions of the Access Supervisor to such system.

Service Owner: AIA employees or subcontractors of the IT&T Business Unit responsible for the delivery of the service within the defined Service Level

Backup Administrator: The person determining who has access to the backups as well as when to take backups and for which data, always in consultation with the Access Supervisor.

4. Policy

4.1 General Principles

4.1.1 This Policy sets out the general principles and determines the roles and responsibilities of the persons administering or accessing AIA's or hosted in AIA information and information technology and communications systems.

4.1.2 The Acceptable or Appropriate Use Policy describes the permitted and non-permitted uses and activities of the users and Administrators of AIA's information technology and communications systems.

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4.1.3 The Acceptable or Appropriate Use Policy constitutes an integral part of the Security Policy for Ensuring the Privacy POLICY-ITT002.

4.1.4 The purpose is to assure that the users shall not exploit the access granted to them under the Logical Access Policy POLICY-ITT004 in computers, applications and all communication networks, in order to proceed to actions in breach of any law of the state.

4.1.5 AIA's policy is to grant access to systems and information to the Administrator, only in case the Administrator is aware and has accepted the Acceptable Use Policy POLICY-ITT003. This is demonstrated either by a written statement of the Administrator which bears an original signature, or if the Administrator has completed the corresponding field in the relevant form of acceptance, in case the Acceptable Use Policy POLICY-ITT003 is submitted electronically.

4.1.6 AIA's policy is to grant access to systems and information to the Users, only in case the Users are aware and have accepted the Security Policy for Ensuring the Privacy Policy POLICY-ITT002 and the Acceptable Use Policy POLICY-ITT003. This is demonstrated either by a written statement of the User which bears an original signature, or if the User has completed the corresponding field in the relevant form of acceptance, in case the Security Policy for Ensuring the Privacy Policy POLICY-ITT002 and the Acceptable Use Policy POLICY-ITT003 are submitted electronically.

4.1.7 AIA's policy is to grant access to systems (Logical & Remote Access) and information to the external partners, only in case the external partners are aware and have accepted the Security Policy for Ensuring the Privacy POLICY-ITT002 and the Acceptable Use Policy POLICY-ITT003. This is demonstrated by the signing of the Third Parties Access Policy POLICY-ITT011 (Declaration of Acceptance of AIA's Security Policy for Ensuring Privacy)

4.1.8 AIA shall inform and educate electronically (via email) its employees and partners on the implementation of Security Policy for Ensuring the Privacy POLICY-ITT002 and its amendments.

4.1.9 All AIA users must comprehend the need to protect AIA's information and systems and to carry out their daily activities in compliance with the Information Security Policies, the practices, standards, relevant procedures and security work instructions.

4.1.10 AIA shall activate the Information Security Incidents Management Policy POLICY-ITT015 for each breach of the contractual terms of this policy.

4.2 Rights and Obligations of the User

4.2.1 All users must:

(a) Take all appropriate measures to secure their information assets and the privacy of their communications and personal data.

(b) Keep secret and protect their access codes (e.g. Username).

(c) Keep secret and protect their secret codes (e.g. password, PIN, Multi Factor Authentication)

(d) Lock or disable the terminal devices, such as computers, when moving away from them..

(e) Promptly inform the System Administrators or the ITT HELPDESK in case they become aware of any system vulnerability that may lead to compromising the privacy of communications or information of themselves or other users.

4.2.2 Systems and Information assets/resources of AIA (for example databases, architecture diagrams, mailing lists, internal software, computer documentation, etc.) must be used only for the operational purposes designated by AIA. The use of such information for any other purpose shall be permitted only following special permission granted by the designated information owner.

4.2.3 AIA's personnel must mainly use AIA's systems for carrying out AIA's operational activities. Personal use of these systems is permitted to a limited extent, and only on the condition that it does not affect their work and is not inconsistent with the provisions of AIA's Security Policy for Ensuring the Privacy POLICY-ITT002.

4.2.4 Users should be given access only to the communication data referred to themselves or that are publicly reportable under the rules of handling communication data, or for which they have been given access in accordance with Logical Access Policy POLICY-ITT004.

4.2.5 Users must not attempt to exploit potential vulnerabilities of AIA's systems, in order to obtain access to other users' information, disrupt the smooth operation of the systems, execute malicious software, perform network mapping/network scans, abuse services and attempt to bypass security mechanisms both internal and external, expose sensitive information to unauthorized users and, in general, degrade the level of system security.

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Example of acceptable use

- Internal company e-mail from an AIA employee to another AIA employee aiming at a better co-operation on issues falling under their competence.

4.3 Rights and Obligations of User of critical Resource

4.3.1 In case of grant of rights to use critical systems or information resources (such as Personal Data or Communications Systems), the user must:

(a) be informed about the criticality of the resources.

(b) Agree to comply with the applicable legislation regarding confidentiality and personal data.

(c) Sign a special form for the Acceptable Use of Critical Systems/Resources (Declaration of Acceptance of AIA's Security Policy for Ensuring Privacy).

(d) Follow the procedures for taking data backups, Logical Access Policy POLICY-ITT004 and the Backup Policy POLICY-ITT014.

4.4 Non-Acceptable Use

4.4.1 The users may not install, use or store on their own initiative unauthorized software in AIA's information systems. There is a serious risk that the software is infected with malicious software or to be an illegal unlicensed software copy.

4.4.2 The users may not read, modify, delete or copy files belonging to another user without first seeking permission from the owner. The ability to read, modify, delete or copy files that belong to other users does not imply any license to carry out such activities, unless a relevant permission has been explicitly granted.

4.4.3 The users should not obtain access, use or modify AIA's information and communication systems without authorization. Furthermore, with regard to systems they are authorized to use, they should use them according to the access rights that have been granted by the competent System Supervisor.

4.4.4 The users must treat all kinds of software under the terms of the software license. Any use, installation, copying of software that does not comply with the license is prohibited.

4.4.5 The users must not intentionally write, produce, compile, copy, publish, perform or try to

introduce in AIA's IT&T systems a computer code designed to self-replicate, destroy or inhibit the performance of any file or information system software (in other words, malicious software). The disciplinary sanctions range from oral reprimand to dismissal, to suspension or criminal prosecution.

4.4.6 Any intentional conduct that may adversely affect the proper and continuous operation of AIA's systems or the ability of other authorized users to use the systems is strictly forbidden.

4.4.7 The users are not permitted, regardless of the level of access they have, to use AIA's information or communication systems to obtain unauthorized access to any other systems or impair, alter or impede the functions of those systems.

4.4.8 The users are explicitly prohibited to intercept or otherwise discover passwords, cryptographic keys or other access control mechanism, which could allow unauthorized access to information or communication systems of third parties.

4.4.9 The users are not allowed to connect their own equipment to the corporate network or to bypass any security mechanisms in place. Additionally, users are not allowed to bridge Wireless networks with the corporate network LAN interface.

4.4.10 The users are not allowed to carry out on their own initiative technical security audits in AIA's information systems. Moreover, even if they randomly identify a system vulnerability they must not attempt to exploit this weakness to obtain unauthorized access. In this case, the users should immediately notify AIA's ITT Helpdesk and AIA Information Security (INFOSEC@aia.gr).

4.4.11 The users are obliged to comply and adhere to good, sensible rules of Internet and e-mail use, as such are set out in the Internet Use Policy POLICY-ITT005 and the User Ethics Policy POLICY-ITT006.

4.4.12 Each use beyond the acceptable one, shall entail penalties for the end user.

4.4.13 Such penalties escalate when they concern unacceptable use of critical or sensitive information systems.

4.4.14 Such penalties are primarily administrative and are decided by the competent units of AIA. If, during the investigation of incidents of unacceptable use, along with the administrative liabilities criminal liabilities are also identified, then the competent units of AIA shall proceed to all actions dictated by the applicable legislation and may result in termination of the provided service to the user on behalf of AIA.

Example of non-acceptable use:

- Browsing in the filing system of another

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- | |
|---|
| <ul style="list-style-type: none">• user without that user's consent.• Deletion, reading, amendment of file of another user without that user's consent,• Installation of software on own initiative, downloading of freeware or unauthorized software.• Unauthorised use of encryption mechanisms.• Hosting Rogue access points• Performing software execution for identifying security vulnerabilities, network scans.• Forwarding an e-mail with abusive, racist or malicious content.• Forwarding spam mail, sexual content.• Abusing telephone, email or internet for personal use.• Telephone harassment of a third party, social engineering. |
|---|

(a) Implement the decisions of the System Supervisor and the Access Supervisor for specific systems.

(b) Report to the System Supervisor any eventual events and attempts of non-acceptable use.

5.4 *Backups Supervisor*: must determine who has access to the backups, as well as when to take backups and for which data, always in consultation with the Access Supervisor.

5.5 *User*: must explicitly follow all the rules included in this Policy, as well as the procedures of acceptable use of each system.

5.6 *ITT Helpdesk*: must promptly notify the Access Supervisor in case a user informs the Helpdesk about an event of non-acceptable use.

Information Security Incidents must be immediately reported to ITT Helpdesk and Information Security (INFOSEC@aia.gr).

5. Roles and Responsibilities

5.1 *Access Supervisor*, (Business Owner) must:

(a) Determine the kind of access of users to the systems.

(b) Set conditions for the acceptable use of AIA's systems and communicate them to the System Supervisor.

(c) Checks all users and System Supervisors'/Service Owner complaints with regard to cases of non-acceptable use.

5.2 *System Owner/Service Owner*: must:

(a) Implement the decisions of the Access Supervisor for specific systems.

(b) Report to the Access Supervisor/Business Owner its, from time to time, concerns about the assigned access rights, given that it is responsible for the access control procedure to the specific systems.

(c) Report to the Access Supervisor/Business Owner any eventual events and attempts of non-acceptable use.

5.3 *System Administrator*: must:

Annex B - Internet Use Policy

1. Purpose

This document constitutes a corporate policy and aims at setting out the rules and security requirements for using the Internet (and all related services) as a secure means of transmitting information by AIA, authorised Users. The Internet Use Policy does not cover local data protection infrastructure or AIA local networks.

2. Scope

This policy is of corporate wide application, i.e. it applies to all AIA personnel in any AIA organizational unit(business unit, department, function, etc.) as well as to all associates, subcontractors, consultants, suppliers and, in general, to all-natural persons and legal entities to whom AIA grants Internet access

3. Definitions and Abbreviations

The following terms and abbreviations are used in this policy:

AIA: Athens International Airport S.A.

User: This role may be assigned to temporary AIA employees, external consultants, as well as to third companies' personnel members that have signed a cooperation agreement with AIA. Anyone, who is using and/or accessing AIA's information and information technology and communications systems. Pursuant to the aforementioned definition, all users are obliged to apply this Policy, as well as all other Policies arising out of this one. In this case, an agreement needs to be signed, ensuring compliance with AIA's policies and procedures

4. Policy

4.1 General Principles

4.1.1 The implementation of the Internet communications in AIA includes adequate encryption methods, use of user authentication and identification and a management plan that incorporates efficient

methods for managing encryption keys and user passwords.

4.1.2 The methods of encryption, authentication and identification are quite general and open, in order to provide maximum flexibility from the user and application part, but within certain limits of security and easy management, which are set by AIA.

4.1.3 AIA uses techniques that provide the User with the opportunity to prove her/his identity and organize the data to be transmitted in such a way as to prevent the improper disclosure or modification of the data during transmission. For these reasons, AIA uses techniques that concern authentication and identification of the User, as well as encryption and data transmission techniques in order to guarantee that the data will be transferred in a secure manner and that only the authorized users will be able to access it.

The techniques for identifying AIA's user passwords provide a level of security. The difficulty of detecting such passwords by third parties, as well as their method of protection have been established through specific procedures that ensure the authentication of the user. More information on this is included in the Password POLICY-ITT008 and the Logical Access POLICY-ITT004.

AIA has set all the necessary procedures to prevent, detect and mitigate viruses/malicious payloads, ensuring the utmost protection of the entire network and the Users from emerging threats. More information on this is included in the Antimalware POLICY-ITT009. Cloud and Perimeter Security mechanisms check all incoming and outgoing traffic either clear text or encrypted to identify malicious or suspicious content, such as via internet, file transfers(file downloads), emails, including their attachments for spam, viruses, malicious communications, malicious content and for suspicious patterns and either automatically block upon identification of such threats or allow the communication/traffic. The advanced threat protection mechanisms are operating constantly, on the cloud, perimeter, internal network and endpoints and are constantly updating their security

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signatures and filters, to enable them to detect the latest threats and attack patterns. For this purpose, multi layered security mechanisms are deployed in AIA infrastructure, such software is also installed on both servers, endpoints and on other systems as part of our infrastructure.

4.2 User's Obligations

4.2.1 AIA Users must comply with the internet security rules set by AIA, following relevant information introduced in this Policy. The Users acknowledge, by accepting, their compliance in a clear, free and easily accessible way. These rules contain limitations on the material to be transmitted, and ensure non-infringement of intellectual property rights, confidentiality of corporate information, including sensitive information and unauthorized access to network resources.

4.2.2 AIA Users should not give their username and their respective passwords to other unauthorized persons, the passwords are classified as SECRET(they are personal and must never be shared with anyone), as per Information Classification Policy POLICY-ITT021.

4.2.3 AIA Users are obliged to respect the proper rules for the use of applications and services such as Internet and e-mail, as these rules are set by AIA and contain specific categories (sites) allowed to be accessed for corporate reasons. .

4.2.4 Access to the corporate electronic mail (email)system is provided to AIA Users, whose duties require it for the conduct of corporate business. Since email may be monitored, all AIA Users using corporate resources for the transmission or receipt of email shall have no expectation of privacy.

4.2.5 AIA users are obliged not to disclose material in electronic sites, newsgroups and mail lists, which is illegal or inappropriate (e.g. to send electronic junk mail or chain letters). For this purpose, they must comply with AIA's relevant code of ethics and good behavior, as set out in the User Ethics POLICY-ITT006 and the Acceptable Use POLICY-ITT003.

4.2.6 Users must comply with the way of using their e-mail, as determined by AIA.

4.3 **ACCEPTABLE USE:** AIA provides email to facilitate the conduct of corporate business. Occasionally and incidentally, personal email use shall be permitted if it does not interfere with AIA's ability to perform its business and meets the conditions outlined in official corporate

directives. However, while they remain in the system, personal messages shall be considered to be in the possession and control of AIA.

4.4 **PROHIBITED USE:** Prohibited activities when using corporate electronic mail/internet access, shall include, but not be limited to, sending or receiving the following: a) Information that violates national legislation, or corporate regulations. b) Unsolicited commercial announcements or advertising material, unless approved by AIA's Management in advance. c) Any material that may defame, libel, abuse, embarrass, tarnish, present a bad image of, or portray in false light, AIA, the recipient, the sender, or any other person. d) Pornographic, racist or offensive material, chain letters, unauthorized mass mailings, hacking tools, or malicious code.

4.5 AIA Users are not allowed to change the characteristics of software or hardware systems, or to install any programs on computers, try to bypass/circumvent such mechanisms or compromise the network that may knowingly cause damage or create excessive load on a computer system or the network infrastructure and related services.

4.6 AIA Users are refrained from using remote access tools, virtual private networks, anonymity tools, non-corporate file sharing tools and such related software since these introduce high risk in AIA, may breach compliance requirements and bypass security mechanisms in place and may be used by malicious actors across the organization, therefore these technologies are prohibited and are controlled. AIA users are obliged not to disclose material in electronic sites, social media, newsgroups and mail lists, which is illegal or inappropriate (e.g. to send electronic junk mail or chain letters, divulge corporate sensitive information). For this purpose, they must comply with AIA's relevant code of ethics and good behavior, as set out in the User Ethics POLICY-ITT006 and the Acceptable Use POLICY-ITT003.

4.7 In case a user requests via their web browsers, access to a website that has not been categorized automatically by the established internet protection mechanism, the user must acknowledge access to the requested site for corporate usage, by pressing 'accept' as produced on the relevant webpage (thus, adhering to the Internet Usage Policy) so to be granted access permission.

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4.8 AIA Users are to report (ITT Help Desk, Information Security) any suspicious activity observed related to the internet service and any spam/phishing email, so as AIA can take the necessary steps to minimize such threats.

Annex C - User Ethics

1. Purpose

This document constitutes a corporate policy and aims at setting out a general ethics code that must be observed by the users of the services offered at AIA.

The observance of the User Ethics Policy is essential for the smooth and uninterrupted provision of the services and the maintenance of transparency and legitimacy. For any natural person or legal entity, the User Ethics Policy constitutes such person's good conduct policy.

2. Scope

This policy is of universal application, i.e. it applies to all AIA employees, as well as to all associates, subcontractors, concessionaires, consultants, suppliers, clients and, in general, to all natural persons and legal entities that come into contact with AIA's information and information technology and communication systems

3. Definitions and Abbreviations

The following terms and abbreviations are used in this policy:

AIA: Athens International Airport S.A.

Information Asset: A body of information that is of value for the Company (i.e. data, documents, systems & resources etc.).

Electronic File: An autonomous logical entity, compiling information in electronic format.

Communication: Electronic Communication as such is set out in the applicable legislation.

Information Technology and Telecommunications Systems: All information resources, devices and software related to telephony, wireless and wired circuits and networks, terminal equipment, computers etc.

User: This role may be assigned to temporary AIA employees, external consultants, as well as to third companies' personnel members that have signed a cooperation agreement with AIA. Anyone, who is using and/or accessing AIA's information and information technology and communications systems. Pursuant to the aforementioned definition, all users are obliged to apply this Policy, as well as all other Policies arising out of this one. In this case, an agreement needs to be signed, ensuring compliance with AIA's policies and procedures

System Administrator: A User with privileged rights, who has been entrusted with the administration of an information technology or communication system of AIA.

System Supervisor /: An AIA employee assigned with the supervision and operational responsibility for the proper operation and management of an information technology or communication system of AIA. He is responsible for the classification of the system in one of the categories of AIA's Information Technology and Communications Systems Classification. She/He is also responsible for implementing the Logical Access Policy POLICY-IT004 and the decisions of the Access Supervisor to this system.

Service Owner: AIA employees or subcontractors of the IT&T Business Unit responsible for the delivery of the service within the defined Service Level.

4. Policy

4.1 AIA's proper conduct policy

4.1.1 AIA ensures that all its business transactions are governed by transparency, honesty and legality.

4.1.2 AIA and its competent employees try to observe the rules of good behavior and answer promptly to any questions submitted by the users of the services offered.

4.1.3 AIA seeks to increase the users' confidence in the applications and services provided by AIA, applying the rules of day-to-day proper behavior to the Internet.

4.1.4 AIA is obliged to promptly report to the authorities any case of improper conduct through the offered applications that come to its attention, as set out, from time to time, by the applicable legislation.

4.1.5 In cases where the legislation fails to impose conditions and rules then AIA's ethics policy always safeguards the user.

4.1.6 Ethical Use is a concept in a broad philosophical perspective and therefore it is difficult to be fully described. However, AIA includes official reports on the ethical use both in appropriate points of official documents, and in the material it distributes to the users of its online services.

4.2 Users' proper conduct policy regarding AIA's services

4.2.1 The users are required to use the applications, as such are provided by AIA, taking into account that according to the prevailing perception the rules of proper conduct should be safeguarded also during the use of said applications.

4.2.2 In any case that a user becomes aware of improper conduct and use of the applications he is obliged to promptly

4.2.3 The user is responsible for any act of her/his in the Internet. In cases where the user uses the Internet and the applications provided for extortion, for sending racist or offensive content etc., the user shall be prosecuted under the applicable legislation.

4.2.4 The users have no right to make any change to the configuration of AIA's systems (software or hardware) used.

4.2.5 The installation of dangerous programs by the users is prohibited.

4.2.6 The users should follow the principles and rules set out by the Internet Use Policy POLICY-ITT005.

4.2.7 The system administrators and system supervisors, in particular, are role models for the employees of AIA, as far as the ethics policy is concerned, which they must observe very strictly.

5. Roles and Responsibilities

5.1 *System Administrator*: Is obliged to create and administer the users' accounts, implementing the relevant decisions of the System Supervisor.

5.2 *User*: Is obliged to strictly follow the rules set out herein.

5.3 Breach of the policy must be immediately reported to Information Security (INFOSEC@aia.gr).

* Athens International Airport's corporate policy, available upon request.

ANNEX D – Specific Terms for the provision of IT&T Services

Specific Terms for AIA Services

Internet PORT2AIR Broadband Services: The required equipment for Internet PORT2AIR Broadband services is a router with two Ethernet Interfaces (1 WAN and 1 LAN) which is supplied by the customer and is hosted to AIA's Data Center. The router set-up including the security features configuration will be performed by the Customer or could be provided by AIA as a service.

Metro Ethernet Leased Lines (Point to Point): Circuits are terminated by the telecom providers in AIA's Telecom Termination Points located in the airport Data Centers. The connected active components (routers) must be hosted in AIA's Data Center while the final circuit termination at the customer point of presence within AIA is feasible over VLAN;

The Customer is informed and accepts that the transfer of voice services over the requested leased line is not allowed;

The Customer must inform AIA for the services which will be transferred through the requested leased line. A prior approval from AIA should be obtained for any change of the transferred services;

The Customer declares and agrees the following specific terms concerning the METRO ETHERNET Service:

The minimum duration of the Service is twelve (12) months, from the date of delivery to the Customer. After the expiration of the above minimum time, the contract is automatically converted to an indefinite period, as long as none of the parties has outstanding claims against the other party.

AIA notifies the Customer in writing of the date of activation of the supplied circuits.

The provision of the Service is completed within the below described indicative times from the date of completion of the feasibility check of the request until the implementation of the circuit and the delivery, which are:

- i. If no excavation is required, up to 40 calendar days
- ii. If excavation requires 1-100 m, up to 75 calendar days
- iii. If excavation is required 100 m - 1 km, up to 100 calendar days
- iv. If excavation is required > 1 km, 100 calendar days for the first km + 40 days / extra km (earthworks)
- v. If a new cable is required in an existing infrastructure, up to 65 calendar days
- vi. For access to copper SHDSL technology up to 20 working days

Any delays in the above procedures, which are due to an act and / or omission of the Customer and / or any third party, such as e.g. The non-existence of an internal construction network, the wrong adjustment of its equipment according to the communication protocols and / or the timely provision to AIA of the necessary access to the required facilities in its facilities, etc., extend the above periods respectively.

The date of operation of the Service is considered to be the next working day from the signing of the Protocol of Delivery - Receipt of the connection of the Customer's equipment, at the Presence Point of the Ethernet network.

Delivery and receipt of the Service is completed upon the signing of the Delivery - Receipt Protocol by both parties, The Delivery - Receipt Protocol is signed three (3) calendar days after the completion of the implementation and the delivery of the connection to the Customer by AIA, time against which the Customer controls the proper functioning of the incoming service.

The service cancellation date shall be the seventh day from the date of receipt of the Cancellation Request.

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In case that AIA is not able to complete the implementation of the request, must inform the Customer justifying the relevant reasons.

Dedicated Back Office Equipment: Duration and exit clause: This service has a minimum duration of four (4) years, effective as of the date of ordering. In case of early termination, the Customer shall be obliged to pay the remaining monthly fees, related to the undepreciated value of the equipment, from the date of the early termination's written notice till the service's expiration date.

Flight Data Interconnection: The Customer should not redistribute, sell, rent, lease or otherwise transfer the provided Flight Data, whether in whole or in part, to any third party without the written permission of AIA;

FIDS Monitor(s):

- AIA is responsible for the service implementation;
- The estimated time of delivery is six (6) to eight (8) weeks following the acceptance of the relevant proposal;

ANNEX E - Customer Representatives

Customer's Details

<i>Company Details</i>	<i>Your Answers</i>
Company Name:	
Address:	

Responsible for IT&T Services

<i>Responsible's Details</i>	<i>Your Answers</i>
Full Name: <i>(Full name of the responsible to order activations/deactivations of IT&T services)</i>	
Title:	
Telephone number(s):	
Fax number:	
e-mail:	

Responsible for Analytical Calls Report

<i>Responsible's Details</i>	<i>Your Answers</i>
Full Name: <i>(Full Name of the responsible to receive the analytical calls report)</i>	
Title:	
e-mail: <i>(e-mail to forward the analytical calls report)</i>	

Customer's Signature & Stamp

<i>Customer's Legal Representative</i>	
Full Name of Customer's Legal Representative:	
Title:	
Date:	

Please scan & send by e-mail to your IT&T Account Manager

ANNEX F: IT&T Products and Services

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