

APPROVED by

Chief Executive Officer of
JSC Lithuanian Airports by
Order No 1R-162
of 26 November 2025

**GENERAL TERMS AND CONDITIONS OF PROVISION OF GROUND
HANDLING SERVICES AT AIRPORTS MANAGED BY JSC LITHUANIAN
AIRPORTS**

VERSIONS OF THE CONDITIONS

No.	Date	Changes	Applicable from
1	2023-08-07	General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Branches of SE Lithuanian Airports approved by the Order No 1R-151 of 7 August 2023 of the Chief Executive Officer of SE Lithuanian Airports	2023-09-17
2	2024-10-30	General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by JSC Lithuanian Airports approved by the Order No 1R-152 of 30 October 2024 of the Chief Executive Officer of JSC Lithuanian Airports	2024-12-01
3	2025-11-26	General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by JSC Lithuanian Airports approved by the Order No 1R-162 of 26 November 2025 of the Chief Executive Officer of JSC Lithuanian Airports	2026-01-01

LIST OF CHANGES

Nr.	Location	Type of change	Explanation
1	Whole document	Structural and editorial	Changes to numbering, stylistics
2	Chapter 3	Structural	Clause 3.2 split into items 3.2.1 – 3.2.5
3	Chapter 4	Structural	Item 4.2 split into items 4.2.1 – 4.2.5
4	Annex 6	Clarification	Clause 8.2 added clarification of departed passenger numbers
5	Annex 7	Addition	New Annex regarding CUPPS at KUN
6	Annex 8	Clarification	Clause 8.1 amended to clarify the payment procedure
7	Annex 8	Clarification	Clause 8.2 added clarification of departed passenger numbers
8	Annex 10	Addition	Added clauses 2.8-2.11 introducing additional obligations and responsibilities
9	Annex 10	Clarification	Clause 3.1 amended to clarify the payment procedure
10	Annex 10	Addition	Clauses 3.2-3.5 define additional obligations related to the provision of passenger and baggage data
11	Annex 11	Addition	Introduction of the BPS system at PLQ
12	Annex 11	Addition	Added clauses 2.8-2.11 introducing additional obligations and responsibilities
13	Annex 11	Addition	Clauses 3.2-3.5 define additional obligations related to the provision of passenger and baggage data
14	Annex 11	Clarification	Clause 3.6 clarified with regard to departed and arriving passengers
15	Annex 12-13	Structural	Conditions for Ground Power Units and related services were separated for VNO and KUN
16	Annex 12-13	Addition	Added clauses 5.3.1-5.3.2 concerning data provision obligations

GENERAL

These General Terms and Conditions (hereinafter referred to as the "Conditions") regulate the provision of ground handling services at Vilnius, Kaunas and Palanga Airports, managed by JSC Lithuanian Airports (hereinafter – LTOU).

These Conditions have been drawn up in accordance with Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 (hereinafter – Regulation (EU) 2018/1139), Directive 96/67/EC of the Council of 15 October 1996 on access to the ground handling market at Community airports, the Law on Aviation of the Republic of Lithuania, the Rules for the Provision of Ground Handling Services at Airports and the Procedure for the Approval of Ground Handling Service Providers and Self-handlers, approved by Order No. 3-144 of the Minister of Transport and Communications of the Republic of Lithuania of 12 April 2002, and the Description of the Procedure for the Provision of Ground Handling Services approved by the Director of the Lithuanian Transport Safety Administration by Order No. 2BE-335 of 7 December 2021 "On the Approval of the Description of the Procedure for the Provision of Ground Handling Services".

These Conditions have been prepared in accordance with the principles of appropriateness, objectivity, clarity, transparency and non-discrimination and shall apply to:

- a. all persons intending to provide or providing ground handling services at any airport managed by LTOU – Vilnius Airport, Kaunas Airport or Palanga Airport (hereinafter – the "Airport");
- b. all natural and legal persons intending to provide or providing ground handling services at the Airport, as well as Airport users who provide their own ground handling services (hereinafter – "Self-handlers");
- c. Airport users making use of the infrastructure facilities operated by LTOU.

If a separate agreement has been concluded between LTOU, the Ground Handling Service Provider or Self-handler, and an Air Carrier, the specific terms and conditions set out in such agreement shall prevail. Upon expiry of such agreement, these Conditions shall apply.

Ground Handling Service Providers and Self-handlers must familiarize themselves with these Conditions prior to commencing activities. The Conditions are publicly available on the Airport's website at www.ltou.lt. The actual provision of services or use of Airport infrastructure shall be deemed confirmation that the Provider or Self-handler has read, understood and agreed to comply with these Conditions.

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1. SPECIFIC TERMS

Capitalized terms used in these Conditions shall have the meanings set out below, unless otherwise expressly provided in these Terms. Definitions of additional terms relevant to the use of a particular Airport CI shall be set out at the beginning of the dedicated Annex to these Conditions. The definitions shall also apply to any proposals and other documents relating to the use of the Airport infrastructure operated by the LTOU, unless otherwise specified therein. Definitions in the singular may have a plural meaning and vice versa.

Ground handling services – Annexes 1 and 2 to the Conditions set out the services to be provided to Air carriers and Aircraft operators at the Airport.

Rules for the provision of ground handling services – Rules for the Provision of Ground Handling Services at Airports and the Procedure for the Approval of Ground Handling Services Providers and Self-handlers approved by the order No 3-144 of the Minister of Transportation and Communications of the Republic of Lithuania of 12 April 2002, as subsequently amended and supplemented and must be complied with. For the sake of clarity, it should be noted that the Rules for provision of ground handling services apply only at Vilnius Airport.

Description of procedure for the provision of ground handling services – Description of Procedure for Provision of Ground Handling services approved by the Director of the Lithuanian Transport Safety Administration on 7 December 2021 by Order No 2BE335, as subsequently amended and supplemented.

Responsible person – The person(s) designated by the Provider/Self-handler/Airport/Air carrier authorized to communicate with the Provider/Self-handler /Airport/Air carrier on matters relating to the provision of Ground handling services and the use of the Airport infrastructure and to provide/receive notifications and information in this regard.

CI – Airport centralized infrastructure for the provision of ground handling services: that part of the Airport infrastructure listed in Annex 4 to the Conditions which, due to its complexity, cost or environmental impact, cannot be subdivided or replicated.

Information / written notification – Providing information in any form of written documentation. Correspondence by email shall also be deemed to be written information/notification for the purposes of the Terms. The transmission of documents by means of electronic systems installed at the Airport (e.g. electronic billing system or any other systems that may be installed at the time of these Conditions) shall also be deemed to be a notification, instruction, etc. in writing.

CSS – Customer Service Standard - a set of service guidelines and rules approved by the Chief Executive Officer of the LTOU by Order No 1R-83 of 2 July 2025 to improve the customer experience at the LTOU, as subsequently amended and supplemented.

LTOU, Airport operator – Joint Stock Company Lithuanian Airports, legal entity code 120864074, registration address Rodūnios kelias 10A, LT02189 Vilnius, VAT payer code LT208640716, registered in the Register of Legal Entities

Fee(s) – Remuneration paid by the Provider//Self-handler/Air carrier to the LTOU for the use of the Airport infrastructure.

Airport – Vilnius Airport (or VNO), Kaunas Airport (or KUN), Palanga Airport (or PLQ).

Airport administration – Responsible persons/positions/units designated by order of the Chief Executive Officer of the LTOU:

1. in the case of VNO, providing a conclusion on the applicant's compliance with the requirements set out in the Aviation Act, as per the Rules for provision of ground handling services. The Head of the Airport operator signs and submits the conclusion to the permanent commission established by the Minister of Transport and Communications;
2. in the case of KUN and PLQ, providing a conclusion to the Head of the Airport operator on the Applicant's compliance with the requirements set out in Clause 3.2.6 of these Conditions and who are entrusted with the performance of the other functions set out in these Conditions relating to the adoption of a decision to restrict access to CI, the suspension of a decision on the approval of a Provider/Self-handler, the lifting of suspension, the revocation of revocation, and the possible limitation of the number of Providers/Self-handlers.

The decisions made by the Airport administration are advisory in nature. The final decision is taken by the head of the Airport operator.

Airport infrastructure – Airport infrastructure (including CI), systems and facilities for the provision of Ground handling services.

Airport rules – Legislation of the Republic of Lithuania, documents approved by the LTOU/Airport or other documents adopted by the competent authority, which approve rules, descriptions, regulations and other local documents related to the activities at the Airport. The relevant Airport Rules relevant to the Provider's /Selfhandler's / Air carrier's operations at the Airport (including amendments thereto) shall be notified to the Provider /Selfhandler / Air carrier in writing or published on the Airport's website.

Air carrier(s) – Legal entity holding valid air operator certificate and engaged in the carriage of passengers, mail and/or cargo by air to or from the Airport. For the purposes of these Conditions, it is understood that the Air carrier shall in all cases exercise the actual use of the Airport infrastructure and the obligations related thereto, except for the obligation to pay the Airport infrastructure Fees, only through the Providers engaged by the Air carrier for the purpose of using the Airport infrastructure.

Aircraft operator – A natural or legal person who operates an aircraft under contract or on any other lawful basis.

PPR – Prior Permission Required (PPR) procedure, approved by Order No 1R-70 of the Chief Executive Officer of the LTOU dated 4 May 2023, as subsequently amended and supplemented.

Self-handler – Airport user providing one or more types of ground handling services to itself.

Conditions – These General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Joint Stock Company Lithuanian Airports.

Party(-ies) – Provider, Air carrier, Aircraft operator and Airport operator, either jointly or separately.

Provider(s) – A natural or legal person providing one or more types of Ground handling services to a third party in accordance with the Rules for the provision of ground handling

services and these Conditions. Where the provisions of these Conditions apply to both the Provider and the Self-handler, the term "Provider" shall be used.

Website – The official website of the Airport, with the web address www.ltou.lt.

Code of Conduct for operational partners – The Code of Ethics of Operating Partners of Lithuanian Airports approved by the Order of the Chief Executive Officer of LTOU and published on the Airport's website.

2. GENERAL REQUIREMENTS FOR PROVIDERS / SELF-HANDLERS

- 2.1. Ground handling services at the Airport may be provided only by Providers or Self-handlers that are registered in a Member State of the European Union or the European Economic Area (EEA) and have been approved in accordance with the procedure set out in these Conditions. Approved Providers or Self-handlers established in other countries may provide ground handling services at the Airport only if this is provided for in the relevant international agreement of the Republic of Lithuania.
- 2.2. The Provider or Self-handler shall be entitled to provide only those Ground handling services which have been approved by the Head of the Airport operator in accordance with the procedure laid down in these Conditions or by the Minister of Transport and Communications in accordance with the *Rules for the Provision of Ground Handling Services*.

3. APPROVAL OF PROVIDERS / SELF-HANDLERS

3.1. Specific provisions applicable to Vilnius Airport (VNO)

The approval of Providers / Self-handlers at Vilnius Airport shall be carried out in accordance with the *Rules for the Provision of Ground Handling Services*.

3.2. Specific provisions applicable to Kaunas (KUN) and Palanga (PLQ) Airports

- 3.2.1. The approval of Providers / Self-handlers at Kaunas and Palanga Airports shall be carried out in accordance with the procedure established in these Conditions.
- 3.2.2. In order to commence operations at the Airport, each Provider and each Self-handler (hereinafter – the "Applicant") shall submit an application (in the form set out in Annex 3 to these Conditions) together with all required supporting documents.
- 3.2.3. The application and the submitted documents shall be assessed within 30 calendar days. If additional information is required, the Applicant shall be given not less than 5 working days to supplement the data, and the assessment period shall be extended accordingly.
- 3.2.4. The Applicant shall be approved as a Provider / Self-handler if it demonstrates that it:
 - 3.2.4.1. has sufficient financial resources;
 - 3.2.4.2. has adequate equipment and ground support equipment (GSE), as well as maintenance and operating procedures;

- 3.2.4.3. has sufficient personnel, a staff training system with supporting documentation, and an approved organizational structure (where staff are to be recruited, task and resource analysis documentation must be submitted);
 - 3.2.4.4. has an implemented Safety Management System (SMS), an Aviation Security Programme, and an Emergency Response Plan, all coordinated with the Airport;
 - 3.2.4.5. has approved procedures and documentation ensuring the safety and security of facilities, aircraft, equipment and personnel, as well as the required quality level of services (if applicable at the Airport);
 - 3.2.4.6. holds valid civil liability insurance for the prescribed amount;
 - 3.2.4.7. has familiarized itself with these Conditions and undertakes to comply with them.
- 3.2.5. The Airport operator may suspend or revoke the approval if the Provider / Self-handler no longer meets the requirements or has not provided services for more than six (6) months. The Applicant shall be notified in writing of any refusal, suspension or revocation of approval.
- 3.2.6. The Provider / Self-handler shall not assign or transfer the right to provide Ground handling services to any other party.

4. SELECTION OF PROVIDERS IN CASE OF LIMITATIONS

4.1. Specific provisions applicable to Vilnius Airport (VNO)

The number of Providers authorized to provide Ground handling services at Vilnius Airport may be limited only by decision of the Minister of Transport and Communications. Such decision and the subsequent selection of Providers shall be carried out in accordance with the *Rules for the Provision of Ground Handling Services*.

4.2. Specific provisions applicable to Kaunas (KUN) and Palanga (PLQ) Airports

- 4.2.1. The Airport operator, upon receiving a proposal from the Lithuanian Transport Safety Administration, may decide to limit the number of Providers in the Airport or in a part thereof, for all or for specific types of Ground handling services. The decision must be based on objective reasons and adopted in compliance with the principles of objectivity, transparency, and non-discrimination. As a general rule, the decision shall enter into force six (6) months after its publication; however, in exceptional or unforeseen circumstances (e.g. in case of an emergency), the restriction may take effect immediately.
- 4.2.2. The decision shall be published on the Airport's official website and shall specify:
 - 4.2.2.1. the type of Ground handling services subject to the limitation;
 - 4.2.2.2. the number of Providers authorized to provide such services;
 - 4.2.2.3. the duration of the limitation.
- 4.2.3. Where a limitation on the number of Providers is established, the selection shall be carried out through a public tender procedure, based on pre-announced selection criteria. The public notice shall include:
 - 4.2.3.1. the selection criteria for Providers;

- 4.2.3.2. the period of validity of the selection;
- 4.2.3.3. the deadline for submission of applications, which shall not be shorter than one (1) month from the date of publication.
- 4.2.4. The selection conditions may stipulate that at least one of the selected Providers shall not be controlled by an Air Carrier which, during the previous year, handled more than 25% of the passengers or cargo at that Airport.
- 4.2.5. Provider may be selected for a period not exceeding seven (7) years. A service agreement shall be concluded with the selected Provider, defining the requirements for service provision, quality standards, liability, and performance guarantees.
- 4.2.6. If the selected Provider ceases operations before the expiry of the contract term, it may be replaced by another Provider following the same selection procedure.
- 4.2.7. Upon request, any interested Provider shall be provided with a written explanation stating the reasons for the decision to impose restrictions or the outcome of the selection procedure.
- 4.2.8. Where the restriction limits the provision of a Ground handling service to a single Provider and such service is provided by the Airport operator itself, no selection procedure shall be carried out.

5. SELECTION OF SELF-HANDLERS IN CASE OF LIMITATIONS

5.1. Specific provisions applicable to Vilnius Airport (VNO)

The number of Self-handlers authorized to provide Ground handling services at Vilnius Airport may be limited only by decision of the Minister of Transport and Communications.

Such decision and the subsequent selection procedure shall be carried out in accordance with the *Rules for the Provision of Ground Handling Services*.

5.2. Specific provisions applicable to Kaunas (KUN) and Palanga (PLQ) Airports

5.2.1. The Airport operator, upon receiving a proposal from the Lithuanian Transport Safety Administration, may decide to limit the number of Self-handlers in the Airport or in a part thereof, for all or for specific types of Ground handling services.

The decision must be based on objective reasons and adopted in compliance with the principles of objectivity, transparency, and non-discrimination.

5.2.2. The decision shall be published on the Airport's official website and shall specify:

- 5.2.2.1. the type of Ground handling services subject to the limitation;
- 5.2.2.2. the number of Air Carriers or Aircraft Operators entitled to exercise the right of self-handling for those Ground handling services;
- 5.2.2.3. the duration of the limitation.

5.2.3. The selection criteria shall be determined by the Airport operator in accordance with the principles of objectivity, transparency, and non-discrimination.

The criteria shall be published on the Airport's official website, and based on these criteria, the Head of the Airport operator shall approve the Airport users entitled to exercise the right of self-handling.

6. COMPLIANCE WITH STANDARDS

- 6.1. The Provider / Self-handler shall ensure that Ground handling services are provided in a safe, high-quality, and reliable manner, in compliance with:
 - 6.1.1. the requirements and amendments established by IATA, ICAO, and EASA;
 - 6.1.2. Regulation (EU) 2018/1139 and its implementing acts;
 - 6.1.3. the provisions of the Aerodrome Manual, the Air Carrier's Operations Manual (where applicable), and the Provider's / Self-handler's own Operations Manual;
 - 6.1.4. the Airport rules and procedures (including those governing operations in winter conditions, night-time, and adverse weather conditions).
- 6.2. The Provider's / Self-handler's Operations Manual shall be aligned with the provisions of ICAO Doc 10121 and shall ensure effective coordination and interface with other relevant organizations.
- 6.3. The Provider / Self-handler must:
 - 6.3.1. ensure compliance with the service quality indicators specified in the Service Level Agreement (SLA) concluded with LTOU (where applicable);
 - 6.3.2. notify LTOU of any changes to submitted documentation and ensure their compliance with current applicable requirements;
 - 6.3.3. comply with the provisions of the LTOU-approved CSS Regulations and the Code of Ethics for Business Partners.

7. SAUGA IR SAUGUMAS (SMS ir SeMS)

- 7.1. 7.1. The Provider / Self-handler shall have a Safety Management System (SMS) aligned with the Airport's SMS, which shall include at least:
 - 7.1.1. safety management objectives within the scope of Ground handling services provided;
 - 7.1.2. identification of hazards in Ground handling operations;
 - 7.1.3. assessment and mitigation of safety risks within the scope of Ground handling services;
 - 7.1.4. monitoring of the system's effectiveness (performance indicators and objectives);
 - 7.1.5. safety information dissemination process;
 - 7.1.6. confidential and mandatory reporting process;
 - 7.1.7. change management process.
- 7.2. The Provider's / Self-handler's employees shall be properly trained, competent, and familiar with all applicable rules and procedures in accordance with the staff training programme.

- 7.3. The Provider / Self-handler shall implement a prevention programme ensuring that employees do not perform their duties under the influence of alcohol or any other substances that impair their abilities.
- 7.4. The Provider / Self-handler shall establish a reporting system (for both mandatory and voluntary reporting) in compliance with the requirements of Regulations (EU) No. 376/2014 and 2018/1139.
- 7.5. The Provider / Self-handler shall report all safety- and security-related occurrences to the Airport through its reporting system no later than within 72 hours from becoming aware of the event. This obligation does not release the Provider / Self-handler from other reporting requirements established by competent authorities or Air Carriers.
- 7.6. The Provider / Self-handler shall appoint a responsible person or group for the oversight of the Safety Management System. Such personnel shall have the competence and authority to make decisions on behalf of the Provider / Self-handler in matters of safety and security.
- 7.7. The Provider / Self-handler shall appoint a representative to the Airport Safety Committee and, where required, to other safety working groups, as specified by the Aerodrome Manual.
- 7.8. The Provider / Self-handler shall have an Aviation Security Programme (Plan) aligned with the National Civil Aviation Security Programme and approved in accordance with the procedure established by the Transport Competence Agency and shall comply with the relevant Air Carrier aviation security programmes.
- 7.9. The Provider / Self-handler shall cooperate with Airport representatives during audits, inspections, and investigations, provide all required information, and carry out internal investigations related to incidents, accidents, or violations. The Airport shall be informed of the investigation and its results, together with a preventive action plan.
- 7.10. Employees of the Provider / Self-handler working within restricted areas shall:
 - 7.10.1. have completed aviation security training;
 - 7.10.2. hold valid Airport-issued passes and wear them visibly at all times;
 - 7.10.3. comply with escorting procedures when accompanying persons holding temporary passes.
- 7.11. Employees of the Provider / Self-handler shall be trained in fire safety, and vehicle drivers shall complete Airport driver training courses organized by the Airport.
- 7.12. The Provider / Self-handler shall have an Emergency Response Plan, coordinated with the Airport's Emergency Plan, participate in exercises, and ensure that staff are trained in accordance with their assigned responsibilities.
- 7.13. In the event of an incident or accident, the Airport operator may instruct the Provider / Self-handler to act in accordance with the applicable emergency and contingency management plans related to Ground handling services.
- 7.14. The Provider / Self-handler shall cooperate with the Airport in eliminating the consequences of incidents or accidents, where required to ensure the safe operation of the Airport.

- 7.15. In cases of mobilization and/or Host Nation Support, the Provider / Self-handler shall ensure the provision of Ground handling services in accordance with national and military requirements.
- 7.16. In the event of a disruption of Ground handling services, the Provider / Self-handler shall make all reasonable efforts to restore the provision of services as soon as possible.

8. SERVICE PROVISION

- 8.1. The Provider shall provide services to all Air Carriers and Aircraft Operators requesting Ground handling services, ensuring service availability throughout the Airport's operating hours, and shall perform the functions specified in the Prior Permission Required (PPR) procedure.
- 8.2. The Provider / Self-handler shall ensure the provision, maintenance, and upkeep of the required premises, facilities, and equipment within the Airport area at its own expense.
- 8.3. Whenever the Provider supplies Ground handling services to an Air Carrier, it shall ensure that arriving passengers, crew members, and baggage are transported or escorted to the Airport's arrival or departure terminal and supervised in a manner preventing any breach of aviation security requirements. Likewise, it shall ensure that departing passengers, crew members, and baggage are transported or escorted to the aircraft parking stand.
- 8.4. The activities of the Provider / Self-handler shall not infringe upon the interests of other Airport users or interfere with the operations of other service providers.
- 8.5. The Provider / Self-handler shall ensure that all persons, baggage, cargo, mail, and equipment present on the apron are supervised in accordance with established procedures and Airport rules.
- 8.6. Where an Air Carrier engages multiple Providers, the Provider / Self-handler performing apron services shall assume overall responsibility for the aircraft turnaround, coordinate the activities of other Providers, and maintain communication with the Airport until the completion of the flight operation (arrival or departure).
- 8.7. The Provider shall notify the Airport of any changes in services not later than ten (10) calendar days in advance, indicating the nature, reason, and implementation date of such changes. The Airport may impose additional conditions in connection with the implementation of such changes.

9. BENDROSIOS NAUDOJIMOSI ORO UOSTO INFRASTRUKTŪRA SĄLYGOS

- 9.1. The Provider / Self-handler shall be entitled to use the Airport infrastructure or parts thereof as designated by the Airport operator or by a person authorized by it. Use of the infrastructure shall only be permitted with the designated equipment, subject to payment, and in accordance with the applicable instructions, rules, and agreements.
- 9.2. The infrastructure may be used only for its intended purpose, in compliance with the manufacturer's instructions and these Conditions, without interfering with other users, and with due care to avoid any damage.

- 9.3. The Provider / Self-handler shall:
- 9.3.1. verify the condition and suitability of the infrastructure before use and immediately notify the Airport of any deficiencies;
 - 9.3.2. leave the infrastructure in proper order after use;
 - 9.3.3. promptly report any malfunctions, damage, or disruptions;
 - 9.3.4. notify the Airport in writing of any circumstances that may hinder the use of the infrastructure, including obstacles caused by other users.
- 9.4. The Airport operator shall:
- 9.4.1. inform Providers / Self-handlers of any circumstances that may affect the use of the infrastructure;
 - 9.4.2. take appropriate measures to remove any obstacles;
 - 9.4.3. carry out maintenance and repair of the infrastructure, unless otherwise specified.
- 9.5. These Conditions shall apply to all infrastructure facilities and to all Providers / Self-handlers, including existing agreements, regardless of whether explicit reference is made to the Conditions. Any deviations shall be permitted only in cases explicitly provided for in the relevant contracts.
- 9.6. The Airport operator has the right to:
- 9.6.1. require the conclusion of an infrastructure use agreement, terminate any unauthorized use, and claim compensation for damages;
 - 9.6.2. pledge or assign its rights to claim fees and other payments;
 - 9.6.3. modify the terms of infrastructure use where justified by objective reasons (e.g. new users, infrastructure changes);
 - 9.6.4. unilaterally, upon prior written notice, prohibit the use of the infrastructure in cases specified in Section 17 of these Conditions, having first informed the Provider / Self-handler of the identified deficiencies and granted a period for their rectification;
 - 9.6.5. prohibit the use of infrastructure necessary for aircraft handling when, under the Law on Aviation of the Republic of Lithuania, a decision has been made to restrict the aircraft from departing.
- 9.7. Additional provisions regarding the use of Centralized Infrastructure (CI) at Vilnius (VNO), Kaunas (KUN) and Palanga (PLQ) Airports are set out in Annexes 5–14 to these Conditions.

10. FEES AND SETTLEMENT PROCEDURE

10.1. Obligation to Pay

The Provider / Self-handler shall be obliged to pay fees for the use of the Airport infrastructure. An Air Carrier may assume this obligation only with the prior written consent of LTOU. The Air Carrier shall be liable for any breaches of direct payment obligations. Such agreement may be

revoked by electronic notification, and invoicing to the Provider shall resume after 10 calendar days. LTOU reserves the right, at any time, to withdraw or cancel its consent, in which case the Provider shall resume payment of all applicable fees.

10.2. Establishment of Fees

- 10.2.1. The fees and their rates shall be determined by order of the Chief Executive Officer of LTOU, in accordance with applicable legislation, and published publicly;
- 10.2.2. The Provider shall not apply any additional Centralized Infrastructure (CI) fees to Air Carriers that have not been coordinated with the Airport;
- 10.2.3. The fees may be amended by decision of LTOU, and any such amendments shall be communicated in accordance with the established procedure.

10.3. Settlement Procedure

- 10.3.1. LTOU shall issue VAT invoices for the previous month by the 10th day of the current month; invoices shall be payable by the end of the same month. If an invoice is issued late, the payment term shall be extended accordingly.
- 10.3.2. Any claims regarding the invoice shall be submitted in writing within 5 working days from the date of receipt; otherwise, the invoice shall be deemed accepted.
- 10.3.3. Payments shall be made in euros by bank transfer to LTOU's designated bank account, and all bank charges shall be borne by the paying party. Payment shall be deemed effected on the date the funds are credited to the LTOU account.
- 10.3.4. All payments shall be allocated in the following order: interest → outstanding debt → current payments. If multiple debts exist, the oldest shall be settled first.
- 10.3.5. In case of non-payment of Airport infrastructure fees, default interest of 0.05% per day shall be applied for each day of delay. If the Provider delays payment for more than 15 days or if LTOU has reasonable doubts regarding its financial standing, LTOU may require financial security and/or suspend access to the infrastructure.

10.4. Liability

The Provider / Self-handler / Air Carrier shall be liable for any invoicing errors resulting from inaccurate data provided by them and shall bear all related costs.

10.5. Reporting

Upon request of LTOU, Providers shall submit, by the 5th working day of each month, a report on the extent of Airport infrastructure used during the previous month for the servicing of a specific Air Carrier.

11. INSURANCE AND LIABILITY

- 11.1. Before commencing operations, the Provider / Self-handler shall obtain civil liability insurance with a reputable insurance company, coordinated with the Airport regarding the insurer and the terms of the policy. The insurance shall remain valid throughout the entire period of activity and shall cover at least the following:

- 11.1.1. Vilnius Airport (VNO) – no less than EUR 1,500,000;
Kaunas (KUN) and Palanga (PLQ) – no less than EUR 750,000;
where only non-commercial aircraft of up to 5,700 kg are serviced (VNO, KUN, PLQ), no less than EUR 100,000;
- 11.1.2. damage arising from the use of vehicles, aircraft, environmental pollution, Airport property entrusted to the Provider, or other Providers' services;
- 11.1.3. the statutory obligation to compensate for damage related to all types of operations carried out.
- 11.2. The Provider / Self-handler is also recommended to have employer's liability insurance covering damages resulting from work-related accidents.
- 11.3. Upon the Airport's request, the Provider / Self-handler shall submit a copy of a valid insurance certificate and, no later than 10 working days before its expiry, provide an updated certificate confirming renewed coverage.
- 11.4. The Provider / Self-handler shall be fully liable for:
 - 11.4.1. any damage to or loss of Airport infrastructure;
 - 11.4.2. damage caused to LTOU, other Providers, Air Carriers, or third parties as a result of its actions or omissions;
 - 11.4.3. injury or damage suffered by its employees due to improper performance of duties;
 - 11.4.4. reimbursement of losses to LTOU, other Providers / Self-handlers, Air Carriers, or any other third parties operating or present at the Airport, based on substantiated factual evidence.
- 11.5. LTOU's liability shall be limited to direct damages only, and in any case, shall not exceed the total amount of the fee paid for the relevant infrastructure (not exceeding a 12-month period), unless otherwise required by applicable law. LTOU shall not be liable for indirect or consequential damages or for circumstances beyond its reasonable control.
- 11.6. No joint venture, partnership, or agency relationship shall arise between LTOU and the Providers / Air Carriers. Providers act independently and are fully responsible for their own obligations. If any third party raises claims against LTOU in connection with the Provider's activities, the Provider shall defend the interests of LTOU and compensate for any losses incurred.
- 11.7. LTOU shall not be liable for temporary restrictions or suspensions of access to infrastructure if caused by:
 - 11.7.1. planned maintenance or repair works (notice given at least 14 days in advance);
 - 11.7.2. unplanned malfunctions or breakdowns (notification provided immediately);
 - 11.7.3. weather conditions or technical / legal limitations;
 - 11.7.4. compliance with legal requirements or decisions taken under Section 17 of these Conditions.

12. STAFF AND TRAINING

- 12.1. The Provider / Self-handler shall, at its own cost and risk, ensure that all employees and authorized representatives operating at the Airport:
 - 12.1.1. possess the necessary qualifications and are familiar with and comply with all applicable laws, rules, safety, health, fire protection, sanitary-hygiene, and aviation security requirements;
 - 12.1.2. are instructed on occupational risks, hazardous factors, and safety measures applicable at the Airport;
 - 12.1.3. are familiar with the safety, environmental, and fire protection documentation published on the LTOU website;
 - 12.1.4. maintain a conscious attitude towards safety and security and ensure a safe working environment.
- 12.2. Employees of the Provider / Self-handler shall hold valid access permits to restricted or controlled areas of the Airport, where such permits are required.
- 12.3. Employees working with passengers shall wear the Provider's / Self-handler's approved uniforms or workwear that comply with the requirements of Ground Handling Standards (KAS) and occupational safety regulations.
- 12.4. Upon LTOU's request, the Provider / Self-handler shall submit a list of employees (by position) using Airport infrastructure, including a list of reserve personnel, and shall be responsible for the accuracy of the information provided.
- 12.5. Upon LTOU's request, the Provider / Self-handler shall submit training documentation for its employees. If LTOU identifies the need for additional training, the Provider / Self-handler shall ensure that such training is completed within the prescribed timeframe.
- 12.6. Employees of the Provider / Self-handler shall complete LTOU's e-learning course "Customer Service Standard" and successfully pass the associated knowledge assessment tests.
- 12.7. In accordance with Regulation (EC) No. 1107/2006 of the European Parliament and of the Council and the recommendations of ECAC Doc 30, Part I, Section 5, personnel shall be trained and competent in assisting passengers with disabilities and reduced mobility, in line with the LTOU CSS. Such personnel shall attend the required training sessions and tests (organized by LTOU or by the Provider). LTOU reserves the right to review and evaluate the training results.
- 12.8. LTOU's Quality Control personnel shall have the right to observe, inspect, and assess employee performance in accordance with the CSS requirements, and to provide recommendations and reports.
- 12.9. All employees directly involved in the provision of Ground handling services shall have sufficient knowledge of the English language necessary for the performance of their duties and be familiar with civil aviation terminology.

13. PROVIDER'S / SELF-HANDLER'S VEHICLES AND EQUIPMENT

- 13.1. Only technically suitable, safe, and properly maintained equipment and vehicles, marked with the Provider's / Self-handler's logo, may be used for the provision of Ground handling services. All such equipment and vehicles shall comply with the Aerodrome Traffic Rules and the IATA AHM 913 – *Basic Safety Requirements for Aircraft Ground Support Equipment*. A safety assessment shall be conducted and submitted to the Airport prior to use.
- 13.2. Equipment and vehicles shall be parked only in areas designated on the Airport layout plan or in areas lawfully managed by the Provider / Self-handler (e.g. leased areas). Unused equipment must be removed from operational areas and, during snow removal operations, relocated to a location designated by the Airport.
- 13.3. The Provider / Self-handler shall ensure that all vehicles and equipment are operated only by trained and properly qualified personnel.
- 13.4. Any equipment or vehicle that is defective, unsafe, or otherwise unfit for use shall be immediately removed from the Airport premises (except within areas lawfully controlled by the Provider). Failure to do so may result in the Airport taking enforcement measures in accordance with Section 17 of these Conditions.
- 13.5. All equipment and vehicles located within the Airport premises shall be used solely for the provision of Ground handling services. Upon termination of operations, in whole or in part, all related equipment and vehicles shall be promptly removed from the Airport premises.

14. COMMUNICATION AND CONTACT PERSONS

- 14.1. The Provider / Self-handler shall appoint a responsible contact person for communication with the Airport regarding the implementation of these Conditions and the use of Airport infrastructure. The Airport shall be notified in writing of any change of the person responsible not later than three (3) days in advance, and of the appointment of a temporary substitute not later than one (1) working day in advance. The person responsible or substitute must be provided with all information necessary for the proper performance of their duties.
- 14.2. All works organized or carried out within the Airport territory that may affect operations or flight safety shall be coordinated with the Airport in advance, specifying the location and time of the works.
- 14.3. The Provider / Self-handler shall immediately inform the Airport in writing of any circumstances or events that may affect the use of the infrastructure or cause disruptions, as well as of any inability to properly use the infrastructure due to the actions or omissions of others.
- 14.4. Only the existing Airport communication infrastructure may be used. The installation of new cables or communication equipment shall be permitted only with the prior written authorization of the Airport.
- 14.5. The Airport operator shall appoint responsible contact persons for communication with Providers / Self-handlers / Air Carriers regarding the implementation of these Conditions

and the use of infrastructure. Their contact details are provided in Annex 14 to these Conditions.

15. CONFIDENTIALITY AND PERSONAL DATA PROCESSING

- 15.1. All information exchanged or made available between the Parties in connection with the performance of these Conditions or any agreement for the use of Airport infrastructure shall be deemed confidential, irrespective of its form.
- 15.2. Confidential information shall not be disclosed to any third party without the prior consent of its owner, except where such disclosure is necessary for the performance of the agreement or required under applicable law. This obligation shall remain in force throughout the term of the agreement and shall continue indefinitely after its termination.
- 15.3. Information shall not be considered confidential if it:
 - 15.3.1. constitutes public information under applicable legislation;
 - 15.3.2. was already publicly available at the time of disclosure;
 - 15.3.3. becomes publicly available after disclosure to the respective Party, provided that such disclosure did not result from a breach by that Party.
- 15.4. The Parties shall comply with all applicable cybersecurity and personal data protection requirements.
- 15.5. LTOU shall process personal data in accordance with the provisions of the General Data Protection Regulation (EU) 2016/679 (GDPR), ensuring the implementation of appropriate security measures. The Provider / Self-handler, when submitting personal data, shall be responsible for informing the data subjects about such data transfer. Further details on personal data processing are provided in the LTOU Privacy Policy.

16. RIGHT TO AUDIT

- 16.1 The Airport operator shall have the right to audit the Provider's / Self-handler's compliance with these Conditions, subject to prior coordination of the audit schedule and timeframe, and advance notification to the Provider / Self-handler. The audit may be carried out by the Airport administration, to whom the Provider / Self-handler shall grant access to all relevant operational records and data.
- 16.2 The Provider / Self-handler shall maintain separate accounting records for Ground handling activities, distinct from those of other business activities.
- 16.3 A scheduled audit may be conducted no more than twice per calendar year, and the information obtained shall be used solely for the purpose of verifying compliance with these Conditions. Notwithstanding the above, the Airport may conduct an unscheduled audit where evidence or indications of potential non-compliance are identified.
- 16.4 The audit shall cover Ground handling operations and verify compliance with the requirements set out in these Conditions, including those specified in Clause 3.2.4.

- 16.5 Based on the results and conclusions of the audit, the Airport operator shall have the right to adopt binding corrective measures for the Provider / Self-handler in accordance with Section 17 of these Conditions.

17. RESTRICTION OF ACCESS TO AIRPORT INFRASTRUCTURE, SUSPENSION OR REVOCATION OF PROVIDER / SELF-HANDLER APPROVAL

- 17.1. In the event that the Provider / Self-handler violates these Conditions, the Airport operator shall notify the Provider / Self-handler in writing of the identified deficiencies and set a deadline of not less than three (3) working days to rectify them. In the case of Vilnius Airport (VNO), a copy of the notice shall also be sent to the Minister of Transport and Communications. If the deficiencies are not remedied within the prescribed period, access to the Airport infrastructure may be restricted, or the approval to provide Ground handling services may be suspended or revoked (for VNO – by decision of the Minister, for Kaunas (KUN) and Palanga (PLQ) – by decision of the Airport Director).

- 17.2. Upon suspension or revocation of the approval, the Provider / Self-handler shall return to the Airport any equipment or other assets provided to it. The right to provide services shall be restored only after repeating the approval procedure.

- 17.3. In the event of revocation of approval, the Provider / Self-handler may resume the provision of Ground handling services only after reapplying and completing the approval procedure established in these Conditions.

17.4. Specific provisions applicable to Vilnius Airport (VNO)

- 17.4.1. The decision to suspend or revoke the approval of a Provider / Self-handler shall be taken by the Minister of Transport and Communications, upon the proposal of the Airport operator.

17.5. Specific provisions applicable to Kaunas (KUN) and Palanga (PLQ) Airports

- 17.5.1. The decision to suspend or revoke the approval of a Provider / Self-handler shall be taken by the Head of the Airport operator, upon the proposal of the Airport Administration.

- 17.5.2. Access to the infrastructure shall be restricted, and approval may be suspended if the Provider / Self-handler:

- 17.5.2.1. fails to meet the requirements set out in Clause 3.2.4 of these Conditions;
- 17.5.2.2. fails to comply with these Conditions or other Airport rules;
- 17.5.2.3. does not hold valid civil liability insurance;
- 17.5.2.4. provides services to an Air Carrier that has not fulfilled its obligations towards LTOU, where this is provided for in applicable regulations or other Airport rules;
- 17.5.2.5. lacks the necessary equipment required for the provision of specific Ground handling services.

- 17.5.3. Upon identification of non-compliance, the Provider / Self-handler shall be given not less than three (3) working days to rectify the deficiencies. If not rectified, restrictions shall apply on the following day. The Airport administration may propose that the Head of the Airport operator suspend the approval. A decision shall be taken within ten (10) working days, setting a corrective period of up to six (6) months.
- 17.5.4. If the non-compliance poses a threat to safety or the environment, restrictions shall be applied immediately.
- 17.5.5. Once the deficiencies are remedied, the Provider / Self-handler shall notify the Airport in writing. Within ten (10) working days, the Airport administration shall propose to the Head of the Airport operator either to lift the suspension or to revoke the approval permanently.
- 17.5.6. When the grounds for limiting access to the Airport infrastructure no longer exist, the Provider / Self-handler shall receive a written notice confirming the lifting of restrictions.
- 17.5.7. Approval shall be revoked if the Provider / Self-handler:
 - 17.5.7.1. fails to eliminate the deficiencies within the specified period;
 - 17.5.7.2. has submitted false information under Clause 3.2.4 of these Conditions;
 - 17.5.7.3. has not carried out Ground handling activities for more than six (6) months;
 - 17.5.7.4. has submitted a written request for withdrawal;
 - 17.5.7.5. is subject to bankruptcy proceedings, a court decision on insolvency, or liquidation;
 - 17.5.7.6. natural person (Provider / Self-handler) has deceased.
- 17.5.8. The Provider / Self-handler shall be notified in writing of any decision to suspend or revoke its approval no later than within five (5) working days.

18. FORCE MAJEURE

- 18.1. Party shall be released from liability for failure to perform its obligations under these Conditions if such failure results from circumstances beyond its control, which could not have been foreseen or prevented.
- 18.2. The exemption from liability shall apply only for a reasonable period of time, taking into account the impact of the circumstances, provided that the affected Party notifies the other Party within five (5) calendar days of becoming aware of such circumstances.
- 18.3. In cases of force majeure, the provisions of Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules on Exemption from Liability in the Event of Force Majeure Circumstances, approved by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996, shall apply.
- 18.4. Circumstances referred to in Clause 7.15 of these Conditions shall not be considered force majeure events.

19. ENVIRONMENTAL PROTECTION

- 19.1. The Provider / Self-handler shall conduct its activities in compliance with the laws and regulations of the Republic of Lithuania and the European Union, ensuring environmental impact monitoring, reporting, pollution prevention, and adherence to all applicable environmental protection requirements. Administrative or criminal liability shall apply for any violations thereof.
- 19.2. Upon request of LTOU, the Provider / Self-handler shall submit information necessary for LTOU's participation in the ACI Airport Carbon Accreditation Programme, including but not limited to:
 - 19.2.1. quantities of aviation and other fuel stored and sold;
 - 19.2.2. quantities of fuel used by vehicles (including employee vehicles);
 - 19.2.3. information on other mobile or stationary emission sources;
 - 19.2.4. electricity and heat consumption for own needs (if not supplied by LTOU);
 - 19.2.5. details of waste management practices;
 - 19.2.6. data on freon leakages.
- 19.3. The Provider / Self-handler shall cooperate with LTOU in implementing its sustainability strategy and "Net Zero" objectives, including measures for climate change mitigation, noise control, energy efficiency, adoption of low-emission technologies, electrification, and other initiatives, as coordinated in advance with LTOU.
- 19.4. The Provider / Self-handler shall provide information on all chemical substances used and their quantities, submit Safety Data Sheets (SDS), and allow LTOU to conduct inspections and pollution assessments. If it is determined that emissions resulting from the Provider's / Self-handler's activities exceed established limits, an applicable pollution fee shall be imposed.
- 19.5. The Provider / Self-handler shall designate responsible employees to participate in meetings and working groups on environmental matters organized by LTOU.

20. OTHER CONDITIONS

- 20.1. The failure of the Airport operator to exercise, in whole or in part, any of its rights under these Conditions shall not constitute a waiver of such rights, and the operator shall retain the right to exercise them in the future.
- 20.2. If any provision of these Conditions becomes invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a legally effective provision that most closely reflects its purpose and content.
- 20.3. These Conditions shall be interpreted in accordance with the laws of the Republic of Lithuania and the law of the European Union. Any disputes arising under or in connection with these Conditions shall be settled primarily through negotiations and failing such

settlement – before the courts of the Republic of Lithuania having jurisdiction over the registered office of LTOU.

- 20.4. These Conditions shall remain valid for an indefinite period and may be amended or repealed by decision of the Chief Executive Officer of LTOU. Any amendments shall be published on the LTOU website and communicated by email not later than one (1) month prior to their entry into force. The amendments shall be binding upon all Providers / Self-handlers as of their effective date, regardless of whether they have familiarized themselves with the changes.

LIST OF GROUND HANDLING SERVICES No. 1

NO.	GROUND HANDLING SERVICE	VNO	KUN	PLQ
1.	<i>GROUND SERVICES ADMINISTRATION AND MAINTENANCE:</i>			
1.1.	representing the air carrier/aircraft operator and liaising with local authorities or other bodies, making payments on behalf of the air carrier/aircraft operator and providing office accommodation for its representatives	+	+	+
1.2.	loading control, notifications and telecommunications	+	+	+
1.3.	provision, storage and administration of loading facilities	+	+	+
1.4.	other pre-flight, post-flight and in-flight maintenance services and any other administrative services required by the air carrier/aircraft operator	+	+	+
2.	<i>PASSENGER SERVICE:</i>			
	assistance to arriving, departing or transiting passengers, including check-in of tickets and travel documents, check-in of baggage and its transfer to the sorting area	+	+	+
3.	<i>FREIGHT AND MAIL SERVICES:</i>			
3.1.	for cargo, the formalization of the relevant documents, customs procedures and any security procedures agreed between the parties or required by the circumstances	+	+	+
3.2.	for mail, the formalization of the relevant documents and the performance of any security procedures agreed between the parties or required by the circumstances	+	+	-
4.	<i>AIRCRAFT SERVICES:</i>			
4.1.	internal and external aircraft cleaning, toilet and water services	+	+	-
4.2.	heating and cooling the cab, removing snow and ice, anti-icing measures	+	+	-
4.3.	retrofitting the cab with cab-appropriate equipment and storing this equipment	+	+	-
5.	<i>AIRCRAFT MAINTENANCE:</i>			
5.1.	standard pre-flight services	+	+	-
5.2.	additional services required by the air carrier/aircraft operator	+	+	-
5.3.	supply and administration of spare parts and suitable equipment	+	+	-
5.4.	requesting or reserving a suitable parking space and/or hangar space	+	+	-
6.	<i>FLIGHT OPERATIONS AND CREW ADMINISTRATION:</i>			

6.1.	flight preparation at the airport of departure or any other point	+	+	+
6.2.	assistance when flying	+	+	+
6.3.	post-flight activities	+	+	+
6.4.	Crew administration	+	+	+
7.	<i>GROUND TRANSPORTATION:</i>			
7.1.	the organization and operation of the carriage of crew, passengers, baggage, freight and mail between different terminals at the same airport, with the exception of the carriage between the aircraft and every other point within the same airport	-	-	-
7.2.	provision of special transport requested by the air carrier/aircraft operator	+	+	+
8.	<i>CATERING SERVICES:</i>			
8.1.	liaising with suppliers and administrative management	+	+	-
8.2.	storage of food and drink and the equipment necessary for their preparation	+	+	-
8.3.	cleaning of food preparation equipment	+	+	-
8.4.	preparation and presentation of equipment, as well as bar and food supplies	+	+	-

LIST OF GROUND HANDLING SERVICES NO. 2

NO.	GROUND HANDLING SERVICE	VNO	KUN	PLQ
1.	<i>BAGGAGE SERVICES:</i>			
	the handling of baggage in the sorting area, the sorting, flight preparation, loading and unloading of baggage into and out of facilities for its carriage from the aircraft to the sorting area and vice versa, and the carriage of baggage from the sorting area to the pick-up area	+	+	+
2.	<i>CARGO AND MAIL SERVICES:</i>			
	the carriage of inbound, outbound or transit cargo or mail between a terminal and an aircraft	+	+	+
3.	<i>RAMP SERVICES:</i>			
3.1.	escorting arriving and departing aircraft on the ground (provided that this service is not provided by air traffic services)	+	+	+
3.2.	assistance with aircraft parking and the provision of necessary facilities (provided that these services are not provided by air traffic services)	+	+	+
3.3.	communication between the aircraft and the service provider on the ground (provided that this service is not provided by an air traffic service provider)	+	+	-
3.4.	the loading and unloading of the aircraft, including the provision and operation of the necessary facilities, as well as the carriage of crew and passengers between the aircraft and the terminal, and the carriage of baggage between the aircraft and the terminal	+	+	+
3.5.	the provision and operation of the necessary means to start the aircraft engine	+	+	-
3.6.	the towing of aircraft on arrival and departure, and the provision and operation of the necessary equipment	+	+	-
3.7.	the carriage of foodstuffs and beverages on board or off board aircraft	+	+	+
4.	<i>FUEL AND OIL SUPPLY:</i>			
4.1.	organizing and carrying out refuelling and dispensing operations, including the storage of fuel and the control of the quantity and quality of fuel arriving	+	+	+
4.2.	filling of oil and other fluids	+	+	-

APPLICATION FOR APPROVAL OF THE PROVIDER/SELF-HANDLER OF GROUND HANDLING SERVICES

[date]

APPLICANT DATA	
Name of the legal entity (or name if the applicant is a natural person)	
Address of registered office	
Address for correspondence, if different from the address of the registered office	
Provider's/Self-handler's email address for billing invoices	
Legal entity code (personal identification number if the applicant is a natural person)	
VAT payer code	
Name of the bank and address of its registered office	
Settlement bank account	
Types of ground handling services provided (Indicate the numbers of the ground handling services set out in Annex 1 to the Conditions)	
Types of ground handling services provided (Indicate the numbers of the ground handling services set out in Annex 2 to the Conditions)	
Start date for provision of ground handling services	
Planned date of termination of ground handling services	
Number of staff planned for the operation	
Office/manufacturing space requirements for the operation	
List of vehicles and equipment to be used for the operation	
Volume of fuel planned to be delivered to air carriers over 12 months, broken down by fuel type (if such activities are planned)	
Person responsible (title, name, email address)	

LIST OF ATTACHED DOCUMENTS	YES / NO
Audited financial statements for the preceding financial year: the applicant's balance sheet, including the profit and loss indicator, cash-flow data; and cash-flow data for the current financial year and projected financial data for the following one year (if the applicant did not provide ground handling services, a business plan)	
A diagram of the company's organizational structure with contacts of the responsible persons	
Corporate aviation security programme	
Ground Operations Manual (GOM)	
Passenger Handling Manual (if applicable)	
Cargo Handling Manual (if applicable)	
Premises lease agreements (if the premises are operated on such basis)	
Equipment ownership/registration documents and equipment certificates complying with aviation standards (IATA Airport Handling Manual)	
Copy of the civil liability insurance certificate	
Confirmation that staff have employment contracts	
Training manual	
Log of training provided by the company	
Safety Management System (SMS)	
Emergency Response Plan (ERP)	

By submitting this application, [name of the applicant] unconditionally undertakes to comply with the General Conditions for the Provision of Ground handling services at Airports Operated by the Joint Stock Company Lithuanian Airports and to pay all fees imposed by the Airport operator in connection with the provision of services and confirms that the ground handling services will be provided in accordance with the recommendations and standards set out in the IATA Ground handling Manual.

[Title of applicant]

[Signature]

[Full name]

CENTRALIZED INFRASTRUCTURE FEES AND THE PROCEDURE FOR THEIR SETTING

1. THE FACILITIES OF CENTRALIZED INFRASTRUCTURE OF AIRPORTS

- 1.1. The centralized infrastructure of Vilnius Airport consists of:
- 1.1.1. Passenger baggage handling system;
 - 1.1.2. Passenger boarding bridges and their servicing;
 - 1.1.3. Common use terminal equipment for passenger and baggage registration, data storage and transfer (CUPPS), and hardware related to it;
 - 1.1.4. Ground power units for aircraft and services related to them;
 - 1.1.5. Fuel services infrastructure (special purpose structures and facilities) and fuel services (refueling, storage and quality control) (hereinafter referred to as Aviation fuel infrastructure and aviation fuel services).
- 1.2. The centralized infrastructure of Kaunas Airport consists of:
- 1.2.1. Passenger baggage handling system;
 - 1.2.2. Common use terminal equipment for passenger and baggage registration, data storage and transfer (CUPPS), and hardware related to it;
 - 1.2.3. Ground power units for aircraft and services related to them;
- 1.3. The centralized infrastructure of Palanga Airport consists of:
- 1.3.1. Passenger baggage handling system;
 - 1.3.2. Common use terminal equipment for passenger and baggage registration, data storage and transfer (CUPPS), and hardware related to it;
 - 1.3.3. Aviation fuel infrastructure and aviation fuel services.

2. PROCEDURE AND CALCULATION OF CENTRALIZED INFRASTRUCTURE FEES

- 2.1. The amounts of the Centralized Infrastructure Fees of the Airports (except for the aviation fuel infrastructure fee and the aviation fuel services fee, the procedure for the determination of which is regulated in Annex 5) shall be calculated in accordance with the formula indicated in Clause 2.5.
- 2.2. At Vilnius Airport, centralized infrastructure fees are calculated separately for each centralized infrastructure object (Clauses 1.1.1. – 1.1.4.).
- 2.3. At Kaunas Airport, centralized infrastructure fees shall be calculated jointly for centralized infrastructure facilities referred to in 1.2.1. and 1.2.2 and separately for the infrastructure facility referred to in 1.2.3.
- 2.4. At Palanga Airport, centralized infrastructure fees shall be calculated jointly for centralized infrastructure facilities referred to in points 1.3.1. and 1.3.2.
- 2.5. Fees for centralized airport facilities listed in points 1.1, 1.2 and 1.3 shall be calculated according to the following formula:

$$Fee = \frac{S+WACC \times LTV+T}{K}, \quad (1)$$

where:

S – costs of the Airport planned for the calendar year for which the Fee is determined, EUR. These planned costs include the maintenance of staff related to the CI facility, utilities (excluding services paid for on a pay-as-you-go basis), insurance, depreciation

of fixed assets of relevant centralized infrastructure facility, administrative costs, capital costs and other related costs;

WACC – weighted average cost of capital of a current year;

LTV – residual value of fixed assets at the beginning of the forecast period, in accordance with the LTOU accounting policy, EUR;

K – the planned quantity (e.g. number of aircraft served; number of passenger boarding bridges used for boarding and disembarking passengers; number of departing passengers; pieces of baggage) in the calendar year for which the Fee is set.

T – the difference between the costs actually incurred by VNO (including capital costs) for the period covering the last six months of the previous calendar year and the first six months of the current year (i.e. the year in which the Fee is approved) (i.e. from July of the previous year to June of the current year inclusive) and calculated revenue during the corresponding period (i.e. from July of the previous year to June of the current year inclusive). In cases where, in the period from July of the previous year to June of the current year (inclusive), the revenue collected from the Fee for the use of the CI facility does not cover the costs actually incurred for the CI facility concerned in the corresponding period, the resulting difference between costs and revenue shall be covered by an increase in the next year's CI Fee. Similarly, if, during the period from July of the previous year to June of the current year (inclusive), the revenue from the CI Fee exceeds the costs actually incurred for the CI facility concerned during the corresponding period, the difference between the revenue and the costs shall be deducted from the next year's CI Fee;

T is calculated:

$$T = Sf + WACC \times LTVf - (Kf_1 \times P_1 + Kf_2 \times P_2), \quad (2)$$

where:

Sf – actual costs of the Airport for the period covering the last six months of the previous calendar year and the first six months of the current year (i.e. the year in which the Fee is approved) (i.e. from July of the previous year to June of the current year inclusive), EUR;

WACC – weighted average cost of capital which was valid during the last calendar years;

LTVf – residual value of fixed assets at the beginning of the current year, in accordance with LTOU accounting policy, EUR;

Kf₁ – factual quantity (e.g. number of aircraft served; number of passenger boarding bridges used for boarding and disembarking passengers; number of departing passengers; pieces of baggage) within the period covering the last six months of the previous calendar year;

P₁ – calculated Fee of the last calendar year;

P₁ is calculated:

$$P_1 = \frac{S_1 + WACC_1 \times LTV_1}{K_1} \quad (3)$$

where:

S₁ – costs of the Airport planned in the calculation of the Fee for the previous calendar year, EUR.

WACC₁ – weighted average cost of capital used to calculate the Fee for the previous calendar year;

LTV₁ – residual value of fixed assets which was forecasted by calculating the Fee for the last calendar year, EUR;

K₁ – quantity (e.g. number of aircraft served; number of passenger boarding bridges used for

boarding and disembarking passengers; number of departing passengers; pieces of baggage) planned by calculating the Fee for the previous calendar year.

Kf₂ – factual quantity (e.g. number of aircraft served; number of passenger boarding bridges used for boarding and disembarking passengers; number of departing passengers; pieces of baggage) during the period covering the first six months of a current year (i.e. the year when the Fee is approved);

P₂ – Calculated Fee of the current calendar year;

P₂ is calculated:

$$P_2 = \frac{S_2 + WACC_2 \times LTV_2}{K_2} \quad (4)$$

where:

S₂ – costs of the Airport planned by calculating the Fee for the current calendar year, EUR.

WACC₂ – the weighted average cost of capital used to calculate the Fee for the current calendar year;

LTV₂ – residual value of fixed assets which was forecasted by calculating the Fee for current calendar year, EUR;

K₂ – quantity (e.g. number of aircraft served; number of passenger boarding bridges used for boarding and disembarking passengers; number of departing passengers; pieces of baggage) planned by calculating the Fee for the current calendar year.

- 2.6. Based on the formula set out in Clause 2.5, LTOU shall recalculate the amounts of the Fees each year and inform the Providers/Self-handlers/Air carriers accordingly. The amounts of the Fee shall be approved by order of the Chief Executive Officer. Until the approved Fees come into force, the previously established Fees shall remain in force.

ADDITIONAL PROVISIONS ON AVIATION FUEL INFRASTRUCTURE (ADI) AT VILNIUS AIRPORT AND PALANGA AIRPORT

The terms and conditions set out in this Annex to the Conditions shall additionally apply to Providers/Self-handlers using ADI.

Given that the lease of the ADI is transferred to the ground handling service Provider operating at the Airport (the "Operator") on the basis of a lease agreement for the lease of the State Tangible Assets (the "**ADI Lease Agreement**"), all provisions of the Annex to these Conditions shall be understood and interpreted as conferring such rights and obligations on the Operator (insofar as it relates to the use of the ADI of VNO/PLQ).

For the purposes of implementing the terms of this Annex, the Operator shall also have the rights and obligations set out in Clauses 9.4 to 9.6, 10.1 (other than the right to unilaterally determine the amount of the Fee), 10.3.1, 15.1 to 15.5 of the Conditions.

Providers/Self-handlers wishing to use the VNO/PLQ ADIs shall conclude agreements with the Operator on the terms and conditions of use of the ADIs.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

ADI / ADCI – Aviation Fuel Infrastructure: the part of an airport's infrastructure for the receipt, storage, accounting and tax reporting of jet fuel held, quality control of jet fuel and dispensing of jet fuel to refueling trucks, including: aviation fuel storage equipment, including, but not limited to, jet fuel tank receiving facilities, receiving filtration equipment, aviation fuel storage tanks, dispensing filtration equipment, pumping station and piping, metering and other related equipment; and Aviation fuel services, consisting of servicing of aviation fuel storage facilities and jet fuel receiving, storage, accounting and tax declaration, quality control and dispensing services.

Reserve quantity – The minimum quantity of jet fuel, as determined by the Operator, which the Provider/Self-handler shall be obliged to make available for storage and maintain in the Aviation Fuel Storage Facility throughout the term of the Contract.

Maximum quantity – The maximum quantity of jet fuel that the Provider/Self-handler is entitled to place in the aviation fuel storage tanks, which shall include jet fuel previously placed by the Provider/Self-handler and stored in the aviation fuel storage tanks.

2. RIGHTS AND OBLIGATIONS OF THE OPERATOR

2.1. Operator:

2.1.1. Provide the Provider/Self-handler with Aviation Fuel Storage Facilities for the receipt, storage and dispensing of a predetermined quantity of Jet Fuel, provided that the Provider/Self-handler complies with the requirements set out in these Conditions and that 36 the Jet Fuel transferred by the Provider complies with the technical characteristics set out in these Conditions.

2.1.2. provide the following Aviation Fuel Services to the Provider/Self-handler on the terms and conditions set out in the Conditions:

- 2.1.2.1. Receiving jet fuel from railway tankers (pumping into storage tanks);
- 2.1.2.2. control of jet fuel acceptance;
- 2.1.2.3. storage, accounting and tax reporting of jet fuel;
- 2.1.2.4. control of jet fuel storage;
- 2.1.2.5. dispensing jet fuel to the Provider's/Self-handler's refueling trucks.
- 2.1.3. Ensure that jet fuel is stored in good quality and notify the Provider/Self-handler in writing in the event of deterioration in the quality of the jet fuel.
- 2.1.4. Allow the Provider's/Self-handler's staff to check the jet fuel balances on the first working day of each month in the presence of the Operator's staff.
- 2.1.5. Jet fuel shall be dispensed to refueling trucks only on the basis of waybills in the form prescribed by the Operator, upon presentation of the supplier's (manufacturer's) fuel quality certificates and the Airport's quality control inspection certificates;
- 2.1.6. Ensure that the quality of jet fuel dispensed to refuelling vehicles meets the quality parameters set out in ASTM D 1655.
- 2.2. The Operator shall bear the risk of loss, damage, contamination, deterioration and accidental reduction in the quantity of Jet Fuel only during the period from the time the Jet Fuel is accepted for storage at the Aviation Fuel Storage Facility (i.e. the storage of jet fuel shall be limited to the time when the jet fuel passes through the ADI connector until the time when the jet fuel is released from the Aviation Fuel Storage Facility (i.e. when the jet fuel passes through the hose connection on the refueling vehicle receiving the fuel).
- 2.3. The Operator shall have the right, at its sole discretion, to grant access to ADI to other persons, which may result in the jet fuel received from the Provider/Self-handler for storage being mixed with jet fuel of the same type and quality delivered for storage by other persons, and to release the stored jet fuel to others. The Operator shall maintain and issue to the Provider/Self-handler a quantity of fuel not less than and not of a quality less than that delivered by the Provider/Self-handler, with the exception of Reserve Quantity.

3. RIGHTS AND OBLIGATIONS OF THE PROVIDER/SELF-HANDLER

- 3.1. The Provider shall, in addition to its other obligations under the Terms:
 - 3.1.1. provide the Operator with an agreed quantity of jet fuel meeting the requirements set out in these Conditions for storage at pre-agreed times;
 - 3.1.2. provide the Operator with and maintain the specified Reserve Quantity of Jet Fuel throughout the period of use of the ADI;
 - 3.1.3. pay the excise duty on jet fuel in accordance with the procedure established by the laws of the Republic of Lithuania;
 - 3.1.4. ensure, at its own risk, expense and responsibility, the control of the quantity and quality of the receipt of jet fuel and the airport quality control of jet fuel.
- 3.2. The jet fuel provided by the Provider/Self-handler for storage must comply with ASTM D 1655. The Operator shall have the right to refuse to accept the jet fuel by notifying the Provider/Self-handler in writing if it does not meet the expected specifications and standards or if the documentation required for acceptance is not properly documented.
- 3.3. The Maximum Quantity for the Provider/Self-handler shall be specified in a separate agreement between the Provider/Self-handler and the Operator. At the Operator's sole discretion, the Maximum Quantity may be unilaterally reduced by notifying the Provider/Self-handler in writing at least 15 calendar days in advance if there is a change in the total number of Providers/Self-handlers using the ADIs and/or for other valid

- reasons. For the same reasons, the Maximum Quantity may be increased at the request of the Provider/Self-handler.
- 3.4. The Provider/Self-handler shall ensure that during the entire period of intended use of the ADI, the Spare Quantity made available for storage by the Provider/Self-handler shall not be less than that specified in the agreement between the Operator and the Provider/Self-handler. At the Operator's sole discretion, the Backup Quantity may be unilaterally reduced or increased by notifying the Provider/Self-handler in writing at least 15 calendar days in advance if there is a change in the total number of Providers/Self-handlers using the ADIs and/or for other valid reasons.
 - 3.5. If the quantity of jet fuel provided by the Provider/Self-handler to the refueling vehicle in response to the Provider's/Self-handler's instruction to dispense jet fuel to the refueling vehicle falls below the Reserve Quantity, the Operator shall be entitled to withhold from the Provider/Self-handler that part of the jet fuel necessary to maintain the Reserve Quantity.
 - 3.6. If the quantity of Jet Fuel provided by the Provider/Self-handler and stored by ADI falls below the Reserve Quantity for any reason or the Operator imposes a higher mandatory Reserve Quantity on the Provider/Self-handler, the Provider/Self-handler shall immediately purchase and deliver to the Operator for storage the shortfall in the Reserve Quantity. If the shortage of jet fuel is due to causes for which the Provider/Self-handler is responsible, the Provider/Self-handler shall indemnify the LTOU for any loss suffered. If the shortage of Jet Fuel is due to causes for which the Operator is responsible, the Operator shall reimburse the Provider/Self-handler for the reasonable cost of acquiring the shortage of Jet Fuel.
 - 3.7. The Provider/Self-handler shall ensure that its General Liability Insurance, as provided for in the General Part of the Conditions, covers aviation fuel quality and refueling risks.
 - 3.8. The Provider/Self-handler shall pay the fee for the use of the ADI on time.

4. PROCEDURES FOR THE RECEIPT AND ISSUING OF FUEL

- 4.1. The Provider/Self-handler shall carry out the following actions in relation to the provision of jet fuel:
 - 4.1.1. at least 5 calendar days prior to the beginning of each calendar month, provide the Operator with information in writing on the quantities of fuel to be delivered and the dates of delivery, and the quantities of fuel to be picked up and the dates of pick-up for the following calendar month;
 - 4.1.2. to inform the Operator 5 calendar days prior to the date of delivery of the jet fuel of the quantity, technical characteristics and time of delivery of such fuel;
 - 4.1.3. to deliver the Jet Fuel to the Aviation Fuel Storage Facility at the agreed time, together with the documents required for its receipt and the shipping documents duly executed;
 - 4.1.4. check the visual appearance of the jet fuel delivered by the supplier in the railway tanks and that it is free from contamination by mechanical impurities, water, ice crystals or frost;
 - 4.1.5. check the filling height of jet fuel tanks;
 - 4.1.6. determine the density of the resulting jet fuel;
 - 4.1.7. determine the actual quantity in Liters and the actual quantity in Liters at +15°C and the actual quantity in kilograms from the calibration tables of the railway tanks, based on the temperature of the fuel at the time of reception.
- 4.2. Upon notification by the Provider/Self-handler of the delivery of Jet Fuel as provided for in Clause 4.1.2 of this Section, the quantity of Fuel and other terms of delivery specified by the Provider/Self-handler shall be deemed to have been agreed unless the Operator

- confirms it in writing or fails to notify the Provider/Self-handler within 5 calendar days. If the Operator does not confirm the quantity of jet fuel or other terms of delivery, jet fuel may be delivered only on terms and conditions separately agreed between the Operator and the Provider.
- 4.3. A representative of the Operator shall be present during the performance by the Provider/Self-handler of the actions provided for in Clauses 4.1.4 to 4.1.7 of this Chapter. If, following the actions provided for in this Clause, it is established that the jet fuel accepted for storage complies with ASTM D 1655 and that the other requirements set out in the Conditions have been met, the Operator undertakes to accept for storage the quantity of jet fuel actually determined. If the Provider/Self-handler fails to comply with any of the requirements set out in Clauses 4.1.1 to 4.1.7 of this Chapter or fails to comply with them properly before delivery of the jet fuel, or if the jet fuel does not meet the specified quality standard, the Operator shall have the right not to accept the jet fuel. The Operator shall also have the right to refuse to accept jet fuel on any other grounds provided for in these Conditions or in separate agreements.
 - 4.4. Railway tankers shall be allowed to enter the territory of the Airport ADI only after the Provider/Self-handler has submitted to the Operator's responsible personnel the necessary and duly executed consignment transport and other required documents for the acceptance of jet fuel.
 - 4.5. When transferring the jet fuel for storage, the Provider/Self-handler shall provide the Operator's staff with a fuel acceptance certificate signed by the Operator's and Provider's/Self-handler's representatives, a certificate of quality of the jet fuel issued by the manufacturer of the jet fuel, and an administrative cover letter.
 - 4.6. When fuel is discharged from the tanks, the owner of the fuel shall immediately seal the tanks with its own seals and notify the control room of the Kirtimai railway station and apply to the Operator for a permit to remove the tanks.
 - 4.7. Upon prior written notice to the Operator, the Provider/Self-handler shall temporarily reduce the amount of jet fuel stored during the period specified by the Operator to the extent necessary for the periodic inspection or cleaning of the aviation fuel storage tanks or for other reasonable purposes.
 - 4.8. Jet fuel shall be dispensed to refueling vehicles only after the Provider/Self-handler has submitted to the Operator all the necessary documents and only for the quantity for which the Operator has been provided with a delivery note or other document confirming fuel consumption (e.g., utilization certificate) and in accordance with the documents approved by the IATA Joint Inspection Group, including the Guidelines for Aviation Fuel Quality Control and Operating Procedures for Joint Airport Depots (JIG 2), and other applicable laws and regulations and the LTOU's internal documents.
 - 4.9. Prior to the first refueling of each day, the Provider/Self-handler shall, in the presence of a responsible employee of the Operator, take a sample of the fuel in the supply line after the filter and check it for water, mechanical impurities, ice crystals or frost. After inspection, the sample shall be placed in an ADI sediment collection drainage storage tank for aviation fuel.
 - 4.10. If the Provider/Self-handler discovers an error in the aircraft fuel loading consignment note, the error shall be corrected in all copies of the consignment note and signed by the person who corrected the error, and the Operator's responsible employee shall be notified immediately orally.
 - 4.11. The hours of operation of the ADI (days and times of the week), i.e. the times during which jet fuel may be received and dispensed, shall be determined by the Operator at its sole discretion and shall notify the Provider/Self-handler.

5. RESTRICTIONS ON THE USE OF ADI

- 5.1. In addition to the other cases provided for in the Conditions, the Operator shall have the right to unilaterally restrict or prohibit the Provider's/Self-handler's use of the ADI, upon 15 calendar days' written notice to the Provider/Self-handler, in the event that the Provider/Self-handler fails to maintain the Reserve Quantity and/or systematically delivers (more than twice within 12 months) jet fuel that does not comply with the contractual requirements of the Agreement between the Operator and the Provider/Self-handler, or with the present Conditions or fails to comply with the previously agreed delivery times and/or quantities.

6. CONDITIONS FOR SETTING AND APPROVING THE FEE

- 6.1. Vilnius Airport / Palanga Airport Aviation Fuel Centralized Infrastructure (ADCI) is an infrastructure located in the territory of Vilnius Airport / Palanga Airport and managed by VĮ Lithuanian Airports under the right of trust for the purpose of receiving, storing and dispensing aviation fuels. The ADCI may be leased by decision of the LTOU to the Operator, which undertakes to carry out the reception, storage and dispensing of aviation fuel and related administrative activities (hereinafter referred to as the "Activity") and shall be entitled to collect the ADCI fee for the services rendered (hereinafter referred to as the "Fee"), the procedure for the calculation and approval of which shall be as described below.
- 6.2. The calculation of the ADCI Fee shall include only the Operator's costs directly related to the services and Activities provided by ADCI.
- 6.3. The ADCI Fee shall be calculated according to the following formula:

$$Fee = \frac{S + T}{K} \quad (1)$$

where:

S – all expenses of the Operator directly related to the ADCI and the Activity, planned for the calendar year for which the Fee is determined.

Groupings and details of attributable costs:

No.	Costs	Description/details of expenditure	Procedures for calculating and reporting expenditure
1.	Depreciation of tangible fixed assets (movable and immovable)	Depreciation over the life of the ADCI of new tangible assets created	Calculated by the LTOU, taking into account the value of the newly created assets and the Operator's remaining term of Operation
2.	Property insurance	Costs of insurance for ADCI movable and immovable assets leased to the Operator under the State Tangible Assets Lease Agreement	The Operator receives the data from the insurance company and provides it to the LTOU
3.	Civil liability insurance	The cost of the Operator's Public Liability Insurance	The Operator receives the data from the insurance company and provides it to the LTOU

4.	Services procured by the Operator to support the operation of ADCI	Materials and supplies, transport, maintenance and repair of equipment, maintenance of premises	The data shall be received by the Operator and made available to the LTOU
5.	ADCI repair and maintenance costs	Materials and supplies, transport, maintenance and repair of equipment, maintenance of premises	The data shall be received by the Operator and made available to the LTOU
6.	ADCI property lease (fixed share)	A fixed proportion of the rent for movable and immovable property in ADCI	Provided for in the ADCI lease agreement between the LTOU and the Operator
7.	ADCI property lease (variable part)	The variable part of the rental charge for movable and immovable property in ADCI, calculated per tonne of fuel dispensed from ADCI	Provided for in the ADCI lease agreement between the LTOU and the Operator
8.	Land rent	Rent for land allocated to ADCI	Provided for in the Land Lease Agreement between LTOU and the Operator
9.	Hire of transport and equipment	Rental costs for transport and equipment used for ADCI activities	The data shall be received by the Operator and made available to the LTOU
10.	Administrative costs	Expenditure on the purchase of office supplies, communication, IT, training, mission and related expenditure, up to a maximum of 5% of the total planned expenditure (S), excluding depreciation costs referred to in row 1 of this table ("1. Depreciation of tangible fixed assets (movable and immovable)").	The data shall be received by the Operator and provided to the LTOU
11.	Costs related to utilities	Water, electricity, heating, cleaning of buildings, equipment and fuel depot grounds, household waste management	The Operator shall receive the data from the relevant service Providers and provide it to the LTOU
12.	Payroll (DU) expenditure	The cost of the DU of staff directly involved in receiving, storing and dispensing fuel from fixed tanks	The data shall be received by the Operator and made available to the LTOU
13.	Management fee	Operator management fee	The management fee shall be calculated in the same manner as for "7. ADCI's

			lease (variable portion)" and may not be higher, i.e. less than or equal to the variable portion of the lease provided for in ADCI's lease agreement
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K – the planned quantity of fuel to be dispensed in tonnes in the calendar year for which the Fee is imposed.

T – during the period covering the last six months of the preceding calendar year and the first six months of the current year (i.e. the year in which the Fee is approved) (i.e. from July of the preceding year up to and including June of the current year) (during the period from the commencement of the lease of the ADCI to and including June of the current year in the first year of calculation. T shall not be calculated in the last year of the lease period)) the difference between the Operator's actual costs incurred and the Operator's estimated revenue for the quantity of services actually provided during the said period;

The value of T is calculated::

$$T = Sf - (Kf_1 \times P_1 + Kf_2 \times P_2) \quad (2)$$

where:

Sf - actual expenditure for the period covering the last six months of the previous calendar year and the first six months of the current year (i.e. the year in which the Fee is approved) (i.e. from July of the previous year up to and including June of the current year), EUR;

Kf₁ – actual quantity of fuel dispensed during a period covering the last six months of the previous calendar year;

P₁ – calculated Fee for the previous calendar year;

P₁ is calculated:

$$P_1 = \frac{S_1}{K_1} \quad (3)$$

where:

S₁ – costs planned for the calculation of the Fee for the previous calendar year, EUR.

K₁– quantity planned for the calculation of the Fee for the previous calendar year.

Kf₂ – actual quantity of fuel dispensed during a period covering the first six months of the current year (i.e. the year in which the Fee is approved);

P₂ – fee for the current calendar year;

P₂ is calculated:

$$P_2 = \frac{S_2}{K_2} \quad (4)$$

where:

S₂ – costs planned for the calculation of the Fee for the current calendar year, EUR.

K₂ – amount planned for the calculation of the Fee for the current calendar year.

- 6.4. The Operator's costs shall not include but are not limited to: the cost of staff for the delivery of fuel to the aircraft, other costs related to the delivery of fuel to the aircraft, the cost of renting and/or depreciation of fuel delivery or other non-ADCI vehicles, and similar costs not directly related to the management of the fuel storage infrastructure. In the event that the Operator submits data on costs of this or similar nature, or other costs not provided for in this Annex, the LTOU shall have the right not to approve the

Fee. The LTOU shall also have the right not to approve the Fee if the Operator is unable to justify the costs or if there are doubts as to the reliability of the data provided.

- 6.5. In accordance with the above, the Operator shall recalculate the Fee, submit it to the LTOU for review and approval, and inform the Providers/Self-handlers thereof, no later than 1 August each year. The amount of the Fee shall be approved by order of the Chief Executive Officer of the LTOU and shall come into force on 1 January of the following calendar year. Until the new Fee becomes effective, the previously approved Fee shall remain in force.

7. FEES AND SETTLEMENT PROCEDURE

- 7.1. The ADI Fee shall be calculated per metric tonne of jet fuel dispensed to the Provider/Self-handler from the Aviation Fuel Storage Facility.
- 7.2. If the Provider/Self-handler is more than 15 calendar days in arrears in the payment of all or part of the ADI Fee, the Operator shall have the right to withhold the jet fuel supplied by the Provider/Self-handler by giving written notice to the Provider/Self-handler.

ADDITIONAL PROVISIONS ON THE VILNIUS AIRPORT COMMON USE TERMINAL EQUIPMENT FOR PASSENGER AND BAGGAGE REGISTRATION, DATA STORAGE AND TRANSFER (CUPPS) AND RELATED TECHNICAL MEASURES

The terms and conditions set out in this Annex to the Terms and Conditions shall additionally apply to Providers/Self-Providers using common use terminal equipment for passenger and baggage registration, data storage and transfer (CUPPS) and related technical measures.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise.

Remedial maintenance – Troubleshooting or correcting appropriately identified Issues/Bugs and, as appropriate, developing and implementing a suitable working environment to support the availability of the CUPPS system.

Automatic passenger counting system – A system used by the airport to automatically record the number of departing passengers.

CUPPS workplace – The check-in desks, stands and personal computers in the passenger terminal and boarding areas (boarding gates), together with the associated peripherals and firmware on the peripherals, forming part of the CUPPS system.

CUPPS programme – Software owned by the System Provider and/or its licensor and used by the Airport under license to provide the CUPPS System, which may be regularly modified and/or updated at the discretion of the Airport and/or by agreement with the System Provider.

CUPPS system – Common Use Passenger Processing System (CPS) - a package of terminal equipment (software, hardware and related technical tools) for the check-in, storage and transfer of passengers and baggage.

Working hours – Hours are from 7.00 am to 7.00 pm every day. Opening hours are subject to review and change at the discretion of the LTOU to reflect seasonal changes. The Airport shall notify Providers/Self-handlers in advance of changes to the Hours of Operation in writing or by public notice on the Airport's website or otherwise.

Non-working hours – Time not included in Working Hours.

Service recovery time – The maximum time to eliminate the Disruption. This time is measured as the time the Airport Responsible Person receives notification of the Incident until the CUPPS System is restored to operation.

Preventive maintenance – Any reasonable action necessary to remedy a Fault, including debugging and management actions, cleaning, adjusting and calibrating System equipment (e.g. CUPPS workstations and peripherals) to ensure the reliability and availability of the CUPPS System.

System supplier – JSC RESA Airport Data Systems - a legal entity operating on the basis of a contract with LTOU, which has developed, installed, maintained and supports the CUPPS application and performs modifications to the CUPPS application.

Incident – A system condition that functionally or technically disrupts the availability of the CUPPS system.

Applicable software – A computer application used by the Provider/Self-handler under contract with a TSP or an Air carrier that connects to the CUPPS system and enables passenger check-in at departure control systems, as well as applications for the Air carrier's core systems (e.g. Air carrier Emulators).

Technical requirements – The Provider/Self-handler shall be provided with the technical requirements of the CUPPS System, as established by the System Provider and to which the Provider/Self-handler must adhere when using the CUPPS System, as subsequently amended and supplemented.

TPPT – Application Licensor as well as service provider, i.e. any person who provides Providers/Self-handlers/Air carriers with the implementation and maintenance of Application Services at the Airport.

User instructions – The Provider/Self-handler shall be provided with the CUPPS Operating Procedures and Instructions to be followed by the Provider/Self-handler when using the CUPPS system, as subsequently amended and supplemented.

2. SCOPE OF USE OF THE CUPPS SYSTEM

- 2.1. The CUPPS System shall be shared by all CUPPS Providers/Self-handlers: each Provider/Self-handler shall be granted access to the CUPPS System on the basis of a request by the Provider/Self-handler and the scope of use of the CUPPS System agreed with the Airport.
- 2.2. In exceptional circumstances, the Provider/Self-handler and the Airport may enter into a separate written agreement to provide the Provider/Self-handler with a designated CUPPS Workstation on terms and conditions to be agreed between the Provider/Self-handler and the Airport. The provision of a Designated Workstation is an additional service which is not included in the Fee and is payable separately.
- 2.3. The Provider/Self-handler shall provide the Airport with a schedule of the next day's flights operated by the Provider/Self-handler in accordance with the Airport Rules. Upon receipt by the Airport of the next day's flight schedule, the number and location of the CUPPS Workstations to be made available to the Provider/Self-handler shall be agreed. The use of the CUPPS system with the Provider/Self-handler shall not create a legal obligation for the Airport to guarantee the provision of the agreed CUPPS slots to the Provider/Self-handler if, for objective reasons, the Airport's technical or organizational capability to provide the agreed CUPPS slots, including the number of CUPPS slots, subsequently changes.
- 2.4. For important organizational and technical reasons, the Airport shall have the right to adjust the time of use of the CUPPS Workplaces, the number and location of the CUPPS Workplaces made available to the Provider/Self-handler at any time by immediately informing the Provider/Self-handler in writing and/or orally.
- 2.5. A Provider/Self-handler may use one CUPPS workstation to handle multiple flights at the same time.

- 2.6. When a CUPPS Workstation is no longer in use, the Provider/Self-handler must completely vacate the Workstation so that it can be properly used by another Provider/Self-handler.
- 2.7. The Airport shall only provide the Provider/Self-handler with the following consumables to be used in CUPPS workstations: ink ribbons and printer heads. Other consumables and supplies shall be provided by the Provider/Self-handler at its own cost and risk.

3. APPLICATIONS AND TPPT

- 3.1. These Conditions do not apply to the Applicable software and related services provided by TPPT to the relevant Providers/Self-handlers and/or Air carriers. Such Applicable software, their licenses, services related to the Applicable software, including, but not limited to, their installation, upgrades, maintenance, servicing, and related costs are subject to separate agreements between TPPT and the Providers/Self-handlers and/or Air carriers, as applicable. The Provider/Self-handler shall ensure that it has all valid licenses and other rights to use the Applications and shall ensure that the use of the Applications does not infringe any third-party rights or legitimate interests.
- 3.2. The Provider/Self-handler shall seek and obtain the prior written consent of the System Provider and the Airport for the approval of the Applicable software to be installed and the use of any other software or hardware if such use is necessary and unavoidable. The Airport and the System Provider shall have the right to request the Provider/Self-handler to provide all relevant information reasonably required to evaluate the specifications of the Application Program and the feasibility of connecting to the CUPPS System. The Provider/Self-handler shall carry out the actions set out in this Clause at its own cost and expense.
- 3.3. Providers/Self-handlers shall not use any Applicable software or other software or hardware that has not been previously authorized by the Airport and the System Provider, or that is inconsistent with and/or may have any adverse effect on the CUPPS System or any other related part thereof. In the event of a breach of these provisions by the Provider/Self-handler, the Provider/Self-handler shall immediately and fully indemnify the Airport against any and all damage suffered by the LTOU or any third party.
- 3.4. LTOU shall not be liable for disruptions to the CUPPS system caused by the services provided by TPPTs to Providers/Self-handlers, Applicable software and other circumstances beyond LTOU's control, and Providers/Self-handlers shall be liable to LTOU for any damages to LTOU caused by the acts or omissions of the TPPTs using the Applicable software of the TPPTs they are using, including the Applicable software being used.
- 3.5. LTOU makes no warranty of any kind with respect to the software used or provided by TPPT or any other persons connected to the CUPPS system.

4. TRAINING AND INFORMATION

- 4.1. The Provider/Self-handler shall comply with the User's instructions and the Technical Requirements and shall be liable for all losses and damages resulting from the use of the CUPPS System in breach of these requirements. The User Instructions and Technical Requirements may be revised and amended by the System Provider or the Airport at any time at its discretion. Providers/Self-handlers shall be notified of changes and revisions by the System Provider or the Airport, as applicable.
- 4.2. Prior to the Provider's/Self-handler's commencement of use of the CUPPS System, the Airport shall provide on-site assistance, training sessions and documentation to the Provider/Self-handler in order to enable proper familiarization of the Provider's/Self-

- handler's personnel with the CUPPS System. After the initial staff training, subsequent training sessions shall be organized for the Provider's/Self-handler's staff and reference documents shall be provided at the initiative of the Airport or the Provider/Self-handler. The cost of the initial staff training and subsequent training courses provided at the initiative of the Airport shall be included in the Fee; subsequent training courses provided at the request of the Provider/Self-handler shall be provided and paid for on terms and conditions to be agreed between the Airport and the Provider/Self-handler.
- 4.3. The Airport shall provide the Provider/Self-handler with such additional information as is reasonably necessary for the proper use of the CUPPS System, as well as communicating with the System Provider on matters relating to the CUPPS System and forwarding to the System Provider the Provider's/Self-handler's comments on the CUPPS System Malfunction.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All patents, copyrights and other intellectual property rights relating to the CUPPS System, including but not limited to the CUPPS software, technology, know-how and other exclusive rights, are, shall be and shall remain licensed to and owned by the System Provider or the LTOU and/or their respective licensors, if any.
- 5.2. The Provider/Self-handler shall not be entitled to any ownership, other exclusive rights or any part thereof in any patents, copyrights and any other rights, whether economic or noneconomic, relating to the CUPPS System.
- 5.3. To the extent necessary for the Provider/Self-handler to use the CUPPS System, the LTOU shall grant to the Provider/Self-handler, and the Provider/Self-handler shall accept, for the term of the use of the CUPPS System, a non-exclusive, limited license to use the CUPPS Application on the CUPPS Workstations. This non-exclusive license shall be limited to those acts directly necessary for the use of the CUPPS System in the CUPPS Workplaces and shall not entitle the Provider/Self-handlers to, inter alia:
- 5.3.1. distribute, sell, lend, give, rent, lease, license, sublicense, dispose of or otherwise transfer or make available to third parties the CUPPS Software or any part thereof, or any rights to all or part of the CUPPS Software;
- 5.3.2. copy or otherwise reproduce the CUPPS Software or any part thereof, including copying the CUPPS Software to any computer other than the one on which it was originally installed or on which it was made available by the LTOU, unless the LTOU authorizes such acts with its prior written consent;
- 5.3.3. use the CUPPS Software to develop a computer program or module that is designed to perform the same or substantially the same function as the CUPPS Software or a part thereof;
- 5.3.4. to provide any commercial services to persons other than Air carriers using or making use of the CUPPS Application or any part thereof, except with the prior written consent of LTOU;
- 5.3.5. modify, adapt, translate, analyze (for the purpose of disclosing technological secrets), decompile, extract, or create derivative works based on the CUPPS Program, except with the prior written consent of the LTOU.
- 5.4. The Provider/Self-handler shall take all reasonable measures necessary to protect the CUPPS Software against unauthorized access or copying.
- 5.5. The Provider/Self-handler shall not use or combine the CUPPS software with any software other than that installed/provided or pre-approved in writing by the LTOU and the System Provider.
- 5.6. In the event that the System Provider or LTOU, in coordination with the System Provider, makes modifications to the CUPPS System that are necessary to ensure the operation

of the CUPPS System, to increase its efficiency or for other valid reasons, the Airport shall inform the Provider/Self-handler in advance of the planned modifications to the CUPPS System if such modifications may affect the Provider's/Self-handler's ability to use the CUPPS System or the Service Level Standard. Modifications to the CUPPS System may be carried out at the initiative of LTOU or the System Provider without prior notice to the Provider/Self-handler if such modifications are urgently required to restore the availability of the CUPPS System to the Provider/Self-handler and/or other Users or for other urgent reasons.

6. DATA PROTECTION AND PRIVACY

- 6.1. If the Provider/Self-handler processes or processes any personal data in the course of the use of the CUPPS System, the Provider/Self-handler shall comply with all legal requirements relating to the protection of such personal data and shall be directly and personally responsible for the processing of such personal data in accordance with all such applicable data protection and privacy legislation.
- 6.2. The Airport shall not be involved in the processing of personal data by the Provider/Self-handler and shall not assume any responsibility for the Provider's/Self-handler's processing of personal data. In the event that any claim, action or other demand is made against the Airport in respect of the Provider's/Self-handler's processing of personal data, the Provider/Self-handler undertakes to immediately intervene and assume liability in respect of such claims; and to reimburse LTOU for any costs it incurs as a result of any sanctions imposed upon it.

7. CUPPS MAINTENANCE

- 7.1. The Airport undertakes to make the CUPPS system available to Providers/Self-handlers for the duration of the CI Use Agreement, i.e. to be in general availability for the use of the CUPPS system for the check-in of departing passengers.
- 7.2. The Provider/Self-handler shall notify the Airport immediately of any malfunction of the CUPPS System so that the Airport can make reasonable efforts to resolve the malfunction of the CUPPS System.
- 7.3. For all incidents notified by the Provider/Self-handler to the Airport, the CUPPS System Recovery Time during Working Hours shall be targeted at:
 - 7.3.1. 95% of faults are resolved within 120 minutes;
 - 7.3.2. 100% of the faults shall be rectified within 48 hours.
- 7.4. For all Incidents notified by the Provider/Self-handler to the Airport, the CUPPS system recovery time shall be targeted during Non-working hours:
 - 7.4.1. 95% of the Incidents shall be rectified within the time specified below, whichever is the earlier, within 180 minutes or 120 minutes of the commencement of the Hours;
 - 7.4.2. 100% of the Incidents shall be corrected within 48 hours.
- 7.5. The specified recovery time is indicative. If the Incident cannot be rectified within the specified time due to objective reasons not directly attributable to the Airport, the Airport shall not be liable for such delay.
- 7.6. Where a Fault is to be rectified both at the Boarding Gate and at the check-in desks, the Fault at the Boarding Gate shall be rectified first. In this case, the time limits set for the restoration of the Incident shall not apply.
- 7.7. In order to avoid potential Disruptions, the Airport and/or the System Provider shall carry out Preventive Maintenance on the CUPPS System in accordance with the following requirements as far as reasonably practicable:

- 7.7.1. when the CUPPS System is not in use and in such a manner as to minimize the risk of interruption of access to the CUPPS System or disruption to the Providers'/Self-handlers' operations;
- 7.7.2. in accordance with the manufacturer's requirements, instructions and professional standards;
- 7.7.3. preventive maintenance is carried out on all equipment to be calibrated (e.g. printers, boarding gate readers) in order to achieve a minimum quality of printing and reading.
- 7.8. The Airport shall inform the Provider/Self-handler orally or by e-mail one working day in advance of planned Preventive Maintenance that may disrupt normal access to the CUPPS System or any part thereof. Preventive Maintenance shall be performed when the CUPPS System is not in use.
- 7.9. During the course of the Remedial Maintenance, all malfunctions and/or errors during Working Hours shall be rectified as soon as possible after the first notification. The following requirements shall apply to the performance of the Remedial Maintenance:
 - 7.9.1. Upon timely receipt by the Airport Responsible Person of the Provider's/Self-handler's notice of a Fault or a request for Remedial Maintenance;
 - 7.9.2. In all cases, corrective maintenance shall take precedence over requests for installation of changes.

8. FEES

- 8.1. VNO payments are made for each departing passenger handled by the CUPPS system.
- 8.2. The Provider/Self-handler must provide the Airport with written information on the number of departing passengers registered (and departed) for the flight by means of the CUPPS system no later than 24 hours after the close of passenger registration for the flight concerned, identifying also the number of departing passengers registered for the flight(s) of the Air carrier concerned.
- 8.3. If the Provider/Self-handler has indicated to the Airport a lower number of passengers than the Automatic Passenger Counting System (where available), the Airport shall inform the Provider/Self-handler in writing and shall be entitled to calculate the Fee and issue a VAT invoice to the Provider/Self-handler/Air Carrier in accordance with the number of passengers indicated by the Automatic Passenger Counting System.
- 8.4. In the event of any doubt as to the number of passengers indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the request of the Airport, provide additional documentation confirming the number of departed passengers checked in for the flight.

ADDITIONAL PROVISIONS ON THE EQUIPMENT AND RELATED TECHNICAL MEASURES FOR PASSENGER AND BAGGAGE REGISTRATION, DATA STORAGE AND TRANSMISSION (CUPPS) IN THE COMMON-USE TERMINAL AT KAUNAS AIRPORT

The terms and conditions set out in this Annex to these Conditions shall apply in addition to Providers/Self-handlers using common use terminal equipment for the registration, storage and transmission of passengers and baggage (CUPPS) and related technical means.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise.

Remedial maintenance – Troubleshooting or correcting appropriately identified Issues/Bugs and, as appropriate, developing and implementing a suitable working environment to support the availability of the CUPPS system.

Automatic passenger counting system – A system used by the airport to automatically record the number of departing passengers.

CUPPS workplace – The check-in desks, stands and personal computers in the passenger terminal and boarding areas (boarding gates), together with the associated peripherals and firmware on the peripherals, forming part of the CUPPS system.

CUPPS programme – Software owned by the System Provider and/or its licensor and used by the Airport under license to provide the CUPPS System, which may be regularly modified and/or updated at the discretion of the Airport and/or by agreement with the System Provider.

CUPPS system – Common Use Passenger Processing System (CPS) - a package of terminal equipment (software, hardware and related technical tools) for the check-in, storage and transfer of passengers and baggage.

Working hours – Hours are from 7.00 am to 7.00 pm every day. Opening hours are subject to review and change at the discretion of the LTOU to reflect seasonal changes. The Airport shall notify Providers/Self-handlers in advance of changes to the Hours of Operation in writing or by public notice on the Airport's website or otherwise.

Non-working hours – Time not included in Working Hours.

Service recovery time – The maximum time to eliminate the Disruption. This time is measured as the time the Airport Responsible Person receives notification of the Incident until the CUPPS System is restored to operation.

Preventive maintenance – Any reasonable action necessary to remedy a Fault, including debugging and management actions, cleaning, adjusting and calibrating System equipment (e.g. CUPPS workstations and peripherals) to ensure the reliability and availability of the CUPPS System.

System supplier – JSC RESA Airport Data Systems - a legal entity operating on the basis of a contract with LTOU, which has developed, installed, maintained and supports the CUPPS application and performs modifications to the CUPPS application.

Incident – A system condition that functionally or technically disrupts the availability of the CUPPS system.

Applicable software – A computer application used by the Provider/Self-handler under contract with a TSP or an Air carrier that connects to the CUPPS system and enables passenger check-in at departure control systems, as well as applications for the Air carrier's core systems (e.g. Air carrier Emulators).

Technical requirements – The Provider/Self-handler shall be provided with the technical requirements of the CUPPS System, as established by the System Provider and to which the Provider/Self-handler must adhere when using the CUPPS System, as subsequently amended and supplemented.

TPPT – Application Licensor as well as service provider, i.e. any person who provides Providers/Self-handlers/Air carriers with the implementation and maintenance of Application Services at the Airport.

User instructions – The Provider/Self-handler shall be provided with the CUPPS Operating Procedures and Instructions to be followed by the Provider/Self-handler when using the CUPPS system, as subsequently amended and supplemented.

2. SCOPE OF USE OF THE CUPPS SYSTEM

- 2.1. The CUPPS System shall be shared by all CUPPS Providers/Self-handlers: each Provider/Self-handler shall be granted access to the CUPPS System on the basis of a request by the Provider/Self-handler and the scope of use of the CUPPS System agreed with the Airport.
- 2.2. In exceptional circumstances, the Provider/Self-handler and the Airport may enter into a separate written agreement to provide the Provider/Self-handler with a designated CUPPS Workstation on terms and conditions to be agreed between the Provider/Self-handler and the Airport. The provision of a Designated Workstation is an additional service which is not included in the Fee and is payable separately.
- 2.3. The Provider/Self-handler shall provide the Airport with a schedule of the next day's flights operated by the Provider/Self-handler in accordance with the Airport Rules. Upon receipt by the Airport of the next day's flight schedule, the number and location of the CUPPS Workstations to be made available to the Provider/Self-handler shall be agreed. The use of the CUPPS system with the Provider/Self-handler shall not create a legal obligation for the Airport to guarantee the provision of the agreed CUPPS slots to the Provider/Self-handler if, for objective reasons, the Airport's technical or organizational capability to provide the agreed CUPPS slots, including the number of CUPPS slots, subsequently changes.
- 2.4. For important organizational and technical reasons, the Airport shall have the right to adjust the time of use of the CUPPS Workplaces, the number and location of the CUPPS Workplaces made available to the Provider/Self-handler at any time by immediately informing the Provider/Self-handler in writing and/or orally.
- 2.5. A Provider/Self-handler may use one CUPPS workstation to handle multiple flights at the same time.

- 2.6. When a CUPPS Workstation is no longer in use, the Provider/Self-handler must completely vacate the Workstation so that it can be properly used by another Provider/Self-handler.
- 2.7. The Airport shall only provide the Provider/Self-handler with the following consumables to be used in CUPPS workstations: ink ribbons and printer heads. Other consumables and supplies shall be provided by the Provider/Self-handler at its own cost and risk.

3. APPLICATIONS AND TPPT

- 3.1. These Conditions do not apply to the Applicable software and related services provided by TPPT to the relevant Providers/Self-handlers and/or Air carriers. Such Applicable software, their licenses, services related to the Applicable software, including, but not limited to, their installation, upgrades, maintenance, servicing, and related costs are subject to separate agreements between TPPT and the Providers/Self-handlers and/or Air carriers, as applicable. The Provider/Self-handler shall ensure that it has all valid licenses and other rights to use the Applications and shall ensure that the use of the Applications does not infringe any third-party rights or legitimate interests.
- 3.2. The Provider/Self-handler shall seek and obtain the prior written consent of the System Provider and the Airport for the approval of the Applicable software to be installed and the use of any other software or hardware if such use is necessary and unavoidable. The Airport and the System Provider shall have the right to request the Provider/Self-handler to provide all relevant information reasonably required to evaluate the specifications of the Application Program and the feasibility of connecting to the CUPPS System. The Provider/Self-handler shall carry out the actions set out in this Clause at its own cost and expense.
- 3.3. Providers/Self-handlers shall not use any Applicable software or other software or hardware that has not been previously authorized by the Airport and the System Provider, or that is inconsistent with and/or may have any adverse effect on the CUPPS System or any other related part thereof. In the event of a breach of these provisions by the Provider/Self-handler, the Provider/Self-handler shall immediately and fully indemnify the Airport against any and all damage suffered by the LTOU or any third party.
- 3.4. LTOU shall not be liable for disruptions to the CUPPS system caused by the services provided by TPPTs to Providers/Self-handlers, Applicable software and other circumstances beyond LTOU's control, and Providers/Self-handlers shall be liable to LTOU for any damages to LTOU caused by the acts or omissions of the TPPTs using the Applicable software of the TPPTs they are using, including the Applicable software being used.
- 3.5. LTOU makes no warranty of any kind with respect to the software used or provided by TPPT or any other persons connected to the CUPPS system.

4. TRAINING AND INFORMATION

- 4.1. The Provider/Self-handler shall comply with the User's instructions and the Technical Requirements and shall be liable for all losses and damages resulting from the use of the CUPPS System in breach of these requirements. The User Instructions and Technical Requirements may be revised and amended by the System Provider or the Airport at any time at its discretion. Providers/Self-handlers shall be notified of changes and revisions by the System Provider or the Airport, as applicable.
- 4.2. Prior to the Provider's/Self-handler's commencement of use of the CUPPS System, the Airport shall provide on-site assistance, training sessions and documentation to the Provider/Self-handler in order to enable proper familiarization of the Provider's/Self-

- handler's personnel with the CUPPS System. After the initial staff training, subsequent training sessions shall be organized for the Provider's/Self-handler's staff and reference documents shall be provided at the initiative of the Airport or the Provider/Self-handler. The cost of the initial staff training and subsequent training courses provided at the initiative of the Airport shall be included in the Fee; subsequent training courses provided at the request of the Provider/Self-handler shall be provided and paid for on terms and conditions to be agreed between the Airport and the Provider/Self-handler.
- 4.3. The Airport shall provide the Provider/Self-handler with such additional information as is reasonably necessary for the proper use of the CUPPS System, as well as communicating with the System Provider on matters relating to the CUPPS System and forwarding to the System Provider the Provider's/Self-handler's comments on the CUPPS System Malfunction.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All patents, copyrights and other intellectual property rights relating to the CUPPS System, including but not limited to the CUPPS software, technology, know-how and other exclusive rights, are, shall be and shall remain licensed to and owned by the System Provider or the LTOU and/or their respective licensors, if any.
- 5.2. The Provider/Self-handler shall not be entitled to any ownership, other exclusive rights or any part thereof in any patents, copyrights and any other rights, whether economic or noneconomic, relating to the CUPPS System.
- 5.3. To the extent necessary for the Provider/Self-handler to use the CUPPS System, the LTOU shall grant to the Provider/Self-handler, and the Provider/Self-handler shall accept, for the term of the use of the CUPPS System, a non-exclusive, limited license to use the CUPPS Application on the CUPPS Workstations. This non-exclusive license shall be limited to those acts directly necessary for the use of the CUPPS System in the CUPPS Workplaces and shall not entitle the Provider/Self-handlers to, inter alia:
- 5.3.1. distribute, sell, lend, give, rent, lease, license, sublicense, dispose of or otherwise transfer or make available to third parties the CUPPS Software or any part thereof, or any rights to all or part of the CUPPS Software;
- 5.3.2. copy or otherwise reproduce the CUPPS Software or any part thereof, including copying the CUPPS Software to any computer other than the one on which it was originally installed or on which it was made available by the LTOU, unless the LTOU authorizes such acts with its prior written consent;
- 5.3.3. use the CUPPS Software to develop a computer program or module that is designed to perform the same or substantially the same function as the CUPPS Software or a part thereof;
- 5.3.4. to provide any commercial services to persons other than Air carriers using or making use of the CUPPS Application or any part thereof, except with the prior written consent of LTOU;
- 5.3.5. modify, adapt, translate, analyze (for the purpose of disclosing technological secrets), decompile, extract, or create derivative works based on the CUPPS Program, except with the prior written consent of the LTOU.
- 5.4. The Provider/Self-handler shall take all reasonable measures necessary to protect the CUPPS Software against unauthorized access or copying.
- 5.5. The Provider/Self-handler shall not use or combine the CUPPS software with any software other than that installed/provided or pre-approved in writing by the LTOU and the System Provider.
- 5.6. In the event that the System Provider or LTOU, in coordination with the System Provider, makes modifications to the CUPPS System that are necessary to ensure the operation

of the CUPPS System, to increase its efficiency or for other valid reasons, the Airport shall inform the Provider/Self-handler in advance of the planned modifications to the CUPPS System if such modifications may affect the Provider's/Self-handler's ability to use the CUPPS System or the Service Level Standard. Modifications to the CUPPS System may be carried out at the initiative of LTOU or the System Provider without prior notice to the Provider/Self-handler if such modifications are urgently required to restore the availability of the CUPPS System to the Provider/Self-handler and/or other Users or for other urgent reasons.

6. DATA PROTECTION AND PRIVACY

- 6.1. If the Provider/Self-handler processes or processes any personal data in the course of the use of the CUPPS System, the Provider/Self-handler shall comply with all legal requirements relating to the protection of such personal data and shall be directly and personally responsible for the processing of such personal data in accordance with all such applicable data protection and privacy legislation.
- 6.2. The Airport shall not be involved in the processing of personal data by the Provider/Self-handler and shall not assume any responsibility for the Provider's/Self-handler's processing of personal data. In the event that any claim, action or other demand is made against the Airport in respect of the Provider's/Self-handler's processing of personal data, the Provider/Self-handler undertakes to immediately intervene and assume liability in respect of such claims; and to reimburse LTOU for any costs it incurs as a result of any sanctions imposed upon it.

7. CUPPS MAINTENANCE

- 7.1. The Airport undertakes to make the CUPPS system available to Providers/Self-handlers for the duration of the CI Use Agreement, i.e. to be in general availability for the use of the CUPPS system for the check-in of departing passengers.
- 7.2. The Provider/Self-handler shall notify the Airport immediately of any malfunction of the CUPPS System so that the Airport can make reasonable efforts to resolve the malfunction of the CUPPS System.
- 7.3. For all incidents notified by the Provider/Self-handler to the Airport, the CUPPS System Recovery Time during Working Hours shall be targeted at:
 - 7.3.1. 95% of faults are resolved within 120 minutes;
 - 7.3.2. 100% of the faults shall be rectified within 48 hours.
- 7.4. For all Incidents notified by the Provider/Self-handler to the Airport, the CUPPS system recovery time shall be targeted during Non-working hours:
 - 7.4.1. 95% of the Incidents shall be rectified within the time specified below, whichever is the earlier, within 180 minutes or 120 minutes of the commencement of the Hours;
 - 7.4.2. 100% of the Incidents shall be corrected within 48 hours.
- 7.5. The specified recovery time is indicative. If the Incident cannot be rectified within the specified time due to objective reasons not directly attributable to the Airport, the Airport shall not be liable for such delay.
- 7.6. Where a Fault is to be rectified both at the Boarding Gate and at the check-in desks, the Fault at the Boarding Gate shall be rectified first. In this case, the time limits set for the restoration of the Incident shall not apply.
- 7.7. In order to avoid potential Disruptions, the Airport and/or the System Provider shall carry out Preventive Maintenance on the CUPPS System in accordance with the following requirements as far as reasonably practicable:

- 7.7.1. when the CUPPS System is not in use and in such a manner as to minimize the risk of interruption of access to the CUPPS System or disruption to the Providers'/Self-handlers' operations;
- 7.7.2. in accordance with the manufacturer's requirements, instructions and professional standards;
- 7.7.3. preventive maintenance is carried out on all equipment to be calibrated (e.g. printers, boarding gate readers) in order to achieve a minimum quality of printing and reading.
- 7.8. The Airport shall inform the Provider/Self-handler orally or by e-mail one working day in advance of planned Preventive Maintenance that may disrupt normal access to the CUPPS System or any part thereof. Preventive Maintenance shall be performed when the CUPPS System is not in use.
- 7.9. During the course of the Remedial Maintenance, all malfunctions and/or errors during Working Hours shall be rectified as soon as possible after the first notification. The following requirements shall apply to the performance of the Remedial Maintenance:
 - 7.9.1. Upon timely receipt by the Airport Responsible Person of the Provider's/Self-handler's notice of a Fault or a request for Remedial Maintenance;
 - 7.9.2. In all cases, corrective maintenance shall take precedence over requests for installation of changes.

8. FEES

- 8.1. KUN payments are made for each departing passenger handled by the CUPPS system.
- 8.2. The Provider/Self-handler must provide the Airport with written information on the number of departing passengers registered (and departed) for the flight by means of the CUPPS system no later than 24 hours after the close of passenger registration for the flight concerned, identifying also the number of departing passengers registered for the flight(s) of the Air carrier concerned.
- 8.3. If the Provider/Self-handler has indicated to the Airport a lower number of passengers than the Automatic Passenger Counting System (where available), the Airport shall inform the Provider/Self-handler in writing and shall be entitled to calculate the Fee and issue a VAT invoice to the Provider/Self-handler/Air Carrier in accordance with the number of passengers indicated by the Automatic Passenger Counting System.
- 8.4. In the event of any doubt as to the number of passengers indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the request of the Airport, provide additional documentation confirming the number of departed passengers checked in for the flight.

ADDITIONAL PROVISIONS ON THE EQUIPMENT AND RELATED TECHNICAL MEASURES FOR PASSENGER AND BAGGAGE REGISTRATION, DATA STORAGE AND TRANSMISSION (CUPPS) IN THE COMMON-USE TERMINAL AT PALANGA AIRPORT

The terms and conditions set out in this Annex to these Conditions shall apply in addition to Providers/Self-handlers using common use terminal equipment for the registration, storage and transmission of passengers and baggage (CUPPS) and related technical means.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise.

Remedial maintenance – Troubleshooting or correcting appropriately identified Issues/Bugs and, as appropriate, developing and implementing a suitable working environment to support the availability of the CUPPS system.

Automatic passenger counting system – A system used by the airport to automatically record the number of departing passengers.

CUPPS workplace – The check-in desks, stands and personal computers in the passenger terminal and boarding areas (boarding gates), together with the associated peripherals and firmware on the peripherals, forming part of the CUPPS system.

CUPPS programme – Software owned by the System Provider and/or its licensor and used by the Airport under license to provide the CUPPS System, which may be regularly modified and/or updated at the discretion of the Airport and/or by agreement with the System Provider.

CUPPS system – Common Use Passenger Processing System (CPS) - a package of terminal equipment (software, hardware and related technical tools) for the check-in, storage and transfer of passengers and baggage.

Working hours – Hours are from 7.00 am to 7.00 pm every day. Opening hours are subject to review and change at the discretion of the LTOU to reflect seasonal changes. The Airport shall notify Providers/Self-handlers in advance of changes to the Hours of Operation in writing or by public notice on the Airport's website or otherwise.

Non-working hours – Time not included in Working Hours.

Service recovery time – The maximum time to eliminate the Disruption. This time is measured as the time the Airport Responsible Person receives notification of the Incident until the CUPPS System is restored to operation.

Preventive maintenance – Any reasonable action necessary to remedy a Fault, including debugging and management actions, cleaning, adjusting and calibrating System equipment (e.g. CUPPS workstations and peripherals) to ensure the reliability and availability of the CUPPS System.

System supplier – JSC RESA Airport Data Systems - a legal entity operating on the basis of a contract with LTOU, which has developed, installed, maintained and supports the CUPPS application and performs modifications to the CUPPS application.

Incident – A system condition that functionally or technically disrupts the availability of the CUPPS system.

Applicable software – A computer application used by the Provider/Self-handler under contract with a TSP or an Air carrier that connects to the CUPPS system and enables passenger check-in at departure control systems, as well as applications for the Air carrier's core systems (e.g. Air carrier Emulators).

Technical requirements – The Provider/Self-handler shall be provided with the technical requirements of the CUPPS System, as established by the System Provider and to which the Provider/Self-handler must adhere when using the CUPPS System, as subsequently amended and supplemented.

TPPT – Application Licensor as well as service provider, i.e. any person who provides Providers/Self-handlers/Air carriers with the implementation and maintenance of Application Services at the Airport.

User instructions – The Provider/Self-handler shall be provided with the CUPPS Operating Procedures and Instructions to be followed by the Provider/Self-handler when using the CUPPS system, as subsequently amended and supplemented.

2. SCOPE OF USE OF THE CUPPS SYSTEM

- 2.1. The CUPPS System shall be shared by all CUPPS Providers/Self-handlers: each Provider/Self-handler shall be granted access to the CUPPS System on the basis of a request by the Provider/Self-handler and the scope of use of the CUPPS System agreed with the Airport.
- 2.2. In exceptional circumstances, the Provider/Self-handler and the Airport may enter into a separate written agreement to provide the Provider/Self-handler with a designated CUPPS Workstation on terms and conditions to be agreed between the Provider/Self-handler and the Airport. The provision of a Designated Workstation is an additional service which is not included in the Fee and is payable separately.
- 2.3. The Provider/Self-handler shall provide the Airport with a schedule of the next day's flights operated by the Provider/Self-handler in accordance with the Airport Rules. Upon receipt by the Airport of the next day's flight schedule, the number and location of the CUPPS Workstations to be made available to the Provider/Self-handler shall be agreed. The use of the CUPPS system with the Provider/Self-handler shall not create a legal obligation for the Airport to guarantee the provision of the agreed CUPPS slots to the Provider/Self-handler if, for objective reasons, the Airport's technical or organizational capability to provide the agreed CUPPS slots, including the number of CUPPS slots, subsequently changes.
- 2.4. For important organizational and technical reasons, the Airport shall have the right to adjust the time of use of the CUPPS Workplaces, the number and location of the CUPPS Workplaces made available to the Provider/Self-handler at any time by immediately informing the Provider/Self-handler in writing and/or orally.
- 2.5. A Provider/Self-handler may use one CUPPS workstation to handle multiple flights at the same time.

- 2.6. When a CUPPS Workstation is no longer in use, the Provider/Self-handler must completely vacate the Workstation so that it can be properly used by another Provider/Self-handler.
- 2.7. The Airport shall only provide the Provider/Self-handler with the following consumables to be used in CUPPS workstations: ink ribbons and printer heads. Other consumables and supplies shall be provided by the Provider/Self-handler at its own cost and risk.

3. APPLICATIONS AND TPPT

- 3.1. These Conditions do not apply to the Applicable software and related services provided by TPPT to the relevant Providers/Self-handlers and/or Air carriers. Such Applicable software, their licenses, services related to the Applicable software, including, but not limited to, their installation, upgrades, maintenance, servicing, and related costs are subject to separate agreements between TPPT and the Providers/Self-handlers and/or Air carriers, as applicable. The Provider/Self-handler shall ensure that it has all valid licenses and other rights to use the Applications and shall ensure that the use of the Applications does not infringe any third-party rights or legitimate interests.
- 3.2. The Provider/Self-handler shall seek and obtain the prior written consent of the System Provider and the Airport for the approval of the Applicable software to be installed and the use of any other software or hardware if such use is necessary and unavoidable. The Airport and the System Provider shall have the right to request the Provider/Self-handler to provide all relevant information reasonably required to evaluate the specifications of the Application Program and the feasibility of connecting to the CUPPS System. The Provider/Self-handler shall carry out the actions set out in this Clause at its own cost and expense.
- 3.3. Providers/Self-handlers shall not use any Applicable software or other software or hardware that has not been previously authorized by the Airport and the System Provider, or that is inconsistent with and/or may have any adverse effect on the CUPPS System or any other related part thereof. In the event of a breach of these provisions by the Provider/Self-handler, the Provider/Self-handler shall immediately and fully indemnify the Airport against any and all damage suffered by the LTOU or any third party.
- 3.4. LTOU shall not be liable for disruptions to the CUPPS system caused by the services provided by TPPTs to Providers/Self-handlers, Applicable software and other circumstances beyond LTOU's control, and Providers/Self-handlers shall be liable to LTOU for any damages to LTOU caused by the acts or omissions of the TPPTs using the Applicable software of the TPPTs they are using, including the Applicable software being used.
- 3.5. LTOU makes no warranty of any kind with respect to the software used or provided by TPPT or any other persons connected to the CUPPS system.

4. TRAINING AND INFORMATION

- 4.1. The Provider/Self-handler shall comply with the User's instructions and the Technical Requirements and shall be liable for all losses and damages resulting from the use of the CUPPS System in breach of these requirements. The User Instructions and Technical Requirements may be revised and amended by the System Provider or the Airport at any time at its discretion. Providers/Self-handlers shall be notified of changes and revisions by the System Provider or the Airport, as applicable.
- 4.2. Prior to the Provider's/Self-handler's commencement of use of the CUPPS System, the Airport shall provide on-site assistance, training sessions and documentation to the Provider/Self-handler in order to enable proper familiarization of the Provider's/Self-

- handler's personnel with the CUPPS System. After the initial staff training, subsequent training sessions shall be organized for the Provider's/Self-handler's staff and reference documents shall be provided at the initiative of the Airport or the Provider/Self-handler. The cost of the initial staff training and subsequent training courses provided at the initiative of the Airport shall be included in the Fee; subsequent training courses provided at the request of the Provider/Self-handler shall be provided and paid for on terms and conditions to be agreed between the Airport and the Provider/Self-handler.
- 4.3. The Airport shall provide the Provider/Self-handler with such additional information as is reasonably necessary for the proper use of the CUPPS System, as well as communicating with the System Provider on matters relating to the CUPPS System and forwarding to the System Provider the Provider's/Self-handler's comments on the CUPPS System Malfunction.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All patents, copyrights and other intellectual property rights relating to the CUPPS System, including but not limited to the CUPPS software, technology, know-how and other exclusive rights, are, shall be and shall remain licensed to and owned by the System Provider or the LTOU and/or their respective licensors, if any.
- 5.2. The Provider/Self-handler shall not be entitled to any ownership, other exclusive rights or any part thereof in any patents, copyrights and any other rights, whether economic or noneconomic, relating to the CUPPS System.
- 5.3. To the extent necessary for the Provider/Self-handler to use the CUPPS System, the LTOU shall grant to the Provider/Self-handler, and the Provider/Self-handler shall accept, for the term of the use of the CUPPS System, a non-exclusive, limited license to use the CUPPS Application on the CUPPS Workstations. This non-exclusive license shall be limited to those acts directly necessary for the use of the CUPPS System in the CUPPS Workplaces and shall not entitle the Provider/Self-handlers to, inter alia:
- 5.3.1. distribute, sell, lend, give, rent, lease, license, sublicense, dispose of or otherwise transfer or make available to third parties the CUPPS Software or any part thereof, or any rights to all or part of the CUPPS Software;
 - 5.3.2. copy or otherwise reproduce the CUPPS Software or any part thereof, including copying the CUPPS Software to any computer other than the one on which it was originally installed or on which it was made available by the LTOU, unless the LTOU authorizes such acts with its prior written consent;
 - 5.3.3. use the CUPPS Software to develop a computer program or module that is designed to perform the same or substantially the same function as the CUPPS Software or a part thereof;
 - 5.3.4. to provide any commercial services to persons other than Air carriers using or making use of the CUPPS Application or any part thereof, except with the prior written consent of LTOU;
 - 5.3.5. modify, adapt, translate, analyze (for the purpose of disclosing technological secrets), decompile, extract, or create derivative works based on the CUPPS Program, except with the prior written consent of the LTOU.
- 5.4. The Provider/Self-handler shall take all reasonable measures necessary to protect the CUPPS Software against unauthorized access or copying.
- 5.5. The Provider/Self-handler shall not use or combine the CUPPS software with any software other than that installed/provided or pre-approved in writing by the LTOU and the System Provider.
- 5.6. In the event that the System Provider or LTOU, in coordination with the System Provider, makes modifications to the CUPPS System that are necessary to ensure the operation

of the CUPPS System, to increase its efficiency or for other valid reasons, the Airport shall inform the Provider/Self-handler in advance of the planned modifications to the CUPPS System if such modifications may affect the Provider's/Self-handler's ability to use the CUPPS System or the Service Level Standard. Modifications to the CUPPS System may be carried out at the initiative of LTOU or the System Provider without prior notice to the Provider/Self-handler if such modifications are urgently required to restore the availability of the CUPPS System to the Provider/Self-handler and/or other Users or for other urgent reasons.

6. DATA PROTECTION AND PRIVACY

- 6.1. If the Provider/Self-handler processes or processes any personal data in the course of the use of the CUPPS System, the Provider/Self-handler shall comply with all legal requirements relating to the protection of such personal data and shall be directly and personally responsible for the processing of such personal data in accordance with all such applicable data protection and privacy legislation.
- 6.2. The Airport shall not be involved in the processing of personal data by the Provider/Self-handler and shall not assume any responsibility for the Provider's/Self-handler's processing of personal data. In the event that any claim, action or other demand is made against the Airport in respect of the Provider's/Self-handler's processing of personal data, the Provider/Self-handler undertakes to immediately intervene and assume liability in respect of such claims; and to reimburse LTOU for any costs it incurs as a result of any sanctions imposed upon it.

7. CUPPS MAINTENANCE

- 7.1. The Airport undertakes to make the CUPPS system available to Providers/Self-handlers for the duration of the CI Use Agreement, i.e. to be in general availability for the use of the CUPPS system for the check-in of departing passengers.
- 7.2. The Provider/Self-handler shall notify the Airport immediately of any malfunction of the CUPPS System so that the Airport can make reasonable efforts to resolve the malfunction of the CUPPS System.
- 7.3. For all incidents notified by the Provider/Self-handler to the Airport, the CUPPS System Recovery Time during Working Hours shall be targeted at:
 - 7.3.1. 95% of faults are resolved within 120 minutes;
 - 7.3.2. 100% of the faults shall be rectified within 48 hours.
- 7.4. For all Incidents notified by the Provider/Self-handler to the Airport, the CUPPS system recovery time shall be targeted during Non-working hours:
 - 7.4.1. 95% of the Incidents shall be rectified within the time specified below, whichever is the earlier, within 180 minutes or 120 minutes of the commencement of the Hours;
 - 7.4.2. 100% of the Incidents shall be corrected within 48 hours.
- 7.5. The specified recovery time is indicative. If the Incident cannot be rectified within the specified time due to objective reasons not directly attributable to the Airport, the Airport shall not be liable for such delay.
- 7.6. Where a Fault is to be rectified both at the Boarding Gate and at the check-in desks, the Fault at the Boarding Gate shall be rectified first. In this case, the time limits set for the restoration of the Incident shall not apply.
- 7.7. In order to avoid potential Disruptions, the Airport and/or the System Provider shall carry out Preventive Maintenance on the CUPPS System in accordance with the following requirements as far as reasonably practicable:

- 7.7.1. when the CUPPS System is not in use and in such a manner as to minimize the risk of interruption of access to the CUPPS System or disruption to the Providers'/Self-handlers' operations;
- 7.7.2. in accordance with the manufacturer's requirements, instructions and professional standards;
- 7.7.3. preventive maintenance is carried out on all equipment to be calibrated (e.g. printers, boarding gate readers) in order to achieve a minimum quality of printing and reading.
- 7.8. The Airport shall inform the Provider/Self-handler orally or by e-mail one working day in advance of planned Preventive Maintenance that may disrupt normal access to the CUPPS System or any part thereof. Preventive Maintenance shall be performed when the CUPPS System is not in use.
- 7.9. During the course of the Remedial Maintenance, all malfunctions and/or errors during Working Hours shall be rectified as soon as possible after the first notification. The following requirements shall apply to the performance of the Remedial Maintenance:
 - 7.9.1. Upon timely receipt by the Airport Responsible Person of the Provider's/Self-handler's notice of a Fault or a request for Remedial Maintenance;
 - 7.9.2. In all cases, corrective maintenance shall take precedence over requests for installation of changes.

8. FEES

- 8.1. PLQ payments are made for each departing passenger handled by the CUPPS system.
- 8.2. The Provider/Self-handler must provide the Airport with written information on the number of departing passengers registered (and departed) for the flight by means of the CUPPS system no later than 24 hours after the close of passenger registration for the flight concerned, identifying also the number of departing passengers registered for the flight(s) of the Air carrier concerned.
- 8.3. If the Provider/Self-handler has indicated to the Airport a lower number of passengers than the Automatic Passenger Counting System (where available), the Airport shall inform the Provider/Self-handler in writing and shall be entitled to calculate the Fee and issue a VAT invoice to the Provider/Self-handler/Air Carrier in accordance with the number of passengers indicated by the Automatic Passenger Counting System.
- 8.4. In the event of any doubt as to the number of passengers indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the request of the Airport, provide additional documentation confirming the number of departed passengers checked in for the flight.

ADDITIONAL PROVISIONS ON THE PASSENGER BAGGAGE HANDLING SYSTEM AT VILNIUS AIRPORT

The terms and conditions set out in this Annex to the Conditions shall apply in addition to those applicable to Providers/Self-handlers using a BPS.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

BPS – A passenger baggage claim system consisting of:

- a baggage handling system for departing passengers:
 - baggage scales and a conveyor system for delivering baggage to the point where it is sorted and loaded onto the baggage trolleys;
 - Baggage Reconciliation System (BRS);
 - other related equipment;
- arriving passenger baggage handling system:
 - baggage handling conveyor system;
 - other related equipment.

Automatic baggage counting system – A system used by an airport to automatically record the number of pieces of baggage that are processed using the BPS.

BRS – The Baggage Reconciliation System (BRS) is the part of the BPS that consists of the BRS software and the handheld baggage label scanners. The BRS system is designed to reconcile whether the baggage being loaded/unloaded (at the relevant points) is at the correct destination. The BRS system is transferred from the Airport to the Providers/Selfhandlers for use at VNO Airport.

SSBD – Self-service baggage drop is a part of the BPS consisting of two-step terminals where an inactive baggage tag is printed in the first step, and in the second step, the baggage tag is activated and baggage complying with the rules set by the Air Carrier and the Airport is accepted into the BPS.

SSBD User – Users of the SSBD system are only those Air Carriers that have connected (via integration with their departure checkin system) to the SSBD system in accordance with the procedures laid down by the LTOU.

2. VOLUME OF BPS USAGE

- 2.1. The BPS shall be shared by all Providers/Self-handlers providing relevant services to Air carriers. Both the Provider/Self-handler and each other user of the BPS shall be granted access to the BPS in accordance with the procedures set out in these Conditions and the Airport Rules, and within the scope of use of the BPS equipment agreed between the Provider/Self-handler and the Airport.
- 2.2. For important organizational and technical reasons, the Airport shall have the right to adjust at any time the time of use of the BPS, the location, the volume and other characteristics of the BPS equipment provided to the Provider/Self-handler. The

- Provider/Self-handler shall be informed thereof promptly orally (by telephone or other means).
- 2.3. The Airport shall have the discretion to grant simultaneous use of the BPS to multiple Providers/Self-handler, as long as such joint use of the BPS is technically compatible and does not create disproportionate barriers for Providers/Self-handlers. The need for Providers/Self-handlers to maintain and sort the baggage handled by the shared BPS and to bear and manage the risks involved shall not constitute a disproportionate impediment.
 - 2.4. The Provider/Self-handler must inform the Airport immediately if it is unable to use the BPS properly for any reason, including the actions of other Providers/Self-handlers. The Airport undertakes to use all reasonable endeavors and to take all necessary steps to ensure that the reasons for the Provider's/Self-handler's inability to make proper use of the BPS are rectified as soon as reasonably possible.
 - 2.5. The duration of use of the BPS shall be calculated from the commencement of baggage handling for departing passengers on the flight concerned until the BPS is fully released, and in the case of an arriving flight, from the commencement of unloading of the baggage from the trolley until the baggage is fully released to the passengers and the subsequent release of the transport system. The duration of use of the BPS shall not exceed the maximum duration of use of the BPS. Unless a different maximum duration of use of the BPS has been agreed between the Airport and the Provider/Self-handler, the Provider/Self-handler must use the BPS within the maximum duration of use:
 - 2.5.1. the maximum duration of use of the BPS for servicing an outbound flight shall not be set;
 - 2.5.2. the maximum duration of use of the BPS for servicing inbound flights shall be 60 minutes.
 - 2.6. The Provider/Self-handler may use the BPS for handling multiple flights at the same time. In this case, the maximum duration of use of the BPS shall be calculated for each flight separately.
 - 2.7. Upon expiry of the maximum duration of the use of the BPS or earlier termination of the use of the BPS, the Provider/Self-handler shall fully vacate the BPS, including removal of passengers' unclaimed baggage from the BPS, to enable its proper use by the Provider/Self-handler and/or other users of the BPS for the servicing of other flights. For the sake of clarity, it is noted that the Airport shall not be liable for any failure to collect, storage, damage and/or loss of passenger baggage.
 - 2.8. If the Provider/Self-handler fails to comply with the maximum duration of use, the Airport shall have the right to require the Provider/Self-handler to cease use of the BPS.
 - 2.9. Only baggage suitable for the BPS or suitably prepared and packed (adapted) for the BPS shall be transported on the BPS, and additional means (containers, pallets, boxes, etc.) shall be used for the transport of problem baggage (as defined in the Airport Baggage Handling System Manual).
 - 2.10. The Provider/Self-handler shall ensure that the Provider's/Self-handler's personnel using the BPS are trained in the use of the equipment in accordance with the Provider's/Self-handler's instructions for the use of the BPS as agreed by the Provider/Self-handler and the Airport. Any malfunction of the BPS equipment caused by the Provider's/Self-handler's employees' failure to comply with the requirements set out in these Conditions and any resulting flight delays shall be the Provider's/Self-handler's responsibility.

3. FEES

- 3.1. VNO charges for each passenger's checked baggage on departure.

- 3.2. If, due to certain reasonable circumstances beyond the Provider's/Self-handler's control (e.g. notification of explosives, etc.), the BPS is used repeatedly for the same piece(s) of Baggage, the Fee per piece of Baggage shall be calculated and paid only once.
- 3.3. The Provider/Self-handler shall provide the Airport in writing with information on the number of Baggage checked in for the flight no later than 1 hour after the close of passenger check-in for the relevant flight, including information on the Air carriers on whose flights the Baggage has been checked in, indicating the number of Baggage per Air carrier.
- 3.4. If the Provider/Self-handler has indicated to the Airport a number of baggage items lower than the number of baggage items indicated by the Automatic Baggage Counting System (where such system is in place), the Airport shall inform the Provider/Self-handler in writing and shall be entitled to calculate the Fee and to issue a VAT invoice to the Provider/Self-handler /Air carrier based on the number of baggage items indicated by the Automatic.
- 3.5. If the Provider/Self-handler does not provide the Airport with information on the number of baggage units allocated to a particular departing flight in accordance with the procedures set out in these Conditions and the Airport is unable to determine the number of baggage units in any other reasonable manner (in the absence of, or in the event of a malfunction of, the Automatic Baggage Counting System), it shall be assumed that there is one baggage unit per passenger.
- 3.6. In case of any doubts regarding the number of baggage items indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the Airport's request, provide additional documents confirming the number of baggage items checked in for the flight.

ADDITIONAL PROVISIONS ON THE PASSENGER BAGGAGE HANDLING SYSTEM AT KAUNAS AIRPORT

The terms and conditions set out in this Annex to the Conditions shall apply in addition to those applicable to Providers/Self-handlers using a BPS.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

BPS – A passenger baggage claim system consisting of:

- a baggage handling system for departing passengers:
 - baggage scales and a conveyor system for delivering baggage to the point where it is sorted and loaded onto the baggage trolleys;
 - Baggage Reconciliation System (BRS);
 - other related equipment;
- arriving passenger baggage handling system:
 - baggage handling conveyor system;
 - other related equipment.

Automatic baggage counting system – A system used by an airport to automatically record the number of pieces of baggage that are processed using the BPS.

BRS – The Baggage Reconciliation System (BRS) is the part of the BPS that consists of the BRS software and the handheld baggage label scanners. The BRS system is designed to reconcile whether the baggage being loaded/unloaded (at the relevant points) is at the correct destination. The BRS system is transferred from the Airport to the Providers/Self-handlers for use at KUN Airport.

2. VOLUME OF BPS USAGE

- 2.1. The BPS shall be shared by all Providers/Self-handlers providing relevant services to Air carriers. Both the Provider/Self-handler and each other user of the BPS shall be granted access to the BPS in accordance with the procedures set out in these Conditions and the Airport Rules, and within the scope of use of the BPS equipment agreed between the Provider/Self-handler and the Airport.
- 2.2. For important organizational and technical reasons, the Airport shall have the right to adjust at any time the time of use of the BPS, the location, the volume and other characteristics of the BPS equipment provided to the Provider/Self-handler. The Provider/Self-handler shall be informed thereof promptly orally (by telephone or other means).
- 2.3. The Airport shall have the discretion to grant simultaneous use of the BPS to multiple Providers/Self-handler, as long as such joint use of the BPS is technically compatible and does not create disproportionate barriers for Providers/Self-handlers. The need for Providers/Self-handlers to maintain and sort the baggage handled by the shared BPS and to bear and manage the risks involved shall not constitute a disproportionate impediment.

- 2.4. The Provider/Self-handler must inform the Airport immediately if it is unable to use the BPS properly for any reason, including the actions of other Providers/Self-handlers. The Airport undertakes to use all reasonable endeavors and to take all necessary steps to ensure that the reasons for the Provider's/Self-handler's inability to make proper use of the BPS are rectified as soon as reasonably possible.
- 2.5. The duration of use of the BPS shall be calculated from the commencement of baggage handling for departing passengers on the flight concerned until the BPS is fully released, and in the case of an arriving flight, from the commencement of unloading of the baggage from the trolley until the baggage is fully released to the passengers and the subsequent release of the transport system. The duration of use of the BPS shall not exceed the maximum duration of use of the BPS. Unless a different maximum duration of use of the BPS has been agreed between the Airport and the Provider/Self-handler, the Provider/Self-handler must use the BPS within the maximum duration of use:
 - 2.5.1. the maximum duration of use of the BPS for servicing an outbound flight shall not be set;
 - 2.5.2. the maximum duration of use of the BPS for servicing inbound flights shall be 60 minutes.
- 2.6. The Provider/Self-handler may use the BPS for handling multiple flights at the same time. In this case, the maximum duration of use of the BPS shall be calculated for each flight separately.
- 2.7. Upon expiry of the maximum duration of the use of the BPS or earlier termination of the use of the BPS, the Provider/Self-handler shall fully vacate the BPS, including removal of passengers' unclaimed baggage from the BPS, to enable its proper use by the Provider/Self-handler and/or other users of the BPS for the servicing of other flights. For the sake of clarity, it is noted that the Airport shall not be liable for any failure to collect, storage, damage and/or loss of passenger baggage.
- 2.8. If the Provider/Self-handler fails to comply with the maximum duration of use, the Airport shall have the right to require the Provider/Self-handler to cease use of the BPS.
- 2.9. Only baggage suitable for the BPS or suitably prepared and packed (adapted) for the BPS shall be transported on the BPS, and additional means (containers, pallets, boxes, etc.) shall be used for the transport of problem baggage (as defined in the Airport Baggage Handling System Manual).
- 2.10. The Provider/Self-handler shall ensure that the Provider's/Self-handler's personnel using the BPS are trained in the use of the equipment in accordance with the Provider's/Self-handler's instructions for the use of the BPS as agreed by the Provider/Self-handler and the Airport. Any malfunction of the BPS equipment caused by the Provider's/Self-handler's employees' failure to comply with the requirements set out in these Conditions and any resulting flight delays shall be the Provider's/Self-handler's responsibility.
- 2.11. Responsibility of Providers/Self-handlers for baggage handling and use of BPS equipment
 - 2.11.1. Providers/Self-handlers are responsible for the supervision of baggage transportation via BPS equipment, and its safe conveyance.
 - 2.11.2. Providers/Self-handlers must ensure that:
 - 2.11.2.1. Baggage is placed neatly and safely on the BPS equipment;
 - 2.11.2.2. The structure, mechanisms, or other components of the BPS are not damaged;
 - 2.11.2.3. Baggage transportation is carried out in compliance with the technical and safety requirements established by the Airport.
 - 2.11.3. Providers/Self-handlers are responsible for passengers' baggage from the moment it is accepted until the passengers leave the Airports' controlled baggage area.

During this period, they must ensure secure baggage identification and orderly handover to passengers or other authorized persons in accordance with the procedures established by the Airport.

- 2.12. Any damage to the BPS equipment or baggage arising from improper actions or lack of due care shall be deemed the responsibility of the Provider/Self-handler.

3. FEES

- 3.1. KUN charges for each departing passenger in accordance with the procedure set out in Clause 2.3 of Annex 4, for each departing passenger.
- 3.2. The Provider/Self-handler shall provide the Airport in writing with information on the number of departing passengers checked in (and departed) for the flight no later than 24 hours after the close of passenger check-in for the relevant flight, indicating the number of departing passengers per Air carrier.
- 3.3. The Provider/Self-handler shall provide the Airport in writing with information on the number of baggage units checked in (and departed) for the flight no later than one hour after the close of passenger check-in for the relevant flight, including the information on number of baggage units per Air carrier.
- 3.4. If the Provider/Self-handler does not provide the Airport with information on the number of baggage units allocated to a particular departing flight in accordance with the procedures set out in these Conditions and the Airport is unable to determine the number of baggage units in any other reasonable manner (in the absence of, or in the event of a malfunction of, the Automatic Baggage Counting System), it shall be assumed that there is one baggage unit per passenger.
- 3.5. If the Provider/Self-handler reports to the Airport a lower number of passengers than that indicated by the Automatic Passenger Counting System (where such a system is available), the Airport shall notify the Provider/Self-handler in writing and shall have the right to calculate the Charge and issue a VAT invoice to the Provider/Self-handler/Air Carrier based on the number of passengers recorded by the Automatic Passenger Counting System.
- 3.6. In case of any doubts regarding the number of passengers indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the Airport's request, provide additional documents confirming the number of passengers checked in (departed) for the flight.

ADDITIONAL PROVISIONS ON THE PASSENGER BAGGAGE HANDLING SYSTEM AT PALANGA AIRPORT

The terms and conditions set out in this Annex to the Conditions shall apply in addition to those applicable to Providers/Self-handlers using a BPS.

1. SPECIALIOSIOS SAVOKOS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

BPS – A passenger baggage claim system consisting of:

- a baggage handling system for departing passengers:
 - baggage scales and a conveyor system for delivering baggage to the point where it is sorted and loaded onto the baggage trolleys;
 - Baggage Reconciliation System (BRS);
 - other related equipment;
- arriving passenger baggage handling system:
 - baggage handling conveyor system;
 - other related equipment.

Automatic baggage counting system – A system used by an airport to automatically record the number of pieces of baggage that are processed using the BPS.

BRS – The Baggage Reconciliation System (BRS) is the part of the BPS that consists of the BRS software and the handheld baggage label scanners. The BRS system is designed to reconcile whether the baggage being loaded/unloaded (at the relevant points) is at the correct destination. The BRS system is transferred from the Airport to the Providers/Self-handlers for use at KUN Airport.

2. VOLUME OF BPS USAGE

- 2.1. The BPS shall be shared by all Providers/Self-handlers providing relevant services to Air carriers. Both the Provider/Self-handler and each other user of the BPS shall be granted access to the BPS in accordance with the procedures set out in these Conditions and the Airport Rules, and within the scope of use of the BPS equipment agreed between the Provider/Self-handler and the Airport.
- 2.2. For important organizational and technical reasons, the Airport shall have the right to adjust at any time the time of use of the BPS, the location, the volume and other characteristics of the BPS equipment provided to the Provider/Self-handler. The Provider/Self-handler shall be informed thereof promptly orally (by telephone or other means).
- 2.3. The Airport shall have the discretion to grant simultaneous use of the BPS to multiple Providers/Self-handler, as long as such joint use of the BPS is technically compatible and does not create disproportionate barriers for Providers/Self-handlers. The need for Providers/Self-handlers to maintain and sort the baggage handled by the shared BPS and to bear and manage the risks involved shall not constitute a disproportionate impediment.

- 2.4. The Provider/Self-handler must inform the Airport immediately if it is unable to use the BPS properly for any reason, including the actions of other Providers/Self-handlers. The Airport undertakes to use all reasonable endeavors and to take all necessary steps to ensure that the reasons for the Provider's/Self-handler's inability to make proper use of the BPS are rectified as soon as reasonably possible.
- 2.5. The duration of use of the BPS shall be calculated from the commencement of baggage handling for departing passengers on the flight concerned until the BPS is fully released, and in the case of an arriving flight, from the commencement of unloading of the baggage from the trolley until the baggage is fully released to the passengers and the subsequent release of the transport system. The duration of use of the BPS shall not exceed the maximum duration of use of the BPS. Unless a different maximum duration of use of the BPS has been agreed between the Airport and the Provider/Self-handler, the Provider/Self-handler must use the BPS within the maximum duration of use:
 - 2.5.1. the maximum duration of use of the BPS for servicing an outbound flight shall not be set;
 - 2.5.2. the maximum duration of use of the BPS for servicing inbound flights shall be 60 minutes.
- 2.6. The Provider/Self-handler may use the BPS for handling multiple flights at the same time. In this case, the maximum duration of use of the BPS shall be calculated for each flight separately.
- 2.7. Upon expiry of the maximum duration of the use of the BPS or earlier termination of the use of the BPS, the Provider/Self-handler shall fully vacate the BPS, including removal of passengers' unclaimed baggage from the BPS, to enable its proper use by the Provider/Self-handler and/or other users of the BPS for the servicing of other flights. For the sake of clarity, it is noted that the Airport shall not be liable for any failure to collect, storage, damage and/or loss of passenger baggage.
- 2.8. If the Provider/Self-handler fails to comply with the maximum duration of use, the Airport shall have the right to require the Provider/Self-handler to cease use of the BPS.
- 2.9. Only baggage suitable for the BPS or suitably prepared and packed (adapted) for the BPS shall be transported on the BPS, and additional means (containers, pallets, boxes, etc.) shall be used for the transport of problem baggage (as defined in the Airport Baggage Handling System Manual.)
- 2.10. The Provider/Self-handler shall ensure that the Provider's/Self-handler's personnel using the BPS are trained in the use of the equipment in accordance with the Provider's/Self-handler's instructions for the use of the BPS as agreed by the Provider/Self-handler and the Airport. Any malfunction of the BPS equipment caused by the Provider's/Self-handler's employees' failure to comply with the requirements set out in these Conditions and any resulting flight delays shall be the Provider's/Self-handler's responsibility.
- 2.11. Responsibility of Providers/Self-handlers for baggage handling and use of BPS equipment
 - 2.11.1. Providers/Self-handlers are responsible for the supervision of baggage transportation via BPS equipment, and its safe conveyance.
 - 2.11.2. Providers/Self-handlers must ensure that:
 - 2.11.2.1. Baggage is placed neatly and safely on the BPS equipment;
 - 2.11.2.2. The structure, mechanisms, or other components of the BPS are not damaged;
 - 2.11.2.3. Baggage transportation is carried out in compliance with the technical and safety requirements established by the Airport.
 - 2.11.3. Providers/Self-handlers are responsible for passengers' baggage from the moment it is accepted until the passengers leave the Airports' controlled baggage area.

During this period, they must ensure secure baggage identification and orderly handover to passengers or other authorized persons in accordance with the procedures established by the Airport.

2.11.4. Any damage to the BPS equipment or baggage arising from improper actions or lack of due care shall be deemed the responsibility of the Provider/Self-handler.

3. FEES

- 3.1. PLQ charges for each arriving and departing passenger in accordance with the procedure set out in Clause 2.3 of Annex 4, for each departing passenger.
- 3.2. The Provider/Self-handler shall provide the Airport in writing with information on the number of departing passengers checked in (and departed) for the flight no later than 24 hours after the close of passenger check-in for the relevant flight, indicating the number of departing passengers per Air carrier.
- 3.3. The Provider/Self-handler shall provide the Airport in writing with information on the number of baggage units checked in (and departed) for the flight no later than one hour after the close of passenger check-in for the relevant flight, including the information on number of baggage units per Air carrier.
- 3.4. If the Provider/Self-handler does not provide the Airport with information on the number of baggage units allocated to a particular departing flight in accordance with the procedures set out in these Conditions and the Airport is unable to determine the number of baggage units in any other reasonable manner (in the absence of, or in the event of a malfunction of, the Automatic Baggage Counting System), it shall be assumed that there is one baggage unit per passenger.
- 3.5. If the Provider/Self-handler reports to the Airport a lower number of passengers than that indicated by the Automatic Passenger Counting System (where such a system is available), the Airport shall notify the Provider/Self-handler in writing and shall have the right to calculate the Charge and issue a VAT invoice to the Provider/Self-handler/Air Carrier based on the number of passengers recorded by the Automatic Passenger Counting System.
- 3.6. In case of any doubts regarding the number of passengers indicated by the Provider/Self-handler, the Provider/Self-handler shall, at the Airport's request, provide additional documents confirming the number of passengers checked in (departed) for the flight.

ADDITIONAL PROVISIONS ON EQUIPMENT AND RELATED SERVICES FOR THE PROVISION OF GROUND POWER UNITS AT VILNIUS AIRPORT

The terms and conditions set out in this Annex to the Terms and Conditions shall additionally apply to Providers/Self-handlers using GPU Equipment.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise:

GPU Equipment – Equipment for the supply of electrical power to aircraft: frequency converter equipment, cable extension trolleys, current rectifiers for the supply of electrical power to aircraft, and other related equipment, together with related services.

Aircraft parking – A parking area within an airport that is identified by an assigned number and where GPU Equipment is installed.

2. SCOPE OF USE OF GPU EQUIPMENT

- 2.1. The Airport shall grant the Provider/Self-handler the right to use the GPU Equipment located in the Aircraft Parking Lot where the Provider's/Self-handler's aircraft is parked or the Mobile GPU Equipment in the absence of a fixed GPU Equipment on the Parking Lot.

3. RIGHTS AND OBLIGATIONS OF THE PROVIDERS/SELF-HANDLERS

- 3.1. The Provider/Self-handler shall inspect the GPU Equipment provided to it prior to each use of the GPU Equipment and shall promptly notify the Airport Responsible Person of any defects or irregularities in the GPU Equipment.
- 3.2. The Provider/Self-handler shall ensure that the Provider's employees using the GPU Equipment are trained in the use of the GPU Equipment in accordance with the Provider's/Self-handler's instructions for the use of the GPU Equipment, which have been prepared by the Provider/Self-handler and agreed with the Airport.
- 3.3. The Provider/Self-handler shall return the GPU Equipment to the Airport in the same condition in which it was provided, except for any defects or irregularities in the GPU Equipment which have been brought to the attention of the Airport and normal wear and tear.
- 3.4. The Provider/Self-handler shall only be entitled to use mobile power supply equipment if there is no reasonable prospect of using the GPU Equipment. In the event that the Provider/Self-handler uses mobile equipment instead of GPU Equipment to supply electricity to the aircraft, the Provider/Self-handler shall notify the Airport Responsible Person in writing at least prior to the commencement of the use of mobile equipment.

4. PROCEDURES FOR USING GPU EQUIPMENT

- 4.1. The Provider/Self-handler shall, at its own cost and risk, connect and operate the GPU Equipment made available to it for use and shall ensure that it is properly switched off at the end of its use.

- 4.2. In the event of a failure of the GPU Equipment made available to the Provider/Self-handler, the Provider/Self-handler shall immediately inform the Airport Responsible Person and, in coordination with the Airport, arrange for an alternative method of supplying electricity to the aircraft: the use of mobile equipment, the provision of an alternative aircraft parking area, etc.
- 4.3. The Airport shall respond promptly to the Provider's/Self-handler's notifications and provide all assistance reasonably required by the Provider/Self-handler, including troubleshooting, assistance in locating available aircraft parking and other similar actions.
- 4.4. The Airport undertakes to take the necessary steps and measures to ensure that the reasons why Providers/Self-handlers are unable to make proper use of the GPU Equipment made available to them are rectified as soon as reasonably possible.
- 4.5. In the event of equipment failure or malfunction, the Airport shall not be deemed to be in breach of its obligations to the Provider/Self-handler and shall not be liable for any damage caused in such cases, provided that the Airport has made all reasonable efforts to rectify the malfunction or malfunction and to provide the Provider/Self-handler with the other assistance referred to above at the request of the Provider.

5. FEES

- 5.1. VNO charges for use of GPU Equipment per each aircraft for which electricity has been supplied. The fees shall be calculated for each three-hour period of use of the Equipment. The time the Equipment has been used shall be rounded up, i.e. 5 minutes of use of the equipment shall be considered to be three-hour use.
- 5.2. Electricity supplied to aircraft by GPU Equipment installed in aircraft parking areas shall be included in the fixed fee for the use of GPU Equipment.
- 5.3. The Provider/Self-handler shall ensure the timely submission of data to the Airport regarding the use of the GPU Equipment. The data provision shall include.
 - 5.3.1. Daily information on the units of electricity supply equipment used or not used for aircraft. The information shall be submitted at the end of each day, but no later than within 24 (twenty-four) hours after the end of the respective day. The information shall indicate the flight numbers of the flights for which the equipment was used or not used.
 - 5.3.2. Monthly information on the total use of the Equipment. The information shall be submitted in the agreed format at the beginning of the following month, but no later than by the third working day of that month.

ADDITIONAL PROVISIONS ON EQUIPMENT AND RELATED SERVICES FOR THE PROVISION OF GROUND POWER UNITS AT KAUNAS AIRPORT

The terms and conditions set out in this Annex to the Terms and Conditions shall additionally apply to Providers/Self-handlers using GPU Equipment.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings unless expressly provided otherwise:

GPU Equipment – Equipment for the supply of electrical power to aircraft: frequency converter equipment, cable extension trolleys, current rectifiers for the supply of electrical power to aircraft, and other related equipment, together with related services.

Aircraft parking – A parking area within an airport that is identified by an assigned number and where GPU Equipment is installed.

2. SCOPE OF USE OF GPU EQUIPMENT

- 2.1. The Airport shall grant the Provider/Self-handler the right to use the GPU Equipment located in the Aircraft Parking Lot where the Provider's/Self-handler's aircraft is parked or the Mobile GPU Equipment in the absence of a fixed GPU Equipment on the Parking Lot.

3. RIGHTS AND OBLIGATIONS OF THE PROVIDERS/SELF-HANDLERS

- 3.1. The Provider/Self-handler shall inspect the GPU Equipment provided to it prior to each use of the GPU Equipment and shall promptly notify the Airport Responsible Person of any defects or irregularities in the GPU Equipment.
- 3.2. The Provider/Self-handler shall ensure that the Provider's employees using the GPU Equipment are trained in the use of the GPU Equipment in accordance with the Provider's/Self-handler's instructions for the use of the GPU Equipment, which have been prepared by the Provider/Self-handler and agreed with the Airport.
- 3.3. The Provider/Self-handler shall return the GPU Equipment to the Airport in the same condition in which it was provided, except for any defects or irregularities in the GPU Equipment which have been brought to the attention of the Airport and normal wear and tear.
- 3.4. The Provider/Self-handler shall only be entitled to use mobile power supply equipment if there is no reasonable prospect of using the GPU Equipment. In the event that the Provider/Self-handler uses mobile equipment instead of GPU Equipment to supply electricity to the aircraft, the Provider/Self-handler shall notify the Airport Responsible Person in writing at least prior to the commencement of the use of mobile equipment.

4. PROCEDURES FOR USING GPU EQUIPMENT

- 4.1. The Provider/Self-handler shall, at its own cost and risk, connect and operate the GPU Equipment made available to it for use and shall ensure that it is properly switched off at the end of its use.

- 4.2. In the event of a failure of the GPU Equipment made available to the Provider/Self-handler, the Provider/Self-handler shall immediately inform the Airport Responsible Person and, in coordination with the Airport, arrange for an alternative method of supplying electricity to the aircraft: the use of mobile equipment, the provision of an alternative aircraft parking area, etc.
- 4.3. The Airport shall respond promptly to the Provider's/Self-handler's notifications and provide all assistance reasonably required by the Provider/Self-handler, including troubleshooting, assistance in locating available aircraft parking and other similar actions.
- 4.4. The Airport undertakes to take the necessary steps and measures to ensure that the reasons why Providers/Self-handlers are unable to make proper use of the GPU Equipment made available to them are rectified as soon as reasonably possible.
- 4.5. In the event of equipment failure or malfunction, the Airport shall not be deemed to be in breach of its obligations to the Provider/Self-handler and shall not be liable for any damage caused in such cases, provided that the Airport has made all reasonable efforts to rectify the malfunction or malfunction and to provide the Provider/Self-handler with the other assistance referred to above at the request of the Provider.

5. FEES

- 5.1. KUN charges for use of GPU Equipment per each aircraft for which electricity has been supplied. The fees shall be calculated for each three-hour period of use of the Equipment. The time the Equipment has been used shall be rounded up, i.e. 5 minutes of use of the equipment shall be considered to be three-hour use.
- 5.2. Electricity supplied to aircraft by GPU Equipment installed in aircraft parking areas shall be included in the fixed fee for the use of GPU Equipment.
- 5.3. The Provider/Self-handler shall ensure the timely submission of data to the Airport regarding the use of the GPU Equipment. The data provision shall include.
 - 5.3.1. Daily information on the units of electricity supply equipment used or not used for aircraft. The information shall be submitted at the end of each day, but no later than within 24 (twenty-four) hours after the end of the respective day. The information shall indicate the flight numbers of the flights for which the equipment was used or not used.
 - 5.3.2. Monthly information on the total use of the Equipment. The information shall be submitted in the agreed format at the beginning of the following month, but no later than by the third working day of that month.

ADDITIONAL PROVISIONS ON PASSENGER BOARDING BRIDGES AND THEIR SERVICING AT VILNIUS AIRPORT

The terms and conditions set out in this Annex to the Terms and Conditions shall apply in addition to the terms and conditions applicable to Providers/Self-handlers using the Passenger Boarding Bridges.

1. SPECIFIC TERMS

Capitalized terms used in this Annex to the Terms and Conditions shall have the following meanings, unless expressly provided otherwise:

Passenger Boarding Bridges – Boarding and disembarking bridges (telescopic stairways) and related special-purpose centralized passenger arrival terminal technical equipment for the boarding and disembarking of passengers from/to aircraft.

Passenger boarding bridge support services – Maintenance of the Passenger boarding bridge, including ventilation, heating and lighting, is carried out during its use.

2. SCOPE OF USE OF THE PASSENGER BOARDING BRIDGE

- 2.1. The Galleries shall be shared by all Providers/Self-handlers providing relevant services to Air carriers. Both the Provider/Self-handler and each other user of the Passenger boarding bridges shall have access to the Passenger boarding bridges in accordance with the procedures set out in these Conditions and the Airport Rules and within the scope of use of the Passenger boarding bridges agreed between the Provider/Self-handler and the Airport.
- 2.2. Based on the types of aircraft planned for the flights, aircraft are parked at the Passenger boarding bridges. In the event of a change in the type of aircraft, the aircraft shall be promptly re-parked by informing the Provider/Self-handler verbally (by telephone or other means). The daily flight schedule provided by the Airport is indicative and does not create a legal obligation on the part of the Airport to guarantee to the Provider/Self-handler the provision of the Passenger boarding bridges and the time of their use as specified in the notification, if, for objective reasons, the Airport's technical or organizational capacity to provide the agreed number of the Passenger boarding bridges and the time of their use subsequently changes.
- 2.3. In the event of important reasons, the Airport shall have the right to adjust the availability and time of use of the Passenger boarding bridge at any time by promptly informing the Provider/Self-handler orally (by telephone or other means).
- 2.4. The duration of use of the Passenger boarding bridge is calculated from the moment the Passenger boarding bridge is connected to the aircraft until the moment the Passenger boarding bridge is disconnected from the aircraft. Unless otherwise agreed between the Airport and the Provider / Self-handler in a specific case, the Provider / Self-handler shall use the Passenger boarding bridge within the maximum duration of its use. The maximum duration of use of the Passenger boarding bridge is defined as follows: if, with the consent of the Airport, the same Passenger boarding bridge is used for the disembarkation and embarkation of passengers on the same aircraft and the Passenger boarding bridge is not required by other Providers/Self-handler Providers during the relevant period of time, the maximum duration of use of the Passenger boarding bridge shall be 2 hours.

- 2.5. The Airport may, taking into account the daily flight schedule, in particular if the Passenger boarding bridge is not required to service other aircraft, allow the Provider/Self-handler to use the Passenger boarding bridge for a period longer than the maximum duration of use of the Passenger boarding bridge as set out in Clause 2.4 of this Annex.
- 2.6. If the Provider/Self-handler fails to comply with the maximum duration of use of the Passenger boarding bridge, the Airport shall have the right to require the Provider/Self-handler to cease use of the Passenger boarding bridge and to remove the aircraft from the Passenger boarding bridge site.
- 2.7. Unless otherwise agreed between the Provider/Self-handler/Air Carrier and the Airport in a particular case, in the case of the use of the Passenger boarding bridge, the Airport shall provide the Provider/Self-handler/Air Carrier with the following Passenger boarding bridge Support Services:
 - 2.7.1. ventilation of the Passenger boarding bridge;
 - 2.7.2. heating of the Passenger boarding bridge;
 - 2.7.3. Passenger boarding bridge lighting.
- 2.8. The connection and disconnection of the Passenger boarding bridge to the aircraft shall be carried out by the Provider's/Self-handler's personnel.

3. FEES

- 3.1. The fee for the use of a Passenger Boarding Gallery shall be payable for each use of a single Gallery for passenger boarding and disembarkation from the aircraft. If the Gallery is used only for boarding or only for disembarkation, the full fee shall still apply for such use.
- 3.2. If, due to unforeseen circumstances, including operational or technical requirements of the Airport, an aircraft connected to a Gallery must be temporarily disconnected and/or moved, no additional fee shall apply for reconnecting the aircraft to the Gallery.
- 3.3. A VAT invoice shall be issued to the Provider/Self-handler/Air Carrier based on the information available to the Airport regarding the actual use of the Gallery.

CONTACT INFORMATION

Contact details of the person responsible in case of questions:

Nature of the question	VNO	KUN	PLQ
Application submission	avia@ltou.lt and info@ltou.lt		
Concerning the conclusion of an Airport Facilities Use Agreement	avia@ltou.lt and info@ltou.lt		
Airport infrastructure disruptions and failures	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
All issues related to the use of CI facilities	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
Concerning invoices	opsvno@ltou.lt and apskaita@ltou.lt		
Aviation security issues	security@ltou.lt		
Emergency management issues	emergency@ltou.lt		
Safety management system issues	safety@ltou.lt		

Contact details of the person responsible:

Subject, Conditions Clause	VNO	KUN	PLQ
Application submission (3.2)	info@ltou.lt		
Conclusion of an Airport infrastructure agreement (Chapter 9)	info@ltou.lt		
Changes in information, documentation and ground handling services provided by the Provider/Self-handler (p. 6.4, 8.7)	info@ltou.lt		
Airport infrastructure disruptions and failures	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
CUPPS system failures (Annexes 6-7)	itpagalba@ltou.lt; tel. (24x7) +370 5 2739032		
Events or circumstances affecting the proper use of the Airport Facilities, inability to make proper use of the Airport Facilities due to the acts or omissions of other Providers or persons (Clause 9.6, 9.7)	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
All other information related to the use of CI facilities	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
Aviation security issues	security@ltou.lt		
Emergency management (Chapter 7)	emergency@ltou.lt		
Safety management system issues (Chapter 7)	safety@ltou.lt		
For direct settlement (p. 10.1)	avia@ltou.lt ir info@ltou.lt		
Comments on invoices issued, (p. 10.4.2)	apskaita@ltou.lt		
Actual use of centralized infrastructure, reporting for billing purposes (p. 10.7, Annexes 6-11)	opsvno@ltou.lt	opskun@ltou.lt	opsplq@ltou.lt
Copy of the third-party liability insurance certificate (p.11.11)	info@ltou.lt		