

ORGANI SHQYRTUES I PROKURIMIT

Sipas Nenit 109 të Ligjit nr. 04/L-042 për Prokurimin Publik të Republikës së Kosovës, i ndryshuar dhe plotësuar me ligjin Nr. 04/L-237, ligjin Nr. 05/L-068 dhe ligjin Nr. 05/L-092

Një ankesë kundër: **AGJENCIA E SHËRBIMEVE TË NAVIGACIONIT AJROR**

Për Aktivitetin e Prokurimit:

Numri i Prokurimit	254-24-10676-1-2-1
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Sa i përket tenderit për: Shërbime të udhëtimit me Aeroplan - Bileta

1. Identifikimi i OPERATORIT EKONOMIK

Emri i Kompanisë: AS Travel Club Sh.P.K

Adresa : Rr. Tringe Smajli Nr. 6, Prishtinë

Numri Telefonit: 044-158 544

Emri i plotë i përfaqësuesit (te autorizuarit) të kompanisë suaj: Flamur Bahtijari

Adresa elektronike: info@astravel-club.com

Data e parashtrimit të ankesës: 18.11.2024

Nënshkrimi dhe vula:



**Ankues do të thotë një palë e interesuar për parashtrim të ankesës.*

2. Identifikimi i avokatit

Parashtruesi i ankesës mund ta parashtroj ankesën vetëm ose përmes avokatit të tij. Nëse ankesa parashtrohet përmes avokatit, atëherë duhet bashkangjitur autorizimin e përfaqësimit me PROKURË.
Shëno të dhënat si në vijim:

(Emri i avokatit)

(Adresa e plotë)

(Numri i Telefonit)(Numri i faks-it)

(Adresa elektronike)

(Data e parashtrimit të ankesës)(Nënshkrimi dhe vula)

3. Të dhënat mbi aktivitetin e prokurimit

Shëno një përshkrim të shkurtër lidhur me datën dhe vendin në të cilën është publikuar "Njoftimi për Kontratë" apo "Njoftimi për konkurs të projektimit" dhe, nëse aplikohet "Njoftimi për dhënie të Kontratës" apo "Njoftimi për Rezultatet e Konkursit të Projektimit", afatin e fundit për dorëzimin e tenderit, datën dhe orën e fillimit të procesit për Hapjen e Tenderëve, si dhe kriteri për dhënie të kontratës:

1. Dosja e Tenderit dhe Përshkrimi i Çmimeve : 04.10.2024
2. B05- Njoftimi për kontrate: 14.10.2024
3. Afati për dorëzim të tenderit: 01.11.2024;
4. Kriteret e dhënies: Tenderi i përgjegjshëm me Çmimin më të ulët;
5. Procesverbali i Hapjes së Ofertave; 01.11.2024
6. Formulari B58- Njoftimi për dhënie të kontratës/vendimi i AK : 05.11.2024.
7. Kërkesë për qasje në Dokumentet e Tenderit: 05.11.2024;
8. Lejimi në Qasje të dokumenteve të Tenderit: 06.11.2024;
9. Kërkesë për Rishqyrtim: 11.11.2024;
10. Vendimi i AK- Refuzim i Kërkesës për Rishqyrtim : 13.11.2024;

4. Procesi i Hapjes së tenderëve, nëse aplikohet

A keni marrë pjesë në procesin e Hapjes së tenderëve? Nëse po, specifikoni shkurtimisht ecurinë e procesit të Hapjes së Tenderëve.

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Hapja në mënyrë elektronike 01.11.2024 - Nuk kemi marrë pjesë në hapje të ofertave

5. Njoftimi mbi Eliminimin e Tenderuesve, nëse aplikohet

A jeni njoftuar me shkrim lidhur me eliminimin tuaj nga pjesëmarrja e mëtutjeshme në aktivitetin e prokurimit ? A keni bërë ndonjë reagim me shkrim dhe/ose kërkuar sqarime shtesë nga AK lidhur me arsyet e eliminimit tuaj, si dhe a u është përgjigjur me shkrim AK në lidhje me këtë? Nëse po, ofroni shkurtimisht detaje mbi këtë fakt:

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Autoriteti Kontraktues - me datën **05.11.2024** në platformën e E-Prokurimit ka bere publikimin e Formularit Standard B 58- Njoftimi për dhënie të kontratës/vendimi i AK.

Këtij Vendimi Autoriteti Kontraktues ja ka bashkangjitur Letrën Standarde për Tenderuesin e Suksesshëm - OE: Prime Tours & Travel SH.P.K nga Prishtina.

Gjithashtu këtij vendimi ja ka bashkangjitur edhe Letrën Standarde për Tenderuesin e Eliminuar të kompanisë tone AS Travel Club SHPK.

6. Zgjidhja preliminare e mosmarrëveshjeve

A keni bërë kërkesë për rishqyrtim pranë AK lidhur me arsyet e eliminimit tuaj?

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Nëse po, ofroni detaje mbi këtë fakt dhe bashkëngjit një kopje të vendimit të miratuar nga AK gjatë kontekstit paraprak të zgjidhjes së mosmarrëveshjeve në përputhje me nenin 108A të LPP-se.

Me datën 11.11.2024 përmes platformës së e-prokurimit kemi dërguar Kërkesën për Rishqyrtim të Autoriteti Kontraktues

Me datën 13.11.2024 përmes platformës së E-prokurimit kemi pranuar përgjigjeje – Vendimin nga Autoriteti Kontraktues për refuzim të kërkesës tonë për rishqyrtim.

7. Dispozitat e shkelura nga Autoriteti Kontraktues

Specifikoni dispozitën ose dispozitat e LPP-së që supozohet të jenë shkelur nga Autoriteti Kontraktues që nga momenti i publikimit të Njoftimit për Kontratë/Konkurs të Projektimit, dhe nëse aplikohet gjerë në përmblylljen e këtij aktiviteti të prokurimit me publikimin e Njoftimit për Dhënien e Kontratës apo Njoftimit për Rezultatet e Konkursit të Projektimit apo Njoftimit për Anulim.

Shkeljet e dispozitave të Ligjit Nr. 04/L-042 për Prokurimin Publik të Republikës së Kosovës, i ndryshuar dhe plotësuar me ligjin Nr. 04/L-237, ligjin Nr. 05/L-068 dhe ligjin Nr. 05/L-92, (LPP), janë:

Neni 59 -Ekzaminimi, Vlerësimi dhe Krahasimi i Tenderë;

Neni 52 paragrafi 7 i LPP;

Neni 62- Përfundimi i Aktivitetit të Prokurimit;

Shkeljet e dispozitave - Rregullores 01/2022 për Prokurimin Publik, janë:

Neni 40 -Ekzaminimi, Vlerësimi dhe Krahasimi i Tenderëve

Neni 43- Ndërprerja e procedurave të prokurimit

8. Deklaratë detale mbi faktet dhe argumentet

Përshkruani rrethanat faktike që përbëjnë supozimin për shkeljen e dispozitave të LPP-së. Ofroni deklaratë të qartë dhe të detajuar për faktet dhe argumentet të cilat mbështesin secilën bazë të ankesës tuaj.

Autoriteti Kontraktues - me datën **05.11.2024** në platformën e E-Prokurimit ka bere publikimin e Formularit Standard B 58- Njoftimit mbi Vendimin e Autoritetit Kontraktues ku me kontrate ka shpërblyer OE: Prime Tours & Travel SH.P.K nga Prishtina.

Me datën **05.11.2024** kemi bere kërkesë për qasje në dokumente e tenderit dhe Autoriteti Kontraktues, me datën **06.11.2024** përmes e-mailt zyrtare na ka dërguar dokumentet e tenderit (ofertën) e OE: Prime Tours & Travel SH.P.K nga Prishtina.

Nga dokumentacioni i tenderit (ofertës), të OE: Prime Tours & Travel SH.P.K të cilin Autoriteti Kontraktues – **AGJENCIA E SHËRBIMEVE TË NAVIGACIONIT AJROR** e ka shpërblyer me kontrate kemi konstatuar së komisioni i vlerësimit të ofertave, vlerësimin e ofertave dhe rekomandimin që me kontrate të shpërblehet OE: Prime Tours & Travel SH.P.K, e ka bere në kundërshtim të plote me legjislacionin primar dhe sekondar të prokurimit publik të aplikueshëm në Republikën e Kosovës konkretisht, Nenin 59 dhe 62 të LPP si dhe nenit 40 dhe 43 të Rregullores 01/2022 për Prokurimin Publik.

Me datën **11.11.2024** përmes platformës së e-prokurimit kemi dërguar Kërkesën për Rishqyrtim të Autoriteti Kontraktues- **AGJENCIA E SHËRBIMEVE TË NAVIGACIONIT AJROR**.

Me datën **13.11.2024** përmes platformës së E-prokurimit kemi pranuar përgjigjeje – Vendimin nga Autoriteti Kontraktues për refuzim të kërkesës ton për rishqyrtim.

Nga të dhënat e shënuara në këtë Vendim të Refuzimit të Kërkesës për Rishqyrtim shihet së Autoriteti Kontraktues fare nuk është marre me pretendimet tona ankimore dhe as që e ka marre mundin për të verifikuar dokumentet e OE: Prime Tours & Travel SH.P.K për të cilat ne kemi pretenduar së janë fiktive të modifikuara dhe falsifikuara për të cilat i kemi dërguar dëshmitë ne formatin PDF dhe video.

Pretendimi ankimor - 1: Shkelje e Neni - 59 të LPP dhe nenit 40 të Rregullores 01/2022 për Prokurimin Publik

Autoriteti Kontraktues në Dosjen e Tenderit – Fleta e të Dhënave të Tenderit (FDT) neni 9.1&9.2 Kapaciteti teknik dhe profesional ka kërkuar :

Kërkesa 8:

Operatori ekonomik duhet te këtë se paku 2 (dy) punëtorë te kualifikuar përgjegjës për sigurimin e shërbimeve të cilët duhet të jenë të trajnuar nga Asociacioni Ndërkombëtar i Transportit Ajror (International Air Transport Association- IATA) dhe të kenë minimum 6 muaj përvojë pune.

Dëshmia e kërkuar dokumentare:

8.Certifikat, diplomat ose licencat profesionale të punëtorëve të lëshuara nga Asociacioni Ndërkombëtar i Transportit Ajror (International Air Transport Association- IATA) për së paku 2 (dy) punëtorë të kualifikuar si dhe kopjet e kontratave të punës së 2 punëtorëve të kërkuar (ose marrëveshje për projekt), dhe duhet të dëshmojnë përvojën e së paku 6 muaj në shërbime të ngjashme me dëshmi te pageses se kontributit pensional ne FKPK (Trusti). OE munden të aplikojnë edhe me staf që kanë marrëveshje për këtë projekt.

OE: Prime Tours & Travel SH.P.K që Autoriteti Kontraktues ka shpërblyer me Kontrate për ta plotësuar këtë kriter së bashku me ofertën ka dorëzuar Listën e stafit ku janë të shënuar emrat e tri të punësuarave:

1.Dorina Cakolli:

Dëshmitë e dorëzuara- Kontrate për Shërbime të Veçanta-Para Kontrate **pa datën së kur është nënshkruar para kontrata nga te dy palët për këtë aktivitet të prokurimit. Nuk janë hartuar dhe nënshkruar nga palët para kontrata por në mënyrë elektronike është ndërhyre dhe është falsifikuar para kontratat me të cilën OE Prime Tours & Travel SH.P.K ka ofertuar ma herët të AK-Kuvendin e Kosovës për aktivitetin me numër te prokurimit: 101-24-5676-2-1-1 - Shërbime të udhëtimit me Aeroplan – Bileta.** Gjithashtu ka ndërhyje dhe falsifikim të nenin 4 të kësaj para kontratë ku shënon: I punësuari themelon marrëdhënie pune ne kohe te caktuar duke filluar nga data e nënshkrimit te kontratës me **ASHNA** dhe për kohëzgjatje 12 Muaj”. Ne para kontratën para ndërhyrjes shënon “ I punësuari themelon marrëdhënie pune ne kohe të caktuar duke filluar nga data e nënshkrimit te kontratës me **Kuvendin e Kosovës** dhe për kohëzgjatje 25 Muaj”.

Në këtë Kontrate për Shërbime të Veçanta-Para Kontrate , **ka dyshime bindëse së nënshkrimi i Punëdhënësit -Fisnik Dragusha është i falsifikuar.**

Të gjitha këto fakte, dëshmojnë së kjo Kontrate për Shërbime të Veçanta-Para Kontrate **nuk ka të beje fare me këtë aktivitet të prokurimit, është dokument fiktiv dhe i falsifikuar.**

Diploma e IATA-së, vetëm me një vule të pa dukshme dhe pa nënshkrime të personave përgjegjës që kane lëshuar këtë diplome si dhe forma e kësaj Diplome është tjetër me Diplomat që i lëshon IATA. Bazuar ne këto fakte ne kemi dyshime të besueshme se kjo Diplome është fiktive dhe e falsifikuar.

2. Besa Danca:

Dëshmitë e dorëzuara Kontrata e Punës, Diploma e IATA.

Diploma e IATA me numër **218230 AUK KO**, është e falsifikuar. Këtë e dëshmon E-maili që kemi pranuar nga IATA me datën **08.11.2024**, ku IATA konfirmon së Studentja Besa Danca nuk e ka përfunduar kursin dhe nuk ka bere asnjë përpjekje për të hyre në provimin. (Dëshmi -Emaili nga IATA i datës 08.11.2024).

Për informimin tuaj: Për tu pajisur me diplome të IATA-së, së pari duhet me përfunduar kursin dhe pastaj duhet me hy në provim dhe ma kaluar me sukses provimin me mbi **60 %** të përgjigjeve duhet të jene të sakta.

3.Arlinda Kushevica:

Dëshmitë e dorëzuara - Kontrate për Shërbime të Veçanta-Para Kontrate pa datën së kur është nënshkruar para kontrata nga te dy palët për këtë aktivitet të prokurimit. Nuk janë hartuar dhe nënshkruar nga palët para kontrata por në mënyrë elektronike është ndërhyrë dhe është falsifikuar para kontratat me të cilën OE Prime Tours & Travel SH.P.K ka ofertuar ma herët të AK- Kuvendin e Kosovës për aktivitetin me numër të prokurimit: **101-24-5676-2-1-1 - Shërbime të udhëtimit me Aeroplan – Bileta**. Gjithashtu ka ndërhyrë dhe falsifikim të nenin 4 të kësaj para kontratë ku shënon: “I punësuar themelon marrëdhënie pune ne kohe të caktuar duke filluar nga data e nënshkrimit të kontratës me **ASHNA** dhe për kohëzgjatje **12 Muaj**”. Ndërsa ne para kontratën para ndërhyrjes shënon “ I punësuar themelon marrëdhënie pune ne kohe të caktuar duke filluar nga data e nënshkrimit të kontratës me **Kuvendin e Kosovës** dhe për kohëzgjatje **25 Muaj**”.

Në këtë Kontrate për Shërbime të Veçanta-Para Kontrate , ka dyshime bindëse së nënshkrimi i Punëdhënësit -Fisnik Dragusha është i falsifikuar.

Të gjitha këto fakte, dëshmojnë së kjo Kontrate për Shërbime të Veçanta-Para Kontrate nuk ka të beje fare me këtë aktivitet të prokurimit, është dokument fiktiv dhe i falsifikuar.

Dëshmitë tjera – CV, Diploma e IATA-së

Në CV e Arlinda Kushevica shënon së trajnimin nga IATA e ka mbajtur në JAT në vitin 2000. Ndërsa në Diplomën e IATA-së me numër 178746 AUK KO shënon Montreal – March 2006.

Vërehet kjo pjesë ku shënon emri, fillimisht është mbuluar me korrektor ngjyre të bardhe emri origjinal i poseduesit të Diplomës origjinale dhe mbi të është shënuar emri i Arlinda Kushevica.

Gjithashtu shihet qartë së tek emërtimi i kursit është mbuluar me korrektore pjesë ku pas EBT në diplomat origjinale shënon COURSE ndërsa në këtë diplomë pjesën COURSE, pas shlyerjes e ka vendosur në rreshtin tjetër. Gjithashtu gjatë ndërhyrjeve që janë bërë në diplomën origjinale të poseduesit shihet qartë së vendi, muaj dhe viti (Montral, March 2006) është fshirë me korrektor nga vendi origjinal dhe është shënuar një rresht ma poshtë. Logo e IATA- emri IATA ne diplomën origjinal është ne forme të logos ndërsa ne Diplomën e falsifikuar emri IATA është shënuar si tekst dhe përfunditë tekstit vërehet qartë korrektori i përdorur për fshirjen e logos origjinale. Në diplomën origjinal teksti: KNOWLENDE,EXPERIENCE,NETWORKING,SKILLS dhe RESULTS ndahen me pika ndërmjet (bullet points - •) ndërsa ne diplomën e falsifikuar ndarja në dy vende është bërë me simbolin e yllit (star - *). Të gjitha vendet që është ndërhyrë i keni të rrumbullakosura me ngjyre të kuqe. Kemi dëshmi bindëse së Diploma origjinal që është dorëzuar në emër të Arlinda Kushevica me numër 178746 AUK KO i përket një personi tjetër.

Të gjitha këto fakte, dëshmojnë që Diploma e IATA që është dorëzuar në emër të Arlinda Kushevica me numër 178746 AUK KO është dokument fiktiv dhe i falsifikuar.

Operatori Ekonomik - Prime Tours & Travel SH.P.K i ka bashkangjitur të skanuara para kontratat dhe ka mashtruar Autoriteti Kontraktues për faktin së Komisionin e Vlerësimit të ofertave e ka qite në lajthitje. Por jo edhe neve pasi që në momentin si të hapen para kontratat në PDF shume qarte vërehet ndërhyrjet dhe falsifikimet që ka bere ky OE në para kontratat që ka dërguar të skanuara të Autoriteti Kontraktues Diplomat e IATA- së dhe nënshkrimet ne parakontrata.

Ketë mund ta vëreni tani në dëshmitë e bashkangjitura me poshtë:

Nënshkrimi i përfaqësuesit të punëdhënësit Fisnik Dragusha ndryshon substancialisht në Kontratat, Kontrate për Shërbime te Veçanta-Para Kontrate e stafit, Deklaratën nen Betim Deklaraten per Specifikat Teknike dhe Marrëveshjet e Pajtimit me Amadeus.

Nënshkrimi i Drejtorit Menaxhues Fisnik Dragusha në Kontratën për Shërbime te Veçanta-Para Kontrate të **Dorina Cakolli**

Punedhenesi:

Nënshkrimi i Drejtorit Menaxhues Fisnik Dragusha në kontratën e punës të punësuarës Besa Danca

Nënshkrimi i Drejtorit Menaxhues Fisnik Dragusha në Kontratën për Shërbime të Veçanta-Para Kontrate të **Arlinda Kushevica**;

Punedhenesi:

Nënshkrimi i Drejtorit Menaxhues - Fisnik Dragusha në Deklaratën nen Betim;

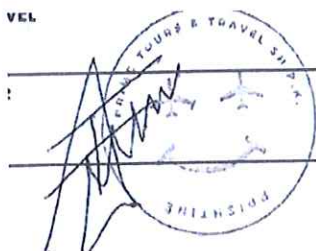


Nënshkrimi i Drejtorit Menaxhues - Fisnik Dragusha në Deklaratën për Specifika Teknike



Nënshkrimi i Drejtorit Menaxhues - Fisnik Dragusha në Marrëveshje e Pajtimi me Amadeus me numër të protokollit **27/23** të datës **13.02.2023** dhe një Marrëveshje për Termat e Marrëveshjes së Pajtitimit me Amadeus me numër të protokollit **38/23** të datës **13.03.2023**.

VEL

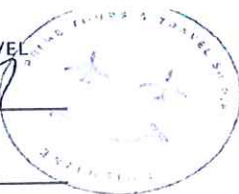


PRIME TOURS & TRAVEL

Fisnik Dragusha

Director

Date 13.03.2023.



Bazuar në këto nënshkrime të paraqitura me larte shihet së ka ndryshime substanciale të nënshkrimit në dokumentet e lartshënuara dhe kjo dëshmon së nënshkrimet e Drejtorit Menaxhues Fisnik Dragushes në Kontratën për Shërbime të Veçanta-Para Kontrate të Dorina Cakolli dhe Kontratën për Shërbime të Veçanta-Para Kontrate të Arlinda Kushvica janë të falsifikuara.

Pretendimi ankimor - 2: Shkelje e Neni – 52 paragrafi 7 të LPP

Në Kërkesën tone për Rishqyrtim kemi kërkuar nga Autoriteti Kontraktues që gjatë Ri-vlerësimit të ofertave të veprave konforme neni 52 paragrafi 7 të LPP dhe në bashkëpunim me Institucionet ligj zbatuese të beje verifikimin e këtyre dokumenteve fiktive të modifikura dhe falsifikuara dhe nënshkrimeve të falsifikuara.

Gjithashtu në Kërkesën ton për Rishqyrtim kemi shënuar:

“Për informimin tuaj: Në Vendimin e OSHP: 2024/0689 të datës 02.10.2024 përveç tjerash shënon:

“Lidhur me pretendimin se dokumentacioni i stafit i dorëzuar për të plotësuar këtë kriter dyshon se është i falsifikuar për stafin si :Dorina Cakoll, Besa Danca dhe Arlinda Kusheva, Paneli Shqyrtues, njofton palët se OSHP nuk ka kapacitete teknike dhe profesionale për ta vërtetuar një gjë të tillë dhe për më tutje palët ti njoftojnë organet kompetente për një dyshim të tillë dhe AK gjatë fazës së rivlerësimit ta vë në zbatim edhe nenin 52.7 të LPP”.

(Dëshmi- Vendimi: OSHP: 2024/0689 i datës 02.10.2024)

Besojmë së këto dëshmi janë të mjaftueshme për te vetëtuar oferta e Operatorit Ekonomik Prime Tours & Travel SH.P.K jo vetëm që nuk i plotëson Kapacitetet Teknike dhe Profesionale, por në ofertën e këtij OE që ka dorëzuar të AK- AGJENCIA E SHËRBIMEVE TË NAVIGACIONIT AJROR ka edhe dokumente mashtruese, fiktivë, të modifikuara dhe të falsifikuara.

Prandaj konsiderojmë së Autoriteti Kontraktues- AGJENCIA E SHËRBIMEVE TË NAVIGACIONIT AJROR gjate vlerësimit të ofertave dhe shqyrtimit të Kërkesës tone për Rishqyrtim ka bere shkelje substanciale të nenit 59 dhe 52 paragrafi 7 të LPP si dhe nenit 40 të Rregullores 001/2022 për Prokurim Publik, për faktin së ka shpërblyer me kontratë Operatorin Ekonomik - Prime Tours & Travel SH.P.K i cili as për se afërmi nuk i ka plotësuar kërkesat-kriteret të cilat Autoriteti Kontraktues i ka kërkuar në Dosjen e Tenderit dhe Njoftimit për Kontrate dhe gjate fazës se shqyrtimit të Kërkesës tone për Rishqyrtim nuk ka bere verifikimin e dokumenteve dhe nënshkrimeve që në kemi pretenduar së janë mashtruese, fiktive, të modifikuara dhe falsifikuara.

Pretendimi ankimor 3- Shkelje të nenit 62 të LPP dhe nenit 43 te Rregullores 001/2022 për Prokurim Publik

Konsiderojmë së Autoriteti Kontraktues - AGJENCIA E SHËRBIMEVE TË NAVIGACIONIT AJROR gjate vlerësimit të ofertave dhe vendimit që me kontrate ta shpërbleje OE të pa përgjegjshëm - Prime Tours & Travel SH.P.K ka bere shkelje substanciale të nenit 62 te LPP dhe nenit 43 te Rregullores 001/2022 për Prokurim Publik, për faktin së Operatoret Ekonomik që kane ofertuar në këtë aktivitet të prokurimit asnjëri prej tyre nuk kane arritur që të dërgojnë oferte të përgjegjshme.

Kërkojmë nga Organi Shqyrtues i Prokurimit - Paneli Shqyrtues i OSHP-së, që Ankesën tone ta konsideroje si të bazuar dhe lenden ta ktheje në Ri-vlerësim.

Gjithashtu kërkojmë nga Organi Shqyrtues i Prokurimit - Paneli Shqyrtues që të kërkoje nga Autoriteti Kontraktues – AGJENCIA E SHËRBIMEVE TË NAVIGACIONIT AJROR që gjate Ri-vlerësimit të ofertave të veproje sipas nenit 52 paragrafi 7 të LPP dhe ne bashkëpunim me Institucionet Ligj zbatuese të beje verifikimin e dokumenteve dhe nënshkrimeve për të cilat kemi konsideruar së janë fiktive, të modifikuara dhe të falsifikuara.

9. Dëmet materiale

Përshkruaj mënyrën se si shkelja e supozuar i ka shkaktuar ose kërcënohet t'i shkaktojë dëme materiale parashtruesit të ankesës:

Kompania jone është dëmtuar për shpenzimet e bëra me rastin e përgatitjes së Kërkesës për Rishqyrtim dhe shpenzimet e përgatitjes së Ankesës për OSHP.

10. Lista e dokumenteve (dëshmime) të bashkangjitura

Nëse aplikohet, bashkëngjitni Ankesës dokumentet e renditura më poshtë:

1. B05- Njoftimi për kontratë: 14.10.2024
2. Procesverbal i Hapjes së Ofertave; 01.11.2024
3. Formulari B58- Njoftimi për dhënie të kontratës/vendimi i AK : 05.11.2024.
4. Kërkese për qasje ne Dokumentet e Tenderit: 05.11.2024;
5. Lejimi ne Qasje te dokumenteve të Tenderit: 06.11.2024;
6. Kërkese për Rishqyrtim: 11.11.2024;
7. Vendimi i AK- Refuzim i Kërkesës për Rishqyrtim : 13.11.2024;
8. Kontratën për Shërbime të Veçanta-Para Kontrate e Dorina Cakolli
9. Kontratën për Shërbime të Veçanta-Para Kontrate e Arlinda Kushvica
10. Diploma i IATA-së e Arlinda Kushvica
11. Dëshminë e pagesës së tarifës së ankimit në përputhje me nenin 118 të LPP-së;

****Sipas Nenit 111.2 të LPP, Parashtruesi i ankesës, origjinalin e ankesës do t'ia dorëzojë OSHP-së dhe njëkohësisht një kopje do t'ia dërgojë në mënyrën më të shpejtë të mundshme Autoritetit Kontraktues.*

Diploma

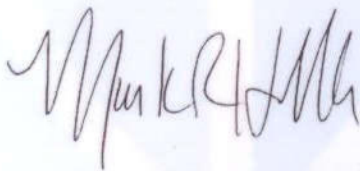
awarded to

Arlinda Kushevica

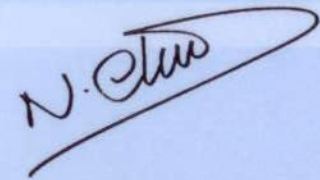
who passed

***IATA/UFTAA FOUNDATION & EBT
COURSE***

Montreal, March 2006



Mark Hubble, Senior Vice President
Marketing and Commercial Services



Nicoll Chome, Deputy CEO
United Federation of Travel
Agents' Associations



IATA Training & Development Institute
KNOWLEDGE • EXPERIENCE • NETWORKING • SKILLS • RESULTS



New comment on case n°17704536 - Validation of IATA Diploma [ref:_00D208TF_500c43XVsy:ref]

From IATA Customer Service <iatacustomerservice@iata.org>

Date Fri 08/11/2024 17:14

To flamur astravel-club.com <flamur@astravel-club.com>

Cc info astravel-club.com <info@astravel-club.com>



The new comment below has been posted on your case n° [17704536](#).

Country concerned by the query: Kosovo

Dear Flamur Bahtijari,

Thank you for contacting IATA.

As per Training department response, the student Besa Danca did not complete the course.

After checking the student's LMS profile, we found only one booking that was withdrawn, and no actual exam attempts.

Should you require any additional assistance, please do not hesitate to contact me again.

I hope you have a wonderful day.

Best Regards,

Maria-Cristina D
IATA Customer Service Center
www.iata.org

Reminder: you can reach us through the Customer Portal via a query, chat or by phone by selecting Contact & Support!

Has your query been addressed?

No

Yes

You can let us know by accessing the query in the IATA Customer Portal.

IATA Customer Service Center
International Air Transport Association



Our mission is to represent, lead and serve the airline industry

[ref:_00D208TF_500c43XVsy:ref]



Comment



Biznesi: PRIME TOURS & TRAVEL SHPK
Add: Luan Haradinaj, Sheshi Edit Durham no 21, Prishtine
NRU: 811982215 MOB: 043 80 70 60 Email: financas@primetravelks.com

Në bazë të nenit 10, paragrafi 2, pikat 2.1 dhe 2.2 dhe nenit 11 të ligjit të punës 03/L-212, i shpallur në gazetën zyrtare të Republikës së Kosovës, më datë 01.12.2010, Punëdhënësi dhe i Punësuar, sisubjekte të marrëdhënies Juridike të punës, lidhin:

KONTRATË PUNE

KONTRAT PER SHERBIME TE VEQANTA- PARAKONTRATE

Shërbimet e Transportit Ajror
254-24-10676-1-2-1

Neni 1

Me këtë kontratë, PRIME TOURS & TRAVEL SHPK me seli: Sheshi Edit Durham No 21, me NRB: 811982215 dhe NRB: 811982215 që e përfaqëson Fisnik Dragusha (në tekstin në vijim: Punëdhënësi), lidh kontratë pune me DORINA ÇAKOLLI me numër personal **1170955281**, me banim në, Prishtinë, që posedon kualifikimin LARTE, në tekstin në vijim i Punësuar.

Neni 2

I Punësuar caktohet në vendin e punës: KESHILLTAR UDHETIMESH.

Përshkrimi i detyrave të punës: Detyrat/Përgjegjësi: -Procesimi i rezervimeve të biletave dhe paketa turistike, udhetime dhe produkteve tjera turistike-Procesimi i biletave dhe kuponave (voucherave) si dhe pagesave të tyre-Procesimi i refundimeve dhe ndryshimeve-Lajmerimi i udhetareve në rast të ndryshimit të orarit ose produktit.

Neni 3

I punësuar do t'i kryejë punët në subjektin afarist PRIME TOURS & TRAVEL SHPK me seli: Sheshi Edit Durham No 21.

Neni 4

I Punësuar themelon marrëdhënie pune në kohe të caktuar, duke filluar nga data e nënshkrimit të kontrates me **ASHNA** dhe per Kohezgjatje : **12 MUAJ**

Neni 5

I punësuar është i detyruar të fillojë punën nga data e nënshkrimit të kontrates me AK

Në rast se i punësuar nuk e fillon punën ditën e caktuar sipas kësaj kontrate të punës, do të konsiderohet se nuk ka themeluar marrëdhënie pune, përveç nëse është penguar të fillojë punën për shkak të arsyeshme.

Neni 6

Puna provuese e të punësuarit zgjat deri më: 30 Ditë. Gjatë periudhës provuese të punës, punëdhënësi dhe i punësuar, mund ta ndërpresin marrëdhënien e punës, me njoftim paraprak prej shtatë (7) ditësh.

Neni 7

Procesi i implementuar nga Pro-Dato sh.p.k. www.prodata-ks.com

comments 12



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Pencil



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254-24-10676-1-2-1



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Oct 14

12 MUAJ



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Oct 14

ASHNA



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PAGE 5

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Comment



Clo



Biznesi: PRIME TOURS & TRAVEL SHPK
Add: Luan Haradinaj, Sheshi Edit Durham no 21, Prishtine
NRU: 811982215 MOB: 043 80 70 60 Email: financa@primetravelks.com

Në bazë të nenit 10, paragrafi 2, pikat 2.1 dhe 2.2 dhe nenit 11 të ligjit të punës 03/L-212, i shpallur në gazetën zyrtare të Republikës së Kosovës, më datë 01.12.2010, Punëdhënësi dhe i Punësuar, sisubjekte të marrëdhënies Juridike të punës, lidhin:

KONTRATË PUNE

KONTRAT PER SHERBIME TE VEQANTA- PARAKONTRATE

Titulli i kontratës: Shërbime të udhëtimit me aeroplan - Dileta
Numri i prokurimit: 101-24-5676-2-1-1 dhe numër të brendshëm: KU101 024 028 211

Neni 1

Me këtë kontratë, PRIME TOURS & TRAVEL SHPK me seli: Sheshi Edit Durham No 21, me NRF: 811982215 dheNRB: 811982215 që e përfaqëson Fisnik Dragusha (në tekstin në vijim: Punëdhënësi), lidh kontratë pune me DORINA CAKOLLI me numër personal 1170955281, me banim në, Prishtinë, që posedon kualifikimin I LARTE, në tekstin në vijim i Punësuar.

Neni 2

I Punësuar i caktohet në vendin e punës: KESHILLTAR UDHETIMESH.

Përshkrimi i detyrave të punës: Detyrat/Përgjegjësitë: -Procesimi i rezervimeve të biletave dhe paketa turistike, udhetime dhe produkteve tjera turistike-Procesimi i biletave dhe kuponave (voucherave) si dhe pagesave të tyre-Procesimi i refundimeve dhe ndryshimeve-Lajmerimi i udhetareve në rast të ndryshimit të orarit ose produktit.

Neni 3

I punësuar do t'i kryejë punët në subjektin afarist PRIME TOURS & TRAVEL SHPK me seli: Sheshi Edit Durham No 21.

Neni 4

I Punësuar i themelon marrëdhënie pune në kohë të caktuar, duke filluar nga data e nënshkrimit të kontratës me **KUVENDI I KOSOVES dhe per Kohezgjatje 25 Muaj.**

Neni 5

I punësuar është i detyruar të fillojë punën nga data e nënshkrimit të kontratës me AK.

Në rast se i punësuar nuk e fillon punën ditën e caktuar sipas kësaj kontrate të punës, do të konsiderohet se nuk ka themeluar marrëdhënie pune, përveç nëse është penguar të fillojë punën për shkak të arsyeshme.

Neni 6

Puna provuese e të punësuarit zgjat deri më: 30 Ditë, Gjatë periudhës provuese të punës, punëdhënësi dhe i punësuar, mund ta ndërpresin marrëdhënien e punës, me njoftim paraprak prej shtatë (7) ditësh.

Neni/

Biznesi: PRIME TOURS & TRAVEL SHPK
Add: Luan Haradinaj, Sheshi Edit Durham no 21, Pristine
NRRI: 811982215 MOB: 043 80 70 60 Email: financa@primetravelks.com

KONTRATĚ PUNE

TEMA; Shërbimet e Transportit Ajror
254-24-10676-1-2-1

ARLINDA KUSHEVICA, me numër personal 1001194999, me banim në Rr.no 10, Prishtinë, që posedon kualifikimin I ARTE, në telstin në vijim i Punësuar.

I Punësuarit caktohet në vendin e punës: KESHILLTAR UDHETIMESH.

Përshkrimi i detyrave të punës: Detyrat/Përgjegjësitë: -Procesimi i rezervimeve të biletave dhe paketa turistike, udhetime dhe produkteve tjera turistike-Procesimi i biletave dhe kuponave (voucherave) si dhe pagesave të tyre-Procesimi i refundimeve dhe ndryshimeve-Lajmerimi i udhetareve në rast të ndryshimit të orarit ose produktit.

I punesuari do t'i kryejë punët në subjektin afarist PRIME TOURS & TRAVEL SHPK me seli: Sheshi Edit Durham
No 21.

I Punguari themelon marrëdhënie pune në kohe të caktuar, duke filluar nga data e nënshkrimit të kontratës me: **ASHNA PER 12 MUAJ**

I punësuar i është i detyruar të fillojë punën,

Në rast se i punësuar nuk e fillon punën ditën e caktuar sipas kësaj kontrate të punës, do të konsiderohet senuk ka themeluar marrëdhënie pune, përveç nëse është penguar të fillojë punën për shkak të arsyeshme.

Puna provuese e të punësuarit zgjat deri më: 90 Ditë. Gjatë periudhës provuese të punës, punëdhënësi dhe i punësuari, mund ta ndërpresin marrëdhënien e punës, me njoftim paraprak prej shtatë (7) ditësh.

Programi i implementuar nga Pro-Data sh.p.k. www.prodata-ks.com

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Shërbimet e Transportit Ajror
254-24-10676-1-2-1

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ASHNA PER 12 MUAJ

Biznes: PRIME TOURS & TRAVEL SHIP
Add: Luan Haradinaj, Sheshi Egit Durham no 21, Prishtine
NRU: 811 982 215 MOB: 043 80 70 60 Email: finance@primetravelsh.com

KONTRATË PUNE

TEMA:

Numri i kontratës: Shërbime të udhëtimit me aeroplan - Bileta
Numri i prokurimit: 101-24-5676-2-1-1 dhe numër të brendshëm: KU101 024 028 211

ARLINDA KUSHEVICA, me numër personal 1001194999, me banim në Rr.no 10, Prishtinë, që posedon kualifikimin LARTE, në tekstin në vijim i Punësuari.

I Punësuarit caktohet në vendin e punës: KESHILLTAR UDHETIMESH

Përshkrimi i detyrave të punës: Detyrat/Përgjegjësitë: -Procesimi i rezervimeve të biletave dhe paketa turistike, udhetime dhe produkteve tjera turistike-Procesimi i biletave dhe kuponave (voucherave) si dhe pagesave të tyre-Procesimi i refundimeve dhe ndryshimeve-Lajmerimi i udhëtarëve në rast të ndryshimit të orarit ose produktit.

I punësuar do t'i kryejë punët në subjektin aferist PRIME TOURS & TRAVEL SHPK me seli: Sheshi Edit Durham No 21.

I Punësuarit themelon marrëdhënie pune në kohë të caktuar, duke filluar nga data e nënshkrimit të kontratës me **KUVENDIN E KOSOVES** dhe për 25 Muaj.

I punësuarit është i detyruar të fillojë punën.

Në rast se i punësuar nuk e fillon punën ditën e caktuar sipas kësaj kontrate të punës, do të konsiderohet senuk ka themeluar marrëdhënie pune, përveç nëse është penguar të fillojë punën për shkak të arsyeshme.

Puna provuese e të punësuarit zgjat deri më: 90 Ditë. Gjatë periudhës provuese të punës, punëdhënësi dhe i punësuari, mund ta ndërpresin marrëdhënien e punës, me njoftim paraprak prej shtatë (7) ditësh.

Nenu/

Programi i implementuar nga Pro-Data sh.p.k. www.prodata-ks.com



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amadeus

Subscriber Agreement

This agreement ("Agreement") is effective as of ("Effective Date") 09-02-2023

and is between ("Amadeus") Amadeus d.o.o. Beograd, business registration no. 07469527, represented by director Srdjan Dzuver

Address 1	Vladimira Popovića 38 – 40
Address 2	
Post code, Town/City	11070 Beograd
Country	Srbija
Telephone	+381 11 71 55 105
Fax	
Email	info@amadeus.rs

and ("The Subscriber") PRIME TOURS & TRAVEL SHPK, business registration no. 811982215, represented by director Fisnik Dragusha

Address 1	Sheshi Mss Edit Durham 14/2
Address 2	
Post code, Town/City	10000 Prishtine
Country /Territory	Kosovo
Telephone	+383 43 80 70 60
Fax	
Email	info@primetravelks.com
IATA code	
Licence Number(s) (IATA/ATOL/ABTA/TTA etc)	
Company registration number	
Business registration number	811982215
Business Trading Name	PRIME TOURS & TRAVEL SHPK

Pursuant hereto, Amadeus will provide Subscriber with access to the computer reservation system distributed by Amadeus, and other products and services ordered by Subscriber, subject to the terms and conditions overleaf.

I have read, understood, and agree to the terms and conditions appearing overleaf.

AMADEUS

Srdjan Dzuver
Authorised signature

Director

Date 09-02-2023

PRIME TOURS & TRAVEL

Fisnik Dragusha
Authorised signature

Director

Date 09-02-2023

amadeus

GENERAL TERMS AND CONDITIONS

These terms and conditions shall govern all transactions between Amadeus and the Subscriber whose details appear on the front page of this agreement (hereinafter referred to individually a "Party" and collectively the "Parties") unless otherwise expressly agreed in writing by Amadeus and the Subscriber. These terms and conditions apply to the exclusion of any other terms and conditions referred to, proposed by or relied on by the Subscriber, whether in negotiation or at any stage in the dealings between Amadeus and the Subscriber, in respect of any goods and/or services supplied by Amadeus to the Subscriber pursuant to this agreement (the "Agreement").

Only the signing by Amadeus of the front page of this Agreement and either:

1. the signing by the Subscriber of the front page of this Agreement or
2. some other act of acceptance of this Agreement by the Subscriber including, without limitation, use of the Amadeus System; or
3. some other offer by the Subscriber on the basis of the terms and conditions of this Agreement which is accepted by Amadeus by its signing of the front page of this Agreement

shall legally bind the parties in respect of the purchase by the Subscriber of the goods and/or services supplied pursuant to this Agreement on the terms and conditions of this Agreement.

1. DEFINITIONS

1.1 "Additional Products" means any Amadeus or third party products, Software, Amadeus Equipment or services ordered by Subscriber from Amadeus after execution of this Agreement.

1.2 "Agreement" means this Subscriber Agreement including any Annex, Schedule and amendments thereto.

1.3 "Amadeus Equipment" means any equipment provided by Amadeus to Subscriber for use by Subscriber in conjunction with the Amadeus System (as may be further detailed in any Annexes or Schedules hereto), including CRS Terminals, processors, printers, ticket printers, connecting cables and any other device computer equipment.

1.4 "Amadeus Group" means the group of legal entities, including Amadeus IT Group, S.A. that develop, operate and distribute the Amadeus System.

1.5 "Amadeus Market View" means the report including Amadeus air booking data offered to Subscribers covering all countries subject to the EU Code of Conduct for CRS.

1.6 "Amadeus System" means the computerised travel information and distribution system which contains information about schedules, availability, fares and related services, and through which reservations can be made and/or tickets issued. "Amadeus System" does not include any public internet or electronic mail Amadeus may provide.

1.7 "Amadeus System Data" means data and information available to the Subscriber through the Amadeus System.

1.8 "Average Booking Fee" means the net revenues directly linked to the Booking fee paid to Amadeus by Providers (i.e. booking, cancellation and ticketing fees minus discounts) [for the applicable period] further to Bookings made by Subscriber. The Average Booking Fee shall be calculated by Provider type (e.g., Air Booking Fees are averaged separately from Hotel Booking Fees) and might be travel agency and/or market-specific.

1.9 "Booking" means an individual Air ("Air Booking"), car or hotel ("Non-Air Booking") reservation entry, or entries in the itinerary portion of a PNR processed / booked in the Amadeus System which have not been cancelled, unconfirmed or unfulfilled. In this definition, the "Air Booking" term refers to ticketed booking, which apply for all Air Bookings for which a ticket or similar document has been issued ("Ticketed Booking").

1.10 "Business Hours" means business hours from Monday to Friday from 09 am to 05 pm and on Saturdays from 09 am to 02 pm, Subscriber's local time, excluding holidays observed by Amadeus.

1.11 "Charges" means all amounts payable to Amadeus for products and services ordered and/or otherwise provided to Subscriber by Amadeus pursuant to this Agreement.

1.12 "Communications Link" means the interface provided by the local telecom provider, enabling connectivity between the Amadeus System and Installation Address.

1.13 "CRS Terminal(s)" means the computer reservation system terminal which forms part of the Amadeus Equipment or Subscriber Equipment and through which the Amadeus System can be accessed and bookings can be made in the Amadeus System by Subscriber.

1.14 "Equipment" means both the Amadeus Equipment and the Subscriber Equipment.

1.15 "Installation Address" means the street address of Subscriber served by a separate Communications Link.

1.16 "Interface Application" means the interface between the Web Site and the Amadeus System enabling the Web Site to communicate with the Amadeus System. Subscriber must use an Amadeus approved method in order to integrate an Interface Application with the Amadeus System.

1.17 "Online Booking Products" means booking products used to make bookings over a Web Site.

1.18 "PNR" means passenger name record.

1.19 "Provider" means an Amadeus System participating Provider of travel-related, entertainment, financial or recreational products and services.

1.20 "Schedule" means the attached service schedules or exhibits which are a part of this Agreement.

1.21 "Software" means software and documentation provided by Amadeus or its third party providers (as may be further detailed in any Annexes or Schedules hereto), including but not limited to, utility and Amadeus System software, and any replacements, modifications, or

enhancements.

1.22 "Subscriber Equipment" means hardware or software provided by Subscriber or its vendors for the use by Subscriber in conjunction with the Amadeus System, including CRS Terminals, processors, printers, ticket printers, connecting cables and any other device computer equipment.

1.23 "Taxes" means all applicable VAT and other tax, fee or duty imposed by any governmental authority arising out of or relating to the products and services provided to Subscriber hereunder.

1.24 "Term" means the term of this Agreement as set out in this Agreement.

1.25 "Territory" means territory of Kosovo.

1.26 "Transaction" means a request to process data that is transmitted to the System. Multiple data elements transmitted to the Amadeus System in a string are counted as one Transaction. Data elements transmitted via wizards, macros, robotics and similar means may result in multiple Transactions not apparent to the Subscriber.

1.27 "Usage Policy" means Amadeus security measures available at the Amadeus communication channels.

1.28 "Unproductive Booking" means a Booking that has been cancelled, unconfirmed or unfulfilled in the Amadeus System.

1.29 "User" or "Users" means individuals that access the Amadeus System over a Web Site.

1.30 "Web Site" means any internet web-site or mobile application owned and operated by Subscriber that is made available to Users.

2. PRODUCTS AND SERVICES

2.1 The Amadeus System

A. Access. Amadeus grants Subscriber during the Term the right to access the Amadeus System within the Territory in accordance with the terms and conditions of this Agreement. Subscriber may access the Amadeus System using Amadeus Equipment, and/or Subscriber Equipment provided always that the Subscriber Equipment meets the prevailing Amadeus' specifications and standards.

Amadeus reserves the right to provide access to the Amadeus System only to Subscriber provided it complies with the requirements of access to the Amadeus System in accordance with the terms and conditions of this Agreement. Amadeus reserves the right to withhold the access to the Amadeus System from Subscriber if Subscriber does not abide by such requirements as updated from time to time. Amadeus will notify Subscriber in the event that this provision is exercised when such suspension materially affects Subscriber.

B. Use. The Amadeus System is Amadeus' or its licensors' proprietary information and trade secret. Subscriber shall use its best efforts and take all precautions necessary to prevent unauthorized access to or operation of the Amadeus System, or any equipment or Software connected thereto. Amadeus System Data may be used solely for (1) making travel reservations; (2) providing travel information to its customers; (3) accounting and record keeping; and (4) other authorized travel related services. Amadeus System Data shall not be used, compiled, cached, sold, distributed or otherwise made available except as specifically provided in this Agreement.

Subscriber will not use the Amadeus System for (1) speculative bookings; (2) reservation of space in anticipation of demand; (3) improper creation or modification of records; (4) transmission of personal messages except by an electronic mail system; (5) disclosing of the Amadeus System to persons other than Subscriber's employees, and consultants who have signed non-disclosure agreements covering the System; (6) training of any third party in the use of the Amadeus System (7) developing or publishing any reservation, ticketing, sales, cargo or tariff guide; or (8) accessing the Amadeus System through third party products not authorized by Amadeus.

Subscriber shall be responsible in case of fraudulent transfer of its Bookings from an Office ID to a different one with the purpose of obtaining economic advantages.

Subscriber acknowledges and agrees that Amadeus may:

- (i) use and include information generated by Subscriber through the use of the Amadeus System for the provision of itinerary and other information and/or
- (ii) offer additional services, directly to travellers via checkMytrip.com or an equivalent Web Site.

C. Unproductive Bookings. Subscriber will use its best efforts to cancel in the Amadeus System those Bookings that have been cancelled, unconfirmed or unfulfilled by a Provider. It is Subscriber's sole responsibility to ensure that Unproductive Bookings are removed from PNRs.

D. Transactions. Subscriber will use its best efforts to minimise the number of Transactions made by Subscriber per Booking. Amadeus may charge Subscriber a fee for Transactions, as specified in the attached Schedules.

E. Operating Instructions/Site Preparation.

(1) Operating Instructions. Subscriber will operate the Amadeus System pursuant to Amadeus instructions, including instructions for establishing, operating and maintaining security links between Subscriber's branches. During Business Hours Amadeus will, via telephone and/or on line to a CRS Terminal, provide Subscriber upon reasonable request with all reasonable assistance to resolve problems as occurred during the use by Subscriber of the Amadeus System.

(2) Site Preparation. Subscriber is solely responsible for site preparation, including all maintenance, cabling, utilities charges, and compliance with applicable building and electrical codes.

F. Modifications. Amadeus or its licensors may, in its discretion, modify, remove, discontinue, replace, substitute and/or upgrade or enhance the functions and components of, and data provided through, the Amadeus System without obligation to Subscriber. Amadeus is not required to maintain any particular data or the data of any particular Provider in the Amadeus System. Subscriber will not modify or alter the Amadeus System.

G. Interference with Performance. If Subscriber Equipment degrades

or interferes with Amadeus System performance, or is an unauthorized modification thereto, Subscriber will, notwithstanding any other remedies Amadeus may have under this Agreement or according to the applicable laws, pay all costs to diagnose and eliminate the degradation, interference or modification.

H. Suspension of Access. Amadeus may immediately suspend Amadeus System access without any liability to Subscriber if:

- (1) Amadeus believes that an abuse or misuse of the Amadeus System is being caused, permitted or enabled by Subscriber or on Subscriber's behalf; or
- (2) Subscriber attempts unauthorized modifications to the System; or
- (3) Subscriber's Amadeus System access causes a degradation to the Amadeus System or interference with use of the Amadeus System by other users or customers, or causes a condition which may place Amadeus in potential or actual breach of its agreements with other parties; or
- (4) the number of Transactions generated by Subscriber exceeds a reasonable level.

If Amadeus System access is suspended pursuant to H.(1), H.(2), H.(3) or H.(4) above, Amadeus will notify Subscriber as soon as reasonably possible. Subscriber will have thirty (30) days to cure the degradation, interference or other problem. If the cure is not effected within said period, then Amadeus may terminate the Agreement without any liability to Subscriber or a my other party.

I. Scheduled downtime. Subscriber acknowledges and agrees that Amadeus may from time to time schedule Amadeus System downtime for maintenance of the Amadeus System without any liability or obligation to Subscriber whatsoever.

J. Security Requirements. Subscriber agrees to implement and comply with the information security requirements, policies or standards established by Amadeus and communicated to Subscriber from time to time. Subscriber shall be liable for any damage suffered as a result of lack, wrong or late implementation and compliance with such security requirements.

Amadeus will provide Subscriber with User credentials in order to access the Amadeus System through any Amadeus products and/or services when this is required. In these cases, Subscriber undertakes the sole responsibility to revoke such User credentials when necessary and Subscriber will be solely responsible for any incident arising from or relating to the lack of revocation of the mentioned User credentials.

2.2 Software. If Subscriber orders Software, the following applies:

A. Software Licence. Amadeus grants Subscriber a nonexclusive, non-transferable licence to use the object version of the Software solely for internal use during the Term. The Software is Amadeus' or its licensors' proprietary information and trade secret, whether or not any portion of the Software is or may be copyrighted or patented, and the Software remains with Amadeus or its licensors. Certain Software provided by third parties may be subject to other agreements.

Subscriber may:

- (1) use one production copy of the Software for each licence granted; and
- (2) copy the Software into machine readable form solely for backup, and copy the user's guide and related documentation, provided that all copies and partial copies shall include Amadeus' or its licensors' copyright notices, as applicable.

Except as expressly provided in Section 2.2.A, Subscriber may not:

- (1) copy, modify, merge, supplement, reverse engineer, reverse assemble, decompile or disassemble the Software; or
- (2) distribute, publish, transfer, sublicense, or make the Software or documentation available to other organizations or persons other than Subscriber employees.

B. New Software Releases. Amadeus may charge for new Software releases. Subscriber will promptly install new Software releases, unless Amadeus instructs Subscriber that Amadeus will perform the installation. Subscriber will upgrade its Software to the latest available release within (2) years after a release has been made available by Amadeus, unless Amadeus instructs otherwise. Subscriber understands it may not be able to use new Software releases if it has made derivative programs or modifications to the Software or the equipment used to access the Amadeus System.

Subscriber consents and expressly authorizes Amadeus to perform on-line checks of the hardware and Software used by the Subscriber in order to warrant technical support including the elimination of malfunctions and to verify that upgrades have been properly done.

C. Software Installation.

(1) On Amadeus Equipment. Amadeus will install the Software on Amadeus Equipment and perform all related re-installation, replacement and repairs. Subscriber may perform such installation upon receipt of instructions and authorization from Amadeus. Charges include (a) the initial Software installation provided that: (i) the installation is performed at the same time as the installation of the CRS Terminal upon which the Software will reside, and (ii) such installation is made within one hour per CRS Terminal upon which the Software will reside at the same Installation Address; and (b) re-installation if the Software was not fully installed on the initial installation at no fault of Subscriber. Otherwise, installation services will be performed at prevailing conditions and rates.

(2) On Subscriber Equipment. Subscriber may not install Software on Subscriber Equipment without Amadeus' prior consent. Subscriber is responsible for any such installation including all related fees and costs. Any installation by Amadeus will be at prevailing conditions and rates.

(3) Proper Configuration. Subscriber will ensure proper configuration and functioning of the Subscriber Equipment and Amadeus Equipment with the local area network before the Software is installed. Installation visits due to improper configuration or installation services beyond one hour per CRS Terminal upon which the Software will reside, will be at prevailing conditions and rates.

D. Software Performance Warranty. Amadeus warrants that the Software substantially conforms to published documentation (if Subscriber notifies Amadeus in writing of a defect, as Subscriber's sole remedy for



breach of this warranty, Amadeus may either use reasonable efforts to confirm the existence of such defect with Subscriber's reasonable cooperation, and then correct or replace any defective Software, or cancel the Software from this Agreement and provide a prorated refund of any prepaid licence fees. This warranty does not apply to Software that has been modified or supplemented by Subscriber or its suppliers.

E. Software Copyright/Patent Warranty. Amadeus warrants that to the best of its knowledge the portion of the Software written by Amadeus or the Amadeus Group on or before the date of execution of this Agreement by both Parties does not infringe third party valid patents or copyrights. As Subscriber's sole and exclusive remedy for breach of this warranty, Amadeus will defend Subscriber against any claim alleging that as of the date of execution of this Agreement as set out on the first page of this Agreement the portion of the Software written by Amadeus or the Amadeus Group infringes upon a valid patent or copyright. Amadeus, or one of its affiliates of the Amadeus Group will pay all direct damages finally awarded, plus all attorneys fees and related legal costs, provided always that Subscriber gives Amadeus prompt written notice of such claim, reasonable information and assistance, and sole authority to defend or settle the claim. In defence or settlement, Amadeus may at its sole discretion obtain for Subscriber the right to continue using the Software, or Amadeus may replace or modify it (without substantially changing its functions) so that it becomes non-infringing. If Amadeus determines that such remedies are not reasonably available, Amadeus will give Subscriber a prorated refund of any prepaid licence fees upon return of the Software and documentation. This warranty does not apply if any alleged infringement is based on modifications or supplements to the Software or the use or sale of Amadeus Equipment or Software in combination with products not furnished by Amadeus, or Subscriber's failure to install other Software provided by Amadeus, if installation of other Software would have prevented the infringement.

2.3 Equipment. The following applies to Equipment used in connection with the Amadeus System:

A. Use. Subscriber will use the Equipment solely to access the Amadeus System and as otherwise expressly provided under this Agreement.

B. Installation. Amadeus will install Equipment during Business Hours at the Installation Addresses. Subscriber is responsible for (1) and will follow Amadeus instructions regarding, all environmental, structural, electrical, cabling, data network connections or similar accommodations, necessary to the proper functioning of the Equipment, and (2) all related costs and expenses. Subscriber may not connect Subscriber Equipment to the Amadeus System without Amadeus' prior written consent.

C. Relocation. Equipment may not be moved without Amadeus' prior written consent. Subscriber will strictly follow Amadeus' instructions and procedures. Amadeus will perform the re-installation of the Equipment if it is moved to a different or within an installation Address and Subscriber will pay Amadeus the then prevailing Charges for such re-installation.

2.4 Communications Link. If Subscriber orders a Communications Link from Amadeus, Amadeus shall contract with a third party provider for the installation and maintenance of the Communications Link at the Installation Address(es) and shall use its reasonable endeavours to activate the connection between the Equipment and the Amadeus System on the agreed installation date but time shall not be of the essence of any such activation. Amadeus is not responsible for activating or maintaining any Communications Link provided by Subscriber or a third party not contracted by Amadeus.

2.5 Online Booking Products. If Subscriber orders Online Booking Products, the following applies:

A. Amadeus will provide Subscriber with Amadeus System access via the Web Site through the Interface Application.

B. Subscriber is solely responsible for all damages and liabilities arising from or relating to credit card fraud, abuse, or misuse by Users purchasing products and services over or through the Web Site. Subscriber will indemnify Amadeus, its affiliates and third-party contractors, including online ticket fulfillment services providers, for all damages, liabilities, and related costs, fees, and/or expenses suffered as a result of such credit card fraud, abuse, or misuse.

C. Subscriber will provide standard disclaimers and privacy policies on the Web Site ("Web Site Disclaimers") protecting Amadeus and its affiliates, as approved by Amadeus. At a minimum, the Web Site Disclaimers shall include language that in no event is any provider of data or information on the Web Site including, but not limited to, Amadeus IT Group, S.A. and/or its affiliates, Providers and/or licensors, liable for any demand, claim, or damage, including direct, indirect, special, or any other damage or economic loss, resulting from User access to, use of, and the purchase of any product or service over, the Web Site. Web Site Disclaimers shall be prominently displayed on the Web Site and agreed to by a point and click process by Users at the time or prior to booking.

D. Subscriber will execute Amadeus' other applicable standard agreements or Schedules pertaining to access and use of Online Booking Products.

2.6 Additional Products. Additional Products may be offered by Amadeus or requested by Subscriber in writing or by other applicable means, at any time after execution of this Agreement. Such Additional Products may be provided by Amadeus at the sole discretion of Amadeus at the then prevailing Charges and on the then prevailing terms and conditions. All Additional Products will be subject to this Agreement as of the date an order is placed, or in the event that Amadeus requires a new schedule, or contract amendment to be executed by Subscriber and Amadeus, as of the date of execution of such new Schedule or contract amendment, or such other date Amadeus and Subscriber may agree upon in writing or by other applicable means.

2.7 Maintenance. If Subscriber orders Amadeus Equipment or Software, and as otherwise stated, the following applies:

A. Maintenance Generally. Amadeus will use reasonable efforts to repair and maintain Amadeus Equipment and Software. Subscriber will pay for services required outside of Business Hours, including overtime, and for repair resulting from: (1) disaster, accident, negligence, misuse, or operator error, (2) failure or variation of electrical power, (3) failure to properly maintain the installation site, air conditioning or humidity control, air quality, and similar environmental conditions; (4) causes

other than ordinary use including lightning, fire, severe weather, and other causes beyond Amadeus' control; (5) maintenance, repairs, attachments, deletions, derivative programs or modifications to the Software or Amadeus Equipment by anyone other than Amadeus or its authorized contractors; or (6) Subscriber Equipment.

B. Unauthorised Maintenance. Subscriber will not permit maintenance, repairs, alterations or modifications of or to Amadeus Equipment or Software except with Amadeus' written consent.

C. Subscriber Equipment. Amadeus is not obligated to maintain Subscriber Equipment. If Subscriber Equipment degrades or interferes with Amadeus System performance, Subscriber will be responsible for applicable standard charges for diagnosing and/or eliminating the degradation or interference. Subscriber Equipment shall meet Amadeus hardware and Software requirements and Subscriber is responsible for its proper functioning and maintenance. Amadeus may change the hardware requirements necessary to operate Software or new Software releases or to access the Amadeus System at its discretion and without obligation. In such case, Subscriber will make the appropriate adjustments to its Subscriber Equipment.

Subscriber shall make sure that at all times Subscriber Equipment has all necessary programmes to keep Subscriber Equipment protected and free from any viruses, trojans, malware etc., that may interfere or affect the Amadeus System.

D. Access to Premises. Amadeus may enter Subscriber's premises during Business Hours, upon reasonable notice, to inspect, test, repair, maintain and/or remove the Amadeus Equipment and/or Software, and Subscriber will obtain authorization from its clients in possession of Equipment or Software for Amadeus to enter the clients' premises for these purposes.

E. Modifications. Amadeus may at its sole discretion modify, remove, discontinue, replace, substitute and/or upgrade or enhance the Amadeus Equipment, Software, Communication Links, and any components, functions, operations, products and/or services.

2.8 Training

A. Generally. Subscriber is responsible for ensuring that the Amadeus System shall be operated only by employees of Subscriber who have satisfactorily completed an Amadeus or Amadeus approved training course.

B. Initial Training. Amadeus will provide in accordance with Schedule 1: (1) initial training on the Amadeus System operation, and (2) training on major enhancements to or modifications of the Amadeus System if deemed necessary by Amadeus and if requested by Subscriber, ("Initial Training").

C. Additional Training. Additional training beyond Initial Training is available subject to Amadeus' commitments and at Amadeus' then prevailing Charges ("Additional Training").

D. Monitoring/Assessment. Amadeus may monitor and test the training levels and proficiency of Subscriber's employees on Amadeus System use. Amadeus will have access to Subscriber's premises for such purpose. If Amadeus believes that a particular employee is not sufficiently skilled in the use of the Amadeus System where such skills should have been attained in prior training, then Amadeus will bring the matter to the Subscriber's attention and the Subscriber will cause such employee, or his or her replacement, to obtain any necessary Additional Training.

E. Locations/Expenses. Training will be performed at mutually agreeable dates at locations determined by Amadeus. Subscriber is responsible for the payment of all costs arising from travel, lodging, meal, salaries and all other employee benefits, for its employees or agents in connection with such training.

F. Cancellations/No-shows. Charges will remain due and payable to Amadeus by Subscriber in the event of Subscriber's cancellation of any scheduled training or if any of its employees fail to attend or complete any agreed training session.

3. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNIFICATION

3.1 Warranty Disclaimer. The warranties expressly set forth in this Agreement above are exclusive. Amadeus makes no other warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose with respect to the Amadeus System, Amadeus Equipment, Software, data, or any other product or service provided hereunder. Amadeus specifically disclaims any warranty or guarantee that it will offer or maintain data from any particular Provider. Amadeus does not warrant that internet access or electronic mail services, or the Amadeus System, Software or Amadeus Equipment is error free, or that they will operate without interruption.

3.2 Data.

A. Service Provider Data. It is Provider's sole responsibility to ensure that the information supplied and stored in the Amadeus System is accurate and properly updated, with the exception of data stored by Subscriber as a consequence of a Booking made ("Booking Data").

Amadeus reserves the right to provide Providers information or content to Subscriber provided it complies with the terms and conditions of this Agreement. Amadeus reserves the right to withhold some or all Providers information or content from Subscriber that does not abide by such requirements as updated from time to time.

B. Booking Data. Subscriber is solely liable for (i) the content and correct entering, updating and maintenance of Booking Data, and (ii) for the compliance of Booking Data with applicable law. If Amadeus determines that any Booking Data is incorrect, misleading or defamatory, Amadeus may require Subscriber to take corrective action. If not remedied by Subscriber within a reasonable time, Amadeus may disable access to such Booking Data.

3.3 Unfulfilled Reservations. It is not Amadeus responsibility nor shall Amadeus be held liable should a Provider not honour a reservation booked through the Amadeus System.

3.4 General Liability. The Parties are liable under this Agreement solely

(i) for sums accrued and due as expressly specified in this Agreement, (ii) for personal injury and death resulting from negligence of a Party or its agents and (iii) as otherwise expressly provided under this Agreement.

3.5 Limitation of Liability. Except as expressly provided above, neither Party nor the Amadeus Group nor their respective officers, agents, contractors or vendors, will be liable for any damages including direct, consequential, indirect, incidental, punitive, or special damages, (including lost profits, lost revenues or other economic loss), arising from or related to this Agreement, whether arising out of contract, warranty, tort or otherwise, even if the other Party has been advised of the possibility of such damages. Such limitation includes any such damages caused by any act or omission of Amadeus, third party software or contractors, with respect to procuring, collecting, compiling, abstracting, interpreting, communicating, processing, storing or delivering any Amadeus System data or information. In the event of any other damages not otherwise limited by this paragraph, in no event shall either Party's aggregate liability for such other damages, if any, exceed the amounts received from the other Party under this Agreement in the three (3) month period preceding the date the claim arises. The Parties agree that they have carefully considered the risks under this Agreement and have fairly allocated such risk between them and, therefore, agree that this limitation of liability is fair and reasonable.

3.6 Subscriber's Indemnity. Subscriber will indemnify, defend and hold harmless Amadeus, the Amadeus Group and their affiliates, respective employees, directors, and agents from and against all losses and damages arising from third party claims, and all reasonable attorney's fees and related legal costs and expenses, arising out of or related to (i) any act, omission of, or breach of contract by, the Subscriber including, without limitation, that arising or resulting from the Subscriber's improper or unauthorised use of the Equipment, Software, Communications Link, the Amadeus System or any other product or service provided hereunder; or (ii) the applicability of any law, order or regulation. The indemnity shall survive expiration or other termination of this Agreement, and is expressly made for the benefit of, and shall be enforceable by, Amadeus or its successors and assigns.

4. CHARGES

4.1 Generally. Charges for products and services provided to Subscriber are stated on the attached Schedules and, as stated, are exclusive of applicable Taxes. Charges for Additional Products will be at Amadeus' then prevailing rates as reflected on the applicable invoice.

4.2 Assessment of Charges. Charges begin on the first day of the month following installation of the Amadeus Equipment or Software at the Subscriber's first location. If Amadeus cannot effect installation due to Subscriber's fault, then Charges shall begin on the first day of the month following the scheduled installation date. Payment obligations under prior agreements between Subscriber and Amadeus will continue notwithstanding this Agreement until such prior obligations are satisfied. Invoices not disputed within thirty (30) days shall be deemed correct.

4.3 Payment of Charges. Charges are due within 10 days after invoice date. Amadeus may offset amounts owed to Subscriber against amounts Subscriber owes to Amadeus. Payment will be made in the manner and in the currency as indicated on the invoice, which will provide for either mailing, or wiring the payment to a designated Amadeus account. Amadeus may charge interest or fees on late payments at maximum rates allowed by law.

4.4 Increase in Charges. Charges are subject to change upon thirty (30) days written notice. Any such increase will not exceed ten percent (10%) in a given calendar year except that Amadeus may further adjust Charges to cover: (A) increases in telecommunication costs; (B) increases in the costs of products or services provided to Amadeus by third parties that Amadeus makes available to Subscriber under this Agreement; and (C) costs necessary for Amadeus to comply with any industry regulation, law or standard affecting the products and services provided under this Agreement. No amendment to this Agreement is necessary to reflect such increases.

Without prejudice to the above, Amadeus reserves the right to apply at any time Charges or fees for Products, services and/or functionalities that are offered at no cost by Amadeus to Subscriber at the time of signature of this Agreement.

4.5 Disputed Booking/Transaction Counts. Amadeus' automated record shall prevail in any dispute about Booking or Transaction counts. Amadeus may adjust any such counts upon notification by any Provider of any speculative, improper or fraudulent bookings.

5. TERM.

The Term of this Agreement as specified in Schedule I hereto will begin on (i) the date of installation of the Amadeus Equipment, and/or Subscriber Equipment or (ii) if no equipment is installed, on the Effective Date, subject to termination in accordance with Article 6 below. Further to the lapse of the Initial Term, the Agreement will be automatically renewed for one (1) year terms ("Extended Term(s)") unless it is terminated by either Party upon a ninety (90) days written notice to the other Party prior to the expiry of the Term or Extended Term.

6. TERMINATION / SUSPENSION OF SERVICES / EFFECT OF TERMINATION

6.1 Termination Generally. The Agreement may be terminated as follows:

A. By Amadeus, without notice, in the event Subscriber breaches the provisions related to confidentiality or Amadeus System use, in this Agreement.

B. By Subscriber, (i) as expressly provided under applicable regulatory law or (ii) if Subscriber gives thirty (30) days prior notice of the date on which Subscriber will cease doing business in the field of airline ticket sales and accompanying services, provided that Subscriber ceases having an agency relationship with ATA/ IATA/ ARC or similar entity (as applicable). Subscriber may not terminate this Agreement as provided in sub (ii) of this paragraph if: (1) Subscriber is in default; (2) Subscriber merely changes its name or location; (3) Subscriber makes an assignment or transfer of its business or assets to another party; (4) Subscriber's assets

are acquired by another entity; or (5) Subscriber merges with another entity.

C. By either Party, (i) for breach of any other term of the Agreement by the other Party, after notice giving the other Party thirty (30) days to cure the breach and effective upon the Party's failure to cure the breach within the cure period; or (ii) subject to applicable law, if the other Party becomes insolvent, makes an assignment for the benefit of creditors, suffers the appointment of a receiver, a trustee, a creditors committee, or a petition in bankruptcy or seeks reorganization, or readjustment of its debts or its dissolution or liquidation or for any other relief under any bankruptcy or insolvency law, or has entered against it a judgment or decree for its dissolution which remains undismissed or undischarged or unbonded for a period of thirty (30) days, or if the other Party shall take any step leading to the cessation as a going concern, or ceases operations for reasons other than a strike.

6.2 Suspension of Services. Amadeus may suspend or limit Amadeus System access and/or any products or services if Subscriber does not pay any invoice within thirty (30) days after the invoice date. During such suspension, Subscriber will remain liable for all recurring Charges and for any reconnection Charges. Further, Amadeus may, without notice or liability to Subscriber, inhibit ticketing if any Provider, ATA/ IATA or any other similar industry authority so requests.

6.3 Effect of Termination. If this Agreement is terminated:

A. Due to Subscriber's uncured breach or by Subscriber prior to expiration of the Term (except in the event such early termination by Subscriber is due to Amadeus' uncured breach or Amadeus' insolvency related actions and proceedings as described above) then Subscriber understands that Amadeus will suffer damages which cannot easily be determined at the time of execution of this Agreement and, therefore, Subscriber agrees to pay to Amadeus (i) the lease Charges for the Amadeus Equipment ordered by Subscriber through the expiration of the Term or, in the event there are no Charges, the non-amortised value of any Amadeus Equipment being leased to Subscriber, (on the basis that the cost of the Amadeus Equipment being leased to Amadeus as provided by applicable local accounting regulations); (ii) all discounts, waived Charges and any funds advanced or applied to Subscriber proportionally or prorata to the remaining Term of the Agreement; and (iii) removal and de-installation Charges. The Subscriber hereby acknowledges and agrees that such payment is a genuine estimate of the loss suffered by Amadeus as a result of the early termination of this Agreement.

B. For any basis other than as provided in paragraph A. of this subsection, Subscriber is liable for (i) accrued Charges through the end of the month in which the System, Amadeus Equipment and/or Software was removed; (ii) removal and de-installation Charges; and (iii) repayment of any funds paid in advance to Subscriber. Except that, in the event of termination due to Amadeus' uncured material breach, Amadeus will be responsible for all removal Charges; and Subscriber's repayment of advanced sums shall be on a pro-rata basis equal to a percentage determined by the number of months remaining in the Term at the time of termination divided by the number of months in the Term.

C. Amadeus may take immediate repossession of any Amadeus Equipment, Software or any other item provided to Subscriber under this Agreement. Subscriber will ensure that all such items are returned to Amadeus in the condition that they were provided to Subscriber, reasonable wear and tear excepted. Subscriber will provide Amadeus with immediate access to its and its customers' premises as necessary for this purpose.

6.4 Change of terms and conditions. Amadeus may amend the terms of this Agreement including its schedules and annexes by providing three (3) months advance written notice to Subscriber of such amendment. The Subscriber shall be deemed to agree with such amendment unless Subscriber notifies Amadeus in writing within one (1) month after receipt of Amadeus' notice of the amendment that it does not agree with such amendment. If the Subscriber so informs Amadeus that it does not agree to the amendment, then Amadeus will have the right to terminate the Agreement by providing three (3) months advance written notice of termination to Subscriber. For the avoidance of doubt, if Amadeus wishes to withdraw its termination notice during this three (3) month period it may do so.

If Amadeus terminates the Agreement pursuant to the preceding paragraph, Subscriber shall reimburse Amadeus all sums advanced or applied to Subscriber in exchange for future performances, including but not limited to sums provided in exchange for future Booking production in accordance with Article 6.3 A of this Agreement.

7. OWNERSHIP, RISK OF LOSS AND RETURN OF AMADEUS EQUIPMENT AND SOFTWARE

7.1 Amadeus Ownership. The Amadeus System, Amadeus Equipment, Software, and all scripting, screen designs, business processes, workflow and program concepts in any way related to the Amadeus System, Amadeus Equipment, Software or services delivered by Amadeus, are Amadeus' or its providers property, and Subscriber will not sell, lease, mortgage, pledge or transfer any of them, or convey any lien or security interest on or in them, without Amadeus' consent. Upon request, Subscriber agrees to execute a document acknowledging the Amadeus Equipment security interest as applicable.

7.2 Risk of Loss. The risk of loss for any damage or theft to the Amadeus Equipment and/or Software passes to Subscriber upon delivery to the installation Address. Subscriber is responsible for (A) all risk of loss or damage, including, without limitation, risks of fire, theft, vandalism, lightning, severe weather, electrical surge and similar risks;

(B) repairing damaged Amadeus Equipment; and (C) replacing lost Amadeus Equipment or Amadeus Equipment which cannot reasonably be repaired. Subscriber shall maintain an insurance policy in an amount necessary to cover the replacement cost of the Amadeus Equipment due to loss of the Amadeus Equipment arising out of the risks identified in this paragraph. Subscriber will provide Amadeus a copy of said insurance policy upon Amadeus' request.

7.3 Inspection/Removal of Amadeus Equipment, Software and related Charges.

A. **Inspection.** Amadeus may enter Subscriber's premises, and Subscriber will arrange such access to its customers' premises, as applicable, during Business Hours from time to time to inspect the Amadeus Equipment and Software,

including all records relating thereto, and the Subscriber's operation thereof, to ensure compliance with this Agreement.

B. **Removal.** Upon termination of this Agreement for any reason, or if both Parties agree to a partial de-installation, Subscriber will pay applicable cancellation, removal or partial de-installation fees. Amadeus may remove the Amadeus Equipment/Software or require Subscriber to securely package and deliver any such Amadeus Equipment/Software to Amadeus.

8. ASSIGNMENT

8.1 By Subscriber. Subscriber may not assign this Agreement or any right or obligation under it without Amadeus' prior written consent. If Amadeus consents to assignment by Subscriber, Amadeus may require the intended assignee and Subscriber to sign the appropriate document(s) agreeing to assume and be bound by Subscriber's obligations under this Agreement.

8.2 Sale/Merger of Subscriber. If Subscriber merges with or is acquired or controlled by any party that does not own at least a fifty-one percent (51%) interest in Subscriber on the Effective Date, Amadeus has the right to terminate this Agreement by giving Subscriber sixty (60) days notice.

8.3 By Amadeus. Upon notice, Amadeus may assign the Agreement to any entity within or owned by a member of the Amadeus Group. Amadeus may perform its obligations through contractors.

9. INTERNET ACCESS

If Subscriber orders Internet mail access, e-business components, Software and/or electronic mail services from Amadeus, the following applies.

9.1 Responsibility for Web Access Generally. The public Internet, including the World Wide Web, includes large numbers of rapidly changing sites with varied content, operated by parties over whom, and through data communications equipment over which, Amadeus has no control. Amadeus and the Amadeus Group are not responsible for access, accuracy, timeliness or any other aspect of third party World Wide Web sites or other Internet functions. Neither the Amadeus Group nor its affiliates or Providers have any responsibility to control, notify, filter, categorize, confirm the accuracy of, modify or limit any World Wide Website, or any electronic mail messages, Web site postings or registrations which Subscriber may make via the products or services Amadeus provides.

9.2 Subscriber Internet Policies. Subscriber is solely responsible to (A) develop, use and enforce an Internet use policy for its employees and contractors; (B) choose, install, use and periodically assess and upgrade "virus" protection software and other risk management software; (C) create and store any Internet addresses, records or other data required by Subscriber's business operations; and (D) otherwise manage Internet access and activity as it changes during the Term.

9.3 Suspension of Access. Amadeus may suspend Internet and/or electronic mail access if it believes that unlawful or otherwise highly offensive material is being transmitted through the Internet or electronic mail access Amadeus provides. If the incident that caused the suspension is not corrected within ten (10) working days of Amadeus' notice, Subscriber's Internet and/or electronic mail access may be terminated by Amadeus upon written notice.

10. GENERAL

10.1 Force Majeure. Except for payment obligations, neither Party is liable for non-performance caused by, and only for the duration of, circumstances beyond their reasonable control including but not limited to, strikes, transportation delays, Provider delivery delays, fire, civil disobedience, wars, terrorists acts, acts of governments, utility outages, or acts of nature. The Party claiming force majeure will notify the other Party in writing describing in detail the basis of the force majeure event and its estimated duration. If the force majeure event continues for more than ninety (90) days, the other Party may terminate this Agreement upon notice.

10.2 Confidentiality. Subscriber agrees not to disclose Confidential Information to any third party except with the prior written consent of Amadeus, unless such disclosure is required pursuant to judicial or administrative process, in which case the Subscriber shall immediately so notify Amadeus and shall permit Amadeus, at its expense, to take all necessary steps to vacate, contest, or stay the same in Amadeus name, or the Subscriber's name, as appropriate. "Confidential Information" means the content and terms of this Agreement, as well as information not generally known in the relevant trade or industry, which was received by Subscriber from Amadeus relating to: (1) trade secrets of Amadeus or its customers; (2) existing or contemplated products, services, technology, designs, processes, formulae, computer systems, algorithms, research or developments of Amadeus or its customers; or (3) business plans, sales or marketing methods, methods of doing business, customer lists or requirements, and supplier information of Amadeus or its customers.

10.3 Trade names / trademarks. Subscriber will not use Amadeus' trade name or trademarks.

10.4 Identification of Subscriber. Subscriber hereby agrees to its identification in any marketing, booking and sales data that Amadeus, Amadeus IT Group, S.A. or any other company of the Amadeus Group decides to make available. In consideration of the agreement by Subscriber, Amadeus shall provide Subscriber with Amadeus Market View in the terms and conditions established in the agreement for Amadeus Market View to be executed by the Parties.

10.5 Data Protection Laws. Each Party shall comply with the privacy and security laws to which it is subject and applicable to the performance of its services under this Agreement.

Subscriber shall include the following data protection notice when collecting personal data, as defined in the EU Directive 95/46/EC: "You agree that in order to render the services you are contracting, your personal data will be included in a data file whose data controller is the Spanish company AMADEUS IT Group, S.A. You may exercise your rights of access and rectification and deletion by notice (preferably in English) to dataprotection@amadeus.com".

If Subscriber is collecting special categories of data as defined in the EU Directive 95/46/EC such as personal data revealing racial or ethnic origin, health or sex life, Subscriber shall obtain the individual's explicit consent for the processing of such personal data. This consent shall be in writing in case of collection of data revealing political opinions, religious or philosophical beliefs.

Subscriber shall inform and keep Amadeus updated about the corporate implants under its responsibility.

10.6 Usage Policy. Subscriber shall comply with the terms of the Amadeus Usage Policy available at the usual Amadeus communication channels such as GG pages, e-Support Centre, etc. It is Subscriber's sole responsibility to ensure that security requirements as stated in the Amadeus Usage Policy are met and applied. Amadeus may amend the Amadeus Usage Policy to comply with industry or Provider requirements or mandates. It is Subscriber's sole responsibility to check the Amadeus communication channels to be informed about any amendments or updates of the Amadeus Usage Policy.

10.7 Severability. If any provision in this Agreement is held invalid or unenforceable, the remaining provisions shall not be affected. The Parties will endeavour in good faith to replace the invalid or unenforceable provisions with valid provisions, the effect of which comes as close as possible to the effect intended by that of the invalid or unenforceable provisions.

10.8 Changes of Industry Clause. Subscriber understands and agrees that the pricing economic structures within the industry are constantly changing (e.g., airlines opt-in programs, surcharges, distribution revenue declines, etc.), and that in order to address such changes in a reasonable manner, the Parties need to provide for flexibility in this Agreement with respect to pricing and/or possible charges under this Agreement. Accordingly, the Parties agree that, if there is a change in law, rule, regulation or order governing the operation of CRS, Providers, or the Amadeus System, or changes in the pricing structures within the travel industry, or if Booking Fee revenues received by Amadeus vary with any Provider after the Effective Date of this Agreement, or if the regulatory framework or the business environment changes, Amadeus may modify pricing and/or implement charges under this Agreement with no less than three (3) months advance written notice (the "Amadeus Notice"). With respect to any modification to existing pricing, Amadeus shall continue to apply the former pricing during the three (3) months notice period (the "Notice Period"). At the end of the Notice Period, the modifications stated in the Amadeus Notice will become effective.

If any modifications stated in the Amadeus Notice result in pricing and/or new charges under this Agreement being increased or applied on an annualized basis by more than 10% from previous pricing and charges combined, Subscriber has the right to not agree with such modifications, and it may terminate this Agreement by providing written notice to Amadeus prior to the effective date of the modifications. In such a case, the Agreement shall continue in force for another three (3) months during which time the modifications will not apply. For the avoidance of doubt, if Subscriber wishes to withdraw its termination notice during this three (3) month period it may do so.

10.9 Affected Content. In cases where a Provider makes a given content available in the Amadeus System only upon conditions that (a) Amadeus booking fee levels are directly or indirectly reduced; or (b) a charge apply, (the "Affected Content"), Amadeus will notify Subscriber of the terms and conditions applicable to Bookings of Affected Content at least 90 days in advance of such conditions going into effect (the "Notice Period"). During the Notice Period, if Subscriber requests in writing, the Parties will discuss in good faith any such conditions. These terms and conditions will apply automatically at the end of the Notice Period. If Subscriber notifies Amadeus in writing prior to the end of the Notice Period that it does not agree to the applicable conditions then Subscriber acknowledges that access to such Affected Content may be restricted.

10.10 Waiver. Failure of any Party hereto to enforce or exercise any provisions, rights or options provided under this Agreement shall in no way be considered a waiver of such provisions, rights or options, or prevent such Party from later enforcing or exercising such provisions right or options. Any term or provision hereof, may not be waived or discharged except in writing signed by each of the Parties hereto.

10.11 Dispute Settlement. The Parties agree to submit and maintain any disputes solely in the Commercial court in Pristina.

10.12 Independent contractors. This Agreement does not create a partnership, agency, joint venture, employment or any other similar arrangement. In no event shall either Party act as an agent of the other.

10.13 Notices. Notices and consents under this Agreement must be in writing, and shall be delivered by hand or sent by registered mail, express courier service (with postage prepaid) or telefax, to the addresses indicated on page 1 of this Agreement.

10.14 Entire Agreement. This Agreement and its attachments are the entire agreement between the Parties with respect to the subject herein and supersede all prior agreements, oral or written, including any different or additional terms on any purchase order or form Subscriber submits. This Agreement may be modified only in writing or on-line, as the case may be, by the Parties as provided under applicable laws and regulations.

10.15 Third Party Beneficiary. This Agreement is for the benefit of Subscriber and Amadeus. It does not confer any rights or benefits on any third party, including any franchisees of Subscriber, except where indicated as to the Amadeus Group.

10.16 Prevailing Provisions. In the event of any inconsistency between any terms set out herein and any Annex or Schedule hereto, such Annex or Schedule shall prevail.

10.17 Legal Fees and Costs. The non-prevailing Party is responsible for all legal fees and costs incurred by the prevailing Party to collect owed sums due under this Agreement and/or, as to Amadeus, to recover any Amadeus Equipment or Software or any other item provided to Subscriber under this Agreement.

10.18 Compliance with applicable laws. The Parties shall comply with all applicable laws.



Schedule 1

amadeus d.o.o.
Br 58/23
13.03.2023. god.
BEOGRAD

A. TERM OF SUBSCRIBER AGREEMENT

Valid until:	09.02.2026.
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B. MAIN PRODUCTS

PRODUCT	OFFICE ID	INSTALLATION ADDRESS	NUMBER OF LICENCES			DATE
			STATUS	(+) (-)	NEW STATUS	
Amadeus Selling Platform Connect	PRNKO3305	Sheshi Edit Durham 21, Prishtina	1	+1	2	13.03.2023.

C. OTHER PRODUCTS

PRODUCT	OFFICE ID	INSTALLATION ADDRESS	DATE
Amadeus Master Pricer Expert	PRNKO3305	Sheshi Edit Durham 21, Prishtina	09.02.2023.

D. TRAINING

Each student is to meet the minimum requirements in accordance with the policy of the Amadeus Training.
Specialized and other training courses in accordance with Amadeus training center availability and current Amadeus pricing.

E. PRODUCTS AND SERVICES PRICING

At current Amadeus price list.

E1. Amadeus will charge Subscriber an annual fee the "Ghost Booking Fee" of €2.00 for each booking segment created in the Amadeus System, with the status code GK, GL or GN (a "Ghost Booking") in excess of the threshold of allowed Ghost Booking segments. Allowed Ghost Booking segments number represents the relation between Ghost Booking segments and other booking segments during the calendar year and will be calculated in accordance with the following formula:

$$3\% \times GB / (EB + GB + ATAB)$$

GB = number of Ghost Booking segments during the calendar year

EB = number of Eligible Booking segments (Amadeus Air) during the calendar year

ATAB = number of Amadeus Ticketless Access Booking segments

The Ghost Booking Fee will be payable irrespective of the subsequent cancellation of a Ghost Booking segment

AMADEUS

Srđan Džuver

Director

Date 13.03.2023.

Komercijalna organizacija d.o.o.
AMADEUS
BEOGRAD

PRIME TOURS & TRAVEL

Fisnik Dragusha

Director

Date 13.03.2023.



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