

Article 23

23. Sovereign Immunity

- 23.1 Each Party acknowledges that the transactions contemplated by this Agreement involve commercial activity carried on throughout the world. To the extent that either Party hereto or any of its property is or becomes entitled at any time to any immunity, on the grounds of sovereignty or otherwise, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, that Party for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or the subject matter hereof. Such agreement shall be irrevocable and not subject to withdrawal in any and all jurisdictions, including under the Foreign Sovereign Immunities Act of 1976 of the United States of America.

Article 24

24. Delta Connection Carriers

- 24.1 In the event the Parties decide to provide for Codesharing on flights of Atlantic Southeast Airlines, Inc. ("ASA") and/or Comair, Inc. ("Comair"), each a Delta Connection carrier and a wholly-owned subsidiary of Delta Air Lines, Inc., then Comair and/or ASA, as applicable, as the Operating Carrier, shall execute a separate Codeshare Agreement, with CSA Czech Airlines ("CSA") as Marketing Carrier, containing substantially similar terms to this Agreement, or incorporating by reference the terms of this Agreement, and an Exhibit A setting forth the Routes.

Article 25

25. Exclusivity

- 25.1 In order to secure the economic and operational efficiencies expected by each Party hereunder, the Parties agree that, (i) during the term of this Agreement, neither Party shall enter into an agreement for Codesharing service on nonstop flights operated by other carriers between the homeland countries of each Party without the prior written consent of the other Party, and (ii) beginning March 25, 2001 CSA shall not be a party to agreement for codeshare services, frequent flier program participation, lounge exchange programs (except, if on a local basis, for handling purposes), sales cooperation, common branding, joint product development, joint advertising/promotions, or similar marketing cooperation, revenue management, revenue sharing or joint pricing activities, cargo codeshare services, cargo sales cooperation, or joint cargo promotions, joint passenger