

ORIGINAL

Amendment no. 6

Dodatek č. 6

**to the Agreement on
provision of airport
passenger processing
information system CUTE**

**Ke smlouvě o poskytování
informačního systému letiště
pro odbavení cestujících
CUTE**

(hereinafter "Amendment")

(dále jen "Dodatek")

Český Aeroholding, a.s.

Český Aeroholding, a.s.

as the Customer

jako Objednatel

And

A

**SITA Information Networking
Computing B.V.**

**SITA Information Networking
Computing B.V.**

("Supplier")

jako Dodavatel

**Customer's Agreement Registration
Number**

Evidenční číslo Smlouvy Objednatele

436 92 522

436 92 522

**Supplier's Agreement Registration
Number**

Evidenční číslo Smlouvy Dodavatele

ASL Ref: ASL17FB001
C2C ID: 1-11178993956

ASL Ref: ASL17FB001
C2C ID: 1-11178993956

Table of contents

Obsah

1	SUBJECT MATTER OF THE AMENDMENT	4
1	PŘEDMĚT DODATKU.....	4
2	FINAL PROVISIONS	6
2	ZÁVĚREČNÁ USTANOVENÍ.....	6



Český Aeroholding, a.s.**Český Aeroholding, a.s.****With its registered seat at the address:**

Prague 6, Jana Kašpara 1069/1, Postal Code 160 08

Se sídlem:

Praha 6, Jana Kašpara 1069/1, PSČ 160 08

ID No.:

248 21 993

IČ:

248 21 993

VAT ID No.:

CZ2699003361

DIČ:

CZ699003361

Commercial Register:

Municipal Court in Prague, Section B, Record 17005

OR:

Městský soud v Praze, oddíl B, vložka 17005

Bank details:

UniCredit Bank Czech Republic a.s.

Bankovní spojení:

UniCredit Bank Czech Republic and Slovakia, a.s.

Account No.:

Číslo účtu: 2106286528 / 2700

Acting through:Ing. Radek Hovorka, vice-chairman of the Board of Directors, and
JUDr. Petr Pavelec, LL.M., member of the Board of Directors**Jejmž jménem jedná:**Ing. Radek Hovorka, místopředseda představenstva a
JUDr. Petr Pavelec, LL.M., člen představenstva(hereinafter referred to only as the "**Customer**")(dále jen „**Objednatel**")

and

A**SITA Information Networking Computing B.V.****SITA Information Networking Computing B.V.****With its registered seat at the address:**

Heathrowstraat 10, 1043 CH, Amsterdam, The Kingdom of the Netherlands

Se sídlem:

Heathrowstraat 10, 1043 CH, Amsterdam, Nizozemské království

Commercial Register:

a company incorporated under the laws of the Netherlands with registration number 34123443 and with a branch registered in the Czech republic as SITA Information networking Computing B.V. – incorporated in the Commercial Register maintained by the Municipal Court in Prague, Part A, entry 43589, with a registered branch address of: V Parku 2294/2, 148 00 Prague 4, Czech Republic

OR:

společnost založena podle zákonů Nizozemska s registračním číslem 34123443 a pobočkou registrovanou v České republice pod názvem SITA information Networking Computing B.V. – organizační složka registrovaná u Městského soudu v Praze, oddíl A, vložka 43589, se sídlem na adrese: V Parku 2294/2, 148 00 Praha 4, Česká republika

Represented by:

Ing. Michal Koscelanský, based on power of attorney

zastoupena:

Ing. Michal Koscelanským, na základě plné moci

(hereinafter referred to only as the "**Supplier or SITA**")(dále jen „**Dodavatel**")The Supplier and the Customer are further jointly referred to as the "**Parties**" or individually as the "**Party**".Dodavatel a Objednatel jsou dále společně označováni také „**Strany**" či jednotlivě „**Strana**".

Preamble

Whereas:

A. The Parties have entered into the Agreement on provision of airport passenger processing information system CUTE dated 31.8.2005, Customer's No. 43692522, as amended by Appendix 1 of 7 April 2006, Appendix 2 of 29 February 2008, Supplement No. 3 of 13 August 2009, Supplement No. 4 of 26. 2011 and Appendix 5 of 31 October 2013 (hereinafter referred to as "the Agreement")

B. The Parties have agreed, in accordance to the clause 15.3 of the Agreement to modify it

C. The Parties have agreed as follows:

1. SUBJECT MATTER OF THE AMENDMENT

1.1 With effect from 01 July 2019, Section 10.1. Of the Agreement will be replaced by the following Section 10.1:

"10.1. The Customer undertakes to pay to the Supplier for the Services provided within the scope of Sections 2.1.1 through to 2.1.5 hereof a monthly fee amounting to CZK [REDACTED] and for the Services in the extended scope of Section 2.1.6 to 2.1.10 hereof the amount determined on the connected number of End User stations exceeding the Minimal Scope calculated using the formula provided in Annex No. 8 hereof (hereinafter referred to only as the "Monthly Price")

1.2 Section 11.1 of the Agreement shall be canceled and replaced by the following Section 11.1:

Preamble

Vzhledem k tomu, že:

A. Strany uzavřely dle 31. 8. 2005 smlouvu o poskytování informačního systému letiště pro odbavení cestujících CUTE, ev. Č. Objednatele 43692522, ve znění dodatku č. 1 ze dne 7. 4. 2006, dodatku č. 2 ze dne 29. 2. 2008, dodatku č. 3 ze dne 13. 8. 2009, dodatku č. 4 ze dne 2. 6. 2011 a dodatku č. 5 ze dne 31. 10. 2013 (dále jen „Smlouva“),

B. Strany mají v souladu s ustanovením 15.3. Smlouvy zájem upravit znění Smlouvy

C. Dohodly se Strany následovně:

1. PŘEDMĚT DODATKU

1.1 S účinností od 1. července 2019 se čl. 10.1. Smlouvy ruší a nahrazuje se novým čl. 10.1 následujícího znění:

"10.1. Objednatel se zavazuje hradit Dodavateli za poskytování Služeb v rozsahu čl. 2.1.1 až 2.1.5 [REDACTED] a za Služby v rozšířeném rozsahu čl. 2.1.6 až 2.1.10 Smlouvy částku stanovenou dle skutečně připojeného počtu Stanic Koncových uživatelů na rámec Minimálního rozsahu, vypočtenou dle vzorce uvedeného v příloze č. 8 této Smlouvy (dále jen "Měsíční cena")."

1.2 Čl. 11.1 Smlouvy se ruší a nahrazuje se novým čl. 11.1 následujícího znění:

"11.1 This Agreement is for a fixed term, until 30 June 2020.

"11.1 Tato Smlouva je uzavřena na dobu určitou, a to do 30. června 2020.

1.3 Section 11.2.2 of the Agreement shall be canceled and replaced by the following Section 11.2.2:

1.3 Čl. 11.2.2 Smlouvy se ruší a nahrazuje se novým čl. 11.2.2 následujícího znění:

"11.2.2 termination under the conditions set in the Section 11.3 of this Agreement.

"11.2.2 výpověď za podmínek stanovených v čl. 11.3 této Smlouvy.

1.4 Section 11.5 Contracts shall be canceled without compensation

1.4 Čl. 11.5 Smlouvy se ruší bez náhrady.

1.5 Due to the cancellation of Section 11.5 of the Agreement:

1.5 Vzhledem ke zrušení čl. 11.5 Smlouvy:

1.5.1 the original Section 11.6 of the Agreement was renumbered Section 11.5 of the Agreement

1.5.1 se původní čl. 11.6 Smlouvy přečísloval na čl. 11.5 Smlouvy

1.5.2 the original Section 11.7 of the Agreement was renumbered Section 11.6 of the Agreement

1.5.2 se původní čl. 11.7 Smlouvy přečísloval na čl. 11.6 Smlouvy

1.6 The formula for calculating the monthly price referred to the Section 1 of the Annex 8 to the Agreement shall be cancelled and replaced by a new formula to be applied for all extensions of CUPPS, CUSS kiosks and PAX @ Airport positions after the date of application of this Amendment The text of the new formula is as follows:

1.6 Vzorec pro výpočet měsíční ceny uvedený v čl. 1 v příloze č. 8 Smlouvy se ruší a nahrazuje se novým vzorcem, který bude aplikován pro veškeré rozšíření počtu pozic CUPPS, CUSS kiosků a PAX@Airport pozic po datu účinnosti tohoto Dodatku. Znění nového vzorce je následující:

Monthly Price =
$$\frac{\text{Variable Price} * (\text{Remaining Months to 30.6.2020})}{(\text{Remaining Months to 30.6.2020})} + \text{Fixed price}$$

Měsíční cena =
$$\frac{\text{Variabilní Cena} * (\text{zbyvajících měsíce do 30.6.2020})}{(\text{zbyvajících měsíce do 30.6.2020})} + \text{Fixní Cena}$$

1.7 At any other additional CUPPS and CUSS kiosk positions and PAX@Airport ordered prior to the effective date of this Amendment won't be since 30. 6. 2019 charged and paid part of Variable Price of its Monthly fee of Monthly Prices.

1.7 U veškerých dodatečných pozic CUPPS, CUSS kiosků a PAX@Airport objednaných před účinností tohoto Dodatku nebude od 30.6.2019 hrazena Variabilní cena jejich Měsíční ceny.

2. FINAL PROVISIONS

2. ZÁVĚREČNÁ USTANOVENÍ

2.1 This Amendment shall become valid and effective on the date of its signature by the Parties.

2.1 Tento Dodatek nabývá platnosti a účinnosti dnem jeho podpisu oběma Stranami.

2.2 The other provisions of the Agreement not changed by this Amendment shall remain in force without change

2.2 Ostatní ustanovení Smlouvy tímto Dodatkem nedotčená zůstávají v platnosti beze změny

2.3 This Amendment is made in two (2) copies, each Party shall receive one copy

2.3 Tento Dodatek je vyhotoven ve dvou (2) vyhotoveních, z nichž každá ze Stran obdrží po jednom vyhotovení.

2.4 This Amendment is written in English and Czech language, in case of any discrepancies the English version shall prevail.

2.4 Tento Dodatek je uzavřen v anglickém a v českém jazyce. V případě jakýchkoliv rozporů je rozhodující anglická jazyková verze.

THE PARTIES HEREBY REPRESENT THAT THEY HAVE READ THIS AMENDMENT AND THAT THEY AGREE WITH ITS CONTENT. IN WITNESS THEREFORE, THEY ATTACH THEIR SIGNATURES BELOW

STRANY TÍMTO PROHLAŠUJÍ, ŽE SI TENTO DODATEK PŘEČETLY A ŽE SOUHLASÍ S JEJÍM OBSAHEM, NA DŮKAZ ČEHOŽ JI STVRZUJÍ SVÝMI PODPISY

Date / Datum: 14-03-2018

Date / Datum: 14-03-2018

On behalf of Customer / Za zákazníka:

On behalf of Supplier Za Dodavatele:

Signature / Podpis:

Name /

Jméno:

Function /

Funkce:

Ing. Radek Hovorka

Vice-chairman of the board of directors / místopředseda představenstva

Signature / Podpis:

Name /

Jméno:

Function /

Funkce:

Ing. Michal Koscelanský

Na základě plné moci

Signature / Podpis:

Name /

Jméno:

Function /

Funkce:

JUDr. Petr Pavelec, LL.M.

Member of the board of directors / člen představenstva

SCHVÁLENO

Právní věc České Aeroholding, a.s.



SITA Information Networking Computing B.V.
Heathrowstraat 10
1043 CH Amsterdam (Sloterdijk)
The Netherlands

Telephone:
+31(0)20 606 9600

Fax:
+31(0)20 606 9601

www.sita.aero

N° BV 1208

DELEGATION OF POWERS

Local Representative

I, the undersigned, Aileen McEntee, Senior Legal Manager and Authorized Signatory of SITA Information Networking Computing B.V., a company organized and existing under the laws of the Netherlands, with its registered office at Heathrowstraat 10, 1043 CH Amsterdam (Sloterdijk), registered in the Chamber of Commerce in the Netherlands under N° 34123443 (the "**Company**"), entitled to act by a Delegation of Powers, dated 2nd September 2013, executed by Francesco Violante, the Sole Managing Director of the Company, do hereby:

1. Appoint Michal Koscelansky to act as the representative for the Company (the "**Representative**") and grant to the Representative the powers described below to carry out the Representative's functions, which consist in managing the Company and its branch or representative office in the following country, all in accordance with guidelines, policies and instructions published by the head office of the Company:

Czech Republic (the "**Country**").
2. Grant to the Representative the following powers for use with respect to activities in connection with the Country:

- i. **Execution of Documents:**

To sign, execute and deliver in the name and on behalf of the Company all forms of agreements, deeds, covenants, contracts and similar documents, including agreements or filings with civil aviation authorities, governments, ministries, agencies, administrations and similar entities, including any tax authority, as shall be required for the operations of the Company and to sign the required receipts and discharges for any sums of money.

The above-mentioned documents may, without limiting the generality of the foregoing, include the following:

Letters of Intent, Letters or Memorandums of Understanding, Bid documentation, Requests for Information, Requests for Proposal, Teaming Agreements, Customer Service Agreements, Purchase, Rental, Lease, Sale and Supplier Agreements in so far as they relate to the Country.

ii. **Import / Export:**

To take all necessary actions (including the obtaining of import / export permits from the relevant custom authorities) required for the export or import of (i) equipment, owned, purchased or leased by the Company, and (ii) equipment leased or sold by the Company to a third party.

iii. **Branch and Representative Offices:**

To execute, file and register with the appropriate authority, any documents required under any business, business name, or registration legislation in the Country, including any taxation or custom registration in respect to the business being carried on in the Country.

iv. **Collection of Debts:**

To demand, recover and receive, from any person, all sums of money (in whatever form), goods and effects generally which now are, or which may later appear to be, due, payable or belonging to the Company.

v. **Legal Action and Arbitration:**

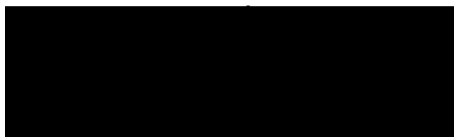
To accept service of process and to receive all notices on behalf of the Company.

vi. **General Authority:**

Generally to do, and execute every other such act, deed, writing and thing for the Company and in its name as may be necessary in the execution of the powers conferred herein.

3. This document is to be read with all changes of number and gender as is required by the context. Furthermore, no specification of any particulars in this delegation of powers shall affect the generality of any powers conferred.
4. The powers given in this Delegation of Powers may continue to be exercised by the Representative, and will continue, notwithstanding any change in the name or the corporate structure of the Company, unless the applicable Company does not remain, directly or indirectly, a subsidiary of SITA N.V. or of the Company.
5. The powers granted in this Delegation of Powers are granted for an unlimited period. They become effective on the date indicated hereunder and cancel and replace any previous delegation. This Delegation of Powers shall remain in full force until notice in writing of its revocation is given to the Representative by the Managing Director of the Company, the Chief Financial Officer, the General Counsel, the undersigned, their successor, or their duly authorised representative.

SIGNED, this 15th day of November 2013



Aileen McEntee
Senior Legal Manager and Authorized Signatory
SITA Information Networking Computing B.V.

