## **AMENDMENT No. 1**

to the

## SOFTWARE MAINTENANCE AGREEMENT

Version Nr.: 008\_17.10.2017

(hereinafter referred to as "Amendment No. 1")

Letiště Praha, a. s.

With its registered office at: K letišti 1019/6, Ruzyně, 161 00 Praha 6

incorporated in the Commercial Register administered by the Municipal Court in Prague, Section B, Entry 14003

Registration No.: 282 44 532 VAT No.: CZ699003361

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account number (CZK): 801812025/2700

as the legal successor of the company Český Aeroholding, a.s., Company ID No: 248

21 993 (Czech Aeroholding, a.s.)

(hereinafter referred to as the "Customer")

and

## **INFORM Institut für Operations Research und Management GmbH**

With its registered office at: Pascalstr. 35, 52076 Aachen, Germany

Company identification No: HRB 1144

VAT No: DE 123 599 767

CR incorporation: Amtsgericht Aachen

(hereinafter the "INFORM")

(Customer and INFORM hereinafter collectively referred to as the "Parties" and individually also as the "Party")

Whereas, Parties entered into Software Maintenance Agreement, Version Nr.: 008\_17.10.2017, Customer's filing number of the Agreement 0122002617 dated on 16.11.2017 (hereinafter referred to as "Agreement"),

Whereas, the Parties are currently negotiating a new contract for the maintenance of the Software. In order to avoid that the Agreement expires before the new contract could be concluded, the Parties intend to extend the Agreement.

Now therefore, Parties do hereby agree to amend the Agreement as follows:

Capital terms used herein shall have the meanings as given to them in the Agreement and/or in this Amendment No. 1.

# 1. SUBJECT MATTER OF THIS AMENDMENT NO. 1

- 1.1 Parties have agreed that the Agreement shall be valid and effective until 31<sup>th</sup> March 2023 or until the using up of the maximum amount intended for the provision all performances set forth according to the Article 1.2 of this Amendment No. 1, whichever occurs first.
- 1.2 Parties have agreed that the total maximum amount of all performances provided during the term of Agreement shall not exceed the amount of CZK 48 200 000,- (in words: forty-eight-million two hundred thousand Czech crowns) without VAT.
- 1.3 Other provisions of the Agreement shall remain unaffected by this Amendment No. 1.

## 2. MISCELLANEOUS

- 2.1 This Amendment No. 1 is concluded in two (2) counterparts of which every Party will receive one (1) counterpart.
- 2.2 This Amendment No. 1 shall be valid and effective from the day of its signature by the last Party. However, if a special legal provision stipulates that this Amendment No. 1 may enter into force at the earliest on a certain day which is later than the date of signature of this Amendment No. 1 by the last Party, this Amendment No. 1 shall become effective only on the date on which this Amendment No. 1 may become effective in the first instance. This Amendment No. 1 will be published in the Czech Register of Contracts.

For and on behalf of  Letiště Praha, a. s.  Date:		For and on behalf of INFORM Institut für Operations Research und Management GmbH  Date:	
Name:	Ing. Jiří Pos	Name:	Uschi Schulte Sasse
Title:	Chairman of the Board of Directors Letiště Praha, a. s.	Title:	SVP Aviation INFORM GmbH
Signature:			
Name:	Ing. Pavel Východský		
Title:	Member of the Board of Directors Letiště Praha, a. s.		