

Evidenční číslo smlouvy: S-169-220/2009  
č.j.: 367/2009-220-SP/3

Výtisk č.: 5

SITA Confidential Information

Agreement for the Provision of Telecommunications Services

Between

Société Internationale de Télécommunications Aéronautiques (« SITA »)

And

Czech Republic Ministry of Transport

**Particulars**

<b>Effective Date</b>	The first day of the month after the date this Agreement is signed by the Customer (subject to Section 16.1).	
<b>Parties</b>		
<b>SITA</b>	Name	Société Internationale de Télécommunications Aéronautiques BCE Numéro d'Entreprise : 403150410
	Address	Avenue Henri-Matisse 14 1140 Brussels, Belgium
	Address for notices	General Counsel SITA 26, Chemin de Joinville 1216 Cointrin – Geneva Switzerland
	Fax	41 22 747 6176
<b>Customer</b>	Name	Czech Republic Ministry of Transport
	Registered Address	NABREZI L. SVOBODY 12, PRAHA 1, 110 05 CZECH REPUBLIC
	Address for notices	Same as above
	Fax	+420 225131323
<b>Recitals</b>	A	SITA provides telecommunications services to the air transport community on a global basis.
	B	The Customer requested, and SITA has agreed to provide, telecommunications services to the Customer under the terms of this Agreement.
<b>Initial Term</b>	5 year(s) commencing on the Effective Date.	
<b>SITA Reference</b>		

**SITA**

## General Terms and Conditions

### 1. Definitions

"**Agreement**" means this Agreement for the Provision of Telecommunications Services, including all Schedules, Attachments and other documents referenced herein.

"**Connection**" means a connection to the SITA Network via Local Access Lines or by dial-in access of equipment located at the premises of the Customer, where SITA provides the Service to the Customer.

"**Connection Request**" or "**Service Request Form**" means a form by which the Customer requests a Connection in accordance with the provisions of Article 6 (Ordering Procedure)

"**Date of Connection**" means the date on which SITA has installed a Connection and performed tests confirming that the Service is functioning at the Connection.

"**Direct Debit Supported Country**" means Australia, Belgium, Canada, France, Germany, Hong Kong, Italy, Netherlands, Singapore, Spain, Switzerland, the United Kingdom and the United States.

"**Equipment**" means any equipment (including software), required in relation to the Service.

"**Insolvent**" means having an administrator appointed, being in receivership, in liquidation, in provisional liquidation, wound up, subject to any arrangement, assignment or composition, protected from creditors under any law, dissolved (other than to carry out a restructure while solvent) or being otherwise unable to pay debts when they fall due or anything with the same or similar effect in any jurisdiction.

"**Local Access Line**" means a dedicated telecommunications circuit or other capacity leased from a Telecommunications Operator, which permits the link of a Connection to the appropriate node of the SITA Network where such Connection is required in order to provide a Service.

"**Local Access Line Equipment**" means any equipment ancillary to the Local Access Line, which is not provided or owned by SITA or the Customer but which is ordered by SITA from a Telecommunications Operator or third party, to enable the Customer to access the Service.

"**Party**" means a party to this Agreement.

"**Pricing Schedule**" means an attachment to this Agreement setting out the amounts payable by Customer to SITA for Services supplied under the terms of this Agreement, and where specified, in relation to a particular service Schedule.

"**PSTN**" means the public switched telephone network operated by a Telecommunications Operator.

"**Service(s)**" means the services supplied hereunder as described in the Service Schedule(s) attached to the Agreement, as more particularly described in the SITA directory of Network Services at [www.sita.aero](http://www.sita.aero) and in any connection request or service request from the Customer relating to this Agreement.

"**Service Schedule**" means an attachment to this Agreement describing the particular services offered by SITA as supplied hereunder.

"**SITA Network**" means the telecommunications network, excluding the Local Access Lines and Local Access Line Equipment, which SITA owns, leases or shares from time to time.

"**Taxes**" means all taxes including sales taxes, value added taxes, income tax, levies, imposts, charges and duties (including export, import, stamp and transactional duties), whether payable by withholding or otherwise, together with any interest, penalties, fines and expenses in connection with them, except if imposed on the net profit of a party.

"**Telecommunications Operator**" means an entity, authority or enterprise which: (i) is empowered to own, lease or operate telecommunications circuits or other capacity, and to lease those to SITA or the Customer; and/or (ii) is empowered to regulate the telecommunications market.

### 2. Provision of services

2.1 SITA will supply the Customer Service(s) as set out in one or more Service Schedules in accordance with these General Terms and Conditions.

2.2 Unless the Parties have agreed specific dates in an implementation schedule attached to this Agreement, SITA will endeavour to promptly implement the Service.

2.3 SITA may interrupt or reduce the Service on a few occasions each year, for maintenance, upgrades and other reasons. Such periods are very short and usually take place at night or at times when they will cause little disturbance to the Service. In

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## SITA Confidential Information

such an event, SITA will give the Customer reasonable notice of the period during which the Service will be interrupted or reduced and will endeavour to restore the Service as soon as possible.

2.4 The Customer will fully cooperate with and provide all reasonable assistance to SITA in its performance of this Agreement, including the timely provision of all information necessary for SITA to install the Service.

### 3. Duration

3.1 This Agreement will commence on the Effective Date set out on the Particulars page and expire at the end of the Initial Term, unless terminated early pursuant to Article 11 (Termination).

3.2 On expiry of the Initial Term, this Agreement will be automatically renewed for successive one-year terms, unless either Party gives written notice to the other of its termination of this Agreement at least 6 months prior to the end of the Initial Term or any renewal term.

3.3 This is a framework agreement such that each Service Schedule and/or Pricing Schedule (each, an "Exhibit") may have its own specified duration, as may be amended from time to time. Where no duration for an Exhibit is expressly specified, its duration will coincide with the then current Initial Term or renewal term of this Agreement. If an Exhibit's specified duration exceeds the usual term of this Agreement under Section 3.2, such Exhibit will remain in effect until the specified duration has expired, subject to all of the further terms and conditions of this Agreement. Following the initial execution of this Agreement with its original Exhibits on the Effective Date, each new Exhibit added to this Agreement shall only be effective if executed by each Party's duly authorized representative.

### 4. Use of the Service – Customer's obligations

4.1 The Customer acknowledges that SITA has no control over the Customer's use of the Service including, without limitation, the content of data exchanged.

4.2 The Customer will follow SITA's reasonable instructions and security best practices as to the use of the Service and other operational procedures. In particular the Customer undertakes to treat access credential information as "Confidential Information" as defined in Article 13 (Confidentiality) below.

4.3 The Customer will not use the Service to transmit, distribute, disseminate, publish, or store any material that:

(a) Is in violation of any applicable local, national, or international law or regulation;

(b) Is defamatory, abusive, obscene, indecent, or harassing; or that threatens or encourages bodily harm, destruction of property, or infringement of the lawful rights of any party;

(c) Violates the privacy of any party as protected by applicable local, national, or international law or regulation; or

(d) Contains software viruses, trojan horses, or any computer code, files, or programs designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe, or modify without authorization, data, software, computing or network devices, or telecommunications equipment.

4.4 The Customer will not use the Service to access any computer, network, or data in any unauthorized manner, including, without limitation, any attempt to (a) retrieve, alter, or destroy data; (b) probe, scan or test the vulnerability of a system or network; or (c) breach or defeat system or network security, authentication, authorization, confidentiality, intrusion detection, monitoring, or other security measures.

4.5 Notwithstanding Section 9.4, if SITA suffers any damage arising from but not limited to any breach by the Customer of Sections 4.2 to 4.4, the Customer will indemnify and hold harmless SITA and its subcontractors against and from any damages, costs or expenses, for claims brought against SITA by any third party or by the Customer and arising out of the Customer's use of the Service or the SITA Network. The Customer will provide all information necessary to allow SITA to defend itself against such claims.

4.6 The Customer will not interconnect the SITA Network, or cause or allow the SITA Network to be interconnected, with any other wide area network unless SITA has given Customer its prior written approval. Neither will the Customer, directly or indirectly connect to the SITA Network, resell, or in any other way provide or allow access to the Service, or any part of it, to any third party. Any breach of this provision will be a material breach of this Agreement.

### 5. Support services

5.1 In addition to the service described in the Service Schedules, SITA will:

(a) Order any necessary Local Access Lines from the relevant Telecommunications Operator;

## SITA Confidential Information

(b) Test the Local Access Lines before or at the time of the installation of a Connection;

(c) Pay the Telecommunications Operator's charges, fees and taxes for the lease and use of Local Access Lines and recharge the amounts to the Customer in accordance with Article 8 (Charges payable to SITA);

(d) Supervise the Local Access Lines, report to the Telecommunications Operator faults and failures related to services provided by the Telecommunications Operator and follow-up the Telecommunications Operator repair services.

5.2 The Customer agrees to pay to SITA the charges related to the rental of the Local Access Lines Equipment, as specified in Article 8 (Charges payable to SITA).

5.3 The SITA customer support help desk facilities and escalation procedures are available to the Customer to obtain technical advice and guidance on the operation and use of the Service and also for the reporting of Service faults.

### **6. Ordering procedure**

6.1 To order a Service at a new location or to cancel a Connection, the Customer will comply with the SITA Service Ordering Procedures which are incorporated into this Agreement as posted at <http://ordering.sita.aero> or contained in the Pricing Schedules.

6.2 Any order for Equipment or Service placed by the Customer will be subject to this Agreement, which shall override any other terms and conditions referred to expressly or implicitly by the Customer, including but not limited to the Customer's purchase order or any other written document.

6.3 The Customer understands that local laws and regulations may, in some places, impose restrictions on the availability of certain Services ordered by the Customer.

### **7. Equipment**

7.1 When, as part of the Service, the Parties have agreed on the provision of certain Equipment, SITA will, where permitted by local regulations, provide and install the Equipment necessary for the provision of the Service. Where local regulations do not allow SITA to provide Equipment, the Parties will agree whether this Equipment will be ordered by SITA on behalf of the Customer or will be provided by the Customer.

7.2 To permit the installation of the Equipment and the provision of the Service, the Customer agrees to prepare the site where the Equipment is to be installed (provision of space, power supply, electrical installations and cabling), to give SITA or its sub-contractor access to the premises where the Equipment is to be installed or maintained and, if necessary, to authorize SITA or its sub-contractor to disconnect and remove any other equipment and obtain every necessary consent or authorization required for the performance of this Agreement.

7.3 Equipment supplied by SITA remains the property of SITA (except where a sale of equipment is expressly contemplated in the terms of a Service Schedule). From the time of delivery, the Customer will bear all risks relating to the Equipment, including without limitation, damage to or loss of the Equipment.

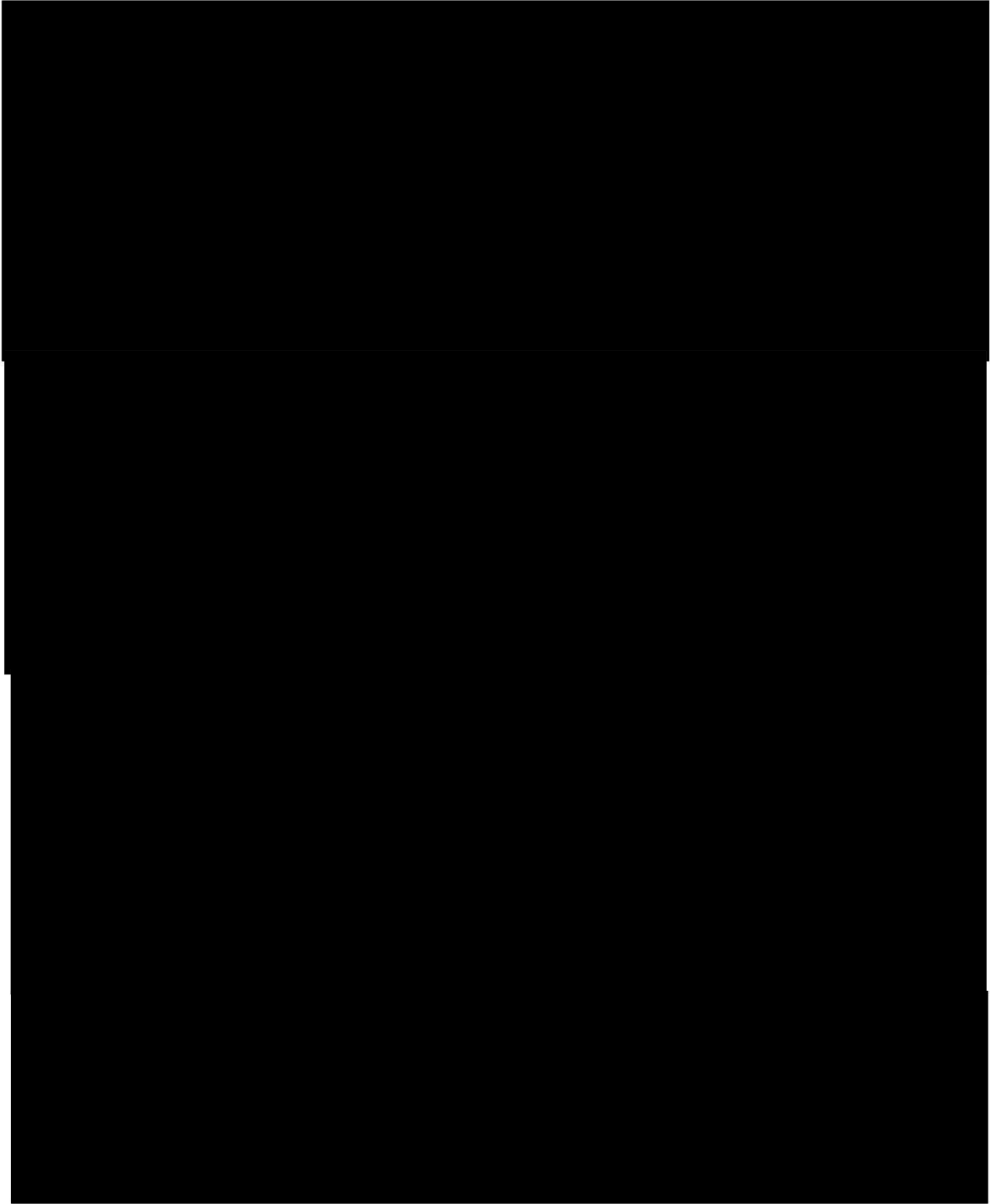
7.4 The Customer is responsible for the operation and upkeep of the Equipment and undertakes to follow SITA's or the manufacturer's instructions regarding the operation, care, use and environmental conditions in which the Equipment is kept. The Customer agrees not to disconnect, remove, alter, interfere or make any modification to the Equipment. Except for fair wear and tear, the Customer will ensure that the Equipment is kept and returned to SITA in good working order and condition.

7.5 The Customer will ensure that all equipment not provided by SITA conforms and continues to conform to technical standards and communications protocols compatible with the operation of the SITA Network. If necessary, SITA will provide information regarding these standards to the Customer. Unless otherwise agreed in writing between the Parties, the Customer will remain responsible for the operation, maintenance and management of such equipment.

7.6 Every visit to a location and analysis of or repair to the Equipment which is necessary due to: (a) improper treatment or use of Equipment by the Customer, (b) servicing and maintenance other than normal servicing performed by SITA or its sub-contractor, (c) modifications which have not been carried out by SITA or its sub-contractor, (d) failure by the Customer to meet SITA's or the manufacturer's instructions, (e) negligence by the Customer, or (f) any event of force majeure, will be charged separately to the Customer on an hourly basis, and in addition to the charges set forth in the Pricing Schedule, for any material or Equipment expenditures.

### **8. Charges payable to SITA**

8.1 The Customer will pay the charges to SITA as specified in the Pricing Schedule relating to a particular Service Schedule. All charges are payable from the Date of Connection. Where SITA is not



A handwritten signature or set of initials in dark ink, located in the bottom right corner of the page.

## 10. Force Majeure

10.1 Neither Party will be liable for delay or failure to perform any of its obligations in this Agreement, attributable in whole or in part to events of force majeure and other unforeseeable events or situations beyond the control of that Party. Neither Party will have the right to claim or receive damages for any delay or non-performance resulting from an event of force majeure.

10.2 In the event that SITA and the Customer are unable, as a result of an act or omission of a Telecommunications Operator, or other authority, to lease or obtain services or equipment necessary to provide the Service, including, without limitation, the Local Access Lines, Local Access Lines Equipment or Equipment, or are prevented from importing Equipment into a country, such inability will be deemed to constitute an event of force majeure and, as such, will not constitute a breach of this Agreement.

## 11. Termination

11.1 Either Party may immediately terminate this Agreement by giving notice in writing to the other Party, if:

(a) the other Party commits any material breach of this Agreement and, the breach is not capable of remedy, or the other Party does not remedy the same within 90 days of receipt of written notice requiring it to do so; or

(b) the other Party is Insolvent.

11.2 SITA may terminate this Agreement in accordance with Article 8 (Charges payable to SITA), or if the Customer is a member of SITA and subsequently ceases to be a member.

11.3 On termination of this Agreement for any reason, the Customer will immediately return all Equipment, Local Access Line Equipment, or other property of whatever kind and nature, provided for the delivery of the Service.

## 12. Patents, copyrights and other intellectual property rights

12.1 The Customer recognizes that all intellectual property rights in the software programs or other materials provided by SITA to the Customer pursuant to this Agreement, are either licensed to, or are the property of SITA, and nothing in this Agreement shall convey any title or ownership interest to the Customer. The Customer's only right with respect to such intellectual property rights is the right to use the rights in relation to the Service provided by SITA, in accordance with the provisions of this Agreement.

12.2 If at any time, an allegation of infringement of copyright or other intellectual property right is made against the Customer by a third party in respect of the Service or Equipment, the Customer undertakes to immediately inform SITA. SITA may replace or modify the Equipment or any infringing part of the Service to avoid the infringement, provided that such modification does not substantially alter the Service as previously rendered to the Customer. SITA will indemnify the Customer for any damages, costs and expenses finally awarded against the Customer by a court or arbitral tribunal as a result of any claim(s) brought by a third party for alleged infringement of its intellectual property rights, provided that the Customer does not make any admission as to the claim(s) or other statement prejudicial to SITA and authorizes SITA to negotiate or litigate on the Customer's behalf. The Customer agrees to give SITA all reasonable assistance in such negotiation or litigation.

## 13. Confidentiality

13.1 "Confidential Information" means the contents of this Agreement and all information disclosed (whether in writing, or orally or whether directly or indirectly) by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether before or after the Effective Date, including information relating to the Disclosing Party's products and services, operations, customers and prospects, know-how, design rights, trade secrets, market opportunities or business affairs.

13.2 During this Agreement and for 3 years after termination or expiry of this Agreement, the Receiving Party:

(a) will not use Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement;

(b) will not disclose Confidential Information to any third party; and

(c) will use best efforts to prevent the unauthorized use or disclosure of Confidential Information.

13.3 The restrictions imposed by Section 13.2 shall not apply to the disclosure of Confidential Information:

(a) that is in, or comes into the public domain otherwise than by the fault of the Receiving Party;

(b) that is required by law to be disclosed to a person authorized by law to receive the same; or

(c) to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the

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Receiving Party is a Party in a case where such disclosure is required by such proceedings.

13.4 Where the Receiving Party is required to disclose any Confidential Information pursuant to Sections 13.3(b) or 13.3(c), it will inform the Disclosing Party as soon as reasonably practicable. The Receiving Party shall use its reasonable efforts to limit the extent of the disclosure.

### 14. General

14.1 The Customer agrees that SITA has the right to subcontract all or part of its obligations under this Agreement. The use of any sub-contractor will not modify SITA's obligations towards the Customer.

14.2 This Agreement may not be assigned by Customer without the prior written consent of SITA. Notwithstanding the foregoing, this Agreement shall bind and shall inure to the benefit of the Parties and their respective successors and assigns.

14.3 No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver, nor shall any partial exercise preclude the further exercise of that right, power or privilege.

14.4 This Agreement supersedes all previous communications, transactions, and understandings, whether oral, or written. Together with its schedules, exhibits and all documents referred to herein, this Agreement constitutes the sole and entire agreement between the Parties pertaining to its subject matter. No modification or deletion of, or addition to this Agreement shall be binding on either Party unless made in writing and signed by a duly authorized representative of both Parties.

14.5 SITA Service Ordering Procedures and SITA Directory of Network Services are made available to the public via the Internet. SITA reserves the right to change SITA Service Ordering Procedures and SITA Directory of Network Services at any time. The Customer's continued use of SITA's Services constitutes the Customer's agreement to SITA Service Ordering Procedures and SITA Directory of Network Services that are in effect at the time the Customer use the Services.

14.6 If one or more provisions of this Agreement is at any time found to be invalid by a court, arbitral tribunal or other forum of competent jurisdiction or is otherwise rendered unenforceable, such provision or provisions will be severable from this Agreement so that the validity or enforceability of the remaining provisions of this Agreement will not be affected.

14.7 The relationship of the Parties established by this Agreement is solely that of independent

contractors, and nothing contained in this Agreement will be construed to: (a) give any Party the power to direct and control the day-to-day activities of the other; (b) constitute such Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either Party an agent of the other for any purpose whatsoever. Neither Party nor its agents or employees is the representative of the other for any purpose and neither has the power or authority to act as agent, to represent, act for, bind or otherwise create or assume any obligations on behalf of the other.

14.8 The terms and conditions of this Agreement will be construed to avoid contradiction and in the event of conflict between these terms and those of a schedule forming part of this Agreement, the terms and conditions of the schedule will prevail.

14.9 Each Party will deliver notices under this Agreement to the other Party by (i) facsimile transmission to the fax number specified on the Particulars page (with transmittal confirmation retained as proof of receipt); or (ii) registered or certified mail or by overnight courier (with signed receipt) to the notice address specified on the Particulars page. A Party may update its notice details by written notice to the other Party.

14.10 The following Articles will survive termination of this Agreement and remain in full force and effect: Articles 1 (Definitions), 8 (Charges Payable to SITA), 9 (Limited Warranty and Limitations of Liability), 11 (Termination), 13 (Confidentiality) and 14 (General) and 15 (Governing Law and Arbitration).

[Continued on next page]

**15. Governing law and arbitration**

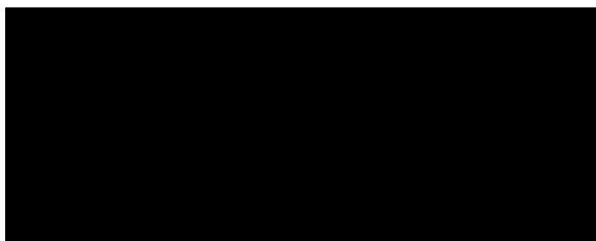
15.1 This Agreement shall be governed by and construed in accordance with the laws of Belgium.

15.2 All disputes arising in connection with this Agreement shall be finally settled by a single arbitrator under the Rules of Arbitration of the International Chamber of Commerce (ICC). The Parties will request the ICC Court of Arbitration to endeavour to appoint an arbitrator with telecommunications expertise. The arbitration will take place in Brussels, Belgium, in the English language.

**16. Effective Date and Validity**

16.1 This Agreement must be returned to SITA within five (5) working days of signature by the Customer in order for the Effective Date of this Agreement to be the first day of the month after the date this Agreement is signed by the Customer. This Agreement is only valid if signed by both Parties.

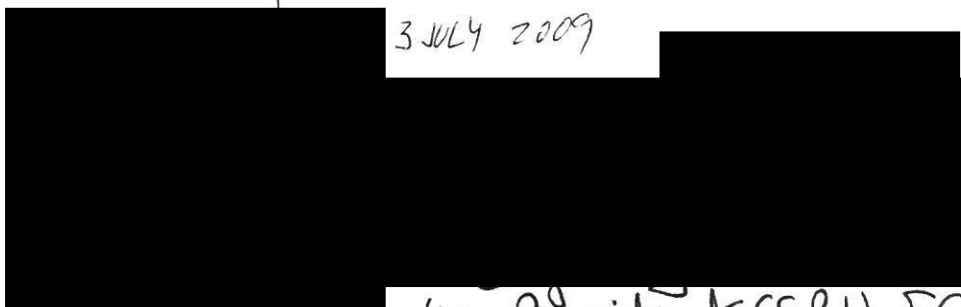
SIGNED for Customer:



Title: DEPUTY MINISTER

3 JULY 2009

SIGNED for SITA:



Title: Vice President CSBU ECE

Date:

15 JUL. 2009



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[v.1 std telecoms for BD (24 August 07) – Belgium– rw2/hja]  
[g:telecom Czech Republic Ministry of Transport (04-06-2009)-AK]

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**Service Schedule(s)**

[Refer to attached document(s)]

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**Pricing Schedule(s)**

[Refer to attached document(s)]

# Pricing Schedule

In consideration of the Services provided to MINISTRY OF TRANSPORT under this Agreement, the Customer agrees to pay the following charges to SITA:

## 1. Pricing terms and conditions

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### 1.1 Charges

The special service charges set out herein shall become effective as from the effective date of this Agreement between SITA and MINISTRY OF TRANSPORT ("The Customer") and shall apply throughout the duration of the Agreement.

### 1.2 Currency

All charges are expressed in United States Dollars (USD), unless stated otherwise in this document, and shall be paid in such currency unless stated or otherwise mutually agreed in writing by the parties.

### 1.3 Validity of the charges

The availability of services covered by this document is subject to local technical and regulatory conditions.

The rates are valid for the 5 year term of the Agreement and for the term of the automatic renewal period, if any.

## 2. Services terms and conditions

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### 2.1 Minimum duration

Unless stated otherwise herein, all network connections for services ordered under an Agreement between the Customer and SITA have to be maintained with SITA for a minimum period of 18 months commencing from the Date of Connection. In the event the Customer, prior to the end of this 18-month period, cancels any of the connections the full remaining monthly charges will be billed to the Customer.

### 2.2 Notice period for disconnection of a network connection

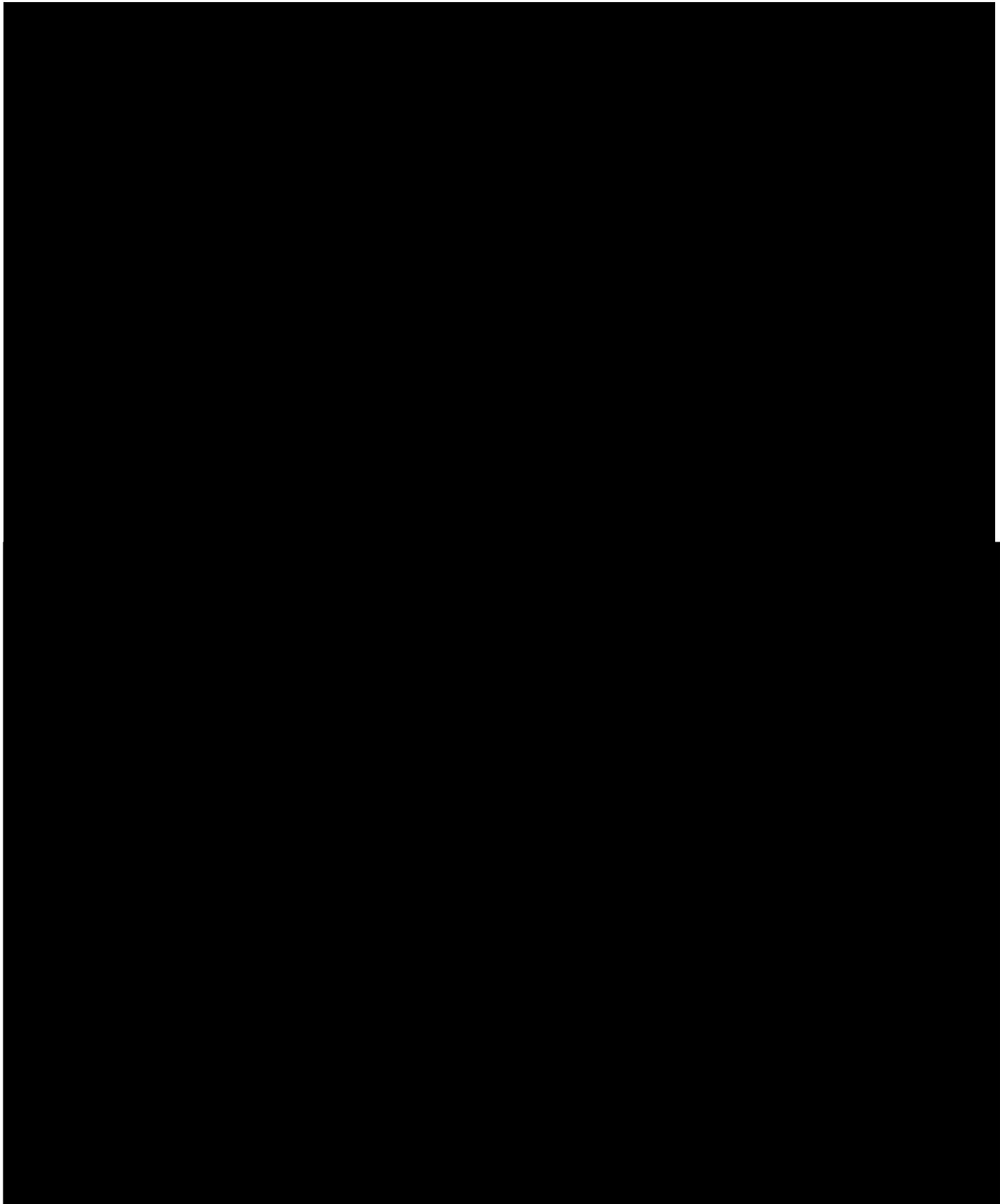
Cessation of a connection requires two (2) months prior notice in accordance with the SITA Service Ordering Procedures. Charges will apply from the Date of Cessation Request, as defined in the SITA Service Ordering Procedures, for a period of two (2) months.

## 3. Default rate

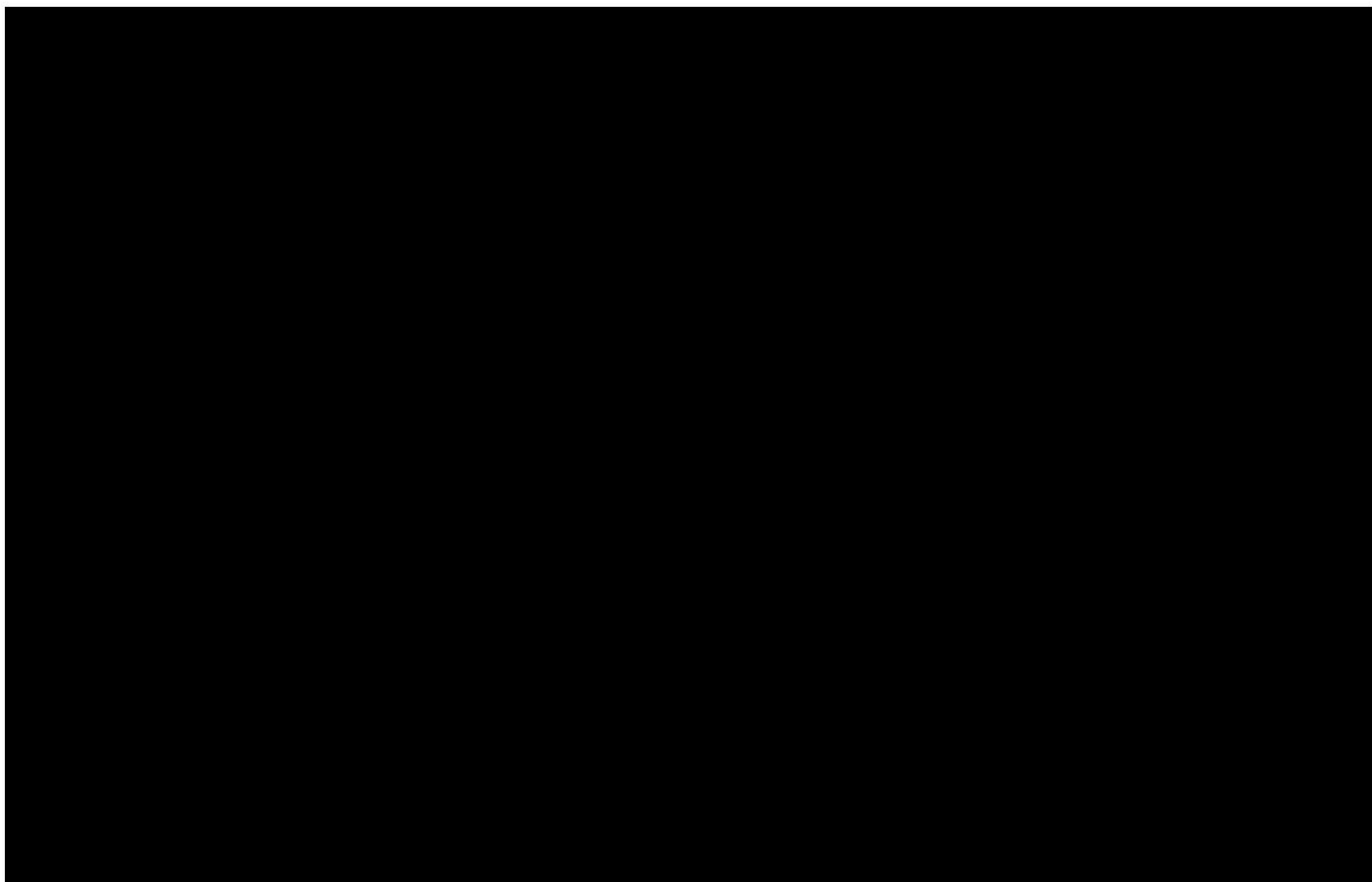
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For services and options described herein where price is defined as "available upon request" and any other SITA services or options, the Customer and SITA shall agree on the prices in writing prior to the ordering of such services by the Customer.

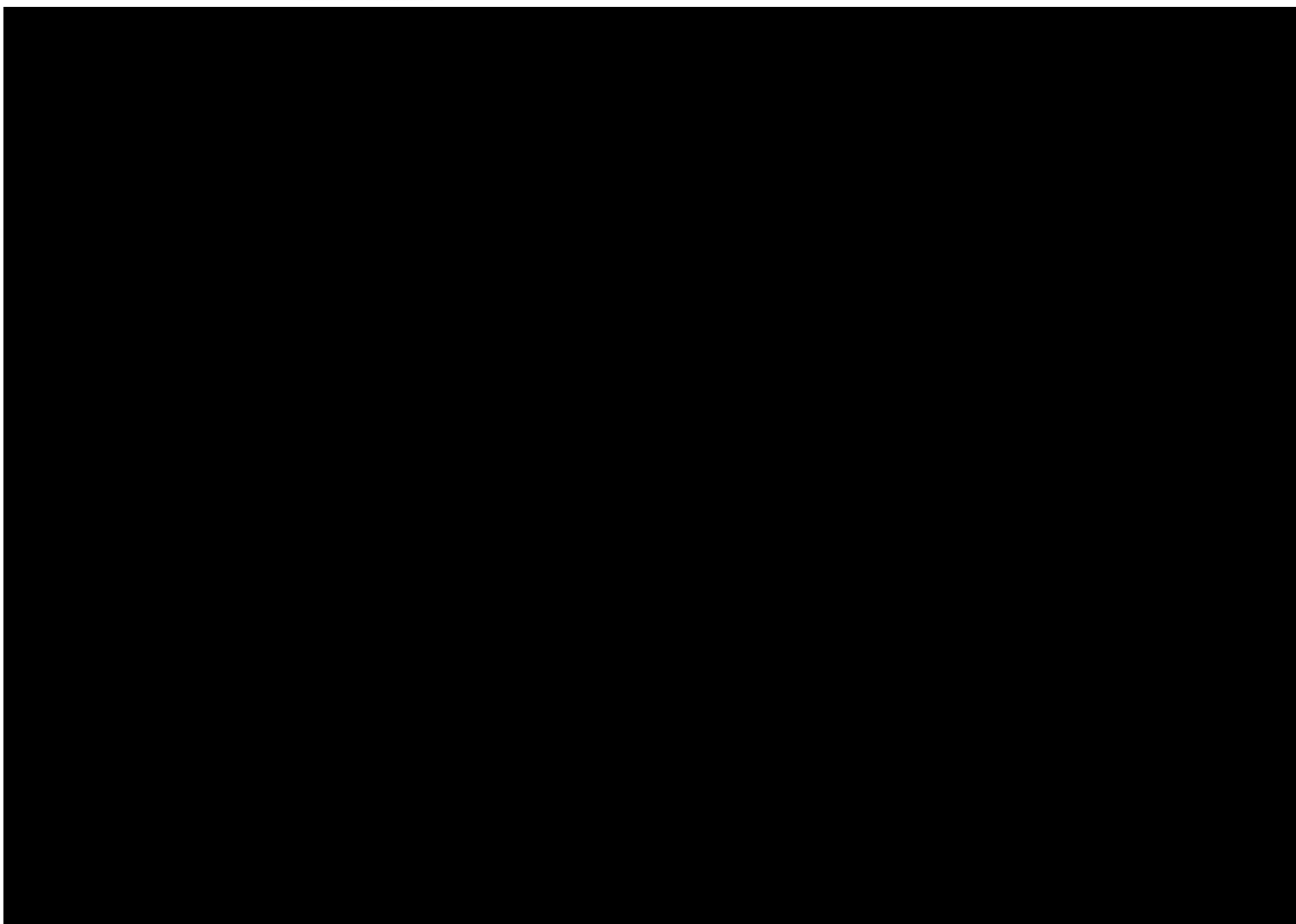
Where the prices for such services or options have not been agreed in advance or otherwise provided in this schedule, the charges applicable shall be as per the SITA standard price list applicable at the time such service or options are delivered to the Customer.

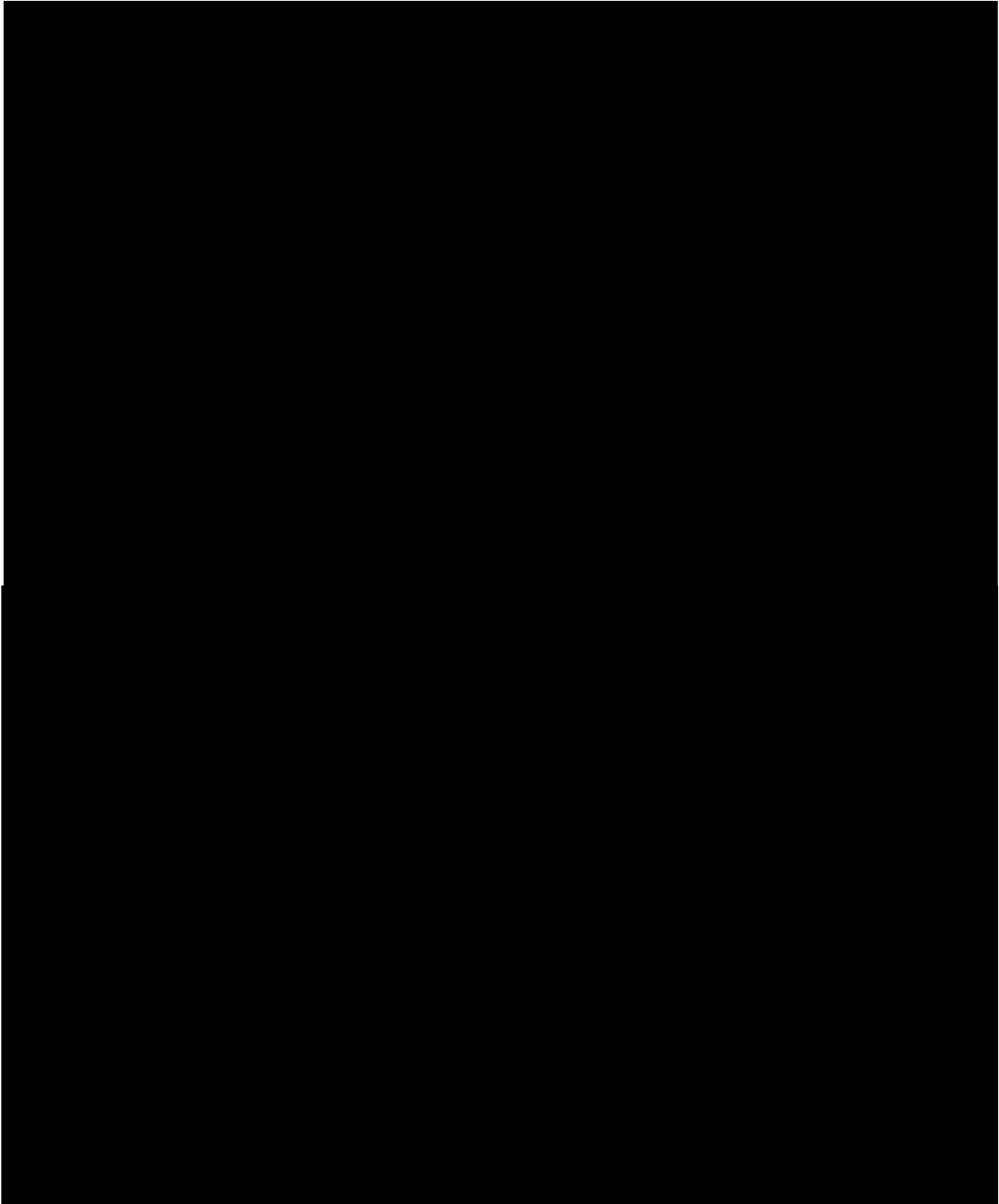


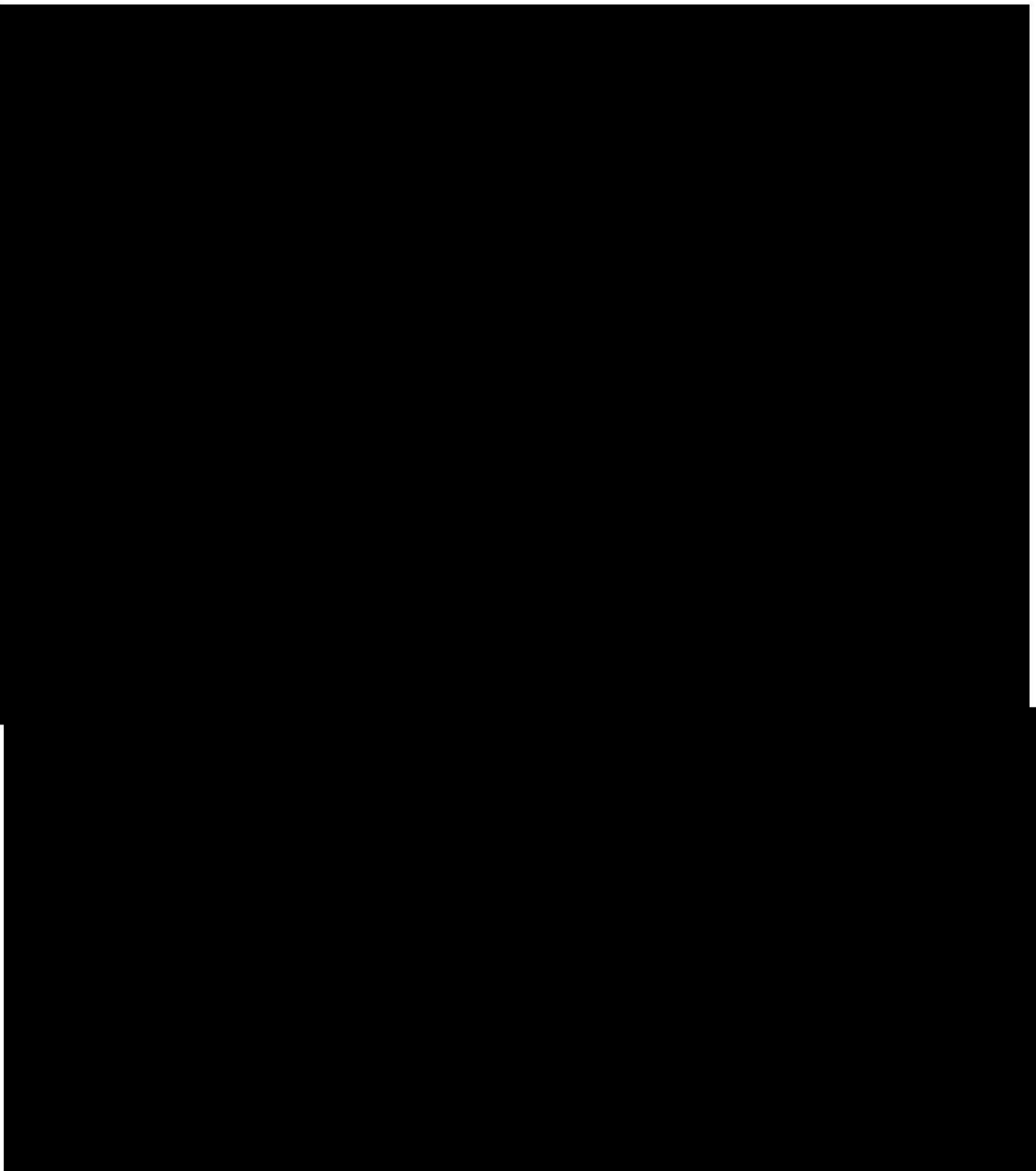
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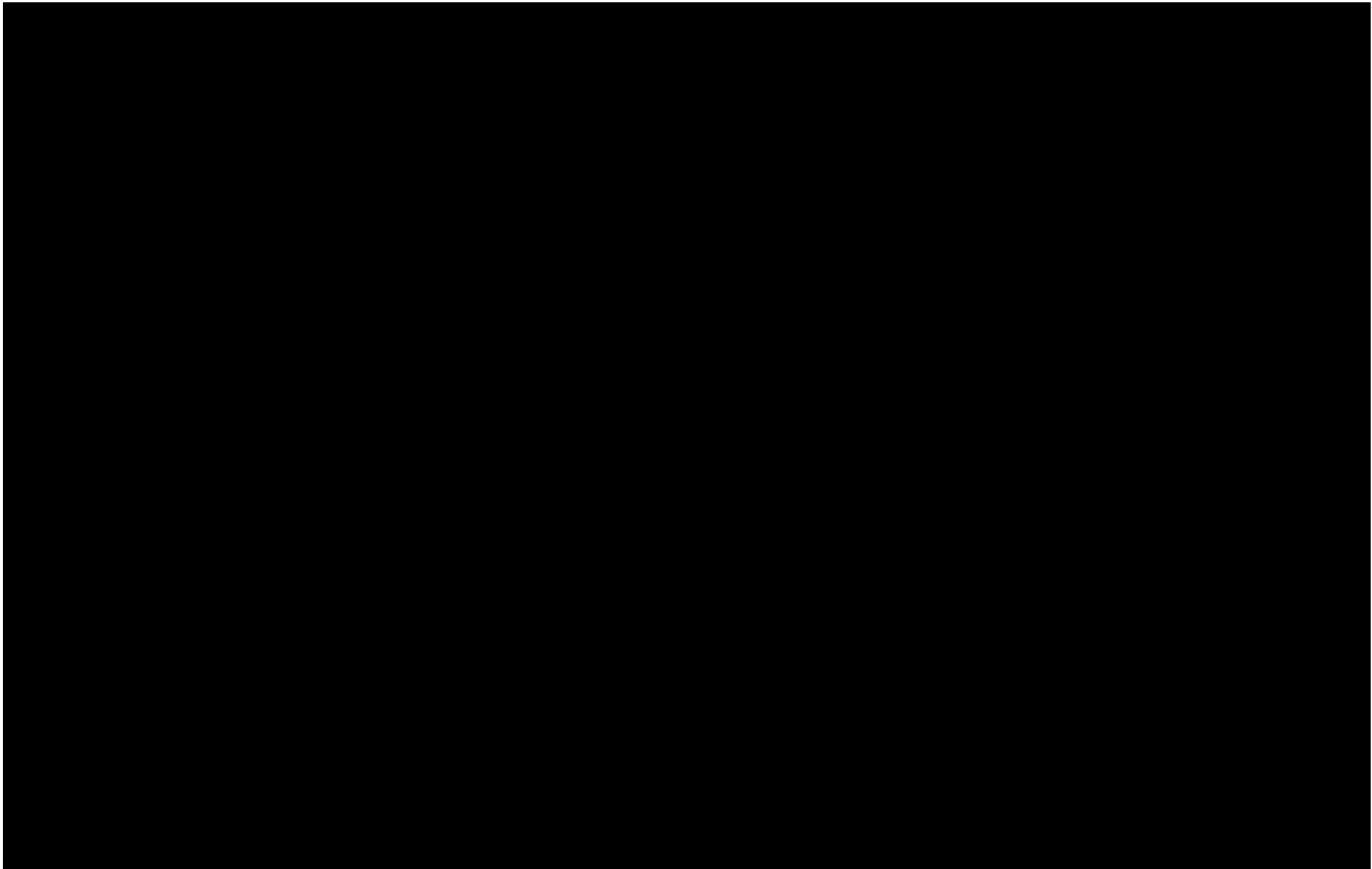
4.5.1 Addresses











## Definitions

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All capitalized terms used but not defined in this Service Schedule will have the meaning given to such terms elsewhere in the Agreement. In the event of any conflict between the definitions provided in this Service Schedule and those provided elsewhere in the Agreement, the definitions in this Service Schedule will apply for the purpose of this Service Schedule:

**"AFTN" or "Aeronautical Fixed Telecommunications Network"** means an integrated worldwide system of fixed circuits provided as part of the aeronautical service for the exchange of messages between stations in the network.

**"CPE" or "Customer Premises Equipment"** means communications equipment that resides on the Customer's premises.

**"IATA" or "International Air Transport Association"** means the trade association of the world's scheduled international airline industry.

**"IP Addresses"** means an identifier for a computer or device on a TCP/IP network.

**"LAN" or "Local Area Network"** means a computer network that spans a relatively small area.

**"Leased Line"** means a permanent telephone connection between two points set up by a telecommunications common carrier.

**"Location"** means the Customer site to which the Service is being delivered.

**"PKI certificate"** means digital certification of user over the Internet.

**"PPP"** means Point-to-Point Protocol, a commonly used protocol to establish a direct connection between two nodes.

**"PSTN Line"** means an analogue telephone line.

**"RAM" or "Random Access Memory"** means volatile memory that can be read and written to by a microprocessor.

**"SMTP" or "Simple Mail Transfer Protocol"** means a protocol for sending email messages between servers.

**"TCP/IP" or "Transmission Control Protocol/Internet Protocol"** means the suite of protocols developed by the US Department of Defense in the 1970s to support the construction of worldwide Internet networks.

**"VPN" or "Virtual Private Network"** means a network that uses encryption and other security mechanisms to ensure that only authorized users can access it and that data cannot be intercepted.

**"X.400"** means an ITU-T recommendation specifying a standard for electronic mail transfer.

## 1. Service Overview

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SITATEX is a client software package for operational messaging that generates and receives messages in the Type B message format. It is fully IATA compliant and provides seamless message and document exchange from PC workstations to other Type B messaging and email users worldwide via secure gateways.

These gateways enable SITATEX users to send messages and attachments using standard protocols, including X.400, SMTP and the Internet. In addition, SITATEX users can send messages to Aeronautical Fixed Telecommunications Network (AFTN), fax and public telex machines.

SITATEX is mainly made up of two modules: the Mail Manager or graphical user interface (GUI) and the network module.

The Mail Manager offers a flexible and easy to use GUI. It is ideal for operational messaging environments and works with current supported versions of Microsoft windows operating systems.

The Mail Manager is available for Single User which is best suited for roaming or locations with one or two workstations that have no local messaging traffic. Multi User enables more than one user on a LAN to exchange intra network traffic and share folders.

The Network Module offers connectivity using the Internet, IP and PPP dial services. PKI digital certificates are included in the client for single user and in the server for multi users to offer Secure Internet access. SITA Private Dial, PPP dial, SITA managed routers using SITA ServiceNet and Private Dial X.28 are also available. The flexibility of network connections is designed around the way you do business.

## 2.1.1.3. High performance

SITATEX v7 client is a full 32-bit application. It is responsive to your operations environment.

IP connections are consolidated onto a single ServiceNet connection for IP VPN, Intranet Connect, ATeX or LAN Access.

## 2.1.1.4. Comprehensive messaging

All messages are uniquely acknowledged and traceable.  
Conversion from older version SITATEX files available at migration.  
All messages are stored to allow resending and recovery in case of unavailability of the receiver's workstation.  
Easy attachment of documents and files.  
Measurement and reporting on service availability can be published.

SITATEX Windows IP is no longer required for existing SITATEX Windows users to migrate to IP.

## 2.1.1.5. Messaging access to Type B, X.400, SMTP, AFTN, Internet, Telex and Fax users worldwide.

## 2.1.1.6. Training

Worldwide, 24x7 SITA help desk support is available to assist with any questions that come up. On-site training and implementation is optional.

## 2.1.2. Access Methods

SITATEX is available in all locations that support Internet and SITA ServiceNet which offers IP VPN, Intranet Connect, ATeX and LAN Access

SITATEX is also available where there is PPP dial access coverage.

An ISP is required for Internet access.

## 2.1.3. Access speeds

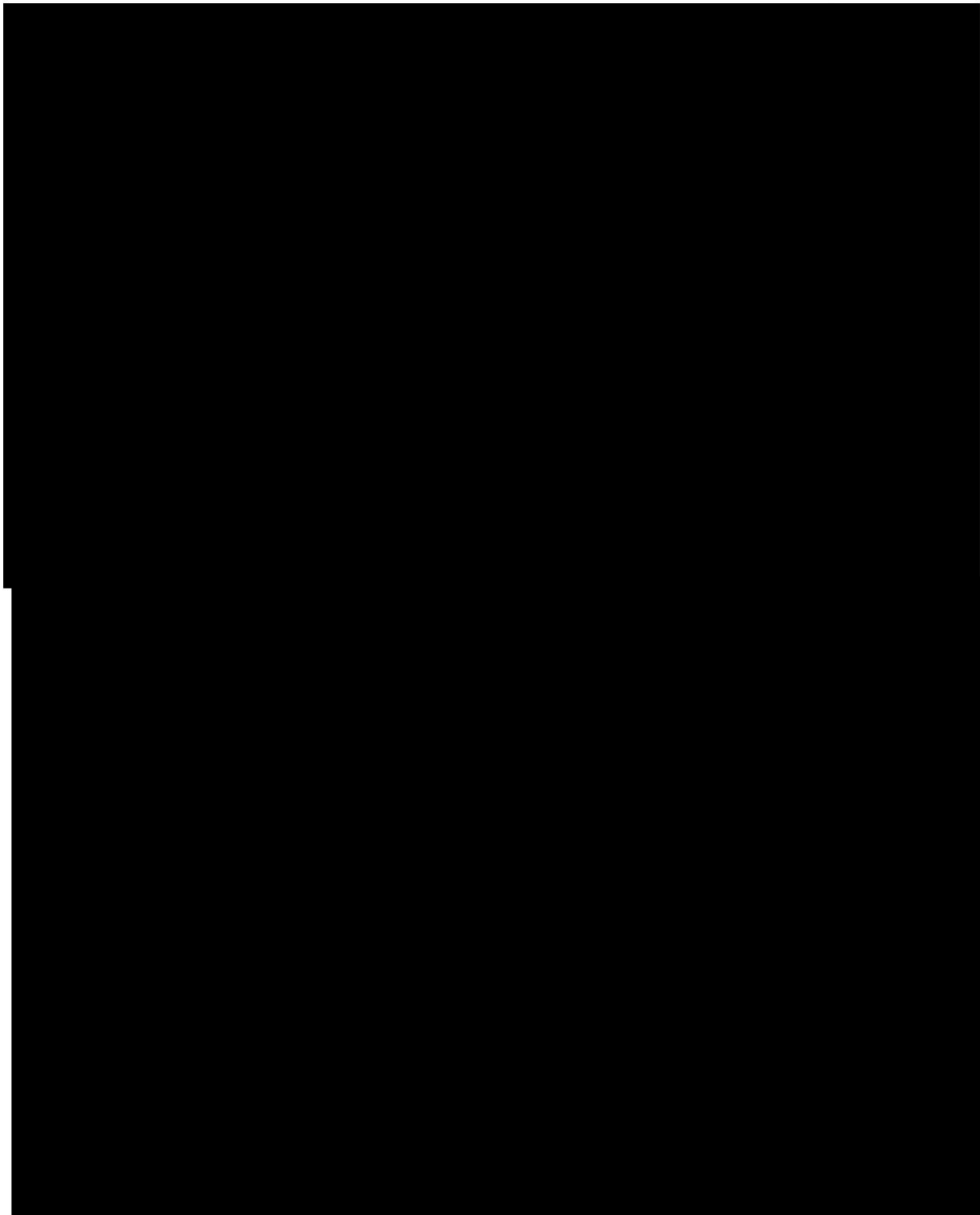
Access speeds are dependent on the underlying network connection.

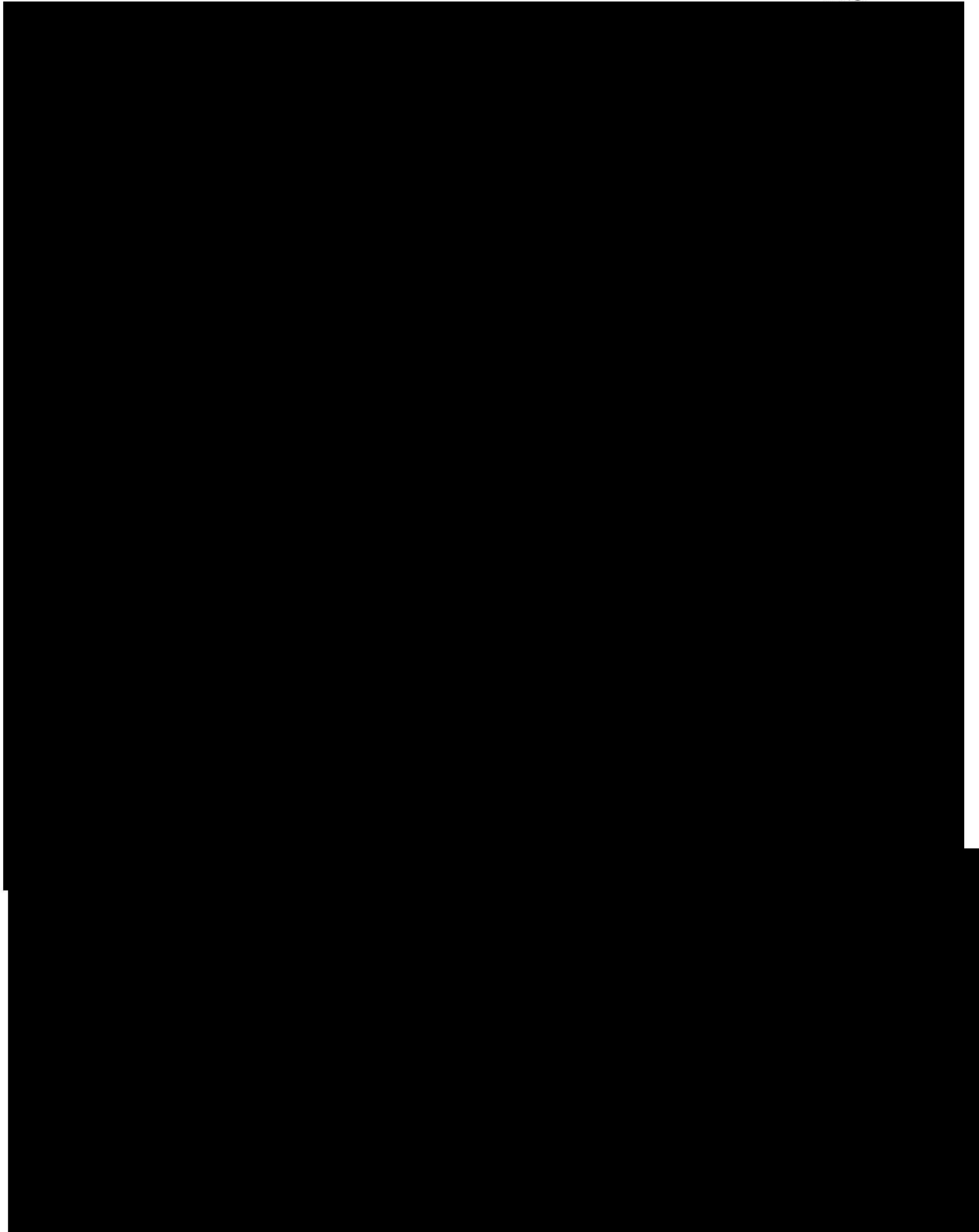
## 2.1.4. Protocols

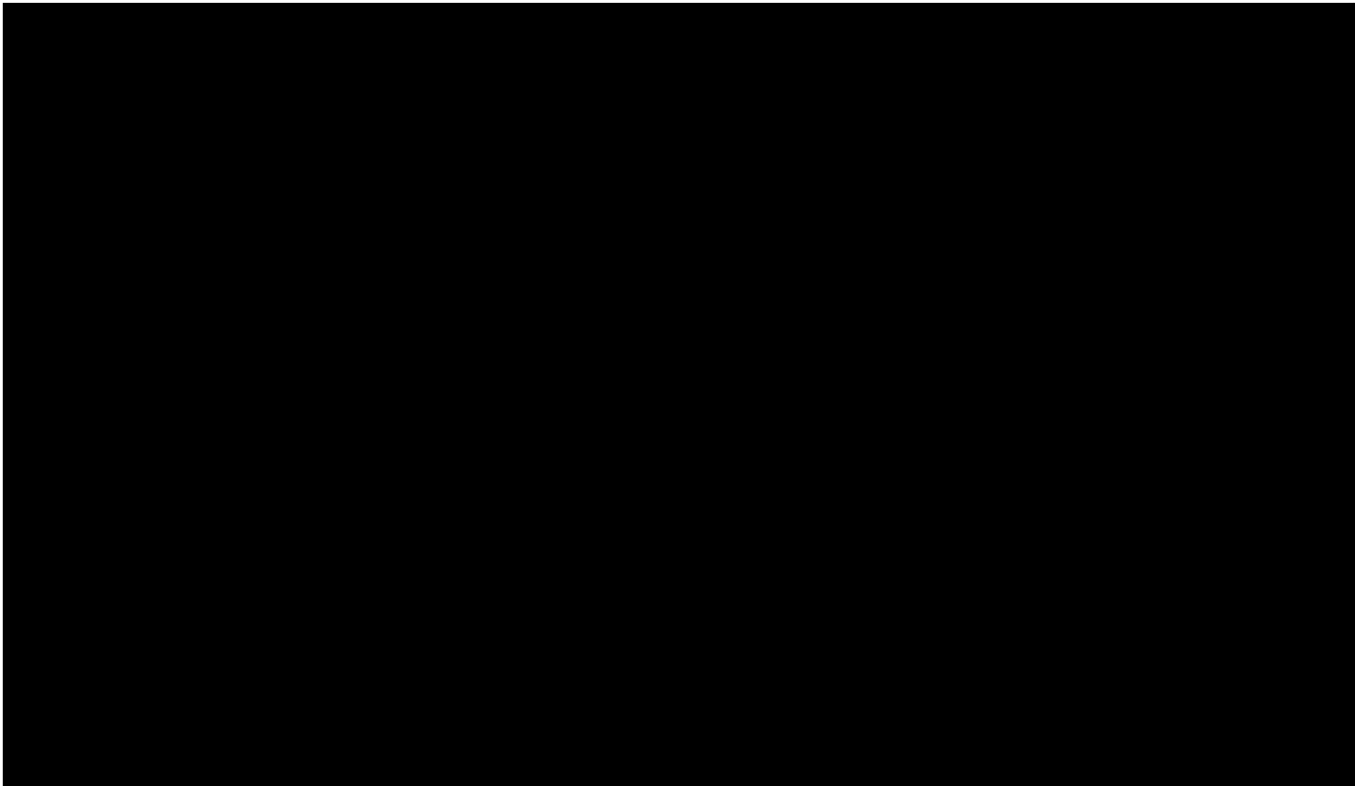
The SITATEX Service supports the IATA Type B messaging standard.

SOAP (Simple Object Access Protocol), a simple XML based protocol, is used to communicate between the SITATEX client and the Web Servers for the Internet connection. PKI certificates provide a secure environment.

TCP/IP is the same protocol for IP in previous versions of SITATEX.







## Service Schedule

### 1. Definitions

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All capitalized terms used but not defined in this Service Schedule will have the meaning given to such terms elsewhere in the Agreement. In the event of any conflict between the definitions provided in this Service Schedule and those provided elsewhere in the Agreement, the definitions in this Service Schedule will apply for the purpose of this Service Schedule:

**"AFTN" or "Aeronautical Fixed Telecommunications Network"** means an integrated worldwide system of fixed circuits provided as part of the aeronautical service for the exchange of messages between stations in the network.

**"CPE" or "Customer Premises Equipment"** means the communications equipment that resides on the Customer's premises.

**"IATA" or "International Air Transport Association"** means the trade association of the world's scheduled international airline industry.

**"IP Addresses"** means an identifier for a computer or device on a TCP/IP network.

**"LAN" or "Local Area Network"** means a computer network that spans a relatively small area.

**"Leased Line"** means a permanent telephone connection between two points set up by a telecommunications common carrier.

**"Location"** means each Customer site that is provided with the Service, as set out in the relevant Pricing Schedule.

**"MATIP" or "Mapping Airline Specific Traffic over IP"** means an open standard for tunnelling airline protocols via a router.

**"PSTN Line"** means an analogue telephone line.

**"PTT" or "Post, Telephone, and Telegraph"** means a government agency that provides telephone services. PTTs exist in most areas outside North America and provide both local and long-distance telephone services.

**"SMS" or "Short Message Service"** means the service used to send and receive text messages to and from mobile telephones.

**"SMTP" or "Simple Mail Transfer Protocol"** means a protocol for sending email messages between servers.



## 2. Service Overview

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The Type B Messaging Service ("**Service**") is a message switching service. The Service enables the Customer to exchange electronic messages with business partners worldwide, through one connection in respect of the Service. The Service provides various features designed to address the security of the messages. The Service accepts, stores, routes and performs additional value-adding functions on messages passing through the SITA Type B network. Messages must be formatted according to the IATA Type B message standards.

