# AMENDMENT No. 7 to the Contract for Provision of Telecommunication Services C2C: 1-9548085454 CAH No: 43692736/7

## **BETWEEN:**

(1) Český Aeroholding, a.s. a corporation founded and existing under the Law of Czech Republic, with its registered office at Jana Kašpara 1069/1, 160 08 Praha 6, Czech Republic, Identification number: 248 21 993, Tax Identification number: CZ699003361, Companies Register: Municipal Court in Prague, Section B, Insert No. 17005, Bank connection: UniCredit Bank Czech Republic, a.s., Account No: 801812025/2700, SWIFT: MIDLCZPP, IBAN: CZ96 8150 0000 0007 0530 0150, represented by Ing. Václav Řehoř, Ph.D., MBA, Chairman of Board of Directors and JUDr. Petr Pavelec, LL. M., Member of the Board of Directors

(hereinafter also referred to as the "CAH" or "Client")

and

(2) **SOCIETE INTERNATIONALE DE TELECOMMUNICATIONS AERONAUTIQUES** with its registered seat at 1140 Evere, Avenue des Olympiades, The Kingdom of Belgium

represented by

**SOCIETE INTERNATIONALE DE TELECOMMUNICATIONS AERONAUTIQUES** /zkráceně S.I.T.A./ - organizační složka (branch) with its registered office at Revoluční 1, Post Code: 110 00, Prague 1, Czech Republic, Identification number: 15273270, Tax Identification number: CZ15273270 Companies Register: Municipal Court in Prague, Section A, Insert No. 7522, Bank connection: HVB Bank Czech Republic, a.s., Account details.: IBAN: CZ8235000000002000522406, BANK NAME: ING BANK,

SWIFT CODE :INGBCZPPXXX, Bank address: ING Bank NV Prague Plzeňská 345/5 Praha 5 Czech republic, represented by Ing. Michal Koscelanský, the Head of the Branch

(hereinafter also referred to as the "SITA" or "Contractor")

#### **WHEREAS**

(1) SITA and Správa Letiště Praha, s.p. (formerly Česká správa letišť, s.p.), with its registered office at Praha 6, K Letišti 6/1019, 16008, Czech Republic, ID No.: 624 13 376, registered in the Commercial Register administered by the Municipal Court in Prague, Section A, Insert No. 13317 (hereinafter referred to as "Správa Letiště Praha, s.p.") entered into a Contract for Provision of Telecommunication Services dated 12 April 2007 ("the Agreement") as subsequently amended by Amendment No. 1 dated 15 September 2008.

With effect from 1<sup>st</sup> December, 2008, Správa Letiště Praha, s.p. was transformed under Act No. 92/1991 Coll., On the Conditions for Transfer of the State Assets to Other Persons, as amended, to the new subject Letiště Praha, a. s. (hereinafter referred to as "LP"), which became legal successor of Správa Letiště Praha, s.p., and all the rights and obligations of Správa Letiště Praha, s.p. arising from the Agreement were transferred to

the company LP. LP implemented pursuant to provisions of section 2 letter b), section 243 letter d) point 2 and section 290 et seq. of Act No. 125/2008 Coll., on Transformations of Commercial Companies and Cooperatives, as amended (hereinafter referred to as the "Act on Transformations") the project of spin-off by merger with CAH, and the spin-off part of the LP's business assets, which includes the Agreement (hereinafter referred to as the "Earmarked Business Assets") were with effect from 1<sup>st</sup> October, 2011 transferred, together with rights and obligations arising from the Agreement to CAH, which in compliance with the Act on Transformations became the universal legal successor of LP in relation to the Earmarked Business Assets of LP.

- (2) SITA and CAH entered into **Amendment No. 2** dated on 6<sup>th</sup> March, 2013, an **Amendment No. 3** dated on 25<sup>th</sup> September 2013, an **Amendment No. 4** dated on 1<sup>st</sup> of February 2015 and an **Amendment No. 5** dated on 25<sup>th</sup> May 2015.
- (3) On the request of Client, CAH and SITA entered into **Amendment No. 6** dated the 24<sup>th</sup> of June 2016 which was meant to commence on the 1<sup>st</sup> of August 2016 ("**Effective Date**") and in which:
  - (i) in Article 3.1 SITA undertook to provide the downgrade for the IPVPN At Airport Service, disconnect the CFMUnet and Amadeus VendorNet Services, when the downgrade and disconnection were to be completed by SITA no sooner than on 1<sup>st</sup> of August 2016.
  - in Article 4.1 SITA and CAH agreed that CAH should pay to SITA the amount of US Dollars as one-time fee for the processing of the Order of the downgraded IPVPN At Airport Interconnection, the Monthly Charge in the amounts of for downgraded 512 Kbps IPVPN At Airport interconnection including back up link, for each configured IP port for CUTE/CUPPS, all from the Effective Date, the 1<sup>st</sup> of August 2016.
- (4) CAH and SITA has agreed, pursuant to the terms and conditions of the Agreement and this Amendment No. 7 to postpone the effective date of the changes and obligations agreed in Amendment No. 6 for the 1<sup>st</sup> of October 2016.

NOW, THEREFORE, the parties agree as follows:

## **Article 1: Definitions**

Except as otherwise defined herein, the terms used herein shall have the meanings given to them in and by the Agreement (including its Amendments).

## **Article 2: Term**

This Amendment No. 7 shall commence on the 1<sup>st</sup> of August 2016.

## Article 3: Scope of Amendment No. 7

- 3.1 SITA and CAH agree that the following text of the provision of sub-article 3.1 of the Amendment No. 6:
  - "3.1 SITA will provide the downgrade for the IPVPN At Airport Service, disconnect the CFMUnet and Amadeus VendorNet Services. The downgrade and disconnection shall be completed by SITA no sooner than on 1<sup>st</sup> of August 2016."

shall be replaced as follows:

- "3.1 SITA will provide the downgrade for the IPVPN at Airport Service, disconnect the CMFUnet and Amadeus VendorNet Services. The downgrade and disconnection shall be completed by SITA no sooner than on 1<sup>st</sup> October 2016 (the "**Downgrade Date**")."
- 3.2 SITA and CAH agree that the following text of the provision of sub-article 4.1 of the Amendment No. 6:

"4.1 In consideration of the provi	rision by SITA of the services described in Ar	ticle 3 of
this Amendment No. 6, SITA s	shall invoice CAH and CAH shall pay to S	ITA, the
amount of US Doll	llars as one-time fee for the proce	essing of
the Order of the downgraded IP	PVPN At Airport Interconnection, the Monthly	Charge
in the amounts of	for downgraded 512 Kbps IPVPN At	Airport
interconnection including back	k up link, for each configured IP	port for
CUTE/CUPPS, from Effective D	Date.	

For the avoidance of doubt, as from the Effective Date of this Amendment 6, the Annex No. 2 of the Agreement shall be replaced by the table with the list of services as follows and there should be no additional charges:

	1		
Service	Installation Charge (One-time Charge)	Monthly Charge	Comment
IP VPN at Airports, 512 Kbps,	-	USD	Existing Service
including backup, gold class			
of service			
Downgrade IP VPN at	USD (Order	-	One time charge
Airports from 2.048Kbps to	processing)		
512 Kbps, including backup,			
gold class of service			
One IP port ETH with long	-	USD 1)	
reach for CUTE/CUPPS			Existing Service
One additional IP port ETH		USD	Existing Service
with long reach for			
CUTE/CUPPS			
Two existing IP ports ETH	-	USD	Existing Service
with long reach		(USD per port) 1)	
LAN Gateway multi-user	-	USD	Existing Service
IS Net Baggage Net	-	USD	Existing Service
IS Net Multi application	-	USD	Existing Service

#### AMENDMENT No. 7 to the Contract for Provision of Telecommunication Services

Messages Type B (already in use)/the charge depends on message transmission	-	USD	Existing Service Average value set on the basis of previous periods; charges will apply according to effective usage.
MQ Access (already installed)	-	USD	Existing Service
MQ Test Access		USD	New service
Type B address		USD per address)	Existing service PRGLV7X New service PRGLW7X
Total	USD	USD	

1) Revised pricing"

shall be replaced as follows:

"4.1 In consideration of the provision by SITA of the services described in Article 3 of the Amendment No. 6, SITA shall invoice CAH and CAH shall pay to SITA, the amount of US Dollars as one-time fee for the processing of the Order of the downgraded IPVPN at Airport interconnection, the Monthly Charge in the amounts of for downgraded 512 Kbps IPVPN at Airport interconnection including back up link, for each configured IP port for CUTE/CUPPS, from the Downgrade Date.

For the avoidance of doubt, as from the Downgrade Date, the Annex No. 2 of the Agreement shall be replaced by the table with the list of services as follows and there should be no additional charges:

Service	Installation Charge (One-time Charge)	Monthly Charge	Comment
IP VPN at Airports, 512 Kbps, including backup, gold class of service	-	USD	Existing Service
Downgrade IP VPN at Airports from 2.048Kbps to 512 Kbps, including backup, gold class of service	USD (Order processing)	-	One time charge
One IP port ETH with long reach for CUTE/CUPPS	-	USD 1)	Existing Service
One additional IP port ETH with long reach for CUTE/CUPPS		USD	Existing Service
Two existing IP ports ETH with long reach	-	(USD per port) 1)	Existing Service
LAN Gateway multi-user	-	USD	Existing Service
IS Net Baggage Net	-	USD	Existing Service
IS Net Multi application	-	USD	Existing Service
Messages Type B (already in	-	USD	Existing Service
use)/the charge depends on			Average value set on the
message transmission			basis of previous periods;

			charges will apply according to effective usage.
MQ Access	-	USD	Existing Service
(already installed)			
MQ Test Access		USD	New service
Type B address		USD per address)	Existing service PRGLV7X New service PRGLW7X
Total	USD	USD	

- 1) Revised pricing"
- 3.3 SITA and CAH agree that the text of the sub-article 13.1 of the Agreement shall be hereby deleted in its entirety and replaced by the following:
  - "13.1 In this Article 13, the "Confidential Information" shall mean all the information provided under this Contract (whether in writing or orally, and whether directly or indirectly) by either Party ("disclosing Party") to the other Party ("receiving Party"), whether prior to entering into this Contract of after the date of this Contract coming into effect, including the information relating to products and Services of the disclosing Party, operation and perspectives, know-how, utility designs, trade secrets, market opportunities or company matters."
- 3.4 SITA and CAH agree that the text of the Article 13 of the Agreement shall be complemented by a new sub-article No. 13.6 of the following wording:
  - "13.6 CAH points out and SITA acknowledges that CAH is a legal entity stated in the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (the Register of Contracts Act). Parties hereby agree that for the purposes of the Register of Contracts Act all information about prices mentioned in this Agreement and in its subsequent Amendments forms a trade secret. Parties hereby jointly declare their obligation to protect a trade secret specified hereinabove appropriately."
- 3.5 Parties further agree that the Annex No. 1 of the Amendment No. 1, which is a technical pattern, forms in its entirety a trade secret. Parties hereby jointly declare their obligation to protect a trade secret specified hereinabove appropriately.

## **Article 4: General**

- 4.1 Except as expressly amended and supplemented by this Amendment No. 7, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect. This Amendment No. 7 shall be deemed to constitute a part of the Agreement and the terms and conditions thereof shall apply hereto. In the event of any contradiction or express inconsistency between the terms and conditions of this Amendment No. 7 and the Agreement, the terms hereof shall prevail.
- 4.2. This Amendment No. 7 shall be governed by and construed in accordance with Article 25 of the Agreement.

## **AMENDMENT No. 7 to the Contract for Provision of Telecommunication Services**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed by their duly authorized representatives.

SOCIETE INTERNATIONALE DE TELECOMMUNICATIONS AERONAUTIQUES Represented by Český Aeroholding, a.s.

SOCIETE INTERNATIONALE DE TELECOMMUNICATIONS AERONAUTIQUES /zkráceně S.I.T.A./ - organizační složka

		_	
Signature		Signature	
Name	Ing. Michal Kocselanský	Name	Ing. Václav Řehoř, Ph.D., MB
Title	Head of the Branch	Title	Chairman of the Board of Directors
Date		Date	
		Signature	
		Name	JUDr. Petr Pavelec, LL. M.
		Title	Member of the Board of
			Directors
		Date	