#### AMENDMENT No. 6 to the Contract for Provision of Telecommunication Services C2C: 1-9475262014 CAH No:

# **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, Chairman of Board of Directors and JUDr. Petr Pavelec, 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 :CZ823500000002000522406, 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) Client has requested, and SITA has agreed, pursuant to the terms and conditions of the Agreement and this Amendment No. 6:
  - (a) to continue providing the Services specified within the Agreement and following Amendment No. 1, Amendment No. 2; and Amendment No. 3, Amendment No. 4, Amendment No.5.
  - (b) to order a downgrade of the IPVPN AT Airport Link from 2'048 Kbps to 512 Kbps and cancel CFMUnet and Amadeus Vendor Net Services,
  - (c) to adjust monthly charges in order to reflect the charges for the Services of the Agreement as per Article 4.1 conditions of this Amendment No. 6.

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. 6 shall commence on the 1<sup>st</sup> of August 2016 ("Effective Date").

# Article 3: Scope of 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.

# Article 4: Financial Terms of Amendment No. 6

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

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 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 (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 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

#### AMENDMENT No. 6 to the Contract for Provision of Telecommunication Services

MQ Test Access		USD	New service
Type B address		USD (USD address)	Existing service PRGLV7X New service PRGLW7X
Total	USD	USD	

1) Revised pricing

# Article 5: General

- 5.1 Except as expressly amended and supplemented by this Amendment No. 6, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect. This Amendment No. 6 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. 6 and the Agreement, the terms hereof shall prevail.
- 5.2. This Amendment No. 6 shall be governed by and construed in accordance with Article 25 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed by their duly authorized representatives.

			Český Aeroholding, a.s.	
TELECOMM	TERNATIONALE DE IUNICATIONS IQUES /zkráceně S.I.T.A./ - složka			
Signature		Signature		
Name	Ing. Michal Kocselanský	Name	Ing. Václav Řehoř	
Title	Head of the Branch	Title	Chairman of the Board of Directors	
Date		Date		
		Signature		
		Name	Ing. Petr Pavelec	
		Title	Member of the Board of Directors	
		Date		