

**AMENDMENT NO. 5 to the Contract for Provision of Telecommunication Services
REGARDING PERMISSION OF THE SOCIETE INTERNATIONALE DE
TELECOMMUNICATIONS AERONAUTIQUES FOR THE PROVISION OF SITATEX TO
THIRD PARTIES
(hereinafter "Amendment no. 5")
C2C ref. 1-2972676392**

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,

(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 2, 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 no.: 5314129-002/2700, represented by Ing. Michal Koscelanský, the Head of the Branch

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

CAH and SITA hereinafter collectively referred to also as the „Parties” or individually as the „Party“.

WHEREAS

- (1) SITA and Letiště Praha, s.p. (legal predecessor of CAH), with its registered office at Praha 6, K Letišti 6/1019, 160 08, 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 „Letiště Praha, s.p.“) entered into a **Contract for Provision of Telecommunication Services** (the "**Contract**") dated 12 April 2007 as subsequently amended by **Amendment No. 1** dated 30th September 2008, **Amendment No. 2** dated 6th of March 2013, **Amendment No. 3** dated 4th October 2013 and **Amendment No. 4** dated the 21st of January 2015 (hereinafter "**the Contract**") (c2c reference 1-50704251). The object of the Contract is provision of telecommunications

services including the use of the computer program Sitatex and related Type B addresses (hereinafter “**Services**”);

(2) SITA is authorized to provide the Services and provide non exclusive licenses to Client to use all intellectual property rights relating to the Services including Sitatex.

(3) CAH is acting as the main contractor towards SITA and the IT supplier for the Third Parties listed in Article I., paragraph 1. SITA is authorizing CAH to provide Sitatex and the related Sitatex Type B addresses for the Third Parties as specified in this Amendment no. 5 in Article I., paragraph 1;

(4) CAH intends to (i) provide Sitatex services to the Third Parties as specified in this Amendment no. 5 in Article I., paragraph 1, (ii) disclose to the Third Parties the SITA recommended accesses and (iii) interconnect or permit the interconnection of the SITA Network with the networks of the Third Parties as specified in this Amendment no. 5.

NOW THEREFORE, the Parties have agreed as follows:

Article I.

1. The article 4.2 of the Contract is hereby deleted in its entirety and replaced by a new article 4.2 in the following wording:

“The Client agrees to follow appropriate instructions of SITA and to observe the recommended methods for ensuring the safety at utilizing the Services and at using other operation procedures, contained in Technical Documentation. The Client particularly undertakes to observe all the recommended accesses as strictly confidential for the entire period and without time limitation and not to disclose these to any third party except of the following entities:

- a) Letiště Ostrava, a.s. (operator of the international Leoš Janáček Airport Ostrava),
- b) LETIŠTĚ BRNO a.s. (operator of the international Brno – Tuřany Airport)
- c) Letiště Karlovy Vary s.r.o. (operator of the international Karlovy Vary Airport)
- d) EAST BOHEMIAN AIRPORT a.s. (operator of the international Pardubice Airport)
- e) Letisko M. R. Štefánika – Airport Bratislava, a. s. (operator of the international M.R. Štefánik Airport Bratislava)
- f) Skyport s.r.o. – M.R. Štefánik Airport Bratislava (handling agent)

(hereinafter „**Third Parties**”)

2. The article 4.5 of the Contract is hereby deleted in its entirety and replaced by a new article 4.5 in the following wording:

“The Client shall not interconnect the SITA Network, or permit or facilitate interconnection of the SITA Network with any other network, unless SITA grants its prior and written consent to the Client. Any breach of this provision shall be

regarded as a material breach of this Contract. This provision does not apply to the existing interconnection of the Third Parties.”

3. The article 4.6 of the Contract is hereby deleted in its entirety and replaced by a new article 4.6 in the following wording:

“The Client agrees, that for the duration of this Contract validity period the Client shall not carry out any direct or indirect connecting onto the SITA Network, and shall not sell further or provide in any other way or facilitate the access to this Service or a part thereof to any third party except for Third Parties and the third parties utilizing the existing Services and connections of SITA. Any breach of this provision on the part of the Client shall be regarded as a gross breach of this Contract.”

4. According to the article 4.6 of the Contract SITA hereby grants CAH the authorization (consent) to provide the right of use and make the access to the Services available to Third Parties including the right of use and access to Sitatex i.e. based on this authorization (consent) from SITA, CAH is entitled to provide the listed Third Parties the Services including the right of use of Sitatex. CAH is entitled to make available to all listed Third Parties the use of all intellectual property rights relating to the Services including Sitatex on a none exclusive basis for the term of the Contract. CAH remains liable for all duties resulting from the Contract related to the use of the Service by the Third Parties.
5. Exceptions and consents specified in the article 4.2, 4.5 and 4.6 of the Contract and authorization specified in the article I., paragraph 4 of this Amendment no. 5 are hereinafter collectively referred to the „**Consent**”. The Consent is limited to Sitatex and related type B addresses used in conjunction with the Sitatex program and limited to the scope of the Contract. The granting of Consent by SITA according to this Amendment no. 5 is free of any additional charge and SITA will not require any additional payment from CAH for such Consent.

The Consent is limited to the scope and duration of the Contract and conditional to CAH remaining the sole IT supplier of the Third Parties for the Services under the Contract. Should the Third Parties establish their own IT support and wish to contract Services directly with SITA, CAH shall notify SITA. In such case, SITA shall be entitled to terminate this Amendment no. 5 with 3 months advance written notice to CAH and CAH shall accept the termination of this Amendment no. 5 from the date of the written notice from SITA to CAH.

6. This Amendment no. 5 shall become effective as from the date of signature of both Parties (the Effective Date).
7. This Amendment no. 5 constitutes part of the Contract, and the definitions in the Contract apply to this Amendment no. 5. In the event of inconsistency between the terms of the Contract and those of this Amendment no. 5, this Amendment no. 5 will prevail.
8. If any provisions of this Amendment 5 are to be found null and void, the remaining provisions of the Contract shall remain valid and shall continue to bind the Parties.

9. All terms and conditions of the Contract not modified by this Amendment no. 5 remain unchanged.
10. The Contract, as modified by this Amendment no. 5 constitutes the entire Contract between the Parties with respect to the matters contemplated therein and supersedes all other representations of the Parties, whether written or oral, except if fraudulently made.

This Amendment no. 5 is executed in three (3) counterparts, of which CAH shall receive two (2) and SITA one (1) counterparts.

THE PARTIES HEREBY REPRESENT THAT THEY HAVE DULY READ THIS AMENDMENT NO. 5 AND AGREE WITH ITS CONTENT, IN WITNESS WHEREOF THEY HAVE APPENDED THEIR SIGNATURES BELOW

Date:

Date:

For and on behalf of Český Aeroholding,
a.s.:

For and on behalf of SITA:

Český Aeroholding, a.s.
Ing. Zuzana Tairova, FCCA
Vice-Chairman of the Board of Directors

SOCIETE INTERNATIONALE DE
TELECOMMUNICATIONS
AERONAUTIQUES

Represented by

Český Aeroholding, a.s.
Ing. Jiří Pos
Member of the Board of Directors

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

Ing. Michal Koscelanský
Head of the Branch