

AMENDMENT No. 4 to the Contract for Provision of Telecommunication Services
C2C: 1-2019740022
CAH No: 43692736-4

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 :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 1st 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

AMENDMENT No. 4 to the Contract for Provision of Telecommunication Services

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 1st 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 6th March, 2013 and an **Amendment No. 3** dated on 25th September 2013.

(3) Client has requested, and SITA has agreed, pursuant to the terms and conditions of the Agreement and this Amendment No. 4:

- (a) to continue providing the Services specified within the Agreement and following Amendment No. 1, Amendment No. 2; and Amendment No. 3.
- (b) to order an additional MQ Access to Type B service for Back up testing purposes and an associated Type B address,
- (c) to adjust monthly charges in order to include this additional MQ Access to Type B service test/ back up connection and the associated Type B address in the Agreement as per Article 4.1 conditions of this Amendment No. 4.
- (d) to modify the Client's obligations of the Services utilization.

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. 4 shall commence by the first day of the month following the date of signature of this Amendment No.4 by the Client, provided that prior to such a day Client has returned it to SITA. If that is not the case or the Client has not dated its signature, the Effective Date will be the first day of the month following the date of countersignature of this Amendment by SITA. It will be co-terminus with the Agreement.

Article 3: Scope of Amendment No. 4

- 3.1 Based upon the previous mutual agreement of Parties Contractor has provided the Client, during a 5 months period with an additional MQ Access to Type B service for testing back up purposes and an additional Type B address (hereinafter together also as the "Additional Services").
- 3.2 Both Parties hereby agreed that SITA will continue with providing CAH with Additional Services based on the conditions agreed in this Amendment No.4.
- 3.3 SITA will not provide any service level for this connection as this is not intended to be used in production mode.

Article 4: Financial Terms of Amendment No. 4

4.1 Both Parties agreed SITA shall invoice CAH and CAH shall pay to SITA, the amount of █████ USD per month (i.e. 50% of one MQ access to Type B connection) for the MQ access to Type B testing - back up connection. SITA shall additionally invoice CAH and CAH shall pay to SITA, the amount of █████ USD per month for the additional Type B address. In case the Client requests that this connection comes in production, it will be charged at full price i.e. █████ USD per month. In case SITA realizes that the test/ back up connection is being used to deliver operational/ live traffic, SITA reserves the right to charge that connection at full price.

For the avoidance of any doubts, as of the effectivity of this Amendment No. 4 initiated in Article 2 of this Amendment No. 4 Annex No. 2 of the Agreement will be replaced as follows:

Service	Installation Charge (One-time Charge)	Monthly Charge	Comment
IP VPN at Airports, 512 Kbps, including backup, gold class of service	-	USD █████	Existing Service
Upgrade IP VPN at Airports from 512 to 2.048Kbps, including backup, gold class of service	-	USD █████	Existing Service
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

AMENDMENT No. 4 to the Contract for Provision of Telecommunication Services

Two existing IP ports ETH with long reach	-	USD [REDACTED] (USD [REDACTED] per port 1)	Existing Service
LAN Gateway multi- user	-	USD [REDACTED]	Existing Service
IS Net Baggage Net	-	USD [REDACTED]	Existing Service
CFMUNet	-	USD [REDACTED]	Existing Service
AmadeusVendorNet	-	USD [REDACTED]	Existing Service
IS Net Multi application	-	USD [REDACTED]	Existing Service
Messages Type B (already in use)/the charge depends on message transmission	-	USD [REDACTED]	Existing Service Average value set on the basis of previous periods; charges will apply according to effective usage.
MQ Access (already installed)	-	USD [REDACTED]	Existing Service
MQ Test Access		USD [REDACTED]	New service
Type B address		[REDACTED] (USD [REDACTED] per address)	Existing service PRGLV7X New service PRGLW7X
Total	-	USD [REDACTED]	

1) Revised pricing

4.2 In case that SITA:

will be declared by the relevant tax authority as „unreliable tax payer“ in accordance with the Act No. 235/2004 Coll., on Value Added Tax, as amended, or

will require that any payment under this Agreement shall be paid to a bank account, which is not published by the relevant tax authority in a way allowing remote access, or to a bank account held with a financial institution outside of the Czech Republic,

CAH is entitled to pay to SITA’s bank account only the Price without Value Added Tax (hereinafter “VAT”). CAH is entitled to pay the respective VAT, if applicable and if payable under this Agreement by CAH, on behalf of SITA directly to the bank account of the relevant tax authority. In such case the amount of VAT shall not be considered as outstanding payment of CAH to SITA hereunder and SITA shall neither be entitled to demand from CAH the payment of the respective VAT, nor demand from CAH the payment of any penalties or default interests or similar sanctions. In order to allow SITA the chance to show that there is or will be no unpaid tax, then CAH will inform SITA as soon as is reasonably possible that the above described procedure will be applied, but not later than on the date of payment of the Price.

Article 5: General

- 5.1 Except as expressly amended and supplemented by this Amendment No. 4, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect. This Amendment No. 4 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. 4 and the Agreement, the terms hereof shall prevail.
- 5.2. This Amendment No. 4 shall be governed by and construed in accordance with Article 25 of the Agreement.

AMENDMENT No. 4 to the Contract for Provision of Telecommunication Services

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 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**

<i>Signature</i>	<input type="text"/>	<i>Signature</i>	<input type="text"/>
<i>Name</i>	<input type="text" value="Ing. Michal Kocselanský"/>	<i>Name</i>	<input type="text" value="Ing. Václav Řehoř"/>
<i>Title</i>	<input type="text" value="Head of the Branch"/>	<i>Title</i>	<input type="text" value="Chairman of the Board of Directors"/>
<i>Date</i>	<input type="text"/>	<i>Date</i>	<input type="text"/>

<i>Signature</i>	<input type="text"/>
<i>Name</i>	<input type="text" value="Ing. Petr Pavelec"/>
<i>Title</i>	<input type="text" value="Member of the Board of Directors"/>
<i>Date</i>	<input type="text"/>