

**Contract for Provision of Telecommunication
Services**

between

**Société Internationale
de Télécommunications
Aéronautiques**

(“SITA”)

and

Letiště Praha, s. p.

(“Client”)

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Particulars

Date of entering into the Contract

Parties to the Contract

Client

Name

Letiště Praha, s.p.

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

Address

K letišti 6/1019, 16008 Prague 6, Czech Republic

On behalf of which acts Ing. Hana Černochová,
Directress GeneralRegistered in the Commercial Register at Municipal
Court in Prague, Section A, Entry 13317

Company Registration No. (IČ): 62413376

Tax Registration No. (DIČ): CZ62413376

Bankers:

HVB Bank Czech Republic, a.s. nám. Republiky 3a,
110 00 Prague 1

Account No.: 801812025/2700

Contractor

Name

**SOCIETE INTERNATIONALE DE
TELECOMMUNICATIONS AERONAUTIQUES**/ **S.I.T.A./ - organizační složka** (branch)(hereinafter also referred to as the "SITA" or
"Contractor")

Address

Revolucni 1, Post Code: 110 00,
Prague 1, Czech Republic

Represented by Michal Koscelanský

Registered in the Commercial Register at Municipal
Court in Prague, Section A, Entry 7522

Company Registration No. (IČ): 15273270

Tax Registration No. (DIČ): CZ15273270

Bankers:

HVB Bank Czech Republic, a.s., Nám. Republiky 3a,
110 00 Prague 1

Account No.: 5314129-002/2700

Address for
service of
written
documents:General Counsel
SITA
26 Chemin de Joinville
1216 Cointrin-Geneva
Switzerland

**Initial period of the
Contract term of validity**

The initial term of validity of this Contract shall be 36
months from the signing of the Contract by both Parties.

TERMS AND CONDITIONS

These terms and conditions shall apply to relations between the Client and SITA in connection with provision of Services.

1. Definitions

"Connection" shall mean the connection to the SITA Network through Local Access Lines to the localities in which SITA provides Service to the Client.

"Request for Connection" or **"Request Form for Provision of Services"** shall mean the form, which is described in the SITA Service Ordering Procedure, and shall form part of the addendum by which the Client shall carry out additional ordering of services within the scope of this Contract.

"Connection Date" shall mean the date on which SITA installed the connection and carried out the testing verifying that the given Service functions on such a connection.

"Equipment" shall mean any equipment, including software, which is required and necessary for connecting of a connection to the SITA Network through Local Access Lines, modems, routers or dial-in access, and which SITA shall provide to the Client in respect to the Service.

"Intervention Report" shall have the meaning set out in clause 7.6.

"Local Access Line" shall mean the dedicated telecommunication circuit or other interconnection leased from a Telecommunication Services Operator, which facilitates permanent connection of a Connection to a relevant node within SITA network, when and whereby the connecting for the purpose of providing the Service is required.

"Equipment for Local Access Line" shall mean any equipment in respect of Local Access Lines, which is not provided or owned by SITA or the Client, but which SITA orders from a Telecommunication Services Operator or from another third party with the aim to facilitate gaining access to the Services for the Client.

"Statement of Acceptance" shall mean a document that describes the project and is to be considered, after signature as a formal acceptance by the customer that the project has been completed and meets the customer requirements as agreed with SITA.

"PSTN (Public Switched Telephone Network)" shall mean the switched public telecommunication network, voice services network operated by a Telecommunication Services Operator.

"Service" is the designation for services described in this Contract and specified in Annex No. 1 Portfolio of Possible Services, which SITA provides or offers to provide to the Client in accordance with this Contract and as specified in Annex No. 2 Selected Services Orders. In case of an additional order, detailed specification shall be in form of an addendum to this Contract.

"SITA Network" shall mean the telecommunication network, which SITA owns, leases or which it shares and uses for itself or on behalf of its users, whether currently or in future, except Local Access Lines and Equipment for Local Access Lines.

"SITA Services Ordering Procedures" shall be understood as the procedures for submitting of orders for connecting or disconnecting, as described in Article 6 of this Contract.

"Technical Documentation" shall mean a document, which shall include, where necessary, technical description of each device and configuration, connection diagram and service description relating to instructions for operation, care, usage, and working conditions for the Equipment.

"Telecommunication Services Operator" shall mean the entity owned or not owned by the state, an authority or enterprise, which is (i) authorized to own or lease and operate telecommunication circuits or other capacities and to lease out these circuits or capacities to entities, such as SITA and the Client, and/or (ii) holds administrative and legal power essential for the regulation of the relevant telecommunications

market. "Telecommunication Services Operator" may refer to a regulatory body functioning within the territory of the given state or another operator of telecommunication services.

2. Provision of Services

- 2.1 The Client requires and SITA shall realise and provide telecommunication services in accordance with this Contract.
- 2.2 SITA undertakes to commence the delivery of the ordered services under this Contract, at the latest, within the period of 10 weeks from the date of signing of this Contract by both Parties.
- 2.3 SITA may interrupt the provision of Service or reduce the volume of provided services at certain places on several occasions in the course of each year for the purpose of carrying out maintenance or upgrade of network equipment or for other essential reasons. These interruptions shall, where possible, last for a very short time and shall take place at night between the hours of 11 pm and 5 am CET. In these cases, SITA shall, if possible, notify the Client in advance of the period, for which the services are to be interrupted and shall make every reasonable effort to restore these services as soon as possible.
- 2.4 The Client shall use reasonable efforts to cooperate fully with SITA and shall provide all due assistance in performance of this Contract, including the timely provision of all information required for installation of the Service.
- 2.5 During the process of installation, SITA undertakes to inform in writing the Client of the course of this installation, and to do so in regular, weekly intervals. At the end of installation, SITA will provide the Client with Customer Operational Guidelines (COG) about the services ordered. The COG is subject to change according to technical evolution of the services ordered and changing requirements by the Client. The COG shall afterwards become a part of this Contract.

3. Contract Validity

- 3.1 The Contract becomes valid on the day of signing by both Parties and shall continue to be valid for the entire initial period of validity of 3 years or until its termination in accordance with terms and conditions stipulated in this Contract.
- 3.2 Upon expiry of the initial period of validity, this Contract shall be extended automatically for successive further periods of one (1) year, until either of the Parties gives the other Party a written notice of termination of this Contract at least six (6) months prior to expiry of the initial period of validity or any extension of this Contract.

4. Services Utilization – Client's Obligations

- 4.1. The Client acknowledges, that SITA has no control over and no liability for the content of messages and information that the Client exchanges through the services and by utilizing the services.
- 4.2. The Client agrees to follow appropriate instructions of SITA and to observe the recommended methods for ensuring the safety at utilising 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. The Client shall adopt appropriate measures in order to ensure inaccessibility for third parties except for those, which are currently utilising the Client systems (KLV, OSR, and BRQ regional airports).

- 4.3 The Client shall not utilise these services for transmission, distribution, dissemination, publishing or storing of any material, which:
- (a) violates any local, national or international law or regulation in force;
 - (b) is slanderous, pejorative, obscene, indecent, or offensive, or which presents threat or promotes physical damage, destruction of property or which is in contradiction to valid rights of any party;
 - (c) invades privacy of any party, which is protected by local, national or international law or regulation in force, or
 - (d) contains software viruses, Trojan horse, or other computer code, files or programs meant to interrupt, destroy or attack or acquire unauthorised access, to violate, monitor, or change authorization, data, software, computer or network equipment or telecommunication equipment.
- 4.4 The Client shall not use the Services to access any computer, network, or data without authorization, or in a way that would go over the bounds of authorization, including the efforts to:
- (a) retrieve, change, or destroy data;
 - (b) test, examine or try the resilience of system or network, or
 - (c) violate or damage the network security system, authenticity, authorization, confidential character, violation control, monitoring, or other security means.
- 4.5 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 KLV, OSR, and BRQ regional airports.
- 4.6 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 the third parties utilising 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.

5. Other Support

- 5.1 In addition to the ordered Services in accordance with Annex No. 2 (Service Schedules), SITA shall:
- (a) Order from the relevant Telecommunication Services Operator, Local Access Lines required for securing of Service for the Client;
 - (b) Carry out testing of Local Access Lines before or upon installation of Connection;
 - (c) Pay the Telecommunication Services Operator all the charges and payments related to leasing of Local Access Lines, and re-invoice the Client for these amounts under provisions of Article 8;
 - (d) Oversee the Local Access Lines, report to Telecommunication Services Operator defects and faults related to services provided by this Telecommunication Services Operator, and shall monitor servicing and repairs by the Telecommunication Services Operator and shall inform the Client regularly about these actions. For the scope of these activities the Client expressly empowers SITA to act on behalf of the Client.

- 5.2 If local regulations do not authorize or allow SITA to order and lease Local Access Lines, SITA shall forthwith inform the Client of this to enable the Client to order and to pay for these Local Access Lines. In such a case, the Client shall hand over to SITA a copy of the order of telecommunication services, as well as all the related documentation. The Client agrees to inform SITA, upon substantiated request from SITA, about the state of this order and about the date of availability in respect to the Local Access Lines.
- 5.3 In the case of SITA's ordering the Equipment for Local Access Lines, essential for the realisation of Services from a Telecommunication Services Operator, the provisions of Articles 7.2, 7.3, 7.4, 7.5 and 7.6 shall apply in the same way as if the references contained therein are to the Equipment for Local Access Lines, and as if all the references to SITA are references to the Telecommunication Services Operator. In the case of SITA's inability to order the Equipment for Local Access Lines, the Client shall be responsible for this under the terms and conditions of Article 5.2
- 5.4 The Client agrees to re-pay SITA the rental associated with the Equipment for Local Access Lines as specified in Article 8.2. In relation to the provision of Local Access Lines and Equipment for Local Access Lines, the Telecommunication Services Operator shall not be regarded as a subcontractor of SITA.
- 5.5 The Client may use customer support of SITA and procedures for escalations in order to receive technical support and assistance in operating and using the Services, and for reporting of faults during provision of Services by SITA.

6. Procedure for Ordering

- 6.1 If the Client wishes to obtain Services at a new location, or wishes to cancel a Connection, such a request shall be dealt with, in form of an addendum to this Contract, to which the relevant order form of the Contractor shall be appended.
- 6.2 The initial order for this service is contained in Annex No. 1 - "Portfolio of Possible Services," on basis of which the services stated in Annex No. 2 "Selected Services Orders" shall be ordered on the day of signing of this Contract.

7. Equipment

- 7.1 If, within the scope of the Services, the Parties have agreed on the provision of certain Equipment, SITA shall procure and install the Equipment essential for provision of the given Service, provided that the local regulations permit this. If local regulations do not permit SITA to procure and install the Equipment, the Parties shall come to an agreement as to whether SITA should order this Equipment from the Telecommunication Services Operator, or whether it should be secured by the Client. In the case that the Equipment is provided by the Telecommunication Services Operator based on an order from SITA, SITA shall pay all the due charges associated with the Equipment, and shall re-invoice the Client for these charges in accordance with the provisions of Article 8. In the event that the terms of the provision of the Equipment by the Telecommunication Services Operator require SITA to purchase the Equipment, then upon Client satisfying all charges re-invoiced to Client by SITA relating to such acquisition (including terms as to final purchase prior to the passing of title) SITA shall transfer title to such Equipment to Client.
- 7.2 The Client shall provide SITA or its subcontractors with premises for installation of the Equipment and provision of services in form of leasing of these premises, including the cabling, connection onto local network and power supply in return for normal list prices. Publicly accessible price list is available at:
http://www.prg.aero/cs/site/business/cenik_sluzeb_na_letisti/cenik_sluzeb_letiste_praha/cenik_sluzeb_2006_n.xls
In addition to that, the Client shall allow SITA or its subcontractors access to the premises at which the Equipment is to be installed, or at which maintenance is to be carried out, and if necessary, shall

authorize SITA or its subcontractors to disconnect and remove the other Equipment and/or to obtain the consent or authorization necessary for performance of this Contract.

- 7.3 The Client agrees that all the Equipment supplied by SITA shall remain the property of SITA.
- 7.4 The Client undertakes to follow the instructions of SITA or the manufacturer as far as the operation, care, usage, and working conditions for the Equipment are concerned. Said instructions will be described in the Technical Documentation. The Client agrees not to disconnect, remove, or alter the Equipment, not to interfere with it or carry out any modifications of the Equipment, and not to use it in association with other equipment that is not compatible with this Equipment or services provided by SITA. With the exception of ordinary wear and tear, the Client shall ensure that the Equipment is maintained and returned to SITA in good operating state and in working order.
- 7.5 The Client shall ensure that all the equipment, which is not provided by SITA and which is fully within the competency of the Client, is in accordance and compliance with the requirements of technical standards and communication protocols compatible with operation of the SITA Network. If necessary, SITA shall give answers to the Client's possible queries and shall provide necessary documentation and cooperation. Unless otherwise agreed in writing between the Parties, the Client shall remain responsible for the operation, maintenance, and management of the equipment not supplied by SITA.
- 7.6 Each site visit or action regarding the Equipment or other equipment, which will become necessary due to actions by Client including: (a) incorrect handling or using of the Equipment by the Client, (b) servicing and maintenance other than the usual servicing carried out by SITA or its subcontractors, (c) modifications not carried out by SITA or its subcontractors, (d) non-adherence on the part of the Client of instructions by SITA, (e) negligence on the part of the Client, shall be charged to the Client separately and shall be documented on an Intervention Report compiled and signed by the visiting SITA technicians and signed by Client personnel. The Client shall not unreasonably withhold such a signature. Appropriate rules set out in Article 8 shall be applied to the payment of these charges.

8. Charges Due to SITA

- 8.1 All the charges payable by the Client as payment for Services are specified in Annex No. 2 Selected Services Orders or in an order in form of an addendum to this Contract for each additional ordered service. All the charges shall be payable to SITA from the Connection Date.
- 8.2 The Client agrees to pay to SITA all the costs corresponding to setting-up and operation of Local Access Lines and Equipment of Local Access Lines, including all the charges for installing and disconnecting of Local Access Lines, lease and charges for using of the PSTN, which shall be invoiced to SITA by the Telecommunication Services Operator in connection with the Services. SITA shall not be responsible for any adjustment or increase of the prices imposed by the Telecommunication Services Operator and shall inform the Client forthwith of such changes together with the proposal for adjustment (which shall be borne by Client) of the monthly or other payments for Services. For the avoidance of doubt, SITA acknowledges that it shall not be entitled to charge the Client any mark-up or margin on the amounts invoiced to SITA by Telecommunication Services Operators.
- 8.3 The Services in question shall be invoiced on a monthly basis at the rate mentioned in Annex No. 2 to this Contract as "Monthly Charge" (this rate may differ from the one mentioned herein as it depends on the volume of transmitted messages of "Type B" in the month in question). Each invoice shall contain a specification of the services in question. The invoices shall also include "Installation Charges" ordered by Client in respect of the Equipment at the rate mentioned in Annex No. 1.
- 8.4 An undisputed part of each invoice shall be paid into the bank account of SITA within 35 days from the date of the invoice issued by SITA. In the case of the due date being a Saturday, Sunday, public holiday or another day on which banks are closed in Czech Republic, the date shall shift to the nearest working day thereafter. Unless stipulated otherwise, all pecuniary performance provided

upon this Contract shall be payable in U.S. Dollars (USD). If the Client does not pay any invoice in full within (35) days, interest on any unpaid amount will automatically and without further notice accrue, on a daily basis, as from the end of the thirty five (35) day period up until the date on which payment is received by SITA. The rate of such late payment interest will be equal to the LIBOR 12 months rate (as quoted by Barclays Bank PLC from time to time and published by Reuters Services), multiplied by:

- 125% for amounts due for over 30 days and up to 59 days,
- 150% for amounts due for over 60 days and up to 89 days,
- 175% for amounts due for over 90 days.

- 8.5 Upon receiving an invoice, the Client shall have 10 working days to check the correctness of the invoice, and if any reasonable error is found, the Client shall forthwith inform SITA with the identification of the prerequisites missing or incorrect data and shall have the right to withhold the payment of that element of the invoice, which is in dispute until resolution of the dispute. For the avoidance of doubt, formal or typing mistakes in an invoice do not constitute the right to withhold any payment. In case of any disputable part of invoice, the Client will inform SITA about this disputable part and reasons for dispute via e-mail or fax to SITA's billing support. The contact address for SITA's billing support will be provided as part of the Statement of Acceptance and changes to this address will be reported by billing support consequently. Hereby mentioned disputed parts of invoice (if any) shall be free of extra charges described in article 8.4 until resolution of the dispute.
- 8.6 SITA shall use all reasonable endeavours to issue invoices at the latest on such a date as to ensure its service at the registered office of the Client at the latest on the 24th day of the month following the month in which the Service is performed.

9. Warranties and Liabilities

- 9.1 SITA hereby undertakes to provide reasonable care and support as may be expected from a competent provider of telecommunication services.
- 9.2 To the extent permitted by law, the above-stated warranty shall apply instead of any other warranty, whether expressed or implied, statutory or otherwise, including, but not limited to, warranties for latent defects or warranties for suitability for a specific purpose. The performance levels described in the Performance Level Schedule shall not constitute or be interpreted as explicit or implicit warranties or obligations of result. The only remedy available to Client under this Contract in case of a failure to meet the performance levels set forth in the Service Level Schedule, are the credits provided in that Schedule.
- 9.4 Within the scope of valid legal regulations and this Contract, the Parties shall be liable for damage caused. The Parties undertake to use their maximum effort to prevent damage and minimize damage occurred.
- 9.5 Neither Party shall be liable for damage resulting from a factually incorrect or otherwise erroneous order received from the other Party. Neither Party shall be liable for non-performance of its obligations as a consequence of delay with the performance by the other Party of its obligations or as a consequence of arisen circumstances excluding liability (§374 of the Commercial Code).
- 9.6 Referring to the stipulation of the of Section 379 of the Commercial Code and concerning all conditions related to the conclusion of this Agreement both Parties state that a total foreseeable damage, which may accrue, shall amount maximally to the sum equal to 100% of the value of the Contract in the 12 months preceding the month in which the liability arose.
- 9.7 Nothing contained in this Contract shall be interpreted as an exemption from or limitation of liability of either of the Parties in respect of death or injury.

10. Force Majeure

- 10.1 Unless otherwise stipulated in this Contract, the *force majeure* events and other unforeseeable events or situations beyond control of the Parties to this Contract shall lead to releasing of thus affected Party from obligations imposed by this Contract, which it is impossible to fulfil due to the above-stated reasons, for the period for which such an event or consequences thereof persist. The other Party shall not be entitled to claim any compensation for such non-fulfilment of contractual obligations of the given Party due to occurrence of a *force majeure* event.

11. Termination

- 11.1 If the Client is a member of SITA, SITA may terminate this Contract by giving notice to the Client, if the Client ceases to be a member of SITA.
- 11.2 Either of the Parties may terminate this Contract with immediate effect by a written notice to the other Party, in these cases:
- (a) If any of the Parties commits a gross or material breach of this Contract, fails to perform its obligations under this Contract, and fails to execute remedy within ninety (90) days upon receiving a written notice pertaining to this non-performance or a breach.
 - (b) If Client has not paid an invoice or its undisputed part within 90 days after issue.
 - (c) In the case of an enforceable order or valid decision on liquidation of the other Party, except for the purpose of a merger, reorganization, transfer of assets, fusion or, in the case of Client, a privatisation of its undertaking.
 - (d) If the entire or a substantial part of the business or the assets of the other Party has been taken over by a creditor, or a liquidator has been appointed.
 - (e) If either of the Parties becomes insolvent, or special or general assignment for the benefit of creditors occurs, or if voluntary or involuntary bankruptcy is declared pursuant to bankruptcy laws.
- 11.3 This Contract may be terminated in accordance with Article 3.2.
- 11.4 Upon termination of this Contract for whatever reason, the Client shall immediately return to SITA all the Equipment which SITA has title to and Equipment for Local Access Lines or other assets of any type and character, which have been provided for the purpose of providing the Services under this Contract in which Client does not have title.

12. Patents, Copyrights, and Other Intellectual Property Rights

- 12.1 The Client acknowledges that all the rights to intellectual property relating to software programs or other materials, which SITA has provided to the Client under this Contract, have been provided either on basis of the SITA license, or are property of SITA, and nothing contained herein shall be regarded as a transfer of any proprietary right or of proportionate ownership onto the Client. The only right of the Client in respect of the intellectual property rights shall be the right to use these intellectual property rights in connection with Services provided by SITA, in accordance with the provisions of this Contract.
- 12.2 In the case of any third party claiming the occurrence of an infringement of copyright or other intellectual property right, committed on the part of the Client in respect of the Services or Equipment, the Client undertakes to inform SITA forthwith of such alleged infringement or action. In this case, SITA shall have the right to replace or modify the Equipment or the infringing part of

the Services in order to prevent such an infringement, providing that this modification shall not lead to a significant change in the services previously provided to the Client. If such a measure should prove as being insufficient to prevent damages due to occurrence of copyright infringement, SITA undertakes to indemnify the Client against all claims, costs and expenses imposed on the Client by a court of justice or by arbitration tribunal on basis of a final award against the Client as a result of action filed by a third party concerning alleged infringement of its intellectual property rights, providing the Client has not pleaded in this action, nor made any other declaration injurious to SITA, and shall properly authorize SITA to commence negotiations or proceedings on behalf of the Client. The Client agrees to render to SITA Company all reasonable assistance during these negotiations or proceedings.

13. Confidentiality

- 13.1 In this Article 13, the "Confidential Information" shall mean the content of this Contract and 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 or 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.
- 13.2 For the term of the Contract validity and, furthermore, for the period of the next 2 years following termination or expiry of this Contract for any reason, the receiving Party:
- (a) may not use Confidential Information for any purpose other than performance of its obligations or exercising of its right under this Contract;
 - (b) may not disclose Confidential Information to any third party; and
 - (c) shall exert every effort to prevent unauthorized usage or disclosure of Confidential Information.
- 13.3 Limitations imposed by Article 13.2 shall not apply to disclosure of the Confidential Information:
- (a) which is or will become a public domain otherwise than by a breach of this Contract by the receiving Party;
 - (b) to another person who is authorized to obtain these by operation of law, or when the disclosure is required under relevant laws;
 - (c) to courts of justice, arbitrators, or to administrative tribunal in the course of hearing, in which the party of the recipient of this information is called upon to provide the information within the scope of the given proceedings (hearings).
- 13.4 If the receiving Party is requested to disclose any Confidential Information under Articles 13.3(b) and 13.3(c), it shall advise of this to the disclosing Party reasonably in advance, if it is possible and permissible. The receiving Party shall exert every reasonable effort to limit the extent of such disclosure.
- 13.5 If the information provided by the Client that is necessary for the performance under this Contract contains data that are subject to special protection pursuant to Act No. 101/2000 Coll. on Protection of Personal Data, as amended, the Client shall ensure the compliance with all reporting duties required under the above-mentioned.

14. Amendment of the Contract

No waiver or amendment of this Contract, or of its provisions, shall become valid unless executed in writing and signed by duly authorized representatives of both Parties.

15. Subcontracting

- 15.1 The Client agrees that SITA shall have the right to conclude a contract for performance by a subcontractor of all or some of its obligations under this Contract. Utilisation of subcontracting shall not lead to any change in obligations of SITA towards the Client.
- 15.2 SITA agrees, that upon a request of the Client, it shall inform the Client of each utilised subcontractor.

16. Binding Effect, Successors, and Assignees

- 16.1 This Contract may not be assigned by any of the Parties without a prior consent of the other Party, which shall not be denied unreasonably.
- 16.2 Under Article 16.1, all terms and conditions of this Contract shall be binding, and come into effect for the benefit of the Parties and their potential successors and assignees.

17. Waiver

In the case that any of the Parties does not enforce any of the provisions under this Contract, or does not exercise the power bestowed upon it under this Contract, it shall not mean that this Party waives these provisions or exercising of the rights for future.

18. Exercising of Rights

Either of the Parties may exercise its rights or remedies, or may grant or refuse to grant its consent, as it deems appropriate (including imposition of conditions), unless expressly stated otherwise in this Contract.

19. Partial Exercising of Rights

If either of the Parties fails to exercise its rights or remedies in full within the relevant period of time, it may do so thereafter.

20. Entire Contract

SITA and the Client hereby affirm that this Contract, including its annexes and addenda and documents to which it refers, is the entire agreement between SITA and the Client relating to the subject-matter of this Contract and, furthermore, SITA and the Client hereby agree that any other previous contracts, drafts, declarations and other agreements, whether oral or written in relation to the subject matter of this Contract, are in their full extent superseded by this Contract.

21. Severability

If a court of justice, an arbitration tribunal or another forum of a competent jurisdiction establishes at any time that any one or more than one provisions of this Contract is or are invalid, or become/s otherwise unenforceable, this provision or these provisions of this Contract shall be severed from this Contract so that the validity and enforceability of the remaining provisions of this Contract remain unaffected.

22. Contractual Relations

The relationship established by this Contract is solely a relationship of independent contractual parties, and nothing contained in this Contract shall be interpreted (a) in a way indicating, that it gives to any of the Parties the right to manage and control everyday activities of the other Party, (b) that the Parties form a partnership, joint venture, co-ownership, or otherwise become partners in a joint venture, nor (c) does any of the Parties become a representative of the other Party for any purpose whatsoever. None of the Parties nor their representatives or employees are representatives of the other Party for any purpose whatsoever, and they have no authority to act as representatives, to represent, to act on behalf or otherwise obligate or create or accept any obligations whatsoever on behalf of the other Party.

23. Contentious Terms and Conditions

Different terms and conditions according to this Contract shall be solved in a way preventing disputes. In the case of a conflict between these terms and conditions and the conditions of an annex that forms part of this Contract, the conditions of the annex shall prevail.

24. Duration of Validity

The following clauses shall remain fully in force even after the expiry of this Contract: Articles 1, 10, 12, 24, and 25.

25. Governing Law and Arbitration

- 25.1 This Contract, as well as the rights and obligations arising from or in relation with this Contract, shall be governed by the laws of the Czech Republic, mainly Act No. 513/1991 Coll., the Commercial Code, as amended, in accordance with the provisions of Section 269(2).
- 25.2 All disputes arising from the present contract and in connection with it shall be finally decided with the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court.

26. List of Annexes

- Annex No.1 – Portfolio of Possible Services
- Annex No.2 – Selected Services Orders
- Annex No.3 – Service Level Schedule
- Annex No.4 – Service Schedule IPVPN at Airports

EXECUTED as a contract

SIGNED on behalf of the
CLIENT by a duly authorized
representative:

(Signature)

Name in block letters:

Title:

Date:

SIGNED on behalf of
SITA by a duly authorized
representative:

(Signature)

Name in block letters:

Title:

Date: