

**AGREEMENT FOR THE PROVISION OF
AIRPORT INTELLIGENCE SERVICES
(AirportIS)**

BETWEEN

THE INTERNATIONAL AIR TRANSPORT ASSOCIATION an association incorporated by a Special Act of the Parliament of Canada, with its head office at 800 Place Victoria, Montreal, Quebec, Canada H4Z 1M1

(hereinafter referred to as "IATA");

AND

Letisko M.R. Štefánika – Airport Bratislava, a.s. (BTS), a corporation existing under the laws of Slovak Republic and having its head office at Letisko M.R. Štefánika, 823 11 Bratislava 21, Company registration number: 35 884 916 (hereinafter referred to as the "Company" or "BTS")

The Company and IATA individually or jointly also referred to hereinafter as the "Party" or "Parties".

WHEREAS IATA assembles and provides to entities involved in the air transport industry, data and statistics derived from the IATA Billing and Settlement Plan ("BSP") together with an access to aviation schedule query tool and data for the benefit of the industry, through the IATA Airport Intelligence Services package accessible via the web ("AirportIS");

WHEREAS the Company wishes to subscribe to the AirportIS package as further described below; and

WHEREAS IATA is prepared to provide access to such AirportIS package to the Company in accordance with the terms and conditions set forth below.

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - SCOPE OF THE AGREEMENT

- 1.1 This Agreement covers the delivery of data and web access services forming part of the following AirportIS package, including the data coverage and periods as further described in **Error! Reference source not found.** hereto (the "AirportIS Package");
- 1.2 The AirportIS Origin and Destinations (O&D) Package provided by IATA that consists of monthly passenger flow data and statistics derived from IATA's BSP operations, with any associated media, materials and specifications related thereto (the "O&D Data" is hereinafter referred to as the "AirportIS Data". The AirportIS Data shall not include data or info that derives, directly or indirectly from global distribution system "Amadeus").

ARTICLE 2 - TERM OF THE AGREEMENT

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This Agreement will become effective on the last date of signature of the Parties and will remain in effect for the Data period covered in **Error! Reference source not found.** and **Error! Reference source not found.**, unless terminated pursuant to Article 13 below (the "Term").

ARTICLE 3 - ACCESS TO DATA

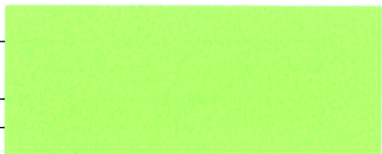
- 3.1 IATA shall ensure the regular, reliable and efficient production and delivery of the AirportIS Package as set forth in Article 5, including Data from reporting countries listed in **Error! Reference source not found.** The AirportIS Package shall be delivered for the period and according to the specifications set forth in **Error! Reference source not found.**
- 3.2 The AirportIS Package shall be accessible via the web tool described in **Error! Reference source not found.** (the "Web Tool") for the periods and according to the specifications set forth in **Error! Reference source not found.** and **Error! Reference source not found.**

ARTICLE 4 - INTELLECTUAL PROPERTY AND LICENSE

- 4.1 The Data, the Web Tool and all other data, material, software and technology contained therein or accessed through AirportIS Package, or any part or derivative product thereof, and any IATA proprietary information, sites, databases, reports, maps, charts, graphs, tools, and other content which are made available to the Company and each authorized user hereunder (the "**Material**") is licensed and not sold.
- 4.2 All intellectual property rights, title, and interest in the Data and the related Material accessible through the AirportIS Package are owned by, and shall remain exclusively with IATA or its licensors or contractors, as applicable. Nothing contained in this Agreement shall prevent IATA and its licensors or contractors, as applicable, from using their respective Data and Material, or any portion thereof, in any form or manner, or from making such Data and Material, or any portion thereof, available to any other person or entity at any time for any purpose. The Data and Material are protected by copyright laws, international treaty provisions, and other intellectual property laws. Therefore, the Company agrees to treat the Data and Material in the same manner as any other copyrighted material
- 4.3 As part of the AirportIS Package hereunder, IATA hereby grants to the Company a non-exclusive and non-transferable license to use the Data and the related Material for its operational internal business purposes only and for no other purposes whatsoever. The Company shall not have access to or the right to use the raw Data.
- 4.4 The Company shall not:
 - i. sublicense, publish, sell, transfer, redistribute, let or hire or otherwise provide or disclose any Data or Material (or any part or derivative product thereof) to any third party except as provided in and in accordance with Section 10.3;
 - ii. directly or indirectly export or transmit the Data or Material (or any part or derivative product thereof) to any country to which such export or transmission is restricted by any applicable regulation or statute, without the prior written consent of the competent governmental authority and IATA; and

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- iii. decompile, disassemble or otherwise reverse engineer the Data, Material or Webtool (or any part or derivative product thereof).

ARTICLE 5 - IATA'S OBLIGATIONS

- 5.1 IATA undertakes to provide the Data as outlined in **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** and in accordance with accepted commercial standards, and to execute its obligations hereunder with care, skill and diligence.

ARTICLE 6 – PRICE AND PAYMENTS

- 6.1 As remuneration for the access to the AirportIS Package, the Company shall pay to IATA the amounts specified in **Error! Reference source not found.**, at the times set out in that Appendix.
- 6.2 Invoicing and payments shall be made in accordance with the terms of **Error! Reference source not found.**.
- 6.3 The pricing structure is fixed for the Data period set out in **Error! Reference source not found.** and **Error! Reference source not found.**. Price may vary for access to any additional data or users, which access may only provided with the written agreement of the Parties.

ARTICLE 7 – TAXES

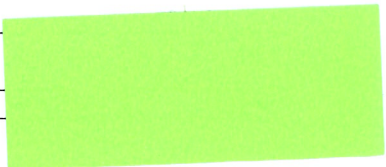
- 7.1 IATA shall pay any and all applicable taxes (if any) attributable to its net or gross income or capital, or any other similar taxes. The Company shall pay, if and when due, any state, federal goods and services tax, provincial sales tax and any other applicable value added taxes, sales taxes, levies and duties assessed by any authorized taxing authority on the supply of the AirportIS Package and right to use the Data provided pursuant to this Agreement.
- 7.2 All payments by the Company pursuant to this Agreement shall be free and clear of all withholdings or deductions of any nature whatsoever except to the extent otherwise required by law, and if any such withholding or deduction is so required, the Company shall pay by way of supplemental payment an additional amount such that after the deduction of all amounts required to be withheld or deducted from the payment and the supplemental payment, the net amount actually received by IATA will equal the amount that IATA would have received if such withholding or deduction had not been required.

ARTICLE 8 – LIMITED WARRANTY AND LIABILITY

- 8.1 The Company acknowledges and agrees that any collection and compilation of any information or data, including the Data and Material, may result in the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, the Company agrees that IATA PROVIDES THE AIRPORTIS PACKAGE AND THE RELATED DATA, MATERIAL AND SERVICES ON AN "AS-IS" AND "WHERE-IS" BASIS. IATA DOES NOT WARRANT THAT THE AIRPORTIS PACKAGE, AND THE

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RELATED DATA, MATERIAL AND SERVICES (OR ACCESS THERETO) WILL BE ERROR FREE, CURRENT, OR UNINTERRUPTED OR THAT ALL ERRORS CAN OR WILL BE CORRECTED AND EXPRESSLY DISCLAIMS ANY LIABILITY TO ANY PERSONS OR ENTITIES INCLUDING WITHOUT LIMITATION, THE COMPANY FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE AIRPORTIS PACKAGE AND THE RELATED DATA, MATERIAL AND SERVICES, OR DELAY OR INTERRUPTION IN THE PROVISION OF OR ACCESS THEREOF, WHETHER SUCH ERRORS, OMISSIONS, DELAYS OR INTERRUPTIONS RESULT FROM NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE.

8.2 IATA MAKES NO WARRANTIES WITH RESPECT TO THE ACCURACY OF THE INFORMATION CONTAINED IN THE AIRPORTIS PACKAGE AND THE RELATED DATA, MATERIAL AND SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND IATA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COMPANY AGREES THAT IN NO EVENT WILL IATA OR ITS LICENSORS OR CONTRACTORS BE LIABLE TO THE COMPANY OR TO ANY THIRD PARTY CLAIMING THROUGH THE COMPANY FOR THE RESULTS OF THE COMPANY'S OR ITS AUTHORISED USERS' USE OF THE AIRPORTIS PACKAGE, THE RELATED DATA, MATERIAL AND SERVICES, THE REPORTS OR THE SITE, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF IATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING ANY PROVISION OF THIS AGREEMENT, IN ANY EVENT THE CUMULATIVE LIABILITY OF IATA AND ITS LICENSORS AND CONTRACTORS FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING NEGLIGENCE, SHALL NOT EXCEED TEN PERCENT (10%) OF THE PRICE PAID BY THE COMPANY FOR USE OF THE DATA.

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ARTICLE 9 - NOTICES

All notices and correspondence concerning the Agreement administration shall be sent by first class post (unless otherwise specifically provided herein) to:

For the Company:

LETISKO M.R. ŠTEFÁNKA – AIRPORT BRATISLAVA, A.S. (BTS)
Mgr. Tomáš Kika
Chief Commercial Officer
Letisko M.R. Štefánika
P.O.BOX 160
823 11 [REDACTED]
SLOVA [REDACTED]
Phone: [REDACTED]
Email: t [REDACTED] sk

For IATA:

INTERNATIONAL AIR TRANSPORT ASSOCIATION
Charles De Gheldere
Ass. Director Aviation Intelligence
Marketing and Commercial Services Division
800 Place Victoria, P.O. Box 112
Montreal [REDACTED]
Phone: [REDACTED]
Fax: +1 [REDACTED]

ARTICLE 10 – CONFIDENTIALITY

- 10.1 The Company agrees to keep all information, Data and Material obtained hereunder (whether written or oral, and whether or not explicitly designated as confidential) as well as all knowledge derived thereof (the “**Information**”) in strict confidence and further agrees not to disclose, directly or indirectly to any third party, nor to use, copy, evaluate or incorporate, within or outside of its business, any of the Information for any purpose other than that for which it is disclosed under this Agreement.
- 10.2 The Company shall allow access to and disclose such Information only to those of its employees, directors, and officers, and independent contractors (i) who specifically require Information for the purpose for which it was provided to the Company herein, (ii) who have been properly advised by the Company of the confidential nature of the Information, and (iii) who undertake to comply with the Company’s obligations of confidentiality, use and non-disclosure hereunder, it being understood that the Company shall remain liable for any unauthorized disclosure of the Information by any of the individuals or entities mentioned herein.

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- 10.3 The Information is not or does not come within the public domain merely because features of the information may be found separately or within a general disclosure in the public domain.
- 10.4 The Information provided or disclosed hereunder shall remain the exclusive property of IATA, its licensors or contractors, as the case may be, and except as otherwise provided under this Agreement, providing or disclosing such information does not create a right, license or privilege of any kind or nature whatsoever.
- 10.5 The Company recognizes that improper use of the Information disclosed hereunder shall cause irreparable damage to IATA and agrees that IATA may take any and all available legal action and shall be entitled to seek injunctive relief to prevent breaches of this Agreement.

ARTICLE 11 – ASSIGNMENT AND SUBCONTRACTING

- 11.1 Neither party shall, without the prior written consent of the other, assign or transfer any part of this Agreement.
- 11.2 Both Parties agree that IATA may, at its own expense and in its sole discretion, retain the services of one or more third-party data-processing sub-contractors to assist in providing the AirportIS services to the Company. In that case, IATA shall be for the proper coordination of its chosen sub-contractors and for the proper performance of the work entrusted to any of its sub-contractors.

ARTICLE 12 - FORCE MAJEURE

- 12.1 Each party will be excused from performing its operational and financial obligations under this Agreement during the period of any event beyond its reasonable control. Such events include but are not limited to war or unrest, strike or lockout, natural catastrophes or fire or government action (“**force majeure**”).
- 12.2 The party so affected shall immediately give the other party prompt written notice (by registered mail with acknowledgement of receipt) of any such events of force majeure and shall use its best efforts to keep the extent of the effect of such events to a minimum.
- 12.3 Should the condition of force majeure continue to prevail beyond ninety (90) days, this Agreement may be terminated unilaterally by either Party upon written notice effective immediately, and given by registered letter with acknowledgement of receipt.

ARTICLE 13 – TERMINATION

- 13.1 IATA shall have the right at any time to terminate this Agreement or otherwise cancel access to the Data and Material on thirty (30) days prior notice to the Company in which case, IATA’s sole liability shall be the reimbursement of fees paid for the period the access has been canceled or terminated.
- 13.2 In case of breach by either Party of any of its obligations under this Agreement, the other Party shall have the right, after notice given by registered mail with acknowledgement of receipt to the other Party to remedy the breach within a thirty (30) day period from the date of receipt of the said notice and in the event of failure by that Party to remedy the breach, to

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terminate this Agreement without prejudice to any rights that it may have in contract, tort or at law.

13.3 This Agreement may also be terminated by written notice given to the other Party by registered mail with acknowledgement of receipt, in the following cases:

13.3.1 if the other party makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy or petitions for reorganization or arrangement under bankruptcy laws; or

13.3.2 if a petition in bankruptcy is filed against the other party, or if a receiver or trustee is appointed for all or any part of the property and asset of the other party.

13.4 The termination of the Agreement on any of the enumerated grounds shall not relieve the Parties of their responsibilities, obligations, expenses or charges accrued as on the date of the notice of termination of the Agreement.

13.5 In the event of termination or expiry of this Agreement by either Party for any reason, the Company shall destroy all copies of the Data and all of its component parts, and shall refrain from making any further use whatsoever of the Data. This requirement applies to all copies in whatever form, partial or complete, and whether or not modified or merged into other materials and whether or not merged with any other data.

ARTICLE 14 – DISPUTE RESOLUTION

14.1 In case of any dispute arising in connection with the construction or the performance of the Agreement, the Parties undertake to do their utmost to reach an amicable settlement.

14.2 Failing an amicable settlement within thirty (30) days as from the receipt of the written notification of such dispute by either Party by registered mail with acknowledgement of receipt, the said dispute shall be exclusively and definitively settled by arbitration (in English) in Montreal, Quebec in accordance with the Rules of Arbitration of the International Chamber of Commerce. The Arbitration proceedings shall be conducted in the English language.

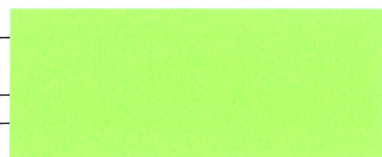
ARTICLE 15 – GOVERNING LAW AND LANGUAGE

15.1 This Agreement will be construed and interpreted in accordance with the laws of the Province of Quebec, Canada, without regard to its conflict of laws provisions.

15.2 The Parties agree that this Agreement be drafted in English. Les Parties sont en accord pour que cette entente soit rédigée en anglais.

ARTICLE 16 – SEVERABILITY

In the event that one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, un-enforceability or illegality shall not affect any other provisions of this Agreement. In such event, the Parties shall seek to replace the invalid, unenforceable or illegal provision with an effective provision which comes as close as possible in economic effect to the original intention of the Parties.



ARTICLE 17 – ENTIRE AGREEMENT

- 17.1 This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements and understandings between the Parties concerning said subject matter.
- 17.2 Appendixes and enclosures to this Agreement shall be initialed by both Parties and are deemed integral part of this Agreement.
- 17.3 Modifications or any amendments of this Agreement shall be in writing and signed by duly authorized representatives of the Parties.

ARTICLE 18 – SIGNATURES

This Agreement has been drawn up in English and may be executed by the Parties in two counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

**LETISKO M.R. ŠTEFÁNKA –
AIRPORT BRATISLAVA, A.S.
(BTS)**

For: _____

Name : Ing. Maroš Jančula

Position: CEO and Chairman of the Board of

Signature : _____

Date: _____

For: IATA

Name: RAICKOVIC SANJA

Position: MANAGER, AIRPORT'S

Signature : _____

Date 09/02/2012

**LETISKO M.R. ŠTEFÁNKA –
AIRPORT BRATISLAVA, A.S.
(BTS)**

For: _____

Name : Ing. Juraj Mitka

Position: Member of the Board of Directors

Signature : _____

Date: _____

For: IATA

Name: Irena Piorkowski

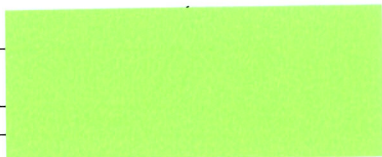
Position: Assistant Director, Corporate Finance
International Air Transport Association

Signature : _____

Date 13/2/12

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APPENDIX A
AIRPORTIS PACKAGE DESCRIPTION

This AirportIS Package is an Internet base Web Tool that provides access to AirportIS Data and SRS Data, as follow:

1. DESCRIPTION OF DATA

A. AirportIS O&D Reports Package

Period/Data Coverage:

December 2011 – November 2012

In addition, 12 months of historical data (December 2010 – November 2011) will be delivered.

Each period includes one calendar month. The O&D Data is based on issued tickets with travel dates of the respective period.

Included Airports or Countries:

Slovakia, Austria, Czech Republic

Traffic Reports Description:

The following reports: (1) Report per O&D, (2) Report per region; and (3) Report per flight segment, enabling access to the O&D Data as described below:

1. True O&D traffic flows start / end and connecting traffic at the included airports
2. Full itinerary including airline details per segment
3. Class of service data
4. Travel month data
5. Average fare information (per class)
6. Reported BSP passengers plus full market-size estimates

Note: No Point of Sale information is provided.

The market average fare data will only be provided for those origins and destinations on which three (3) or more carriers participate and on which no carrier has eighty percent (80%) or more of the market share. If there are less than 3 carriers on an O&D or if one carrier has 80% or more of the market, an average market fare estimate (these are estimates only, not actual averages) will be provided. The estimates will be calculated in accordance with the regression methodology set out below.

AirportIS will provide estimated passenger counts for scheduled services to compensate for markets under represented by the BSP operations such as direct sales, low cost carriers, scheduled charter flights and tickets issued in areas in which there are no BSP offices, such as the USA. No point of sales information will be available for such.

Regression:

Regression modeling for average fares on each O&D covered herein will be done according to the following high-level approach:



- Fares will be estimated at the fare class level (First, Business, Econ Full, Econ Discount and Other);

- The regression approach will follow the following hierarchical methodology to determine average fare estimates:

1. City - Country level: For all major cities to country level, regression equations will be calibrated at fare class level. For example there will be a FRA - USA model for each of the fare classes. One month of modeling resulted in around 2,500 regression models at the city-country level; or
2. Country - Country level: For all country-country/fare class level, regression models will be calibrated provided there are sufficient data points to estimate the regression parameters. Typical month regression results in around 3,000 regression models at this level; or
3. Region – Region level: Fare regression at region-region/fare class level will be done e.g., North America – Europe for Business Class. A typical months' regression results in around 275 regression models at this level.

If there is insufficient data to establish a model at the city-country/fare class level, a model at country-country/fare class level will be established. If there is insufficient data to establish a model at the country-country fare level then the fare estimates will be derived from the default Region – Region/fare class regression model.

B. Codes and Dates

This Web Tool section contains reference tables whereby users are able to search codes and information relating to airline, airport and equipment codes, distance between two city pairs, and list of countries in a specific region. The date(s) section provides period for which the data is loaded in the system.

2. DATA DELIVERY SCHEDULE

A. AirportIS Data

Provided the Agreement has been executed and the fees for the AirportIS Package are paid when due, the AirportIS Data will be made available within fourteen (14) days of the effective date of this Agreement. The AirportIS Data will be made available six (6) weeks following the end of each month. If a delivery date falls on a weekend or holiday, delivery will be made on the following business day (Montreal, Canada).

3. REPORT TYPES

AirportIS Web Tool reports are available in HTML, Excel and ASCII.

APPENDIX B
AirportIS WEB TOOL ACCESS

1. WEB TOOL/DATA ACCESS DURATION

Provided the Agreement has been duly executed by the Parties and AirportIS Package fees are paid when due, the Data set out in Appendix A will be accessible as follows:

Unless the Parties mutually agree in writing to extend the term of the Web Tool access period, subject to payment of additional fees, access to the Data and the Web Tool will end on 31 January, 2013.

2. WEB TOOL ACCESS AND MINIMUM HARDWARE & SOFTWARE REQUIREMENTS

To access the AirportIS Web Tool, IATA will provide the Company with a confidential user ID and password.

The minimum computer requirements to access AirportIS Web tool are:

- Computer/Processor: 486-MHz CPU or higher Pentium-compatible PC
 - Memory: at least 256 MB RAM
 - Display: SVGA (800 x 600) or higher-resolution monitor
 - Keyboard and Mouse: required
 - Operating System: Microsoft Windows 98, or newer version
 - Software: Excel 97, or newer version
 - Internet Connection: Cable Modem, DSL, or connection speed of T1 or better (no dial-up modems)
 - Browser: Microsoft Internet Explorer v5.0, or newer with Cookies, Frames, and Java/JavaScript enabled
-



APPENDIX C
AirportIS - Pricing

1. PRICING AND INVOICING

The price for AirportIS Data and SRS Data access through the Web Tool under this AirportIS Package for the Data coverage periods as set forth in Appendices A and B, is:

- **18,500 USD**

Invoicing & payment Schedule:

Access to begin and continue only if payments are made when due.

The invoices will be sent and payments will be due according to the following schedule:

Period	Invoice Data	Payable	Amount
Dec 2011-Feb 2012	At contract start	Within 30 days	4,625 USD
Mar 2012-May 2012	Mar 2012	31. May 2012	4,625 USD
Jun 2012-Aug 2012	Jun 2012	31. Aug 2012	4,625 USD
Sep 2012-Nov 2012	Sep 2012	30. Nov 2012	4,625 USD
Total Amount			18,500 USD

Method of payment – Bank transfer to the following:

Royal Bank of Canada
1 Place Ville Marie
Montreal, Quebec Canada
Main Branch: 00001
Bank ID: 00000003
Swift Code: ROYCCAT2
ABA: 021000021
USD Account: 400-749-8
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The price includes up to **2** concurrent users for web access. Additional users may be purchased at USD 500 per month (price valid for 2 months following effective date of this Agreement) for a total of 5 concurrent users.

All prices offered above are valid until 31.Jan 2012.



APPENDIX D
AirportIS – Product Support

1. AirportIS Support

Technical support and help desk is available from Monday to Friday Montreal time 9 am to 5 pm.

Technical / product support contact information:

AirportIS team

Phone: [REDACTED]

Email: [REDACTED]

One Company representative as the Company contact point and shall be responsible for gathering all support questions related to AirportIS and liaise with IATA. The AirportIS team will liaise with this person for any technical and product support issues.

Please insert Company representative contact information:

Name: Marek Drabik

Title: Airline Business Specialist

Phone: [REDACTED]

Email: [REDACTED]@va.sk

Fax: [REDACTED]

The AirportIS team shall use its best efforts to respond to support questions promptly within 3 business days.

IATA will promptly notify the Company of any server maintenance issues that could potentially disrupt for a short period AirportIS web tool data access. Notification will be in advance to minimize data usage disruptions.

In the event of any server downtime, the AirportIS shall use its best efforts to resolve those promptly within 24 hours of client notification.

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