

ADDENDUM 12-2
TO
Integrated Multi-User System Environment (iMUSE) Agreement
Dated: 17/07/2005
(hereinafter the "Agreement")

ARINC Incorporated (hereinafter referred to as "ARINC") and Letisko M.R. Stefanika – Airport Bratislava, a.s. (BTS) (hereinafter referred to as "Customer") hereby agree to modify the above referenced Agreement as follows:

1. **Clause 3 - Term of the Agreement:** the wording "and the term of this Agreement shall continue for a period as detailed in the attached Appendix D, for the Authorized Site from the first day of full operation of the system" shall be replaced with "and shall continue until 10th October 2013. The Parties may agree to extend the Agreement further until 10th October 2014".
2. **clause 11 – Contacts:** the Technical Project Manager contact details shall be replaced with the following contact details:

Melanie Reiser
ARINC Incorporated
Zweigniederlassung Deutschland
c/o Regus Business Center
Terminalstrasse Mitte 18
85356 Muenchen
Germany
Phone: +49 89 97007 259
Fax: +49 89 97007 202
Email: mreiser@arinc.com

3. **Clause 11 – Contacts:** the Contracts contact details shall be amended as follows:
 - a. "Andrew Ellis" shall be replaced with: "Jitte van den Bout"
 - b. Telephone number shall be replaced with: "+44 (0)1293 641 200"
 - c. "Email: aellis@arinc.com" shall be replaced with "Email: vandenb@arinc.com"

4. **Clause 24a1:** shall be deleted in its entirety.

5. **Appendix A:** shall be amended as follows:

- a. A 1, A shall be amended as follows:

This statement of work is based on ARINC's proposal no. 42040, dated 15th of June 2012.

 - Onsite health check performed by an ARINC engineer (2 days) within 2 months of contract extension start.
 - Technical 3rd level support from the ARINC customer support group (CSG) in Tulsa. The support hotline for critical issues is available 24x7.
 - System maintenance and airline application maintenance updates as needed. CUSS application updates are excluded; these are done locally by BTS airport.

Should the contract be extended for yet another 12 months after October 2013 a 2nd onsite health check by ARINC engineering staff will be performed.
There are no proposed changes to the current version of iMUSE, the common use hardware or the existing support and maintenance solution.
- b. A1, C. items 2-4 shall be deleted in their entirety.
- c. A 3: the following wording shall be included in the clause: "a test will be conducted after the Health Check has been executed to proof functionality of the system and its interfaces".
- d. A4 - shall be removed in its entirety.

6. Appendix D (Quantities and Pricing): shall be amended as follows:a. **A. Hardware Quantities:** shall be amended as follows:

No hardware will be supplied to the customer under this addendum.

b. **B. Pricing:** shall be amended as follows:

The pricing set out in the section B of Appendix D shall be replaced with the following pricing:

Year 1: October 2012 – October 2013

No.	Quantity	Description	Unit price p.m.	Total Price for 12 months
1	1	Onsite health check incl. travel cost and travel time	388,00	4.656,00
2	1	iMUSE licence fee	585,00	7.020,00
3	1	Remote 3rd level support	1.722,00	20.664,00
Total				€ 32.340,00

Year 2: October 2013 – October 2014

No.	Quantity	Description	Unit price p.m.	Total Price for 12 months
1	1	Onsite health check incl. travel cost and travel time	388,00	4.656,00
2	1	iMUSE licence fee	585,00	7.020,00
3	1	Remote 3rd level support	1.781,00	21.372,00
Total				€ 33.048,00

~~To be paid monthly once the current contract has expired. All prices are net prices and will be charged including VAT (rate valid at the time of invoicing).~~

c. **C. Contract Duration:** shall be amended as follows:

The wording: "The term of this Contract is 60 months from the Acceptance date detailed in Section 14 of the Agreement" shall be replaced with the following wording: "The term of this Contract shall finish 10th October 2013. The Parties may agree to extend the Agreement further until 10th October 2014".

7. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. During the existence of this Addendum, both parties agree that the terms contained herein shall be maintained in confidence.

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IN WITNESS WHEREOF, each party has caused its duly-authorized representative to execute this Addendum on its behalf as of the date set forth below. The person executing this document hereby certifies that the customer name set forth below is the full, complete and correct name of the entity entering into this Addendum.

Letisko M.R.Stefánika - Airport Bratislava, a.s. (BTS)	ARINC INCORPORATED
Letisko M. R. Stefánika, 823 11 Br Slovak Re	2551 Riva Ro Annapolis, MD USA
SIGNED BY:	SIGNED BY:
NAME: <i>Maroš Jančula</i>	NAME: Andy Hubbard
TITLE: <i>Chief of the Board and CEO</i>	TITLE: Managing Director
DATE: <i>8/10/2012</i>	DATE: <i>8/10/12</i>



Juraj Mitka
Member of the Board and CEO



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