



Air Navigation Services of the Czech Republic

Amendment No. 1 to the Service Contract

(Hereinafter referred to as the "Amendment")

1. Contracting Parties

Air Navigation Services of the Czech Republic (ANS CR)

State enterprise existing and organized under the laws of the Czech Republic

With its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic

Represented [REDACTED]

Company Identification Number: 497 10 371

VAT Number: CZ699004742

Bank details: [REDACTED]

SWIFT [REDACTED]

[REDACTED]

(Hereinafter referred to as "ANS CR" or the "Customer")

and

RETIA, a.s.

A company existing and organized under the laws of the Czech Republic

With its registered office at: Pražská 341, 53002 Pardubice - Zelené Předměstí, Czech Republic

Represented by: [REDACTED]

Company Identification Number: 252 51 929

VAT Number: CZ25251929

Bank details: [REDACTED]

SWIFT code: [REDACTED]

[REDACTED]

(Hereinafter referred to as the "Supplier")

(ANS CR /the Customer and the Supplier hereinafter also referred to as the "Parties").

2. Preamble

- 2.1 The Parties entered on 19.05.2014 into the Service Contract, (Contract number No. ANS CR: 289/2013/PS/030), (hereinafter referred to as the "Contract").

3. Subject of the Amendment

3.1 Based on the mutual agreement between the Parties the Contract shall be modified as follows:

3.1.1. In the Article 5 of the Contract, Sub-Article 5.3 shall be newly modified as follows:

"Contact persons for the purposes of this Contract are as follows:

For the Customer: [REDACTED]

For the Supplier: [REDACTED]

The contact persons as stated above may in written form via email with electronic signature, databox or a letter sent via the holder of postal licence notify the other Party of additional contact persons, nevertheless such notification or the change of contact details shall be announced to the other Party without any delay."

3.1.2. In the Article 6 of the Contract, Sub-Article 6.1 shall be newly modified as follows:

"The Customer may provide to the designated Supplier's employees or to other persons performing the work on behalf of the Supplier (hereinafter together referred to as the "Supplier's employees") remote access and VPN connection to the maintained System via Client's IP data network (CADIN) based on defined access privileges. A RSA SecureID token will be issued to each of these Supplier's employees, a list of which shall be delivered in a written form to the Customer before the need of remote access to Customer's system, against the signature of each designated Supplier's employee. The list of the designated Supplier's employees may be changed by the Supplier from time to time nevertheless each change shall be announced to the Customer without any delay, and such communication shall be made between the contact persons stated in Article 5.3 of this Contract in the form of letter sent via the holder of postal licence, via databox, or by email with electronic signature."

3.1.3. In the Article 6 of the Contract, new Sub-Article 6.4 shall be added:

"6.4 Supplier's employees shall not replay a record saved in the system RRS without coordination with Customer, the Supplier shall not replay the record from ambient microphone at all."

3.1.4. In the Article 9 of the Contract, Sub-Article 9.6 shall be newly modified as follows:

"In case the Supplier breaches the rules for VPN access or the rules for saved records defined in Sub-Article 6.2 and Sub-Article 6.4 of this Contract, the Supplier shall be duty-bound to pay a penalty € [REDACTED] each violation of these rules."

3.1.5. Article 15.2 and Article 15.3 of the Contract shall be deleted with no replacement. Based on this fact, Article 15.4 shall newly be renumbered as Article 15.2, Article 15.5 shall newly be renumbered as Article 15.3, Article 15.6 shall newly be renumbered as Article 15.4, Article 15.7 shall newly be renumbered as Article 15.5 of the Contract.

3.1.6. Annexes 1 and 2 of the Contract shall be deleted with no replacement.

4. Final Provisions of the Amendment

4.1 The other provisions of the Contract remain unchanged and in force.

4.2 **This Amendment has been signed electronically, only in one electronic copy.**

4.3 This Amendment becomes valid on the day it is signed by both Parties and takes effect upon being published in the Register of Contracts.

4.4 Publication. The Supplier acknowledges that the Customer is obligated to publish this Amendment and the Contract in the Register of Contracts pursuant to the Act No. 340/2015 Sb., Act on Special Terms and Conditions of Effect of Certain Agreements, on Publishing of such Agreements and on Register of Agreements (Act on Register of Agreements), as amended.

When this Amendment and the Contract are published in the Register of Contracts, in particular the following information contained in this Amendment and the Contract shall not be provided: the Supplier's bank account details, names of contact persons in Article 15.3 of the Contract, Annex 1 and Annex 2 of the Contract, names of contact persons in Article 3.1.1 of this Amendment, signatures on this Amendment and on the Contract, and also a trade secret within the sense of § 504 Civil Code as further specified in Article 4.5 of this Amendment.

- 4.5 Trade secret. Trade secret, within the sense of § 504 of the Civil Code, means all information about price calculation detailed in Article 2.1.1 and Article 8.30 of the Contract. For this reason, the said information about price calculation will neither be published nor provided according to Article 4.4. of this Amendment.
- 4.6 The Customer and the Supplier shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection on the part of the Customer is available on <http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>



ANS CR



Director General
RETIA, a.s.