

7809/2013/RLPCR



Air Navigation Services
of the Czech Republic

Service Contract

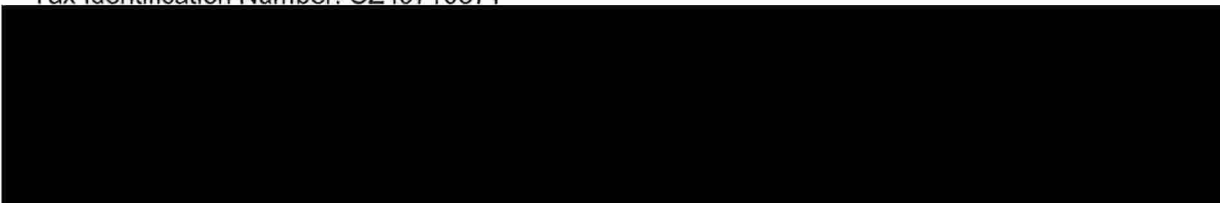
concluded pursuant to Section 1746, paragraph 2 of the Act No. 89/2012 Coll., the Civil Code, (hereinafter referred to as "Civil Code")

(hereinafter referred to as the "**Service Contract**")

Contracting Parties:

Air Navigation Services of the Czech Republic (ANS CR)

A state enterprise existing and organized under the laws of the Czech Republic,
with its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,
Company Identification Number (IČO): 49710371
Tax Identification Number: CZ49710371

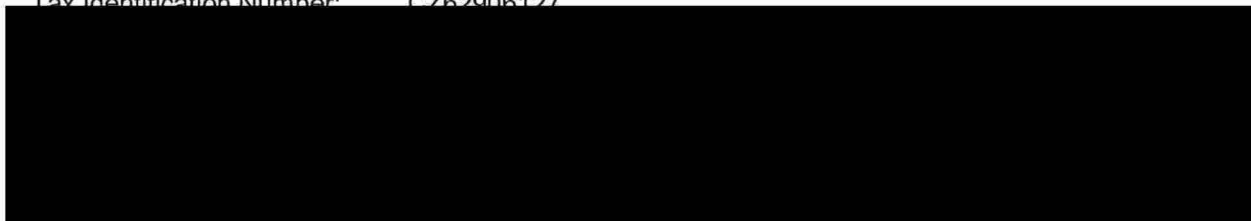


(hereinafter referred to as the "**Client**")

and

ROHDE & SCHWARZ – Praha, s.r.o.

with its registered office at: Evropská 2590/33c, 160 00 Praha 6, Czech Republic,
Tax Identification Number: CZ62906127



(hereinafter referred to as the "**Contractor**")

(The Client and the Contractor hereinafter jointly referred to as the "**Parties**" and each individually as a "**Party**")

WHEREAS:

- A) The Client intends to renew, and for that purpose intends to purchase and install VCS systems [REDACTED]
renew, and for that purpose intends to purchase and install, the radio communication technology [REDACTED]
[REDACTED]
- B) The Client provides air navigation services in the Czech Republic (ANS). Flawless and reliable functioning of [REDACTED] is necessary for the provision of ANS and for the safety of air traffic.
- C) The Contractor is interested in supplying, installing and servicing [REDACTED]
- D) The Parties therefore are concluding following contracts:
- i. Contract for Work for the supply and installation [REDACTED]
 - ii. this Service Contract for post-warranty service of [REDACTED]

The Parties have agreed as follows:

1. Subject of the Service Contract

- 1.1. The Contractor hereby undertakes to provide System service support (post-warranty service) to the Client subject to the terms and conditions set forth in the Service Contract (hereinafter referred to as the "Service support").
- 1.2. The Service support shall mean performance of repairs and/or interventions [REDACTED] and information on upgrades (as further described in Articles 1.4., 1.5. and 1.6. and annexes to the Service Contract) supplied under the Contract for Work No. 279/2013/IS/080 (hereinafter referred to as "Contract for Work") that is known to and available for both Parties.
- 1.3. The technology shall mean:
[REDACTED]

1.4. Service support of [REDACTED] technology shall include:

- protocolled hand-over/take-over of the technology to/from the service at a place set forth in the Service Contract,
- protecting the technology with transport packaging,
- technology transport from the take-over place and back,
- performing repairs to the technology,
- cleaning of the technology,
- updates of HW/SW/FW, while updates shall mean services leading to fix certain problems (like a software patch) to keep the system running with delivered functions and technical characteristics,
- configuration of a transmitter, receiver at the particular position in the System,
- electrical safety test of the technology,
- performance of measurements of technology parameters within the range of FAT/SAT, drawing up measurement protocols,
- drawing up a protocol on the cause of defects,
- ecological liquidation of transport packaging,
- calibration and drawing up a calibration protocol in case of repairs of the measuring equipment,
- submitting a certificate on release of a repaired device into air traffic control services.

1.5. Service support [REDACTED] shall include:


- contact procedures,
- repair procedures,
- remote and site assistance,
- upgrade information,
- documentation Backup Archive,
- reports,
- obsolescence management.

1.6. The Contractor shall notify the Client of any relevant and significant software and hardware upgrades designed by the Contractor relevant to the System covered by the Service Contract. Upon request from the Client, this information shall be followed up with concrete proposals for recommended upgrades. Provision of upgrades shall be subject to separate contract between the Parties and is not included in the price as stipulated in Article 2.

1.7. The Client hereby undertakes to pay the Contractor the price as agreed in Article 2.7 of the Service Contract.

1.8. The Service Contract shall not affect any rights and obligations of the Parties arising from provisions of the warranty and liability stipulated in the Contract for Work.

2. Price and payment conditions

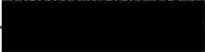
- 2.1. The price for the Service support provided under the Service Contract is ascertained by the agreement of the Parties in accordance with Act No. 526/1990 Coll., on prices, as amended. All prices mentioned in the Service Contract are expressed excluding VAT and are fixed for period of validity of the Service Contract.
- 2.2. The Contractor declares that it is a tax resident of the Czech Republic.
The Contractor declares that it is registered as a VAT payer in the Czech Republic under registration number: CZ62906127.
- 2.3. The Client declares that it is registered as a VAT payer in the Czech Republic under registration number CZ49710371.
The Client shall bear no responsibility for the performance of the Contractor's obligations towards tax authorities of the Czech Republic.
- 2.4. Payments for Service support shall be made annually. Prices are valid for the entire term of the Service Contract.
- 2.5. First payment shall be made after a period of twelve (12) months following the expiration date of the warranty for the technology supplied under the Contract for Work. Other payments shall be made after the next twelve (12) months. VAT shall be charged by the Contractor to the Client in each invoice above the amount of the invoiced price defined in the Article 2.6.
- 2.6. Price
- 2.6.1. The price for Service support shall compose of a single fixed price for repair and number of repairs.
- 2.6.1.1. If the real average annual number of repairs provided in the period from Service support commencement to the settlement day is lower than or equal to the number of guaranteed average annual number of repairs of defects uncaused by the Client or third party, the formula for calculation of the price No (3) stipulated in Article 2.8.1. or No (8) stipulated in Article 2.8.2. respectively shall be used.
- 2.6.1.2. If the real average annual number of repairs provided in the period from Support service commencement to the settlement day is higher than the number of guaranteed average annual number of repairs of defects uncaused by the Client or third party, the formula for calculation of the price No (5) stipulated in Article 2.8.1. or No (10) stipulated in Article 2.8.2. respectively shall be used.
- 2.7. Repair prices and guaranteed number of repairs
- 2.7.1 RCOM technology
- The Single fixed price 
 - The Guaranteed average annual number of repairs of defects not caused by the Client or a third party guaranteed by the Contractor (hereinafter the guaranteed average annual number of repairs – GAANR^{RCOM}) shall be:



2.7.2 VoIP VCS technology

- The single fixed price for each repair ) stated by the Contractor shall be:

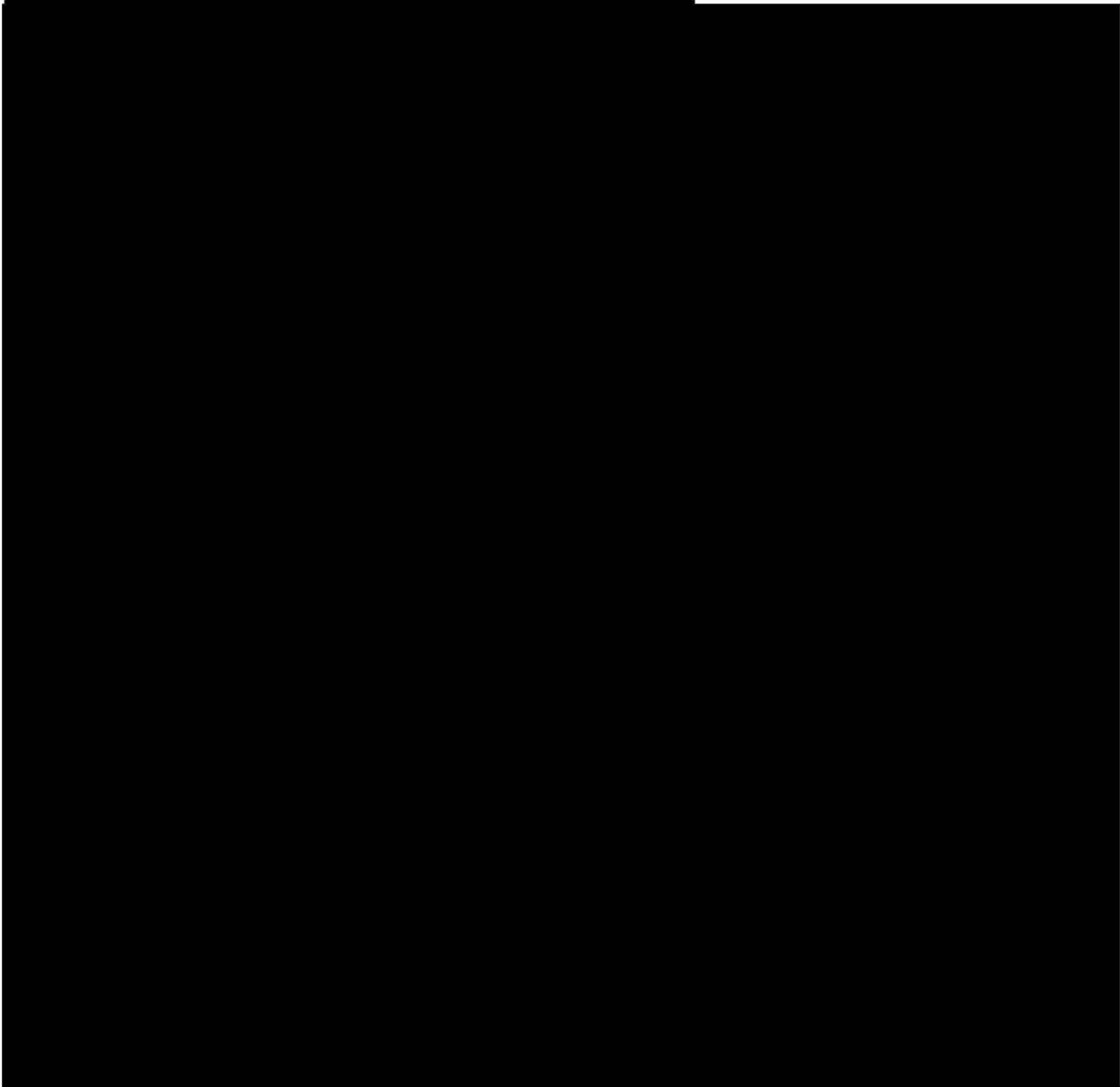


- The guaranteed average annual number of repairs of defects not caused by the Client or a third party guaranteed by the Contractor (hereinafter the guaranteed average annual number of repairs ) shall be:



2.8. Contractor price calculation for k-th settlement period:

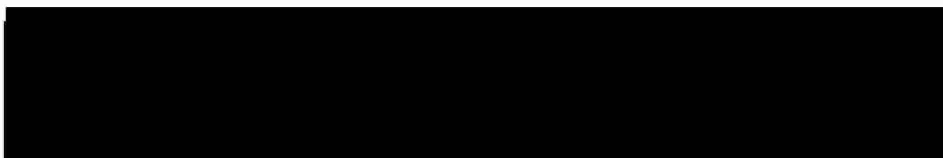
2.8.1. RCOM Annual Settlement for k-th period





2.8.2






The formulas described in Article 2.8.1 and 2.8.2 are provided in Excel format in Annex No.1 to Service Contract.

- 2.9. In case any defect of the technology not based on the fault of the Client or third party proves to be unrepairable, the Contractor shall provide the Client with new identical technology at the Contractor's own costs. For the purposes of the service settlement calculation (see Art. 2.8), such a replacement of technology shall be considered as a repair.
- 2.10. Payments of the Client shall be made on the basis of invoices issued separately for RCOM and for VoIP VCS and issued by the Contractor on the last day of the settlement period at the earliest, but no later than fifteen (15) days from this date. A settlement period lasts twelve (12) months, while the first settlement period commences on the day following the expiration date of the warranty for the technology supplied under a Contract for Work.
- 2.11. Invoices issued by the Contractor shall be delivered to the Client's address given in the heading of the Service Contract. Invoices shall be due within thirty (30) days following receipt of the invoice by the Client. Each invoice shall include a reference to the Service Contract number.
- 2.12. The Client shall have the right to return the invoice, provided that it contains inaccurate or incomplete information or the price is incorrect. Such return must be made by the due date of the invoice. In such event, the Contractor shall issue a new invoice or correct the original invoice and set a new maturity period of thirty (30) days.

3. Place of the Service support execution and reaction period

- 3.1. 
- 3.1.1. Place of hand-over/take-over of transmitters, receivers, transceivers, and measuring equipment repairs shall be IATCC Jeneč, Navigační 787, 252 61 Jeneč.
- 3.1.2. Places of hand-over/take-over of DC backup supply sources – chargers and batteries shall be the place of their installation.
- 3.1.3. The repair time for:
- transmitters,
 - receivers,
 - Rx/VHF active receiver splitters,
 - passive VHF/UHF combiners and
 - measuring technology
- is forty (40) working days.
- 3.1.4. If the quantity of the Client's available spare parts is below the limit stipulated in Article 3.1.5., the Contractor shall, within 5 working days, provide the Client with the appropriate spare parts in a quantity equal to or above that limit.

3.1.5. Limit quantities for selected spare parts are:

- transmitters VHF: 3 pcs
- receivers VHF 3 pcs
- Rx/VHF active receiver splitters 2 pcs.

3.1.6. The repair time for DC backup supply sources – chargers and batteries is five (5) working days.

3.1.7. The repair time stipulated in Articles 3.1.3, and 3.1.6. shall apply unless a different repair time period is agreed by the Parties due to conditions for a particular repair and operational urgency. Such exceptions shall be confirmed by the Parties in written form.

3.1.8. Repair time shall commence on the date of delivery of the repair notification to the Contractor and terminate by the date of take-over of a performed repair by the Client.

3.1.9. The Parties shall enable hand-over and take-over of a particular faulty/repared item on any working day within time from 10.00 to 14:00.

3.1.10. The Client shall ensure that the faulty item is prepared for its take-over on the date of repair notification.

3.1.11. In case the Client fails to duly hand over or take over any repair, the repair time for the respective repair shall be extended by a relevant time period.

3.1.12. Any claimed repair shall be notified by the Client to the Contractor by email or telephone. Telephone notification shall be confirmed by the Contractor via email.

3.1.13. Communication between the Client and the Contractor regarding service intervention shall be made via and to following contacts:

3.1.13.1. The Contractor:

[REDACTED]

3.1.13.2. The Client:

[REDACTED]

3.1.14. The Contractor acknowledges that telephone lines stated in Article 3.1.13.2. are recorded.

3.2. [REDACTED]

3.2.1. Place of performance for the Service support shall be IATCC Jeneč, Navigační 787, 252 61 Jeneč and airports Brno, Ostrava and Karlovy Vary.

3.2.2. Service support shall be provided via phone, email or remote connection or site assistance.

3.2.3. Communication between the Client and the Contractor regarding service intervention shall be made via and to the following contacts:

3.2.3.1. The Contractor

[REDACTED]

3.2.3.2. The Client:

[REDACTED]

3.2.4. The Contractor acknowledges that the telephone line stated in Article 3.2.3.2. is recorded.

3.2.5. Each request for service intervention shall be classified according to impact of the problem. Severity levels are described in the table below. In order to classify a request, the Contractor's

technical support personnel shall confirm with the Client the impact of the reported problem in order to determine the appropriate classification. Where Parties disagree on the classification of a particular reported problem, the Client's and the Contractor's technical contacts shall discuss the classification in good faith in order to reach a mutually acceptable classification. In the event that the Parties are unable to reach agreement on the classification, the reported problem shall be classified at the Client's assigned classification level.

Severity Level	Description
1 (Critical Failure)	The System is inoperative and the Client's inability to use the product has a critical effect on the Client's operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 critical problem.
2 (Major Defect)	The System is partially inoperative but still usable by the Client. The inoperative portion of the product severely restricts the Client's operations, but has a less critical effect than a Severity Level 1 condition. In addition, any situation with a serious loss of redundancy (i.e. system has single point of failure) which could lead to Severity Level 1 problem is considered as a Severity Level 2 problem.
3 (Minor Defect)	The System is usable by the Client, with little or limited impact to the function of the System. This condition is not critical and does not severely restrict overall the Client operations.

3.2.6. A failure that has been partly corrected but fulfils the next lower severity level shall be classified as the next lower severity level. (e.g. If a "Critical failure" is partly corrected so that it is qualified for severity level "Major Defect", it shall be qualified as "Major Defect". The same shall apply for "Major Defect" to "Minor Defect").

3.2.7. All failures of the System shall follow the following procedure:

3.2.7.1. The Client shall try to identify and solve the problem using Built in Test (BIT) and replace faulty items with on-site spares.

3.2.7.1.1. The faulty item shall be sent by the Client to the Contractor for exchange or repair. For traceability purposes, the Client shall apply to the Contractor for a service reference "Return Material Authorisation (RMA)" number in advance before sending an item. A format sheet will be provided by the Contractor.

3.2.7.1.2. On receipt of the faulty item at the Contractors' client service department, the faulty item will be subject to a inspection. On completion of the inspection the item shall be repaired or replaced at the Contractor's discretion and returned to the Client.

3.2.7.1.3. The Contractor shall dispatch the repaired item to the Client within twenty (20) working days of its delivery to the Contractor.

3.2.7.1.4. When the Client dispatches any faulty item to the Contractor for repair, the Client shall accept all risks and shall pay all freight costs (including those of packing, carriage and insurance) from the site to the Contractor.

3.2.7.1.5. The Contractor shall accept all costs in holding and returning the repaired item or replacement part to the site. The Client shall be responsible for all customs and taxes applicable in Clients country.

3.2.7.1.6. The Client is responsible for providing suitable packaging for all returned items. The Contractor shall provide ESD (electrostatic discharge) bags for electrostatic sensitive components if required by the Client. Computers, monitors, etc., should preferably be transported in their original boxes. The Client may return a faulty item using the packing material used for a replaced item.

- 3.2.7.2. If the problem cannot be solved as above, the Client shall contact the Contractor.
- 3.2.7.3. The Contractor shall ensure that personnel is available with relevant expertise for the System that is ready to receive telephone or email requirements from responsible Client personnel.
- 3.2.7.4. The Contractor shall provide remote assistance by relevant Contractor`s technical experts.
- 3.2.7.4.1. The Contractor shall have a SW or HW specialist available for the Client for telephone support during normal working hours (09.00-17.00 hours local time).
- 3.2.7.4.2. Remote connection functionality shall be made available by the Contractor as part of maintenance procedures. The Client is responsible for ensuring a secure connection to the System on site via internet. Remote connection enables software diagnostics of relevant parts of the System. The Contractor shall ensure that remote and site assistance is performed by personnel certified for access by the Client.
- 3.2.7.4.3. The Client is obliged to provide to employees designated by the Contractor remote access and connection to the maintained system via a Client CADIN IP data network based on defined access privileges. An RSA SecureID token will be issued to each of these employees. The Contractor shall ensure that the SecureID token protocol that is attached as Annex 2 to the Service Contract is signed by all employees receiving the above mentioned access privileges.
- 3.2.7.5. Continuous evaluation between the Client and the Contractor shall determine if and when remote assistance shall stop, whether site assistance from the Contractor is required, or whether an investigation and correction procedure by the Contractor shall be initiated.
- 3.2.7.6. If site assistance is not required and instead an investigation and correction procedure by Contractor is required, the following procedure shall be followed:
- 3.2.7.6.1. The Client shall provide the Contractor with a written failure report.
- 3.2.7.6.2. The Contractor shall immediately and within twenty four (24) hours at the latest on working days from receipt of the failure report confirm that the report has been received and is being addressed. The Contractor shall do its utmost to analyze the report and rectify the reported failure within the shortest time possible.
- 3.2.7.6.3. For all critical failures the Contractor shall immediately and within seventy two (72) hours at the latest on working days from receipt of the failure report rectify the reported failure, or if that is for any reason not possible, send a report outlining a plan and schedule for rectification of the failure and any Client assistance required.
- 3.2.7.6.4. Upon successful solution of the problem, the Contractor shall send the investigation report to the Client.
- 3.2.7.6.5. If applicable, updates of SW/Configuration and/or documentation shall be sent by the Contractor to the Client, freight paid by the Contractor. Any actions shall be coordinated and agreed with the relevant Client personnel.
- 3.2.7.7. If site assistance is required, the following procedure shall be followed:
- 3.2.7.7.1. Where a decision is made that remote assistance cannot solve the problem, the Contractor shall dispatch an expert engineer to the site.
- 3.2.7.7.2. The Client shall prepare the site for the Contractor's arrival as follows:
- 3.2.7.7.2.1. A full report on faults, observations and actions shall be provided.
- 3.2.7.7.2.2. Relevant spares shall be available on site.
- 3.2.7.7.2.3. Management diagnostic files and configuration backup files shall be available on site.
- 3.2.7.7.2.4. Ensure access to buildings and rooms where all parts of the faulty system are situated.
- 3.2.7.7.2.5. Ensure the presence of relevant end user technicians on site who shall be available for assistance.
- 3.2.7.7.2.6. Ensure the required Client authority available for approval of Contractor personnel`s intervention to the System.

- 3.2.7.7.3. The Contractor's engineer shall after the repair execute an acceptance test protocol that shall be signed by the Client's maintenance engineer.
- 3.2.8. Service response shall start on working days by the Contractor at the latest in time defined in the table below

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
ResponseTime	24 hours	48 hours	72 hours

- 3.2.9. The Contractor shall restore the System to operational status by identifying defective hardware or software components or by providing software and/or procedural workarounds, where feasible, on working days in the time period defined in the table below

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Restore Time	72 hours	120 hours	Not relevant

- 3.2.10. Corrective action rectifying the cause of the operational problem or the result of analysis with recommended follow-up actions (a report outlining a plan and schedule for rectification of the failure and any required Client's assistance) in case the corrective action is not in the Contractor's responsibility shall be completed in the time period defined in the table below.

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Resolve Time	30 days	60 days	To be agreed

- 3.2.11. In case the correction of one failure causes a further failure, the above mentioned deadlines shall be counted up (i.e. total time is counted from the start of the first failure until the end of the last failure in the chain).
- 3.2.12. The Contractor shall issue, in electronic form, a monthly Service Intervention Report listing all service interventions during the past month. Any HW returned after repair shall generate a Service Report. Any SW investigations shall generate an Investigation Report.
- 3.2.13. The Contractor shall keep copies of all documentation supplied by the Contractor to the Client with new System deliveries. The Client can request a free complete electronic copy of the latest documentation. Such documentation shall be dispatched by the Contractor within maximum two (2) working days to the Client by express shipping. Such service is limited to once per twelve (12) months.
- 3.2.14. The Contractor shall routinely monitor the availability of components from its suppliers and where necessary take action to ensure that the supply line continues. When the Contractor is notified of impending component obsolescence, the Contractor shall provide the Client with regular information about relevant HW supply changes, such as Line Replacable Units becoming obsolete, subject to significant price increases or longer delivery times, or otherwise influencing the Client's maintenance predictability.
- 3.2.15. The Contractor shall provide 'life-time buy' possibilities or recommend upgrades in order to ensure continuity in the System's operation.
- 3.2.16. The Contractor shall issue service bulletins when the Contractor is made aware of any potential deficiency in a third party supplied component that may affect the performance or reliability of any products supplied by the Contractor.

3.2.17. The Contractor shall ensure that the Client receives dedicated information relevant to the System covered by the Service Contract and has priority in resolving unclarities and assistance for work-around or upgrades.

4. Liability for defects

4.1. The Client is entitled to claim for any identified defectiveness of quality or range of provided Service support.

4.2. The Contractor shall provide a guarantee for the quality of completed Service support in accordance with the Service Contract, as to any defects thereof. This guarantee period shall last for twenty four (24) months and start on the day of the delivery of the repaired or new item accompanied with the necessary repair protocols to the Client.

4.3. If not stated otherwise in the Service Contract, the warranty conditions shall follow the Civil Code.

5. Obligations of the Client

5.1. The Client shall upon request provide the Contractor with all necessary assistance for the purposes of the Service Contract.

5.2. The Client shall, on enquiry, allow access to the places where the Service support is provided and where the actions connected to the implementation of the Service support according to the Service Contract take place.

5.3. The Client shall deliver or arrange the delivery of essential technical information about devices, systems and services connected to the System and whose availability is a condition for the implementation of the Service support in compliance with the Service Contract.

5.4. The Client is obliged to ensure that the System is operated in accordance with the documentation supplied by the Contractor as part of the System delivery and shall not apply any actions in contradiction with the documentation.

6. Obligations of the Contractor

6.1. The Contractor furthermore acknowledges that he is obliged to use the development environment provided by the Client only for purposes relating to the creation of the Service support in compliance with the Service Contract and that he shall respect the prohibition of copying of software products for which the Client has licences and the exclusive right of use.

6.2. The Contractor is obliged to respect the terms and conditions of the Client as to the regime of entry to the properties of the Client while implementing the Service Contract. The Contractor's

employees and other people carrying out work for him shall respect the rules of labour law. The Contractor is responsible for compliance with the rules and liable for any damage occurring due to violation of these rules by his employees or other people carrying out work for him.

- 6.3. The Contractor guarantees that the Service support is performed at the highest level according to the latest technological developments, with the maximum of experience, knowledge and professional capability/capacity and that it is in compliance with the requested quality, functionality, capacity and agreed nature, as well as compatible with the hitherto existing data environment of the Client.
- 6.4. The Contractor shall be liable to the Client being the only one having the right to exercise propriety rights of the Service support, which has been created by the Contractor's employee/s within the frame of a labour agreement with the Contractor. The Contractor declares that there are no rights of any other Parties to the Service support or other legal defects of title.
- 6.5. The Contractor undertakes that the Service support provided according to the Service Contract and applicable standards and regulations that apply to that type of activity does not infringe any third party rights (patents, industrial and intellectual property rights, etc.). Any damages resulting from violation of these standards and regulations shall be borne by the Contractor.
- 6.6. In case that installation sites are in an area owned by a person other than the Client, the Contractor shall follow the rules of the owner to obtain necessary permission and follow the rules determined by the owner. Only the necessary assistance can be provided by the Client.

7. Penalties

- 7.1. The Parties agree the following penalties in the event of breach of the Service Contract:
 - 7.1.1. In case the Contractor does not meet the defined repair times specified in Article 3.1., the Contractor shall pay a penalty in the amount of 2 % of the fixed price of each repair (set forth in Article 2.7.1.) for every day of delay.
 - 7.1.2. In case the Contractor does not meet the defined times set forth in Article 3.2., the Contractor shall pay a penalty defined in the tables below



7.1.3. In case the Contractor breaches the rules for remote connection facility [REDACTED] defined in Article 3.2.8.4.2., the Contractor shall pay a penalty in the [REDACTED] violation of these rules.

7.2. Any penalties paid by the Contractor shall not be set off in the damage amount payable to the Client. Penalties shall be paid regardless of any damage occurring to the other Party. Damages can be claimed independently. The right to claim damages remains unaffected.

8. Withdrawal

8.1. The Client has the right to withdraw from the Service Contract if the Contractor does not perform the Service support in accordance with the Service Contract or if the Contractor fails to implement his obligations in such a severe way that it influences the quality of the Service support or the date of completion markedly. The following actions are deemed to be a marked breach of the Service Contract:

8.1.1. delay in performance of the Service support as stipulated in Article 3.1. and 3.2. longer than ninety (90) days,

8.1.2. repeated (i.e. more than twice) breach of obligations under Article 6 hereof,

8.1.3. Insolvency/bankruptcy of the Contractor in accordance with its national law.

8.2. The Contractor has the right to withdraw from the Service Contract if the Client:

8.2.1. defaults in paying any invoice hereunder for more than thirty (30) days; or

8.2.2. repeatedly (i.e. more than twice) breaches his obligations under Article 5 hereof;

8.2.3. is insolvent within the meaning of the Insolvency Act no. 182/2006 Coll., as amended.

8.3. Withdrawal shall be made in writing including the reasons. The force and effect of the Service Contract shall expire upon delivery of a written notice to the other Party.

8.4. If the Contractor intends to apply Article 8.2.2., he shall draw the Client's attention in written form to the failure to perform the Client's obligation and set a deadline for correction which must not be shorter than fourteen (14) days. If the obligations are not performed before this deadline, the withdrawal of the Service Contract is valid on the day of receipt of the written withdrawal by the Client.

8.5. The Client shall have the right to withdraw from the Service Contract with a twenty four (24) month notice period commencing on the first day of the month immediately following the month of delivery of the written notice to the Contractor, without reason.

9. Force majeure

9.1. For the purposes of the Service Contract, the term force majeure applies to earthquake, storm, flood, epidemic disease, fire, war, terrorism, actions taken by civilian and military authorities, government restrictions, strikes, lay-offs, civil riots and, generally, any obstacles that are beyond the Parties' control and that could not be anticipated upon the execution (signature) hereof. The Party referring to the force majeure is bound to inform the other Party immediately in writing

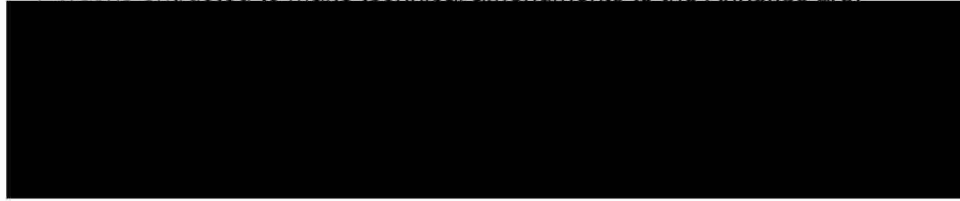
when such an event occurs and to state the circumstances and reason of its occurrence.

- 9.2. Neither of the Parties hereto shall be liable for failure to perform the Service Contract for the stated reasons; however, this provision is only applicable over the period of existence of such reasons.
- 9.3. Should a force majeure situation/status last more than three (3) months, any of the Parties hereto is entitled to withdraw from the Service Contract after fourteen (14) days from the sending of a written advice and shall not be liable for any payments or compensations.

10. Other Provisions

- 10.1. The Contractor declares that he is sufficiently insured for the event of damage occurring to other people through his actions.
- 10.2. By signing the Service Contract the Contractor acknowledges that he is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the Aviation Regulation L 17) and imposing on air navigation service providers to take appropriate actions as a basis to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Contractor shall not anyhow reproduce or redistribute any information acquired in connection with the performance thereof, unless so required by law.
- 10.3. The Contractor acknowledges that the Client is obliged to publish the Service Contract and associated information and documents related to the performance under the Service Contract pursuant to the Act No. 137/2006 Coll., on Public Procurement, as amended. However, information relating to copyright in accordance with Act No 121/2000 Coll, Copyright Act, as amended, and information under provisions of Section 504 and Section 1730 subs. 2 of the Civil Code and information under L17 will continue to be protected, if so expressly indicated by the Parties.
- The Contractor acknowledges that the Client is an obligatory subject as defined by Act No. 106/1999 Coll., on free access to information, as amended.
- 10.4. The Contractor undertakes to submit to the Client a list of subcontractors (hereinafter referred to as "the List") who have received from the Contractor more than 10% of a part of the price which was paid by the Client in one calendar year. This List shall be submitted no later than 28th February of the following year. In the event that a subcontractor is a joint stock company still accompanied by a list of shareholders, the Contractor shall submit to the Client the list of the subcontractor's shareholders who own in aggregate more than 10% of the capital. This list of subcontractor's shareholders shall be executed 90 days before the submission of the List at the latest.
- 10.5. The Parties have explicitly agreed that technical amendments to the Annexes which have no influence on price and/or payment conditions may only be made on agreement of persons entrusted by the Parties. Any technical change of these Annexes shall require the written consent of the persons entrusted by the Parties and each such amendment to the Annex will be numbered separately and shall constitute an integral part thereof.

Persons entrusted to make technical amendments to the Annexes are:



- 10.6. Changes to the persons stated in Article 10.5. shall be notified in writing to the addresses stipulated in the heading of the Service Contract. Any such change shall enter into effect upon receipt of the notification by the other Party.
- 10.7. Where the term "working day" is used in the Service Contract, it shall be assessed according to the calendar of the Czech Republic.

11. Duration

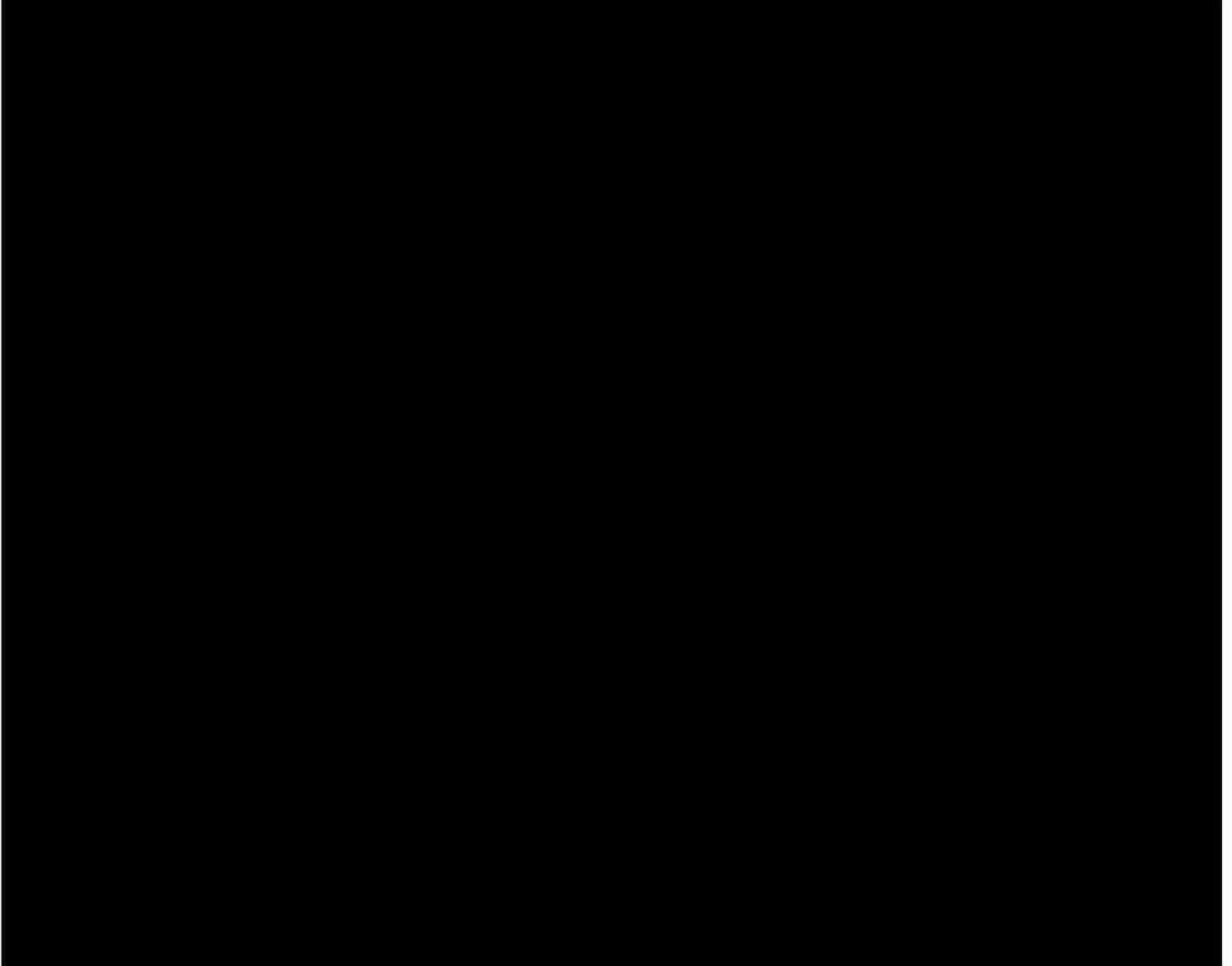
- 11.1. The Service support shall be carried out for the period of one hundred fifty six (156) months.
- 11.2. The Service support shall be provided from the day after warranty expiration under the Contract for Work.
- 11.3. The Service Contract can be terminated by written agreement to be signed by both Parties.

12. Final Provisions

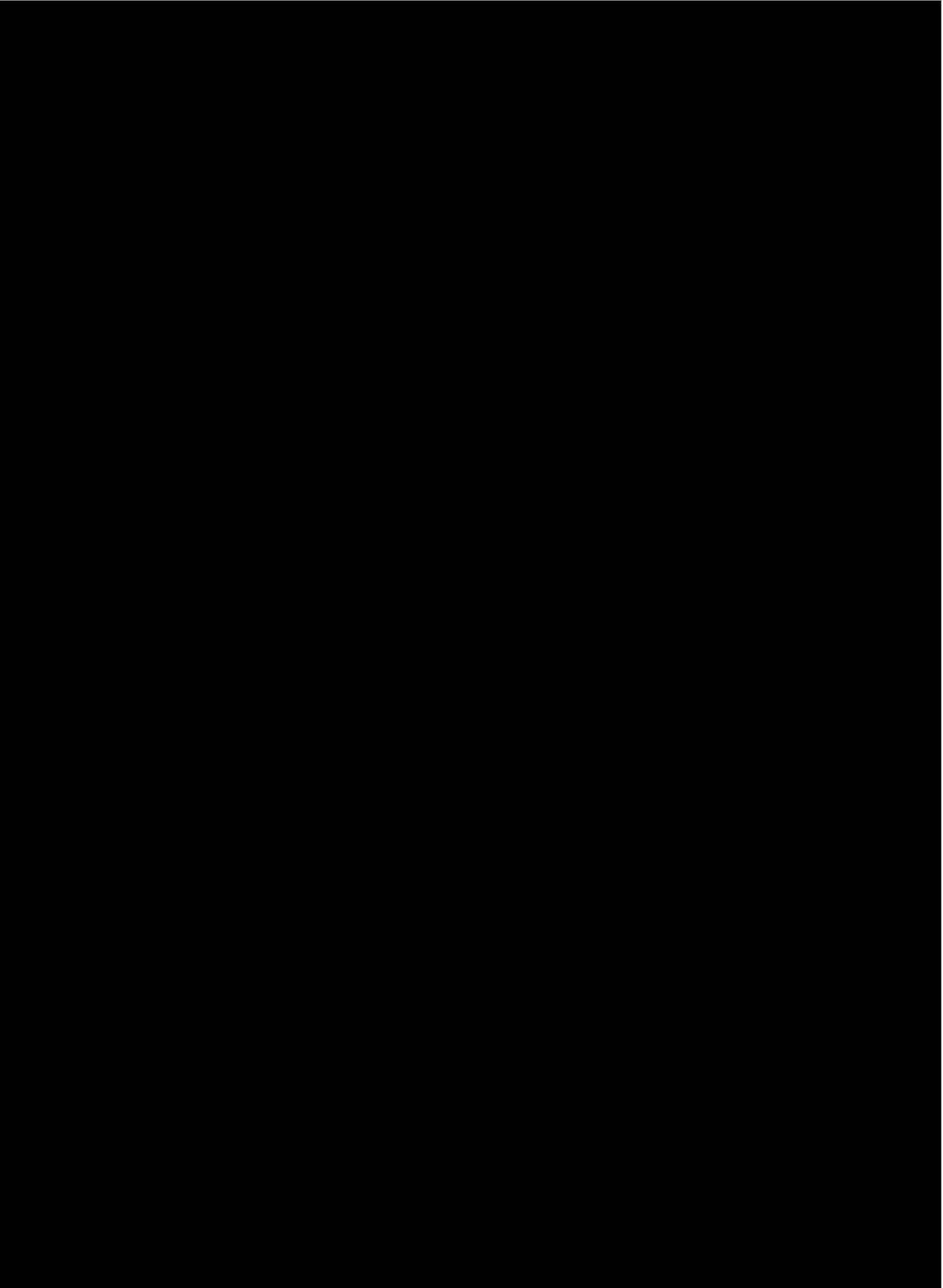
- 12.1. The Service Contract can be changed or amended only by an expressly mutually confirmed contractual agreement in the form of an Annex to the Service Contract signed by authorised agents of the Parties.
- 12.2. The Service Contract becomes valid on the day of execution thereof by the Parties and becomes effective on the day following the day of the termination of the Warranty Period as defined in the Contract for Work.
- 12.3. The Parties declare that the individual Articles are sufficient with regard to the essential aspects necessary for the formation of a contract and that the Service Contract was formed voluntarily by both Parties, specifically, sincerely and understandably.
- 12.4. The Contractor declares to have and is liable for having authorization for entrepreneurship within the range necessary for the performance of the Service Contract. Moreover he declares to take and is liable for taking professional care while performing the Service support. Any dispute, controversy or claim arising out of or in connection with the Service Contract, or the breach, termination or invalidity thereof, which cannot be settled by the Parties in an amicable manner, shall be finally settled in the appropriate court of the Czech Republic.

- 12.5. The Service Contract has been signed on behalf of the Contractor and the Client by their duly authorized representatives in four (4) original copies in English, of which each Party shall receive two (2) copies.
- 12.6. The Service Contract has 18 pages and 2 Annexes, which are integral part of the Service Contract.
- 12.7. The Service Contract is governed by Czech law.

Annexes:



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