



Air Navigation Services of the Czech Republic

Purchase Contract

“Support of Bilingual CM Logons and ASN.1 Definition Change”

(hereinafter referred to as the “Contract”)

concluded pursuant to Section 2079 et seq. of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”),

1. Parties

Air Navigation Services of the Czech Republic (ANS CR),

A state enterprise incorporated under the laws of the Czech Republic,
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,
Company Identification Number: 49710371
VAT Identification Number: CZ699004742

IBAN: [REDACTED]

Registered in the Commercial Register administered by the Municipal Court in Prague, under
Ref. No.: Section A, Insert 10771,

Represented by: [REDACTED]

(hereinafter referred to as the “Buyer”)

and

AIRTEL ATN Limited

a company incorporated under the laws of Ireland,
having its registered office at under the laws of Ireland
having its registered office at 2 Harbour Square, Crofton Road, Dún Laoghaire, County Dublin,
Ireland. A96 D6R0

Registered in the Companies' Register in Ireland under registration number 287698

Represented by [REDACTED]

Bank account number: [REDACTED]

IBAN: [REDACTED]

VAT Identification Number: 8287698U

Company Identification Number: 287698

(hereinafter referred to as the “Seller”)

Each individually referred to as a „Party” or collectively as the „Parties“.

2. Subject Matter

- 2.1 Upon the terms and subject to the conditions herein contained, the Seller undertakes to deliver the Buyer "**Implementation of AGDLS Bilingual CM Logon functionality and update to ASN.1 Definition**" (hereinafter referred to as "**the Supply**") and to enable the Buyer to acquire the ownership to the Supply.
- 2.2 The Buyer hereby undertakes to pay the Seller for the Supply under the terms and conditions defined hereafter. The Price of the Supply is given in Article 3 of this Contract.
- 2.3 The Seller hereby grants the Buyer a non-exclusive and non-transferable licence to use the Supply in compliance with this Contract. Source codes shall not be subject to delivery of the Supply under this Contract.

3. Price of the Supply

- 3.1 The total contractual price is fixed according to the Price Act No. 526/1990 Coll., as amended.

The total contractual price of the Supply covers all items described in Article 2 of this Contract and excludes VAT.

The total contractual price of the Supply is 20.720 EUR excluding VAT.

(in words: twenty thousand seven hundred twenty EUR)

- 3.2 The total contractual price as stated in Article 3.1 of this Contract covers all costs, charges, duties, license and all other expenses related to the performance of this Supply and covers all other services, rights and delivery provided by the Seller.

The total price is broken down based on prices for different activities as follows



4. Payment Terms

- 4.1 The payment to the Seller under this Contract shall be made in EUR free of any bank charges, in favour of the Seller to its bank account which is specified in Article 1 of this Contract.
- 4.2 The invoice shall be sent to the Buyer's address given in Article 1 of this Contract. The invoice shall be payable within thirty (30) days after receipt by the Buyer. The invoice shall be accompanied by the corresponding handover certificate and shall contain the Buyer's number of this Contract as stated in the heading of this Contract. The invoice issued by the Seller after delivery of the Supply shall also contain a software specification which is being sold and number of licences.



- 4.3 The Buyer may return an invoice if it contains inaccurate or incomplete information or if the price is incorrect. Such return must be made by the due date of the invoice. In such event, the Seller shall issue a new invoice or correct the original invoice and fix a new due date.

5. Date of delivery

The Parties have agreed that the Supply shall be delivered not later than October 31, 2019.

6. Place of delivery and installation

- 6.1 The Supply shall be delivered by provision of remote access to the Buyer.
- 6.2 The Seller shall delegate qualified and experienced employee to the Sites to perform the installation. The name shall be submitted to the Buyer at least 14 days before the Installation starts in order to arrange all permits and formalities need in order to complete the installation of the Supply (e.g. entrance permits etc.)
- 6.3 Upon successful installation and integration of the Supply, a hand over certificate shall be issued and signed jointly by Seller and Buyer representatives.

7. Taxes

- 7.1 The Buyer declares that it is a tax resident of the Czech Republic.
- 7.2 The Seller declares that it is a tax resident of Ireland.
- 7.3 The Buyer declares that it is registered as a VAT taxpayer in the Czech Republic under registration number CZ699004742.
- 7.4 The Seller declares that it is registered as a VAT taxpayer in Ireland under registration number 8287698U.
- 7.5 The Buyer shall bear no responsibility for the performance of the Seller's obligations towards tax authorities of the Czech Republic.
- 7.6 The contractual total price is a final price including all taxes (excluding VAT), duties and charges.

8. Warranty

- 8.1 The Seller provides the Buyer with a 1 (one) year warranty period for the Supply (hereinafter "**the warranty period**"). The warranty period starts on the day of the signing of a hand over certificate.
- 8.2 The Buyer shall notify the Seller about any defects of the Supply via telephone followed by mail or e-mail notification.
- 8.3 The warranty does not cover defects caused by unprofessional handling or non-compliance with the instructions.
- 8.4 The elimination of the defects by the Seller is gratuitous. The Seller shall repair the defect within ten (10) business days from its notification.
- 8.5 In case of breach of the warranty duties by the Seller, the Buyer has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Seller.
- 8.6 The warranty period shall be extended by the period which was necessary to eliminate the defect. The period necessary for elimination of a defect begins on a day when the Buyer announces a respective defect to Seller according to Article 8.2 of this Contract and ends on a day when the defect was repaired and handed over to the Buyer.

- 8.7 Unless stated otherwise in this Contract the liability for defects follows the Section 2615 et seq. of the Civil Code.
- 8.8 The liability for unencumbered legal title to the Supply shall be carried by the Seller and the liability is not limited to the warranty period agreed herein.
- 8.9 Under no circumstances shall the Seller be liable for any indirect, special, incidental or consequential damages, including but not limited to loss of anticipated profit or loss resulting from business disruption, even if the Seller has been advised of the possibility of such damages.

9. Ownership right and risk of damage

- 9.1 The risk of damage and ownership right to the Supply shall pass to the Buyer on the day of signing of a hand over certificate as per INCOTERMS 2010 (2010 Edition).

10. Contractual penalties

- 10.1 If the Seller fails, for reasons other than Force Majeure, to deliver the Supply in time in accordance with the provisions of the agreed time schedule in Article 5 of this Contract and/or fails to complete the performance of this Contract within the term specified in Article 5, the Buyer may claim from the Seller, a contractual penalty in the amount of zero point zero five percent (0.05 %) of the total contractual price of the Supply per full day of delay.
- 10.2 The cumulated amount of penalty which may be claimed by the Buyer shall not exceed 5 % (five per cent) of the total contractual price of the Supply. If the cumulative amount of a contractual penalty exceeds 5 % (five per cent) of the total contractual price of this Contract, the Buyer shall have the right to terminate the Contract by written notice. In such a case, termination shall become effective upon the receipt of the notice by a Seller.
- 10.3 In case of any the Seller's delay the contractual penalty shall be paid upon the penalty invoice issued by the Buyer. The penalty invoice shall be due within thirty (30) days following the receipt of the invoice by the Seller.
- 10.4 Contractual penalties shall be paid regardless to any damage occurring to the other Party. Damages can be claimed independently. The right to claim damages remains unaffected.

11. Legal defects

- 11.1 The Seller represents that the Supply hereunder shall be delivered to the Buyer free of any legal defects, including defects under copyrights, patent or industrial rights of third parties. Seller shall indemnify the Buyer for all and any damage suffered as a result of any legal defects of the Supply.

12. Force Majeure

- 12.1 The Parties agreed that they are not liable for failing to meet all or some of the provisions hereunder, if such failure was caused by an event of force majeure. However, the Party affected by an event of force majeure shall perform its obligations hereunder as soon as the effects of an event of force majeure cease. All the terms hereunder shall be postponed for a period equal to the time when an event of force majeure lasted. The Party affected by an event of force majeure shall notify the other Party as soon as possible after any occurrence thereof.
- 12.2 Should force majeure consequences last provably for more than three months, any of the Parties hereto is entitled to withdraw from this Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party hereto.
- 12.3 Termination of this Contract in accordance with the above will not affect the debts already payable between the Parties.



13. Other Provisions

- 13.1 By signing this Contract the Seller acknowledges that it 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 ICAO Annex No. 17) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Seller shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.
- 13.2 The Seller acknowledges that the Buyer is obliged to publish this Contract and associated information and documents related to the performance under this Contract pursuant to the Act. No. 340/2015 Coll., on the Register of Contracts, as amended, and Act No. 106/1999 Coll., on Free Access to Information, as amended. When this Contract is published in the Register of Contracts, in particular the following information contained in this Contract shall not be provided: name of Buyer' authorized person, Seller's bank account details, signatures on the Contract, and trade secret within the sense of § 504 of Civil Code as further specified in Article 13.3 13.3 of this Contract.
- 13.3 Trade secret, within the sense of § 504 of the Civil Code, means information about the number of man days and price for individual activities mentioned in Article 3.2 of this Contract and for this reason the number of man days and price for individual activities detailed in Article 3.2 of this Contract will neither be published nor provided according to Article 13.2 13.2 of this Contract.
- 13.4 Personal Data Protection
- The Buyer and Seller 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 Buyer is available on
- <http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>
- 13.5 No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.

14. Assignment

- 14.1 Neither Party to this Contract shall be entitled to assign or transfer any of its contractual rights or obligations to any third party without prior written approval from the other Party; such approval shall not be denied unreasonably.
- 14.2 The Seller shall be entitled to subcontract, under its responsibility, any part of this Contract.

15. Settlement of disputes

- 15.1 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity therefore, which cannot be settled by the Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic. The Parties agree that a court of Buyer's registered office shall be considered appropriate.
- 15.2 The language to be used in a trial and award shall be Czech.
- 15.3 This Contract is governed by Czech law.

16. Termination

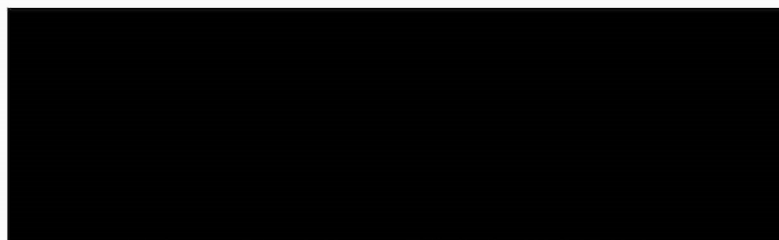
- 16.1 Either Party shall have a right to terminate this Contract in case of the other Party's failure to fulfil its contractual obligations and such failure not having been remedied within thirty (30) days after a written notice by the first Party. In such a case, termination shall become effective upon the receipt of the written notice by the other Party.
- 16.2 This Contract may be terminated by mutual agreement of both Parties.
- 16.3 In case of termination for any reason whatsoever, the Parties shall try to establish a liquidation settlement by mutual agreement; failing such an agreement, the provisions of Article 15 of this Contract shall apply.

17. Final Provisions

- 17.1 Both Parties declare that the individual Articles of this Contract are sufficient with regards to the requirements for forming a contractual relationship, that the contractual freedom of the Parties has been used and that the Contract has been concluded in such a way that it is not to the debit of either Party.
- 17.2 Both Parties declare that, regarding their own national regulations, they are fully entitled to sign the present Contract.
- 17.3 This Contract shall be valid upon signature by the Buyer and the Seller and shall come into force on the day of its announcement in the Register of Contracts.
- 17.4 This Contract has been signed by the Buyer and the Seller by their duly authorized representatives in four (4) original copies in English, each Party obtaining two (2) copies.
- 17.5 The following Annex forms an integral part of this Contract:

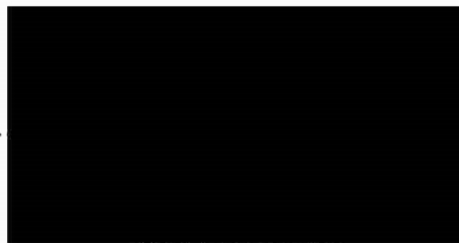
In Jeneč, on

20 -05- 2019



provozu
, státní podnik
Česká republika
, DIČ: CZ49710371
účely DPH: CZ599004742

Air Navigation Services of the Czech Republic



Airtel ATN Limited

