



## Air Navigation Services of the Czech Republic

### Purchase Contract

“ATN G/G BIS Router”

(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

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

Represented by: [REDACTED]

and

**AIRTEL ATN Limited**

a company incorporated 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]

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 one piece of "ATN G/G BIS Router" (hereinafter referred to as "the Supply") and to enable the Buyer to acquire the ownership to the Supply.

2.2 [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

2.3 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.

2.4 The Seller shall provide the Buyer with a Licence Agreement to the Supply (i.e. OS version Linux CentOS 6.3 and SW version Airtel ATNR 2G A2\_3\_Cent63) in English language. The Licence Agreement to the Supply shall form an Annex No. 1 of 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 73.000 EUR excluding VAT.

(in words seventy-three thousand EURO)

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

## 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 the heading of this Contract.

4.2 The terms of payment shall be set as follows:

Payment amounting to 73.000-EUR (in words: seventy three thousand EURO), shall be paid by the Buyer on the basis of an invoice issued by the Seller after DDP delivery of the Supply.

4.3 The invoice shall be sent to the Buyer's address given in the heading 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. The invoice issued by the Seller shall also contain a software specification which is being sold and number of licences.

4.4 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

5.1 The Parties have agreed that the Supply shall be delivered within T0 + six (6) months .

"T0" is the date of registration of this Contract in the Register of Contracts.

The "month" means a period of thirty (30) consecutive running days.

## 6. Place of delivery

- 6.1 The Supply shall be delivered DDP ANS CR, Navigační 787, 252 61 Jeneč, Czech Republic according to the International Chamber of Commerce INCOTERMS (2010 Edition).

## 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 2 (two) years warranty period for the Supply (hereinafter "**the warranty period**"). The warranty period starts on the day of DDP delivery.
- 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 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 Seller has been advised of the possibility of such damages and the Seller's total damage shall be limited to 2 (two) times the amount of the aggregated value of the contract.

**9. Ownership right and risk of damage**

- 9.1 The risk of damage to the Supply shall pass to the Buyer on DDP delivery as per INCOTERMS 2010 (2010 Edition).
- 9.2 The ownership right shall pass to the Buyer at the same date as DDP delivery.

**10. Contractual penalties**

- 10.1 If the Seller fails, for reasons other than Force Majeure, to deliver the Supply in time for DDP delivery 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 routers mentioned in Article 2.2 of this Contract and for this reason the number of routers detailed in Article 2.2 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:

#### Annex No. 1 : Licence Agreement

In Jeneč, on

25.02.2019



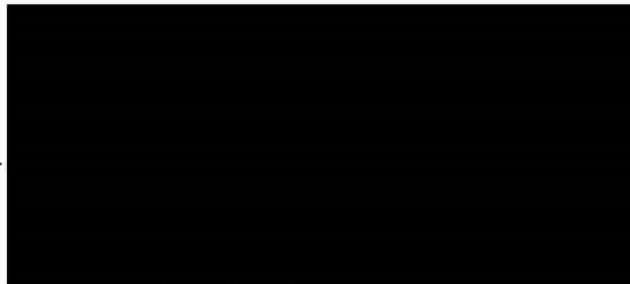
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CZ49710371

H: CZ699004742



Contract No. ANS CR: 064/2019/IS/026  
Contract No Seller : CZE03

Purchase Contract

**Annex No. 1 : Licence Agreement**



AIRTEL ATN Limited, a corporation existing and registered under the laws of Ireland, having its registered offices at 2 Harbour Square, Crofton Road, Dún Laoghaire, County Dublin hereinafter called the "LICENSOR".

## DEFINITIONS:

Unless the context requires otherwise, whenever the following terms are used in this SOFTWARE LICENCE they have the following meanings: (i) **CONTRACT**: The contract identified in Annex 1; (ii) **END USER**: The person or entity identify in Annex 1; (iii) **LICENCEE**: The person or entity identified in Annex 1; (iv) **LICENSOR**: Airtel ATN Limited; (v) **SOFTWARE**: The Software object of this SOFTWARE LICENCE as identified in Annex 1; (vi) **HARDWARE**: The hardware on which the SOFTWARE is to be used by the END USER in accordance with the CONTRACT; (vii) **SOFTWARE LICENCE**: This software licence including its General Conditions and its Special Conditions (Annex 1); (viii) **SITES**: The authorized business operating unit or geographic location of the END USER at which the SOFTWARE is to be used by the END USER in accordance with the CONTRACT; (ix) **PLATFORMS**: the maximum number of hardware platforms on which the software may be concurrently installed and operated; (x) **PROJECTS**: The projects or products under which the software is to be used. (xi) **LICENCE EFFECTIVE DATE**: The date from which the licence is valid; (xii) **LICENCE END DATE**: The date when the licence is no longer valid;

## GENERAL CONDITIONS OF THE SOFTWARE LICENCE

### Article 1.- DOCUMENTS FORMING PART OF THE SOFTWARE LICENCE

This SOFTWARE LICENCE shall be governed in accordance with the following descending order of contractual precedence: (a) ) the Special Conditions of the SOFTWARE LICENCE, (b) the General Conditions of the SOFTWARE LICENCE and , (c) the CONTRACT.

### Article 2.- SCOPE OF THE SOFTWARE LICENCE

(i) LICENSOR grants to the LICENCEE and the latter accepts, subject to the conditions of this SOFTWARE LICENCE the right to grant to the END USER a non-exclusive, non transferable sub-licence for the sole and exclusive purpose of using and operating the SOFTWARE (in object code form) on the HARDWARE on the number of PLATFORMS at the SITES within the PROJECTS for the DURATION. (ii) The LICENCEE and the END USER shall be entitled to use the SOFTWARE only as expressly permitted in this SOFTWARE LICENCE.

### Article 3.- PROPRIETARY RIGHTS

All property rights in the Software and any backup copy of the SOFTWARE are owned by LICENSOR, and/or other third party (ies) and are proprietary in nature.

### Article 4.- RESTRICTIONS

(i) The SOFTWARE is and shall be treat as confidential by the LICENCEE. No other party different than the LICENCEE will have access to the SOFTWARE; (ii) The LICENCEE shall make the SOFTWARE available only to their employees with a need to know, who are obligated to comply with all licence restrictions contained in this SOFTWARE LICENCE and to maintain the secrecy of the SOFTWARE; (i) No party having access to the SOFTWARE under this SOFTWARE LICENCE shall modify, upgrade, de-compile or reverse-assemble the SOFTWARE, or analyse or otherwise examine the SOFTWARE to obtain the source code, including any hardware or firmware implementation of the SOFTWARE for the purpose of reverse engineering.

### Article 5.- AUTHORIZED COPIES

(i) LICENSOR authorizes LINCENCEE and END USER to make backup copies of the SOFTWARE, provided the copy contains all of the original SOFTWARE' s proprietary notices and that it is used only for back-up purposes;

### Article 6.- WARRANTY

(i) LICENSOR warrants that it has the right to licence the SOFTWARE in accordance with the conditions contained in this SOFTWARE LICENCE; (ii) Any SOFTWARE delivered being a pre-release version (Pre-SOFTWARE) and not representing a final product accepted under the CONTRACT may contain bugs, errors and other problems that could cause system or other failures and data loss. Therefore, the Pre- SOFTWARE shall be provided by LICENSOR on an "AS IS" basis and LICENSOR disclaims any warranty or liability obligations of any kind. To the extent that any provision in this Section is in conflict with any other term or condition in this SOFTWARE LICENCE, this Section shall supersede such other condition(s) with respect to the Pre-Software, but only to the extent necessary to resolve the conflict; (iii) LICENSOR warrants to the LICENCEE that at the time on which the SOFTWARE is finally accepted under the CONTRACT (a) the SOFTWARE will conform to the technical specifications and (b) the SOFTWARE will be free from defects. The LICENSOR will correct defects appearing to the SOFTWARE during the CONTRACT warranty period in accordance with the CONTRACT terms; (iv) The warranties stated herein are in lieu of all other warranties and conditions expressed or implied including, but not limited to those concerning merchantability and fitness for a particular purpose except to the extent that these disclaimers are held to be legally invalid.

### Article 7.- INFRINGEMENT INDEMNITY

(i) LICENSOR shall hold harmless and protect the LICENCEE against any and all claims arising out of a final court decision that the SOFTWARE infringe any patent, copyright, trade secret of other property right established at CONTRACT signature date as a consequence of its use by the LICENCEE; (ii) LICENSOR assumes liability for violation of property right of third parties in so far as this was not caused by measures taken by the LICENCEE. Such liability being conditional on LICENCEE: (a) giving LICENSOR the earliest possible notice in writing of any

claim made or threatened against LICENCEE; (b) not making any prejudicial statements, (c) allowing LICENSOR to conduct all negotiations for a settlement and any litigation that might ensue. (iii) Should a court finally establish that the SOFTWARE infringe a patent or any property rights, copyrights or trade secrets there has been a patent infringement, then LICENSOR may choose one of the following solutions: (a) to obtain the right, at its own expense, for LICENCEE to continue the use of the SOFTWARE, (b) to substitute equivalent SOFTWARE for the infringing SOFTWARE; to modify infringing SOFTWARE so as to eliminate the infringement; (iv) LICENSOR shall have no obligations hereunder with respect to infringements caused by: (a) LICENSOR's compliance with the LICENCEE' s designs or instructions; (b) use of the SOFTWARE in a manner, for a purpose not authorized by this SOFTWARE LICENCE; (c) modifications to the SOFTWARE made without LICENSOR's prior written consent.

### Article 8.- LIABILITY

(i) To the extent not prohibited by law, in no event will LICENSOR be liable for any lost revenue, profit or data, or for special, indirect, consequential, incidental or punitive damages, however caused regardless of the theory of the liability, arising out of or related to the use of or inability to use the SOFTWARE; (ii) To the extent permitted by law, in no event, will LICENSOR's liability to LICENCEE, whether in contract, tort (including negligence), or otherwise, exceed the amount stated in the CONTRACT.

### Article 9.- EFFECTIVENESS

The licence granted herein shall become effective when the last of the events listed in Annex 1 has occurred.

### Article 10.- ASSIGNMENT

Except when this SOFTWARE LICENCE expressly permits otherwise, neither this SOFTWARE LICENCE nor any rights granted hereunder may be assigned or transferred, in whole or in part, by LICENCEE without the express prior written consent of LICENSOR. Any attempt to do so shall be void.

### Article 11.- SEVERABILITY

(i) If any of the provisions of this SOFTWARE LICENCE is found by a competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this SOFTWARE LICENCE and the remaining provisions of this SOFTWARE LICENCE shall continue in full force and effect; (ii) To the extent permitted by law, the deleted provision shall be replaced by a provision satisfying the legal and economic intent of the original provision deleted.

### Article 12.- AMENDMENTS, WAIVER

(i) No change, modification, or revision to this SOFTWARE LICENCE shall be valid unless it is in writing and signed by duly authorized representative of the LICENSOR; (ii) LICENSOR's failure to enforce any rights hereunder shall not be construed as amending this SOFTWARE LICENCE or waiving any of LICENSOR's rights hereunder or under any provision of applicable law.

### Article 13.- APPLICABLE LAW


Unless otherwise stated in Annex 1, this SOFTWARE LICENCE is subject to the Laws of Ireland.

### Article 14.- RESOLUTION OF DISPUTES

Unless otherwise stated in Annex 1, any dispute, controversy or claim arising out or in connection with this SOFTWARE LICENCE, when not settled amicably within a 60 calendar days, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by arbitrators appointed in accordance with the said Rules. The Arbitral Tribunal shall sit in Dublin (Ireland) and the proceedings shall be in the English Language. The Arbitral award shall be final and binding on the LICENSOR and LICENCEE and shall be enforceable in any court having jurisdiction thereof.

IN WITNESS WHEREOF, LICENSOR and LICENCEE have signed this document by their duly authorised representatives in duplicate and in the English Language, in a manner legally binding upon them.

By and on behalf of LICENSOR  
AIRTEL ATN Limited,



By and on behalf of LICENCEE  
ANS CR

Signed by: Jaroslav Beňa

Title: Director of ANS Planning and Development Division

Date: \_\_\_\_\_



SOFTWARE LICENCE

**SPECIAL CONDITIONS OF THE SOFTWARE LICENCE. - ANNEX 1**

<b>CONTRACT</b>	Contract No. ANS CR.: 064/2019/IS/026 Contract No Seller : CZE03
<b>LICENCEE</b>	Air Navigation Services of the Czech Republic (ANS CR)
<b>END USER</b>	Air Navigation Services of the Czech Republic (ANS CR)
<b>SOFTWARE</b>	ATN G/G BIS Router
<b>HARDWARE</b>	Any hardware
<b>PLATFORMS</b>	A single platform
<b>LICENCE EFFECTIVE DATE</b>	On signing of CONTRACT.
<b>LICENCE END DATE</b>	Perpetual Licence
<b>SITES</b>	Any site
<b>PROJECTS</b>	Any project
<b>APPLICABLE LAW</b>	Czech law.
<b>RESOLUTION OF DISPUTES</b>	<p>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.</p> <p>The language to be used in a trial and award shall be Czech.</p>

