



## Service Contract

### **“RRS Service Support”**

concluded pursuant to Section 1746 paragraph 2 of the Civil Code 89/2012 Coll., as amended  
(hereinafter referred to as the “**Civil Code**”)

(hereinafter referred to as the “**Contract**”)

### **1. Parties**

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

A state enterprise existing and organized under the laws of the Czech Republic,

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

Company Identification Number: 497 10 371

Tax Identification Number: CZ699004742

Account No: 88153/0300

IBAN: CZ06 0300 0000 0000 0008 8153

SWIFT code: CEKOCZPP

Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,

Represented by: Jan Klas, Director General

(hereinafter referred to as “**the Customer**”)

and

#### **RETIA, a.s.**

Company existing and organized under the laws of Czech Republic

having its registered office at Pražská 341, Zelené Předměstí, Pardubice

IČ: CZ25251929

VAT number: CZ 699003219

Bank: ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

SWIFT code: ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Account No: ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

IBAN: ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Represented by: Roman Bohuněk

(hereinafter referred to as “**the Supplier**”)

The Customer and the Supplier hereinafter individually or collectively referred to as a “**Party**” or the

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**"Parties".**

## **2. Subject matter**

- 2.1 The Supplier shall provide the Customer with a service support for the Recording and Replay System supplied by the Supplier in previous contracts No. 288/2013/IS/140, No. 413/2015/IS/143, No. 492/2016/IS/143, No. 349/2018/IS/146 and the Contract mentioned in Article 2.3 (hereinafter referred to as **"RRS"**) (hereinafter referred to as the **"Service support"**). The Supplier further undertakes to provide updates of RRS as described in Articles 10.19, 10.20 and 10.21 of this Contract.
- 2.2 The Supplier shall also provide additional small-scale development consisting of other services the Customer orders, such as software development, prototyping of new functions, installation, etc. under prices quoted in Article 4.2.4 of this Contract. The Supplier shall not include the costs for the preparation and operation of development platform in its production plant needed for the quotation of other services requested by the Customer.
- 2.3 This Contract is simultaneously concluded with the Contract for Work "RRS release 4" concluded under the Contract No. ANS CR: 198/2019/IS/053.

## **3. Scope of the Service support**

- 3.1 The Supplier shall provide the Customer with the Service support for RRS. Service support consists of Service availability (see Article 3.2 of this Contract), Service interventions (see Article 3.3 of this Contract), Repair procedures (see Article 3.4 of this Contract) and Third-party support and licenses (see Article 3.5 of this Contract).
- 3.2 Service availability includes:
  - 3.2.1. Provision of service desk workplace ready to accept requests from the Customer 24 hours a day, 7 days a week.
  - 3.2.2. Ability to supply personnel remotely available at least 7 hours in the range from 8:00 to 15:00 Central European Time in working days with the necessary expertise and equipment for:
    - 3.2.2.1. consultations of Customer technical staff on duty, when requested;
    - 3.2.2.2. maintaining technical expertise;
    - 3.2.2.3. solution of adaptation problems of existing or new additional interacting equipment;
    - 3.2.2.4. support for training of new Customer's system administration users.
  - 3.2.3. Obsolescence management.
    - 3.2.3.1. The spare parts support shall be guaranteed for the life time of the RRS.
    - 3.2.3.2. If delivery of a particular type of spares is becoming difficult or if the manufacturing of such is stopped, the Supplier shall in advance notify the Customer.
    - 3.2.3.3. Such notification shall be accompanied by a proposal for suitable replacement of such spares, with other spares ensuring full supportability of the RRS and by a proposal for a "life time buy" allowing the Customer to procure enough to cover the remaining life time of the RRS.
  - 3.2.4. Provision of information security in the supported systems:

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3.2.4.1. the Supplier continuously monitors published and known security vulnerabilities which can influence smooth and safe operation of the supported systems. It means for example vulnerabilities in the operation systems, third party SW, web components etc.

3.2.4.2. In case such vulnerability is discovered the Supplier is obliged to inform the Customer immediately.

3.2.5.Provision of monthly report of provided service interventions.

### 3.3 Service interventions includes:

#### 3.3.1.Incident management

3.3.1.1. Analysis of the incident root cause.

3.3.1.2. Restore normal service operation.

3.3.1.3. Propose possible preventive measures.

3.3.1.4. Providing related documentation.

#### 3.3.2.Change management

3.3.2.1. A request for change may be raised in order to resolve a problem in the supported system.

#### 3.3.3.Analysis of security vulnerabilities

3.3.3.1. Analysis of possible impact of discovered vulnerability (see Article 3.2.4.2 of this Contract) on system operation.

3.3.3.2. When the possibility of negative influence on the system operation is confirmed, the Supplier is obliged to propose corrective measures.

#### 3.3.1.System documentation update

### 3.4 Repair procedures

#### 3.4.1.Detection of faulty Units and replacement

### 3.5 Third-party support and licenses includes

#### 3.5.1.Support, maintenance and license subscriptions for third-party products.

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#### **4. Price and payment terms**

4.1 The total price of this Contract is at maximum:

21 111 970,00 CZK excluding VAT

(in words: twenty-one million one hundred eleven thousand nine hundred seventy CZK)

4.2



4.3 The prices in 4.2 (it means fixed monthly payment, service rate per one hour and man-day prices) shall be adjusted upon the anniversary date of the signing of this Agreement. The revision will take place each year during the term of the Agreement using the consumer price index in the end of previous year monthly as officially published for the Czech Republic as basis. The first price increase will be applied no earlier than year 2023.

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This can be expressed as:

$$P_2 = P_1 * \left[ \frac{100 + AC}{100} \right]$$

where  $P_2$  is the new price,  $P_1$  is the old price and AC is the official annual inflation rate in the Czech Republic expressed as a percentage.

4.4 Parties have agreed on the following payment methods:

4.4.1. Payment of the Service support under Article 3.2, 3.3 a 3.4 of this Contract shall be invoiced quarterly. The invoice shall be issued by the last working day of the third calendar month of the quarter. If the Service support under Article 3.2 of this Contract occurs during the calendar quarter, the quarterly payment will be adjusted accordingly.

4.4.2. Payment of additional small-scale development under Article 2.2 of this Contract shall be invoiced after Site Acceptance Tests (SAT) acceptance of the corresponding RRS release with the new functions. The invoice shall be accompanied by the corresponding SAT Certificate.

4.5 The price is quoted in Czech crowns, which shall also be the currency used for invoices and payment.

4.6 The price is VAT exclusive, including other taxes, duties and charges. VAT shall be applied in accordance with the Act. No. 235/2004 Coll., on Value Added Tax, as amended. The total price stated in Article 4.1 of this Contract covers all costs related to the performance of this Contract and covers all other services, rights and delivery of the Supply provided by the Supplier. Any change of the total contractual price has to be performed by a written addendum concluded by both Parties in compliance with the Public Procurement Act No. 134/2016 Coll., on Public Procurement, as amended.

4.7

4.8 The Customer has no obligation to provide the Supplier with an advance payment of the contractual price.

4.9 The payment to Supplier under this Contract shall be made in Czech crowns, free of any bank charges, in favour of the Supplier in its account stated in Article 1 of this Contract.

4.10 The invoices issued by the Supplier shall be sent to the Customer's address given in Article 1 of this Contract. The invoice shall be due within thirty (30) days of receipt by the Customer.

Invoices must be marked with the ANS CR contract number which is located in the heading of this Contract, otherwise it shall be returned to the Supplier. In case of justified return of the invoice, the maturity period shall be terminated as of the date of its dispatch by the Customer and a new maturity period shall start to run on the day of the new delivery of the corrected or modified invoice to the Customer.

4.11 The final invoices have to include data required by the provisions of the Act. No. 235/2004 Coll., Value Added Tax Act, as amended.

4.12 The Customer 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 Supplier shall issue a new invoice.

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- 4.13 Detailed service report on each item of activities performed according to Article 2.1 of this Contract shall be attached to the invoice.
- 4.14 The price of other services to be provided by the Supplier as specified in Article 2.2 of this Contract shall be stipulated on the basis of preliminary calculation prepared by the Supplier and approved by the Customer.
- 4.15 All prices mentioned under Article 4.2 of this Contract are fixed and firm for the validity period of this Contract and include all costs of the Supplier associated with providing System Support in accordance with this Contract. Any change of price can be done only by an amendment signed by duly authorised representatives of the Parties.

## 5. Period of validity

- 5.1 This Contract is concluded for a definite period of time and the subject matter shall be provided from 17.1.2022 for the period of 9 (nine) calendar years.

## 6. Places of performance

- 6.1 The places of performance of the Service support are these ANS CR sites:

- 6.1.1.the ANS CR main site in Jeneč, hereinafter referred to as "IATCC", at the address "Navigační 787, Jeneč",
- 6.1.2.the Prague-Ruzyně airport tower Technical building, hereinafter referred to as "TEB", at the address "Aviatická 1039/6, Praha 6",
- 6.1.3.regional airport Brno-Tuřany, hereinafter referred to by its ICAO locator as "LKTB",
- 6.1.4.regional airport Ostrava-Mošnov, hereinafter referred to by its ICAO locator as "LKMT",
- 6.1.5.regional airport Karlovy Vary, hereinafter referred to by its ICAO locator as "LKKV", and these RX Ground Radio Stations (GRS):
- 6.1.6.Buchtův kopec, hereinafter referred to as "BUKOP",  
at the coordinates 49 39 35 N 16 08 00 E  
(Site located in the hills of "Žďárské vrchy", inside the main building of ANS CR's radar centre. Access by means of a hard-surface road.),
- 6.1.7.kopec Praha, hereinafter referred to as "KOPR",  
at the coordinates 49 39 30 N 13 49 04 E  
(Site in the hills of the "Brdy" army area. Difficult access in winter time, roads not maintained, access to the area governed by the Czech Army's security policy.),
- 6.1.8.kopec Skalky, hereinafter referred to as "KOSKAL",  
at coordinates 49 30 04 N 16 47 19 E  
(Site located in the hills of "Drahanská vrchovina", inside the building of a ČHMU radar /Czech Hydrometeorological Institute/. Access by means of a hard-surface road.),
- 6.1.9.kopec Písek, hereinafter referred to as "PISEK".  
at coordinates 49 47 06 N 14 02 05 E  
(Site in the hills of "Brdy", inside the main building of ANS CR's radar centre. Access by means of a hard-surface forest road.).

- 6.2 List of all Parties' contact persons for the purpose of this Contract shall be drawn up through the main contact points of the Parties as described in Article 7.3 of this Contract. Such communication

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shall be in written form where the Parties agree that email communication is considered to be sufficient.

## 7. Contracting the Service support

7.1 The Service support maintenance shall be provided via phone, email and remote connection, as applicable for each particular case.

7.2 Request for Service support shall be made by responsible Customer personnel to Supplier's service desk contacts:

7.2.1.via on-line problem ticket reporting and management website: <https://servisdesk.retia.cz/>.  
or

7.2.2.via telephone: +420 466 852 549 (it has to be followed by written confirmation either by email: [servisredat@retia.cz](mailto:servisredat@retia.cz) or via above defined website)

7.3 Main contact persons for the purpose of this Contract and for communication procedures mentioned in Article 6.2 and 8.1 of this Contract are as follows:

7.3.1.on behalf of the Customer:

phone:

email:

7.3.2.on behalf of the Supplier:



## 8. Obligations and responsibilities

8.1 The Customer is obliged to 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 Customer'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 (the Parties agree that email communication is considered to be sufficient) 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 main contact persons described in Article 7.3 of this Contract. The Customer is obliged to provide the Supplier with VPN access rules.

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- 8.2 The Supplier as an employer is responsible for its employees and other persons performing the work on behalf of the Supplier to observe the Customer's rules for VPN access when using RSA SecureID tokens (issued based on Article 8.1 of this Contract) and also for the loss of RSA SecureID token. The Customer shall provide the Supplier with VPN access rules. The Supplier shall compensate all damages caused by breaking these rules by its employees.
- 8.3 The Supplier warrants that the Service support provided according to this Contract (service, delivery, etc.) does not infringe any third-party rights (patents and other industrial and intellectual property rights).
- 8.4 The Supplier shall respect the Customer's rules and conditions regarding ATM system operation.
- 8.5 Obligation referenced in the Article 8.4, of this Contract is described in details in separate document "*Pravidla a podmínky pro dodavatele servisních prací pro ŘLP ČR, s.p.*". The Customer shall provide this document to the Supplier's responsible person (see Article 7.3.2 of this Contract), before this Contract comes into force according to the Article 20.3 of this Contract.
- 8.6 The Supplier shall ensure, through the responsible person (see Article 7.3.2 of this Contract), that obligation as from Articles 8.4, **Chyba! Nenalezen zdroj odkazů.** and **Chyba! Nenalezen zdroj odkazů.** of this Contract are known to persons engaged in activities related to this Contract.

## 9. Definitions

9.1 A Unit is defined as a hardware part of the RRS that:

- 9.1.1. is easily accessible and separately replaceable (e.g. plug-in unit, screwed terminals or connectors),
- 9.1.2. can be identified as a possible cause of system failure/defect,
- 9.1.3. can be a part of another Unit.

9.2 Defects severity classification:

- 9.2.1. **Blocking defect** is a defect which prevents use of the RRS for purpose of recording of voice, screen or datalink messages on any of the interfaces for the reason of a hardware or software failure of the RRS. The abovementioned statement "prevents use of the RRS for purpose of recording" means that more than 10 % of voice channels, screen channels or datalink messages are not being recorded at one of the locations IATCC, TEB, LKTB, LKMT and LKKV. Blocking defects do not apply to locations BUKOP, KOPR, KOSKAL and PISEK.
- 9.2.2. **Medium defect** is a defect which prevents full operation of the RRS in terms of usability or availability of all functions on all working positions where it is configured for use and for which an acceptable workaround or spare part is not available at the moment, but where the recording function is not affected to the extent of the Blocking defect. In addition, any situation with serious loss of redundancy (i.e. system has single point of failure) which could lead to Blocking defect is considered as Medium defect problem.
- 9.2.3. **Low defect** is a defect which prevents unrestricted and/or comfortable operation of the RRS, but does not prevent full operation of the RRS for purpose of the recording and replay.



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## 10. Service conditions

- 10.1 During the Service support, the Supplier shall warrant the RRS against malfunctions and/or defects introduced by the Customer staff while performing preventive maintenance, as long as the Customer staff follows the procedures and instructions for the work to be performed.
- 10.2 If the Customer staff by following the maintenance documentation introduces or give reasons for defects or malfunctions, such defects and malfunctions shall be covered completely and without additional costs for the Customer by the Supplier's service support.
- 10.3 The condition mentioned in Article 10.1 of this Contract shall as well cover situations, where the maintenance documentation is incomplete or inadequate, and this has undesired effects on the RRS.
- 10.4 The entire costs for the correction of deficiencies falling under Service support, inclusive the cost related to the shipments, shall be carried by the Supplier.
- 10.5 During the Service support, the Supplier shall remedy any defects which are identified in any part of the RRS.
- 10.6 If a defect of general nature objectively exists in other parts of the RRS than the one in which the defect was identified, the Supplier shall then take the necessary actions to ensure that such defects also are remedied.
- 10.7 The Supplier shall prepare a procedure for reporting defects from the Customer to the Supplier, ensuring that a defect is properly reported (by telephone, e-mail and a Supplier's specialised on-line problem ticket reporting and management website, the method and rules chosen for reporting being appropriate for each defect severity).
- 10.8 Such initial defect report (hereinafter referred to as the "**bug report**") shall not require diagnostics performed, nor the use of test software etc., but shall allow the Customer to report observations done by the technicians in shift or, for the replay and investigation applications by non-technical staff.
- 10.9 The Supplier shall acknowledge the receipt of the bug report and commence corrective measures no later than in the times given in the table in Article 10.12 of this Contract as "**Reaction time**" from the moment the defect is reported.
- 10.10 The Supplier shall either put the RRS into operation itself or advise an employee of the Customer by telephone, email or other suitable means or specify a substitute regime procedure which will ensure at least partial use of the RRS and turning the defect to a less severe one no later than in the times given in the table in Article 10.12 of this Contract as "**Restore time**" from the moment the defect is reported.
- 10.11 The Supplier shall either put the RRS into full and unrestricted operation itself or advise an employee of the Customer by telephone, email or other suitable means or specify a substitute regime procedure which will ensure full and unrestricted use of the RRS no later than in the times given in the table in Article 10.12 of this Contract as "**Resolve time**" from the moment the defect is reported.
- 10.12 The Supplier shall provide the following Reaction, Restore and Resolve times from the moment a defect is reported, regardless of working days and holidays:

	Blocking defect	Medium defect	Low defect
Reaction time	4 hours	24 hours	5 days
Restore time	72 hours	7 days	<i>not applicable</i>
Resolve time	30 days	45 days	6 months

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- 10.13 If the Supplier in order to restore full and unrestricted operation within the services RRS, introduces work-around solutions or patches or other similar non-permanent solutions, the Supplier shall as soon as possible, and in no case more than 6 months after a defect has been identified, implement a final and permanent solution.
- 10.14 Work-around solutions, patches etc. shall only be used where this can ensure full and normal operation of the RRS Unit or where the Customer explicitly has accepted such a solution in order to retain the best achievable level of operation.
- 10.15 The Supplier may use Customer's staff on site, if available, to perform diagnostics, repairs etc., but the responsibility of remedy of the defect shall solely remain on the Supplier.
- 10.16 If Customer's staff is used by the Supplier, the Supplier shall support the staff with specialist knowledge as required.
- 10.17 Standard and specialized tools and equipment needed for the Customer's maintenance of hardware and software shall be delivered as part of this Contract for each site where such a tool or equipment is applicable.
- 10.18 The Supplier shall deliver to the Customer the repaired or swapped Unit no longer than 30 days after receipt of the faulty Unit.
- 10.19 The Supplier shall provide necessary updates of the system in order to ensure support of new versions of SIP/RTSP/RTCP/RTP set of VoIP protocols, following EUROCAE ED-137 document series evolution. Support for a new version of the protocol shall be provided at the latest 1 year after the protocol has been standardized or published.
- 10.20 The Supplier shall provide necessary updates of the system in order to ensure support of new versions of the Cisco SCCP VoIP protocol. Support for a new version of the protocol shall be provided at the latest 1 year after the protocol has been standardized or published.
- 10.21 The Supplier shall provide software and firmware updates of the replay application server, recorders, streaming units and other components of RRS to the last released stable version it provides to other customers.

## 11. Penalties

11.1 If the Supplier fails, for reason other than causes beyond its control, to meet an obligation under this Contract, in particular an obligation stated in Article 10 of this Contract, then the Customer may claim from the Supplier a penalty according to defect severity as of definitions in Article 9.2 of this Contract, times specified in Article 10.12 of this Contract and other provisions in Article 10 of this Contract and in this Contract in general, of:

11.1.1. **CZK 500**, - per each breach or delay per hour for Blocking defects,

11.1.2. **CZK 2.000**, - per each breach or delay per working day for Medium defects,

11.1.3. **CZK 5.000**, - per each breach or delay per month for Low defects,

applicable to Reaction, Restore as well as Resolve times.

11.2 The obliged Party shall pay the conventional fines set forth herein regardless of whether any damage is inflicted upon the other Party in this connection and if so, what is the amount of such damage, any such damage can be claimed independently.

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11.3 The Supplier shall indemnify the Customer for all loss, damage and injury suffered or incurred by the Customer as a result of any failure by Supplier to properly perform this Contract, whether for breach of contract, defective hardware, software, services or otherwise.

11.4 If the Supplier does not hold the CAA certification according to Article 16.1 of this Contract the Customer is entitled to charge the Supplier a conventional fine of **CZK 100.000,-**

11.5 In case the Supplier breaches the rules for VPN access defined in Article 8.2 of this Contract, the Supplier shall be duty-bound to pay a penalty **CZK 100.000,-** for each violation of these rules.

## 12. Force Majeure

12.1 Each Party shall not have any legal liability to the other Party if it cannot perform its obligations under this Contract for a cause of force majeure, i.e. any event that is beyond its reasonable control.

12.2 In such a case, the Party, which is prevented from fulfilling its contractual obligations by the force majeure event, shall give notice of the event to the other Party. The contractual obligation of a given Party shall be prolonged for the time of acting of Force Majeure and its consequences.

12.3 The performance of this Contract shall be resumed as soon as practicable after such event has come to an end. If the performance of whole or part of this Contract is delayed by reason of Force Majeure for a period exceeding six (6) months, either Party may request termination of this Contract or the affected part thereof. Then the Parties shall endeavour to establish by mutual agreement on the termination of the contractual relationship; failing such an agreement, provisions of Article 18 of this Contract hereafter shall apply.

## 13. Assignment – Subcontracting

13.1 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.

13.2 The Supplier shall be entitled to subcontract, under its responsibility, any part of this Contract. In such case, however, the Supplier's responsibility for obligations against the Customer must not be affected.

## 14. Termination

14.1 In the event of material breach of contractual obligations, and after a grace period of 30 (thirty) working days, this Contract can be terminated on the basis of a written notice. Termination must be notified through a registered letter with a 30 (thirty) working days written notice to perform.

14.2 If the Supplier fails, for reasons other than causes beyond its control and/or except where such failure is ascribable to the Customer, to deliver the services or any work within the time limits agreed between the Parties, the Customer shall have the right to terminate this Contract when the ceiling of penalties, payable by the Supplier as a result of such failure, has reached 30 % of the yearly price mentioned in Article 4.2 of this Contract.

14.3 Either Party is entitled to terminate this Contract without giving a reason. Termination must be notified through a registered letter. The force and effect of the Contract shall expire 3 (three) months upon the delivery of the notice.

14.4 This Contract may be terminated by mutual agreement of both Parties.

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## 15. Liability

- 15.1 Either Party shall defend, indemnify, and hold the other Party harmless from any and all claims, losses, expenses, costs or damages directly arising from the injury to or death of any person and the damage to or loss of any property, which it has caused in the framework of this Contract.
- 15.2 The Supplier shall be liable to the Customer for damages which arise directly from the performance, incorrect performance or non-performance of the Supplier duties and obligations under this Contract.

## 16. Certificates

- 16.1 The Supplier shall declare that it holds a valid approval certificate to install, maintain, repair and modify Aeronautical Ground Facilities on the basis of compliance with requirements of Act No. 49/1997 Coll. on civil aviation, as amended, §17 and Annex No. 1 to Decree No. 108/1997 Coll., as amended, paragraph 3.3.7 – recording, monitoring and control equipment (hereinafter referred to as the “**CAA certification**”). The approval certificate has to be valid for the entire period of validity of this Contract. Failure to declare the abovementioned CAA certification by the Supplier is considered as failure of the ability to perform the subject of this Contract mentioned in Article 2.1 of this Contract with all respective consequences mentioned in this Contract, including those mentioned in Article 11 of this Contract “Penalties” and Article 12 of this Contract “Force Majeure”.

## 17. Miscellaneous

- 17.1 No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.
- 17.2 The headings used in this Contract are for convenient reference only and cannot be used for interpreting the provisions of this Contract.

### 17.3 Publication

The Supplier acknowledges that the Customer is obliged to publish this Contract pursuant to the Act No. 134/2016 Coll., on Public Procurement, as amended, 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: Supplier's bank account details, contact details, signatures on the Contract, and trade secret within the sense of § 504 of Civil Code as further specified in Article 17.4 of this Contract.

### 17.4 Trade secret

Trade secret, within the sense of § 504 of the Civil Code, means all information about price detailed in Article 4.2 of this Contract and in Annex 1 of this Contract and for this reason the price calculation specified in Article 4.2 of this Contract and in Annex 1 of this Contract will neither be published nor provided according to Article 17.3 of this Contract.

### 17.5 Personal Data Protection

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The Parties 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>

17.6 Reserved change in obligation according to Section 100 of the Public Procurement Act, as amended

17.6.1. Should the Customer incur circumstances which could not have been foreseen when this Contract was concluded and which necessitate the subsequent fulfilment of the obligation, the Customer reserves the right to extend the term of the obligation by a period strictly necessary for the period during which such circumstances prevented the timely fulfilment of the obligation.

17.6.2. In the event that the Customer for operational reasons does not consume

17.6.2.1. all hours for the Service interventions (according to the Article 4.2.2 of this Contract) as ordered by the Customer in letter B of Annex 1 to this Contract,

17.6.2.2. all number of repairs for the Repair procedures (according to the Article 4.2.3 of this Contract) as ordered by the Customer in letter C of Annex 1 to this Contract,

17.6.2.3. all hours for the Small scale developments (according to the Article 4.2.4 of this Contract) as ordered by the Customer in letter D of Annex 1 to this Contract

17.6.2.4. due to the fact that the subject matter of this Contract does not require all the Service support according to the Articles 4.2.2 – 4.2.4 of this Contract, the Supplier is not entitled to the payment of all ordered Service support as stated in Annex 1 of this Contract.

17.7 The obligations expressed in this provision shall remain binding on the Customer or Supplier even after the term or termination of this Contract.

17.8 By signing this Contract the Supplier 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 Aviation Regulation L 17 based on ICAO regulations) 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 Supplier shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

17.9 External Entities Entry to the premises and objects of the Customer

17.9.1. The Supplier shall comply with the rules of the entry of external entities to the premises and objects of the Customer. The obligations of the Supplier regarding the entry of external entities to the premises and objects of the Customer are specified on the following website: <http://www.rlp.cz/en/company/Pages/Entry.aspx>

17.9.2. In case of breach of the rules of entry of external entities according to the Article 17.9.1 of this Contract, the Supplier shall pay the Customer a contractual penalty of CZK 10.000, - (in words: ten thousand Czech Crowns) for each individual breach.

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## 18. Settlement of disputes

18.1 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 Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic. The Parties hereby agree that a court of the Customer's registered office shall be considered appropriate.

18.2 The court shall take place in Czech Republic.

18.3 This Contract is governed by Czech law.

## 19. Warranty

19.1 The Supplier shall provide a warranty period of 12 (in words: twelve) months for the Service support according to the Articles 2.2, 3.3 and 3.4 of this Contract starting from the day when a respective service action was completed.

19.2 The Customer has the right to claim the detected defects in the quality and scope of the provided Service support. Complaints can be reported in compliance with Article 7.2 of this Contract. The telephone notification must then be confirmed in writing by e-mail.

19.3 The Supplier shall remove the claimed defect of the provided Service support free of charge. This provision is valid without limitation for the duration of this Contract.

19.4 The warranty does not apply in cases where malfunctions are caused by unprofessional Customer's intervention, mechanical damage, non-compliance with operating conditions, prescribed procedures, user manual or force majeure.

19.5 Unless stated otherwise in this Contract, the warranty shall be governed by the provisions of the Civil Code

## 20. Final Provisions

20.1 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.

20.2 Both Parties declare that, regarding their own national regulations, they are fully entitled to sign the present Contract.

20.3 This Contract shall be valid upon signature by the Customer and the Supplier and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.

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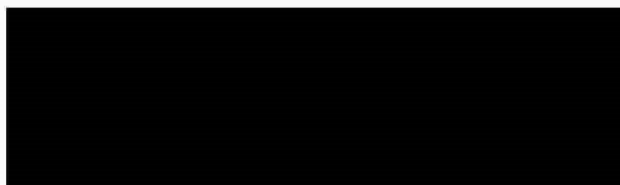
**20.4 This Contract has been signed electronically, only in one electronic copy.**

20.5 The following Annex forms an integral part of this Contract:

Annex 1: Price list



the Customer  
Jan Klas  
Director General  
Air Navigation Services of the Czech Republic



.....  
the Supplier  
Roman Bohuněk  
Chairman of the Board  
RETIA, a.s.

## **Annex 1 to the Contract - Price list**

