



**Air Navigation Services  
of the Czech Republic**

## **SERVICE CONTRACT**

### **“Aeronautical Information Management Distribution Service (AIM DS)”**

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

IBAN: CZ1203001712800000088153

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 **“Client”**)

and

##### **CAD Studio s.r.o.**

Company existing and organized under the laws of the Czech Republic

having its registered office at: Hornoplní 3322/34, 702 00, Ostrava, Czech Republic

VAT number: CZ26197081

Bank: [REDACTED]

Account: [REDACTED]

IBAN: [REDACTED]

SWIFT: [REDACTED]

Represented by: Radomír Žvak, Business Manager

(Hereinafter referred to as **“Contractor”**)

Hereinafter individually or collectively referred to as a **“Party”** or the **“Parties”**.

## 2. Subject of the Contract

2.1 The Contractor shall provide to the Client service support for the subject of the contract for work No. 407/2019/IS/120 and for the subject of the contract for consequential development No. 408/2019/IS/120, i.e. Aeronautical Information Management Distribution Service (hereinafter referred to as the „AIM DS“), concluded between the Contractor and the Client, according to Article 2.2 of this Contract (hereinafter referred to as the “Service support”). The Parties declare that they have contracts No. 407/2019/IS/120 and 408/2019/IS/120 in their possession and that the said contracts shall not be annexed hereto.

2.2 Service Support in the sense of this Contract means:

2.2.1. prophylactic service provision of AIM DS that consists of:

- 2.2.1.1. failure-state analysis with a complete or partial malfunction of the AIM DS,
- 2.2.1.2. identification of not correctly working parts and analysis of causes of not properly working parts of the AIM DS,
- 2.2.1.3. AIM DS database consistency checks,
- 2.2.1.4. processing and submitting regular Report (once a month, always up to the 15th calendar day of the month following the month when the prophylactic service was performed), that includes:
  - the result of the AIM DS system logs checks and any failure-states and the results of errors checks,
  - the result of the settings checks of individual parts of the AIM DS,
  - warnings and suggestions for resolving any errors or suggestions for solving non-standard behaviour of the AIM DS software,

2.2.2. provision of professional technical support for AIM DS that consists of:

- 2.2.2.1. provision of consultations and information to contacts of the Client stated in Annex 1 of this Contract,
- 2.2.2.2. support for users by providing advice to contacts of the Client stated in Annex 1 of this Contract regarding the instructions for:
  - control, maintenance, administration or user actions to correct system operation and to correct functionality of the AIM DS,
  - problem analysis procedures to determine the proper fix procedure of the AIM DS software error correction,
  - procedures for problem analysis and precise definition of the AIM DS software errors,
  - instructions for correction of the AIM DS software configuration,

2.2.3. security risks tracking, evaluation and its removal, based on test conducted by the Client that consist of:

- 2.2.3.1. continuous checks of vulnerabilities in the operating system, applications, program, components and / or functions used in the AIM DS system with the aim of providing information security of the AIM DS and using generally published information and other sources available to the Contractor,

- 2.2.3.2. immediate provision of information to contacts of the Client stated in Annex 1 of this Contract in case of detection of possible negative impact on the information security of the AIM DS system,

2.2.4. removal of the AIM DS defects that consists of:

- 2.2.4.1. analysis of reported defects, incl. problem detection and documentation (screenshots, data logging),
- 2.2.4.2. solution proposals, incl. consultation of the proposed solution with contacts of the Client stated in Annex 1 of this Contract,
- 2.2.4.3. delivering fixes,
- 2.2.4.4. possible installation of fixes (or AIM DS updates) and / or remote system administration after agreement with the Client,
- 2.2.4.5. defect documentation,

2.2.5. maintenance of the AIM DS technical documentation.

2.3 The Service support and all related documentation shall be provided in English or Czech language.


2.4 The Service support shall be provided via telephone, e-mail, on-line reporting tool, remote access and personal contact of the Parties in ANS CR headquarters.


2.5 The Client shall pay the Contractor for the Service support the price that is stipulated in Article 3 of this Contract.

2.6 This Contract shall not affect any rights and obligations of the Parties arising from provisions of the warranty and liability stipulated in the contracts No. 407/2019/IS/120 and 408/2019/IS/120.

### 3. Price and payment methods

3.1 The price for provision of Service support is according to Act No 526/1990 Coll, on prices, as amended, by the Parties agreed as follows:

	Item	Price per 1hour (EUR without VAT)	Number of hours for 10 years	Price per Item (EUR without VAT) per 1 month	Price per Item (EUR without VAT) for 10 years
1.	prophylactic service provision				
2.	provision of professional technical support				
3.	security risks tracking, evaluation and its removal, based on test conducted by the Client				

4.	maintenance of AIM DS technical documentation				
5.	<b>Service charge per Items 1. - 4.</b>				
6.	removal of AIM DS defects				
7.	<b>Total Price in EUR without VAT</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>311 400</b>
8.	<b>Total Price in EUR with VAT, if any</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>376 794</b>

- 3.2 The Service charge per Item No. 6. as stated in the table above shall not be charged during the Warranty period which is defined under Article 13 of the contract No. 407/2019/IS/120. The price for the Service charge per Item No. 6. shall be paid after the expiration of the said Warranty period.
- 3.3 All prices mentioned in this Contract are expressed excluding VAT, including all duties, taxes, charges and are fixed for the period of validity of this Contract. The Client is not responsible for any Contractor's obligations towards tax offices of the Czech Republic or its tax domicile.
- 3.4 Parties have agreed on the following payment methods:
- 3.4.1. Payment of Service charge according to Item No. 5 as stated in the table above (covering Items No 1. – 4.) shall be invoiced monthly on the basis of an invoice issued by the Contractor by the 15<sup>th</sup> day of the calendar day of the month following the month when the Service support was provided.
- 3.4.2. Payment for services provided according to Item No. 6. as stated in the table above shall be paid on the basis of actually provided man-hours in particular calendar month. A statement of actually performed man-hours and detailed service report shall be attached to the invoice. This payment will be made on the basis of an invoice issued by the Contractor on the last day of the respective calendar month in which the service was provided.
- 3.5 All invoices are due within 30 (thirty) days of their delivery to the Client.
- 3.6 The invoice including Client's reference No. of this Contract stipulated in the heading hereof including all enclosures according to Article 3.4.2 must be sent to the Client's address stated in Article 1 of this Contract.
- 3.7 The invoice shall fulfil all requirements of a tax document according to Act no. 235/2004 Coll., on Value Added tax, as amended and the Directive 2006/112/ES, otherwise will be returned to the Contractor. In case of duly returned invoice the due period cease to run and new maturity period starts to run from the date of the delivery of corrected or completed invoice to the Client.

#### 4. Term

- 4.1 This Contract is concluded for the period of ten (10) years starting on the date of signature of Protocol on due handover and takeover of AIM DS software according to Contract for Work No. 407/2019/IS/120.



## 5. Places of performance

- 5.1 The place of performance of this Contract is the workplace of the Contractor in case the Service support is provided via telephone, email, on-line reporting tool or remote access. In case of provision of the Service support via personal contact the place of performance is this ANS CR site: The Air Navigation Services of the Czech Republic, Navigační 787, 252 61 Jeneč, Czech Republic.

## 6. Taxes

- 6.1 The Contractor declares that its tax domicile is in the Czech Republic
- 6.2 The Client declares that its tax domicile is in the Czech Republic.
- 6.3 The contractual total price has been calculated and is expressed excluding of VAT. VAT shall be applied in accordance with the Act. No. 235/2004 Coll., on Value Added Tax, as amended and the Directive 2006/112/ES Contractual price for Service support under this Contract is final, including all taxes (except VAT). In the event the Client is required in accordance with the Act. No. 586/1992 Coll., on Income Tax, or with the applicable treaty for the avoidance of double taxation to withhold or deduct taxes upon payment of contractual price, the Contractor will receive the amount after the deduction.
- 6.4 The Client is not responsible for any Contractor's obligations to tax offices of the Czech Republic.

## 7. Service conditions

- 7.1 The Service support shall be provided via phone, email, on-line reporting tool, remote access and/or personal contacts of Parties, as applicable for each particular case.
- 7.2 Request for Service support shall be made by responsible Client personnel to Contractor's service desk contacts:
- 7.2.1. via telephone,
  - 7.2.2. by email,
  - 7.2.3. via on-line reporting tool (Contractor's problem ticket reporting website).
- 7.3 Request for Service support made via telephone shall be confirmed by the Client by email or via on-line reporting tool as soon as possible.
- 7.4 The contacts for the purpose of Service support agreed by this Contract are listed in Annex 1 of this Contract that forms an inseparable part of this Contract. Each Party may change the contact details listed in Annex 1, such change shall be made by an amendment to this Contract.
- 7.5 The Contractor's service desk shall be available during Client's working days and within Client's working hours. **Working Days means Mondays to Fridays excluding Saturdays, Sundays and recognized State holidays (in the Czech Republic). Working hours means the time during which a business or organization is running, in this case it is period between 8 a.m. and 4 p.m. in the Central European time zone.**

7.6 Each request for Service support has to be classified according to impact of the problem. Defects severity classification is defined in Article 7.7 below. In order to classify a request, Contractor's technical support personnel shall confirm with Client the impact of the reported problem to determine an 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 to reach a mutually acceptable classification. In the event the Parties are unable to reach agreement on the classification, the reported problem shall be classified at Client's assigned classification.

7.7 Defect severity classification shall be:

7.7.1. **Critical defect** is when the system is inoperative and Client's inability to use the product has a critical effect on 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 as Critical defect.

7.7.2. **Major defect** is when the system is partially inoperative but still usable by Client. The inoperative portion of the system severely restricts Client's operations, but has a less critical effect than a Critical defect. In addition, any situation with serious loss of redundancy (i.e. system has single point of failure) which could lead to Critical defect is considered as Major defect.

7.7.3. **Minor defect** is when the system is usable by Client, with little or limited impact on the function of the system. This condition is not critical and does not severely restrict overall Client operations.

7.8 The Contractor shall provide the following Reaction, Restore and Resolve times from the moment a defect is reported, regardless of working days and holidays:

	Critical defect	Major defect	Minor defect
Reaction time	4 hours	24 hours	5 days
Restore time	24 hours	5 days	<i>Not applicable</i>
Resolve time	30 days	45 days	6 months

7.9 Notification by the Contractor via telephone, e-mail, on-line reporting tool, remote access or on-site intervention shall be considered a demonstrable way to confirm the start of service action.

7.10 After initiation of the service action, the Contractor shall either put the system into operation by means of instructions, by telephone or otherwise, to the Client's responsible persons or determine the alternative procedure mode ensuring full or user unrestricted use of the system.

7.11 In cases where the operational conditions of the Client do not allow applying the abovementioned methods of remedial actions, the Contractor shall suggest to intervene at the installation site of the system on the date agreed by the Parties.

## 8. Obligations and responsibilities

8.1 External Entities Entry to the premises and objects of the Client

8.1.1. The Contractor shall comply with the rules of the entry of external entities to the premises and objects of the Client. The obligations of the Contractor regarding the entry

of external entities to the premises and objects of the Client are specified on the following website

**<http://www.rlp.cz/spolecnost/Stranky/Vstupy.aspx>**

- 8.2 The Contractor as an employer in performance of the Service support is responsible for complying with Safety and Health Protection and Fire Protection regulations by its employees or other individuals engaged in work in its favor. Any damages resulting from violation of these regulations by the Contractor's employees or other individuals engaged in work in its favor shall be borne by the Contractor. If the Contractor generates dangerous places or situations on site as a result of its activity, the Contractor shall take his own measures to secure the impending damage and shall immediately inform the Client of this fact.
- 8.3 The Client may provide to designated Contractor's employees remote access and VPN connection to the maintained system via Client's IP data network (CADIN) based on defined access privileges. An RSA SecureID token will be issued to each of these Contractor's employees, a list of which shall be delivered to the Client before the need of remote access to Client's system, against the signature of each designated Contractor's employee. The list of the designated Contractor's employees may be changed by the Contractor from time to time, nevertheless each change shall be announced to the Client without any delay. The communication regarding the list of designated Contractor's employees and its changes shall be made between the following contact persons:
- 8.3.1. on the part of the Contractor: [REDACTED]
- 8.3.2. on the part of the Client: [REDACTED]
- The list of the designated Contractor's employees and its changes shall be sent either in the form of letter sent via the postal licence holder, Data box or email with electronic signature.
- 8.4 The Contractor as an employer is responsible for its employees to observe the Client's rules for VPN access when using RSA SecureID tokens (issued based on Article 8.3) and also for the loss of RSA SecureID token. The Client is obliged to provide the Contractor with VPN access rules. The Contractor is obliged to compensate all damages caused by breaking these rules by its employees.
- 8.5 The Client shall provide the Contractor with necessary assistance upon request and, for the purposes of the Contract, the assistance means:
- 8.5.1. enable the Contractor access to its workplaces;
- 8.5.2. preparation, provision or delivery of documents to the Contractor to the extent necessary for the proper performance of this Contract, based on the prior Contractor's request and provided that Client's internal safety regulations allow this.
- 8.6 The Client agrees to enable the Contractor to use the Client's equipment and hardware components, provided that Client's internal safety regulations allow this, to perform this Contract.

## **9. Warranty**

- 9.1 The provision of Service support performed under this Contract shall be warranted by the Contractor.
- 9.2 Warranty period for the Service support is stipulated for the period of six (6) months and shall commence upon the date of placement of a modified version in the AIM DS software or completion

of removal of AIM DS defect or completion of other individual Service support according to this Contract.

- 9.3 Unless stated otherwise in the Contract, liability for defects shall be adequately governed by the provisions of the Civil Code.

## 10. Intellectual property

- 10.1 The Contractor 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).

- 10.2 The Contractor hereby grants the Client a right to use all the author crafts that originate in connection with the Service support of the Contractor in conformity and conditions of this Contract. The licence is granted as non-exclusive, unlimited and non-transferable licence to use the AIM DS software only for the purpose of the Contract.

## 11. Contractual penalties

- 11.1 If the Contractor fails, for reason other than causes beyond its control, to meet an obligation under this Contract, in particular an obligation stated in Article 7 of this Contract, then the Client may claim from the Contractor a penalty according to defect severity as of definitions in Article 7.7 of this Contract as follows:

11.1.1. € 25 per each breach or delay per hour for Critical defects,

11.1.2. € 50 per each breach or delay per calendar day for Major defects,

11.1.3. € 250 per each breach or delay per month for Minor defects,

applicable to Reaction, Restore as well as Resolve times.

- 11.2 In case the Contractor breaches the rules for remote access as stated in Article 8.4 of this Contract, the Contractor shall be duty-bound to pay a penalty € 5.000,00 for each violation of these rules.

- 11.3 In case of breach of the rules of entry of external entities according to the Article 8.1.1 of this Contract, the Contractor shall pay the Client a contractual penalty of € 385,00 (in words: three hundred eighty five Euros) for each individual breach.

- 11.4 Contractual penalty shall be paid by the obliged Party independently on the possible damage caused to the other Party. Such indemnity mentioned herewith shall be subject of separate reimbursement.

- 11.5 The detailed statement of contractual penalty claimed by the entitled Party shall be notified to the obliged Party, which shall be entitled to submit its comments (explanation and proof of the force majeure or other reason for liberation) to the entitled Party within thirty (30) days from the receipt of the notification of the statement.

- 11.6 Beyond this thirty (30) day time-limit, the obliged Party will be deemed to have not objected to the contractual penalty and will have to pay it through direct bank transfer exclusively.

## **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 and the time set forth in Article 7.8 of this Contract will be extended for necessarily needed time to overcome the causes of the delay.
- 12.3 Deliveries under and 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 three (3) months, either Party may request termination of this Contract or the affected part thereof. Then the Parties will endeavour to establish by mutual agreement on the termination of the contractual relationship; failing such an agreement, provisions of Article 17 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. The Contractor shall be entitled to subcontract, under its responsibility, any part of this Contract.

## **14. Termination**

### **14.1 Termination for material breach by the Contractor**

- 14.1.1. The Client shall have the right to terminate in whole or in part this Contract by operation of law and without necessity of a judicial decision in case the Contractor has failed to fulfil any of its material obligations under this Contract, in particular not meeting the times set forth in Article 7.8 of this Contract, for reasons other than those which are out of its control and/or with the exception of cases where the non-fulfilment of the Contractor commitments can be attributed to the Client.
- 14.1.2. The Client shall notify the Contractor of its withdrawal from the non-fulfilled part of this Contract in accordance with Article 14.1.1 of this Contract in a registered letter with forty five (45) days additional period provided for fulfilling the obligation in question.
- 14.1.3. If the Contractor fulfils its obligations during these forty five (45) days, the Client shall no longer be entitled to insist on its withdrawal from the Contract. If the Contractor does not fulfil its obligations during the said forty five (45) days, the withdrawal shall become effective upon the term of such forty five (45) days.

### **14.2 Termination for breach by the Client:**

- 14.2.1. The Contractor shall have the right to terminate in whole or in part this Contract by operation of law and without necessity of a judicial decision in case the Client has failed to fulfil any of its obligations under this Contract, in particular the failure to pay the contractual price, for reasons other than those which are out of its control and/or with the exception of cases where the non-fulfilment of the Client commitments can be attributed to the Contractor, and such failure has lasted for more than forty five (45) days. In such a case, termination shall be notified to the Client by a forty five (45) day's formal notice to perform

and shall become effective upon the term of such forty five (45) days if the Client's failure remains not cured at that time.

14.2.2. If the Client fulfils its obligations during these forty five (45) days, the Contractor shall no longer be entitled to insist on termination of this Contract.

14.3 Either Party shall have the right to terminate this Contract in case the other Party is in bankruptcy according to its national law. The legal effects of the termination shall occur on the day of the delivery of the written notice to the other Party.

14.4 After elapse of two (2) years from the effectiveness date hereof pursuant to Article 4.1 of this Contract the Client shall become entitled to terminate this Contract in writing without giving a reason for the withdrawal, with a 3 (three) months notice period from the date of delivery of the written notice to the Contractor, starting on the first day of the month following after the month in which the notice was served.

14.5 In case contract for Work No. 407/2019/IS/120 is terminated by other means than by full performance of the said contract, this Contract is automatically terminated by the date of termination of the said contract for work.

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

14.7 Liquidation settlement in case of termination

14.7.1. In case of termination for any reason whatsoever, the Parties will try to establish by mutual agreement a liquidation settlement; failure such an agreement, provisions of Article 17 of this Contract hereinafter shall apply.

## **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.

## **16. Miscellaneous**

16.1 No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.

16.2 If any of the provisions of this Contract is found, by a competent authority, to be void or unenforceable, such provision shall be deemed to be deleted from this Contract while the other provisions of this Contract shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree upon a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

16.3 The headings used in this Contract are for convenient reference only and cannot be used for interpreting the provisions of this Contract.

16.4 Civil Aviation Security

By signing this Contract the Contractor 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 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 Contractor shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

#### 16.5 Publication

The Contractor acknowledges that the Client 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 the Act No. 134/2016 Coll., on Public Procurement, as amended. The Contractor also acknowledges that the Client is obliged to provide information pursuant to the 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: Contractor's bank account details, contact persons details stated in Articles 8.3.1 and 8.3.2 of this Contract, signatures on the Contract, Annex 1 with contact details of the Parties and trade secret within the sense of § 504 of Civil Code as further specified in Article 16.6 of this Contract.

#### 16.6 Trade secret

Trade secret, within the sense of § 504 of the Civil Code, means the price per Items 1. – 4. per 1 month in Article 3.1, the price per Items 1. – 4. per 10 years in Article 3.1, the price for 1 man-hour stated in Article 3.1 Item 6. and the number of hours of removal of AIM DS defects stated in Article 3.1 Item 6., and for this reason these items will neither be published nor provided according to Article 16.5 of this Contract.

#### 16.7 Personal Data Protection

The Client and the Contractor 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 Client is available on

<http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>

#### 16.8 Reserved changes in obligation

- 16.8.1. In case the Client, within the term as stated in Article 4.1 of this Contract, detect, due to the lack of/smaller amount of AIM DS defects, lower need for removal of AIM DS defects and due to this reason has not spent the whole scope of this Contract as stated in Article 3.1 Item 6. of this Contract, the Client reserves, according to § 100 of the Act No. 134/2016 Coll, on Public Procurement, as amended, the right not to consume all the man-hours stated in the mentioned Article 3.1 Item 6. of this Contract. In such a case the Client shall not be obliged to pay for the unused amount of man-hours. The actually consumed man-hours shall be stated in a statement of actually performed man-hours according to Article 3.4.2.
- 16.8.2. In case the Client, within the term as stated in Article 4.1 of this Contract, detect, due to the higher amount of AIM DS defects, higher need for removal of AIM DS defects, the Client reserves, according to § 100 of the Act No. 134/2016 Coll, on Public Procurement, as amended, the right, to call more man-hours beyond the scope of this Contract as stated in Article 3.1 Item 6. of this Contract, nevertheless max. for 500 (in words: five hundred) man-hours for the price per hour as stated in Article 3.1 Item 6. of this Contract.
- 16.8.3. In case the Client decides to use the AIM DS software after the term as stated in Article 4.1 of this Contract, the Client reserves, according to § 100 of the Act No. 134/2016 Coll, on Public Procurement, as amended, the right to prolonge the effectiveness of this Contract for maximum of 5 years for the service charge as stated in Article 3.1 Item 5. of this Contract



and call more man-hours beyond the scope of this Contract as stated in Article 3.1 Item 6. of this Contract for the price per hour as stated in Article 3.1 Item 6. of this Contract. Such scope of Service support shall be maximum of 500 (in words: five hundred) man-hours per the prolonged term of this Contract.

16.9 The Contractor declares that it is sufficiently insured to cover its liability under this Contract for damage caused to third parties.

## 17. Settlement of disputes

17.1 All disputes arising out or in connection with the present Contract shall be finally settled under the appropriate court of the Czech Republic. The Parties agree that a court of Client's registered office shall be considered appropriate.

17.2 This Contract is governed by Czech law.

## 18. Coming into force

18.1 Both Parties declare that the individual Clauses 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.

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

18.3 This Contract shall be valid upon signature by both Parties and shall enter into force on a day stated in Article 4.1 of this Contract. The Contract shall be deemed as null and void if the registration is not completed within three (3) months since the signature of the Contract by both Parties.

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

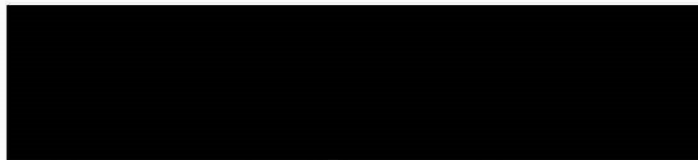
List of Annexes:

Annex 1 Contacts



30.07.2020 12:01:13

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



.....  
Jan Binter  
Executive Director  
CAD Studio s.r.o.

## Annex 1 – Contacts

