**Air Navigation Services
of the Czech Republic**

Contract for Consequential Development

"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: Hornopolní 3322/34, 702 00, Ostrava, Czech Republic
VAT number: CZ26197081
Bank: ███████ ███████ ██
Account: ████████████
IBAN: ███████████████████████
SWIFT: ████████████
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 matter

2.1 Upon the terms and subject to the conditions herein contained, the Contractor undertakes to provide the adjustments, changes and development of software for Aeronautical Information Management Distribution Service (hereinafter referred to as „AIM DS software") delivered by the Contractor to the Client according to Contract for Work No. 407/2019/IS/120 and its connection to other Client`s systems on the basis of operational experience and requirements of users and further interconnected systems in order it corresponds to the internal requirements of the Client and the requirements of the European air traffic management environment in the scope stated in Article 2.2 hereunder and for the term as stated in Article 6.1 below (hereinafter referred to as "AIM DS consequential development"). The Parties declare that they have contract No. 407/2019/IS/120 in their possession and that the said contract shall not be annexed hereto.

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2.3 Every AIM DS consequential development shall be agreed by the Parties in a form of individual order. The detailed subject of performance of an individual AIM DS consequential development shall be described in a respective individual order.

2.4 Every AIM DS consequential development shall be supplemented by complete technical documentation describing the AIM DS consequential development and by update of technical documentation, including EC Declaration of Suitability for Use (DSU) of complete AIM DS software in English or Czech language.

2.5 The Contractor undertakes to perform AIM DS consequential development duly and in time. The Client undertakes to take over AIM DS consequential development and to pay to the Contractor for AIM DS consequential development under the terms and conditions defined hereafter. The Price of AIM DS consequential development is given in Article 4 of this Contract.

3. Negotiation about the deliverables of individual orders

3.1 Negotiating process of an individual order for AIM DS consequential development between the Parties shall start upon sending of a call for offer by the Client to the Contractor. This call shall include at least the following:

    3.1.1. technical specification of the required performance;

    3.1.2. maximum time required for completion of individual AIM DS consequential development.

3.2 By twenty (20) days of delivery of the call, the Contractor shall send to the Client a preliminary offer including the completion time, scope of man-hours needed for completion of required performance, and possibly comments regarding description of the work.

3.3 Provided that the Contractor has not comments regarding the description of the work, and provided that it is sufficient as a definition of the subject-matter of the individual order, and provided that the scope of man-hours and completion time is acceptable for the Client, the Parties shall draw up the individual order. If it is to the contrary, personal negotiation shall be agreed between the Parties where all issues shall be discussed, which need to be resolved so

that the Parties may enter into the individual order. Negotiations may be held repeatedly and the issues may be also discussed in correspondence.

3.4 When the Parties stipulate all conditions of the individual AIM DS consequential development, they shall draw it up.

4. Price

4.1 The Contractor and the Client have agreed that the contractual price for the AIM DS consequential development defined in Article 2 of this Contract is:

4.1.1. 450.000,00 EUR excluding VAT (In words: Four Hundreds Fifty Thousand Euros) per the term as stated in Article 6.1 of this Contract;

4.1.2. ██ ████ ████████ ████ ██ ██████ █████ █████ ██ one (1) man-hour.

4.2 The contractual price stated in Article 4.1 of this Contract covers all costs, charges, duties, licences in accordance with Article 15 of this Contract and all other expenses related to the performance of AIM DS consequential development and covers all other services, rights, installation, configuration and delivery provided by the Contractor. Any change of the 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., as amended.

5. Payment terms

5.1 The payment to the Contractor under this Contract shall be made in Euros, free of any bank charges, in favour of the Contractor in its account referred to in Article 1 of this Contract.

5.2 Client's payments shall be made based on invoices - tax documents issued by the Contractor (hereinafter referred to as the "Invoice"). The Invoice shall be issued after complete and due performance of individual AIM DS consequential development. The Invoice shall be due within 30 calendar days of its reception by the Client.

5.3 Corresponding Protocol on due handover and takeover of individual AIM DS consequential development as stated in Article 9.1 of this Contract and statement of actually performed man-hours shall be attached to the Invoice.

5.4 An Invoice including Client`s reference No. of this Contract stipulated in the heading hereof including all enclosures according to Article 5.3 must be sent to the Client's address stated in Article 1 of this Contract.

5.5 The Invoice shall fulfil all requirements of a tax document according to Act no. 235/2004 Coll., on Value Added Tax, as amended, 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 on the delivery of corrected or completed Invoice to the Client.

6. The Term

6.1 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.

7. Place of performance

7.1 The place of performance of this Contract is this ANS CR site: The Air Navigation Services of the Czech Republic, Navigační 787, 252 61 Jeneč, Czech Republic.

8. Site acceptance test (SAT)

8.1 The Contractor hereby undertakes to install the AIM DS consequential development, integrate it with AIM DS software and other systems of the Client and duly test the functionality of AIM DS consequential development via SAT.

8.2 The test documentation shall be prepared in English or Czech by the Contractor and sent to the Client for approval at least thirty (30) days before SAT.

8.3 SAT will be performed after completing the AIM DS consequential development installation, configuration, setting and tuning.

8.4 SAT shall be executed with the following rules:

8.4.1. finding of non-blocking errors/functions will be listed in the SAT record specifying the date when the error is repaired;

8.4.2. finding of blocking errors/functions preventing the use of the AIM DS system will cause SAT interruption. SAT shall be repeated in the whole range entirely;

8.4.3. in case of not successful SAT the new date of SAT shall be agreed by both Parties. The deadline set in individual AIM DS consequential development order shall be strictly observed;

8.4.4. SAT shall be considered to be completed upon the signature of SAT certificate.

8.5 The Contractor shall be responsible for test tools that may be necessary for the tests.

8.6 The Contractor undertakes that the implementation of individual AIM DS consequential development shall not result in exceeding of the performance of the Client's current hardware and operational system.

8.7 The Contractor shall be liable for the functionality of the AIM DS consequential development and AIM DS software and for its compatibility with the current environment of the Client.

9. Handover

9.1 Upon complete performance of individual AIM DS consequential development the Contractor and the Client shall sign the Protocol on due handover and takeover that shall confirm that the individual AIM DS consequential development was duly handed over to the Client and that shall include:

9.1.1. Identification of contract,

9.1.2. Identification of handing over and receiving parties,

9.1.3. Subject of acceptance (including accessories),

9.1.4. List of delivered documentation (including technical documentation, SAT certificate),

9.1.5. List of software licenses acquired as part of the delivery (including third party software licenses),

9.1.6. Pending items and defects found that do not prevent takeover (including defect removal or pending items delivery date),

9.1.7. Date and place of delivery and acceptance,

9.1.8. Signatures of handing over and receiving representatives.

10. Taxes

10.1 The Contractor declares that its tax domicile is in the Czech Republic

10.2 The Client declares that its tax domicile is in the Czech Republic.

10.3 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. Total contractual price for AIM DS consequential development 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 withold or deduct taxes upon payment of the contractual price, the Contractor will receive the amount after the deduction.

10.4 The Client is not responsible for any Contractor`s obligations to tax offices of the Czech Republic.

11. Obligations and responsibilities

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

11.1.1. 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

11.2 The Contractor as an employer in performance of this Contract 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.

11.3 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:

11.3.1. on the part of the Contractor: ████ ████ ████ ████████████████

11.3.2. on the part of the Client: ████ ████ ████ ████████

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.

11.4 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 11.3 of this Contract) 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.

11.5 The Client shall provide the Contractor with necessary assistance upon request and, for the purposes of the Contract, the assistance means:

11.5.1. enable the Contractor access to its workplaces;

11.5.2. 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.

11.6 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.

12. Warranty

12.1 The Contractor is liable that individual AIM DS consequential development has the parametres stipulated in individual consequential development order (this liability hereinafter referred to as the „Contractor´s Warranty").

12.2 The individual AIM DS consequential development delivered by the Contractor under this Contract shall be warranted for a period of twenty four (24) months starting from signature of Protocol on due handover and takeover of individual AIM DS consequential development (hereinafter reffered to as the „AIM DS consequential development Warranty period").

12.3 The Contractor shall warrant AIM DS consequential development against all defects and failures during the AIM DS consequential development Warranty Period.

12.4 For such defects, which have been identified prior to the expiration of the AIM DS consequential development Warranty Period, but not remedied within the AIM DS consequential development Warranty Period, the AIM DS consequential development Warranty period shall extend until the remedial actions have been completed and the effect of the action has been adequately verified.

12.5 During the AIM DS consequential development Warranty Period the Contractor shall warrant the AIM DS consequential development against malfunctions and/or defects introduced by the Customer staff while performing preventive maintenance as long as the Client staff follows procedures and instructions for the work to be performed.

12.6 If the Client staff by following the maintenance documentation introduces or gives reasons for defects or malfunctions, such defects and malfunctions shall be covered completely by the Contractor´s Warranty and without additional costs for the Client.

12.7 The condition mentioned in Article 12.5 of this Contract shall as well cover situations where the maintenance documentation is incomplete or inadequate, and this has undesired effects on the AIM DS software.

12.8 The entire costs for the correction of deficiencies falling under the Contractor´s Warranty, inclusive the cost related to the shipment shall be carried out by the Contractor. In case of breach of the warranty duties of the Contractor, the Client has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Contractor.

12.9 During the AIM DS consequential development Warranty Period, the Contractor shall remedy any defects which are identified in any part of the AIM DS consequential development at his own expenses.

12.10 During the AIM DS consequential development Warranty Period the Service conditions pursuant to Service Contract No. 409/2019/PS/030 concluded between the Parties shall apply. The Parties declare that they have contract No. 409/2019/PS/030 in their possession and that the said contract shall not be annexed hereto.

12.11 Unless stated otherwise in this Contract the liability for defects follows the Section 2615 et seq. of the Civil Code.

13. Ownership right and risk of damage

13.1 The ownership to tangible objects delivered according to this Contract shall be transferred to the Client upon signing of the Protocol on due handover and takeover of individual AIM DS consequential development by both Parties. The risk of damage is transferred together with the ownership title.

14. Contractual penalties

14.1 If the Contractor fails, for reasons other than causes beyond its control, to present in time the individual AIM DS consequential development in accordance with the provisions of the time schedule in individual order and after a grace period of thirty (30) calendar days, the Client may claim from the Contractor, a contractual penalty in the amount of zero point zero five per cent (0.05 %) of the price of the individual AIM DS consequential development according to Article 3.3 of this Contract per full day of delay.

14.2 If the Contractor fails, for reason other than causes beyond its control, within the Warranty Period, to meet the Reaction, Restore and Resolve times according to Article 7 of Contract No. 409/2019/PS/030, then the Client may claim from the Contractor a penalty according to defect severity as per Contract No. 409/2019/PS/030.

14.3 In case the Contractor breaches the rules for remote access as stated in Article 11.4 of this Contract, the Contractor shall be duty-bound to pay a penalty € 5.000,00 for each violation of these rules.

14.4 In case of breach of the rules of entry of external entities according to the Article 11.1.1 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.

14.5 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.

14.6 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.

14.7 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.

15. Copyright and intellectual property

15.1 The copyrights and all intellectual property rights to the AIM DS consequential development shall remain the property of the Contractor. The Contractor hereby grants the Client a non-exclusive, non-transferable and unlimited licence to use AIM DS consequential development only for the purpose of the Contract.

15.2 Protocol on due handover and takeover shall contain a separate document containing a detailed list of all SW licences of third parties provided by the Contractor as part of provision of the AIM DS consequential development according to this Contract. At least the following details must be provided for each third party SW licence: text of software license or Standard License name (e.g. GNU GPLv2 or BSD), identification of the document based on which the Contractor acquired the licence; exact name of the obtained software according to the manufacturer; edition, version, type (as relevant); number of acquired licences; licence limitations – e.g. identification of the language version, bit version, user/device, data centre, CPU, CORE possibly other operational limitations – location, country and other (as relevant); type of licence and licence programme (OEM, OLP, SELECT, possibly others); the scope of provided support (duration, beginning and end) or direct link to the Contract.

15.3 The Contractor hereby declares and ensures the Client that all third parties software licences provided by the Contractor during the performance of this Contract have been obtained by respective third party.

15.4 If applicable, a complete list of open source software and/or free software used for the performance of this Contract shall be provided by the Contractor. The type of license agreement shall be listed to each open source software and/or free software (if it concerns a standard license agreement such as GPLv2, GNU GPL, BSD License, etc.), or the full license agreement shall be provided to the Client. The Contractor is responsible that the open source software and/or free software is used in compliance with the license terms that apply to the use of the respective open source software and/or free software. The Client shall not be liable for any breach of the licenses related to the open source software and/or free software used by the Contractor to perform the Contract.

15.5 The Contractor shall protect the Client from any claims made against supposed breach of copyright and/or patent right as a result of the use and/or any handling of AIM DS consequential

development by the Client authorized by the Contractor. This protection is conditional upon giving to the Contractor written notice of any claim for infringement within a period not exceeding five (5) calendar days after the Client acquired knowledge of said claim. This protection is also conditional upon permitting the Contractor (at its expense) to conduct on the Client's behalf any litigation or negotiations in respect thereof. Only in such a case, the Contractor shall reimburse the Client for all costs, fines or damages incurred by the Client due to the Contractor's breaching of its obligations described under the Article 15 of this Contract provided that the Client can justify the reasonable fees payed in relation to that claims. The foregoing states the Contractor entire liability for patent, copyright, design and trademark infringement.

15.6 Should a court or an arbitrator finally establish that there has been a copyright and/or patent infringement, or should the Contractor consider that AIM DS consequential development might give rise to a claim or suit for infringement, then the Contractor may at its sole options:

15.6.1.   obtain the right, at its own expense, for the Client to continue the use of AIM DS consequential development,

15.6.2.   substitute equivalent equipment to the infringing pieces of AIM DS consequential development,

15.6.3.   modify the infringing pieces of AIM DS consequential development so as to eliminate the infringement.

15.7 In case of replacement or modification, the Contractor warrants that the software shall have the same functionalities as AIM DS consequential development that is being replaced or modified. The options described above shall constitute the sole remedy to the Client in case of infringement of third parties' copyright and/or patent.

15.8 The Client warrants that any designs or instructions that may be furnished or given to the Contractor for the purpose of performance of this Contract shall not cause the Contractor to infringe any patent, registered design, trademark or copyright. The Client shall, in this respect, hold harmless and indemnify the Contractor in the same way as provided under Article 15.5 of this Contract.

15.9 For avoidance of any doubts, the Parties hereby declare, that all data, configurations, user settings or templates created by means of the software or contained therein, shall be subject to intellectual property rights of the Client and the Contractor shall be entitled to use them during performance of this Contract on the basis of explicit instruction given by the Client. Upon termination of this Contract, the Contractor hereby undertakes, upon Client´s request, to provide all the cooperation with migration of the above mentioned data for the purpose of its further use. Such cooperation shall be included in price as stated in Article 4.1 of this Contract.

16. Force Majeure

16.1 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.

16.2 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 individual AIM DS consequential development order will be extended by the number of days necessary to overcome the causes of the delay.

16.3 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 22 of this Contract hereafter shall apply.

17. Assignment – subcontracting

17.1 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.

18. Termination

18.1 Termination for material breach by the Contractor

18.1.1.   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 conditions set forth in individual AIM DS consequential development order, 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.

18.1.2.   The Client shall notify the Contractor of its withdrawal from the non-fulfilled part o this Contract in accordance with Article 18.1.1 of this Contract in a registered letter with forty five (45) days additional period provided for fulfilling the obligation in question.

18.1.3.   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.

18.2 Termination for breach by the Client:

18.2.1.   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 price of individual AIM DS consequential development, 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.

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

18.3 Either Party shall have the right to terminate this Contract in the case that 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.

18.4 After elapse of two (2) years from the effectiveness date hereof pursuant to Article 6.1 of this Contract the Client shall become entitled to terminate this Contract in writing without giving

a reason for the withdrawal, with a six (6) month 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.

18.5 In case contract for Work No. 143/2019/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.

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

18.7 Liquidation settlement in case of termination

18.7.1. 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 22 of this Contract hereinafter shall apply.

19. Liability

19.1 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.

20. Certificates

20.1 The Contractor shall, according to Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91 in connection with Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network (the interoperability Regulation), provide the Client with EC declaration of suitability for use (DSU) for every individual AIM DS consequential development and with update of DSU of AIM DS software.

21. Miscellaneous

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

21.2 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.

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

21.4 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.

21.5 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 11.3.1 and 11.3.2 of this Contract, signatures on the Contract and trade secret within the sense of § 504 of Civil Code as further specified in Article 21.6 of this Contract.

21.6 Trade secret

Trade secret, within the sense of § 504 of the Civil Code, means the price for 1 man-hour stated in Article 4.1.2 and the scope of AIM DS consequential development stated in Article 2.2 and for this reason these items will neither be published nor provided according to Article 21.5 of this Contract.

21.7 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

21.8 Reserved changes in obligation

21.8.1.   In case the Client, within the term as stated in Article 6.1 of this Contract, detect, due to the lack of/smaller amount of requirements to provide the adjustments, changes and development of AIM DS software on the basis of operational experience and security and other requirements of the Client and the requirements of the European Air Traffic Management environment and the relevant legislation, lower need for AIM DS consequential development and due to this reason has not spent the whole scope of this Contract as stated in Article 2.2 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 2.2 of this Contract. In such a case the Client shall not be obliged to pay for the unused amount of man-hours.

21.8.2.   In case of change of national, international or European legislation in air traffic management sector having impact on the functionalities of AIM DS software, 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 2.2 of this Contract for the price as stated in Article 4.1.2 of this Contract.

21.8.3.   In case the Client decides to use the AIM DS software after the term as stated in Article 6.1 of this Contract, the Client reserves, according to § 100 of the Act No. 134/2016 Coll, on Public Procurement, as amended, the right to prolong the effectiveness of this Contract for maximum of 5 years and call more man-hours beyond the scope of this Contract as stated in Article 2.2 of this Contract for the price as stated in Article 4.1.2 of this Contract. Such scope of AIM DS consequential development shall be maximum of 2 500 (in words: two thousand five hundred) man-hours per the prolonged term of this Contract, nevertheless no more than 900 (in words: nine hundred) man-hours per year.

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

22. Settlement of disputes

22.1 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.

22.2 This Contract is governed by Czech law.

23. Enter into force

23.1 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.

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

23.3   This Contract shall be valid upon signature by both Parties and shall enter into force on a day stated in Article 6.1 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.

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

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

Digitálně podepsal Ing.

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

Lukáš Beránek

Digitálně podepsal Lukáš Beránek
Datum: 2020.07.22 09:23:51 +02'00'