



Air Navigation Services of the Czech Republic

“Framework Agreement on System Modifications”

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

concluded pursuant to Section 1746 paragraph 2 of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”)

1. Parties

Air Navigation Services of the Czech Republic (ANS CR)

A state enterprise incorporated under the laws of the Czech Republic

Represented by: Jan Klas, General Director

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

Company Identification Number: 497 10 371

VAT Identification Number: CZ699004742

IBAN: CZ50 0300 1751 5000 0008 8153

SWIFT code: CEKOCZPP

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

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

and

INDRA NAVIA AS

Company existing and organized under the laws of Norway

having its registered office at Hagaløkkveien 16, NO-1383 Asker, Norway

Company Identification Number: 914 785 200

VAT number: NO 914 785 200 MVA

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Represented by: Terje Moldestad CCO and Kjell Øyvind Aasene International Sales Manager

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

(the Client and the Contractor hereinafter jointly referred to as the “**Parties**”)

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2. Preamble

2.1 Whereas

2.1.1. the Client has an interest in modification and/or evolution of the A-SMGCS - InNOVA system which was delivered to the Client according to the Contract 124/2016/IS/173 as of 6th October 2016, as further amended (hereinafter collectively referred to as the "**System**"),

2.1.2. the Contractor agrees to deliver the development to the System, based upon mutual agreement between the Parties,

2.1.3. the Contractor as the current supplier of the System is able to secure future development, it has the knowledge and skills allowing it to provide the Client with the Work in the highest available quality, is able to and shall act with the knowledge and diligence usually associated with its objects or its profession or status, meets all conditions and requirement stipulated in this Contract and is entitled to enter into the present Contract and duly meet the obligations contained herein.

the Parties agree on entering into the present Contract.

3. Subject-matter of the Contract

3.1 The subject-matter of the Contract is the obligation of the Contractor to provide the Client with modification and/or evolution of the existing System in order to correspond to the internal requirements of the Client within the limits set in this Contract and to the requirements of the European ATM environment (hereinafter referred to as the "**Work**") and the Client undertakes to pay the price to the Contractor for the Work under the terms and conditions defined hereafter. The Price of the Work will be agreed for each specific Request for Change.

3.2 Every System modifications and/or evolutions shall be agreed by the Parties in a form of a Request for Change which formation is described in Article 4 of this Contract. The template of a Request for Change forms an Annex 1 of this Contract.

3.3 A Request for Change is composed of one or several Engineering Change Requests (hereinafter referred to as "the **ECR**").

4. Mechanism for a Request for Change

4.1 Negotiating process of an individual Request for Change between the Parties shall start upon sending of a written call for Request for Change by the Client to the Contractor. This call shall include at least the following:

4.1.1. technical specification of the Work, its scope, terms, or at least the goals of performance;

4.1.2. maximum time required for completion of individual Change Request.

4.2 By 21 (twenty-one) days of delivery of the call for Request for Change, the Contractor shall send to the Client a preliminary estimation including the completion time, a price, and possibly comments regarding description of the Work (hereinafter referred to as "**Estimation**"). The Contractor is not entitled to any compensation or reimbursement in connection with drafting the Estimation.

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- 4.3 The Client shall consider the Estimation and the Parties shall thereafter mutually negotiate on the final technical specification of all the ECRs of the respective Request for Change.
- 4.4 Once the final technical specification and scope of all the ECRs of the respective Request for Change is agreed between the Parties, the Contractor shall provide the detailed price calculation of the respective Request for Change.
- 4.5 After the mutual agreement of the Parties on the final technical specification and detailed price calculation, the Request for Change shall be signed by the Parties' authorized persons (hereinafter referred to as the "**Authorized Persons**"). The Authorized Persons who are entitled to sign Requests for Change are as follows:
- 4.5.1. Authorized Person on the side of the Client:
- 4.5.1.1. Name: [REDACTED]
- 4.5.2. Authorized Persons on the side of the Contractor:
- 4.5.2.1. Name: [REDACTED]
Mobile [REDACTED]
- 4.5.2.2. Name: [REDACTED]
Mobile [REDACTED]
- 4.6 The Contractor is further obliged to change or amend functional baseline, allocated baseline and other documents (hereinafter referred to as the "**System Documentation**") relating to the System on the basis of Request for Change.

5. Delivery Procedures

5.1 Critical Design Review

- 5.1.1. Before the start of Change Request implementation the Critical Design Review Document further specifying the technical solution in more details shall be drawn up by the Contractor and agreed by both Parties.

5.2 Factory Acceptance Test

- 5.2.1. Prior to the shipment of the HW according to particular ECR, it shall be submitted to a factory approval. The Contractor shall send test plans for FAT including details of FAT to the Client for review and approval at least 10 working days before FAT.
- 5.2.2. If, during the factory acceptance, the HW is found to be defective, the Contractor shall rectify defects within a reasonable time and shall resubmit the HW to another factory inspection.
- 5.2.3. Once factory approval and acceptance has been successfully completed, both Parties shall sign a Factory Acceptance Certificate (FAT), within one day of such completion. The Client may not refuse or delay the signature of a Factory Acceptance Certificate (FAT).

5.3 ECR Acceptance Test and Site Acceptance Review

- 5.3.1. Each individual ECR will be subject to an ECR Acceptance Test (EAT) on Site to check that it complies with the technical specification.

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- 5.3.2. Subject to being included in the Request for Change, the Work as described in Article 3 of this Contract shall be subject to a Site Acceptance Review (SAR) to check that all the ECR Acceptance Tests (EATs) have been successfully performed.
- 5.3.3. EATs shall be performed by the Contractor together with the Client in accordance with relevant Request for Change. The Contractor shall send test plans for EAT including details of EAT to the Client for review and approval at least 10 working days before EAT.
- 5.3.4. The Contractor shall announce its readiness for EAT and propose the date of EAT at least 14 days before its performance. If such a date is not acceptable for the Client, the Client shall propose another date for EAT within three weeks of originally proposed date and the Parties shall make best effort and agree the date of EAT. In case the Parties are not able to agree on the date of EAT within three weeks from the originally proposed date by the Contractor, EAT may be performed without Client's presence.
- 5.3.5. Upon successful completion of EATs in accordance with the criteria set forth in Request for Change, Authorized Persons and the Client shall sign the EAT Certificate at the date of completion of EAT. Any minor defects found out during EAT which do not prevent the ECR from being accepted, shall be designated in EAT Certificate and corrected within an agreed period.
- 5.3.6. In case of unsuccessful EAT as per the criteria set forth in Request for Change, the Contractor shall remove all the defects found out during EAT, which prevent the ECR from being accepted, at its own expenses no later than within forty (40) days, and provide the conditions for another EAT.
- 5.3.7. Upon completion of all EATs, Authorized Persons of the Parties shall sign the Site Acceptance Review Certificate (SAR Certificate), if agreed in the Request for Change, at the date of the completion of the last EAT.

6. Price and the Payment Terms

- 6.1 The Parties agree that price for the performance of the Work shall be agreed in the specific Request for Change and shall not exceed the maximum amount of 23 000 000 NOK (in words: twenty three millions NOK) exclusive of value-added tax (VAT), including other taxes, duties and levies.
- 6.2 The terms of payment shall be set as follows:
- 6.2.1. Upon a signature of the CDR Certificate according to the article 5.1.1 of this Contract, the amount of 40 % of the total price of the subject of Request for Change shall be paid by the Client against an invoice issued by the Contractor. A copy of such CDR Certificate shall be attached to the invoice.
- 6.2.2. Upon a signature of the FAT Certificate on the HW according to the article 5.2.3 of this Contract, the amount of 40 % of the value of HW delivered according to individual ECR shall be paid by the Client against an invoice issued by the Contractor. A copy of such FAT Certificate shall be attached to the invoice.
- 6.2.3. Upon a signature of the EAT Certificate according to the article 5.3.5 of this Contract, the amount of 60 % of the value of SW provided according to individual ECR shall be paid by the Client against an invoice issued by the Contractor. A copy of such EAT Certificate shall be attached to the invoice.
- 6.2.4. Upon a signature of the EAT Certificate according to the article 5.3.5 of this Contract, the amount of 20 % of the value of HW delivered according to individual ECR shall be paid by the Client against an invoice issued by the Contractor. A copy of such EAT Certificate shall be attached to the invoice.

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- 6.3 The Client's payments shall be based on invoices issued by the Contractor (hereinafter referred to as the "**Invoice**"). The invoices shall be due within 30 calendar days of their reception by the Client.
- 6.4 In the case of justified returning of an invoice, its maturity period is suspended on the day it is sent back by the Client and a new maturity period starts to run upon new delivery of a corrected or amended invoice to the Client. The invoice must be corrected within 10 days of its delivery to the Contractor at the latest.
- 6.5 The price of the Work under the Request for Change includes all costs associated with implementation of the Request for Change hereunder and provision of the License for the use of the System if applicable.
- 6.6 The Client undertakes under the conditions stipulated by this Contract to pay the respective sum for the Request for Change delivered in due time and manner, whereas such payment shall meet all conditions stipulated herein.
- 6.7 The payment to the Contractor under this Contract shall be made in NOK, free of any bank charges, in favour of the Contractor in its account referred to in Article 1 of this Contract.
- 6.8 Each invoice, marked with Client's Contract number which is located in the heading of this Contract, including all its attachments as stated in Article 6.2 of this Contract, must be sent in written form on the address of the Client as stated in Article 1 of this Contract or via email from Contractor's email address [REDACTED] to Client's email address fakturace@ans.cz, otherwise it shall be returned to the Contractor.
- 6.9 All sums are to be paid by bank transfer to the account of the Contractor. A sum is considered to have been paid as of the day it is sent to the recipient's account, as stated on the relevant document.

7. Terms of the performance

- 7.1 The Work shall be delivered DAP TEB – Technical Building, Aviatická 1039/6, 161 00 Praha 6, Czech Republic according to the International chamber of Commerce Incoterms 2022.

8. Taxes

- 8.1 The Contractor declares that its domicile is in Norway.
- 8.2 The Client declares that its domicile is in the Czech Republic.
- 8.3 The contractual total price has been calculated and is expressed excluding of VAT, which, if any, shall be borne by the Client. VAT shall be applied in accordance with the Act. No. 235/2004 Coll., on Value Added Tax, as amended. Total contractual price for the System under this Contract is final, including all taxes (except VAT).
- 8.4 All terms of payment according to the Contract shall be subject to the tax laws of the Czech Republic and Double Taxation Agreement between the Czech Republic and Norway.
- 8.5 The Client is not responsible for any Contractor obligations to tax offices of the Czech Republic.

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9. Delivery conditions

- 9.1 The Contractor guarantees that the Work that is delivered in accordance with signed and agreed Request for Change shall be delivered taking into consideration that the System shall be functional and operational, shall be implemented at the highest level in conformity with state-of-the-art technological procedures, while maximally using experience, knowledge and expert capacity and shall have the required quality, performance and agreed properties as well as compatibility with the existing Client's data environment.
- 9.2 The Contractor undertakes that the implementation of the complete and handed over Work shall not result in exceeding of the performance of the Client's current hardware and operational system, as known to and/or informed by the Client to the Contractor. The Contractor declares that the Work shall be implemented in conformity with the regulations, which apply to the Work.
- 9.3 The Contractor shall further ensure that the System modifications implemented through the Request for Change comply with the relevant legislation of the European union, at the time of delivery of the actual System modification, (especially Regulation of the European Parliament and of the Council (EC) No 550/2004 on the provision of air navigation services in the single European sky, Commission Implementing Regulation (EU) 2019/317 laying down a performance and charging scheme in the single European sky and repealing Implementing Regulations (EU) No 390/2013 and (EU) No 391/2013, Commission Implementing Regulation (EU) 2017/373 laying down common requirements for providers of air traffic management/air navigation services and other air traffic management network functions and their oversight and to the specific legislation regulating the civil aviation sector such as SES II legislation, SESAR Implementation Package 1, final wording of SESAR Implementation Package 2 or, as the case may be, the SESAR Implementation Package 3. The Contractor shall provide the Client with any and all documentation required to be delivered at the time of the delivery of the actual System modification and the Contractor is obliged, based on its best endeavour, to inform the Client on the need to change the System in order to adhere to the above legislation without any undue delay after such change to the legislation is passed. Such information of the Contractor shall be delivered to the Client in writing in advance, giving the Client adequate time, no less than 1 calendar month, to assess such need for change and also giving the Contractor adequate time to implement such change timely to advise the Client which actions that may be required to be taken so that the System is always in line with the abovementioned legislation. The Client may upon assessment order without undue delay under the Request for Change mechanism of Article 4 hereof to implement such change. Any change to the System based on Czech or European legislation requirements that is not specifically required by the Client is subject to a prior written approval of the Client. The Client is entitled not to grant such an approval and in that case the Contractor is not allowed to perform such change. Should the Client choose not to implement such change upon its own discretion, the Contractor shall be released from its obligation to ensure that the System adheres to the relevant legislation according to this provision in relation to such refused change of the System.
- 9.4 The Contractor and the Client are familiar with the European Union Aviation Safety Agency (EASA) new Regulation that is expected to be introduced, at the time of signing of this Agreement, on 13 September 2023, currently known as "Regulation laying down technical requirements and administrative procedures for the approval of organisations involved in the design and/or production of Air Traffic Management/Air Navigation Service (ATM/ANS) systems and ATM/ANS constituents". The timing and impact of this new regulation is at the time of signing of this Agreement not known. The Client and the Contractor agree that any material changes that this new regulation has or may have on the obligations of the Parties shall be discussed and agreed between them when these occur or may occur. This includes the right for the Contractor to revise costs and prices for its deliveries.
- 9.5 The Contractor shall be bound to keep confidential in relation to any third parties any confidential facts of which the Contractor learns in connection with the Work and/or the present Contract, in particular all data and information which the Contractor receives from the Client.

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10. Ownership right and risk of damage

The ownership title to the ECR according to the respective Request for Change shall be transferred to the Client upon signature of EAT Certificate according to Article 5.3.5 of this Contract.

11. Copyright and intellectual property

11.1 The copyrights and any and all intellectual property rights to the System shall remain the property of the Contractor. The Contractor hereby grants the Client a non-exclusive and non-transferable licence to use the System for the purpose of the Contract. The Parties to this Contract also expressly understand and agree that the provision of information does not mean that the Client has permission or that it has been granted a licence to supply any part of the System or to have it manufactured.

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

11.3 Proprietary software, open source software and free software

11.3.1. The part of hand over of the Work shall be, if applicable, a separate document containing a detailed list of all SW licenses of third parties provided by the Contractor during performance of this Contract. Each third party's SW license shall be specified by the following information:

11.3.1.1. identification of a document on the basis of which the Contractor obtained the license;

11.3.1.2. exact title of the obtained SW given by its producer; edition, version, type (if applicable);

11.3.1.3. number of obtained licenses;

11.3.1.4. license limitations (e.g. identification of language version, bit version, user / device, datacenter, CPU, CORE or as the case may be other limitations of operation – by location, country etc.) (if relevant);

11.3.1.5. type of the license and license program (OEM, OLP, SELECT or other);

11.3.1.6. scope of the provided support (length, commencement date, ending date) or exact relation to the Contract.

11.3.2. If applicable, a complete list of open source software and/or free software used to the creation of the Work 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 Work.

11.4 Within handover of the Work the Contractor shall provide the Client with a separate document containing further information regarding System SW: exact and full-length SW title including its

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version or edition, part number or SW SKU (if relevant), licence model (if more licence models are available), length of SW support including support commencement and ending date, information about SW bundle with other producer's SW, if applicable, date of acquirement of SW licence rights, information about customers account of the Client or reference to framework agreement with the producer (if relevant) and number of obtained licences and its location limitation.

- 11.5 The Contractor shall protect 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 the System 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 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 11 of this Contract provided that the Client can justify the reasonable fees paid in relation to that claims. The foregoing states the Contractor entire liability for patent, copyright, design and trademark infringement.
- 11.6 Should a court finally establish that there has been a patent/copyright infringement, or should the Contractor consider that the System might give rise to a claim or suit for infringement, then the Contractor may choose one of the following solutions:
- 11.6.1. to obtain the right, at its own expense, for the Client to continue the use of the System,
- 11.6.2. to substitute equivalent equipment to the infringing pieces of the System,
- 11.6.3. to modify the infringing pieces of the System so as to eliminate the infringement.
- 11.7 In case of replacement or modification, the Contractor warrants that the software shall have the same functionalities as the Work 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.
- 11.8 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 11.5 of this Contract.
- 11.9 All rights in Intellectual Property contained in software materials, tools, equipment, drawings, specifications and other data created prior to or in connection with this Contract, or supplied by the Contractor to the Client in connection with this Contract, will remain at all times the property and copyright of the Contractor. The Client will not use, copy or allow to be copied to the benefit of any third party, any drawings, software, manuals, specification, or other information or Data supplied by, or produced by the Contractor for the Client in connection with the Work performed under this Contract without the express written permission of the Contractor. All rights in or to any Intellectual Property whatsoever that may arise directly or indirectly as a result of Work performed under the Contract by the Contractor shall be vested in the Contractor absolutely.
- 11.10 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 6.1 of this Contract.

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12. Obligations of the Contractor

- 12.1 The Contractor guarantees that the Work shall be functional and operational, shall be implemented at the highest level in conformity with state-of-the-art technological procedures, while maximally using experience, knowledge and expert capacity and shall have the required quality, performance and agreed properties as well as compatibility with the existing Client's data environment.
- 12.2 In case the Request for Change impacts external Interface Specification (ICD), the Client shall inform the Contractor of such ICD in the Request for Change specifications and the Contractor undertakes to install the Work and connect it to other Client's systems and duly test the operability of the installed and interconnected Work.
- 12.3 In case the Request for Change impacts external Interface Specification (ICD), the Client shall inform the Contractor of such ICD and the Contractor, while installing and interconnecting the Work to other Client's systems, undertakes to respect the operational and safety rules of these systems and keep confidential any Client's confidential information of which the Contractor learns.

13. Obligations of the Client

- 13.1 Upon request, the Client shall allow the Contractor the access to the workplace where the Work is implemented and other activities take place associated with the implementation of the Work pursuant to this Contract.
- 13.2 The Client shall hand over or shall mediate handover of the requisite technical information and equipment, systems and services linked to the System and which availability is the prerequisite for implementation of the Work pursuant to this Contract.
- 13.3 In case of default of provision of cooperation preventing the Contractor from performance of this Contract, the Contractor shall be bound to notify the Client of this in writing. In this case the Contractor shall not be responsible for any delay caused.

14. Miscellaneous

- 14.1 No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.
- 14.2 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.
- 14.3 The headings used in this Contract are for convenient reference only and cannot be used for interpreting the provisions of this Contract.
- 14.4 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 Aviation Regulation L17 based on 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.

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14.5 Publication

The Contractor acknowledges that the Client is bound to publish this Contract pursuant to Act No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the register of contracts (the Contracts Register Act), as amended and Act No. 134/2016 Coll., on Public Procurement, as amended. The Contractor further acknowledges that the Client is bound to provide information according to Act No. 106/1999 Coll., on free access to information, as amended. When publishing this Contract in the register of contracts, in particular the following details shall be made illegible in its text: Contractor's bank details, signatures on the Contract, contact details specified in Article 4.5 of this Contract, Contractor's email address in Article 6.8 of this Contract and contact details in Article 14.11 of this Contract.

14.6 Personal Data Protection

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 Client is available on:

<https://www.ans.cz/categorysb?CatCode=A6>

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

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 web site:

<https://www.ans.cz/categorysb?CatCode=A8>

14.8 Anti-corruption and influence peddling

14.8.1. The Client shall always act in accordance with the national and international laws and regulations applicable to the prevention of risks of corruption and influence peddling.

14.8.2. Whether directly or through third parties, the Client shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable decision.

14.8.3. The Client shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favourable decision. The Client declares to have implemented internal anticorruption program.

14.8.4. Any violation by the Client of any provision of this Article shall be deemed a material breach of its contractual obligations, entitling the Contractor either to suspend the Contract performance as long as the breach is not satisfactorily remedied or to terminate the Contract immediately and without prejudice to any other remedy for which it may be entitled under contractual and/or legal provisions.

14.9 Remote access and VPN connection

14.9.1. The Client shall provide to the designated Contractor's employees or to other persons performing the Work on behalf of the Contractor (hereinafter together referred to as the "**Contractor's employees**") remote access and VPN connection to the maintained system via Client's IP data network (CADIN) based on defined access privileges. A RSA SecureID token will be issued to each of these Contractor's employees, a list of

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which shall be delivered in a written form 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, and such communication shall be made between the Authorized Persons described in Article 14.11 of this Contract in the form of letter sent via electronic (digital) means, such as an e-mail message, where attachments shall be converted to pdf format and signed by a certified electronic signature (according to eIDAS) at minimum, or the data box or by paper-based mail via a postal licence holder with confirmation of delivery.

14.9.2. The Contractor as an employer is responsible for its employees and other persons performing the work on behalf of the Contractor to observe the Client's rules for VPN access when using RSA SecureID tokens (issued based on Article 14.9.1 of this Contract) and also for the loss of RSA SecureID token.

14.9.3. The Contractor shall ensure, through the responsible person (see Article 14.11 of this Contract), that obligation as from Article 14.9.2 of this Contract are known to persons engaged in activities related to this Contract.

14.10 Given that the Contractor was evaluated as a significant contractor within the meaning of Section 2 (n) Decree No. 82/2018 Coll., on security measures, cyber security incidents, reactive measures, filing requirements in the area of cyber security and data destruction (hereinafter referred to as the "Cyber Security Decree"), the Parties agree that an integral part of this Contract is the Annex 2 that comprises the requirements of Annex 7 of Cyber Security Regulation (that means information concerning security measures for contractual relationship with major contractors) and Annex 3 Security Rules for Major Contractors. The Contractor shall fulfill the obligations set out in this Annex 2 and Annex 3 of this Contract. Contact details of cyber security manager shall be notified to the other Party by the Authorized Persons as stated in Article 14.11 of this Contract. The said contact details/persons may be changed by the Parties from time to time nevertheless each change shall be announced to the other Party without any delay, and such communication shall be made between the Authorized Persons in Article 14.11 of this Contract in the form of letter sent via electronic (digital) means, such as an e-mail message, where attachments shall be converted to pdf format and signed by a certified electronic signature (according to eIDAS) at minimum, or the data box or by paper-based mail via a postal licence holder with confirmation of delivery.

14.11 Contact persons for the purposes of this Contract are as follows:

14.11.1.

14.11.2.

The contact persons as stated above may provide the other Party with the list of further contact persons or its amendment. A list of designated contacts shall be sent by electronic (digital) means, such as an e-mail message, where attachments shall be converted to pdf format and signed by a certified electronic signature (according to eIDAS) at minimum, or the data box or by paper-based mail via a postal licence holder.

15. Termination

15.1 The Client shall be entitled to withdraw from the particular Request for Change particularly if the Contractor materially breaches the particular Request for Change in connection with this Contract, especially if the Contractor fails to perform the Work in conformity with the particular Request for

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Change and this Contract or if the Contractor neglects performance of its obligations in such a manner that it substantially affects the quality of the Work or the time of its completion. A material breach with the possibility of immediate withdrawal include namely the following situations:

- 15.1.1. the Contractor is in default of performance of its obligation for longer than 60 days and despite the Client's written notice and provision of an additional time limit of at least 7 days of delivery of the notice to the Contractor, the Contractor still fails to perform the obligation,
- 15.1.2. pursuant to this Contract, the Client becomes entitled to contractual fines exceeding in aggregate 30% of the price of the Request for Change,
- 15.2 The Client is entitled to withdraw from this Contract
 - 15.2.1. if the Contractor breaches the provision of Annex 2 of this Contract or Annex 3 of this Contract,
 - 15.2.2. in the event of a significant change in control of the Contractor or a change in control of the principal assets used by the Contractor for performance under the Contract whereas a significant change in control means a change in the controlling entity pursuant to Section 74 et seq. of Act No. 90/2012 Coll., on Business Companies and Cooperatives (Business Corporations Act), as amended.
- 15.3 The Contractor shall be entitled to withdraw from particular Request for Change particularly if the Client is in default of payment of the price for duly provided performance under this Contract exceeding 30 days despite the Contractor's written notice and provision of an additional time limit of at least 30 days of delivery of the notice to the Client.
- 15.4 The Client may decide within three months of termination of this Contract/particular Request for Change that the cancellation of the present Contract/Request for Change does not apply to the part of the performance provided until Contract/Request for Change termination which according to the Client's opinion has its separate economic purpose and which the Client decides to keep. In this case the Contractor is not bound to return the accepted part of the price corresponding to the part of the performance which the Client decides to keep and if such payment has not been made yet, the Contractor shall be entitled to reimbursement for this part of performance. In relation to the part of the performance kept by the Client it is assumed that the Contract/Request for Change was discharged by performance.
- 15.5 This Contract may be terminated by the Client by giving a one months' notice to the Contractor without any reason or by mutual agreement of both Parties. In case that at the moment of delivery of the notice to the Contractor or on the date agreed mutually, the Requests for Changes are being performed, the Contract shall terminate after such respective Requests for Change have been completed and the full payment of each related price has been duly received by the Contractor.
- 15.6 Withdrawal from the present Contract shall not affect entitlements to contractual fines and damages under this Contract which occur before any such withdrawal takes effect.

16. Warranty

- 16.1 The ECR delivered by the Contractor under the Request for Change shall be warranted for a period of twelve (12) months starting from signature of the respective, if any, EAT Certificate as stated in Article 5.3.5 of this Contract or eighteen (18) months from DAP delivery, whichever is earlier.
- 16.2 Labour costs, travel, board and lodging of the Contractor personnel related to the reparation, replacement or correction the Work or its part under the warranty shall be borne by the Contractor.

Contractor's Contract Number:

- 16.3 The warranty shall not apply in case of normal wear and tear and the warranty shall not cover the items of the Work which, after delivery of the Work, have been either modified without the Contractor prior written agreement, or have been negatively affected by a modification to other items of the Work and/or interfaces without the Contractor prior written agreement.
- 16.4 The warranty shall apply in as much as the Work has been used and maintained in compliance with the Contractor's instructions for use as set forth in the operation and maintenance manual, and provided further that the Work has been used under normal operating conditions (inter alia climatic and thermal) and with such raw materials and electric power supplies as are defined by the Contractor's instructions.
- 16.5 Should, during the warranty period, the Work be in a situation of total unavailability due to an item covered by the warranty, the said warranty period shall then be extended on a day by day basis by a period of time equal to the above mentioned period of total unavailability of the Work. This extension will start on the day of notice of unavailability is given by the Client and will end when, after intervention of the Contractor, the Work is back to operational use.
- 16.6 Warranty of the Work performed under this Contract shall be subject to the conditions stated in Service Contract No. 200/2019/PS/033 concluded between the Parties as of 13th July 2020. The Parties hereby confirm that they have Service Contract No. 200/2019/PS/033 in possession and therefore such service contract is not attached to this Contract.
- 16.7 The defects found on the System which are exclusively due to a Request for change implementation will be corrected within the frame of the concerned Request for Change and its 12 months' warranty. For avoidance of doubts, the defects which are exclusively due the Request for Change implementation and are found after the related warranty shall be subject of a Service Contract No. 200/2019/PS/033.
- 16.8 When an Incident Report Form ("IRF") is reported by the Client, the IRF is analysed by the Contractor.
- 16.9 If the IRF analyse indicates that there is a defect, the Contractor will identify its root cause and the procedure shall be as follows:
- 16.9.1. If the defect (a regression or a malfunction of the ECR) is confirmed and the root cause is due to the implementation of a Requested for Change, then the correction is provided in the frame of the Request for Change 12 months warranty, or in a post-warranty contract if concluded, after expiration of the warranty.
- 16.9.2. If the defect (a regression or a malfunction of the ECR) is confirmed and the root cause is not induced by the implementation by a Request for Change and can be demonstrate in a previous version of the System software, the correction is provided in the frame of the Contract No. 124/2016/IS/173, as further amended, warranty.
- 16.9.3. If the IRF analyse indicates that the behaviour complies with the specification, it is an evolution. It shall be subject to a new ECR that shall be contracted through a Request for Change.

17. Contractual penalties

- 17.1 If the Contractor fails, for reasons other than caused beyond its control, to present in time the Work in accordance with the ECR in the respective Request for Change 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 concerned Request for Change per full day of delay. The aggregate amount of the contractual penalties to be paid shall not exceed ten per cent (10%) of the price of the concerned Request for Change.

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- 17.2 Contractual penalty shall be paid by the Contractor in full satisfaction of Contractor's liabilities for delays.
- 17.3 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 Service Contract No. 200/2019/PS/033, then the Client may claim from the Contractor a penalty according to severity level as per Contract No. 200/2019/PS/033.
- 17.4 The detailed statement of contractual penalty claimed by the Client shall be notified to the Contractor, which shall be entitled to submit its comments (explanation and proof of the force majeure or other reason for liberation) to the Client within thirty (30) days from the receipt of the notification of the statement.
- 17.5 Beyond this thirty (30) day time-limit, the Contractor will be deemed to have not objected to the contractual penalty and will have to pay it through direct bank transfer exclusively.

18. Liability

- 18.1 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.
- 18.2 Notwithstanding Article 18.1 of this Contract, the Contractor shall be liable to the Client only for damages which arise directly from the performance, incorrect performance or non-performance of the Contractor duties and obligations under this Contract.
- 18.3 Under no circumstances shall the Contractor be liable for any indirect, special, incidental or consequential damages, including but not limited to loss of anticipated profit or loss resulting from business disruption, data loss or security breach even if the Contractor has been advised of the possibility of such damages.
- 18.4 The liability shall be limited in aggregate to one hundred per cent (100%) of the sums received by the Contractor under the performed Requests for Change.

19. Enter into force

- 19.1 This Contract shall be valid upon signature by the Client and the Contractor and shall enter into force on a day when it is registered in a Register of Contracts. 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.

20. Settlement of disputes

- 20.1 Rights and obligations arising on the basis of this Contract or in connection with this Contract are governed by the Laws of the Czech Republic, particularly the Civil Code.
- 20.2 The Parties undertake to make every effort to eliminate any disputes arising on the basis of this Contract or in connection with this Contract and to resolve them, first of all, through negotiations between contact persons or authorized representatives.

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- 20.3 All disputes arising out or in connection with the 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.

21. Force Majeure

- 21.1 The event and circumstances of an extraordinary character which may take place after signing of this Contract which are beyond the control of the Parties and which cannot be reasonably foreseen such as earthquakes, flood, fire, or other natural physical disasters, epidemics, war, hostilities, rebellion, revolution, civil war, riot, commotion, strikes, acts of state, government decision, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources including delays in delivery or non-availability of electronic components, industrial conflict, or any similar event, congestion, of ports/airports exceeding two weeks and all other cases which Parties cannot foresee and which make impossible any fulfilment of the contractual obligations entirely or partly shall be deemed as force majeure.
- 21.2 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.
- 21.3 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 Request for Change will be extended by the number of days necessary to overcome the causes of the delay.
- 21.4 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 six (6) 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 20 of this Contract hereafter shall apply.

22. Assignment – subcontracting

- 22.1 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.
- 22.2 The Contractor shall be entitled to subcontract, under its responsibility, any part of this Contract.

23. Final provisions

- 23.1 The present Contract shall be governed exclusively by Czech law, in particular Act No. 89/2012 Coll., the Civil Code, as amended.
- 23.2 The present Contract is entered into force for a definite period of time, in particular:
- 23.2.1. for 4 (in words: four) years of it enters into force according to Article 19.1 of this Contract,
or

Contractor's Contract Number:

23.2.2. the time until the value of the Requests for Change made pursuant to this Contract (the sum of their Work value) reaches NOK 23 000 000, - (in words: twenty three millions of NOK) excl. VAT,

whichever situation occurs first.

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

23.4 Any changes or amendments to the present Contract must be made in writing and signed by both Parties hereto.

23.5 The Parties declare that they have duly read all provisions of this Contract, understand them and raise no objections. In witness whereof they attach their signatures and execute the present Contract as a free act and deed, not under duress or disadvantageous conditions.

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

23.7 The following Annexes form an integral part of the Contract:

Annex 1: Request for Change Template

Annex 2: Ensuring Measures in the Area of Information and Cybersecurity

Annex 3: Security Rules for Major Contractors



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



.....
the Contractor
Terje Moldestad
CCO
INDRA NAVIA AS



.....
the Contractor
Kjell Øyvind Aasene
International Sales Manager
INDRA NAVIA AS



Air Navigation Services of the Czech Republic

Request for Change No. XXX

(hereinafter referred to as the “**Request for Change**”)

related to the “**Framework Agreement on System Modifications, ANS CR Contract
Number: 120/2022/IS/173**”

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

concluded pursuant to Section 1746 paragraph 2 of the Act. No. 89/2012 Coll., the Civil
Code, as amended (hereinafter referred to as the “**Civil Code**”)

1. Parties

Air Navigation Services of the Czech Republic (ANS CR)

A state enterprise incorporated under the laws of the Czech Republic

Represented by: Petr Fajtl, Executive Director of Operations Unit

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

Company Identification Number: 497 10 371

VAT Identification Number: CZ699004742

IBAN: CZ1203001712800000088153

SWIFT code: CEKOCZPP

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

(hereinafter referred to as the “**Client**” or “**ANS CR**”)

and

INDRA NAVIA AS

Company existing and organized under the laws of Norway

having its registered office at Hagaløkkveien 16, NO-1383 Asker, Norway

Company Identification Number: 914 785 200

VAT number: NO 914 785 200 MVA

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Represented by: Terje Moldestad CCO and Kjell Øyvind Aasene International Sales Manager

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

(the Client and the Contractor hereinafter jointly referred to as the “**Parties**”)

2. Preamble and Specification of the Request for Change

- 2.1 The Parties have entered into the Contract as of xxx and they conclude the Request for Change with the specification as stated below:

INNOVA – A-SMGCS		
CR	REQUEST FOR CHANGE	CR # Rev
AUTHOR:	TITLE OF ITEM:	DATE:
REFERENCED DOCUMENTS OR ACTIONS:		

DESCRIPTION OF CHANGE:

Subject of the Request for Change

ECR Technical Descriptions

Work:

List of ECRs:

Deliverables (sw, documentation, ..)

Client cooperation /obligations

Schedule:

ECR Specification Approval (JCCB) Dates:

ECR Acceptance Test Schedule:

SAR:

Price and payment terms

Validity date:

Miscellaneous