**Air Navigation Services
of the Czech Republic**

Contract on the upgrade of ATN Test Tools

concluded pursuant to Sections 2358 et seq. and Sections 2079 et seq. and Sections 1746 (2) et seq. of the Civil Code No. 89/2012 Coll., as amended (the **"Civil Code"**)

(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
Bank connection: ČSOB Prague 5
Account No.: 8815280/0300
IBAN: CZ12 0300 1712 8000 0008 8153
registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,
represented by: ███ ████ █████ ████ ████ █████ ███ █████████ █████

(the "**Client**")

and

Airtel ATN Limited
a company existing and organized under the laws of Ireland
having its registered office at: 2 Harbour Square, Crofton Road, Dún Laoghaire, County Dublin, Ireland, A96 D6R0
Company Identification Number: 287698
Tax Identification Number: IE 8287698U
Bank connection: ████ ███ █████ █████ ████ ████ █████ ████ █████ ████ ██ ███ █████ ████ ████ ████ ████ ██ ███ █████
represented by: Santiago Ibarz Valls, CEO

(the "**Contractor**")

(individually as the "**Party**" or collectively as the **"Parties"**)

2. Preamble

WHEREAS

2.1 the Client uses the ATN Test Tools system (the "**System**") with modules required to handle datalink communication (DLS), which are the counterpart to DPS systems for data communication between ATM systems and aircraft, the existing modules are no longer adequate for the actual needs, and the Client needs to upgrade the modules to test and emulate the aircraft;

and

2.2 the Contractor is interested in providing the upgrade to the System and has the qualities and capabilities to provide the upgrade to the highest quality available, is able and will act with the knowledge and care normally associated with its business or profession or condition, has complied with all the terms and conditions set out in this Contract and is authorised to enter into this Contract and to duly perform the obligations contained herein;

the Parties agree to enter into this Contract.

3. Subject matter

3.1 The subject matter of this Contract is the obligation of the Contractor to provide to the Client, at its own cost and risk, the work consisting of:

3.1.1. the upgrade of the System (the "**System Upgrade**") and

3.1.2. the supply of the HP ProLiant DL360 G10 server (the "**Hardware**")

both as specified in Annex 2 to this Contract, which shall form an integral part of this Contract

(the System Upgrade and the Hardware collectively referred to as the "**Work**").

3.2 The Work shall include the following:

3.2.1. provision of licences necessary for the operation of the System Upgrade on the software binary licence agreement provided in Annex 1 to this Contract, which shall form an integral part of this Contract;

3.2.2. installation and configuration of the System Upgrade at the place of performance referred to in Article 8 of this Contract;

3.2.3. the Site Acceptance Test (SAT);

3.2.4. provision of full documentation describing the System in accordance with Article 9.1 of this Contract; and

3.2.5. training of the Client´s personnel on the functionality of the System Upgrade in accordance with Article 12 of this Contract.

4. Price

4.1 The total contractual price for the Work defined in Articles 3.1 and 3.2 of this Contract shall be:

EUR 67,346 without VAT

(in word: sixty seven thousand three hundred forty six euros without value added tax)

4.2 A detailed breakdown of the price of the Work is specified in 3 to this Contract, which shall form an integral part of this Contract.

4.3   The contractual price referred to in Article 4.1 shall be final and shall include all costs, fees, charges and licence fees and shall cover all other services, rights, installation, configuration and delivery provided by the Contractor. The price may be changed only by written amendments to this Contract signed by both Parties and numbered in ascending order.

5.   Payment terms

5.1   Payment to the Contractor under this Contract shall be made in Euros to the Contractor´s account referred to in Article 1.

5.2   Payment by the Client shall be made on the basis of an invoice issued by the Contractor after signing the handover protocol referred to in Article 13.1 of this Contract (the "**Handover Protocol**"). The Handover Protocol and the SAT certificate shall be attached to the invoice.

5.3   For accounting purposes, training costs shall be invoiced separately.

5.4   Each invoice, marked with the ANS CR contract number as stated in the heading of this Contract, including copies of the Handover Protocol and the SAT certificate, shall be sent in writing to the address of the Client specified in Article 1 of this Contract or via e-mail from the e-mail address of the Contractor ███████████████████████ to the e-mail address of the Client: fakturace@ans.cz, otherwise it shall be returned to the Contractor. Invoices shall be due within thirty (30) days of receipt by the Client.

5.5   The Client may return the invoice if it contains inaccurate or incomplete information or if the price is incorrect. Any such return must be made before the due date of the invoice. In such a case, the Contractor shall issue a new invoice or make a correction to the original invoice and set a new due date for payment. If the invoice is duly returned, the due date shall cease to run and a new due date shall run from the date of delivery of the corrected or completed invoice to the Client.

6.   Taxes

6.1   The Contractor declares that its tax domicile is in Ireland.

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

6.3   The total contractual price referred to in Article 4.1 of this Contract has been calculated and is expressed exclusive of VAT. VAT shall be applied in accordance with Act No. 235/2004 Coll. on Value Added Tax, as amended, and Directive 2006/112/EC. The total contractual price for the Work under this Contract shall be final, including all taxes (except VAT). In the event that the Client is obliged to withold or deduct taxes from the payment of the contractual price pursuant to Act No. 586/1992 Coll. on Income Tax, or in accordance with the applicable treaty on the avoidance of double taxation, the Contractor shall receive the amount after deduction.

6.4   The Client is not responsible for the Contractor`s obligations to the tax authorities of the Czech Republic.

7.   Terms of performance

7.1   The Parties have agreed that the Work shall be delivered in the following milestones:

7.1.1.   Kick-off meeting   **T0+4 weeks**

7.1.2.   Delivery of the Work including installation and configuration of the System Upgrade, training and provision of technical documentation, SAT and signing of the SAT certificate, signing of Handover Protocol   **T0+12 weeks**

7.2   A "**month**" means a period of thirty (30) consecutive running days and "**T0**" means the publication date of this Contract in the Czech Register of Contracts.

8.   Place of performance

8.1   The place of performance of this Contract shall be the registered office of the Client as specified in Article 1 of this Contract.

9.   Documentation

9.1   The Contractor shall provide the Client with the following documentation:

9.1.1.   User documentation:

   a)   Software Operations Manual;

   b)   Installation Guide;

   c)   User Guide.

   The documentation will be provided by the Contractor in PDF (Portable Document Format) format in the English language at the time of the training.

9.1.2.   Test documentation:

   d)   SAT Plan under Article 11.3;

   e)   SAT certificate under Article 11.5 as a part of the Handover Protocol.

9.2   The Parties have agreed that the price for the preparation of the documentation referred to in Article 9.1 of this Contract shall be included in the price for the Work referred to in Article 4.1 of this Contract.

10.   Contact persons

10.1   The contact persons for the purposes of this Contract are as follows:

10.1.1.   For the Client: ██ ████████ ██████ ██ ██████████████ █████ ████████████

10.1.2.   For the Contractor: ██████ █ ████ ██ ████████████ ██████ ██████████████ █████████

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

11.   Site Acceptance Test (SAT)

11.1   The Contractor undertakes to assist in the installation and configuration of the System Upgrade, to integrate the System Upgrade with the other Client´s systems and to properly test the functionality of the System via Site Acceptance Test (SAT).

11.2   The SAT shall be performed after installation, configuration, setup and tuning of the System Upgrade.

11.3 The Contractor shall prepare and submit to the Client a SAT plan in English including an individual tests overview and schedule of test activities ("the "**SAT Plan**") no later than seven (7) working days before the start of the SAT. The start of the SAT is subject to the Client´s approval of the SAT Plan.

11.4 The SAT shall consist of the verification and validation of all requirements relating to all parts of the System Upgrade. It shall verify, inter alia, the following characteristics:

11.4.1. functionality;

11.4.2. technical solution; and

11.4.3. performance characteristics.

11.5 The SAT may consist of several separate tests. In this case, a protocol will be prepared for each part of the test. These protocols must be approved and signed by both Parties and form part of the SAT certificate.

11.6 The SAT shall be conducted according to the following rules:

11.6.1. the detection of non-blocking errors/functions shall be recorded in the SAT record, with the date when the error was corrected;

11.6.2. the detection of blocking errors/functions which prevent the use of the System shall result in the interruption of the SAT; the SAT shall be fully repeated over the whole range;

11.6.3. in the event of an unsuccessful SAT, the new date for the SAT shall be agreed by both Parties; the deadlines set out in Article 7.1 of this Contract must be strictly adhered to;

11.6.4. the SAT is considered to be completed upon signature of the SAT certificate;

11.6.5. the severity of any error shall be agreed between the Client and the Contractor.

11.7 The Contractor shall be responsible for any test tools required for the tests.

11.8 The Contractor undertakes that the implementation of the System Upgrade will not result in the performance of the delivered hardware and operational system being exceeded.

11.9 The Contractor shall be liable for the functionality of the System Upgrade and its compatibility with the Client's current environment.

12. Training

12.1 The Contractor shall provide training for the Client´s personnel. The specific date of the training shall be subject to the Client's approval due to operational reasons and the Client's resource planning.

12.2 The language of the training (including training materials) shall be English.

12.3 The training shall take place not earlier than three (3) weeks before the SAT.

12.4 The training shall take place at the Client´s premises after the System Upgrade has been installed, set up and configured in accordance with the Client´s security measures.

12.5 The training shall focus on practical issues related to the operation of the System Upgrade in the Client´s local operational environment and shall cover both operational and technical personnel (up to 5 trainees).

12.6 The Contractor shall prepare and provide a set of paper or electronic training materials for each trainee.

13. Handover Protocol

13.1 Upon completion of the Work, the Contractor and the Client shall sign the Handover Protocol, which shall confirm that the Work has been duly handed over to the Client and which shall include

13.1.1. Identification of the Contract;

13.1.2. Identification and brief description of the Work;

13.1.3. Identification of the Parties;

13.1.4. Object of handover (including accessories);

13.1.5. List of delivered documentation;

13.1.6. List of software licences acquired as part of the Work (including third party software licences);

13.1.7. Pending items and defects found which do not prevent acceptance (including date of defect removal or date of delivery of pending items);

13.1.8. Date and place of handover and acceptance;

13.1.9. Signatures of the representatives of the Contractor and the Client.

14. Obligations and responsibilities

14.1 The Contractor undertakes to carry out the Work in a proper and timely manner. The Client undertakes to accept the Work and to pay to the Contractor the price for the Work delivered in the amount and on the terms and conditions set out in this Contract.

14.2 In the event that the Contractor has delivered the Work in compliance with Article 7.1.2 but the Client delays prevent the Contractor from completing the installation of the Work or completing the related training, and such delays last for four (4) months from the date of delivery of the Work to the Client, the Contractor reserves the right to:

14.2.1. invoice for the System Upgrade and the Hardware immediately; and/or

14.2.2. start the Warranty Period immediately.

If the Contractor exercises this right, it shall do so by notice in writing (which may be an e-mail notice to the e-mail address referred to in Article 10.1.1).

14.3 The Contractor shall comply with the rules of 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:

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

14.4 The Contractor, as the employer in the performance of this Contract, shall be responsible for compliance with health and safety and fire protection regulations by its employees or other persons working for the Contractor. Any damage resulting from the violatation of these regulations by the Contractor's employees or other persons working for the Contractor shall be borne by the Contractor. If, as a result of its activities, the Contractor creates dangerous places or situations on the site, the Contractor shall take its own measures to secure the impending damage and shall immediately inform the Client therof.

14.5 The Client shall, at the request of the Contractor, provide the Contractor with such assistance as is necessary for the purposes of this Contract, which assistance shall include:

14.5.1. allowing the Contractor access to its premises;

14.5.2. preparing, supplying or delivering documents to the Contractor to the extent necessary for the proper performance of this Contract, provided that this does not conflict with the Client´s security regulations.

14.6 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 the requirements for maintaining the security of civil aviation resulting from the relevant legislation (in particular the Aviation Regulation L 17 based on ICAO regulations), which require air navigation service providers to take appropriate actions as a basis for ensuring the protection of civil aviation against acts of unlawful interference. Particularly, the Contractor shall not reproduce or redistribute in any way any information acquired in connection with the performance of this Contract.

14.7 Confidentiality

The Contractor shall keep secret from third parties all confidential information of which it becomes aware in connection with the Work and/or this Contract, in particular all data and information provided to it by the Client.

14.8 Cyber Security Rules

14.8.1. The Contractor shall comply with the Security Rules for Key Contractors as stated on the following website:

https://www.ans.cz/content/documents/Security_rules_for_key_contractors.pdf

14.8.2. The Client may amend the Security Rules for Key Contractors from time to time after the Contract has been signed, in connection with changes in the law, decisions or warnings of the National Cyber and Information Security Agency, decisions of other administrative authorities and/or the fulfilment of remedial measures resulting from state supervision. The amended Security Rules for Key Contractors shall be distributed in electronic (digital) form, i.e. as an e-mail with attachments converted to pdf format and signed by the Cyber Security Manager with a recognized electronic signature (in accordance with eIDAS), databox or as a letter signed by the Cyber Security Manager and sent via the holder of the postal licence with confirmation of delivery to the address of the Contractor´s Cyber Security Manager. In case the Contractor does not object to the amended Security Rules for Key Contractors within 10 working days from the receipt of notification, it shall be deemed to have accepted the amendment and the Contractor shall comply with the amended Security Rules for Key Contractors.

14.8.3. The Contractor shall ensure that all all of its personnel involved in the performance of the obligations under this Contract have been proven to be acquainted with the Security Rules for Key Contractors.

14.8.4. For the purpose of compliance with the Security Rules for Key Contractors, the contact details of the Cyber Security Manager shall be provided to the other Party by the contact persons stated in Article 10 of this Contract. These contact details/persons may be changed by the Parties from time to time, but any change shall be announced to the other Party without any delay, and such communication between the contact persons referred to in Article 10 of this Contract shall be in electronic (digital) form, i.e. by e-mail with attachments converted to pdf format and signed with a recognized electronic signature (in accordance with eIDAS), or via databox, or by letter sent by the holder of a postal licence with confirmation of delivery.

14.9 Trade secret

A trade secret within the meaning of Section 504 of the Civil Code shall be the software binary licence agreement set out in Annex 1, the technical specification set out in Annex 2 and the price calculation

set out in Annex 3, which shall therefore not be published or made available in accordance with Article 23 of this Contract.

14.10 Protection of personal data

The Client and the Contractor shall comply with the rules on the protection of personal data in accordance with 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. the GDPR Regulation, and pursuant to other generally binding legal provisions on the protection of personal data. More information on the protection of personal data by the Client is available at

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

14.11 The Contractor declares that it holds industry-standard insurance coverage to cover its liability under this Contract for damage caused to third parties.

15. Warranty

15.1 The Contractor warrants that the Work will have the parameters specified in this Contract and Annex 2 to this Contract (the "**Contractor's Warranty**").

15.2 The Contractor shall provide a warranty on the Work for a period of twelve (12) months, commencing on the date of signature of the Handover Protocol (the "**Warranty Period**").

15.3 During the Warranty Period, the Contractor warrants the Work to be free from all malfunctions and/or defects, including those caused by the Client's personnel during preventive maintenance, provided that the Client's personnel follow the maintenance documentation as provided by the Contractor in connection with the Work. Such malfunctions and defects shall be fully covered by the Contractor's Warranty at no additional cost to the Client.

15.4 The provision of Article 15.3 shall also apply to situations where the malfunctions and defects of the Work are caused by incomplete or inadequate documentation provided by the Contractor.

15.5 The Warranty Period shall be extended by the period during which the Work or part thereof is out of use due to a defect covered by the Contractor´s Warranty. The relevant dates are the date of notification of the defect and the date of acceptance of the Work or part thereof after repair.

15.6 The entire cost of remedying defects covered by the Contractor's Warranty, including shipping costs, shall be borne by the Contractor.

15.7 The Contractor shall, at its own expense, remedy any defects found in any part of the Work during the Warranty Period.

15.8 During the Warranty Period, the terms and conditions of the service shall be as set out in the Service Contract No. 404/2019/PS/033 entered into between the Parties (the "**Service Contract**"). The Parties acknowledge that they are in possession of the Service Contract and that the Service Contract is not attached to this Contract. For the avoidance of doubt, the Parties acknowledge that the Work is a part of the System and the service terms and conditions set out in the Service Contract shall apply to the Work.

15.9 Unless otherwise stated in this Contract, liability for defects shall be governed by Sections 2615 et seq. of the Civil Code.

16. Ownership and risk of damage

Ownership of the Hardware delivered under this Contract shall be transferred to the Client upon signing of the Handover Protocol. The risk of damage is transferred together with the ownership.

17.   Contractual penalties

17.1   If the Client provides the conditions for the performance under this Contract, but the Contractor fails to deliver the Work within the periods referred to in Article 7.1, despite a written notice from the Client and the granting of an additional period for performance of not more than thirty (30) days from the date of delivery of the notice to the Contractor, the Contractor shall be obliged to pay the Client a contractual penalty of 0.05% of the price of that part of the Work which has not been delivered within the period referred to in Article 7.1 for each day of delay.

17.2   If the Contractor breaches the conditions of security of the workstation set forth in the Security Rules for Key Contractors, the Client shall be entitled to demand a contractual penalty of EUR 500 (in word: five hundred euros) for each individual case of breach.

17.3   If the Contractor breaches the obligation to report security incidents/incidents as set out in the Security Rules for Key Contractors, the Client shall be entitled to demand a contractual penalty of EUR 500 (in word: five hundred euros) for each individual case of breach.

17.4   If the Contractor fails to ensure the implementation of remedial measures resulting from the Client's audit performed under the conditions described in the Security Rules for Key Contractors, the Client shall be entitled to demand a contractual penalty of EUR 500 (in word: five hundred euros) for each individual case of breach.

17.5   In the case of a breach of the rules of entry of external entities according to the Article 14.3, the Contractor shall pay the Client a contractual penalty of EUR 500 (in word: five hundred euros) for each individual breach.

17.6   In the case of a delay in payment of a duly issued invoice, the Client shall pay to the Contractor a contractual penalty in the amount of 0.05% of the unpaid amount for each day of delay.

17.7   The Parties agree that the provisions on contractual penalties shall be without prejudice to the right to compensation for damages arising from the breach of the obligation to which the contractual penalty relates, and that the right to compensation for damages may be claimed independently of the contractual penalty and in full.

17.8   Contractual penalties shall be due and payable within thirty (30) days from the date on which a demand for their payment issued by the entitled Party is delivered to the liable Party.

18.   Copyright and Intellectual Property

18.1   The copyright and all other intellectual property rights in the System Upgrade, all documentation provided by the Contractor describing the System in accordance with Article 9.1 ("**Documentation**"), and all training materials provided by the Contractor under this Contract ("**Training Materials**"), shall remain the property of the Contractor. The Contractor hereby grants the Client a non-exclusive and non-transferable licence to use the System Upgrade, Documentation and Training Materials solely for the purposes of the Contract, on the licence terms set out in Annex 1.

18.2   For the avoidance of doubt, the Parties hereby declare that any data, configurations, user settings or templates created by means of the software or contained therein are subject to the Client´s intellectual property rights and the Contractor shall be entitled to use them only in the course of performing this Contract and on the basis of the Client´s explicit instructions. Upon termination of this Contract, the Contractor undertakes, at the request of the Client, to provide all cooperation in the migration of the above-mentioned data for the purpose of their further use. Such cooperation shall be included in the price specified in Article 4.1.

18.3   The Handover Protocol referred to in Article 13.1 shall include a separate document containing further information on the System Upgrade software: the exact and full title of the sofware including its version or edition, the part number or SW SKU (if relevant), the licence model (if more than one licence model is available), the duration of the of the SW support, including the

support start and end dates, information on the SW bundle with other producer´s sofware if applicable, the date of acquisition of the SW licence rights, information on the Client´s customer account or reference to the framework agreement with the producer (if relevant) and the number of licences obtained and their location limitation according to Article 18.1.

18.4　The Handover Protocol referred to in Article 13.1 shall include a separate document containing a detailed list of all third party software licences provided by the Contractor as part of the provision of the Work under this Contract. The minimum details to be provided for each third party software licence shall be as follows: text of the software licence or standard licence name (e.g. GNU GPLv2 or BSD), identification of the document under which the Contractor acquired the licence; exact name of the software received according to the manufacturer; edition, version, type (if relevant); number of licences acquired; licence restrictions - e. g. identification of the language version, bit version, user/device version, data centre, CPU, CORE, possibly other operational restrictions - location, country and others (if relevant); type of licence and licence programme (OEM, OLP, SELECT, possibly others); scope of support provided (duration, start and end dates) or exact relation to the Contract and date of acquisition of the software licence.

18.5　Where applicable, a complete list of the open source software and/or free software used to create the Work shall be provided by the Contractor. The type of licence agreement shall be listed for each open source software and/or free software (specifying whether it is a standard licence agreement such as GPLv2, GNU GPL, BSD licence, etc.) or the full licence agreement shall be provided to the Client. The Contractor is responsible for ensuring that the open source software and/or free software is used in compliance with the licence terms applicable to the use of the respective open source software and/or free software. The Client shall not be liable for any breach of the licences relating to the open source software and/or free software used by the Contractor to perform the Work.

18.6　The Contractor shall be liable to the Client for the integrity of the rights acquired under the Contract and in particular for ensuring that the System Upgrade under this Contract does not result in any unauthorized interference with the rights of third parties or any other breach of the law, that any property claims of third parties have been settled and that the Client cannot incur any financial or other obligations to third parties in connection with the use of the System Upgrade in accordance with this Contract.

18.7　The Contractor shall also be liable to the Client for damages incurred in connection with the exercise of the rights of third parties. If a third party makes a claim against the Client for infringement of its rights in connection with the System Upgrade or with the licence granted for the System Upgrade, the Contractor is obliged to defend the Client effectively at its own expense and to indemnify the Client in full in the event that the third party successfully asserts its claim based on a legal defect in the System Upgrade. However, the Contractor's obligations in this Article 18.7 do not apply to any claim, suit or proceeding to the extent that it arises out of, relates to, or alleges: (a) Client's breach of this Contract; (b) revisions to the System Upgrade made without the Contractor's written consent; (c) Client's failure to incorporate updates or upgrades to the System Upgrade that would have avoided the alleged infringement; or (d) use of the System Upgrade in combination with hardware, software or other products or services not provided by Contractor.

18.8　For the avoidance of doubt, the Contractor's liability for legal defects in title of the System Upgrade shall not be limited by the Warranty Period agreed in this Contract.

19.　Force Majeure

19.1　Neither Party shall be legally liable to the other if it is unable to perform its obligations under this Contract due to an event of force majeure, i.e. an event beyond its reasonable control. In such a case, the Party which is prevented from performing its obligations under the Contract by the event of force majeure shall give notice of the event and the period referred to in Article 7.1 shall be extended by the number of days necessary to overcome the causes of the delay.

19.2   Performance under this Contract shall be resumed as soon as practicable after the event has ended. If the performance of all or part of this Contract is delayed for more than three (3) months as a result of force majeure, either Party may request termination of this Contract or the affected part thereof. The Parties shall then endeavour to reach a mutual agreement on the termination of their contractual relationship, failing which the provisions of Article 24 shall apply.

20.   Assignment

Neither Party to this Contract shall be entitled to assign or transfer any of its rights or obligations hereunder to any third party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

21.   Termination of Contract

21.1   If no amicable settlement can be reached, either Party may terminate the Contract if the other Party is in material breach of its obligations under the Contract. Notice of termination must be given in writing, stating the reason for termination.

21.2   For the purposes of Article 21.1, the following actions shall be considered a material breach of the Contract, with the possibility of immediate termination of the Contract:

21.2.1. a delay of more than thirty (30) days in the delivery of the Work or part of the Work due under the terms of Article 7.1;

21.2.2. a breach by the Contractor of any of the obligations referred to in Article 14.

21.3   The Contractor shall be entitled to terminate this Contract if the Client is in default of payment of any invoice for more than thirty (30) days.

21.4   Either Party shall be entitled to terminate this Contract if the other Party becomes bankrupt in accordance with its national law.

21.5   Termination shall take effect on the date of delivery of the written notice to the other Party.

21.6   This Contract may be terminated by mutual consent of both Parties.

21.7   Either Party may terminate this Contract without cause. Notice of termination must be given to the other Party by registered letter. The Contract will be terminated 3 months after delivery of the notice to the other Party.

21.8   In the event of termination of the Contract, all claims of both Parties shall be settled in such a way as to avoid any unjust enrichment of either Party.

22. Liability

22.1   Each Party shall defend, indemnify and hold harmless the other Party from and against any and all third-party claims, losses, expenses, costs or damages arising directly out of any injury to or death of any person or damage to or loss of any property caused by it under this Contract.

22.2   Contractor's cumulative liability arising out of or related to this Contract will not exceed the total contractual price for the Work. However, this Article 22.2 does not apply to losses caused by the Contractor's gross negligence or willful misconduct.

22.3   In no event will Contractor be liable for lost profits or loss of business or for any indirect, special, consequential, incidental, or punitive damages arising out of or related to this Contract.

23. Publication

The Contractor acknowledges that the Client is obliged to publish this Contract and information and documents related to the performance under this Contract pursuant to Act No. 340/2015 Coll. on the Register of Contracts, as amended. The Contractor also acknowledges that the Client is obliged to provide information pursuant to Act No. 106/1999 Coll. on Free Access to Information, as amended.

24. Applicable law and dispute settlement

The Parties agree that this Contract shall be governed by Czech Law, namely the provisions of Civil Code. Any dispute, controversy and/or claim arising out of or in connection with this Contract, which cannot be settled amicably by the Parties, shall be finally settled by the competent court of the Czech Republic.

25. Final provisions

25.1 No amendment, alteration, modification or addition to this Contract shall be valid unless made in writing and duly executed by the Parties hereto.

25.2 If any provision of this Contract is found by a competent authority to be void or unenforceable, that provision shall be deemed deleted from this Contract and the other provisions of this Contract shall remain in full force and effect. The Parties shall negotiate in good faith to agree on a mutually satisfactory provision to replace the provision found to be void or unenforceable.

25.3 The headings used in this Contract are for convenience of reference only and cannot be used to interpret the provisions of this Contract.

25.4 The Parties declare that the individual articles of this Contract are sufficient with regard to the requirements for the establishment of the contractual relationship and that the contractual freedom of the parties has been used and that this Contract is concluded in a definite, serious and comprehensible manner.

25.5 Both Parties declare that they are fully entitled to sign this Contract in accordance with their own national regulations.

25.6 This Contract shall be valid upon signature by both Parties and shall enter into effect on the date of its registration in the Register of Contracts. The Contract shall be deemed null and void if the registration is not completed within three (3) months from the date of signature of the Contract by both Parties.

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

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

Annex 1: Software Binary Licence Agreement

Annex 2: Technical specification

Annex 3: Price calculation
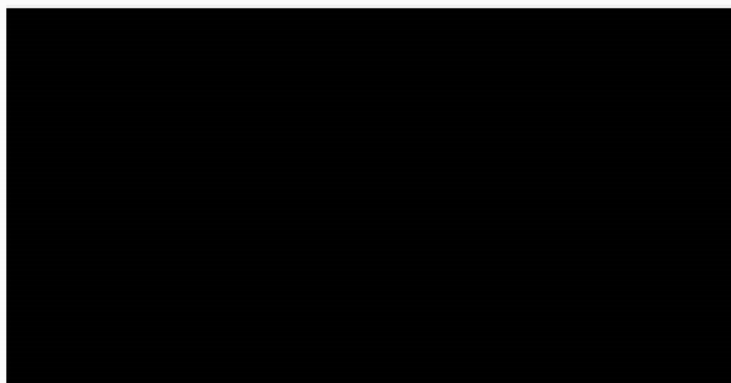
Air Navigation Services of the Czech Republic (ANS CR)

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