



**Air Navigation Services
of the Czech Republic**

Amendment No. 2 to the Service Contract “RRS Service Support”

(hereinafter referred to as the "**Amendment No. 2**")

1. Contracting Parties

Air Navigation Services of the Czech Republic (ANS CR)

State enterprise existing and organized under the laws of the Czech Republic

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

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Company Identification Number: 497 10 371

VAT Number: CZ699004742

Bank details: 1162200106/0100

SWIFT code: KOMBCZPP

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 10771.

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

and

ReDat Recording, a.s.

A company existing and organized under the laws of the Czech Republic

With its registered office at: Pražská 341, 53002 Pardubice - Zelené Předměstí, Czech Republic

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Company Identification Number: 05648114

VAT Number: CZ05648114

Bank details: 115-1406850237/0100

SWIFT code: KOMBCZPP

Registered in the Commercial Register maintained by Regional Court in Hradec Králové, Section B,
File 3523

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

(The Customer and the Supplier hereinafter also referred to as the "**Parties**").

2. Preamble

WHEREAS:

- 2.1 The Parties entered on 19th December 2019 into the Service Contract, ANS CR Contract number: 199/2019/PS/033, which was further amended by Amendment No. 1 dated 26th January 2022 (hereinafter referred to as the "**Contract**").
- 2.2 The Support/Subscription to VMware vSphere 6 Essentials Plus Kit Licenses as provided to the Customer in accordance with Contract of Work „RRS release 4“, ANS CR Contract No. 198/2019/IS/053, dated 19th December 2019, is no longer provided by the producer and the Supplier is therefore not able to provide the support and maintenance to such licenses, therefore this support is not being provided according to the Contract.
- 2.3 The price of the Support/Renewal of Open-E DSS Jovian has significantly decreased, but the Supplier is not able to guarantee this new price for the whole duration of the Contract, therefore only 2 annual support as provided up to the date of this Amendment no. 2, are being provided according to the Contract.
- 2.4 The Parties wish to specify in more detail the inflation adjustment provisions.
- 2.5 The Parties agree to clarify the provision on period of validity of the Contract, which is clear from the provision of Part A of Annex to the Contract but the text of paragraph 5.1 of the Contract may be misleading.
- 2.6 The Supplier wish to amend the contact details in the Contract.
- 2.7 The Supplier is the successor company of RETIA, a.s., who was the original supplier according to the Contract.

The Parties have agreed to amend the Contract in compliance with Article 222 paragraph 3 and 6 of Act No. 134/2016 Coll., on public procurement, as amended.

3. Subject of the Amendment No. 2

- 3.1 Based on the mutual agreement between the Parties the Contract shall be modified as follows:

3.1.1.Paragraph 4.1 of the Contract shall be modified and newly read as follows:

"4.1 The total price of this Contract is at maximum:

17 402 088 CZK excluding VAT

(in words: seventeen millions four hundred and two thousands eighty eight CZK)."

3.1.2. The following text shall be added at the end of paragraph 4.3 of the Contract:

"If the official annual inflation rate in the Czech Republic is less than or equal to 0,5 %, the inflation adjustment provisions of this Contract shall not apply. If the official annual inflation rate in the Czech Republic is higher than 10%, for the calculation of the price adjustment according to this paragraph of the Contract, the official annual inflation rate in the Czech Republic is equal to 10%.

The Supplier shall notify the Customer in written form the change of the price according to this paragraph of the Contract when sending the invoice which reflects such change at the latest. Such notification shall be sent by the Supplier on the address for sending the invoices according to paragraph 4.10 of the Contract."

3.1.3. The last sentence of paragraph 4.15 of the Contract shall be modified and newly read as follows:

"Any change of price, except of change in accordance with Article 4.3 of the Contract, can be done only by an amendment signed by duly authorized representatives of the Parties."

3.1.4. The word "calendar" in paragraph 5.1 shall be deleted.

3.1.5. Paragraph 7.3.2 of the Contract shall be modified and newly read as follows:

"7.3.2 on behalf of the Supplier:

██████████
██████████
██████████

3.1.6. Current Annex 1 to the Contract shall be replaced by new Annex 1 that is annexed to this Amendment No. 2 as Annex 1.

4. Final Provisions of the Amendment No. 2

4.1 Other provisions of the Contract remain unchanged and in force.

4.2 The Parties hereby acknowledge that ReDat Recording, a.s., Company Identification Number 05648114, is the successor company of RETIA, a.s., Company Identification Number 25251929, and the rights and obligations under Contract are transferred to the successor company. The Parties hereby further agree that the payment to Supplier under the Contract shall be made in favour of the Supplier in its account stated in Article 1 of this Amendment No. 2.

4.3 **This Amendment No. 2 has been signed electronically, only in one electronic copy.**

- 4.4 This Amendment No. 2 becomes valid on the day it is signed by both Parties and takes effect upon being published in the Register of Contracts.
- 4.5 The Supplier acknowledges that the Customer is bound to publish this Amendment No. 2 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 Public Procurement Act. The Supplier further acknowledges that the Customer is bound to provide information according to Act No. 106/1999 Coll., on free access to information, as amended.
- 4.6 Trade secret, within the sense of § 504 of the Civil Code, means price calculation stated in Annex 1 of this Amendment No. 2.
- 4.7 The following Annex forms an integral part of this Contract:

