



Air Navigation Services of the Czech Republic

Amendment 4 to the Service Contract

Concluded pursuant to Section 1746 par. 2 of the Act No. 89/2012 Sb., the Civil Code, as amended
(hereinafter referred to as the „**Amendment**“)

1. Contracting Parties

Air Navigation Services of the Czech Republic (ANS CR)

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

Represented by: Mr. Petr Fajtl, Executive Director of Operations Unit

Company Identification Number (IČO): 49710371

Tax Identification Number: CZ699004742

Bank connection: ČSOB, a.s. Praha 5

Bank Account Number: 8815280/0300

IBAN: CZ12 0300 1712 8000 0008 8153

SWIFT kód: CEKOCZPP

Registered in the Commercial Register of Municipal Court in Prague, Section A, Insert 10771,

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

and

ROHDE & SCHWARZ – Praha, s.r.o.

With its registered office at Hadovka Office Park, Evropská 2590/33c, 160 00 Praha 6, Czech Republic

Company Identification Number (IČO): 62906127

Tax Identification Number: CZ62906127

Bank Connection: UniCredit Bank Czech Republic and Slovakia, a.s.

Bank Account Number: 1759 000/2700 CZK

1759 115/2700 EUR

IBAN: CZ36 2700 0000 0000 0175 9115

Registered in the Commercial Register of Municipal Court in Prague, Section C, Insert 34376,

(Hereinafter referred to as the "**Contractor**")

(The Client and the Contractor hereinafter jointly referred to as the „**Parties**“ and each individually as a „**Party**“).

2. Preamble

- 2.1 On 26. 08. 2014 the Parties signed the Service Contract (the Client's Contract No. 280/2013/PS/030), as amended by the Amendment 1 dated 04.08.2016, by the Amendment 2 dated 02.08.2017 and by the Amendment 3 dated 29.10.2020 (hereinafter referred to as the „**Service Contract**“).
- 2.2 Considering that the Client needs to ensure post-warranty service of the RCOM system equipment purchased under the contracts No.168/2022/IS/083 and No. 153/2023/IS/086, the Parties have agreed to conclude this Amendment, the subject of which is defined below in the Article 3.

3. Subject of the Amendment

- 3.1 The Parties have agreed, in accordance with Section 222/4 of Act No. 134/2016 Coll., Public Procurement Act, as amended, that the Article 1.2 of the Contract shall be modified and shall newly be read as follows:

“1.2 The Service support shall mean performing repairs and/or interventions in the RCOM and VoIP VCS technology and information on upgrades (as further described in the Articles 1.4., 1.5. and 1.6. and annexes to the Service Contract) supplied under the Contract for Work No. 279/2013/IS/080), under the Contract for Work No. 351/2018/IS/086, under the Purchase Contract No. 168/2022/IS/083 and under the Purchase Contract No. 153/2023/IS/086. All mentioned contracts are known and available to both Parties.

The price mentioned in the Article 2.7.1 of the Service Contract shall be changed from [REDACTED] Based on this fact the Article 2.7.1 of the Service Contract shall be modified and shall newly be read as follows:

“2.7.1 RCOM technology

- The Single fixed price for each repair (hereinafter the “SFPR^{RCOM}”) shall be:*

[REDACTED] - [REDACTED]

- The Guaranteed average annual number of repairs of defects not caused by the Client's or a third party's fault guaranteed by the Contractor (hereinafter the guaranteed average annual number of repairs – GAANR^{RCOM}) shall be:*

[REDACTED] - [REDACTED]

4. Final Provisions

- 4.1 All the other Articles of the Service Contract shall not be changed by this Amendment.
- 4.2 **This Amendment has been signed electronically, only in one electronic copy.**
- 4.3 This Amendment shall be valid upon signature by the Parties and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.
- 4.4 The Contractor acknowledges that the Client is obliged to publish this Amendment pursuant to Act No. 340/2015 Coll., on the Special Conditions for the Effectiveness of Certain Contracts, on the Publication of such Contracts, and on the Register of Contracts (the Act on the Register of Contracts), as amended, and the Public Procurement Act. The

Contractor further acknowledges that the Client is obliged to provide information in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended.

