



## Air Navigation Services of the Czech Republic

### Purchase Contract

#### “KVM matrix infrastructure”

concluded pursuant to Section 2079 et seq. of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”)

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

#### 1. Parties

##### **Air Navigation Services of the Czech Republic (ANS CR),**

A state enterprise incorporated under the laws of the Czech Republic

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

Company Identification Number: 49710371

VAT Identification Number: CZ699004742

IBAN: CZ012 0300 1712 8000 0008 8153

SWIFT code: CEKOCZPP

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

Represented by: [REDACTED]

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

and

##### **ATRAK a.s.**

A company incorporated under the laws of Czech Republic

Having its registered office at: Aviatická 1039/6, Ruzyně, 161 00 Praha 6, Czech Republic

Bank account number: 1388150025/2700

Company Identification Number: 082 08 638

VAT Identification Number: CZ08208638

Bank account number: 1388150025/2700

IBAN: CZ91 2700 000 00013 8815 0025

Registered in the Companies' Register in the Commercial Register of the Municipal Court in

Prague, Section B, Insert 24436

Represented by: [REDACTED]

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

(each individually referred to as the „**Party**“ or collectively as the „**Parties**“)

## 2. Subject Matter

### 2.1 Whereas:

2.1.1.the Buyer operates a remote-access (remote-viewing) system for stations located in the TEB from workplaces within the ITS;

2.1.2.the Buyer has an interest to expanding access to the consoles of individual local RCMS units after their relocation from the ITS hall,

the Seller undertakes, upon the terms and conditions herein contained, to deliver the Buyer **KVM matrix infrastructure** specified in the Annex No.1 of this Contract (hereinafter referred to as "**the Supply**") and to enable the Buyer to acquire the ownership to the Supply. Annex No.1 shall form an inseparable part of this Contract.

2.2 The Supply shall be delivered in requested quantity and shall have the characteristics given in the Annex No.1 of this Contract.

2.3 The Buyer hereby undertakes to pay the Seller price for the Supply under the terms and conditions defined hereafter.

## 3. Price and Payment Terms

3.1 The price of the Supply is set by an agreement between the Parties in accordance with the Prices Act 526/1990 Coll., as amended. The total contractual price of the Supply is:

116 681 EUR (in words: one hundred sixteen thousand six hundred eighty-one euros) excluding VAT.

3.2 Unit prices of individual parts of the Supply are set out in the Annex No.1 of this Contract.

3.3 The total contractual price of the Supply includes a delivery of the Supply, taxes (except VAT), licenses, duties and charges and all expenses related to the delivery of the Supply (incl. warranty stated in the Article 8 of this Contract).

3.4 The payment to the Seller under this Contract shall be made in EUR, in favor of the Seller to its bank account which is specified in the Article 1 of this Contract. The Parties have agreed that in case of payment between banks located in different countries, this payment will be made via SEPA payment or (if SEPA payment is not possible) the payment of bank charges for international payments will be divided between the Parties as SHA, i.e. each Party will bear the bank charges of its bank.

3.5 The payment of the contractual price of the Supply shall be made by the Buyer on the basis of an invoice issued by the Seller after delivery of the Supply (hereinafter referred to as the „**invoice**”). An integral part of the invoice must be the handover protocol according to the article 7.1 of this Contract.

3.6 The invoice shall be payable within thirty (30) days after receipt by the Buyer. The invoice shall be sent in written form on the Buyer's address as stated in the Article 1 of this Contract or via email from the Seller's email address [fakturace@atrak.cz](mailto:fakturace@atrak.cz) to the Buyer's email address: [fakturace@ans.cz](mailto:fakturace@ans.cz) and shall be accompanied by the attachment stated in the Article 3.5 of this Contract, otherwise it shall be returned to the Seller.

3.7 The invoice shall fulfil all requirements of a tax document according to Act no. 235/2004 Coll., on VAT, as amended and the Directive 2006/112/ES, otherwise it will be returned to the Seller. The Buyer may return an invoice if it contains inaccurate or incomplete information or if the price is incorrect. Such return must be made by the due date of the invoice. In such event, the Seller shall issue a new invoice or correct the original invoice and fix a new due date.

- 3.8 The Buyer shall make payment under the Contract solely to the Seller's bank account specified in the Article 1 of the Contract. This bank account number must be stated on every invoice issued by the Seller; otherwise, the invoice shall be returned to the Seller for correction. Any change to the Seller's bank account must be made by an amendment to the Contract. Total contractual price for the Supply under this Contract is final, including all taxes (except VAT). In the event the Buyer is required in accordance with the Act. No. 586/1992 Coll., on Income Tax, or with the applicable treaty for the avoidance of double taxation to withhold or deduct taxes upon payment of the contractual price, the Seller will receive the amount after the deduction.
- 3.9 If the Seller is a VAT payer in the Czech Republic, the Seller's bank account specified in the Article 1 of the Contract must, as of the invoice due date, be published in the register of VAT payers maintained by the Ministry of Finance of the Czech Republic. Otherwise, the Buyer shall not be obliged to make the corresponding payment and shall be entitled to return the invoice to the Seller for correction.
- 3.10 The Seller shall be entitled to assign and/or pledge its receivables against the Buyer only with the Buyer's prior written consent granted by electronic (digital) means (e.g. by e-mail), where the subject matter of the communication must be contained in an attachment converted into PDF format and signed with an Electronic Signature, or via a data box, or by post through a licensed postal service provider with confirmation of delivery (hereinafter referred to as the „**Certified communication**”).
- 3.11 Any change of prices stated in this Contract or in the Annex 1 of this Contract must be performed by a written addendum concluded by both Parties.

#### **4. Taxes**

- 4.1 The Buyer declares that it is a tax resident of the Czech Republic.
- 4.2 The Seller declares that it is a tax resident of the Czech Republic.
- 4.3 The Buyer declares that it is registered as a VAT taxpayer in the Czech Republic under registration number CZ699004742.
- 4.4 The Seller declares that it is registered as a VAT taxpayer in the Czech Republic under registration number CZ08208638.
- 4.5 The Seller shall bear no responsibility for the performance of the Buyer's obligations towards tax authorities of the Czech Republic.
- 4.6 The Buyer shall bear no responsibility for the performance of the Seller's obligations towards tax authorities of the Czech Republic.

#### **5. The place of performance**

- 5.1 The place of performance (handover of the Supply to the Buyer) is IATCC, ANS CR, Navigační 787, 252 61 Jeneč, Czech Republic.
- 5.2 The Supply shall be delivered DAP/DPP according to the INCOTERMS (2022 Edition).

#### **6. The term of performance**

- 6.1 The Seller shall be obliged to deliver the Supply to the Buyer no later than by **T0 + 2 months**.
- 6.2 The "month" means a period of thirty (30) consecutive running days and T0 is a date of the Contract coming into force.

## 7. Handover

- 7.1 The Seller and the Buyer shall sign the protocol on due handover and takeover that shall confirm the Supply was duly handed over to the Buyer.
- 7.2 The handover protocol shall include:
- the Buyer's identification number of the Contract;
  - identification of handing over and receiving Parties;
  - subject of acceptance (including accessories);
  - list of delivered documentation;
  - pending items and defects found that do not prevent takeover (including defect removal or pending items delivery date);
  - date and place of delivery and acceptance;
  - signatures of handing over and receiving representatives.

## 8. Warranty

- 8.1 The Seller provides the Buyer with a 24 months warranty period for the Supply (hereinafter "**the Warranty period**"). The Warranty period starts on the day of signature of the handover protocol by both Parties according to the Article 7.1 of this Contract. All and any defects of the Supply shall be notified in writing by the Buyer to the Seller as soon as possible after they were observed.
- 8.2 The warranty shall apply only as much as the Supply has been used and maintained in compliance with the Seller's instructions for use as set forth in the documentation and provided further that the Supply has been used under normal operating conditions defined by the Seller instructions.
- 8.3 The Seller shall repair the defect no later than within 60 days from its receipt and then deliver it without undue delay to the Buyer at the Seller's expense. Repair time can be extended based on the written mutual agreement of the Parties.
- 8.4 In case of breach of the warranty duties by the Seller, the Buyer has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Seller.
- 8.5 The Warranty period shall be extended by the period which was necessary to eliminate the defect. The period necessary for elimination of a defect begins on a day when the Buyer announces a respective defect to the Seller according to the Article 8.1 of this Contract and ends on a day when the defect has been repaired.
- 8.6 The Seller warrants that the Supply is free from any malicious code or vulnerabilities that could potentially impact the Buyer's information infrastructure.
- 8.7 Unless stated otherwise in this Contract the liability for defects follows the Section 2615 et seq. of the Civil Code.
- 8.8 The liability for unencumbered legal title to the Supply shall be carried by the Seller and the liability is not limited to the warranty period agreed herein.

## 9. Ownership right and risk of damage

- 9.1 The risk of damage to the Supply shall pass to the Buyer on DAP delivery, or DDP delivery, if applied, as per INCOTERMS 2022. The DAP delivery clause is acceptable provided that the goods are delivered from EU countries, otherwise the DDP delivery clause will be applied.
- 9.2 The ownership right shall pass to the Buyer at the same date as DAP delivery or DDP delivery, if applied.

## 10. The Seller's obligations

10.1 The Seller is obliged to comply with the Security Rules for Regular Contractors, which are listed on the following website:

[https://www.ans.cz/content/documents/Security\\_rules\\_for\\_regular\\_contractors.pdf](https://www.ans.cz/content/documents/Security_rules_for_regular_contractors.pdf)

10.2 The Buyer may change the Security Rules for Regular Contractors after the conclusion hereof, in connection with changes in legal regulations, decisions or warnings of the National Cyber and Information Security Agency, decisions of other administrative authorities or the implementation of corrective measures resulting from state supervision. Changes to the Security Rules for Regular Contractors will be distributed via Certified communication to the address of the Seller's cyber security manager or the Seller's Main contact person. If the Seller does not express disagreement with the implemented change within 10 business days from the delivery of the notification of change, it is considered that the Seller agrees with the change and is obliged to comply with the Security Rules for Regular Contractors as amended.

10.3 The Seller will ensure that all of its employees who participate in the fulfilment of obligations under the Contract are demonstrably familiarized with the Security Rules for Regular Contractors.

10.4 For the purpose of fulfilling the Security Rules for Regulars Contractors, the Main contact persons will exchange contact details of cyber security managers. These contact details/persons may be changed from time to time, however, any such change must be immediately notified to the other Party through the Main contact persons. Communication regarding the contact details of the cyber security manager will take place between the Main contact persons.

10.5 The Seller shall comply with the rules of the entry of external entities to the premises and objects of the Buyer. The obligations of the Seller regarding the entry of external entities to the premises and objects of the Buyer are specified on the following website:

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

10.6 If the Seller or any of the personnel performing activities related to the performance of the Contract breaches these rules governing the access of external entities to the premises and facilities of the Buyer, the Buyer shall be entitled to deny such person access to these premises and facilities or to expel them from such premises and facilities.

10.7 The Seller shall be obliged to maintain confidentiality towards third parties with respect to all confidential information and facts of which the Seller becomes aware in connection with this Contract, in particular any data and information provided to the Seller by the Buyer.

10.8 The Seller is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the ICAO Annex No. 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 Seller shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

## 11. Contractual penalties

11.1 In case the Buyer creates all conditions in line with this Contract for the Seller, nevertheless the Seller does not fulfil the term of performance according to the Article 6.1 of this Contract, the Buyer may claim from the Seller a contractual penalty in the amount of 0,05 % of the contractual price of the Supply per each day of delay.

11.2 In case the Seller breaches any of its obligations to protect confidential information or any obligation of confidentiality regarding confidential information under this Contract, the Buyer



13.6 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.

#### **14. Legal defects**

14.1 The Seller represents that the Supply hereunder shall be delivered to the Buyer free of any legal defects, including defects under copyrights, patent or industrial rights of third parties. The Seller shall indemnify the Buyer for all and any damage suffered as a result of any legal defects of the Supply.

#### **15. Force Majeure**

15.1 The Parties are released from liability for partial or complete non-fulfilment of contractual obligations if it demonstrably occurred as a result of force majeure. Force majeure is considered to be circumstances that arose after the conclusion hereof as a result of events of an extraordinary nature that were unforeseen and unavoidable by the Parties and have an immediate impact on the performance of the subject hereof. If the above circumstances occur, both Parties are obliged to immediately inform each other about these circumstances.

15.2 The deadlines for fulfilling obligations under the Contract are extended by the period during which the circumstance excluding liability for partial or complete non-fulfilment of contractual obligations demonstrably persists.

15.3 If the consequences resulting from the intervention of force majeure on the part of the Seller demonstrably last longer than three months, the Buyer may withdraw from the Contract, with the claims of the Parties being settled so that neither Party is unjustly enriched.

#### **16. Other Provisions**

16.1 The Seller acknowledges that the Buyer 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. The Seller further acknowledges that the Buyer is bound to provide information according to Act No. 106/1999 Coll., on free access to information, as amended.

16.2 Trade secret, within the sense of § 504 of the Civil Code, means all unit prices set out in the Annex No.1 of this Contract.

16.3 The Buyer and the Seller 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 Buyer is available on:

<https://www.rlp.cz/categorysb?CatCode=A5>

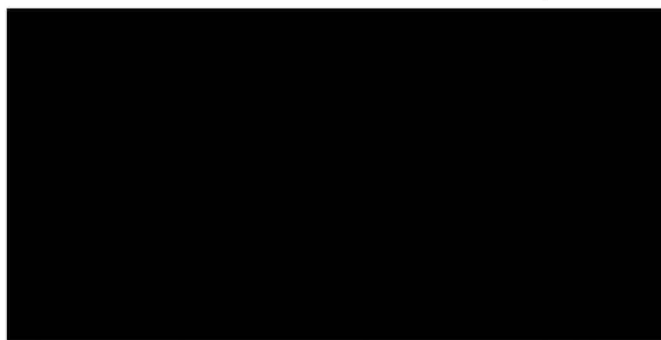
16.4 No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.

#### **17. Final Provisions**

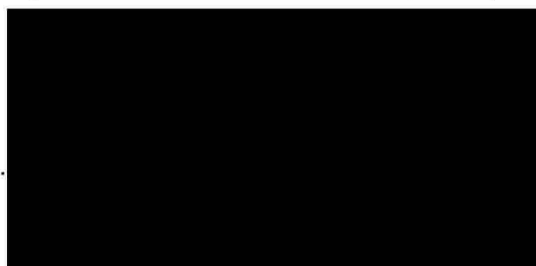
17.1 The Parties agree that their contractual relationship shall be governed by Czech Law, namely by the Civil Code, as amended. Any dispute, controversy and/or claim arising out of or in

connection with this Contract, which cannot be settled by the Parties in a friendly manner, shall be finally settled by the appropriate Court of the Buyer.

- 17.2 Any amendment and alteration of the Contract can only be made in writing, based on agreement of both Parties, and must be signed by authorized representatives of both Parties hereto.
- 17.3 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.
- 17.4 **This Contract has been signed electronically, only in one electronic copy.**
- 17.5 The Parties agree with the content of this Contract, and in witness of their free and serious will they have caused this Contract to be executed by their duly authorized representatives.
- 17.6 This Contract shall be valid upon signature by the Buyer and the Seller 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.
- 17.7 The integral part of this Contract is Annex No.1 – Technical specification (with unit prices of the Supply).



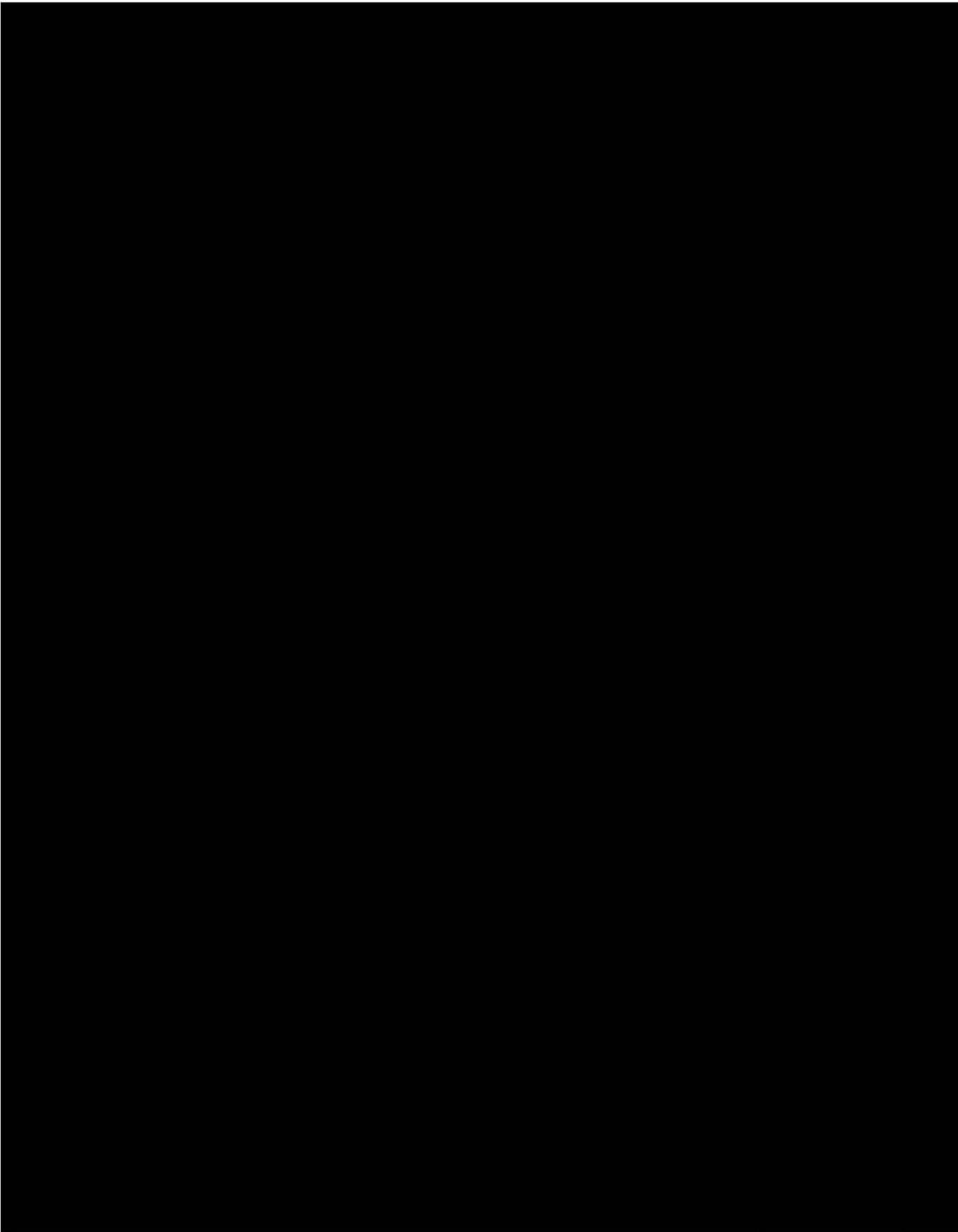
Air Navigation Services of the Czech Republic (ANS CR)



ATRAK a.s.



ATRAK a.s.



116 681,00 €

All components include power supplies and cables if relevant