



## Air Navigation Services of the Czech Republic

### SERVICE CONTRACT

entered into pursuant to Section 1746, paragraph 2 of the Act No. 89/2012 Coll., the Civil Code  
(the "Civil Code")

(The "Contract")

#### 1. CONTRACTING PARTIES

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

A state enterprise with its registered office at Navigační 787, 252 61 Jeneč

Person authorized to conclude this Contract: [REDACTED]

Company ID No.: 49710371

Tax ID No.: CZ49710371

Bank connection: [REDACTED]

Registered in the Commercial Register maintained by the City Court in Prague, Volume A,  
number of entry: 10771

(Hereinafter referred to as the "Customer")

And

##### **Norwegian Special Mission AS**

With its registered office at Generalmajor Mehreersvei 4, 2060 Gardermoen

Represented by: [REDACTED]

Tax ID No.: 985 97 4 799

Bank connection: [REDACTED]

Registered in the Companies' Register in the Brønnøysund Register Centre Norway

(Hereinafter referred to as the "Provider")

(Customer and Provider are also each a "Party" or collectively, the "Parties".)

#### 2. DEFINITIONS

- 2.1 "CR3" shall mean all equipment, materials and devices the fully automatic nav aids flight inspection system UNIFIS 3000, which is installed in the Customer's aircraft L410 UVP-E, serial number [REDACTED] registration OK-WYI, consist of.

- 2.2 "CR4" shall mean all equipment, materials and devices the fully automatic navaid flight inspection system UNIFIS 3000, which is installed in the Customer's aircraft Cessna 560 XL, serial number [REDACTED] [REDACTED] OK-CAA, consist of.
- 2.3 "Training" shall mean recurrent training for Flight Inspectors.
- 2.4 "Regular Servicing and Maintenance", "Updating the Control SW" and "Training" include all activities specified in Appendix 1 hereto. The process and verification of the results of Regular Servicing and Maintenance and Control SW Update is defined in Article 8.

### 3. SUBJECT OF THE CONTRACT

- 3.1 Upon the terms and subject to the conditions herein contained, the Provider undertakes to provide Regular Servicing and Maintenance and Updating the Control SW of CR3 and CR4 and Training (hereinafter also collectively referred to as the "Service") and the Customer undertakes to cooperate with the Provider in performance of its obligations correspondingly. The Provider shall provide twice Service of CR3 and twice Service of CR4 for the duration of the Contract.
- 3.2 The Customer undertakes to pay the Provider for the above mentioned Service the agreed price in the amount and under the conditions specified in the Contract.

### 4. PRICE OF THE SERVICE

- 4.1 The price of the Service performed duly and timely under this Contract is determined by agreement of the Parties pursuant to Act No. 526/1990 Coll., on Prices, as amended. The price of the Service includes all costs associated with the execution of the Service under this Contract. Any price change can only be made by written amendment to this Contract, signed by both Parties and subject to compliance with Act No. 137/2006 Coll., on Public Procurement, as amended (the "PPA"). The total agreed price of the Service, which is specified in Annex 1 to this Contract and the price calculation of which is included in Annex 2 to this Contract, is agreed by and between the Parties as a fixed price and shall amount:

[REDACTED] - [REDACTED]

[REDACTED]

### 5. PAYMENT TERMS

- 5.1 All payments shall be made in EUR, based on the invoices issued by the Provider, and will be made by wire transfer to the Provider's account specified in the heading of this Contract. The Provider will be entitled to invoice upon official delivery of the Service according to Paragraphs 8.5 and 8.6 and upon complete performance of services for the Customer according to Annex 1 to this Contract.
- 5.2 The Customer undertakes to pay the price for the subject of this Contract pursuant to Paragraph 4.1 on the basis of invoices issued by the Provider always after accomplishment of Service and on the basis of mutually signed document "Overhaul and Service Acceptance" which will be an integral annex to the invoice.
- 5.3 Each invoice shall contain the following:
- a reference to the Contract number;
  - tax identification numbers of the Provider and the Customer;
- 5.4 The invoice shall be due within 30 calendar days from the date of its receipt by the Customer.

- 5.5 In case of an authorized return of an invoice, the maturity period stops running on the day of sending the invoice by the Customer and a new maturity period starts upon the delivery of a corrected or completed invoice to the Customer.
- 5.6 Invoices with reference to the Contract number shall be sent to the address of ANS CR: RLP ČR, s.p., Navigační 787, 252 61 Jeneč.

## 6. DATE AND PLACE OF PERFORMANCE

- 6.1 The date of performance of the subject of this Contract shall always be agreed between the Parties in writing before initiation of the performance, no later than 10 calendar days in advance.
- 6.2 The place of performance of the Service, as well as the point of its delivery to the Customer on the date specified above, will be the Provider's buildings at the Gardemoen Airport, Oslo.

## 7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall at its own expense transport the aircraft with the relevant equipment from Prague to the place of performance in accordance with the Paragraph 6.2. The costs associated with placement of the aircraft in Norway (parking and landing fees and safe parking of the aircraft for a period of the overhaul) shall be borne by the Provider.
- 7.2 Along with the equipment, the Customer shall transport also all requested accessories, spare parts and documentation no later than one day before the start of the performance.
- 7.3 The Customer shall, at its own expense, carry out post-performance test flights in the maximum duration of 10 flight hours.

## 8. PROCEDURE OF REGULAR MAINTENANCE, SERVICING AND CONTROL SW UPDATING AND TRAINING

- 8.1 Service carried out at the place of performance includes activities defined in Annex 1 hereto.
- 8.2 The normal duration of Service shall be five (5) working days from its start to issue of the **Service Certificate** document on progress and extent of its implementation. This period may be extended upon the Customer's request and by mutual agreement with the Provider. The cost of such extension shall be borne by the Customer.
- 8.3 After completion of Service, the Provider shall submit the Service Certificate document to the Customer. According to this document, the Customer will check whether the Service have been carried out properly.
- 8.4 After checking the Service carried out under Paragraph 8.3, the Customer shall perform the functionality testing – the **Service Tests**. These tests shall be initiated no later than one day after completion of the Service and will take no more than two days, in the maximum extent of 10 flight hours.
- 8.5 After verifying the equipment functionality in accordance with Paragraph 8.4, the Customer shall confirm completion of Service with a signature of the **Overhaul and Service Acceptance** document.

- 8.6 The Provider shall also submit to the Customer a document titled Statement, which confirms that implementation of regular maintenance, servicing and updating control SW does not disrupt any aircraft systems and that no interferences between aircraft systems and respective equipment CR3/CR4 have been caused. If it will not be possible to confirm this, the Provider undertakes to bear all the costs of resolving problems preventing this Statement from its issuance.
- 8.7 In the event that during testing of functionality – Service Tests – minor discrepancies appear, which still by their very nature do not prevent the equipment from performance of intended operation, it is considered that the equipment has successfully passed the testing of functionality. Discrepancies found will be registered and the Provider shall correct them at its own expense and in the shortest time possible, not later than within 20 working days from detection of such discrepancies.
- 8.8 In the event that during testing of functionality – Service Tests – such discrepancies appear, which exclude performance of intended operation, the Provider shall correct them at its own expense and within a reasonable time and a partial re-examination of functionality for the respective part of the equipment will be performed, at the Provider's expense. These costs include also expenses associated with the stay of the crew during re-examination of functionality.
- 8.9 If Overhaul and Service Acceptance documents are not signed within 15 working days from the start of Service for reasons not caused by the Provider, it is considered that Service have been successfully performed.

## 9. CONVENTIONAL FINES

- 9.1 In case of the Provider's delay with performance of the Service under this Contract compared to the date agreed in accordance with Paragraph 6.1 of this Contract, the Provider shall pay the Customer some of the following conventional fines:
- In case of delay of more than one (1) week and less than four (4) weeks from agreed date of performance, the conventional fine shall be set at 0.35 % of the total price of the Service (Article 4 hereinabove) for each full week of delay.
  - In case of delay of more than four (4) weeks, the conventional fine shall be set at 0.5 % of the total price of the Service for each full week of delay.

A week means seven consecutive days.

- 9.2 Provider's obligation to pay a penalty under section 9.1 shall cease if the delay arose due to force majeure pursuant to Article 14.
- 9.3 If the Customer pays the invoice – tax document after due date specified in Paragraph 5.4, the Provider shall be entitled to demand from the Customer a conventional fine of 0.05 % of the amount due for each new calendar day of delay in payment.
- 9.4 Conventional fines will be paid in euros.
- 9.5 The obliged Party shall pay the penalties set forth herein regardless of any damage is inflicted upon the other Party in this context and if so, what is the amount of such damage; any such damage can be claimed separately, the right to compensation is not affected.

## 10. WARRANTY AND LIABILITY FOR DEFECTS

- 10.1 The Provider shall provide a warranty for the subject matter hereof for the period of 24 months from the date of signature of Overhaul and Service Acceptance documents for the respective CR3/CR4 system. This warranty shall be limited in accordance with the following paragraphs:
- 10.1.1 The Provider undertakes during the warranty period to replace or repair, at its own expense and within a reasonable time, any hardware components installed during regular servicing and maintenance which are discovered to be defective due to faulty design, material or workmanship. The costs associated with sending defective parts to the manufacturer and the costs of redelivery thereof to the Customer shall be borne by the Provider.
- 10.1.2 This warranty does not cover repairs or replacement of parts of the common usage (light bulbs, fuses, etc.) or those parts where defect was caused due to inappropriate treatment, unprofessional repair or any other modification without consent of the manufacturer.
- 10.1.3 As for the software, the Provider agrees to repair or reprogram, at its own expense, those parts which do not perform their functions, compared to software delivered to the Customer under updating of the control SW, and no later than 15 days from reporting the defect.
- 10.1.4 In the event of a hardware or software failure, the Customer shall perform partial tests and repairs according to the Provider's instructions. Paragraphs 10.1.1 and 10.1.3 shall be applied only if these partial tests and repairs are not successful.
- 10.1.5 Provider's warranty obligations shall not include the presence of the Provider's technical expert in Customer's premises when detecting simple defects. Such primary detection shall be performed based on telephone consultation with the Provider.

## **11. OWNERSHIP AND USER RIGHTS OVER SOFTWARE**

- 11.1 Based on full payment for the respective Service according to Article 5, the Provider shall grant the Customer license rights in the form of a written certificate to use of the modified software and related documentation.
- 11.1.1 The Provider shall provide the Customer a non-exclusive license and the Customer shall be entitled to dispose of the software, which remains the property of the Provider, only under the following conditions.
- 11.1.2 Without the written consent of the Provider, the Customer shall not assign the right to use the software to any other person and is not authorized to make any modifications of the software. The software may only be copied for the purpose of a backup. Each copy shall be properly labeled. The software may only be handled by authorized persons having this activity within their responsibilities.
- 11.1.3 The Customer undertakes to use the software only on the devices recommended by the Provider.
- 11.1.4 The Customer undertakes to keep the software secret towards third parties and enable the access to the software only its authorized personnel. The Customer undertakes to comply with the provisions of this Article even if this Contract expires.
- 11.2 In the event that any other person, including employees of the Provider, makes a claim to the Customer for breach of intellectual property rights in connection with this Contract, the Provider undertakes to provide the Customer with effective assistance and reimburse the Customer for all expenses, which the Customer incurred in connection with a dispute between the Customer and the other party. In addition, the Provider agrees to reimburse the Customer for any damages that are incurred as a result of the copyright claim to the Customer in connection with this Contract; reimbursement shall be in full, without any restrictions.

## **12. OTHER PROVISIONS**

### 12.1 *Security of Civil Aviation*

By signing this Contract the Provider 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 L 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 Provider shall not anyhow reproduce and redistribute any information acquired in connection with the performance of this Contract.

### 12.2 *Publication*

The Provider acknowledges that the Customer is obliged to publish the Service Contract and associated information and documents related to the performance under the Service Contract pursuant to the Act No. 137/2006 Coll., on Public Procurement, as amended. However, information relating to copyright in accordance with Act No. 121/2000 Coll., Copyright Act, as amended, and information under provisions of Section 504 and Section 1730 subs. 2 of the Act No. 89/2012 Coll., Civil Code and information under the Aviation Regulation L17 will continue to be protected, if so expressly indicated by the Parties - Annex 2: Price Calculation.

The Provider also acknowledges that the Customer is an obliged entity according to the Act No. 106/1999 Coll., on Free Access to Information, as amended.

- 12.3 The Provider undertakes to submit to the Customer a list of subcontractors who have received more than 10 % of a part of one year's price which have received in one calendar year. This list shall be submitted no later than 28<sup>th</sup> February of the following year. In the event, that subcontractor is a joint stock company still accompanied by a list of holders of share, the Supplier shall submit to the Customer the list of such subcontractor's shareholders who own in aggregate more than 10% of the capital. The list of subcontractor's shareholders shall be executed ninety (90) days before the submission of the list of subcontractors at the latest.

## 13. **CONTRACT TERMINATION**

- 13.1 The Customer may terminate the Contract if the Provider does not perform the Service in accordance with the Contract and/or neglects to perform its obligations in such a serious way that this will significantly affect the quality of the Service or its deadline. The Customer considers the following items to be a material breach of the Contract with the possibility of immediate termination:
- breach of obligations under Paragraph 10.1.3 hereof;
  - delay in deadline of the Service delivery longer than 30 days.
- 13.2 The Provider shall be entitled to withdraw from this Contract if the Customer is in delay with payment of an invoice for more than 45 days or for demonstrable non-performance of the Customer's obligations agreed in Article 7 hereof. The Provider shall notify the Customer in writing of the non-performance of agreed obligations, together with a deadline for correction which may not be shorter than 14 days. If the stipulated obligations remain not cured at that time, this Contract shall terminate on the date of delivery of a written notice of withdrawal from this Contract to the Customer. The notice of withdrawal shall be sent by registered letter using licensed postal services.
- 13.3 In case of termination of this Contract for reasons on the part of the Customer, the Customer shall pay the Provider any costs demonstrably incurred at the date of termination.
- 13.4 In case of withdrawal of either Party from this Contract, the force and effectiveness thereof shall expire upon the date of delivery of a written notice of withdrawal from this Contract to the other Party.

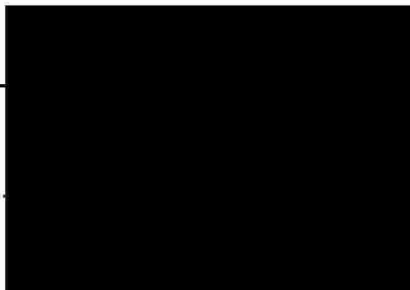
## 14. **FORCE MAJEURE**

- 14.1 Neither Party shall have any legal liability to the other Party if it cannot partially or completely perform its obligations under this Contract provably due to force majeure. Force majeure refers to circumstances that arose after conclusion of this Contract as a result of events of an extraordinary nature that are beyond the Parties' control and that could not be anticipated upon the signature hereof, having immediate impact on the performance of the subject matter hereof. Should the above-mentioned circumstances occur, either of the Parties hereto shall forthwith inform the other Party of such problem.
- 14.2 The time limits for performance of the obligations under the Contract shall be extended for a period during which the liability excluding circumstance lasts.
- 14.3 Should force majeure consequences last provably for more than three months, any of the Parties hereto is entitled to withdraw from the Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party.

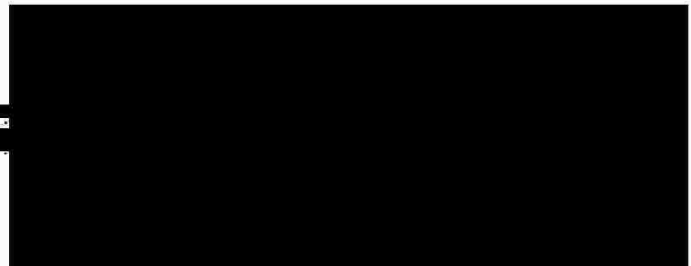
## 15. FINAL PROVISIONS

- 15.1 This Contract may only be altered or amended by way of an express written agreement concluded by and between both contracting Parties in the form of an amendment to this Contract, signed by both Parties hereto.
- 15.2 This Contract is concluded for a definite period until 31<sup>st</sup> December 2019. The Contract shall enter into force and become effective upon signature of both Parties.
- 15.3 Both Parties declare that the respective articles hereof are sufficient in terms of conditions necessary for the establishment of a contract-based relationship and that they have made this Contract of their free will and that this Contract is concluded definitely, seriously and clearly. The Parties have agreed that the Civil Code governs their contract-based relationship.
- 15.4 The Provider hereby declares and is responsible for ensuring that it is authorized to conduct business within the scope of this Contract and that the performance of the Service will be provided with professional care. The Provider shall be liable for damages caused by breach of its obligations or by its activities, unless specified otherwise in this Contract.
- 15.5 This Contract has been made in four original copies in English, of which each Party shall receive two copies.
- 15.6 The following Annexes shall form an integral part hereof:  
Annex 1: Specification of Service  
Annex 2: Price Calculation

In Jeneč, on \_\_\_\_\_



**Air Navigation Services of the Czech Republic**



**Norwegian Special Mission AS**

## ANNEX 1 TO SERVICE CONTRACT SPECIFICATION OF SERVICE

Considering the fact that automatic nav aids flight inspection systems for UNIFIS 3000 CR3 and CR4 contain special components and computer components and that the equipment is no longer covered by warranty, it is necessary to carry out every two years regular and thorough inspection, adjustment, calibration and testing of the entire system to guarantee high reliability of the inspection system's results and to the maximum extent prevent the occurrence of any problems in normal operation.

### 1) Regular Servicing and Maintenance

During regular servicing and maintenance, the entire inspection system shall be dismantled and transported into the manufacturing plant where will be checked, configured, tested and calibrated. Then, the system will be re-installed into the airplane and the functional tests of coordination with the other system in the airplane will be performed. The final system calibration and performance of complex ground tests shall follow. All the results shall be finally verified through flight tests.

Regular servicing and maintenance particularly consist of:

#### a) Primary Review of the System

- Execution of ground tests of the equipment immediately upon arrival to the place of regular servicing and maintenance, inspection and acceptance of records of operation for the last period.

#### b) Visual Inspection of the System

- Inspection of the wear of connectors and connection cables and measuring of their functionality.
- Inspection of attachment of the system in the aircraft, eliminating the effects of vibrations and acceleration load, fixation of embedded segments and mechanical parts.

#### c) Check of Electric Parts

- Check of the electric connection, removal of corrosion from the wiring and unprotected areas, replacement of damaged connectors and contacts.
- Replacement of all fluorescent tubes, light bulbs and fuses in the system.
- Replacement of STBY batteries.
- Verify whether there are no electric or electromagnetic interferences between aircraft systems and the CR3/CR4 equipment.

#### d) Mechanical Cleaning of Measuring Consoles

- Cleaning of the entire system from dirt, paint exposed areas.
- Replacement of mechanically worn parts.

#### e) Calibration and Ground Testing

- Long-term measurement of sensed data from communication and navigation receivers.
- Setup and calibration of the system after the regular factory service and maintenance.
- Reassembling of the system and its installation into the airplane, checking mechanical characteristics.
- Checking of the system functionality through comprehensive ground tests.
- Interference testing.

#### f) Radiation Field Patterns

- Measurement of radiation field patterns of antenna systems and attenuation of transmission paths in order to check the installation.



- g) Flight Check (Testing)
  - Checking by practical flight measurements at airports and navigation facilities in Norway, accuracy and reliability cross-checking.
- h) Spare Parts Inspection and Testing
  - Comprehensive testing and inspection of all delivered spare parts for the CR3/CR4 measuring inspection system.
- i) Related Equipment Inspection and Testing
  - Testing the reception of reference satellite and terrestrial signals.
- j) Updating of Technical Documentation and Operations Manuals
- k) Recertification
  - Renewal of the certificate of the measuring equipment.
- l) Recurrent Training for Flight Inspectors
  - Preparation of training documentation.
  - Theoretical and practical training.
  - Type certificate for UNIFIS 3000.

## **2) Control SW Updating**

Development and testing of new versions of control SW contains incorporated comments and suggestions of other users around the world who use this inspection system. Most of the modifications relates to the increase of operator comfort, simplification of use and increase of indicators and system screens information value. In addition, updates of ICAO aviation regulations and standards are also incorporated into the control SW.

Then the new SW version is put to long-term testing in company HW laboratories where real air systems are simulated. Its stability and integrity as well as the correctness of calculations are checked.

With respect to permanent progress in the field of air navigation and verification, new testing processes and procedures are being developed in order to ensure maximum reliability of measured data both in ground and field tests.

### **Installation of New Version of Control SW**

- Review of storage media, testing the processor.
- Replacement of control SW old version for the new one, with the deficiencies identified during use of the system remedied.

## **3) Land assistance**

During regular servicing and maintenance, the assistance of ground personnel, the Norwegian CAA and provision of related services shall be necessary as follows:

- a) Landing and Airport fees

- All fees (overflight, landing, etc.) related to Customer's aircraft arrival on the territory of Norway, as well as fees during flight tests, including flights to other airports.

b) Parking Fees

- Lease of a parking area in a covered hangar for the airplane during routine servicing and maintenance, guarding of airplanes.

c) Aerodrome Assistance

- Ground staff services in flight operations within the territory of Norway.

d) Other

- Provision of hotel for the Customer's airplane crew.
- Provision of transportation of the crew between the airport, hotel and the manufacturing plant in Oslo.