



Air Navigation Services of the Czech Republic

Amendment No. 1 to the Contract for Work

„NOS/IBS upgrade 2017“

Concluded pursuant to Section 2586 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 „Amendment“)

1. Contracting 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

Tax Identification Number: CZ49710371

Tax Identification Number valid since 1.1.2018: CZ699004742

Bank Connection: Československá obchodní banka, a. s.

Account Number: 8815030/0300

IBAN: CZ04 0300 1760 3000 0008 8153 SWIFT code: CEKOCZPP

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

Represented by: Mr. Jan Klas, Director General

(hereinafter referred to as the “ANS CR” or the “Customer”)

and

FREQUENTIS California Inc.

Seated at 2511 Garden Road, Suite A-165, Monterey, CA 93940, USA

Registered in the State of Delaware on February 22, 2010, Registration No: 4791070

Represented by Jean Marie „John“ Fort

Tax Identification Number: 27-1966478

Bank Connection: [REDACTED]

Account Number: [REDACTED]

SWIFT Code: [REDACTED]

(hereinafter referred to as the “Supplier”)

(The Customer and the Supplier hereinafter jointly referred to as the “Parties” and each individually as a “Party”).

2. Preamble of the Amendment

- 2.1 On April 13, 2017 the Parties signed Contract for Work (Contract No. ANS CR: 366/2016/IS/073) (**hereinafter referred to as the "Contract for Work"**) the subject of which is the commitment of the Supplier to provide the Customer with the NOS/IBS upgrade as specified in the Contract for Work.
- 2.2 As the Contract for Work contains references to Service Contract No. 195/2014/PS/033 which is no longer effective and has been replaced by a new Service Contract No. 239/2017/PS/033, the Parties agree to conclude this Amendment to modify references in the Contract for Work to the said new Service Contract.

3. Subject of the Amendment

- 3.1 In Article 7.6 of the Contract for Work a reference to the Service Contract No. 239/2017/PS/033 shall be made instead of reference to the Service Contract No. 195/2014/PS/033. Based on this modification, Article 7.6 of the Contract for Work shall newly be read as follows:

"7.6 The FAT shall be executed subject to the following rules:

- finding of Minor and Major defects (as defined in Service Contract No. 239/2017/PS/033, which is in possession of both Parties and, therefore, both Parties agree not to annex hereto) will be listed in the FAT record specifying the date when the error shall be repaired;

- finding of Critical defect (as defined in Service Contract No. 239/2017/PS/033) will cause FAT interruption and FAT shall be repeated in the whole range entirely;

- in the event the Parties are unable to reach agreement on the classification of the reported problem, the reported problem shall be classified at Customer's assigned classification;

- in case of not successful FAT, the new date of FAT shall be agreed by both Parties;

- the Customer shall have the right to select particular test(s) to be repeated within FAT;

if the date of reparation/repetition is set after the current Milestone date, the Supplier shall be exposed to the Penalties under Article 16 of this Contract."

- 3.2 In Article 8.5 of the Contract for Work a reference to the Service Contract No. 239/2017/PS/033 shall be made instead of reference to the Service Contract No. 195/2014/PS/033. Based on this modification, Article 8.5 of the Contract for Work shall newly be read as follows:

"8.5 SAT shall be executed subject to the following rules:

- finding of Minor defects (as defined in Service Contract No. 239/2017/PS/033) will be listed in the SAT record specifying the date when the error shall be repaired;

- finding of Major defect (as defined in Service Contract No. 239/2017/PS/033) which correction requires SW update, the Test case which identifies the error shall be repeated. The Major defect will be listed in the SAT record specifying the date when the error shall be repaired. The date of repetition of Test cases which identified the error shall be the SAT_{1 End} and SAT_{2 End} date at the latest minus the time needed for the re-testing. If the date of reparation/repetition is set after the current Milestone date, the Supplier shall be exposed to the Penalties under Article 16 of this Contract;

- finding of Critical defect (as defined in Service Contract No. 239/2017/PS/033) preventing use of the system will cause SAT interruption and SAT shall be repeated in the whole range entirely;

- *in the event the Parties are unable to reach agreement on the classification, the reported problem shall be classified at Customer's assigned classification;*
- *in case of not successful SAT the new date of SAT shall be agreed by both Parties;*
- *the Customer shall have the right to select particular test(s) to be repeated within SAT."*

3.3 In Article 11.11 of the Contract for Work a reference to the Service Contract No. 239/2017/PS/033 shall be made instead of reference to the Service Contract No. 195/2014/PS/033. Based on this modification, Article 11.11 of the Contract for Work shall newly be read as follows:

"11.11 During Warranty period payments for service availability and service interventions shall be made according to Article 2.1.1 (for systems described in Articles 1.1.2.1 and 1.1.2.2) of the Service Contract No. 239/2017/PS/033."

3.4 In Article 11.12 of the Contract for Work a reference to the Service Contract No. 239/2017/PS/033 shall be made instead of reference to the Service Contract No. 195/2014/PS/033. Based on this modification, Article 11.12 of the Contract for Work shall newly be read as follows:

"11.12. The Parties further agree that payments for service availability and service interventions shall be made according to Article 2.1.1 (for systems described in Articles 1.1.2.1 and 1.1.2.2) of the Service Contract No. 239/2017/PS/033."

3.5 Article 11.13 of the Contract for Work shall be removed and replaced by a new wording as follows:

"11.13. Conditions of the Warranty shall be governed by the conditions for service support according to Service Contract No. 239/2017/PS/033."

3.6 In Article 15.1 of the Contract for Work a reference to the Service Contract No. 239/2017/PS/033 shall be made instead of reference to the Service Contract No. 195/2014/PS/033. Based on this modification, Article 15.1 of the Contract for Work shall newly be read as follows:

"15.1 The Customer is obliged to provide to designated Supplier's employees remote access and VPN connection to the maintained system via Customer's IP data network (CADIN) based on defined access privileges. An RSA SecureID token will be issued to each of these Supplier's employees, a list of which is presented in Appendix 3 of the Service Contract No. 239/2017/PS/033 which is known to both Parties."

4. Final provisions of the Amendment

- 4.1 All the other parts of the Contract for Work shall not be changed by this Amendment.
- 4.2 This Amendment shall become valid and effective on the day of its signature by both Parties.

4.3 This Amendment has been signed by duly authorized representatives of the Parties in four (4) original copies in English. Each of the Parties shall receive two copies.

In Jeneč on: 30 -01- 2018



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Customer
Mr. Jan Klas
Director General
Air Navigation Services of the Czech Republic



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