



## Air Navigation Services of the Czech Republic

### Amendment No. 2

to the Contract for Work No. 124/2016/173 dated October 6, 2016 and Amendment No.1 dated April 9, 2018

- 1.1 concluded pursuant to Section 2586 et seq. of the Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the „**Civil Code**“)

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

### 1. Parties

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

- 1.2 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

- 1.3 Company Identification Number: 49710371

Tax Identification Number: CZ699004742

Bank Connection: CSOB Praha 5

Account Number: 08815280/0300 (EUR)

IBAN: CZ1203001712800000088153

Account Number: 8815150/0300 (NOK)

IBAN: CZ5003001751500000088153

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 „**Client**“)

- 1.4 and

#### INDRA NAVIA AS

Registered office: Olaf Helsets vei 6, N-0694 Oslo, NORWAY

Represented by: Mr Eldar Hauge, Managing Director

Registration number: 914 785 200

Tax number: NO 914 785 200 MVA

Bank details: [REDACTED]

Account Number: [REDACTED]

IBAN: [REDACTED]

BIC: [REDACTED]

(hereinafter referred to as the „**Contractor**“),

(The Client and the Contractor are each a „**Party**“ or collectively the „**Parties**“.)

### 2. Preamble of the Amendment

- 2.1 On October 6, 2016 the Parties signed the Contract for Work (Contract No. ANS CR 124/2016/IS/173) (hereinafter referred to as the „**Contract for Work**“) the subject of which is supply and installation of the upgrade of „A-SMGCS“ on existing A-SMGCS System.

2.2 The Parties hereby agree to conclude this Amendment No 2 to the Contract for Work which contains additional requirements:

- a) VO7: Temporary maps changes
- b) VO8: AFDAS HMI changes
- c) VO9: Main Menu Bar Information Fields
- d) VO10: Dialog Heading with Custom Text
- e) VO11: Weather Presentation
- f) VO12: Speed Vector
- g) VO13: SAT-2 Site Work
- h) VO14: Configurable prefix letter for fields in target label
- i) VO15: Merging EFSS and ASMGCS
- j) VO16: New IAT Functionality

according to Appendixes No 7 - 16 to the Amendment No.2.

2.3 These additional requirements modifies the Contract for Work as follows:

### 3. Subject of the Amendment No 2

3.1 Paragraph 3.1 of the Contract of Work shall be modified and shall be newly read as follows:

"3.1 The contractual price for the duly performed Work is set out according to the Price Act No. 526/1990 Coll. as amended. The total contractual price for the Work specified in Article 2 of this Contract, which calculation is given in Annexes 1 and 2 to this Contract and Appendixes No.1 – 6 of Amendment No 1 and Appendixes No.7 – 16 of Amendment No 2 is:

amount **23 734 594 NOK**,

(in words:

Twenty three million seven hundred and thirty four thousand five hundred and ninety four NOK)"

3.2 In Article 3 Price of the Work shall be added new paragraph 3.2.5:

"3.2.5.1. The fifth payment shall be paid by the Client after SW Drop No 9 which involves Work specified in VO No 14, 15 and 16 to this Amendment No 2 upon signature by the Parties of the Handover Protocol amounting to ■■■■■ NOK (in words: ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■) upon the invoice issued by the Contractor. A Handover Protocol shall be attached to the invoice otherwise the invoice will be returned to the Contractor."

3.2.5.2 The sixth payment shall be paid by the Client after SW Drop No 10 which involves Work specified in VO No 9 and 10 to this Amendment No 2 upon signature by the Parties of the Handover Protocol amounting to [REDACTED] NOK (in words: [REDACTED] upon the invoice issued by the Contractor. A Handover Protocol shall be attached to the invoice otherwise the invoice will be returned to the Contractor."

3.2.5.3 The seventh payment shall be paid by the Client after SW Drop No 11 which involves Work specified in VO No 7, 8, 11, 12 and 13 to this Amendment No 2 upon signature by the Parties of the Site Acceptance Certificate amounting to [REDACTED] (in words: [REDACTED] upon the invoice issued by the Contractor. A Site Acceptance Certificate shall be attached to the invoice otherwise the invoice will be returned to the Contractor."

3.3 In Article 4 Terms of Performance shall be added new paragraph 4.2 in the Contract of Work:

"4.2 The Contractor shall handover the additional requirements specified in Appendixes No 7-16 to the Client latest by:

SAT2 December 31, 2018".

#### 4. Final Provisions of the Amendment

4.1 All the other parts of the Contract for Work shall not be changed by this Amendment No 2.

4.2 *Publication:* The Contractor acknowledges that the Client is obliged to publish the Contract for Work and this Amendment No 2 pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Contractor also acknowledges that the Client is obliged to provide information pursuant to the Act No. 106/1999 Coll. on Free Access to Information, as amended. When this Amendment No 2 is published in the Register of Contracts, in particular the following information contained in this Amendment No 2 shall not be provided: Contractor's bank account details, signatures on this Amendment No 2, and also trade secret within the sense of § 504 Civil Code as further specified in Paragraph 4.3 of this Amendment No 2.

4.3 *Trade Secret:* Trade secret, within the sense of § 504 of the Civil Code, means price calculation in paragraphs 3.2.5.1, 3.2.5.2 and 3.2.5.3 of this Amendment No 2 and all information detailed in Appendix No.7 - No.16 to this Amendment No 2, for this reason price calculation and Appendix No.7 - No.16 of this Amendment No 2 will neither be published nor provided according to Article 4.2 of this Amendment No 2.

#### 4.4 Personal Data Protection

The Client 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 is available on [www.ans.cz](http://www.ans.cz).

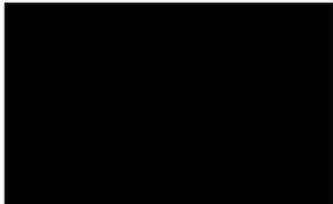
4.5 This Amendment No 2 shall become valid on the day of its signature by both Parties and effective on the day of its announcement in the Register of Contracts.

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

4.7 List of Appendices to this Amendment No 2:

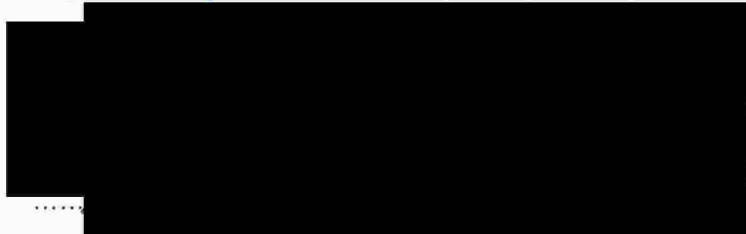
- V07 Temporary maps changes
- V08 AFDAS HMI changes
- V09 Main Menu Bar Information Fields
- V010 Dialog Heading with Custom Text
- V011 Weather Presentation
- V012 Speed Vector
- V013 SAT-2 Site Work
- V014 Configurable prefix letter for fields in target label
- V015 Merging EFSS and ASMGCS
- V016 New IAT Functionality

In Jeneč on 28 -06- 2018



Mr. Jan Klas  
Director General  
The Client

Air Navigation Services of the Czech Republic (ANS CR)



Mr. Einar Hauge  
Managing Director  
The Contractor  
INDRA NAVIA AS

Indra Navia AS  
Hagaløkkveien 26  
NO-1383 Asker, Norway