



**Air Navigation Services
of the Czech Republic**

AMENDMENT NO. 2

TO CONTRACT FOR WORK 314/2013/IS/034

The parties:

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC, a state enterprise established and operated in compliance with the legislation of the CZECH REPUBLIC, having its registered head office at 787 Navigační, 252 61 Jeneč, CZECH REPUBLIC,

registered in the Commercial Register at the Prague Metropolitan Court, Section A, Record 10771,

Registration No.: 49710371

VAT No.: CZ699004742

Bank: ČSOB Prague 5, Account No. 88153/0300

represented by Mr. Jan Klas, Director General

(hereinafter referred to as "**ANS CR**")

AND

Thales LAS France SAS, established and operated in compliance with the legislation of France,

with its registered head office at 2 Avenue Gay Lussac, 78990 Elancourt France,

Registration No.: RCS 319 159 877

VAT No.: FR 15 319 159 877

Bank: [REDACTED]

IBAN: [REDACTED]

represented by [REDACTED]

Radars – Power of Attorney set in Annex 5.

(hereinafter referred to as "**COMPANY**")

as of this day have concluded this amendment no. 2 to the Contract for Work No. ANS CR: 314/2013/IS/034 concluded on October 22, 2014 and amended by amendment no. 1 dated November 7, 2016 (hereinafter referred to as the "**Contract**") in compliance with sec. 2586 et. seq. of Act No. 89/2012 Coll., the Civil Code

(hereinafter referred to as the "**Amendment**").



Being aware of their obligations contained in the Contract, and with the intention of being bound by the Contract, the Parties have agreed on the following wording of the Amendment:

1. PREAMBLE AND DECLARATION OF PARTIES

- 1.1 In line with its development strategy, ANS CR decided to replace its current data processing systems (EUROCAT 2000 and some of the supporting systems) with a new, more centralised system ensuring interoperability and safe operation within the dynamically developing field of Air Navigation Services and IT technologies in Europe and enabling further centralisation of the ANS CR system support in line with the ANS CR system development strategy as well as the fulfilment of the SES, SESAR and FAB requirements (hereinafter referred to as the "Project"). The success of this Project is the key to achieving the compliance of ANS CR processes with European best practices, SES II legislation and the Key Performance Indicators defined therein. In order to achieve the above Project goals, ANS CR concluded the Contract for delivery of the new FDPS - Flight Data Processing and Presentation System and its supporting systems (Database Management Subsystem, Test and Development System and ATC Simulator) and solutions. The detailed specifications and the further conditions relating to the delivery of the above systems are set out in the Contract (specifically Appendix No. 1A, 1B and 1C).
- 1.2 ANS CR declares that it is a legal entity duly established and existing under Czech law, it complies with all the conditions and requirements set out in the Contract and this Amendment and has the capacity to conclude this Amendment and duly perform the obligations contained herein.
- 1.3 The COMPANY declares that it is a legal entity duly established and existing under the Laws of FRANCE, it complies with all the conditions and requirements set out in the Contract and this Amendment and has the capacity to conclude this Amendment and duly perform the obligations contained herein.
- 1.4 The Parties hereby declare that all abbreviations or definitions contained herein shall have for the purpose of the interpretation of the Contract the meaning of such abbreviations or definitions contained in the Contract and its Appendices.
- 1.5 Given to the fact that the process of the System delivery (as defined in the Article 3.1 of Contract) has been influenced by unforeseen and unpredictable circumstances, especially by the newly planned changes to the division of airspace and introduction of so called Terminal sectors, the objective need has raised to take these circumstances into account while defining the modified architecture of the System. ANS CR has consequently decided to activate in anticipation some work and to alter the scope of the Work. Therefore, the Parties agreed on the below stated modifications of the Contract.

- 1.6 The general objectives of this Amendment are:
- 1.6.1 to merge the delivery of the Work from two stages to one and adjust the Work scope and specification to reflect the changed attitude and needs, i.e. to exclude parts of the regional airports (LKTB, LKMT, LKKV) solution from the scope of the Work by implementing terminal sectors in the Main System instead of regional APP/TWR. Newly, there should be one general SAT for the whole Work (centralised solution - ACC, APP, FIC, TERM). Tests of the interface will be performed either using the tower system (not being part of this Contract) if accepted by ANS CR at the date of invitation for the Final System SAT or based on simulated data for the tower system – the Company will perform the testing with the tower system, when available;
 - 1.6.2 to update the price accordingly, while – with respect to the fact the total scope of the Work is being slightly reduced – the new price will be lowered relatively to the current price;
 - 1.6.3 to update timetable accordingly, while – with respect to the fact the total scope of the Work is being slightly reduced – the new timetable will result in the Project to be completed earlier relatively to the current timetable.

2. SUBJECT MATTER OF THE AMENDMENT

- 2.1 In compliance with the above stated purpose the Parties declare and conclude that the Contract shall be modified as follows:
- 2.1.1 Paragraph 4.1.3 reads as follows:

“to customize (prototype) Main System to be able to work in the ANS CR environment in terms of cooperation with ANS CR systems (local data interfaces) and procedures to the extent of 1500 off-site (not in the premises of ANS CR) Man-days (MD) and 750 on-site (in the premises of ANS CR) Man-days (MD) of customization;”.
 - 2.1.2 Paragraph 4.3 reads as follows:

“The maximum extent of Services in the sense of paragraph 4.2 hereof is 3500 off-site (not in the premises of ANS CR) Man-days (MD) and 500 on-site (in the premises of ANS CR) Man-days (MD) of Services. This extent of Services may only be extended by the amount of such Man-days (MD) contained in the Work (in the sense of paragraph 4.1.3 hereof) that are not consumed within the Work. This extent of Services may be delivered upon ANS CR’s demand, by procedure specified below, and not later than for Final System SAT.

The procedure for rendering the Services based on Man-days (MD) is as follows:

 - a) ANS CR identifies additional request and negotiates with Thales in order to validate the scope, all within 10 working days from identification of the additional request;

- b) COMPANY provides ANS CR within 20 working days with its offer regarding the number of Man-days (MD) needed to perform the request and regarding time needed to deliver it (Specification & Estimation);
- c) ANS CR then makes its final decision regarding the offer within 5 working days, while this period may be used for clarifying further comments regarding the offer.
- d) 2000 man days shall be identified at CDR Stage 1, 1000 man days shall be identified at final CDR, and 1000 man days shall be identified at pre-FAT. If the man days are not identified as defined hereto, the Change Request mechanism shall apply."

2.1.3 Paragraph 4.5 reads as follows:

"The Project and thus the entire Work shall be delivered as a whole and accepted in one SAT and shall include (i) the core system to be delivered for provision of ATS services for ACC Praha, APP Praha and FIC Praha and (ii) terminal sectors in Prague and interface to external RGA TWR (Regional Airport Tower System)".

2.1.4 Paragraph 5.3 reads as follows:

"The COMPANY shall perform the Work (each of its parts) and render the Services in accordance with the timetable in the Appendix No. 4 hereto. The Parties mutually agree that the customization (prototyping) in the length of 2 x 8 months shall be done before the SAT acceptance procedure. Should the customization (prototyping) exceed this period, the COMPANY is not responsible for being delay due to such reason."

2.2 The overall price for the performance of the Work shall be changed by EUR 30,210,000.00 (in words: Thirty Million Two Hundred Ten Thousand Euros) exclusive of value-added tax (VAT). Paragraph 6.1 of the Contract shall be thus replaced by the new wording as follows:

"The Parties agree that price for the performance of the Work shall amount to EUR 30,210,000 (in words: Thirty Million Two Hundred Ten Thousand Euros) exclusive of value-added tax (VAT). The price for the performance of the Work includes the price for Man-days rendered therein according to paragraph 4.1.3. The prices for the Work and for the Services are further contained in the Appendix No. 5 hereto."

2.2.1 Paragraph 6.2 reads as follows:

"The price is payable upon such time as when the Systems and other performances are delivered, implemented, customized and accepted by ANS CR and shall be paid by the particular instalments according to the payment calendar as defined in the Appendix No. 4 hereto."

2.2.2 In paragraph 13.2, the sentence "For avoidance of doubt, the warranty shall be applied separately for each of the two stages of delivery of the Systems as defined in paragraph 4.5 hereof." is omitted.



- 2.2.3 Paragraph 13.3 reads as follows:
“The Company further expressly confirms that all the changes to the System (and/or individual parts thereof) shall be covered by the warranty of the Company pertaining to the System provided to ANS CR.”.
- 2.2.4 As the Work is no longer divided into two stages, in paragraph 13.8 the phrase “1st stage of” is omitted (occurring twice in total).
- 2.2.5 As the Work is no longer divided into two stages, in paragraph 13.11 the phrase “1st stage of” is omitted (occurring once in total).
- 2.2.6 As the Work is no longer divided into two stages, in paragraph 19.1 the phrase “1st stage of” is omitted (occurring once in total).
- 2.2.7 In Appendix no. 2, columns defining cooperation of ANS CR in Stage 1 and 2 are merged.
- 2.3 With respect to Project specifications, new timetable and pricing:
- 2.3.1 Current wording of Appendix No. 1 to the Contract (Specification of the Work and Services) shall be amended by Annex 1 to this Amendment respecting and involving the modifications to the System specification that have been identified as needed (modified functions) and excluding the functions of the System contained in the current wording of Appendix No. 1 to the Contract (Specification of the Work and Services) that have been identified as not needed (unnecessary functions). Modified functions and unnecessary functions are listed in Annex 1 to this Amendment (Specification of Changes to the Work);
- 2.3.2 Current wording of Appendix No. 4 to the Contract (Timetable) shall be replaced by the new wording which forms Annex 2 to this Amendment;
- 2.3.3 Current wording of Appendix No. 5 to the Contract (Prices and Price split) shall be replaced by the new wording which forms Annex 3 to this Amendment.
- 2.4 The Parties agree to amend the Article 9.1 of the Contract for Work with the duration of the acceptance procedure, as follows:
- The FAT for the System will consist of 4 weeks of formal tests and 4 weeks of free testing (2 weeks before and 2 weeks after Pre-FAT)
 - The SAT will consist of 4 weeks of formal tests and 4 weeks of free testing (2 weeks before and 2 weeks after Pre-SAT).

3. FINAL PROVISIONS

- 3.1 The rest of the Contract provisions remain unmodified.
- 3.2 The Parties hereby expressly declare and confirm that as of the effective date of this Amendment, the following amount of Man-days (MD) in the sense of

paragraph 2.1.1 hereof (paragraph 4.1.3 of the Contract) has already been consumed:

3.2.1 Off-site: 259,5

3.2.2 On-site: 405

3.3 The Parties hereby expressly declare and confirm that 500 off-site Man-days (MD) and 250 on-site Man-days (MD) of customization in the sense of paragraph 2.1.1 hereof (paragraph 4.1.3 of the Contract) shall be used for the delivery of the adjusted scope of the Work made under this Amendment.

3.4 This Amendment is subject to publication in the Register of contracts according to the Act No. 340/2015 Coll., as amended, which the Parties hereby acknowledge.

3.5 The following annexes shall represent an integral part of the Amendment:

Annex 1: Specification of Changes to the Work

Annex 2: New wording of Appendix no. 4 to the Contract (Timetable)

Annex 3: New wording of Appendix no. 5 to the Contract (Prices and Price split)



Annex 4: New wording of Appendix no. 2 to the Contract (Cooperation of ANS CR)


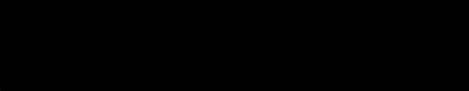

Annex 5: Power of Attorney


3.6 This Amendment is concluded in four (4) counterparts, of which each party receives two (2) counterparts.

ANS CR

Thales LAS France SAS

In  23-07-2018

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC
Mr. Jan Klas,
Director General

In  on 18/07/2018

Sales
SRA 

 Air Navigation Services of the Czech Republic (ANS CR)
Navigační 787
252 61 Jenec
Czech Republic
(1)

THALES LAS FRANCE SAS
2, avenue Gay Lussac
78990 Elancourt - France
319 159 877 RCS Versailles

Annex 1 Specification of Changes to the Work

A. Specification of the customized functions

A1. Customization related to the integration of terminal sectors controllers in Jeneč

- Relocation of five (5) FIS CWPs to Prague airport tower building and addition of eleven (11) CWPs for terminal sector controllers on the ONL platform in Jeneč,
- Customization of CFL and heading menus for TERM (terminal sectors) role,
- Customization of new label scheme for TERM (terminal sectors) role,
- Customization of the GIA for TERM (terminal sectors) role,
- Customization of the HIP window,
- Customization of coordination management for terminal sectors controllers (boundary coordination).

Applicable documents:

- 1- Architecture for centralized approach – Rev0.pdf
- 2- CFL and heading menus adaptation for TERM – Rev1.pdf
- 3- New Label Scheme for TERM – Rev4.pdf
- 4- Responsible Airport per Lfunc – Rev1.pdf
- 6- Interface with external regional Towers – Rev2.pdf

Price of the additional function A1 shall amount to off-site // on-site Man-days	350 off // 175 on
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A2. Customization related to the integration of external regional tower systems

- Customization of IODE and TWR-EFS interfaces,
- Customization of FSA management for external tower systems.

Applicable documents:

- 5- FSA for external departures – Rev5.pdf
- 6- Interface with external regional Towers – Rev2.pdf

Reference documents:

- ICD-IOD-NEO_RevC
- COD_C_0143_Rev6_ICD-IOD-NEO_revC
- ICD-TWR-NEO_RevC
- COD_C_0150_Rev6_ICD-TWR-NEO_revC

Price of the additional function A2 shall amount to off-site // on-site Man-days	150 off // 75 on
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B. Specification of the unnecessary functions

B1. Deployment of the main system at the regional airports

- Deployment of three (3) regional towers with local interfaces to external systems, strips printing capability, local recording / replay and supervision capabilities,
- Deployment of simulators for approach controllers at regional airports.

Reference requirements: SDP020, SDP021, SDP022, SDP023, SDP024, SDP025, SDP027, SDP028, FDP900, FDP905, FDP910, FDP911, FDP920, FDP940, FDP955, FDP957, FDP960, FDP962, FDP965, FDP967, FDP975, FDP980, ODM1200, ODM1201, ODM1202, ODM1203, ODM1204, ODM1205, ODM1206, ODM1207, ODM1208, ODM1307, ODM1241, ODM1242, ODM1243, ODM1244, ODM1245, ODM1255, ODM1256, ODM1257, ODM1258, ODS200, ODS205, ODS210, ODS215, ODS216, ODS217, ODS218, ODS220, REC280, REC281, REC282, REC283, REC284, REC285, TMC049, TMC050, TMC189, SIM033, SIM034, SIM652, DBM230, DBM231, DBM232, DBM233, DBM234, DBM236, TEC201, TEC211, TEC033, TEC325, TEC326, TEC327, TEC328, TEC330, TEC331, TEC332, TEC333, TEC334, TEC340, TEC341, TEC342, TEC344, TEC345, TEC346, TEC347, TEC348

Price of the removed function B1 shall amount to EUR	477 000.00
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B2. Local flights management at regional towers

- Input, processing and display of local data related to the regional towers (local flights, runways closure, gates and taxiways)

Reference requirements: FDP921, FDP922, FDP923, FDP924, ODM1209, ODM1210, ODM1211, ODM1212, ODM1221, ODM1223, ODM1224, ODM1228, ODM1237, ODM1238, ODM1239, ODM1240, ODM1246, ODM1247, ODM1229, REC285, DBM230, DBM234, DBM236

Price of the removed function B1 shall amount to EUR	293 000.00
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B3. Flight Lists for tower controllers at regional airports

- The following types of flight lists shall be provided specifically for the APP/TWR at regional airports:
 - a) Departure List for regional airports,
 - b) REG TWR List,
 - c) TWR departed and overflights list.

Reference requirements: FDP945, ODM0601, ODM0660, ODM0661, ODM0662, ODM0663, ODM0665, ODM1204, ODM1248, ODM1249, ODM1221, ODM1222, ODM1223, ODM1224, ODM1340, ODM1341, ODM1225, ODM1226, ODM1227, ODM1228, ODM1233, ODM1237, ODM1238, ODM1239, ODM1240, ODM1246, ODM1247, ODM1229, ODM1230, ODM1231, ODM1232, ODM1234, ODM1235, ODM1236

Price of the removed function B1 shall amount to EUR	230 000.00
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Annex 2
(New wording of Appendix no. 4 to the Contract)
Timetable

The core system to be delivered for provision of ATS services for ACC Prague and APP Prague:

Milestone	Milestone Acceptance Date	1 st Stage Price (%)	Addendum n°1 (%)	2 nd Stage Price (%)	TOTAL (€)
The signature date of the Contract – Down payment	(22.10.2014)	10%			2 600 000
SRR	12.5.2016	10%			2 600 000
CDR					
- 1 st Stage CDR	30.06.2018	20%	25%		5 655 000
- Final CDR	30.10.2018			20%	478 000
FAT		30%	37.5%	40%	
- FAT IBB4	31.12.2016	12%	15%		3 393 000
- FAT IBB9	31.07.2018	12%	15%		3 393 000
- Final FAT	31.10.2019	6%	7.5%	40%	2 652 500
SAT	30.09.2020	25%	31.25%	30%	7 785 750
System Readiness	31.03.2021	5%	6.25%	10%	1 652 750

2 x 8 months of prototyping (customization) activities have already been provided before the signature date of this Amendment.



Annex 3
(New wording of Appendix no. 5 to the Contract)
Prices and Price split

Item	Price in EUR excluding VAT
Work (includes 1500 off-site Mandays (MD) and 750 on-site Man-days (MD) rendered)	30,210,000.00
Services - 1 (one) Man-day (MD) of off-site (not in the premises of ANS CR) Services	[REDACTED]
Services - 1 (one) Man-day (MD) of on-site (in the premises of ANS CR) Services	[REDACTED]
Post-warranty support (service alert) - lump sum for each quarter (of a year)	[REDACTED]

Annex 4
COOPERATION OF ANS CR

This document constitutes the Appendix No. 2 to the Contract, Cooperation of ANS CR. It is organised in chapters, covering respectively different fields of ANS CR cooperation with the Company.

The cooperation, provided by the ANS CR is detailed in a tabular format, providing description of the ANS CR involvement and its timing in reference to important project milestones (T0 being the date of the Contract signature).

1. Participation of ANS CR in customer platforms

According to the Contract clause 13.12 "The Company shall incorporate ANS CR as a fully participating partner in any consortium established between the Company and its customers...". When accessing such a consortium, the ANS CR shall fulfil the following obligations:

	Cooperation of ANS CR	Time period
1	ANS CR shall sign, prior to entering the customer consortium, the corresponding formal documentation required for joining such a consortium.	After SAT acceptance, provided the required documents are mutually agreed before CDR
2	ANS CR shall fulfil all obligations applicable to the concerned consortium members.	After SAT acceptance

2. Management

The ANS CR shall fulfil the following obligations related to the Project Management:

	Cooperation of ANS CR	Time period
1	ANS CR shall actively support the Risk Management activities and fulfil, at its own expenses the mutually agreed risk mitigation actions.	Continuously
2	ANS CR shall ensure the necessary participation of ATCOs to minimise late change requests.	Continuously



3	ANS CR shall provide access to sites (Jeneč, airport or remote sites) for the staff of the Company (and their sub-contractors) for the duration of the site activities. The Company staff shall fulfil preconditions defined by ANS CR and provide all requested documents.	Continuously
4	ANS CR shall provide the staff of the Company at ANS CR premises with Internet access.	Continuously

3. Meetings

The ANS CR shall fulfil the following obligations related to the Project Meetings:

	Cooperation of ANS CR	Time period
1	ANS CR shall support, at its own cost, regular participation of its staff in the Project meetings according to the agreed schedule.	Continuously
2	ANS CR shall participate at Project meetings taking place alternatively at the ANS CR and Company's premises.	Continuously
3	ANS CR shall support utilisation of teleconference for the Project meetings whenever considered adequate.	Continuously

4. Schedule

The ANS CR shall fulfil the following obligations related to the agreed Project Schedule:

	Cooperation of ANS CR	Time period
1	ANS CR shall duly execute all its tasks according to the agreed project schedule.	Continuously
2	ANS CR shall participate in ad-hoc technical sessions aimed to reduce the risk of Project reviews.	Within 1 month after the invitation
3	ANS CR shall, on request, provide the Company with technical clarifications regarding the System requirements, Legacy systems, interfaces, etc.	5 work days unless longer reaction time is justified.
4	ANS CR shall agree with the Company the Software Assurance Level of the components (based on FHA).	CDR



5. Development and Integration

The ANS CR shall fulfil the following obligations related to the Project Development and Integration:

	Cooperation of ANS CR	Time period
1	ANS CR shall provide the Company with all necessary ICDs of the systems to be integrated within the Project.	T0 + 1 month
2	ANS CR shall provide the Company with updates to all necessary ICDs of the co-operating systems for the purposes of FAT, including the interface description and, as far as available and practicable, files recorded from the external interfaces on appropriate technical level at least at IP level.	To be agreed during the Project lifecycle
3	ANS CR shall provide the Company with the adaptation data (including up-to-date AIP, procedures and updates thereto), containing the up to date operational data of the current system plus additional adaptation data required for the Project.	To be agreed during the Project lifecycle
4	ANS CR shall provide the Company with updates/additions to the adaptation data for newly developed functionalities.	20 work days after the change
5	If an additional system is to be interfaced on basis of a Change request, ANS CR shall provide the Company with a detailed ICD (see Item 4 here above).	Together with Change Request.
6	ANS CR shall provide the Company with necessary support in integration with co-operating systems on site.	To be agreed during the Project lifecycle
7	In order to prepare the Site platforms and site acceptance, ANS CR shall provide the Company with access to the SW development means.	From start of the site activities until Software SAT, and after SAT at partial time (to be agreed) for maintenance periods.
8	ANS CR shall support the Company in preparation the Dataset to be used during the site activities in live environment.	Before start of integration phase.



6. Testing

The ANS CR shall fulfil the following obligations related to the Testing:

	Cooperation of ANS CR	Time period
1	ANS CR shall, upon its decision, witness pre-FAT/SAT testing runs.	During pre-FAT/SAT tests
2	ANS CR shall provide agreed number of staff to collaborate in parallel execution of tests during the FAT/SAT	During FAT/SAT

7. Integrated ANS CR Staff

The ANS CR shall fulfil the following obligations related to its staff integrated in the Company's teams (see LOG261):

	Cooperation of ANS CR	Time period
1	ANS CR shall support all costs of the ANS CR integrated staff (accommodation, daily expenses, travelling, etc.).	Continuously
2	ANS CR integrated staff shall observe the schedule, timetable, security and health and safety rules of the Company applicable to the Company's premises concerned.	Continuously

8. Training

The ANS CR shall fulfil the following obligations related to the Training activities:

	Cooperation of ANS CR	Time period
1	ANS CR attendees to the Company's training shall have an adequate education and working experience, as agreed with the Company.	Before the Training
2	ANS CR shall ensure that staff, participating at FAT and SAT, will receive the agreed level of training (by either the Company, or ANS CR trainers).	FAT and SAT testing

9. Problem management

The ANS CR shall fulfil the following obligations related to the Problem Management activities:

	Cooperation of ANS CR	Time period
1	ANS CR shall provide the Company, together with a problem notification, with all necessary information and documentation (process for reproducing the problem, system logs and dumps, video recordings, etc.).	Together with the problem report.
2	If the problem can only be reproduced in the ANS CR environment, ANS CR shall provide Company with access to such environment.	Together with the problem report.
3	ANS CR shall decide when the received solution or workaround is to become operational. Time between the delivery of the Company's solution/workaround and the start of ANS CR analysis and acceptance process shall not be accounted into the problem response time.	Continuously

10. Delivered Items

The ANS CR shall fulfil the following obligations related to the items delivered by the Company:

	Cooperation of ANS CR	Time period
1	ANS CR shall guarantee that the source code delivered by the Company is always kept within the secured premises and only accessible to the authorised employees of the ANS CR. Any of the ANS CR staff involved in execution of the Project shall sign a Confidentiality and Non-disclosure Agreement before accessing any of the information concerned.	Continuously
2	ANS CR shall establish within its premises an adequate set of security measures preventing any intentional, unintentional or accidental alteration or disclosure of source code or related documentation.	Continuously
3	ANS CR shall keep a register of access, by the authorised persons, to the system information (including the purpose of access and the part accessed) and provide it without undue delay to the Company.	Continuously
4	ANS CR shall keep information in storage servers guaranteeing the control of access to the information.	Continuously



5	ANS CR shall keep information in paper format, within a physical archive with access control and document the access control mechanism.	Continuously
6	ANS CR shall ensure and observe compliance with the licenses and COTS licenses obligations and ensure that no unauthorised copies of the protected documentation and software are made by its staff.	Continuously

11. Conditions for Hardware, site Hardware installation, Storage and Utilisation

The ANS CR shall fulfil the following obligations related to the Equipment installation, Storage and Utilisation at ANS CR premises:

	Cooperation of ANS CR	Time period
1	ANS CR shall make sure that all equipment required for the Project under responsibility of ANS CR is available in time.	Continuously
2	ANS CR shall provide the Company with the Site Installation Design for equipment under its responsibility including the installation details.	To be agreed during the Project lifecycle
3	ANS CR shall provide the Company with the Site Installation acceptance report for equipment under its responsibility including the final installation details.	To be agreed during the Project lifecycle
4	ANS CR shall provide consoles, compatible with Company's equipment, for the entire system, incl. the Consoles acceptance report.	To be agreed during the Project lifecycle
5	ANS CR shall support at least one site survey per site by the Company when required.	2 weeks after request
6	ANS CR shall provide adequate space for reception, storage and preparation of the hardware and spare parts to be provided by the Company, in the premises where it is to be installed, and confirm in writing that such space is ready.	1 Month before installation of the Company's equipment.
7	ANS CR shall provide the insurance for the hardware, once it is delivered by the Company in the ANS CR premises.	Done

8	ANS CR shall provide and monitor power supply and room conditions agreed with the Company and provide Company with the room conditions acceptance report. ANS CR shall notify the Company in case the agreed room conditions have not been maintained.	1 Month before installation of the Company's equipment.
9	ANS CR shall use the system hardware according to the Company's instructions to ensure that the hardware warranty is maintained valid.	Continuously
10	ANS CR shall confirm the final hardware models to be provided by the Company	To be agreed during the Project lifecycle
11	ANS CR shall provide site and working facilities with access to common on-site services (including international telephone/telefax links and modern WAN access allowing e-mail capability), secure storage facilities and access to one conference room equipped with videoconference facilities for the staff of the Company or its sub-contractors required to work at ANS CR premises.	To be agreed during the Project lifecycle
12	ANS CR shall provide in its premises where the Main System is installed suitable meeting rooms, office, warehouse and repair shop space ensuring suitable working conditions for at least two persons of the Company's Customer Support Centre (during warranty and post-warranty).	After SAT

12. Network

The ANS CR shall fulfil the following obligations related to the network definition and elements:

	Cooperation of ANS CR	Time period
1	ANS CR shall design and provide the network fulfilling the requirements of the Company defined in the Tender (system design document) as precised in the Project documentation during the Project, including the Network acceptance report with measured data.	1 Month before installation of the Company's equipment.
2	ANS CR shall identify each network cable with a unique identifier and inform the Company accordingly.	1 Month before installation of the Company's equipment.



3	ANS CR shall provide the Company with network components required for system configuration by the Company as defined in TEC196 and TEC346.	To be agreed during the Project lifecycle
4	ANS CR shall provide the Company with a document defining internal ANS CR network rules/policies (active protocols, non-active protocols) for configuration of network components.	To be agreed during the Project lifecycle
5	ANS CR shall provide the Company with the drawing of installation of the existing infrastructure and consoles, mainly all areas or equipment where the Company has to add new equipment.	To be agreed during the Project lifecycle
6	ANS CR shall support the Company in definition of the initial network configuration.	To be agreed during the Project lifecycle
7	ANS CR shall notify and coordinate with the Company any change to the network configuration that might affect the Company's equipment.	20 work days after the change
8	ANS CR shall be responsible for the CADIN technical management and maintenance and ensure that protocols used shall not conflict with protocols used in the operational system.	1 Month before installation of the Company's equipment.

13. External lines

The ANS CR shall fulfil the following obligations related to the provision of external lines:

	Cooperation of ANS CR	Time period
1	ANS CR shall provide all the external lines for interfaces integration, including all relevant data whenever available and practicable	To be agreed during the Project lifecycle
2	ANS CR shall provide Test equipment necessary for analysing the performance of existing interfaces up to OSI level 3 during integration testing and Test equipment available in ANS CR. Adequate test tools as network analyser, serial line protocol analyser.	start of the site integration
3	ANS CR shall provide the main following points: <ul style="list-style-type: none"> • IP address plan for the Main system in cooperation with the Company; • Network configuration at the Main system external interfaces 	To be agreed during the Project lifecycle





Annex 5
POWER OF ATTORNEY

THALES

Thales LAS France SAS
2 avenue Gay Lussac
78995 ELANCOURT
FRANCE
Tél.: +33 (0)1 34 81 60 00
www.thalesgroup.com

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT:

I, Alexander Colin Kynaston CRESSWELL, Chief Executive Officer of Thales LAS France SAS, a company organized and existing under the laws of the Republic of France with registered office at 2 avenue Gay LUSSAC – 78990- Elancourt, FRANCE, by these presents hereby make, constitute and appoint M. Guillaume LEFEVRE, in its capacity of Sales Director, Civil Air Systems, ATM BL and SRA Civil Radars, as its true and lawful attorney for it and in its name, place and stead, to sign, execute and deliver:

- (i) any bid, tender or proposal to any customer or potential customer, whether unsolicited or in answer to any request for proposal or invitation to tender, and/or
- (ii) any contract for the sale of any equipment, systems or services to any customer, whether individual, company or government, and/or
- (iii) any agreement with any third party to the effect of being associated with such party whether as prime contractor, sub-contractor or co-contractor,

and to agree and execute and do any and all addenda, amendments, documents, acts or things of whatever nature being appropriate or necessary in connection with the aforesaid documents or arrangements contemplated thereby.

IN WITNESS WHEREOF, the foregoing power of attorney was made and executed the first day of January two thousand and eighteen.

For and on behalf of
Thales LAS France SAS

Alexander Colin Kynaston CRESSWELL
Chief Executive Officer

