Invitation to negotiate in negotiated procedure without publication accordance with the provisions of Section 34 paragraph 1 of the Public Procurement Act 137/2006 Coll as amended (hereinafter as "Act")

Title of the public contract:

Service and maintenance support for the system AFTN/CIDIN/NOS

Customer identification:

Air Navigation Services of the Czech Republic (ANS CZ)
Registered address: Navigační 787, 252 61 Jeneč
Customer's identification number: 49710371
Customer's tax identification number: CZ49710371
Contact person: Ms.Tereza Koucká
E-mail: koucka@ans.cz
Telephone: +420 220 373 269
Fax: +420 220 372 011
Customer's profile: http://sluzby.e-zakazky.cz/ProfilZadavatele/DetailZadavatele.aspx?IDZ=73e0befb-9f53-448c-b748-1f034c285e4c

Contents:

1. Information about the type of public contract

The contract in question is an order for services according to the provisions of Section 10 of the Act.

It is a "above-the-threshold public contract" ordered in the form of negotiation proceedings without publication according to the provisions of Section 23, paragraph 4 (a) for reasons connected with the protection of exclusive rights.

The order proceedings were commenced on the day this written invitation to negotiate in negotiated procedure without publication was sent.

2. Title of the public contract

Service and maintenance support for the system AFTN/CIDIN/NOS

3. Information about the subject of the public contract

3.1 The subject of performance of this public contract is service and maintenance support for the system AFTN/CIDIN/NOS, mainly:
- H24 phone support including intervention (remote or on site) in case of serious failure
- SW support and analysis of non-standard behaviour of the system

3.2 Classification of the subject of the public contract:

The customer defines the subject of the public contract according to the reference classification valid for public contracts on the basis of Commission directive no. 213/2008 as follows:

- CPV code: 72267000-4, 72261000-2
- Description: Software maintenance and repair services, Software support services

4. Order documentation

The order documentation is an annex no. 1 to this invitation to negotiate in negotiated procedure without publication.

5. Place and date of first negotiations

Negotiations shall take place in the week from 08.09.2014 via the voice, video or e-mail conference.

6. Procedural language

Proceedings shall be conducted in Czech or English.

7. Last possible meeting day

The customer determines the last possible meeting day on 30.09.2014.

8. Period for submitting tenders and term of opening envelops containing tenders

The period for submitting tenders in accordance with § 34 paragraph 2 point. g) of the Act will be agreed in the negotiations. Opening envelope with the tender will be determined in the negotiations.

9. Place for submitting tender

The applicant shall deliver its tender either in person to the customer's post room at IATCC Praha, Navigační 787, Jeneč – room number 1.201 (on work days during office hours 8:00 – 14:00) or by post to the following address: Air Navigation Services of the Czech Republic, Navigační 787, 252 61 Jeneč, for the attention of Ms. Tereza Koucká.

10. Requirements on how to compile a tender

The tender shall contain all the prerequisites required in this invitation to negotiate in negotiated procedure without publication and the order documentation, which is the annex no. 1 to this invitation to negotiate in negotiated procedure without publication.

11. Order period
In accordance with Section 43 of the Act the customer sets an order period till 30.9.2014. The applicant shall be bound by its tender for this period.
The order period shall commence as soon as the period for submitting tenders.The order period for the applicant that has been chosen shall end on the date the contract is concluded.

12. Qualification requirements
The customer requires that the following qualifications be proven:

Professional qualification requirements according to Section 54, a) of the Act
The professional qualification requirements shall be met by a contractor that submits:
a) An extract from the commercial register if it is entered in it, or an extract from other similar records, if it is entered in them.

Proof: The contractor shall prove that it meets the professional qualification requirements by submitting a simply copy, as follows:
a) With an extract from the commercial register which may not be more than 90 calendar days old on the last day on which proof of qualifications is to be met.

Jeneč, 1. 09. 2014

Air Navigation Services
of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC
ANS PLANNING AND DEVELOPMENT DIVISION
NAVIGAČNÍ 787, 252 61 JENEČ

Mr. Petr Fajtl
Director of Planning and Development Division

Annex 1
of the Invitation to negotiate in negotiated procedure with publication
to
public contract

„Service and maintenance support for the system AFTN/CIDIN/NOS"

Order Documentation

Air Navigation Services
of the Czech Republic

ORDER DOCUMENTATION

According to the provisions of Section 44 of the Public Procurement Act 137/2006 Coll., as amended
(hereinafter as "Act")

Negotiation proceedings without publication

Title of the public contract:

Service and maintenance support for the system AFTN/CIDIN/NOS

Customer for the public contract:

Air Navigation Services of the Czech Republic, state enterprise (ANS CZ)
Navigační 787
252 61 Jeneč
Identification number: 49710371
Tax identification number: CZ49710371

1. 09. 2014

Jeneč,

Air Navigation Services
of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC
ANS PLANNING AND DEVELOPMENT DIVISION
NAVIGAČNÍ 787, 252 61 JENEČ

Mr. Petr Fajtl
Director of Planning and Development Division

Service and maintenance support for the system AFTN/CIDIN/NOS

1.   Information about the customer

1.1   Basic information

Name   : Air Navigation Services of the Czech Republic, state enterprise (ANS CZ)

Registered address   : Navigační 787, 252 61 Jeneč

Identification number   : 49710371

Tax identification number   : CZ49710371

Entered in the commercial register maintained by Prague City Court in section A, entry no. 10771.

Profile of the customer: http://sluzby.e-zakazky.cz/ProfilZadavatele/DetailZadavatele.aspx?IDZ=73e0befb-9f53-448c-b748-1f034c285e4c

1.2   Customer's statutory body

The customer's statutory body is the managing director, Mr. Jan Klas.

Person authorised to carry out legal acts: Mr. Petr Fajtl, director of Planning and Development Division.

Person authorised to contractual arrangements: Mr. Jan Štindl, director of Operations.

1.3   Contact persons

The contact person in matters regarding this public contract:

Technical – Mr. Michal Chvojka, e-mail: chvojka@ans.cz

Organizational – Ms. Tereza Koucká, e-mail: koucka@ans.cz

2.   Subject of performance of the public contract

2.1 Description of the subject of performance of the public contract

The subject of performance of this public contract is service and maintenance support for the system AFTN/CIDIN/NOS, mainly:

- H24 phone support including intervention (remote or on site) in case of serious failure
- SW support and analysis of non-standard behaviour of the system

Classification of the subject of the public contract

CPV code: 72267000-4, 72261000-2
Description: Software maintenance and repair services, Software support services

For more details see annex No. 1 of the order documentation – contract no. 195/2014/PS/033.

2.2   Order documentation

The information and details contained in the individual parts of this order documentation and in the annex no. 1 of the order documentation define the customer's binding requirements for the compilation of a tender and for the performance of the public contract.

3.   Term and place of performance of the public contract

3.1   Term of performance of the public contract

Service and maintenance support for the system AFTN/CIDIN/NOS will be provided from 1.10.2014 to 30.9.2017.

3.2   Place of performance of the public contract

The place of performance is IATCC Prague, Navigačnf 787, 252 61, Jeneč.

4.   Applicants' qualifications

In accordance with Section 50 of the Public Procurement Act 137/2006 Coll., as amended (hereinafter the "law"), an applicant shall prove in the tender that it fulfills the qualifications required in the call for tenders and for proof of qualifications.

5.   Method of compiling the price offer

5.1   Customer's basic requirements

The total price offer shall be stated in the tender as the highest permissible (maximum) amount for the performance of the public contract, excluding VAT, including all charges and all other expenses relating to the performance of the public contract.

The total price offer shall be given in USD and shall be divided in to the price of:

No. of item	Item	Price for an item (USD)
Fixed payment for service availability per month		**USD/monthly**
1.	for systems AFTN and CIDIN	
2.	for system AIS/NOTAM	
3.	for system IBS	
4.	**Price for a fixed payment for service availability for 36 months (simple sum of items 1 – 3 multiplied by 36)**	
Price per one hour work of technical expert for service interventions (maximum number of hours is 200 per 36 months)		**USD/hour**
5.	for systems AFTN and CIDIN (maximum number of hours is 50)	
6.	for system AIS/NOTAM (maximum number of hours is 50)	
7.	for system IBS (maximum number of hours is 100)	
8.	**Price for 200 hours for service interventions (simple sum of item no. 5 multiplied by 50 hours, item no. 6 multiplied by 50 hours and item no. 7 multiplied by 100 hours)**	
9.	**Offer price is a simple sum of items 4 and 8**	

(Note: The tenderer shall indicate any other costs if they are made up of various costs, the customer requires such costs transparently quantify and include in the total price.)

The customer shall not permit any conditions, under which the price offer could be exceeded.

6. Terms of payment

Under no circumstances advance payments or deposits will be payable. No increase in the cost will be accepted except increase due to changes in VAT. The detailed terms of payment will be subject of the negotiation and will be specified in the contract no. 195/2014/PS/033, the annex 1 of the order documentation.

7. Trade terms

7.1 Trade terms shall be subject to negotiations and will be specified in the contract no. 195/2014/PS/033.

7.2 If part of the public contract is to be performed as a subcontract (through a third party), the customer requests that the specific part of the public contract that is to be carried out by third parties be stated in the tender, as well as who these parties will be A change of subcontractor during the performance of the public contract shall only be possible with prior written approval from the customer.

7.3 A restriction to the amount of compensation in any direction shall not be permitted.

8. Technical conditions

8.1 Customer does not provide any technical conditions in accordance with § 45 of the Act regarding to the subject of the public contract. The subject of the public contract is defined in the order documentation and its annex.

9. Content of the tender

9.1 Offers shall be submitted in writing in a sealed envelope with the stamp of signature of the Tenderer's authorized person on the seals and marked with the name of the public contract and the words "Do Not Open". The address to which the customer can send the notification in accordance with Section 71, paragraph 5 of the Act must also be on the envelope. The tenderer shall submit the offer in a single copy, which will be indicated on the cover sheet titled "Original". All pages of the offer shall be firmly attached or sewn together so that they are adequately secured against removal from the menu. The customer does not have an electronic tool for acceptance the offers in electronic form.

9.2 The Tenderer's identification details to the extent specified in Section 17 of the Act shall be given on the cover page accompanying the offer. The offer shall be compiled in Czech or English (including annexes) and signed on the cover page by the Tenderer's authorized person. Each Tenderer may only submit one offer. Offer must also include pursuant document according to section 68 (3) a) – c) of the Act:

a) the list of statutory bodies or members of such statutory bodies who have been in the preceding 3 years following the end of the time limit to submit tenders in an occupational, functional or any other relationship of that kind to the customer,

b) the list of shareholders, compiled within the time limit for the submission of tenders, having their total nominal value of their percentage of shares higher than 10 % of the equity capital, if the economic operator holds the form of a joint stock company,

c) the declaration by the tenderer that it has neither concluded nor will conclude the contract banned under separate legal regulation in the context with the public contract which is being awarded.

9.3 In accordance with Section 43 of the Act the customer sets an order period till 30.9.2014. The applicant shall be bound by its offer for this period.

9.4 The applicant shall deliver its offer either in person to the customer's post room at IATCC Praha, Navigační 787, Jeneč – room number 1.201 (on work days during office hours 8:00 – 14:00) or by post to the following address: Air Navigation Services of the Czech Republic, Navigační 787, 252 61 Jeneč, for the attention of Ms. Tereza Koucká.

9.5 Content of the tender shall be submitted with the following structure:

- a cover page signed by the tenderer's authorised person;

- the tenderer's identification and contact details (the tenderer's business name/name and surname, registered address, complete mailing address, the name of the worker authorised to negotiate regarding this public contract, identification number, tax identification number, telephone, fax, e-mail), total offer price including VAT and total offer price VAT excluded;

- documents proving that the qualifications are met;

- the total offer price according to article no. 5.1 of the order documentation;

- lists and affidavits pursuant to § 68 (3) a) – c) of the Act;

- filled in the contract no. 195/2014/PS/033 – annex 1 of the order documentation, signed by the person authorized to act for or on behalf of Tenderer;

- any other relevant documents at the discretion of the tenderer.

10. Other requirements

In accordance with § 34 paragraph 4 of the Act, the customer is entitled to agree on other conditions of the public contract than those, which is set in the invitation to negotiate in negotiated procedure without publication or the order documentation.

The customer does not allow variant offers.

The customer does not set any evaluation criteria, because the public contract is awarded to a one candidate.

11. Annexes

Annex 1 of the order documentation - contract no. 195/2014/PS/033

Annex 1
of the Order Documentation
to
public contract

„ Service and maintenance support for the system AFTN/CIDIN/NOS"

Service contract no. 195/2014/PS/033 including annexes 1-4

Air Navigation Services
of the Czech Republic

Service Contract

entered into pursuant to Article 1746, paragraph 2 of the Act No 89/2012 Coll, Civil Code
(hereinafter referred to as the "Civil Code")

(hereinafter only as "Contract")

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: 49710371
Tax Identification Number: CZ49710371
IBAN: ███████████████
SWIFT code: CEKOCZPP
Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,
Represented by: Mr. Jan Štindl, Director of the Operations Division

(Hereinafter referred to as the „Customer")

and

Frequentis California Inc.
Registered office: 201-B Calle Del Oaks, Monterey, CA 93908, USA
Certificate of status, authentication No: 9812179
Person authorized to conclude this Service Contract: Mr. John Fort
Tax ID: 27-1966478
Bank: BANK OF AMERICA
200 East Franklin Street, Monterey, California 93940
Account No. ████████
SWIFT code: bofaus6s

(Hereinafter referred to as the „Provider")

The Customer and the Provider are each a „Party" or collectively the „Parties"

Article 1   ***Subject Matter***

1.1   Provider undertakes to provide maintenance service and support (herein after as well as "work" or "service") for:

     1.1.1 the Aeronautical Fixed Telecommunications Network (AFTN) Message Switching Subsystem and the Common ICAO Data Interchange Network (CIDIN) Subsystem

     1.1.2 the Automated Aeronautical Information Service/NOTAM (AIS/NOTAM) Subsystem
- NOTAM Data Management
- OPMET Data Management
- Flight Plan Data Management
- Static Database Management

     1.1.3 Integrated Briefing System (IBS)
- through the thick client application
- through the web interface (Internet)

1.2   All maintenance items covered by this support are listed in Appendix 1 of this Contract.

1.3   For the purpose of this Contract the maintenance service consists of:
- service availability
- service interventions (via remote connection)

1.4   Service availability includes:

     1.4.1 Establishment of service desk available 24 hours a day, 7 days a week to receive telephone or email requirements from responsible Customer personnel (listed in Appendix 2) regarding necessary service interventions.

     1.4.2 Providing technical advice and guidance to responsible Customer personnel via email, telephone or virtual private network (VPN) connection regarding:

         1.4.2.1 control and user operations for proper service,

         1.4.2.2 procedures during problem analysis,

         1.4.2.3 instructions for correct system software configuration.

     1.4.3 Maintaining complete backup of system software and up to date versions of system documentation and manuals.

     1.4.4 Obsolescence management, the Provider routinely monitors the availability of the HW/SW components from its suppliers and where necessary takes action to ensure that the supply line continues. When the Provider is notified of impending component obsolescence, Provider will provide without any delay the Customer with information about relevant component supply changes, such as LRUs becoming obsolete, subjected to significant price increases or longer delivery times, or otherwise influencing the Customers maintenance predictability. The Provider shall also provide once per year regular obsolescence check and report the results to the Customer.

     1.4.5 96 hours of service interventions within 12 month.

     1.4.6 Providing monthly list of service interventions in electronic form.

1.5   Service interventions includes:

     1.5.1 Solution of operational problems:

         1.5.1.1 fault detection including documentation (screenshot, system logs),

         1.5.1.2 problem analysis and troubleshooting,

         1.5.1.3 problem resolving (identifying defective software components or providing software and/or procedural workarounds),

         1.5.1.4 results of internal testing and verification of any proposed system changes.

     1.5.2 Configuration of third party software:

         1.5.2.1 operating systems (Linux RedHat, Fedora),

         1.5.2.2 MySQL database.

     1.5.3 System documentation update.

1.6 Customer undertakes to pay to Provider for the above defined maintenance under the terms and conditions defined here after.

Article 2   *Price of the Work*

2.1 The total price of maintenance service provided according to this Contract during the whole validity period is at maximum xxxx,- USD and consists of this items:

       2.1.1 Fixed payment for service availability described in paragraph 1.4 of this Contract is:

           o   for systems described in 1.1.1   **xxxx,- USD/monthly**

           o   for systems described in 1.1.2   **xxxx,- USD/monthly**

           o   for systems described in 1.1.3   **xxxx,- USD/monthly**

       2.1.2 Variable payment for service interventions according to paragraph 1.5 (limited by the maximum amount defined earlier) of this Contract depends on number of these interventions which has been done in each month based on monthly report approved by the Customer. First 96 hours per each 12 months of this Contract are covered by fixed payment (see 1.4.5). Interventions made within the framework of valid warranty are free of charge. For the interventions not covered by warranty and over 96 hours in respective 12 months period was agreed the service rate per one hour work of technical expert:

           o   for systems described in 1.1.1   **xxxx,- USD/hour**

           o   for systems described in 1.1.2   **xxxx,- USD/hour**

           o   for systems described in 1.1.3   **xxxx,- USD/hour**

2.2 It is assumed that the services will be exempt from import duties. The prices quoted do not include import duties or taxes , but in case of supply of any HW necessary to provide maintenance service and support according to this agreement will be applied conditions DDP Incoterms 2011, ie. Delivered Duty paid.

2.3 Invoices issued by the Provider shall be sent to Customer's address given in the heading of this Contract. The price to be paid based on issued invoice always to the last day of respective month. Invoices are to be paid within 30 days after receipt by the Customer. Invoiced amount will be in USD. An integral part of the invoice shall be mutually agreed statement of activities undertaken during the month.

2.4 The Customer 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 Provider shall issue a new invoice or correct the original invoice and fix a new due date.

2.5 All above mentioned prices are fixed and firm for the validity period of this Contract and include all costs of the Provider associated with providing service maintenance in accordance with this Contract. Any change of price could be done only by an amendment signed by duly authorised representatives of the Parties.

Article 3   *Place and Methods of Performance*

3.1 Place of performance for the service maintenance in accordance with this Contract is: IATCC Jeneč, Navigační 787, 252 61 Jeneč.

3.2 Service maintenance is provided via phone, email or virtual private network connection. On-site support is provided only for systems described in 1.1.3. Reaction time for this on-site support is three working days since Customer request.

3.3   Defined telephone number is assigned for Customer below which is permanently available.

3.4   Request for service intervention is made by responsible Customer personnel:
   a)   via phone to service number +1-831-277-4934 (back up number is +1-831-578-5071) or
   b)   by email to service email frqca_support@frequentis.com or
   c)   via online web Reporting Tool at https://selfservice.frequentis.com.

3.5   Other contacts for the purpose of this Contract are listed in Appendix 2.

3.6   Each request for service intervention has to be classified according to impact of the problem. Severity levels are descibed in the table below. In order to classify a request, Provider technical support personnel will confirm with Customer the impact of the reported problem to determine an appropriate classification.   Where parties disagree on the classification of a particular reported problem, Customer and Provider technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event the parties are unable to reach Contract on the classification, the reported problem shall be classified at Customer's assigned classification level.

Severity Level	Description
1 (Critical)	The system is inoperative and Customer's inability to use the product has a critical effect on Customer's operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 Critical problem.
2 (Major)	The system is partially inoperative but still usable by Customer. The inoperative portion of the product severely restricts Customer's operations, but has a less critical effect than a Severity Level 1 condition. In addition, any situation with serious loss of redundancy (i.e. system has single point of failure) which could lead to priority 1 problem is considered as Severity Level 2 problem.
3 (Minor)	The system is usable by Customer, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall Customer operations.

3.7   Service intervention (see 1.5.1) is started by Provider at the latest in time defined in the table below:

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Respond Time	4 hours	24 hours	48 hours

3.8   Provider restores maintained system to operational status by identifying defective software components or providing software and/or procedural workarounds, where feasible in time defined in the table below (time from Customer first notification of a reported problem):

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Restore Time	24 hours	120 hours	Not relevant

3.9   Corrective action which removes reason for the operational problem or the result of analysis with recommended follow up actions in case the corrective action is not in Provider responsibility is

finished in time defined in the table below (time from Customer first notification of a reported problem):

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Resolve Time	30 days	60 days	90 days

3.10 Times for other actions except solution of operational problems defined in 1.5.1:

Action	Time
1.5.2 Configuration of third party software:	10 business days
1.5.3 System documentation update.	In case of planned system change 5 working days before applying the change. In case of fault corrections no later than 5 working days after applying the change in the system.
1.5.3 System documentation update.	In case of planned system change 5 working days before applying the change. In case of fault corrections no later than 5 working days after applying the change in the system.
1.4.6 Providing monthly list of service interventions in electronic form.	Until 10th day of the following month.

3.11 Time for the above defined limits starts from Customer first notification of a new request at Provider's contacts defined in paragraph 3.4.

3.12 In case when correction of one failure causes some other new failure then time is counted up (i.e. total time is counted from start of first failure until the end of last failure in a row).

Article 4 Taxes

4.1 The Customer declares that it is tax resident of the Czech Republic. *Contracting parties declare that they will respect and follow the Agreement on the avoidance of double taxation between the Czech republic and USA*

4.2 The Provider declares that it is a tax resident of [*]

4.3 The Customer declares that it is registered as a VAT payer in the Czech Republic under registration number CZ49710371.

4.4 The Provider declares that it is registered as a VAT payer in [*]

4.5 The Customer shall bear no responsibility for the performance of Provider's obligations towards tax authorities of the Czech Republic. The Provider shall bear no responsibility for the Customer's obligations to the tax authorities of the Czech Republic.

Article 5 Warranty and liability

5.1. The Provider represents that a guarantee of 12 month is provided for the work. The guarantee period starts on the day of signing notification of hand over of the work.

5.2 The Customer shall notify the Provider about any defects of the work via telephone followed by mail or e-mail notification. The Provider shall eliminate the notified defects within time after Article 3 above.

5.3. The Warranty does not cover defects caused by unprofessional handling or non-compliance with the instructions.

5.4. In case of breach of the warranty duties of the Provider, the Customer has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Contractor.

5.5. The warranty period shall be extended by the period which was necessary to elimination of the defect. The decisive date is date of notification of the defect or the date of hand-over of the work. The date which occurred first is the decisive date.

5.6. Unless stated otherwise in this Contract the liability for defects follows the section 2615 et seq. of the Civil Code.

5.7. The liability for unencumbered legal title to the work shall be carried by the Provider and the liability is not limited to the warranty period agreed herein.

Article 6   Customer´s Responsibilities

6.1 When reporting a fault, the Customer shall include Severity Level of problem and output of any diagnostics, printed logs, already performed actions to help reproduce the conditions under which the trouble occurred.

6.2 The Customer is obliged to ensure that maintained systems are installed, configured, operated and maintained in accordance with Provider applicable installation, operation, administration, and maintenance specifications.

6.3 The Customer is obliged to perform initial problem diagnostics and analysis to isolate the problem to a maintained system.

6.4 The Customer is obliged to inform the Provider with all rules and conditions for system operation.

6.5 The Customer is obliged to provide to designated employee of the Provider remote access and VPN connection to maintained system via Customer CADIN IP data network based on defined access privileges. RSA SecureID token will be issued to each of these employees, list of them is in Appendix 3 of this Contract.

Article 7   Provider´s Responsibilities

7.1 The Provider hereby agrees to provide services covered by this Contract under conditions defined in the Contract and its Appendices.

7.2 The Provider warrants that support service does not infringe on any third party rights (patents and other industrial and intellectual property rights).

7.3 The Provider is obliged to respect Customer´s rules and conditions regarding system operation.

7.4 The Provider is obliged to keep records of service interventions done based on this Contract.

7.5 The Provider is obliged to have actual backup of system installation and configuration files in case of necessary return to previous state of the system.

7.6 The Provider is responsible as an employer for its employees to observe the rules when using RSA SecureID token (issued based on paragraph 8.5 above) and also for the loss of RSA SecureID token. The Provider is obliged to compensate all damages caused by breaking these rules by Provider's employees.

Article 8   Contractual Penalties

8.1 In case the Customer does not meet the payment term according to paragraph 0 of this Contract, the Customer shall be duty-bound to pay an interest rate of 0,05 % (five one hundredths) of the amount invoiced or of its part not yet reimbursed for each day of delay.

8.2 In case the Provider does not meet the times defined in 3.8 and 3.9 of this Contract, the Provider shall be duty-bound to pay a penalty defined in the tables below:

Severity Level	Restore Time (paragraph 0)
1 (Critical)	100,- USD for each hour of delay
2 (Major)	500,- USD for each day of delay

Severity Level	Resolve Time (paragraph 0)
All levels	1 000,- USD for each month of delay

8.3 In case the Provider does not meet the times defined in 3.10 of this Contract, the Provider shall be duty-bound to pay a penalty 100,- USD for each day of delay.

8.4 In case the Provider breach the rules for VPN access defined in 7.6 and Annex 4 of this Contract, the Provider shall be duty-bound to pay a penalty 5000,- USD for each violation of these rules.

8.4. Penalty shall be paid by the Provider independent of the possible damage caused to the Customer. Such indemnity mentioned herewith shall be the subject of separate reimbursement.

Article 9   Termination

9.1 In the event of major breach of contractual obligations, and after a grace period of thirty days, this Contract can be terminated on the basis of a written notice. Termination must be notified through a registered letter with a thirty days written notice to perform.

Article 10   Force Majeure

10.1. The Parties agreed that they are not liable for failing to meet all or some of the provisions hereunder, if such failure was caused by an event of force *majeure*. However, the Party affected by an event of force *majeure* shall perform its obligations hereunder as soon as the effects of an event of force *majeure* cease. All the terms hereunder shall be postponed for a period equal to the time when an event of force *majeure* lasted. The Party affected by an event of force *majeure* shall notify the other Party as soon as possible after any occurrence thereof.

10.2. Should force *majeure* consequences last provably for more than three months, any of the Parties hereto is entitled to withdraw from this Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party hereto.

Article 11 Other Provisions

11.1. 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 L17) 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, Contractor shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

11.2 The Provider acknowledges that the Customer is obliged to publish this Contract and associated information and documents related to the performance under this Contract pursuant to the Act No. 137/2006 Coll. On Public Procurement, as amended. However, information relating to copyright in accordance with the Copyright Act and information under provisions of Section 504 and Section 1730 subs. 2 of the Civil Code will continue to be protected, if so expressly indicate by Parties.

11.3 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 will be submited no later than 28.02. of next year. In the event that the Provider is a joint stock company still accompanied by a list of holders of share, if their aggregate value is more than 10% of the capital. The list must not be older than 90 days before its submission.

Article 12 Settlement of disputes

12.1. Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity therefore, which cannot be settled by Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic.

12.2. The language to be used in trial and award shall be Czech.

12.3. This Contract is governed by Czech law.

Article 13 Modification and Alternation

13.1 Any part of this Contract may be amended by an amendment signed by duly authorised representatives of the Parties if it is not agreed otherwise in the Contract. Any amendment to the Contract shall require a written consent of both Parties, otherwise shall be null and void.

13.2 The Parties have agreed that technical changes which have no influence on price and/or payment conditions may be done by entrusted persons of the Parties. Any change of these Appendices shall require a written consent of the entrusted persons and must be identified by the date, signature of the entrusted person and sequential number of the change, otherwise shall be null and void.

13.3 Persons, who are entrusted to change the Contract in accordance with 13.2, are:

> on behalf of Frequentis California Inc.:   John Fort
> on behalf of ANS CR: Michal Chvojka

Article 14 Final Provisions

14.1. This Contract is made in four (4) original copies in English, each Party obtaining two copies.

14.2. 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 representatives.

14.3. This Contract shall be valid on the day of its signature duly authorized representatives of the Provider and the Customer.

14.4 This Contract is conluded for e define period of time and shall be effective from October 1th until September 30th 2017.

14.5 The Appendixes below make an integral part of this Contract.

Appendix 1   System specification
Appendix 2   Contacts
Appendix 3   Provider personnel with VPN access to Customer network
Appendix 4   SecureID token protocol

In Jenec, on [*]

....

the Customer

Air Navigation Services of the Czech Republic (ANS CR)

In [*], on [*]

....

the Provider

- členové komise pro otevírání obálek

Váš dopis zn. / dne:	Naše zn.:	Vyřizuje:	Telefon:	Fax:	V Jenči dne:
	RVZ/7548/14	T.Koucká	220373269		1. 09. 2014

Jmenování komise pro otevírání obálek k veřejné zakázce „Servisní údržba a podpora na systém AFTN/CIDIN/NOS"

V souladu s § 71 odst. 1 zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů jmenuji s účinností ode dne podpisu komisi pro otevírání obálky na realizaci zakázky „Servisní údržba a podpora na systém AFTN/CIDIN/NOS" v tomto složení:

Člen komise	ZOÚ	Náhradník	ZOÚ
Ing. Tereza Koucká	DPLR/OPVZ/RVZ	Marcela Šomková	DPLR/OPVZ/RVZ
Bc. Lenka Klejšmídová	DPERFIN/SFIN/CO	Ing. Ivona Schindlerová	DPERFIN/SFIN/CO
Ing. Michal Chvojka	DPRO/AMTS/LTS	Mgr. Lukáš Vlach	DPRO/ATMS/LTS/CADIN

Členové i náhradníci komise pro otevírání obálek jsou povinni zachovávat mlčenlivost o věcech, o nichž se dozvěděli v souvislosti s výkonem své funkce.

S pozdravem

Mgr. Petr Fajtl
ředitel Divize plánování a rozvoje letových navigačních služeb

Řízení letového provozu
České republiky

<div style="border:1px solid">

Zadavatel:
Řízení letového provozu České republiky, státní podnik,
se sídlem Jeneč, Navigační 787, PSČ: 252 61,
IČO: 49 71 03 71,
zapsaný v obchodním rejstříku vedeném Městským soudem v Praze,
oddíl A, vložka 10771.

Veřejná zakázka:
„Service and maintenance support for the system AFTN/CIDIN/NOS"
dle výzvy k jednání ze dne 01. 09. 2014

</div>

PROTOKOL
O OTEVÍRÁNÍ OBÁLKY S NABÍDKOU ZE DNE 19. 09. 2014

dle § 73 odst. 1 zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů:
Přítomní členové/náhradníci komise pro otevírání obálky

	Jméno a příjmení člena/náhradníka komise
1.	Ing. Tereza Koucká
2.	Ing. Michal Chvojka
3.	Bc. Lenka Klejšmídová

Otevírání obálky proběhlo dne 19. 09. 2014 v sídle zadavatele. Komise otevřela obálku s nabídkou společnosti Frequentis California, Inc., 201-B Calle Del Oaks Moneterey, California 93940, USA, IČO: 27-1966478, Tax ID number: 27-1966478, která byla zadavateli doručena dne 18. 09. 2014 v 10:40 hod. a konstatovala že:

1) Nabídka je zpracována v požadovaném jazyku.
2) Nabídka je podepsána osobou oprávněnou jednat jménem či za uchazeče.
3) Návrh smlouvy je podepsán osobou oprávněnou jednat jménem či za uchazeče.
4) Nabídková cena za servisní údržbu a podporu na systém AFTN/CIDIN/NOS činí 337 972 USD bez DPH.

Závěr:
Jednání komise bude pokračovat posouzením splnění kvalifikačních předpokladů.

V Jenči dne 19. 9. 2014
Podpisy všech přítomných členů/náhradníků komise pro otevírání obálek

Jméno a příjmení člena komise	Podpis člena komise
1. Ing. Tereza Koucká	
2. Ing. Michal Chvojka	
3. Bc. Lenka Klejšmídová	

Řízení letového provozu
České republiky

ZPRÁVA O POSOUZENÍ A HODNOCENÍ NABÍDEK

Podle § 80 odst. 1 zákona č. 137/2006 Sb., o veřejných zakázkách (dále též „zákon")

1. **Evidenční číslo veřejné zakázky:** 3411/047/14

2. **Název veřejné zakázky:** Service and maintenance support for the system AFTN/CIDIN/NOS

3. **Identifikační údaje o zadavateli**

Obchodní firma/ název/ jméno, příjmení zadavatele	**Řízení letového provozu České republiky, státní podnik**
Sídlo/ místo podnikání/bydliště zadavatele	**Navigační 787, 252 61 Jeneč**
Jméno(-a) a příjmení osoby oprávněné jednat jménem zadavatele	**Mgr. Petr Fajtl**

4. **Seznam posuzovaných nabídek**

Poř. č.	Obch. firma nebo název uchazeče	IČ	DIČ	Datum podání nabídky	Čas podání nabídky
1.	Frequentis California, Inc.	27-1966478	27-1966478	18.09.2014	10:40 hod.

5. **Seznam nabídek, které byly komisí ze zadávacího řízení vyřazeny**

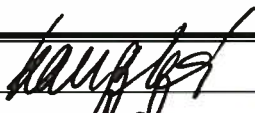| Číslo nabídky	Firma/Důvod pro vyřazení nabídky
-	Ze zadávacího řízení nebyly vyřazeny žádné nabídky.

6. **Popis hodnocení nabídek včetně odůvodnění**

V souladu s § 79 odst. 6 neprovedla komise hodnocení nabídek, neboť by hodnotila nabídku jediného uchazeče. Členové komise se jednohlasně shodli na tom, že nabídka společnosti Frequentis California, Inc. zcela splnila veškeré zákonné požadavky i požadavky zadavatele uvedené v zadávacích podmínkách, a proto bude zadavateli doporučeno rozhodnout o výběru nejvhodnější nabídky.

7. Konečné pořadí nabídek

Pořadí	Obchodní firma/ název/ jméno, příjmení dodavatele/ zájemce
1.	Frequentis California, Inc.

8. Složení komise a podpisy členů komise

jméno a příjmení člena/náhradníka komise	vlastnoruční podpis člena komise
1. Ing. Tereza Koucká	
2. Ing. Michal Chvojka	
3. Bc.Lenka Klejšmídová	

9. Předání zprávy o posouzení a hodnocení nabídek zadavateli

Zpráva byla předána zadavateli dne	2 4 -09- 2014
Jméno a příjmení osoby oprávněné jednat jménem zadavatele	Mgr. Petr Fajtl
Podpis oprávněné osoby zadavatele	
Razítko zadavatele	

Air Navigation Services
of the Czech Republic

Service Contract

entered into pursuant to Article 1746, paragraph 2 of the Act No 89/2012 Coll, Civil Code
(hereinafter referred to as the "Civil Code")

(hereinafter only as "Contract")

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: 49710371
Tax Identification Number: CZ49710371
IBAN: ███████████████████
SWIFT code: CEKOCZPP
Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,
Represented by: Mr. Jan Štindl, Director of the Operations Division

(Hereinafter referred to as the „Customer")

and

Frequentis California Inc.
Registered office: 201-B Calle Del Oaks, Monterey, CA 93908, USA
Certificate of status, authentication No: 9812179
Person authorized to conclude this Service Contract: Mr. John Fort
Tax ID: 27-1966478
Bank: BANK OF AMERICA
200 East Franklin Street, Monterey, California 93940
Account No. ██████████
SWIFT code: bofaus6s

(Hereinafter referred to as the „Provider")

The Customer and the Provider are each a „Party" or collectively the „Parties"

Article 1   Subject Matter

1.1   Provider undertakes to provide maintenance service and support (herein after as well as "work" or "service") for:

    1.1.1   the Aeronautical Fixed Telecommunications Network (AFTN) Message Switching Subsystem and the Common ICAO Data Interchange Network (CIDIN) Subsystem

    1.1.2   the Automated Aeronautical Information Service/NOTAM (AIS/NOTAM) Subsystem

-    o   NOTAM Data Management
-    o   OPMET Data Management
-    o   Flight Plan Data Management
-    o   Static Database Management

    1.1.3   Integrated Briefing System (IBS)

-    o   through the thick client application
-    o   through the web interface (Internet)

1.2   All maintenance items covered by this support are listed in Appendix 1 of this Contract.

1.3   For the purpose of this Contract the maintenance service consists of:

- service availability
- service interventions (via remote connection)

1.4   Service availability includes:

    1.4.1   Establishment of service desk available 24 hours a day, 7 days a week to receive telephone or email requirements from responsible Customer personnel (listed in Appendix 2) regarding necessary service interventions.

    1.4.2   Providing technical advice and guidance to responsible Customer personnel via email, telephone or virtual private network (VPN) connection regarding:

       1.4.2.1   control and user operations for proper service,

       1.4.2.2   procedures during problem analysis,

       1.4.2.3   instructions for correct system software configuration.

    1.4.3   Maintaining complete backup of system software and up to date versions of system documentation and manuals.

    1.4.4   Obsolescence management, the Provider routinely monitors the availability of the HW/SW components from its suppliers and where necessary takes action to ensure that the supply line continues. When the Provider is notified of impending component obsolescence, Provider will provide without any delay the Customer with information about relevant component supply changes, such as LRUs becoming obsolete, subjected to significant price increases or longer delivery times, or otherwise influencing the Customers maintenance predictability. The Provider shall also provide once per year regular obsolescence check and report the results to the Customer.

    1.4.5   96 hours of service interventions within 12 month.

    1.4.6   Providing monthly list of service interventions in electronic form.

1.5   Service interventions includes:

    1.5.1   Solution of operational problems:

       1.5.1.1   fault detection including documentation (screenshot, system logs),

       1.5.1.2   problem analysis and troubleshooting,

       1.5.1.3   problem resolving (identifying defective software components or providing software and/or procedural workarounds),

       1.5.1.4   results of internal testing and verification of any proposed system changes.

    1.5.2   Configuration of third party software:

       1.5.2.1   operating systems (Linux RedHat, Fedora),

       1.5.2.2   MySQL database.

    1.5.3   System documentation update.

1.6 Customer undertakes to pay to Provider for the above defined maintenance under the terms and conditions defined here after.

Article 2   Price of the Work

2.1 The total price of maintenance service provided according to this Contract during the whole validity period is at maximum **337.972.00,-** USD and consists of this items:

2.1.1 Fixed payment for service availability described in paragraph 1.4 of this Contract is:

- o   for systems described in 1.1.1 ▪▪▪▪▪▪▪▪
- o   for systems described in 1.1.2 ▪▪▪▪▪▪▪▪
- o   for systems described in 1.1.3 ▪▪▪▪▪▪▪▪

2.1.2 Variable payment for service interventions according to paragraph 1.5 (limited by the maximum amount defined earlier) of this Contract depends on number of these interventions which has been done in each month based on monthly report approved by the Customer. First 96 hours per each 12 months of this Contract are covered by fixed payment (see 1.4.5). Interventions made within the framework of valid warranty are free of charge. For the interventions not covered by warranty and over 96 hours in respective 12 months period was agreed the service rate per one hour work of technical expert:

- o   for systems described in 1.1.1 ▪▪▪▪▪▪▪▪
- o   for systems described in 1.1.2 ▪▪▪▪▪▪▪▪
- o   for systems described in 1.1.3 ▪▪▪▪▪▪▪▪

2.2 It is assumed that the services will be exempt from import duties. The prices quoted do not include import duties or taxes , but in case of supply of any HW necessary to provide maintenance service and support according to this agreement will be applied conditions DDP Incoterms 2011, ie. Delivered Duty paid.

2.3 Invoices issued by the Provider shall be sent to Customer's address given in the heading of this Contract. The price to be paid based on issued invoice always to the last day of respective month. Invoices are to be paid within 30 days after receipt by the Customer. Invoiced amount will be in USD. An integral part of the invoice shall be mutually agreed statement of activities undertaken during the month.

2.4 The Customer 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 Provider shall issue a new invoice or correct the original invoice and fix a new due date.

2.5 All above mentioned prices are fixed and firm for the validity period of this Contract and include all costs of the Provider associated with providing service maintenance in accordance with this Contract. Any change of price could be done only by an amendment signed by duly authorised representatives of the Parties.

Article 3   Place and Methods of Performance

3.1 Place of performance for the service maintenance in accordance with this Contract is: IATCC Jeneč, Navigační 787, 252 61 Jeneč.

3.2 Service maintenance is provided via phone, email or virtual private network connection. On-site support is provided only for systems described in 1.1.3. Reaction time for this on-site support is three working days since Customer request.

3.3 Defined telephone number is assigned for Customer below which is permanently available.

3.4 Request for service intervention is made by responsible Customer personnel:
   a) via phone to service number ███████████ (back up number is ████████) or
   b) by email to service email ██ ███████████████ or
   c) via online web Reporting Tool at https://selfservice.frequentis.com.

3.5 Other contacts for the purpose of this Contract are listed in Appendix 2.

3.6 Each request for service intervention has to be classified according to impact of the problem. Severity levels are described in the table below. In order to classify a request, Provider technical support personnel will confirm with Customer the impact of the reported problem to determine an appropriate classification. Where parties disagree on the classification of a particular reported problem, Customer and Provider technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event the parties are unable to reach Contract on the classification, the reported problem shall be classified at Customer's assigned classification level.

Severity Level	Description
1 (Critical)	The system is inoperative and Customer's inability to use the product has a critical effect on Customer's operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 Critical problem.
2 (Major)	The system is partially inoperative but still usable by Customer. The inoperative portion of the product severely restricts Customer's operations, but has a less critical effect than a Severity Level 1 condition. In addition, any situation with serious loss of redundancy (i.e. system has single point of failure) which could lead to priority 1 problem is considered as Severity Level 2 problem.
3 (Minor)	The system is usable by Customer, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall Customer operations.

3.7 Service intervention (see 1.5.1) is started by Provider at the latest in time defined in the table below:

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Respond Time	4 hours	24 hours	48 hours

3.8 Provider restores maintained system to operational status by identifying defective software components or providing software and/or procedural workarounds, where feasible in time defined in the table below (time from Customer first notification of a reported problem):

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Restore Time	24 hours	120 hours	Not relevant

3.9 Corrective action which removes reason for the operational problem or the result of analysis with recommended follow up actions in case the corrective action is not in Provider responsibility is

finished in time defined in the table below (time from Customer first notification of a reported problem):

Severity Level	1 (Critical)	2 (Major)	3 (Minor)
Resolve Time	30 days	60 days	90 days

3.10 Times for other actions except solution of operational problems defined in 1.5.1:

Action	Time
1.5.2 Configuration of third party software:	10 business days
1.5.3 System documentation update.	In case of planned system change 5 working days before applying the change. In case of fault corrections no later than 5 working days after applying the change in the system.
1.5.3 System documentation update.	In case of planned system change 5 working days before applying the change. In case of fault corrections no later than 5 working days after applying the change in the system.
1.4.6 Providing monthly list of service interventions in electronic form.	Until 10th day of the following month.

3.11 Time for the above defined limits starts from Customer first notification of a new request at Provider's contacts defined in paragraph 3.4.

3.12 In case when correction of one failure causes some other new failure then time is counted up (i.e. total time is counted from start of first failure until the end of last failure in a row).

Article 4   Taxes

4.1   The Customer declares that it is tax resident of the Czech Republic. *Contracting parties declare that they will respect and follow the Agreement on the avoidance of double taxation between the Czech republic and USA*

4.2   The Provider declares that it is a tax resident of the Unite States of America

4.3   The Customer declares that it is registered as a VAT payer in the Czech Republic under registration number CZ49710371.

4.4   The Customer shall bear no responsibility for the performance of Provider's obligations towards tax authorities of the Czech Republic. The Provider shall bear no responsibility for the Customer's obligations to the tax authorities of the Czech Republic.

Article 5   Warranty and liability

5.1.   The Provider represents that a guarantee of 12 month is provided for the work. The guarantee period starts on the day of signing notification of hand over of the work.

5.2   The Customer shall notify the Provider about any defects of the work via telephone followed by mail or e-mail notification. The Provider shall eliminate the notified defects within time after Article 3 above.

5.3.   The Warranty does not cover defects caused by unprofessional handling or non-compliance with the instructions.

5.4.   In case of breach of the warranty duties of the Provider, the Customer has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Contractor.

5.5.   The warranty period shall be extended by the period which was necessary to elimination of the defect. The decisive date is date of notification of the defect or the date of hand-over of the work. The date which occurred first is the decisive date.

5.6.   Unless stated otherwise in this Contract the liability for defects follows the section 2615 et seq. of the Civil Code.

5.7.   The liability for unencumbered legal title to the work shall be carried by the Provider and the liability is not limited to the warranty period agreed herein.

Article 6   Customer's Responsibilities

6.1   When reporting a fault, the Customer shall include Severity Level of problem and output of any diagnostics, printed logs, already performed actions to help reproduce the conditions under which the trouble occurred.

6.2   The Customer is obliged to ensure that maintained systems are installed, configured, operated and maintained in accordance with Provider applicable installation, operation, administration, and maintenance specifications.

6.3   The Customer is obliged to perform initial problem diagnostics and analysis to isolate the problem to a maintained system.

6.4   The Customer is obliged to inform the Provider with all rules and conditions for system operation.

6.5   The Customer is obliged to provide to designated employee of the Provider remote access and VPN connection to maintained system via Customer CADIN IP data network based on defined access privileges. RSA SecureID token will be issued to each of these employees, list of them is in Appendix 3 of this Contract.

Article 7   Provider's Responsibilities

7.1   The Provider hereby agrees to provide services covered by this Contract under conditions defined in the Contract and its Appendices.

7.2   The Provider warrants that support service does not infringe on any third party rights (patents and other industrial and intellectual property rights).

7.3   The Provider is obliged to respect Customer's rules and conditions regarding system operation.

7.4   The Provider is obliged to keep records of service interventions done based on this Contract.

7.5   The Provider is obliged to have actual backup of system installation and configuration files in case of necessary return to previous state of the system.

7.6   The Provider is responsible as an employer for its employees to observe the rules when using RSA SecureID token (issued based on paragraph 8.5 above) and also for the loss of RSA SecureID

token. The Provider is obliged to compensate all damages caused by breaking these rules by Provider's employees.

Article 8   Contractual Penalties

8.1   In case the Customer does not meet the payment term according to paragraph 0 of this Contract, the Customer shall be duty-bound to pay an interest rate of 0,05 % (five one hundredths) of the amount invoiced or of its part not yet reimbursed for each day of delay.

8.2   In case the Provider does not meet the times defined in 3.8 and 3.9 of this Contract, the Provider shall be duty-bound to pay a penalty defined in the tables below:

Severity Level	Restore Time (paragraph 0)
1 (Critical)	100,- USD for each hour of delay
2 (Major)	500,- USD for each day of delay

Severity Level	Resolve Time (paragraph 0)
All levels	1 000,- USD for each month of delay

8.3   In case the Provider does not meet the times defined in 3.10 of this Contract, the Provider shall be duty-bound to pay a penalty 100,- USD for each day of delay.

8.4   In case the Provider breach the rules for VPN access defined in 7.6 and Annex 4 of this Contract, the Provider shall be duty-bound to pay a penalty 5000,- USD for each violation of these rules.

8.4.   Penalty shall be paid by the Provider independent of the possible damage caused to the Customer. Such indemnity mentioned herewith shall be the subject of separate reimbursement.

Article 9   Termination

9.1   In the event of major breach of contractual obligations, and after a grace period of thirty days, this Contract can be terminated on the basis of a written notice. Termination must be notified through a registered letter with a thirty days written notice to perform.

9.2   This Agreement may be terminated by either Party on the anniversary of the contract signing date and with a 3 month notice period.

Article 10   Force Majeure

10.1.   The Parties agreed that they are not liable for failing to meet all or some of the provisions hereunder, if such failure was caused by an event of force *majeure*. However, the Party affected by an event of force *majeure* shall perform its obligations hereunder as soon as the effects of an event of force *majeure* cease. All the terms hereunder shall be postponed for a period equal to the time when an event of force *majeure* lasted. The Party affected by an event of force *majeure* shall notify the other Party as soon as possible after any occurrence thereof.

10.2.   Should force *majeure* consequences last provably for more than three months, any of the Parties

hereto is entitled to withdraw from this Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party hereto.

Article 11   Other Provisions

11.1. 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 L17) 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, Contractor shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

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13.3 Persons, who are entrusted to change the Contract in accordance with 13.2, are:

on behalf of Frequentis California Inc.:   John Fort
on behalf of ANS CR: Michal Chvojka

Article 14   Final Provisions

14.1. This Contract is made in four (4) original copies in English, each Party obtaining two copies.

14.2. 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 representatives.

14.3. This Contract shall be valid on the day of its signature duly authorized representatives of the Provider and the Customer.

14.4 This Contract is conluded for e define period of time and shall be effective from October 1th until September 30th 2017.

14.5 The Appendixes below make an integral part of this Contract.

    Appendix 1 System specification
    Appendix 2 Contacts
    Appendix 3 Provider personnel with VPN access to Customer network
    Appendix 4 SecureID token protocol

In Jeneč, on   0 3 -10- 2014   Air Navigation Services
of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBL.(
NAVIGAČNÍ 787, 252 61 JENEČ

....

the Customer

Air Navigation Services of the Czech Republic (ANS CR)

In Monterey, CA, on October 3, 2014

....

the Provider

FREQUENTIS

FREQUENTIS California Inc.
201-B Calle Del Oaks
Del Rey Oaks, California 93940

Appendix 1 – System specification

The following table specifies the application software that are being maintained as part of the maintenance contract.

A) Summarized overview

Operational environment

ID	System	Name of server
1	AFTN/CIDIN	aftn1
2	AFTN/CIDIN	aftn2
3	NOTAM/OPMET	pilot1
4	NOTAM/OPMET	pilot2
5	IBS	scon-dmz1
6	IBS	scon-dmz2
7	IBS	ibs-dmz1
8	IBS	ibs-dmz2

Test environment

ID	System	Name of server
1	AFTN/CIDIN	test1
2	AFTN/CIDIN	test2
3	NOTAM/OPMET	notam1
4	NOTAM/OPMET	notam2
5	IBS	scon-test1
6	IBS	scon-test2
7	IBS	ibs-test1
8	IBS	ibs-test2

B) Detailed specification

Operational environment

B-1) System AFTN/CIDIN
Servers:
- Name: **aftn1, aftn2**
- Count: 2x (operational/standby)
- HW: Hewlett-Packard DL380
- SW: Red Hat Enterprise Linux ES release 3

Application:
- consists of main processes/programs below:

aftn_app
aftn_wmo
alarm_mgr
asy_link
cnd_seg
CDS_hndlr
cidinroute
ctransport
CtransTmr
dailystats
exec_ctrl
gatgher_sta
heartbtr
heartbts
hold_chk
job_spoole
Log_hndlr
net_app
pvc_exec
route
send_tmd_m
serv_notam
statistic
stdbyrec
stdbyxfr
svc_exec
svchandler
tccwatch
tcp_slaveX
term_handl
tmdcmd
updater
watcher
wmo_aftn

B-2) System NOTAM/OPMET

Servers:
- Name: **pilot1, pilot2**
- Count: 2x (operational/standby)
- HW: Hewlett-Packard DL380
- SW: Red Hat Enterprise Linux ES release 3

Application:
- consists of main processes/programs below:
- mysql DB

aftn_wmo
ais_bull
ais_cql
ais_svc
alarm_mgr
asy_link
bull_arch
bull_sched
CDS_hndlr
chk_db
cleanbull
cleandaily
delete_fpl
exec_ctrl
fpms_XXXX
ftpServe
gwdidbg
heartbtr
heartbts
Log_hndlr
metFile
nmstats
notam_hist
notam_msg
notam_old
notam_prop
purge_bin
purge_met
purge_old
purge_tab
route
rstrt_mf
send_tmd_m
serv_ibs

serv_notam
statistics
stdbyexec
stdbyrec
stdbyxfr
svchandler
tcp_slave
term_handl
tmdcmd
update
updater
validate
warn_notify
watcher
wmo_message

B-3) System IBS

-   consist of two parts; Sconnector and Webserver.

IBS system SCONNECTOR

Servers:

-   Name: **scon-dmz1, scon-dmz2**
-   Count: 2x (operational/standby)
-   HW: Virtual machine, runs in VMware Virtual Center 2
-   SW: Red Hat Enterprise Linux Server release 6.x

Application:

-   consists of main processes/programs below

Sconnector application
mysql DB

IBS system Webserver

Servers:

-   Name: **Ibs-dmz1, Ibs-dmz2**
-   Count: 2x (operational/standby)
-   HW: Virtual machine, runs in VMware ESXi 5
-   SW: Red Hat Enterprise Linux Server release 6.x

Application:

-   consists of main processes/programs below

IBS application
Red Hat Cluster Suite
Appache server
JBoss AS 7

Test environment

Test system AFTN/CIDIN
Servers:
- Name: **test1, test2**
- Count: 2x (operational/standby)
- HW: Hewlett-Packard DL380
- SW: Red Hat Enterprise Linux ES release 3

Application:
- same configuration as operational environment

Test system NOTAM/OPMET
Servers:
- Name: **notam1, notam2**
- Count: 2x (operational/standby)
- HW: Hewlett-Packard DL380
- SW: Red Hat Enterprise Linux ES release 3

Application:
- same configuration as operational environment

Test IBS system SCONNECTOR
Servers:
- Name: **scon-test1, scon-test2**
- Count: 2x (operational/standby)
- HW: Virtual machine, runs in VMware Virtual Center 2
- SW: Red Hat Enterprise Linux Server release 6.x

Application:
- same configuration as operational environment

Test IBS system Webserver
Servers:
- Name: **ibs-test1, ibs-test2**
- Count: 2x (operational/standby)
- HW: Virtual machine, runs in VMware Virtual Center 2
- SW: Red Hat Enterprise Linux Server release 6.x

Application:
- same configuration as operational environment

Appendix 2 - Contacts

Provider:

HelpDesk Support:

Phone: ███████████
Email: ███████████████
Fax : ███████████

Responsible personnel:

Mr. John Fort
E-mail: █████████████████
Phone: ██████████
Fax: ██████████

Customer:

Supervisor room ITS (H24):

Phone: ███████████████████ ███
Fax: ██████████

Responsible personnel:

Lukáš Vlach
Michal Pufr
Jan Mikyna
Michal Chvojka

███████████████████████████
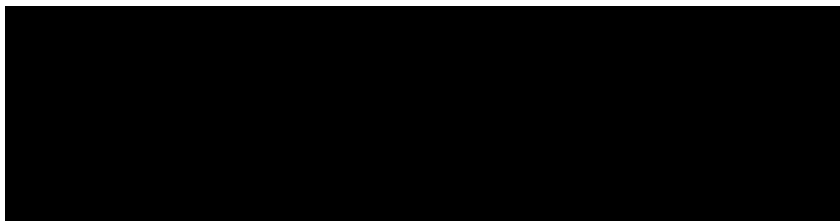
Appendix 3 – Provider personnel with VPN access to Customer network

Name	Company	SecureID (serial number)	Handover date
Dave Sigward*	Frequentis California Inc.	███████	21.6.2012
Kim Shenton	Frequentis California Inc.	███████	21.6.2012
Ken Jackson*	Frequentis California Inc.	███████	21.6.2012
Milena Jackson*	Frequentis California Inc.	███████	21.6.2012
Jon Doelman*	Frequentis California Inc.	███████	21.6.2012
Kamil Kantar	Frequentis AG, Austria	███████	25.11.2013
Tomáš Vlček	Frequentis Czech Republic	███████	??..2014
Randy Karasek*	Frequentis California Inc.	███████	5.10.2012

Each of above mentioned employee:
- has received from ANS CR representative the SecureID token based on confirmed individual „SecureID token protocol"
- has received user manual
- has been informed about rules for using the SecureID token
- has been informed about procedures regarding remote access to ANS CR data network

Note: Only employee marked with an „" are allowed to access live oper systems, the others have access to test systems only.*

Appendix 4 – SecureID token protocol

ANS CR is providing a remote access to its corporate data network (CADIN-IP) for employees, contractors or other partners. The access is always limited to specific applications with defined permissions. Based on these permissions, a Secureld token is given to employees, contractors or other partners.

SecureID token is a small device, token generates periodically every minute 6 digits number. This number together with a user PIN will provide the best, secure user authentication. Every token has its unique serial number.

The user claims, that:

- he will choose a secret personal PIN. Only he knows the PIN and the PIN is not easy to guess
- token can be used only by authorized person and cannot be used by other persons
- he will follow the user manual during the authorization process
- he will report any unusual behavior, loss or PIN disclosure to a service number immediately.
- he will use the token regularly for his work and keep the token in functional state
- he knows, that the token will disable in case of long inactivity
- he is obligated to return the token back to ANS in case he is not using the token any more or if the permission for using VPN is no longer valid

H24 service: ███████████████

Administrator : Michal Sládek, ███████████████████████

Token serial numer:	Signature:
User, Company:	
Contact information:	

Date:	Signature:
ANS CR representative:	