

**ADDENDUM 23-02  
TO  
COMMUNICATION SERVICE PROVISION FOR  
ATN VDL MODE 2 DATALINK FOR CPDLC AGREEMENT  
BETWEEN  
ARINC INCORPORATED, A PART OF COLLINS AEROSPACE  
AND  
Public Limited Liability Company ‘ORO NAVIGACIJA’  
DATED 17/10/2019  
(FOR DELIVERY OF ATN SERVICES)**

**ARINC Incorporated, a part of Collins Aerospace** (hereinafter referred to as “**ARINC**”) and **Public Limited Liability Company ‘ORO NAVIGACIJA’** (hereinafter referred to as “**ORO NAVIGACIJA**”) hereby agree to modify the above referenced Agreement as follows:

1. The signing Parties have an Agreement for the provision of Communication Service Provision for ATN VDL Mode 2 Datalink for CPDLC (“Agreement”). The Parties have agreed to add this new Article 25 to the Agreement concerning compliance with ATM/ANS.OR.B.015 under Commission Implementing Regulation (EU) 2017/373 of 1 March 2017 (“Regulation”):

25. Competent Authority Audit - Commission Implementing Regulation (EU) 2017/373

25.1. *In accordance with ATM/ANS.OR.B.015 under Regulation (EU) 2017/373 (“Regulation”), when the Customer contracts any part of its activities to an organisation that is not itself certified in accordance with this Regulation to carry out such activity, it shall ensure that the contracted organisation works under its oversight. The Customer shall ensure that the competent authority is given access to the contracted organisation to determine continued compliance with the applicable requirements under this Regulation.*

25.2. *In order to facilitate the Customer’s compliance with ATM/ANS.OR.B.015:*

25.2.1. *ARINC, no more than once per calendar year for the duration of this Agreement, upon thirty (30) days prior written notice and mutual consent, shall allow EASA or an agreed upon third party auditor (“Competent Authority”), acting under regulations applicable to this service to have access to ARINC’s documented processes and relevant records excluding ARINC’s company confidential information such as technical specifications, books and records, to enable the Competent Authority to verify continued compliance with the applicable requirements with ATM/ANS.OR.B.015 under this Regulation.*

25.2.2. *The Customer shall ensure that the conduct of the Competent Authority does not unreasonably disrupt ARINC or delay the provision of the Services by ARINC.*

25.2.3. *The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations and the resulting audits under this Clause 26.*

25.2.4. *If an audit conducted by the Competent Authority identifies that ARINC is failing to comply with any of its material obligations under this Agreement then, the Parties shall develop a mitigation plan to achieve compliance with the material obligations*

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. During the existence of this Addendum, both Parties agree that the terms contained herein shall be maintained in confidence.

*(Signature Page Below)*

*IN WITNESS WHEREOF*, each Party has caused its duly-authorized representative to execute this Addendum on its behalf as of the date set forth below. The person executing this document hereby certifies that the Customer name set forth below is the full, complete and correct name of the entity entering into this Addendum.

<b>STATE ENTERPRISE 'ORO NAVIGACIJA'</b>	<b>ARINC Incorporated, a part of Collins Aerospace</b>
Balio Karvelio Str.25,, LT-02184 Vilnius, Lithuania	2551 Riva Road Annapolis, MD 21401 USA
<b>SIGNED BY:</b>	
<b>NAME:</b> Saulius Batavičius	<b>NAME:</b> Sanjna Kaeley
<b>TITLE:</b> Chief Executive Officer	<b>TITLE:</b> Contracts Manager
<b>DATE:</b> 30/11/23	<b>DATE:</b> 20/11/23