

Agreement

between

APSS Software & Services Ltd.

Thurgauerstrasse 39

8050 Zurich

Switzerland

Business ID No.: CH 020.3.032.642-4

VAT ID No.: 699886

Registered in: Zurich

Represented by

(hereinafter referred to as "APSS")

and

Český Aeroholding, a.s.

Jana Kaspara 1069/1

160 08 Praha 6

Czech Republic

Business ID No.: 248 21 993

VAT ID No.: CZ699003361

Registered in the Commercial Register administered by the Municipal Court in
Prague, Section B, File 17005

Represented by:

Bank Account No.:2106286528

with UniCredit Bank Czech Republic and Slovakia, a.s.

SWIFT code: BACXCZPP

IBAN: CZ15 2700 0000 0021 0628 6528

(hereinafter referred to as "CAH")

each a "Party", together the "Parties"

entered on the day, month and year specified below into the following agreement (hereinafter referred to as the “**Agreement**”)

I. Scope of Agreement

1. APSS hereby undertakes to provide to CAH the services pursuant to accepted offer specified in Appendix A hereto and install and implement the software product **CASRA Solution** (hereinafter referred to as the “**Software**”) as described in Appendix A hereto (hereinafter referred to as the “**Services**”) and undertakes to grant to CAH the License to the Software under conditions specified in Article II. hereof and in Appendix B hereto. CAH undertakes to pay to APSS for the performance of the Services and for granting of the License to CAH the price pursuant to Article IV. hereof.
2. The APSS License Agreement (version 2016-08-10) that form Appendix B hereto (hereinafter referred to as the “**APSS License Agreement**”) apply in addition to the terms of this Agreement. In case of any discrepancies between the terms of this Agreement and/or the terms of the APSS License Agreement and/or the terms of Appendix A hereto, the terms of this Agreement shall be always decisive and shall prevail.

II. License to the Software

1. APSS grants to the Partner a non-exclusive perpetual License to the Software, hereinafter referred to as the “**License**”). The Partner shall be entitled to grant an authorization under the License in full or in part to a third party (sub-license). The price for the License is included in the Price pursuant to Article IV. hereof. The Parties hereby agree that CAH shall not be obliged to use the License in its full extent.
2. CAH shall acquire the License on the day of signing this Agreement.
3. APSS hereby explicitly agrees to the following extension of the License: CAH shall be entitled to use the Software for its own use and benefit as well as for the use and benefit of Letiště Praha, a. s. (Prague Airport), with its registered office at K letišti 1019/6, Ruzyně, 161 00 Prague 6, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 14003, Business ID No.: 282 44 532, VAT No: CZ699003361 (hereinafter referred to as “**Prague Airport**”) (to the same extent as CAH).
4. APSS hereby explicitly agrees, that all Prague Airport badge (ID Card) holders are entitled to use the Software, to perform and provide training on the Software and receive training on the Software and are allowed to receive shared access according to Article 3) in the APSS License Agreement.

5. The Parties hereby explicitly agree, that on the basis of the License granted by APSS to CAH under the conditions stipulated hereof, that includes the purchase of (1) three X-Ray Tutor CBS licenses (2) three X-Ray Tutor HBS DG licenses and (3) the upgrade of the existing licenses.
6. APSS hereby represents and warrants that it is entitled to grant the License to CAH in the scope stipulated hereof. APSS hereby warrants that the Software or any other APSS's performance under this Agreement or the use of the Software by CAH under this Agreement do not breach and shall not result in a breach of any intellectual property rights of third parties. In case APSS breaches its obligation arising from the warranty set forth in this paragraph, APSS shall be liable for any and all consequences arising therefrom, in particular it shall be obliged to ensure for CAH the right to use the Software not infringing any intellectual property rights of third parties and indemnify CAH for any and all damage incurred thereby if such damage has to be compensated under Article VIII.

III. Implementation and Delivery

1. APSS shall perform the Services as specified in this Agreement and in Appendix A hereto (i.e. the installation and implementation of the Software and any other Services) by **11 July 2017**, at the latest (hereinafter referred to as the "**Delivery Date**").
2. In the event the Software is not defect-free, APSS shall be obliged to start solving the Software defect(s) in compliance with Article 6 of APSS License Agreement no later than three (3) working days following the receipt of CAH's notice by APSS.

IV. Price

1. The total price for the performance of Services by APSS and for granting the License by APSS to CAH under this Agreement shall be **EUR 24,480.00** (in words: **twenty-four thousand four hundred and eighty Euro**) **VAT exclusive** (hereinafter referred to as the "**Price**"). VAT shall be charged according to legal regulations in force.
2. The Price pursuant to Article IV. Par. 1. of this Agreement shall be a final price and shall cover all the APSS's costs incurred in connection with the performance of this Agreement.
3. APSS shall be entitled to invoice the Price after CAH acquires the License pursuant to Article II hereof.

4. The invoice issued by APSS shall be payable within thirty (30) days following its delivery to the CAH's mailbox invoices@cah.cz. Should the due date fall on a Saturday, Sunday or another holiday, 31 December or a day that is not a business day according to Act No. 284/2009 Coll., on Payment System, as amended, the due date shall be postponed to the immediately following business day.
5. The invoiced amount will be paid to the APSS's bank account stated on respective invoice.
6. The CAH's obligation to pay the invoiced amount shall be considered to be fulfilled when the invoiced amount is debited from the CAH's bank account.
7. CAH shall be given a period of ten (10) working days following its delivery to review whether the invoice is faultless and to return it to APSS if it contains errors. The return of the incorrectly issued invoice to APSS shall lead to the suspension of the maturity period and after the delivery of the correctly issued invoice to CAH, a new maturity period shall start to run.
8. CAH is authorized to lower the paid Price by the paid withholding tax or other similar tax in the case when payment of the Price shall be in, accordance with Czech tax regulations, subject to withholding tax or other similar tax. In such case the sum amounting to withholding tax or other similar tax shall not be considered as an unpaid liability of the CAH against APSS.

V. Yearly image library updates

1. CAH shall receive the regular yearly library updates provided by APSS free of charge if they provide APSS each year with at least 50 new forbidden recorded objects according to APSS requirements. CAH will therefore receive a free on-site instruction day as well as all the necessary recording material.

VI. Liability and Sanctions

1. Each party shall only be liable to the other party of this Agreement for the damage if it can be demonstrated that this damage was caused by that party intentionally or was the result of gross negligence. Each party of this Agreement shall not be liable for any consequential damage that may incur, in particular loss of profit, supplementary expenditures or claims asserted by third parties.

2. If APSS fails to successfully complete the performance of the Services by the Delivery Date as specified in Article III hereof, and such delay is attributable to APSS or its affiliates (esp. suppliers and/or resellers), APSS shall be obliged to pay to CAH a contractual penalty in the amount of 0,5% of the Price for every day of delay. The maximum contractual penalty which APSS shall be obligated to pay to CAH is 10% of the Price pursuant to Article IV. Par. 1. of this Agreement.

VII. Notices, Delivery Addresses and Contact Persons

1. CAH's delivery address:

Český Aeroholding, a.s.
Jana Kašpara 1069/1
160 08 Prague 6
Czech Republic

2. APSS's delivery address:

APSS Software & Services Ltd.
Thurgauerstrasse 39
8050 Zurich
Switzerland

3. CAH's contact person:

██████████

Central purchasing and logistic

tel: ██████████

e-mail: ████████████████████

4. APSS's contact person:

██████████

tel: ██████████

e-mail: ████████████████████

fax: ██████████

5. The contact persons listed in Article par. 3 and par. 4 of Article IX. may be replaced by means of a written notice to the other Party.
6. Any communication relating to this Agreement shall be made in writing.

VIII. Confidential Information

1. For purposes of this Agreement, Confidential Information shall mean, regardless of the form of recording, any information related to the contractual relationships of the Parties (including but not limited to the information on the rights and obligations of the Parties), and any other information, irrespective of said information being identified or labelled as “confidential”, “proprietary” or with similar legend, and irrespective the Confidential Information being disclosed orally or in writing.
2. Pursuant to Section VIII.1 CAH notifies the APSS and the APSS acknowledges that the CAH is a legal entity referred to in Section 2 para. 1 point n) of the Act no. 340/2015 Coll. of the Czech republic, on special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (hereinafter as „Register of Contracts Act“) and according to the Register of Contracts Act private law contracts are subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Both Parties hereby agree with publication of this Agreement and its Amendments in the register of contracts with the exception of the facts that constitute trade secrets.
3. The Parties undertake not to disclose Confidential Information to any third party without the disclosing Party’s prior written consent, except for cases where (a) such disclosure is required by law or (b) such disclosure is required by respective bodies acting under legal regulations and in accordance with them, in which case the disclosing Party shall inform the other Party of such disclosure in advance, or (c) such information in question is already available to public in accordance with respective legal regulations or the Agreement hereof, or (d) such information is made available to legal or any other consultants of a respective Party provided these consultants are obliged to maintain confidentiality within the same or even extended scope based on the Agreement hereof or by the law. Any Confidential Information acquired by any of the Parties during the course of this Agreement shall be used exclusively for the performance of this Agreement.

IX. Effective Date, Term and Termination

1. This Agreement shall become valid and effective on the day of signature of this Agreement by both Parties.

2. This Agreement shall run for indefinite period. The Parties hereby agree, that neither Party shall be entitled to terminate this Agreement for the period of five (5) years following the signature of the Agreement by both Parties. Thereafter (after the lapse of the five-year period following the signature of this Agreement by both Parties), the Agreement may be terminated by either Party by serving written three (3) months termination notice to the other Party. However, the Parties hereby explicitly agree that the provision of Article II "License to the Software" of this Agreement shall survive any termination of the Agreement pursuant to this par. 2 of Article IX. hereof.
3. This Agreement shall further cease to be in force and effect:
 - a) upon a written agreement of the Parties;
 - b) upon withdrawal from the Agreement by the Party (hereinafter referred to as the "**Non-Breaching Party**") in the event that the other Party (hereinafter referred to as the "**Breaching Party**") fails to observe or perform any of its material obligations under this Agreement and either such failure is incapable of remedy or the Breaching Party shall have failed to remedy the failure within thirty (30) days after receiving written notice from the Non-Breaching Party requiring the Breaching Party to remedy such failure.
4. The withdrawal from the Agreement pursuant to Article IX., paragraph 3., letter b) shall take effect upon delivery of the withdrawal notice to the other Party.

X. Final Provisions

1. This Agreement constitutes the entire agreement between the Parties in respect to the subject matter hereof and supersedes all prior agreements between the Parties related to the subject matter of this Agreement, whether written or oral.
2. If any of the provisions of this Agreement is or will become or will be considered to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless the mandatory provisions of the applicable laws set forth otherwise. The Parties covenant to replace as soon as practicable the invalid or unenforceable provision by a valid and enforceable provision which reflects the initial intent of the Parties.
3. This Agreement may only be modified by a written agreement between the Parties in the form of numbered amendments hereto, agreed and signed by the authorized representatives of the Parties.

4. None of the Parties shall assign any of its rights or obligations under this Agreement to a third party without the prior consent of the other Party.
5. This Agreement has been executed in five (5) counterparts, CAH shall receive three (3) counterparts of this Agreement and APSS shall receive two (2) counterparts of this Agreement.
6. The following Appendixes shall form an integral part of this Agreement:
 - a) Appendix A – APSS offer
 - b) Appendix B – APSS License Agreement
 - c) Appendix C – System Requirements (XRT3 System Requirements_Local Solution)
7. This Agreement shall be governed by the laws of Switzerland, the exclusive place of jurisdiction being Zurich, district of Oerlikon (Switzerland).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

For Český Aeroholding, a.s.

Date: _____

By: _____ (Signature)

Český Aeroholding, a.s.

For APSS

Date: _____

By: _____ (Signature)