

EXHIBIT
FORM OF STATEMENT OF WORK

Statement of Work #01/2017

Dated April 27th 2017

Weather Advisory System

Between

Honeywell International s.r.o.

And

Brno University of Technology

(Faculty of Information Technology, – Department of Computer Graphics and Multimedia)

STATEMENT OF WORK #01/2017

This Statement of Work (SOW) #01/2017 dated 27th April 2017 between Honeywell International s.r.o., a Czech company limited liability company, ID No.: 276 17 793, with its registered office at V Parku 2325/16, 148 00 Prague 4, Czech Republic, registered in the Company register kept by the Municipal Court in Prague, File C, Entry 119 (“Honeywell”)

and

Brno University of Technology (Faculty of Information Technology, – Department of Computer Graphics and Multimedia), Antonínská 548/1, 602 00 Brno - Veveří, Czech Republic; Identification No.: 00216305, VAT No.: CZ00216305 (“Supplier”).

The Supplier shall provide Honeywell with the Services detailed in this SOW in accordance with the following requirements and schedules and Honeywell will pay the Supplier the Fees and Expenses specified in this SOW, Schedule No. 9.

This Statement of Work forms an Exhibit to the Purchase Order issued by Honeywell to the Supplier dated 27th, April. 2017. The Purchase Order (6400365312) terms and conditions shall apply to this Statement of Work.

Scope:

The scope of Services performed under this SOW includes those described in this SOW and any additional or new services to which the Parties mutually agree in a written Change Order.

Place of Delivery:

The Services and Deliverables provided under this SOW will be delivered at Honeywell, Turanka 100, Brno, Czech Republic

Administrative Information:

The Supplier Project Manager for this SOW is XXX, xxx@fit.vutbr.cz; VUT, Faculty of Information Technology, Department of Computer Graphics and Multimedia, Božetěchova 1/2, 612 66 Brno.

The Honeywell Project Manager for this SOW is XXX, xxx@honeywell.com, Honeywell International s.r.o, Turanka 96, 627 00 Brno.

The Honeywell Purchase Order Reference 6400365312 for this SOW will follow.

Term:

The term of this SOW commences on **1. 7. 2017** and terminates on **30. 11. 2017**, unless earlier terminated or extended by Honeywell.

Invoices:

Invoicing address:

Honeywell International s.r.o.
V Parku 2326/18, Praha 4, 148 00, Czech Republic

Invoices (including the Honeywell Purchase Order number) will be sent to:

Honeywell International s.r.o.

PO Box 19

Tuřanka 100

627 00 Brno

Czech Republic

CORPInvoice289C@Honeywell.com

SCHEDULES

1. Services and Milestones
2. Responsibilities
3. Key Personnel
4. Approved Subcontractors
5. Service Location(s)
6. Required Reports
7. Required Meetings
8. Required Software, Hardware, Equipment and Facilities

9. Fees and Expenses
10. Performance Guarantees and Credits
11. List of Change Orders

Any changes to the SOW herein can only be made in the form of written and dated supplements signed by authorized representatives of both Parties.

The Parties' authorized representatives have executed this Statement of Work by their signatures below:

Honeywell

By: _____

Name:

Title:

Date: _____

Supplier

By: _____

Name: prof. Dr. Ing. Pavel Zemčík

Title: Dean of Faculty of Information Technology

Date: _____

SCHEDULES

Schedule 1 – Services and Milestones

Services

Detailed specification of particular services (work packages) including project outputs to be provided by Supplier are set out below:

#	Services / Deliverables	Deliverable Due Date	Acceptance Criteria	Review Completion Date
1	Source code for Honeywell Uplink Weather Data API, including hand-over meeting.	45 days after contract signature	Honeywell review and sign-off	15 days after the date of delivery
2	Document defining data fusion based on Honeywell Uplink Weather observation and forecast weather data.	100 days after contract signature	Honeywell review and sign-off	15 days after the date of delivery
3	Document on analysis and definition of intuitive representation of outcomes in Honeywell EPIC INAV graphical environment.	135 days after contract signature	Honeywell review and sign-off	13 days after the date of delivery

Milestones

#	Milestone Date	Event	Completion Criteria
1	45 days after contract signature	Face-to-face hand-over and subsequent review of code for Honeywell Uplink Weather Data API.	Reviewed and accepted by Honeywell.
2	100 days after contract signature	Review of Data Fusion document with defined process and algorithms.	Reviewed and accepted by Honeywell.
3	135 days after contract signature	Review of document with description of graphical representation of outcomes, including examples.	Reviewed and accepted by Honeywell.
4	152 days after contract signature	Final review of the technical report with project deliverables and transfer of all deliverables in form of technical reports to Honeywell.	Reviewed and accepted by Honeywell.

If on the delivery due date Services and Deliverables provided under SOW are not delivered or not delivered as expected, Honeywell will review and decide whether to (a) allow additional time for proper delivery to take place or allow more time to complete Services, (b) accept the Services or (c) reject and pay for relevant proportion of the Services only.

Schedule 2 –Responsibilities

In addition to the responsibilities and deliverables outlined in the SOW Supplier's responsibilities for Services and Deliverables include but are not limited to the following:

Supplier's Responsibilities

#	Responsibility
1	Deliver on time
2.	Ensure the Services are provided by qualified personnel only
3.	Make best endeavors to achieve the purpose of this SOW
4.	Services shall be fit for intended purpose
5.	Compliance with all laws

Honeywell Responsibilities

In addition to the responsibilities outlined in the SOW, Honeywell's responsibilities include but are not limited to the following:

#	Responsibility	Due Date or Deadline
1	Provide information on input data	7 days after contract signature

#	Responsibility	Due Date or Deadline
2	Organize and hold bi-weekly project synchronization meetings between FIT BUT and Honeywell	7 days after contract signature

Schedule 3 – Key Personnel

Supplier Personnel: List Key Supplier Personnel only if they are critical.

Note: Supplier is responsible for providing the deliverables and assigning adequate personnel to do so. Supplier is responsible for the day-to-day management of their personnel.

Name	Title
doc. Ing. Peter Chudý, Ph.D., MBA	Associate professor

Schedule 4 – Approved Subcontractors

Approved Subcontractors:

Approved Subcontractor Name	Describe Subcontracted Services	Limitations Regarding Subcontracted Services
None		

Schedule 5 –Service Location(s)

Supplier Service Location(s):
Faculty of Information Technology, Brno University of Technology – Department of Computer Graphics and Multimedia; Božetěchova 1/2, 612 66 Brno, Czech Republic

Honeywell Service Location(s):
Honeywell International s.r.o., PO Box 19, Tuřanka 100, 627 00 Brno, Czech Republic

Schedule 6 – Required Reports

Required Reports:
See Section “Schedule 1”

Schedule 7 – Required Meetings

Required Meetings:
See Section “Schedule 1”

Schedule 8 – Required Software, Hardware, Equipment, and Facilities

List items required to be supplied by Honeywell and Supplier to complete the services:

Supplier Required Software, Hardware and Equipment
None

Honeywell Required Software, Hardware and Equipment
See Section “Schedule 1”

Schedule 9 – Fees and Expenses

I. For Fixed Fee Engagement:

Specify the Suppliers fee for the Services and Deliverables provided under this SOW

	Deliverable or Milestone	Amount
1	Source code for Honeywell Uplink Weather Data API, including hand-over meeting.	50.000.- CZK
2	Process and algorithms definition for data fusion from observation and forecast weather data	250.000,- CZK
3	Analysis and definition of intuitive representation of outcomes in graphical environment	100.000,- CZK
	Total Fees	400.000,- CZK without VAT

Invoicing. Payment to the BUT Brno (the Supplier) will be due 120 days following Honeywell’s receipt of an invoice.

II. Professional Services Fees:

The following fee schedule sets forth the maximum fees to be used when calculating project fees for Services under this SOW that are billed on a time and materials basis.

Task/Project	Fee Amounts
None	
<i>Total Fees</i>	

III. Software License, Hardware and Equipment Fees:

Description:	Fee Amount:
None	
<i>Total Fees</i>	

IV. Miscellaneous.

None

Schedule 10 – Performance Guarantees and Credits

#	SERVICES	MILESTONE	% REDUCTION FOR FAILURE TO MEET MILESTONE
1	Same as Section “Schedule 1” - Milestones	1-4	Fees invoiced in respect of each milestone will be not paid until deliverables relevant to that milestone have been achieved and accepted by Honeywell.
2			
3			
4			
5			
6			
7			
8			
9			
10			

Schedule 11 – List of Change Orders

Change Order Number	Change Order Date	Change Order Author	Change Order Description