

TAT / OEU / 13 / 2018

Agreement regarding Opscom for Aerodromes

Agreement regarding access and use of Opscom for Aerodromes Opscom

Systems as, reg. no. 98S745064, Bodø Airport, 8004 Bodø, Norway
(herein referred to as "**Opscom Systems**")

Letisko Poprad-Tatry, a.s., VAT: SK2021915621, Na letisko 100, 058 98 Poprad, Slovak Republic
(herein referred to as "**the Customer** ")

(collectively be referred to as the "**Parties**" and any one of them, a "**Party**" as the context dictates.) For The Customer: 23.01.2018 For Opscom Systems AS: 09.01.2018

Ivana Herkel'ova
Managing Director and
Chairman of Board of Directors

Roar Skogstad
Director Sales & Marketing

PhDr. Marian Sojak, PhD. Member of Board
of Directors

This agreement has been executed in 2 copies, one to each Party.

The agreement period starts at 23-01.2018

Cost of the services, duration and renewal:
Solutions and functions included in the start up:

Appendix 1
Appendix 2

All written inquiries concerning this agreement shall be addressed as follows:

To The Customer:

Letisko Poprad-Tatry, a.s.,
Na letisko 100, 058 98 Poprad,
Slovak Republic

To Opscom Systems

Bodø Airport, Teimina! Building, 8004 Bodø, Norway,

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Contact persons (name, phone, e-mail)

For The Customer:

Ivan Hecko (SMS Manager)

For Opscom Systems:

Jan Arntzen (Quality/support)

Office telephone:

0 DEFINITIONS

In this Agreement the following terms shall, when spelled with initial capital letter, be interpreted as follows:

- The term "System" means the Opscom System as described in Appendix 2.
- The term "Agreement" means the entire agreement between the parties including General Terms and the Appendices.
- The term "General Terms" means the terms of this Agreement document, exclusive of the Appendices.
- The term "Clause" means, if no reference is made to a specific Appendix or other document, a section of the General Terms.
- The term "Appendix" means an appendix to this Agreement.
- The term "Working Day" means Monday through Friday, except Norwegian holidays and Norwegian official celebration days such as 1 and 17 May, Christmas Eve and New Year's Eve are not working days.
- The term "Working Hours" means the hours between 8.00 and 16.00 Norwegian local time, on Working Days. For customers outside Europe, there is an extended service line from 06.00 until 20.00 Norwegian local time.

1 RECITALS

This Agreement governs access and use of the Opscom System as (herein after referred to as "the System"). The System is described in Appendix 2

If the System has been subject to a test period, the Customer has tested the System and evaluated if the System fulfilled their requirements. The test period was agreed by the Parties, with an acceptance of the System by the Customer.

2 RIGHT TO ACCESS AND USE THE SYSTEM

The Customer is granted a limited right (license) to use the System with the functionality specified in Appendix 2.

The Customer has the right to use the System for its intended use for running their aviation operation. The Customer may authorize personnel to use the system up to an unlimited number of users and to the extent which is deemed necessary in order to carry out the operations.

The Customer may authorize a third party to use the System if that third party has entered into an Agreement with the Customer to carry out operations and these operations require use of the System. The System is solely the property of Opscom Systems. The Customer's license does not in any way affect Opscom Systems's ownership of the System, the User Documentation or the copyright to any of the before mentioned.

The Customer's right to use the System is limited to the scope of his own operation. The Customer may not use any part of the System to develop own systems or applications.

3 SERVICE LEVEL

3.1 FUNCTIONALITY OF THE SYSTEM

The functionality of the System is described in Appendix 2

Opscom Systems have the right to develop and/or modify the System in order to enhance the functionality of the System.

3.2 AVAILABILITY

Opscom Systems shall see to that the System is accessible in accordance with the provisions set out in the SLA

3.3 TELEPHONE SUPPORT

In the event that the Customer needs guidance with respect to possible or assumed errors, Opscom Systems shall provide competent personnel at the Customer's disposal by telephone within the timeframes set out in the SLA

3.4 TRAINING/USER SUPPORT

Upon the Customer's request, Opscom Systems shall provide training and user support to the Customer to an extent agreed upon in writing.

3.5 ERROR CORRECTIONS

Opscom Systems shall rectify any known errors and bugs as defined in the SLA

3.6 APPLICATION SECURITY

Opscom Systems provides a full range of hosting and back up services, in cooperation with Multi Host as. Opscom Systems is the owner of the servers, but Multi Host as provides safe placement (fireproof building, extra power supply, restricted access of personnel and 24/7 streaming of customer data). These data recordings are replaced every 24 hours and stored for 30 days.

4 PRICES AND TERMS OF PAYMENT

4.1 PRICES

Prices are specified in Appendix 1. Invoicing shall be made 4 times a year in advance. Payment shall be made within 30 days from receipt of correct invoice.

Other details regarding payment are stipulated in Appendix 1.

5 COOPERATION ISSUES AND OBLIGATIONS

5.1 MEETINGS

Each Party may, whenever he deems it necessary, summon the other Party to meet, or to have telephone conferences to discuss the contractual relationship and the fulfilment of the Agreement.

Unless otherwise is agreed upon, the Party demanding the meeting shall cover the other Party's reasonable travel expenses. Mode of travel and accommodation shall be chosen in accordance with economy class whenever possible.

5.2 AMENDMENTS AND ADDENDUM AFTER THE CONCLUSION OF THE AGREEMENT

Amendments to the Agreement shall be in writing and signed by persons who are authorized to legally bind each party. With changes in the appendixes, Opscom will provide a current appendix.

5.3 CO-OPERATION WITH THIRDPARTIES

Opscom Systems undertakes to co-operate with third parties to the extent that the Customer deems it necessary in order to carry out activities which are related to this Agreement. Opscom Systems's co-operation with third parties shall be on an impartial basis and in consultation with the Customer.

5.4 CO-OPERATION REGARDING SALES AND MARKETING OF THE SYSTEM

Opscom Systems may use the Customer as a reference operator. This has to be in accordance with the management of the Customer and all actions taken with reference to the Customer shall be approved by the Customer's contact person. This co-operation agreement is for duration of 3 years from contract signing and is renewed with the basic contract.

6 CONFIDENTIALITY

" Proprietary Information" in this Agreement meaning all the Customer's and Opscom System's information, clearly marked or otherwise designated as confidential, other than information which is in the public domain or which by its nature is not confidential.

Each Party shall protect Proprietary Information received from the other party with the same degree of care that it exercises with respect to its own Proprietary Information, and shall disclose such Proprietary Information only to those of its employees and/or partners and subcontractors who have a "need to know" in connection with the use of the System.

The receiving party undertakes to keep Proprietary Information confidential and not to disclose such in whole or in part to a third party without written permission from the disclosing party. In the event of permission being granted disclosure shall only be made to a third party which issues a written acceptance of the terms concerning Proprietary Information as established in this Agreement.

If required each Party shall appoint in writing one or more persons within its organization as being authorized to receive Proprietary Information as a result of this Agreement.

Upon the request of, and as requested by, the disclosing party, the receiving party shall return or destroy, and certify in writing the return and/or destruction of, all originals, copies, reproductions, and summaries of Proprietary Information of the disclosing party, and other media in whatever form or format containing such Proprietary Information, within ten business days of such request.

Proprietary Information shall remain the property of the originating party. No right or license under any patents or Proprietary Information of either party are granted under this Agreement, except as expressly provided herein.

The obligations contained in this Clause 6 shall survive termination of the Agreement with respect to Proprietary Information received prior to termination.

7 INFRINGEMENT CLAIMS

Opscom Systems warrants that the use of the System and related documentation does not infringe the intellectual property rights of any third party.

Opscom Systems undertakes, at its own expense, to defend the Customer where claims are made against the Customer based on infringements of such third party's rights.

The Customer hereby authorizes Opscom Systems to defend the Customer in the above-stated cases, before courts of law or otherwise. Opscom Systems undertakes to indemnify and hold the Customer harmless (including reimbursements for reasonable legal fees), provided that the Customer has not caused the infringement. The Customer shall as soon as reasonably possible notify Opscom Systems in writing of any such claims brought by any third party, and shall provide Opscom Systems with a full account of the matter.

8 SUSPENSION OF THE PARTIES' RIGHTS AND OBLIGATIONS

Should an extraordinary situation arise outside the control of the Parties making it impossible to fulfil the obligations under this contract, and which under Norwegian law qualifies as force majeure according to the general rules of sales of goods, the other Party shall be notified of this as soon as possible. The obligations of the Party affected are suspended for the duration of the extraordinary situation. The corresponding obligations of the other Party are suspended for the same period of time.

In the event of force majeure the other party may only withdraw from the Agreement with the affected party's consent or, if the situation endures or is presumed to endure for longer than 60 (sixty) days calculated from the date the situation arises, the Customer is entitled, upon 15 (fifteen) days notice, to terminate the Agreement.

The Parties are in the event of force -majeure situations, mutually obliged to as soon as possible to inform each other of any circumstances which may be of relevance to the other Party.

9 BREACH OF CONTRACT BY OPSCOM SYSTEMS AS

9.1 WHAT IS TO BE DEEMED AS BREACH OF CONTRACT

Opscom Systems is in breach of contract in the event that the System does not function as intended or if Opscom Systems otherwise does not fulfil its obligations in accordance with this Agreement.

9.2 OPSCOM SYSTEMS DUTY TO REMEDY BREACH OF CONTRACT

Work to remedy breach of contract shall commence and be fulfilled as soon as possible upon Opscom Systems receipt of notification of the problem, ref. SLA

9.3 OPSCOM SYSTEMS DUTY TO NOTIFY

In the event that maintenance or service cannot be performed as agreed upon, Opscom Systems shall as soon as possible in writing notify the Customer in this respect. The notification shall inform about the reason for the delay and if possible state when performance can be expected. The same also applies for any further delays.

9.4 REMEDIES DUE TO OPSCOM SYSTEMS BREACH OF CONTRACT

9.4.1 Termination for cause

In the event that a breach of contract substantially affects the Customer and cannot be remedied without substantial costs or inconvenience to the Customer, the Customer is, subsequent to having notified Opscom Systems in writing and having given a reasonable deadline to remedy the breach, entitled to terminate the Agreement with immediate effect.


9.4.2 Compensation for damages

Opscom System liability shall be limited to one hundred per cent (100%) of the total amount of all charges paid by the Customer during the twelve month period immediately preceding the date of the event giving rise to the claim (or if such event occurs in the first twelve months of the Agreement term, one hundred per cent (100%) of the charges under this Agreement estimated to be paid in the first twelve months of the Agreement term). This liability shall under no circumstances include liability for indirect damages. This limitation, however, is not applicable where Opscom Systems has acted with gross negligence or willful misconduct or in cases of infringement.

10 BREACH OF CONTRACT BY THE CUSTOMER

10.1 NON-PAYMENT

In the event that the Customer does not pay within due time, Opscom Systems is entitled to interest on due payments according to current Norwegian law, regulating this issue.



10.2 TERMINATION FOR CAUSE

Opscom Systems may, if due payments and accrued interests are not paid within 30 (thirty) calendar days from the date the payments were due, notify the Customer in writing that the Agreement will be terminated unless the debt is settled within 15 (fifteen) Working Days after the Customer's receipt of the notification.

This Agreement cannot be terminated in the event that due payments and interests are paid within the notified deadline. The Customer's liability for breach of this Agreement shall be limited to one hundred per cent (100%) of the total amount of all charges payable by the Customer during the twelve month period immediately preceding the date of the event giving rise to the claim (or if such event occurs in the first twelve months of the Agreement term, one hundred per cent (100%) of the charges under this Agreement estimated to be paid in the first twelve months of the Agreement term). This liability shall under no circumstances include liability for indirect damages. This limitation, however, is not applicable where the Customer has acted with gross negligence or willful misconduct.

11 DURATION AND TERMINATION WITHOUT CAUSE

This Agreement is effective for three (3) years from the point of time which is set out on the front page of this Agreement. ("the Agreement Period").

The Customer shall, however, in the Agreement Period have the right to terminate the hosting part of this Agreement in order to host the System on his own IT-infrastructure. The Parties shall if this is the case, amend this Agreement with a regulation of the use of the License for the remainder of Agreement Period. Further the Customer shall have the right to a proportional reduction of the annual hosting/service fee for the remainder of the Agreement Period as specified in Appendix 1. The Customer has to provide sufficient documentation regarding the protection of Opscom Systems's Intellectual Property rights and commercial interests. The one time set up cost involved in setting up Opscom as part of the Customers own IT-infrastructure has to be fully compensated by the Customer.

Notice of termination of the hosting part according to this paragraph must have been received by Opscom Systems no later than 3 months before the annual payment of the hosting fee is due.

Three (3) months before the end of the term of this Agreement, Opscom Systems shall make an offer to the Customer as regards a prolongation of the Agreement Period. If the Customer accepts the offer the parties shall extend the term by a written amendment to this Agreement.

12 MISCELLANEOUS

12.1 TRANSFER OF RIGHTS AND OBLIGATIONS

A Party is entitled to transfer its rights and obligations according to this Agreement to its parent company or to any subsidiary of the parent company.

Any other transfer of rights and obligations according to this Agreement may only be done after written consent from the other Party.



12.2 BANKRUPTCY, COMPOSITION PROCEEDINGS ETC.

A Party may terminate the Agreement with immediate effect in the event that insolvency, composition proceedings or bankruptcy, is opened in connection with the Party, or if the creditors impose other control measures.

If Opscom Systems is unable to provide the hosting-service of the application due to the opening of bankruptcy proceedings, the Customer shall be given access to all the relevant software and databases concerning the Customer for a local setup and hosting of the same service. The Customer's right to use the application in this way is limited to own operations.

12.3 CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of Norway. All claims, controversies or suits arising out of this Agreement shall be to the exclusive jurisdiction of the competent courts of Norway.

12.4 DISPUTES

Disputes between the parties regarding the interpretation or legal effects of this Agreement shall primarily be resolved by negotiations. Each party may file suit with a local courts if a settlement has not been reached within 30 (thirty) Working Days of when the claim for negotiation was filed. Further proceedings shall be in the Courts of Norway.

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Appendix 1 & 2 for Letisko Poprad-Tatry as (LZTT)

Appendix 1, costs and benefits

- Annual costs of Opscom Management system, based on module 1,2,3 and 4 is 2.200 EUR.
One time cost (set up of site etc.) 500 EUR
- Extended solution with module 5,6 and the APP module gives an additional annual cost of 2.500 EUR See offer dated 30.10.2017 for details. No one time cost involved in this package. From January 2019 total annual cost 4.700 EUR

Appendix 2, functionality description

- Occurrence reporting, case management and follow up of reported events (M1)
- Aerodrome operations, inspection and control (M2)
- Hazard ID, risk management and mitigation (M3)
- Document control and publication (M4)

Additional modules from January 2019

- Audit and audit finding management (M5)
- Training records, certificate and competency management (M6)
- App user interface (M9)

For implementation and support, Hypera sro is the stakeholder that will support LZTT.

