

AIRPORT SYSTEMS

AGREEMENT

BETWEEN

Letisko M.R. Štefanika – Airport Bratislava, a.s (BTS)

AND

ARINC

This **Airport Systems Agreement** ("Agreement") is effective as of the _____ day of _____, ("Effective Date") and is made by and between:

1. **Letisko M.R Štefánika – Airport Bratislava, a.s (BTS)** ("CUSTOMER") having its registered seat at Letisko M.R. Štefánika, 823 11 Bratislava 21.Slovak Republic, Company registration No.: 35 884 916, VAT registration No.: SK2021812683, registered at Business register of the District Court Bratislava I, section Sa, Insert No. 3327/B; Statutory Representatives: Jozef Pojedinec, Chairman of the Board, Oto Šinkovic , Member of the Board & Executive Director for Strategy, Infrastructure and Development and
2. **ARINC Incorporated** ("ARINC"), a Delaware Corporation, having its place of business at 2551 Riva Road, Annapolis, Maryland 21401, USA with a branch office at Pegasus One, Pegasus Place, Gatwick Road, Crawley, RH10 9AY, West Sussex, UK.

(each of ARINC and CUSTOMER are also sometimes hereinafter referred to as "Party" and together, collectively, as the "Parties").

RECITALS

WHEREAS, ARINC is a leading supplier of airport information technology products and services; and CUSTOMER is the operator of the Airport

WHEREAS, CUSTOMER desire to engage ARINC to provide it Airport System consisting of software, and services as described herein at the Airport; and

WHEREAS, the Parties agree that ARINC will software, and services for CUSTOMER at the Airports as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Acceptance

Shall mean meeting the acceptance testing criteria and requirements as set forth in Section 13 below. "Acceptance" of the Airport Systems shall have occurred when CUSTOMER signs the Site Acceptance Test Certificate for the Airport or when it is deemed to be accepted in accordance with Section 13 below. Acceptance of the Airport Systems by CUSTOMER does not waive any warranty rights provided in this Agreement for the Airport Systems.

Agreement

This document, plus any amendments or modifications hereto, and all accompanying Appendices, Attachments and/or Exhibits incorporated herein by reference.

ARINC

ARINC Incorporated with its principle office located at 2551 Riva Road, Annapolis, Maryland 21401 USA.

Airport

Means the airport site specified in **Appendix A** where the Airport Systems shall be installed and licensed by ARINC for use by

CUSTOMER and its authorized ground handling agents and airlines; provided, however that such agents and airlines shall only use the Airport Systems for operations at the Airport, and only when transacting with CUSTOMER through the CUSTOMER integrated infrastructure to which the Airport Systems is connected.

Airport Systems	Shall mean the Airport Systems set out in Appendix D hereof.
Business Day	Any day, other than a Saturday, Sunday, or legal holiday for commercial banks under the laws where the Airport is located.
Contract Price	Means the total price payable by CUSTOMER to ARINC, as detailed in Appendix E for the performance of this Agreement.
Customer	Shall mean the party identified as such in the first paragraph herein.
Equipment	Means the data processing and telecommunications equipment installed at the Airport and used by CUSTOMER, its authorized ground handling agents and airlines. Such equipment is, and shall remain, the sole and exclusive property of ARINC until transferred to CUSTOMER in accordance with the provision of Section 14.3. It is hereby specifically acknowledged and agreed that the term "Equipment" shall not be deemed to include CUSTOMER provided modems, gateways or other dedicated non-ARINC-owned equipment.
Governmental Authority	Any federal, state, county, municipal, regional or other governmental authority, agency, board, body, instrumentality or court, in each case, whether domestic or foreign.
Licensed Software	ARINC proprietary software applications licensed hereunder in Appendix B by ARINC to CUSTOMER for use at the Airport(s).
Statement Of Work or SOW	Shall mean the Statement of Work is set out in Appendix A.
MUSE/iMUSE	An acronym for "Multi-User System Environment" which is ARINC's proprietary software used in the implementation of the CUPPS concept defined in IATA RP 1797.
Work	The tasks to be performed in delivering the services described herein and in installing and commission the Airport Systems at the Airport according to the Statement of Work.

2. Approval and Budget

- 2.1 CUSTOMER hereby affirmatively represents that all aspects of this Agreement, including the budget to purchase the Airport Systems, have been authorized and properly approved by its governing body.
- 2.2 ARINC hereby affirmatively represents that all aspects of this Agreement have been authorized and properly approved by its governing body.
- 2.3 CUSTOMER Represents and Warrants that:
 - 2.3.1 It possesses the necessary experience and qualifications to properly use the Airport System in the manner indicated by its function and in accordance with all legal requirements, and that the Airport System will not be modified or used in any way

inconsistent with its designated purpose;

2.3.2 It shall be responsible for those items designated as CUSTOMER's responsibility in Appendix A.

2.3.3 The execution, delivery and performance of this Agreement and compliance with the terms hereof:

2.3.3.1 have been duly authorized by all necessary company action on the part of CUSTOMER;

2.3.3.2 do not require the approval of any member, trustee or holder of any obligations of CUSTOMER except such as have been duly obtained;

2.3.3.3 do not and will not contravene any law, governmental rule, regulation or order now binding on CUSTOMER, or the charter or operating agreement of CUSTOMER, or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of CUSTOMER under, any indenture, mortgage, contract or other agreement to which CUSTOMER is a party or by which it or its property is bound; and

2.3.3.4 The Equipment may be moved from an Airport by CUSTOMER or any third party (as authorized by CUSTOMER) provided CUSTOMER; (i) sends ARINC ten (10) days prior written notice of such move detailing the location of the new site, and (ii) executes such documents, as reasonably requested by ARINC, to preserve ARINC's priority and security interest in the Airport System. Any such new site shall become an Airport for purposes of this Agreement.

3. Term of the Agreement

This Agreement has been concluded on the date of the last signature below and its legal effects shall become effective in line with the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic ("Effective Date")

This Agreement is concluded for a fixed period and lasts until 31st December 2019..

4. Scope of Work

4.1 ARINC agrees to perform the work, including hardware procurement, delivery and installation, and software licensing necessary to place the Airport Systems in operation at the Airport as set forth in the Statement of Work in Appendix A.

4.2 CUSTOMER shall be responsible for those items designated as CUSTOMER's responsibility in Appendix A. CUSTOMER's use of the Licensed Software shall be governed by the Software License Agreement set forth in Appendix B.

5. Compensation

5.1 CUSTOMER shall pay ARINC the amounts listed and detailed, for use of the Airport Systems at the Airport(s), at designated intervals and over a period of time as defined in Appendix E.

5.2 CUSTOMER shall pay to ARINC the Contract Price, as detailed in Appendix E, as follows:

5.2.1 Timeliness of CUSTOMER's payments (and its other performance under this Agreement) is of the essence. Unless otherwise provided in the Appendices, CUSTOMER shall make payments of the Contract Price to ARINC in Euros (EUR).

5.2.2 Unless otherwise expressly stated herein, all payment shall be due upon receipt of the applicable invoice. Invoices or portions thereof not paid within thirty (30) days after the due date shall be subject to a finance charge calculated at nine percent (9%) per annum applied daily on the amount in arrears. Such finance charge shall be paid on demand by CUSTOMER to ARINC. Invoices will be issued by company Rockwell Collins, Inc, which is parent company of ARINC.

Whereas ARINC provided services according to this Agreement to the CUSTOMER already therebefore the Effective Date of this Agreement, the Parties agreed that CUSTOMER shall pay contract price for services provided by ARINC to CUSTOMER from the day 01.12.2017 until to the Effective Date of this Agreement according to the provisions agreed by this Agreement. Invoice for services provided by ARINC therebefore the Effective Date of the Agreement from the day 01.12.2017 until to the Effective Date of this Agreement will be issued together with the first invoice issued whereupon this Agreement.

The Parties declares that by the payment of the invoice issued for services provided by ARINC to CUSTOMER from the day 01.12.2017 until to the Effective Date of this Agreement are all the claims of the Parties connected with provided services from the day 01.12.2017 to the Effective Date of the Agreement in their entirety settled, except the warranty of ARINC for provided services.

6. Changes

CUSTOMER and its employees and officers are not authorized to request ARINC, and ARINC and its personnel shall not accept any such request to perform services or to provide materials, equipment and services that are beyond the scope of this Agreement unless the same is mutually agreed upon, documented in writing, and executed by the Parties.

7. Method of Payment

7.1 Invoices furnished by ARINC under this Agreement will be sent to CUSTOMER and for convenience will reference the Agreement, amount due, and remittance address.

7.2 Payment shall be made by interbank wire transfer to the following remittance address:

EUROS payment to:



8. Taxes

CUSTOMER shall be responsible for the payment of all Slovakian applicable taxes, withholdings, levies, and duties with respect to the goods and services provided by ARINC to CUSTOMER under this Agreement, except for taxes based on the net income of ARINC which shall be the responsibility of ARINC. CUSTOMER agrees that should ARINC be required to pay any such withholdings, levies, duties or taxes, or should any such withholdings, levies, duties or taxes be withheld from ARINC, the Contract Price will be increased to yield to ARINC an amount equal to the sum it would have received had no withholding been made.

9. Other Assistance

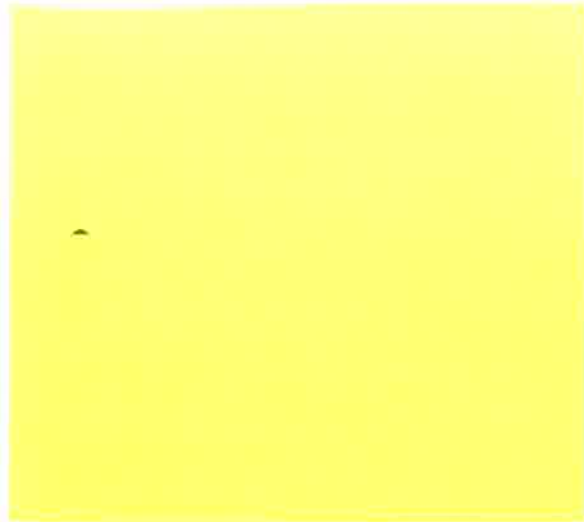
CUSTOMER shall provide reasonable assistance for the obtainment of any work permits, identification badges, security clearances, or other access assistance necessary for ARINC employees, agents, or subcontractors to perform the Work under this Agreement.

10. Authorized Representatives

The Parties will designate and maintain Project Managers who will be the point of contact for the work to be performed under this Agreement. Project Managers will be responsible for addressing

issues relating to the performance of the obligations established under this Agreement and will have the necessary authority to act on any and all matters arising under this Agreement. The designated individuals of each Party may be replaced at any time, with a written notice to the other Party. Presently, the following named individuals shall act as the representatives of ARINC and CUSTOMER:

For ARINC:



For CUSTOMER:

11. Delivery of Equipment

11.1 It is agreed ARINC will not deliver any equipment as part of this Agreement and shall only provide iMuse subject to Appendix A of this Agreement.

12. Installation of Airport Systems

ARINC shall perform the installation work defined in Appendix A. CUSTOMER will secure or facilitate the acquisition of the necessary authorizations to allow ARINC or its subcontractors to install the Airport Systems at the Airport, including access to the Airport after normal business hours. CUSTOMER is responsible for moving Airport Systems from the secured storage area at the Airport to the proper location for the installation of the Airport Systems. During installation, CUSTOMER and ARINC will cooperate with each other in good faith to ensure a timely and error free installation process.

13. Risk of Loss and Title to the Airport Systems

13.1 Unless otherwise provided in Appendix A and where applicable, upon delivery of the Airport Systems to the designated Port of Entry, CUSTOMER assumes the risk of loss of; theft of; damage to; or destruction of any unit of Airport System from any cause whatsoever. CUSTOMER agrees that ARINC shall not incur any liability to CUSTOMER for any loss of business, loss of profits, expenses, and any other Claims (as hereinafter defined) resulting to CUSTOMER, by reason of any failure of or delay in delivery or any delay caused by any non-performance, defective performance, or breakdown of the Airport System, nor shall ARINC at any time be responsible for personal injury or the loss or destruction of any other property resulting from use of the Airport Systems.

13.2 In the event of loss or damage to any item of Airport Systems, CUSTOMER shall, at its sole cost and expense, promptly restore such item of the Airport System to the condition required by this Agreement. If any Airport System is lost or damaged (where the estimated repair costs would exceed the greater of ten percent (10%) of the original Airport System cost or Ten Thousand US Dollars (\$10,000) in the aggregate, or is otherwise involved in an accident causing personal injury

or property damage, CUSTOMER will promptly and fully report the event to ARINC in writing.

13.3 Except where Customer elects to pay the purchase price in instalments, title to the Airport Systems (but not communications equipment detailed in Appendix A and/or D), for any Airport shall pass from ARINC to CUSTOMER provided that all payments set forth in Appendix E have been made, and all other provisions of this Agreement have been satisfied. ARINC shall issue CUSTOMER a bill of sale transferring and assigning to CUSTOMER, without recourse or warranty, all of ARINC's right, title and interest in and to the applicable Airport System.

14. Insurance

14.1 CUSTOMER shall obtain and maintain all-risk insurance coverage with respect to the Airport System, insuring against, among other things: any casualty to the Airport System (or any portion thereof), including loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the full replacement value of the Airport System. All said insurance shall be in form (including all endorsements required by ARINC) and amount and with companies with a rating of A+ or better by A.M. Best.

14.2 CUSTOMER shall provide ARINC with a copy of CUSTOMER's certificate of insurance and a copy of its related insurance policy designating ARINC as an additional insured.

14.3 All insurance for loss or damage shall provide that losses, if any, shall be payable to ARINC as sole loss payee and CUSTOMER shall utilize its best efforts to have all checks relating to any such losses delivered promptly to ARINC.

14.4 ARINC shall be named as an additional insured with a loss payable clause in favor of ARINC, as its interest may appear, irrespective of any breach of warranty or other act or omission of CUSTOMER, with respect to all such liability insurance. No insurance shall be subject to any coinsurance clause.

14.5 CUSTOMER shall pay the premiums therefore and deliver to ARINC evidence, satisfactory to ARINC, of such adequate insurance coverage. CUSTOMER shall cause to be provided to ARINC, not less than thirty (30) days prior to the scheduled expiration or lapse of such insurance coverage, evidence satisfactory to ARINC of renewal or replacement coverage.

14.6 CUSTOMER hereby appoints ARINC, as CUSTOMER's attorney-in-fact to make proof of loss and claim for insurance, and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with insurance payments. ARINC shall not act as CUSTOMER's attorney-in-fact unless CUSTOMER is in default. CUSTOMER shall pay any reasonable expenses of ARINC in adjusting or collecting insurance.

14.7 CUSTOMER will not make adjustments with insurers except with respect to claims for damage to any unit of Equipment where the repair costs are less than the lesser of ten percent (10%) of the original Equipment cost or Ten Thousand US Dollars (\$10,000). ARINC may, at its option, apply proceeds of insurance, in whole or in part, to (i) repair or replace Airport System or any portion thereof, or (ii) satisfy any obligation of CUSTOMER to ARINC under this Agreement.

15. Independent Contractor

ARINC shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which ARINC performs the work required of ARINC by the terms of this Agreement. ARINC shall be liable for the acts and omissions of its employees and agents. Nothing contained herein shall be construed as creating an employment or agency relationship between CUSTOMER and ARINC.

16. Infringement

16.1 ARINC shall hold CUSTOMER harmless from liability resulting from infringement of any United States patent or copyright on the Licensed Software. CUSTOMER shall notify and

cooperate with ARINC as soon as reasonably practical of any and all threats, claims, and proceedings related thereto and CUSTOMER shall give ARINC the opportunity to assume full control over the defense of any such threat, claim, or proceeding and all negotiations for a settlement or compromise thereof.

16.2 The foregoing obligation of ARINC does not apply with respect to the Licensed Software or any part thereof: (a) which is modified by CUSTOMER or third parties on behalf of CUSTOMER and the alleged infringement relates to such modifications; (b) which is combined by CUSTOMER or third parties on behalf of CUSTOMER with other products outside of the Airport Systems where the alleged infringement relates to such combination; (c) to the extent that CUSTOMER continues allegedly infringing activity after being notified or after being informed of modifications that would avoid the alleged infringement.

16.3 In the event CUSTOMER is enjoined from using the Licensed Software or that ARINC has a reasonable belief that the use could be permanently enjoined, ARINC shall, at its expense either:

16.3.1. Obtain for CUSTOMER the right to continue using the Licensed Software;

16.3.2. Replace or modify such Licensed Software so that it does not infringe and provides substantially the same functionality; or

16.3.3. ARINC shall have the right to terminate this Agreement subject to its obligations in damages and to indemnify CUSTOMER as provided in this Agreement.

17. Limitation of Liability

In no case shall ARINC's liability for any damages resulting from the goods or services provided by ARINC exceed the monies actually paid to ARINC, less reasonable depreciation, by CUSTOMER under this Agreement. IN NO EVENT SHALL ARINC BE LIABLE FOR LOSS OF PROFITS, REVENUE, USE, DATA OR ANY OTHER INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT ARINC OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The provisions of this Agreement allocate the risks under this Agreement between CUSTOMER and ARINC. The Contract Price provided for in this Agreement reflects this allocation of risks and the limitation of liability specified herein.

18. Force Majeure

ARINC shall not be liable for failure to provide or maintain the Airport Systems in accordance with the terms of this Agreement nor shall the CUSTOMER be liable for delay in performance of its obligations (except for its obligation to pay according to the terms set forth herein) when such failures and delays are due to causes beyond the reasonable control of the Party so affected, such as but not limited to acts of God, acts of civil or military authorities, fires, strikes, floods, power failures, epidemics, quarantine, war, riot, acts of terrorism, delays by common carriers, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. Upon the occurrence of any such event, the Party under obligation to perform shall perform as soon as such cause is removed.

19. Warranty

19.1 ARINC represents and warrants that for a period of two (2) years from system installation:

19.1.1. the Airport Systems will substantially conform to the SOW set forth in Appendix A for the term of this Agreement;

19.1.2. the efforts undertaken by ARINC for this effort shall be completed in a workmanlike manner and with reasonable care and skill; and

19.1.3. After the warranty period, CUSTOMER use of the Licensed Software shall be in an "AS IS" basis.

19.2 The warranty provided in this Agreement is in lieu of all other warranties, either express or implied, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. Bankruptcy

Either Party may immediately terminate this Agreement pursuant to Section 21 in the event the other Party ceases conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under applicable Bankruptcy Codes or any other statute relating to insolvency or the protection of rights of creditors.

21. Termination For Cause

21.1 ARINC Default: In the event ARINC materially breaches any of its obligations under this Agreement, CUSTOMER may terminate this Agreement. The termination process shall start upon receipt by ARINC of CUSTOMER's written notice of its intent to terminate for default. Said notice shall contain a detailed statement of the basis for the termination claim and provide ARINC thirty (30) days to cure or provide a plan to cure approved by CUSTOMER which approval may not be unreasonably withheld. If ARINC fails to cure or provide a plan, CUSTOMER shall provide written notice of the same to ARINC. Termination shall become effective fourteen (14) days after receipt of the second written notification. In the event of such termination, ARINC shall be paid for all costs incurred plus a reasonable profit up to the date of termination. Upon CUSTOMER's claim of ARINC's default of this Agreement, CUSTOMER may pursue such remedies available to it in law or equity within the Arbitration forum of Article 24 of this Agreement.

21.2 CUSTOMER Default: ARINC may terminate this Agreement upon CUSTOMER's material breach of any of its obligations hereunder, ARINC shall provide CUSTOMER written notice of its intent to terminate setting forth in detail the reason for the same.

21.2.1 Other than default for nonpayment of amounts due and owing to ARINC, CUSTOMER shall have thirty (30) days from the receipt of the above notice to cure, as provided by Section 21.2.3.

21.2.2 If the default is due to a material breach resulting from nonpayment of amounts due and owing to ARINC (as defined under Section 21.2.4.3), CUSTOMER shall not be entitled to the cure periods provided by this Section 21.2.3, below.

21.2.3 If CUSTOMER fails to cure, ARINC shall provide CUSTOMER with written notice of termination for default. Said notice shall contain a detailed statement of the basis for the termination claim and provide CUSTOMER thirty (30) days to cure or provide a plan to cure approved by ARINC which approval may not be unreasonably withheld. If CUSTOMER fails to cure or provide a plan, ARINC shall provide written notice of the same to CUSTOMER. Termination shall become effective fourteen (14) days after receipt of the second written notification. Upon receipt of the above notice, this Agreement and all Licenses immediately shall be terminated and ARINC may recover from CUSTOMER all amounts then due and owing, cost incurred plus a reasonable profit amount of 25% of such amounts due ARINC, plus ARINC may pursue other remedies set forth in this Agreement or seek other remedies available in law or equity within the Arbitration forum of Article 24 of this Agreement.

21.2.4 Examples of material breach triggering payment acceleration hereunder include, but are not limited to:

21.2.4.1 if CUSTOMER or its successors or assigns should become Bankrupt and such proceeding is not dismissed with sixty (60) days;

21.2.4.2 if CUSTOMER or any of its employees, agents, representatives, successors or assigns shall materially breach the License Agreement attached hereto as Exhibit B and fail to cure such breach within the time limits specified for cure in this Section 21.2; or

21.2.4.3 if CUSTOMER or its successors or assigns fails to make payment to ARINC as specified in this Agreement.

21.3 In the event that there is a material breach by CUSTOMER under this Section 21.2 which may trigger payment acceleration, then the senior management of ARINC and CUSTOMER shall

promptly engage in an effort to seek mutual resolution of the breach event, such engagement to be made before a demand for such accelerated payment is made by ARINC; provided, however, that such involvement and delay of demand for accelerated payment shall not in any manner whatsoever waive any rights or remedies that ARINC may have under this Agreement, including such right of acceleration.

21.4 Injunctive Relief: Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that any CUSTOMER breach of nonmonetary obligations, including, without limitation, obligations with respect to the confidentiality of ARINC's proprietary information and obligations relating to the CUSTOMER's unauthorized use of the Licensed Software, shall be deemed a material breach going to the essence of this Agreement which will cause irreparable damage to ARINC, the monetary loss therefor not being readily ascertainable; and ARINC and CUSTOMER hereby acknowledge and agree that ARINC shall be entitled, without the need to show irreparable harm, to obtain injunctive relief against CUSTOMER and CUSTOMER's agents, representatives and employees, in the event of any such breach by CUSTOMER.

21.5 Additional Remedies: The rights and remedies herein specified above shall be in addition to any and all other rights of and remedies available to either Party at law or in equity.

22. Effect of Termination

22.1 From and after any termination of this Agreement:

22.1.1 For terminations attributable to CUSTOMER, CUSTOMER shall return all Equipment at its facilities or otherwise under its control, to ARINC, in accordance with the terms hereof;

22.1.1.1 If required, the units of Equipment shall be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is reasonably satisfactory to ARINC. CUSTOMER shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such operating condition as to be immediately installed into use in a similar environment for which the Equipment was originally intended to be used.

22.1.1.2 CUSTOMER shall return the Equipment by delivering it to ARINC in Annapolis, Maryland or such other place within the continental United States as ARINC shall specify.

22.1.1.3 CUSTOMER shall obtain and pay for a policy of transit insurance for the redelivery period in an amount equal to the replacement value of the Equipment. The transit insurance must name ARINC as the loss payee. The CUSTOMER shall pay for all costs to comply with this Section 22

22.1.1.4 In addition to ARINC's other rights and remedies hereunder, if the Equipment is not returned in a timely fashion, or if repairs are necessary to place any items of Equipment in the condition required in this Section 22, CUSTOMER shall continue to pay to ARINC per diem amounts with respect to such items of Equipment, for the period of delay in redelivery, or for the period of time reasonably necessary to accomplish such repairs together with the cost of such repairs, as applicable. ARINC's acceptance of such amounts on account of such delay or repair does not constitute a renewal of the Term of this Agreement or a waiver of ARINC's right to prompt return of the Equipment in proper condition.

22.1.2 Each Party shall return the other Party's Confidential Information (as defined in Section 25) and all copies thereof, other than any Confidential Information with respect to which a Party has ongoing rights after the termination of this Agreement, and shall cease any further use thereof, upon the first to occur of the following events: (i) written request of the Disclosing Party; (ii) termination of this Agreement; or (iii) completion of the

purpose for which the Confidential Information was disclosed. In lieu of the foregoing, a Party, upon receipt of written Consent from the other Party, may destroy all copies of the other Party's Confidential Information and certify to the other Party that it has done so, which Certificate of Destruction shall be signed by an authorized representative of such Party;

22.1.3 CUSTOMER shall, in a commercially reasonable manner, provide to ARINC all necessary information and assistance to (i) allow the Services to be discontinued, and (ii) facilitate the orderly transition of Equipment to ARINC or its designee ("Termination Assistance");

22.1.4 All provisions of this Agreement shall remain in full force and effect and shall survive the termination of this Agreement for any reason and any and all other provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement, will survive the termination of this Agreement and remain binding upon and for the benefit of the Parties.

22.2 Rights of termination are without prejudice to any remedies available to the Parties under this Agreement for breach, at law or in equity.

23. This Agreement shall at all times be subject to the export control laws and regulations of the U.S. Government. If performance of this Agreement or delivery hereunder is to take place outside the United States, this Agreement shall be subject to ARINC obtaining a U.S. export license for the products, services, and technical data provided, if required. In the event that ARINC cannot provide the products, services, or technical data due to lack of an export license, ARINC may terminate this Agreement by providing written notice to the Customer. Customer agrees that it shall not make any disposition by way of trans-shipment, re-export, diversion or otherwise of any goods, services, or technical data provided hereunder.

24. Arbitration

24.1 All disputes, controversies, or differences which may arise between ARINC and CUSTOMER in relation to or in connection with this Agreement or for the breach thereof shall be settled by an arbitration proceeding, hearings, and meetings, of whatever nature, conducted in London, UK, in accordance with the Rules of the International Chamber of Commerce.

24.2 The Arbitration Tribunal shall consist of one arbitrator. The language of the arbitration proceedings shall be in English.

24.3 Notwithstanding any provision of this Section 24, all matters relating to the Licensed Software shall be settled through arbitration as provided in the Software License Agreement set forth in Appendix B.

24.4 The award shall be final and binding upon both Parties.

24.5 Judgment upon the award rendered may be enforced by any court having jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be..

24.6 The arbitors shall divide all costs incurred in conducting the arbitration in the final award in accordance with what they deem just and equitable under the circumstances. The arbitrators shall state their award in Euros. Each Party shall bear the burden of its own counsel fees incurred in connection with arbitration proceedings under this Agreement.

25. Proprietary or Confidential Information

The Parties agree to abide by the provisions of the Nondisclosure Agreement attached hereto as Appendix C for the exchange and handling of confidential or proprietary information. This section shall survive any termination of this Agreement.

26. Language and Notices

26.1 The English language shall be the governing language in the performance of this Agreement. All data, documentation, notices, communications, and all other correspondence furnished in accordance with the terms of this Agreement shall be in the English language.

26.2 Notices under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, facsimile, or courier to the following addresses:

To CUSTOMER:

Letisko M. R. Štefánika – Airport Bratislava, a.s.
(BTS)
Letisko M. R. Štefánika
823 11 Bratislava 21
Slovak Republic

To ARINC:

ARINC Incorporated
ATTN: FAO Contracts

Pegasus One, Pegasus Place, Gatwick Road,
Crawley, RH10 9AY, West Sussex, UK

26.3 Notices will be effective on the first business day following receipt thereof. Notices sent by certified mail or courier will be deemed received on the date of delivery as indicated on the return receipt or delivery notice; notices sent by facsimile will be deemed received on the date indicated on the receipt acknowledgment.

27. Software Licenses

The Software License Agreement set forth in Appendix B sets forth the terms and conditions for use of the Licensed Software.

28. Ownership of Intellectual Property Rights

All intellectual property rights relating to the goods and services provided by ARINC under this Agreement, including but not limited to the Licensed Software, are not to be considered Work Made For Hire. At all times, ARINC or its suppliers shall retain sole and exclusive ownership of any copyrights, patents, trademarks, trade secrets, and all other intellectual property rights associated with the Airport Systems.

29. Assignment

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld. However, CUSTOMER hereby irrevocably consents to the assignment by ARINC of ARINC's right, title, and interest in this Agreement or the Equipment provided hereunder, to any bank, federal savings and loan institution, life insurance company, leasing company, equipment trust, or other financial or funding institution (hereinafter referred to collectively as "Financier") or a subsidiary, parent or affiliate of ARINC at any time and without prior notice to CUSTOMER. In the event that either party is merged into or otherwise consolidated with any other entity and the original party is not the surviving entity, it shall furnish to the other party written notice of such event and an instrument, acceptable to the other party acting reasonably, by which the surviving entity expressly assumes and accepts all of the original

party's obligations hereunder and agrees to be bound by the terms and provisions of this Agreement.

30. Non-Waiver of Rights

The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

31. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms waived, except by written instrument executed and approved in the same manner as this Agreement.

32. Governing Law

Subject to the governing law pertaining to the Licensed Software in the License Agreement at **Appendix B**, the formation, interpretation and performance of this Agreement shall be governed by the laws of England & Wales, without regard to its conflict of laws provisions.

33. Captions

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

34. Entire Agreement

Each Party acknowledges it has read this Agreement and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the Parties, which supersedes all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter of this Agreement. This Agreement cannot be modified or altered except by a written instrument duly executed by authorized executive officers of both Parties.

35. Non-solicitation of Employees

During the term of this Agreement, no organizational unit of either Party working under this Agreement shall directly solicit for hire employees of the other without the other Party's prior written authorization.

36. Appendices

The following appendices are part of this Agreement and shall be deemed to be incorporated herein as if fully rewritten.

1. Appendix A: Statement of Work
2. Appendix B: Software License Agreement
3. Appendix C: Non-Disclosure Agreement
4. Appendix D: Airport Systems (Including List of Equipment and Software)
5. Appendix E: Pricing and Payment Terms

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent to be legally bound.

ARINC Incorporated

By: _____

Name: _____

Title: _____

Date: _____

Letisko M.R. Stefanika – Airport Bratislava, a.s.
(BTS)

By: _____

Name: _____

Title: _____

Date: _____

19 DEC. 2018

ARINC Incorporated

By: _____

Name: _____

Title: _____

Date: _____

Letisko M.R. Stefanika – Airport Bratislava, a.s.
(BTS)

By: _____

Name: _____

Title: _____

Date: _____

19 DEC 2018

APPENDIX A:
STATEMENT OF WORK

ARINC to provide renewal of iMUSE licenses for fifty four (54) workstations and Third Level support.

For all critical issues, CUSTOMER shall contact ARINC's Service Desk using the following details:

- North America = +1 800.633.6882 (select option 1)
- International = Sprint Access Code + 05 +1 800.633.6882 (select option 1)
- o For Sprint Access Codes, refer to <http://www.arinc.com/resources/contact/> and click *Sprint Access Code*.
- Toll Number = 703.637.6360 (If toll free does not work)

APPENDIX B: SOFTWARE LICENSE AGREEMENT

This Software License Agreement dated this _____ day of _____, 20____ is made by and between ARINC Incorporated ("ARINC") with a place of business at 2551 Riva Road, Annapolis, Maryland 21401 USA with a branch office at Pegasus One, Pegasus Place, Gatwick Road, Crawley, RH10 9AY, West Sussex, UK. and Letisko M.R. Stefanika – Airport Bratislava, a.s (BTS) ("CUSTOMER") with offices located at Letisko M.R. Stefanika, 823 11 Bratislava 21. Slovak Republic (each of ARINC and CUSTOMER is also sometimes hereinafter referred to as "Party" and together, collectively, as the "Parties") This Agreement has been concluded on the date of the last signature below and its legal effects shall become effective in line with the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic ("Effective Date").

RECITALS

WHEREAS, CUSTOMER wishes to license from ARINC the right to use and operate the following software applications listed below (the "Licensed Software") for use at the Airports as set forth in the Agreement to which this Software License Agreement is attached:

1. iMuse solutions

WHEREAS, ARINC is willing to grant CUSTOMER the license to use and operate the Licensed Software based on the following terms and conditions set forth below.

NOW THEREFORE, the Parties for good and valuable consideration agree to the following terms and conditions:

1.0 DEFINITIONS

- 1.1 "Agreement" means the Agreement executed between the Parties on the same date hereof.
- 1.2 "Software License Agreement" means this software license agreement.
- 1.3 All capitalised words used in any part of this Software License Agreement shall have the meaning set forth in the Agreement, except as otherwise expressly provided for in this Software License Agreement.

2.0 LICENSED SOFTWARE

- 2.1 During this Software License Agreement, ARINC may develop, configure, enhance, upgrade or otherwise modify the Licensed Software to accommodate CUSTOMER's specific needs and it is understood that such change(s) in the Licensed Software is/are for the express purpose of providing a capability. Also, ARINC will a) upgrade the Licensed Software for airline application when requested by such airlines, b) make Licensed Software system fixes deemed necessary by ARINC and those reported by CUSTOMER, and c) upgrade and enhance the Licensed Software deemed appropriate solely by ARINC. Should upgrade and enhancements of the Licensed Software be requested by CUSTOMER, ARINC shall prepare a written proposal of the additional fees related thereto. Such change(s) shall in no way be considered work for hire and shall in no way confer on CUSTOMER any rights of any nature in the Licensed Software other than as specified herein.
- 2.2 This Software License Agreement shall commence on the Effective Date and shall continue until the

term of this Agreement unless otherwise terminated under the terms of this Software License Agreement.

- 2.3 CUSTOMER understands that the Licensed Software is copyrighted material and agrees not to violate the copyright restrictions.

- 2.4 CUSTOMER agrees not to make any changes or modifications to the Licensed Software, and not to decompile, disassemble, or otherwise reverse engineer the Licensed Software.

3.0 PRICING/PAYMENT

CUSTOMER shall pay to ARINC the License Fee specified in the Agreement.

4.0 LICENSE(S)

- 4.1 Upon Acceptance of the Licensed Software by CUSTOMER, prompt and timely payment by CUSTOMER of the License Fee described above, and compliance with the terms and conditions of this Software License Agreement, ARINC shall grant to CUSTOMER the right to use and operate the Licensed Software pursuant to the terms and conditions of the License set forth below:

- 4.2 LICENSE GRANT: ARINC grants to CUSTOMER a nonexclusive, nontransferable, object code license to use the Licensed Software at the Airports set forth in the Agreement. ARINC and CUSTOMER understand that CUSTOMER's use of the Licensed Software shall mean that CUSTOMER is authorized to allow those airlines and ground handlers set forth below to use the Licensed Software within the Airport only on the same terms and conditions of this License.

Authorized User Airlines and Ground Handlers:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 4.3 LICENSE RESTRICTIONS: Under no circumstances shall CUSTOMER:
- a) make any copies of the Licensed Software other than one (1) for backup or archival purposes;
 - b) remove or otherwise modify any proprietary markings or notices of ARINC or its software vendor contained within or placed upon the Licensed Software or the Licensed Software media or documentation;
 - c) except as provided herein, License, sublicense, sell, assign, transfer or otherwise convey use or location of the Licensed Software without the prior written Consent of ARINC;
 - d) except as provide herein, provide or allow any timesharing arrangements using the Licensed Software outside of Airport;
 - e) make any modifications to or derivative works using the Licensed Software; or,
 - f) disassemble, decompile, reverse engineer or otherwise create or attempt to create or allow others to create or attempt to create source code from the Licensed Software.
 - g) use the Licensed Software on any computer, at any location outside of the Airport.

5.0 LIMITATION OF LIABILITY

In no case shall ARINC's liability for any cause of action under this Agreement exceed the License Fee set forth herein, less depreciation, for the right to use the Licensed Software. In no event shall ARINC be liable for loss of profits, revenue, use, data or any other indirect, special, reliance or consequential damages, whether or not ARINC or its agents have been advised of the possibility of such damages. The provisions of this Agreement allocate the risks under this Agreement between the Customer and ARINC. The fees provided for in this Agreement reflect this allocation of risks and the limitation of liability specified herein.

6.0 TITLE

- 6.1 Notwithstanding Customer's payment for the use of the Licensed Software or any customization thereof, the parties agree that full ownership rights in and to the Licensed Software and any

customized Licensed Software shall not pass to Customer in any fashion whatsoever but shall remain the sole and exclusive property of ARINC.

- 6.2 The Licensed Software is and shall remain the exclusive property of ARINC. ARINC may conspicuously mark the items identified immediately above to designate ARINC Ownership of the same and the Customer shall place no conflicting mark or permit the ARINC mark to be removed.
- 6.3 The parties further agree that nothing contained in this Agreement shall preclude ARINC from using all or any portion of the software or any customized software to develop similar software packages for any other Customer.

7.0 CONFIDENTIALITY

The parties mutually agree that any software and documentation furnished by one to the other to facilitate the installation and deployment of the Licensed Software and any customization thereof as herein described or to otherwise satisfy the terms and conditions of this Agreement and attached Exhibit shall be regarded as proprietary to the furnishing party ("Confidential Information") and shall be held in confidence by the receiving party with the same care and to the same extent the receiving party would hold its own confidential and proprietary information. Access to such Confidential Information shall be given only to those employees of either party with a definable need to know and they shall be required to observe the provisions of nondisclosure set forth above. The parties further agree that the contents of this Agreement are also considered Confidential Information. Both Parties undertake to hold in strict confidence the provisions set forth in this Agreement, unless disclosure is requested by law, pursuant to an administrative or judicial order or within the framework of a legal proceeding.

8.0 DEFAULT/TERMINATION

- 8.1 If ARINC shall be in material breach or default of any of its obligations or covenants under this Agreement with respect to the Licensed Software and the support thereof and such breach or default is not addressed by a cure plan within sixty (60) days after notice thereof from the Customer, the Customer may thereupon terminate this Agreement and seek all available remedies at law or in equity consistent with this Agreement.
- 8.2 If Customer shall be in breach or default of any of its obligations or covenants under any term of this Agreement, including the software license granted hereunder, and such breach or default is not cured within sixty (60) days after notice by ARINC, this Agreement and all Licenses immediately shall be terminated and ARINC may recover from the Customer all amounts then due plus ARINC may pursue other remedies set forth in this Agreement or seek other remedies available in law or equity. Additionally the Customer hereby authorizes and permits ARINC to enter its premises and without demand or notice or without any court order or other process of law and without any liability to the Customer, take possession of any and all items that make up the Licensed Software, including all copies of the Licensed Software and any customized software, in the possession of the Customer.
- 8.3 Failure of the Customer to pay the License Fee or any amount due under the terms of the Agreement shall constitute a material default of this License Agreement and ARINC may pursue any available remedy under this License Agreement, the Agreement or other remedies available in law or equity, and in particular, but without limitation, ARINC may terminate this License and require the return of the software.
- 8.4 This Agreement shall be subject to immediate termination if during the Term hereof Customer files a petition in bankruptcy, is adjudicated bankrupt, becomes subject to a court-appointed trustee or receiver, is in reorganization, is otherwise insolvent, or ceases doing business as a going concern.

9.0 NOTICES

Any notices required by this Agreement shall be transmitted to the parties in writing, by certified mail, return receipt requested at the addresses set forth on the face of this Agreement, to the attention of the Director of Contracts, unless otherwise indicated or at such other address as either party may hereafter specify by written notice given in accordance with this Section.

10.0 GENERAL

- 10.1 No assignment of this Agreement shall be made by Customer without the express written consent of ARINC. Such consent by ARINC shall not be unreasonably withheld. Any such assignment without the written consent of ARINC shall be considered void. ARINC shall have the right to assign this Agreement without consent from the Customer but with written notice.
- 10.2 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. No waiver shall be effective unless made in writing and signed by the waiving party.
- 10.3 The section headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 10.4 If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.
- 10.5 This Agreement may not be modified in any manner, including prior or current course of dealing between the parties or usage of trade, except by written instrument signed by duly authorized representatives of ARINC and Customer.
- 10.6 This Agreement shall be construed in accordance with the laws of the England and Wales without regard to its conflict of law provision. Any dispute, controversy or claim arising out of or relating to this Agreement or default, termination or invalidity hereof, shall be settled by arbitration under the rules of the International Chamber of Commerce, which rules are deemed to be incorporated by reference into this clause. In any arbitration pursuant to this Section the award shall be rendered by a majority of the members of a board of arbitration consisting of three (3) members, one (1) being appointed by each party and the third (3rd) being appointed by the parties. The members of the panel of arbitrators shall, to the extent possible, each be familiar with the industry to which this Agreement relates. The place of the arbitration shall be in London, UK. The language to be used in the arbitral proceedings shall be English. Judgment of the arbitrators shall be final and non-appealable and may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Each party shall bear its own expenses of the arbitration, but the arbitrators' fees and costs shall be borne equally between the parties participating in the arbitration.

{Signature page follows}

IN WITNESS WHEREOF, the Parties hereto, by and through their authorized representatives, do approve and accept this Software License Agreement as of the date first above written.

ARINC Incorporated

Letisko M.R Stefanika – Airport Bratislava, a.s
(BTS)

By: _____

Name: _____

Title: _____

Date: _____

Date: 19 DEC. 2018

ARINC Incorporated

Letisko M.R Stefanika – Airport Bratislava, a.s
(BTS)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: 19 DEC. 2018

APPENDIX C: NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the date of the last signature below by and between ARINC Incorporated ("ARINC"), having principal offices 2551 Riva Road, Annapolis, Maryland 21401 USA with a branch office a branch office at Pegasus One, Pegasus Place, Gatwick Road, Crawley, RH10 9AY, West Sussex, UK and Letisko M.R. Stefanika – Airport Bratislava, a.s (BTS) ("CUSTOMER") with offices located at Letisko M.R. Stefanika, 823 11 Bratislava 21.Slovak Republic.

This Agreement has been concluded on the date of the last signature below and its legal effects shall become effective in line with the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic ("Effective Date").

WHEREAS, the Parties contemplate exchanging information in the following areas:

1. ARINC Airport Systems including but not limited to related products and/or solutions.

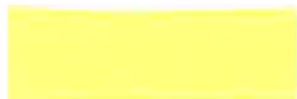
and;

WHEREAS, in the furtherance of this exchange, it may be necessary or desirable for the Parties to disclose to each other certain confidential or proprietary business and technical information, including, without limitation, writings, drawings, computer software, documentation and hardware, and to avoid unauthorized use and disclosure of same by the Receiving Party;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. For the purpose of this Agreement, "Confidential Information" shall mean information received by one Party from the other which is marked as "Confidential", "Company Confidential," "Company Private," "Company Proprietary," and/or "Proprietary." Information initially furnished verbally or visually and identified beforehand as confidential and/or proprietary at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve the Receiving Party of all obligations of protection with respect to said disclosed information thereafter.
2. For a period of five (5) years from the date of receipt, the Receiving Party shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, the Receiving Party shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Such degree of care shall be no less than the prevailing standard of reasonable care in the Receiving Party's industry. Upon discovery of an inadvertent or accidental disclosure, the Receiving Party shall promptly notify the Submitting Party of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures. Each Receiving Party further agrees that it will not (i) use any Confidential Information received from the other except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know," or (iii) make unnecessary copies of same.
3. The restrictions herein shall not apply with respect to Confidential Information which:
 - 3.1 Is or becomes known to the general public without breach of this Agreement; or
 - 3.2 Was previously known to the Receiving Party or was possessed by it without restriction prior to any disclosure hereunder; or
 - 3.3 Is or has been lawfully disclosed to a Receiving Party by a third party without an obligation of confidentiality; or

- 3.4 Is independently developed by a Party without access to or use of the Confidential Information; or
 - 3.5 Is disclosed pursuant to judicial action or Government regulations, provided the disclosing Party notifies the other prior to such disclosure and cooperates with the other in the event the other elects to legally contest and avoid such disclosure; or
 - 3.6 Is disclosed after the end of the period of confidentiality set forth in Paragraph 2 above.
- 4. Except as expressly herein provided, no rights, licenses or relationships whatsoever are to be inferred or implied by the furnishing of Confidential Information specified above or pursuant to this Agreement.
 - 5. All tangible information, including drawings, specifications and other information submitted hereunder, by one Party to the other shall remain the property of the Submitting Party. The Receiving Party promptly shall return Confidential Information, including any and all copies thereof, to the submitting Party, and shall cease any further use thereof, upon the first to occur of the following events: (i) written request of the Submitting Party; (ii) termination of this Agreement; or (iii) completion of the purpose for which the Confidential Information was disclosed. In lieu of the foregoing, the Receiving Party, upon mutual consent, may destroy all copies of the Confidential Information and certify to the Submitting Party in writing that it has done so.
 - 6. The receiving Party shall not export, directly or indirectly, any Confidential Information or any products utilizing such data unless it first complies with any applicable laws and regulations pertaining thereto, including, but not limited to, arms or traffic in arms regulations in accordance with the laws of the England and Wales.
 - 7. This Agreement shall be subject to and construed in accordance with the laws of the England and Wales, without regard to its choice of laws rules or provisions.
 - 8. The term of this Agreement shall commence upon the Effective Date hereof and run coterminous with the Agreement to which this Nondisclosure Agreement is attached. Only information communicated between the Parties during said term shall be subject to the protection of this Agreement. Notwithstanding the above term of this Agreement, the Receiving Party shall comply with the terms hereof so long as it shall possess Confidential Information within the time specified in Section 2.
 - 9. For the purpose of administering the provisions of this Agreement, the exclusive points of contact with respect to the transmission, receipt and control of Confidential Information exchanged hereunder are designated by the respective Parties as follows:



Customer

- 10. Neither Party warrants that the Confidential Information it is disclosing hereunder will meet the requirements of the other Party or that such Confidential Information when combined with other information or when used in a particular manner by the recipient will be sufficient or suitable for the recipient's purposes. Neither Party assumes any responsibility or liability whatever under this Agreement for the results of use of the Confidential Information by the recipient or its customers or agents.
- 11. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.
- 12. No license is created under this Agreement, nor shall any be implied therefrom, under any patent, patent application, copyright, trade secret, know-how, or other intellectual property right of either Party. This

Agreement shall create no obligation by either Party to disclose any particular kind or quantity of information to the other.

13. Each Party agrees that remedies at law may not be adequate to fully remedy a breach of this Agreement, that irreparable harm may result from a breach and that equitable relief, including injunction or specific performance, are appropriate and shall be available to a non-breaching Party without the necessity of a separate showing of irreparable harm.
14. Both Parties undertake to hold in strict confidence the provisions set forth in this Agreement, unless disclosure is requested by law, pursuant to an administrative or judicial order or within the framework of a legal proceeding.
15. This is the entire Agreement between the Parties concerning the exchange and protection of Confidential Information and it supersedes any prior written or oral agreements relating hereto and may not be amended or modified except by subsequent agreement in writing signed by duly authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on their behalf.

ARINC Incorporated

By: _____
Name: _____
Title: _____
Date: _____

**Letisko M.R Stefanika – Airport Bratislava, a.s
(BTS)**

By: _____
Name: _____
Title: _____
Date: 19 DEC. 2018

ARINC Incorporated

By: _____
Name: _____
Title: _____
Date: _____

**Letisko M.R Stefanika – Airport Bratislava, a.s
(BTS)**

By: _____
Name: _____
Title: _____
Date: 19 DEC. 2018

APPENDIX D: AIRPORT SYSTEMS (INCLUDING LIST OF EQUIPMENT AND SOFTWARE)

It is agreed ARINC shall not provide any Equipment and shall be providing the following only Software in respect of this Agreement:

1.B. Software

2.iMuse

APPENDIX E: PRICING TERMS

Pricing

Total of fifty four (54) iMUSE Workstations = the total price is 3 150,- EUR per month

