

**CLOUD MULTI-USER SYSTEM ENVIRONMENT
(cMUSE)**

AGREEMENT

BETWEEN

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

AND

ARINC INCORPORATED

This Cloud Multi-User System Environment Agreement ("Agreement") is effective as of the day of _____ ("Effective Date"), and is made by and between Letisko M.R.Stefanika - Airport Bratislava, a.s. (BTS) ("Customer") with offices located at Letisko M. R. Stefanika, 823 11 Bratislava 21, Slovak Republic and ARINC Incorporated ("ARINC"), a Delaware Corporation, having its place of business at 2551 Riva Road, Annapolis, Maryland 21401, USA (each of ARINC and Customer are also sometimes hereinafter referred to as "Party" and together, collectively, as the "Parties").

WHEREAS,

1. ARINC is a leading supplier of airport information technology products and services and provides a platform hosting its proprietary software application (cMUSE Software) that will allow customers to operate common use airline passenger check-in facilities and interoperate with certain other information technology applications at authorized sites; and
2. Customer desires to access and use ARINC's cMUSE Cloud Service as described herein for purposes of providing common use airline check-in service to Authorized Users at the Authorized Site; and

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 11 below. "Acceptance" shall be deemed to have occurred when CUSTOMER commences beneficial use of the Service.
Affiliates	Of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights.
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.
Authorized Site	Means the locations and sites where the Service will be used by Customer and Authorized Users.
Authorized Users	Shall refer to the third party users authorized by the Customer to use the Solution at the Authorized Site, including airlines and authorized ground handling agents.
Business Day	Any day, other than a Saturday, Sunday, or legal holiday for commercial banks under the laws where



	the Authorized Site is located.
cMUSE Materials	Refers to materials provided or developed by ARINC (whether independently or in conjunction with the Customer) in the course of performance of this Agreement. cMUSE Materials do not include Customer Data or Customer Confidential Information.
cMUSE Service or Service	Refers to the ARINC Cloud-based service, which is a MUSE hosted, subscription-based, supported and operated on-demand service provided by ARINC.
cMUSE Software	ARINC's proprietary cMUSE software (hosted on AWS)
Customer	Shall mean the party identified as such in the first paragraph herein.
Customer Data	Refers to any content, material, data and information (in any form) which is entered, derived, or stored by the Customer or Authorized Users in the Cloud Service.
CUPPS	Acronym for "Common Use Passenger Processing Systems". CUPPS is being adopted by the airline and airport industry as the successor to CUTE. CUPPS is an airline industry term for a facility which allows multiple individual users to access their host computer(s) from the common facilities. CUPPS supports airline electronic transactions, using the same entries and getting the same responses users would through their own terminal equipment connected to their host computer.
Equipment	Means the data processing and telecommunications equipment used by the Customer to access and use the cMUSE Software and Service (if any). Such Equipment may be: (i) procured and supplied to Customer by ARINC and installed at the Authorized Site by ARINC for use by Customer and Authorized Users, in which case the terms in Section 11 shall apply and such equipment shall remain the sole and exclusive property of ARINC until transferred to Customer in accordance with the provisions of Section 11.14; or (ii) procured and installed by the Customer at the Authorized Site.
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.
Intellectual Property Rights	means any and all intellectual and industrial property rights now in force or that come into force in the future in any part of the world whether or not registered or registerable and includes all applications and rights to apply for registration (and renewals and

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2.4 Service Suspension continued use n provide prompt, soon as possible.

2.5 Service Upgrades cMUSE Service and application features updates to the cMUSE performance, function Term.

3. Customer Representative

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	<p>extensions of any registration) of such rights as we, as all rights of action and remedies in relation to past infringements including rights in or in connection with:</p> <ul style="list-style-type: none"> (a) confidential information, business or trade secrets, know-how; (b) inventions and patents; (c) copyright; (d) trade marks, service marks, business or trade names; (e) design rights; (f) database rights, <p>together with all other rights of a similar or corresponding character or nature.</p>
Licensed Software	ARINC proprietary software applications which are installed on Equipment/Customer Equipment.
Price	Refers to the price payable by CUSTOMER to ARINC, as detailed in Appendix B .
Service Level or SLA	Refers to the Service availability commitment provided by ARINC.
Statement Of Work or SOW	Shall mean the Statement of Work is set out in Appendix D .
MUSE	An acronym for " Multi-User System Environment".
Term	Refers to the minimum period of use required by the Customer of the Service

2. Rights and Restrictions to cMUSE Service

- 2.1 **Grant of Rights.** Subject to the terms and conditions of this Agreement and payment of all charges specified herein, ARINC hereby grants to the Customer during the Term of this Agreement the limited non-exclusive and non-transferable right to use and access the cMUSE Service at the Authorized Site. ARINC retains all rights, title and interest in and to the Service, including without limitation, all software used to provide the Service and all trade and service marks representing the Service. Nothing herein grants to the Customer any rights in or to the Service except as provided in this Agreement.
- 2.2 **Authorized Users.** Customer may permit Authorized Users to use the cMUSE Service. Usage is limited to the number of [licenses/authorized users] granted to Customer. Access credentials to the cMUSE Service may not be used by more than one individual at a time, but may be transferred from one individual user to another. Customer shall remain liable for the proper and valid use of the Service by Authorized Users and for all breaches committed, and to that extent Customer hereby indemnifies and holds ARINC harmless against all loss and damage (including all costs and expenses) suffered by ARINC arising from any misuse, abuse or breach of this Agreement by an Authorized User.
- 2.3 **Service and Software Support.** ARINC shall manage the cMUSE Software on the hosted AWS servers and provide Software administration and application management support from locations worldwide and/or through use of subcontractors worldwide.

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2.4 **Service Suspension.** ARINC reserves the right to suspend use of the cMUSE Cloud Service if continued use may result in material harm to the Customer or its Authorized Users. ARINC will provide prompt notice of such suspension and shall take all reasonable steps to restore Service as soon as possible.

2.5 **Service Upgrades and Updates.** During the Term, ARINC may make changes to or update the cMUSE Service and Service specifications (such as infrastructure, security, technical configurations, application features, etc.) to reflect changes in, among other things laws, regulations, rules, technology, industry practices, patterns of system use and availability of third party content. ARINC updates to the cMUSE Service or the Service specifications will not materially reduce the level of performance, functionality, security or availability of the Service during the then-current Service Term.

3. **Customer Representations and Warranties**

3.1 Customer represents and warrants that:

- 3.1.1 It possesses the necessary experience and qualifications to properly use the Service in the manner indicated by its function and in accordance with all legal requirements;
- 3.1.2 It shall be responsible for those items designated as Customer responsibility in this Agreement;
- 3.1.3 The execution, delivery and performance of this Agreement and compliance with the terms hereof:
 - (i) have been duly authorized by all necessary company action on the part of Customer;
 - (ii) do not require the approval of any member, trustee or holder of any obligations of Customer except such as have been duly obtained; and
 - (iii) 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.

3.2 In connection with Customer's use of the cMUSE Service, Customer shall

- 3.2.1 comply with all applicable laws, court orders, rules and regulations, including, without limitation, the Foreign Corrupt Practices Act and related international anti-corruption laws;
- 3.2.2 comply with applicable ARINC policies for access to and use of the cMUSE Service, including but not limited to, any ARINC Acceptable Use Policy (AUP);
- 3.2.3 use reasonable security precautions for providing access to the cMUSE Service to Authorized Users;
- 3.2.4 cooperate with any ARINC investigation of outages, security problems, unauthorized use of the cMUSE Services and/or any suspected breach of this Agreement, AUP, or any applicable law, court order, rule or regulation;
- 3.2.5 comply with applicable license terms or terms of use for any software, content, service or website which Customer or any of its Authorized Users accesses or uses when using the cMUSE Services;
- 3.2.6 give ARINC true, accurate, current, and complete account information;
- 3.2.7 keep Customer account information up to date;
- 3.2.8 be responsible for the use of the cMUSE Software and cMUSE Service and compliance with this Agreement and the AUP by all Authorized Users to whom Customer has given access to the cMUSE Software and Service;

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7. Intellectual Property Rights
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- 3.2.9 use commercially reasonable efforts to prevent unauthorized access to or use of the cMUSE Software and Service; and
- 3.2.10 promptly notify ARINC of any known or suspected unauthorized use of Customer's account, the cMUSE Software and/or Service or any other breach of security.
- 3.3 Customer shall not, directly or indirectly, alone or with another party:
 - 3.3.1 copy, distribute, modify, reverse engineer, decompile, or attempt to obtain the source code or algorithms of, any cMUSE Software, or any applications or intellectual property of ARINC or its third party service providers;
 - 3.3.2 sell, rent, lease, license, sublicense, resell or transfer any cMUSE Software, or any applications or intellectual property of ARINC or its licensors except to the Authorized Users;
 - 3.3.3 use the cMUSE Software or any applications as a service bureau or for the benefit of any third party, whether on a paid or unpaid basis, except to the Authorized Users; and
 - 3.3.4 allow or authorize anyone to do any of the foregoing, or allow or authorize anyone to use the cMUSE Software and/or Service in violation of this Agreement or the AUP.
- 3.4 As Customer is responsible for all of its Authorized Users' compliance with the requirements and restrictions in this Section 3, Customer agrees to promptly suspend access to the cMUSE Service for any User or person who:
 - 3.4.1 ceases to qualify as a User,
 - 3.4.2 Customer no longer wishes to have access to the cMUSE Software and/or Service, or
 - 3.4.3 Customer knows or reasonably believes is causing Customer to breach this Agreement.

4. Service Levels and Support

ARINC shall provide the Service availability and application management support for the cMUSE Service as is set forth in this Agreement.

5. Term of the Agreement

This Agreement has been concluded on the date of the last signature below ("Effective Date") This Agreement is concluded for a fixed period and lasts until 31th December 2022 ("Term"). The Parties may extend the Term of this Agreement for such further periods on such terms and conditions that are mutually agreeable to the Parties

6. Fees, Billing and Payment

- 6.1 Customer shall pay ARINC the fees specified in Appendix B hereto.
- 6.2 ARINC shall measure Customer's usage of the cMUSE Services as applicable to the environments purchased by Customer, on a monthly basis. If the usage exceeds the quantity purchased, Customer shall be charged the applicable monthly fee for any excess usage. Customer shall make payments of the Contract Price to ARINC in Euros (EUR).
- 6.3 All payments are due within thirty (30) days from the date of the invoice. Late payments shall be subject to a finance charge calculated at twelve percent (9%) per annum applied daily on the amount in arrears, which shall accrue from the due date until the date where such outstanding sum is paid in full. Such finance charge shall be paid on demand by Customer to ARINC.

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- 6.4 Customer shall pay all fees and reasonable reimbursable expenses in full, without any setoff, recoupment, counterclaim, deduction or withholding for any reason to the bank account referenced in ARINC's invoice.
- 6.5 Customer shall be responsible for the payment of all applicable taxes, withholdings taxes, levies, import and custom taxes and duties, sales, use, gross receipts, excise, VAT, ad valorem, consumption and any other taxes, charges or duties with respect to the goods and services provided by ARINC to Customer for the Term of 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 Price will be increased to yield to ARINC an amount equal to the sum it would have received had no withholding been made. Any subsequent increases in applicable governmental fees, taxes or charges implemented after the Effective Date shall be borne by the Customer.

7. Intellectual Property Rights

- 7.1 ARINC and its Affiliates or licensors own all Intellectual Property Rights in and related to the cMUSE Service, cMUSE Material, cMUSE Software, and related knowledge and processes, and any derivative works of them. All rights not expressly granted to Customer hereunder are reserved to ARINC and its licensors.
- 7.2 Customer retains all rights in and related to Customer Data. To the extent required, Customer grants ARINC the right to access, process, transport and store Customer Data.
- 7.3 ARINC shall, at its own expense, defend any action brought against Customer based on a claim that the cMUSE Software or Service infringe a third party's United States intellectual property rights, and at its option, will settle any such action or will pay any final judgment awarded against Customer, provided that:
- 7.3.1 Customer has promptly notified and cooperated with ARINC of any and all threats, claims, and proceedings related thereto;
 - 7.3.2 CUSTOMER shall have given ARINC the sole full control over the defense of any such threat, claim, or proceeding and all negotiations for a settlement or compromise thereof;
 - 7.3.3 Customer shall cooperate fully at ARINC's expense with ARINC in the defense, settlement or compromise of such claim.
- 7.4 The foregoing obligation of ARINC does not apply to the extent the infringement or claim thereof is based on: (i) Customer's breach of this Agreement; (ii) Customer's use of the cMUSE Software or Service in combination with equipment or software not supplied hereunder; (ii) Customer's use of the cMUSE Software or Service in an application or environment for which it was not designed or not contemplated under this Agreement; (iii) Customer's use of other than a current release of the cMUSE Software made accessible to Customer via the cMUSE Service; (iv) modification of the cMUSE Software by anyone other than ARINC or its employees or authorized agents; (v) ARINC's modification of the cMUSE Software in compliance with specifications provided by Customer; or (vi) any claims of infringement of any intellectual property right in which Customer has an interest.
- 7.5 In the event a claim described in Section 7.3 occurs or, in ARINC's opinion, may occur, ARINC

shall, at ARINC's option and expense, either:

- 7.5.1 procure for Customer the right to continue using the applicable cMUSE Software via cMUSE Service; or
- 7.5.2 modify the applicable cMUSE Software so that it becomes non-infringing without materially impairing its functionality.

7.6 This Section 7 states ARINC's sole and exclusive liability, and Customer's sole and exclusive remedy, for any and all infringement claims and damages brought against Customer.

7.7 Customer, at its own expense, will defend any action brought against ARINC (other than an indemnifiable intellectual property rights action for which ARINC has obligations under this Section 7): (i) arising from Customer's use of the cMUSE Services or (ii) arising from the willful or negligent acts or omissions by Customer, its affiliates, or their respective officers, employees or agents, except to the extent such claim, loss or liability is caused by the willful or negligent acts or omissions of ARINC, and Customer, at its option, will settle any such action or will pay any final judgment awarded against ARINC, provided that: (1) Customer shall be notified promptly in writing by ARINC of any notice of any such claim; (2) Customer shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of such action; and (3) ARINC shall cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of such claim.

8. Warranty/Disclaimer of Warranty/Limitation of Liability

8.1 ARINC warrants that ARINC will perform the cMUSE Service substantially in a good workmanlike manner and in accordance with industry-standard practices.

8.2 EXCEPT AS EXPLICITLY STATED HEREIN, ARINC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER DATA WITH RESPECT TO THE SECURITY OF THE SERVICE OR THAT CUSTOMER DATA WILL NOT BE DESTROYED, LOST, INTERCEPTED, OR ALTERED BY UNAUTHORIZED PERSONS. ARINC DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE HOSTED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER DATA.

8.3 ARINC'S MAXIMUM LIABILITY ARISING OUT OF, OR RELATING TO, THE CREATION, LICENSE, SUPPLY, FAILURE TO SUPPLY OR USE OF THE SERVICE OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE FEE PAID TO ARINC FOR THE SERVICE DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENTS THAT GAVE RISE TO THE APPLICABLE CLAIM.

8.4 IN NO EVENT SHALL ARINC, ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA AND ANY LOSS CAUSED BY THE INTERRUPTION, TERMINATION

SERVICES OR THIRD PARTY SECURITY FEATURES OR SYSTEMS), EVEN IF ARINC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES NOT TO BRING ANY SUIT OR ACTION AGAINST ARINC AND/OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR ANY REASON WHATSOEVER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.

8.5 TO THE EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL ARINC'S LICENSORS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE HOSTED SOFTWARE, HOSTED SYSTEM OR THE PROVISION OF ANY SERVICE. CUSTOMER RECOGNIZES THAT THE CHARGES AND FEES HEREUNDER ARE BASED IN PART ON THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY PROVISIONS SET FORTH HEREIN AND THAT, IN THE ABSENCE OF CUSTOMER'S AGREEMENT TO SUCH TERMS, ARINC'S CHARGES TO CUSTOMER HEREUNDER WOULD BE SIGNIFICANTLY HIGHER. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 11 SHALL NOT APPLY TO ANY CLAIM IN RESPECT OF DEATH OR PERSONAL INJURY IF CONTRARY TO ANY APPLICABLE LAW.

9. Data Privacy

9.1 In the event performance under this Agreement includes the collection, transfer, storage, disclosure, or processing of "Personal Data," the Parties shall comply with the requirements of this provision. For purposes of this clause, Personal Data shall be defined as any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

9.2 Customer Responsibilities:

9.2.1 Customer hereby acknowledges and agrees that Customer, or its airline customers (hereinafter the "Airline Customers"), is the controller of the Personal Data. Customer acknowledges and consents to ARINC's collection, transfer, storage, disclosure, or processing of such Personal Data (hereinafter the "Data Processing") for the purpose of ARINC's performance of the services contemplated hereunder.

9.2.2 Customer represents and warrants that Customer has the legal authority to authorize ARINC to implement ARINC's systems and services for the purposes of Data Processing Personal Data on behalf of the Customer and its Airline Customers. With respect to the Customer's airports systems, Customer has taken all appropriate and legally required technical, physical and organizational security measures to protect Personal Data against accidental or unlawful destruction, loss, damage, alteration or unauthorized access and against all unauthorized or unlawful forms of data processing.

9.2.3 If any applicable law requires a data subject to receive notice of or to provide consent to the processing and/or transfer of his/her Personal Data, Customer shall be responsible for, either by itself or through its Airline Customers, providing such notice and obtaining such consent from the applicable data subjects.

9.3 ARINC Responsibilities:

9.3.1 ARINC shall not use the Personal Data for any other purpose except what is necessary to perform the services contemplated under this Agreement. ARINC shall be permitted to

- disclose Personal Data to its third party contractors that are assigned to assist Vendor in the performance of the services contemplated hereunder.
 - 9.3.2 ARINC shall maintain the confidentiality of any such Personal Data and shall not permit access by unauthorized persons. ARINC shall take all appropriate and legally required technical, physical and organizational security measures to protect Personal Data against accidental or unlawful destruction, loss, damage, alteration or unauthorized access and against all unauthorized or unlawful forms of data processing.
 - 9.3.3 ARINC shall notify Customer if ARINC receives a request from a data subject to have access to his/her Personal Data under applicable data protection laws and shall cooperate with Customer in responding to such request. ARINC shall not respond to any data subject request unless directed by Customer or required by applicable law.
 - 9.3.4 ARINC shall immediately notify Customer of any accidental, unlawful or unauthorized processing of Personal Data and of any instances of which ARINC becomes aware of confidentiality of Personal Data having been breached, and will mitigate, to the extent practicable, any harmful effect of such breach.
- 9.4 Governmental Agencies. This subsection (d) shall only apply in the event that Personal Data is being transmitted, as a required part of ARINC services hereunder, to "Governmental Agencies" (defined below):
- 9.5 Customer hereby acknowledges and agrees that, by the nature of the services provided hereunder, ARINC may be required to transmit Personal Data to various governmental and/or quasi-governmental agencies, including without limitation, airport authorities, passport agencies, customs officials, and such similar entities (hereinafter "Governmental Agencies") for the purposes of performing the services contemplated under this Agreement. To the extent that such processing of Personal Data involves the onward processing to Governmental Agencies, Customer hereby acknowledges and agrees that ARINC has no control over the purposes and means of the processing of Personal Data by the Governmental Agencies and ARINC does not make any decisions as to the use of the Personal Data by the Governmental Agencies. The Customer hereby consents to ARINC's processing of the Personal Data to the Governmental Agencies, to the extent such processing is necessary for ARINC to complete the services hereunder, and the Customer shall hold ARINC harmless from and against any and all losses, damages, liabilities, awards, fines, expenses, costs (including without limitation, attorneys' fees and court costs) arising from ARINC's processing of the Personal Data to the Governmental Agencies.

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:	Technical Project Manager: ARINC Incorporated	Simon de Ath
	E-Mail:	simon.de.ath@rockwellcollins.com

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For CUSTOMER:

Technical Project Manager:

Dušan Urbančok
Director IT

Telephone: +421903864578

E-Mail: dusan.urbanck@bts.aero

11 Provision of Equipment

Where Customer requires ARINC to procure and provide Equipment, the provisions set forth in this Section 11 shall apply.

- 11.1 ARINC shall procure, deliver and install the Equipment listed in **Appendix C**. Delivery, transportation to, and storage at the Authorized Site shall be in accordance with the arrangements set forth in **Appendix C**. The Customer shall be responsible for any applicable permits and licenses required for the importation, local customs clearance, customs duties, and transfer of equipment to the Authorized Site and storage thereto, unless otherwise agreed to by ARINC in **Appendix C** hereto.
- 11.2 The Equipment shall remain ARINC's personal property, and ARINC's title to Equipment shall not be impaired, until such time as title is transferred to Customer.
- 11.3 If ARINC requests, CUSTOMER shall affix plates, tags or other identifying labels showing ARINC's ownership and security interest therein. The tags or labels shall be placed in a prominent position on each unit of Equipment.
- 11.4 Customer will defend, at its own expense, ARINC's title to the Equipment from claims, liens or legal processes, other than liens as the result of ARINC's acts.
- 11.5 Customer shall notify ARINC immediately upon receipt of notice of any lien affecting the Equipment in whole or in part. The notice shall include the full particulars of the tax or lien and the location of such Equipment on the date of the notice.
- 11.6 ARINC shall not be required to make and may specifically disclaim any representation or warranty as to the condition of the Equipment or any other matters at the time of the transfer.
- 11.7 CUSTOMER will not attach or install anything on the Equipment that will impair the originally intended function or use of such Equipment without the prior written consent of ARINC. All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become repossessed property of ARINC and if applicable, subject to the lien of ARINC. All Additions shall be made only in compliance with applicable law.
- 11.8 If requested by the Customer, ARINC shall perform the installation work defined in **Appendix C**. Customer will secure or facilitate the acquisition of the necessary authorizations to allow ARINC or its subcontractors to install the Equipment at the

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Authorized Site, including access to the Authorized Site after normal business hours. Customer is responsible for moving the Equipment from the secured storage area at the Authorized Site to the proper location for the installation of the Equipment. During installation, Customer and ARINC will cooperate with each other in good faith to ensure a timely and error free installation process.

- 11.9 Upon each installation of the Equipment at an Authorized Site, Customer shall have forty-eight (48) hours to perform Site Acceptance Testing ("SAT") using the form attached as **Appendix C**, to determine whether the Service performs in accordance with and conforms to the SOW, and whether it will operate as an integrated whole, without material errors or material defects (the "Acceptance Test Period").
- 11.10 During the Acceptance Test Period, Customer shall notify ARINC in writing, listing any material deficiency in sufficient detail to permit ARINC to correct such deficiency. Should Customer fail to perform said SAT within forty-eight (48) hours after the installation of the Equipment at an Authorized Site or fails to provide Notice of any defect within said time, Customer shall be deemed to have accepted the Equipment as certified and shall make payment to ARINC in accordance with **Appendix B**.
- 11.11 In the event Customer identifies a deficiency related to the Solution within ARINC's control, concerning the installation of the Equipment, ARINC agrees to promptly correct the same, at no additional cost to Customer.
- 11.12 Upon delivery of the Equipment, Customer assumes the risk of loss of; theft of, damage to, or destruction of any unit of Equipment 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 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 Equipment, nor shall ARINC at any time be responsible for personal injury or the loss or destruction of any other property resulting from the use of the Equipment.
- 11.13 In the event of loss or damage to any item of Equipment, Customer shall, at its sole cost and expense, promptly restore such item of the Equipment to the condition required by this Agreement. If any Equipment is lost or damaged (where the estimated repair costs would exceed the greater of ten percent (10%) of the original Equipment 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.
- 11.14 Title to the Equipment (but not communications equipment detailed in **Appendix C**), for the Authorized Site shall pass from ARINC to Customer upon ARINC's receipt of all payments for the Equipment set forth in **Appendix B**, and all other provisions of this Section have been satisfied.
- 11.15 During the Term, Customer shall obtain and maintain all-risk insurance coverage with respect to the Equipment, insuring against, among other things: any casualty to the Equipment (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 Equipment. 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. Customer shall provide ARINC with a copy of Customer certificate of insurance and a

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copy of its related insurance policy designating ARINC as an additional insured.

- 11.16 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.
- 11.17 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.
- 11.18 Customer shall pay the premiums therefor 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.
- 11.19 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.
- 11.20 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 Equipment or any portion thereof, or (ii) satisfy any obligation of Customer to ARINC under this Agreement.

12 Force Majeure

- 12.1 ARINC shall not be in default of its obligations under this Agreement nor shall 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 ("Force Majeure Event"), such as but not limited to acts of God, acts of governmental, civil or military authorities, fires, strikes, floods, epidemics, quarantine, war, riot, acts of terrorism, imposition of sanctions, delays by common carriers, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Services or any inability due to causes beyond its reasonable control.
- 12.2 Upon the occurrence of a Force Majeure Event, the Party under obligation to perform shall perform as soon as such cause is removed and shall be entitled to an extension of time for such performance corresponding to the duration of the Force Majeure Event.

13 Bankruptcy

Either Party may immediately terminate this Agreement pursuant to Section 14 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.

14 Termination For Cause

- 14.1 Termination for Cause: Except as provided below by the section of this Agreement titled "Termination for Non-Payment," in the event that either Party materially or repeatedly defaults in the performance of any of its duties or obligations set forth in this Agreement, and such default is not substantially cured within thirty (30) days after written notice is given to the defaulting Party specifying the default, then the Party not in default may, by giving written notice thereof to the defaulting Party, terminate this Agreement as of a date specified in such notice of termination ("Effective Date of Termination").
- 14.2 Termination for Non-Payment: ARINC may terminate this Agreement if Customer fails to pay any undisputed amounts due pursuant to this Agreement and such failure continues for a period of thirty (30) days from the last day which payment is due. In such an event, ARINC may recover from Customer all amounts then due and owing, cost incurred and shall be entitled to claim a reasonable profit amount of 25% of such amounts due to ARINC, plus ARINC may pursue other remedies set forth in this Agreement or seek any other remedies available in law or equity within the arbitration forum of Section 17 of this Agreement.
- 14.3 Injunctive Relief: Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that any Customer breach of non-monetary 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.
- 14.4 Additional Remedies: Termination of this Agreement does not affect any accrued rights or remedies either party may have at the date of termination, whether at law or in equity, including the right of ARINC to be compensated for all amounts due and arising from any termination not caused by the default of ARINC, including costs and expenses. 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.

15 Effect of Termination or Expiry

- 15.1 As at the effective date of Termination, this Agreement and all rights granted hereunder shall be terminated and ARINC may immediately recover from Customer all amounts then due and owing upon issuing its final invoice to the Customer, including the cost of any Equipment provided to Customer under Section 11 hereof.
- 15.2 Any legal fees incurred by ARINC, including actual attorney's fees incurred in connection with the enforcement, assertion, defense or preservation of ARINC's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted, shall be borne by CUSTOMER and shall be due and payable as additional amounts due.

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15.4 Rights
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16 Export

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15.3 Each Party shall return the other Party's Confidential Information (as defined in Section 18) 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.

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

16 Export

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.

17 Arbitration

17.1 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, whose rules are deemed to be incorporated by reference into this section.

17.2 The Arbitration Tribunal shall consist of one arbitrator. The language of the arbitration proceedings shall be in English. The seat of the arbitration shall be in London, UK.

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

17.4 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. The Parties waive any right they may enjoy under the law of any nation to apply to the courts of any such nation for relief of provisions of this Article or from any decision of the arbitrator made prior to the award.

17.5 The arbitrators 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.

18 Proprietary or Confidential Information

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

19. Delay

In the event a delay to the Work to be performed by ARINC throughout the Term of the Agreement (hereinafter referred to as "Delay") and where such Delay is caused by any party or event beyond ARINC's control, and where such delay causes ARINC to incur any additional costs over and above the costs anticipated in the Contract Price, ARINC shall be entitled to claim for such costs transparently. Customer shall pay ARINC for such additional costs in accordance to the payment terms set out herein. ARINC shall provide written notification to the Customer of the Delay event as soon as it is aware of the Delay event or as soon as reasonably practicable.

20. Language and Notices

20.1 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.

20.2 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. Štefanika – Airport Bratislava
Letisko M. R. Štefanika
823 11 Bratislava II
Slovak Republic

To ARINC:

ARINC Incorporated
ATTN: Director, Contracts
2551 Riva Road
Annapolis, Maryland 21401
USA

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.

21. 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.

22. 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 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.

23. Compliance with Anti-Corruption Laws

The Parties agree to abide by all applicable anti-corruption and anti-bribery legislation (including, without limitation, the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010) in relation to their performance of their obligations under this Agreement.

24. Severance

If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement shall remain in force save for the aforementioned provision which shall be deemed deleted by the Parties. Parties will promptly do and perform all acts and things and execute all documents as may from time to time be required, and at all times will act in good faith, for the purposes of or to give effect to this Agreement.

25. 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.

26. Survival

Upon the expiry or termination of this Agreement for any reason, 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, including without limitation sections 18, 23, 25, 26, 29 and 30 will survive the expiry or termination of this Agreement and remain binding upon and for the benefit of the Parties.

27. 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.

28. Governing Law

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Maryland, USA, without regard to its conflict of laws provisions.

29. Entire Agreement

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

30. Non-solicitation of Employees

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

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

ARINC Incorporated

Letisko M.R.Štefanika - Airport Bratislava, a.s.

By: _____

Name: Emiliya Vankova

Title: _____

Date: _____

By: _____

Name: Jozef Pojedinec

Title: _____

Date: _____

By: _____

Name: Matej Hambálek

Title: _____

Date: _____

APPENDIX A:
Service Level or SLA

Please refer to the Statement of Work Appendix.

APPENDIX B:

PRICING

Contract Duration

The term of the Agreement is 36 months (as per clause 5 of the Agreement).

Cutover Date

The cutover date shall be the date where the customer signed the ICTR.

Contract Cost and payment schedule

Contract value: €199.872,00 plus VAT.

The payment will be equal monthly payments of €5.552,00 plus VAT.

Payment will be monthly in arrears.

Assumptions:

- No hardware will be provided.
- Currency is in EURO.

APPENDIX C: **SCOPE OF WORK**

ARINC shall grant customer licenses in accordance with appendix C of the agreement. The Agreement allows the use of 53 cMUSE licenses.

Core Room

Upon arrival on-site, the ARINC engineer will accomplish the following:

- Receipt and inspection of equipment on site
- Examine network readiness to support cMUSE connectivity
- Test failover redundancy of new cores as it applies. Note, cMUSE in multi-tenant and all failover is handled by our partner Amazon so no testing of the cMUSE failover will be executed.
- Test backup and restore process as they apply to the other onsite systems
- Set up cMUSE test lab and prepare for airline testing. Setting up the test area involves workstation (WS) configuration, development of airline menus, and basic connectivity tests on each host.

Acceptance Testing

After completion of testing workstations, ARINC will execute an Acceptance Test (AT) test with the airport's representative. This will confirm platform readiness and indicate we are ready for airline testing.

Airline Testing

Airline agents will then be asked to agent test and sign off (Airline Cutover Readiness Report or similar). Should airline applications require update or the installation of new airline applications to support the Windows environment, it would be completed at this time.

The following data will be recorded during the airline test process:

- Airline and tester full contact info
- Images and WS models, peripherals, firmware tested
- Application versions tested
- List of tests and devices tested by the carrier will be documented along with print out's where applicable.
- A log of test results and all failures. As the failures are repaired, the airline will initial the log with issues along with a date.
- Signature at testing to completion of tests (Airline and/or airport tester and ARINC test)

- If any non-ARINC certified applications are needed to be installed during this project deployment term, ARINC will notify BTS of this request. ARINC will then consider accommodating this after a joint project impact review.

Rollout

Upon approval by BTS management, this phase begins and completes the cMUSE roll out to all positions and in all environments at BTS. By now, it is expected that all airlines would have signed off on their application's functionality, and have had the opportunity to test cMUSE extensively at select counters.

Furthermore, staff assigned to roll out cMUSE at the counters will receive their training and documentation package. Level 1 staff will be prepared to service the CUPPS system. Training will be documented in greater detail in a specific Training Plan.

cMUSE roll out (and roll back) activities consist of the following process:

- Complete backup of current workstations (files, folders, databases, AD info, etc.)
- Verify all documentation for cMUSE system (network diagrams, servers, services etc.)
- Validate schedule according to counter operating times, airlines scheduled, etc.
- Coordination with airlines
- Roll out cMUSE according to approved schedule and roll out plan
- Test with agent before first use and monitor first flight operations
- Roll back in case of issues: WS will be re-imaged back to the previous platform.
- The activities outlined above shall complete the core of the work for the cMUSE upgrade project.

Site Acceptance Test

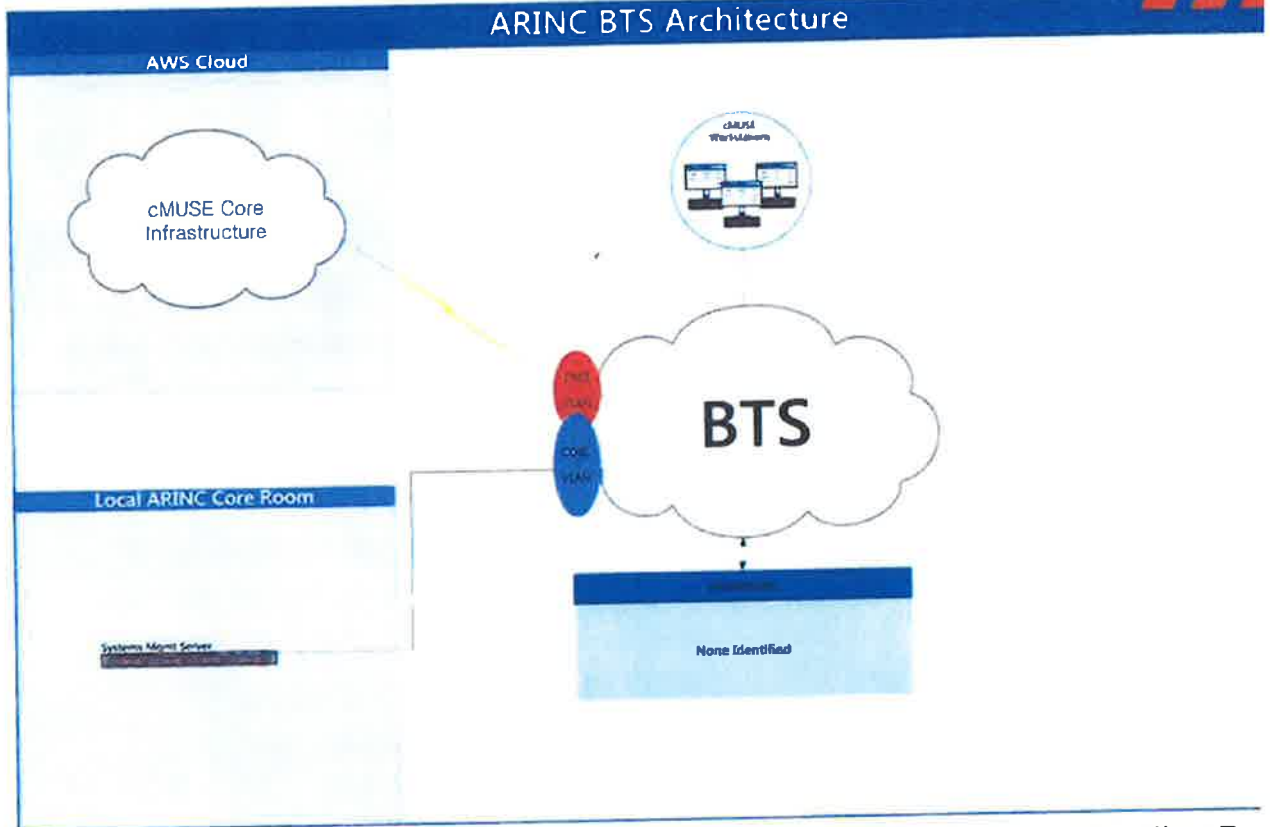
Finally, with the CUTE devices deployed, ARINC will conduct a Site Acceptance Test (SAT). The SAT will be performed with a member of the BTS IT Management. The purpose is to document performance and gain customer project acceptance. If any discrepancies are found, they will be negotiated and mitigated before ARINC hands the project over to supporting technical services.

A. ARINC Proposed cMUSE for BTS

A high level diagram of the proposed solution is shown below

a

ARINC BTS Architecture



Despite the full cloud nature of the cMUSE service, we propose to install a single server locally at Bra airport. This server allows us easier management of the end devices deployed in the airport, and all to manage both Windows Updates and AntiVirus updates deployed to the workstations. The connectivity from the airport to the cMUSE cloud infrastructure will be provisioned by Rc Collins. This will be a fully redundant connection into the ARINC Global Network (AGN) with a p dedicated MPLS connection and a secondary IPSEC VPN over an ADSL connection. By provisioni managing the connectivity to the cMUSE cloud we can fully guarantee the level of service provide

**APPENDIX D:
NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made as of the date of the last signature below ("Effective Date") by and between ARINC Incorporated ("ARINC"), having principal offices 2551 Riva Road, Annapolis, Maryland 21401 USA 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.

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

cMUSE project

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 three (3) 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;
 - 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 Party seeks 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 shall promptly return Confidential Information, including any and all copies thereof, to the submitting Party upon request and shall cease any further use thereof, upon the first to occur of the following events: (i) written request from 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 the Submitting Party's 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 product or service utilizing such data unless it first complies with any applicable laws and regulations pertaining thereto, including, but not limited to, U.S./EU export laws or traffic in arms regulations.
 7. This Agreement shall be subject to and construed in accordance with the laws of the State of Maryland 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 term of 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 of this Agreement hereof so long as it shall possess Confidential Information within the time specified in Section 2.
 10. For the purpose of administering the provisions of this Agreement, the exclusive points of contact for each Party with respect to the transmission, receipt and control of Confidential Information exchanged hereunder are designated by the respective Parties as follows:

ARINC
Emiliya Vankova
Contracts Specialist
[E-mail: vankova@collins.com](mailto:vankova@collins.com)

Letisko M. R. Štefánika
Dušan Urbančok
Director IT
E-mail: dusan.urbančok@bts.aero

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.

[signature provisions to follow]

ARINC Incorporated

Name: Emiliya Vankova

Title: _____

Date: _____

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

By: _____

Name: Jozef Pojedinec

Title: _____

Date: _____

By: _____

Name: Matej Hambálek

Title: _____

Date: _____

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