

SOFTWARE SUPPLY AND LICENSE AGREEMENT

by and between

HungaroControl Pte. Ltd. Co.

Registered seat: Igló u. 33-35., 1185 Budapest, Hungary
EU tax number: HU 13851325
Company registration number: 01-10-045570
Bank account number: 10300002-10459732-48820029
IBAN: HU27 1030 0002 1045 9732 4882 0029
SWIFT: MKKBHUHB
Represented by: Barnabás KIS, Chief Technology Officer and
Gyula HANGYÁL, ATM Director

as customer, hereinafter referred to as “**Customer**”

and

R-SYS Ltd.

Registered seat: Dubravská cesta 3, 845 46 Bratislava, Slovakia
EU Tax number: SK 2020587910
Company registration number: 36014061
Account holder: R-SYS s.r.o.
IBAN:
SWIFT:
Represented by: Marek NÁHLIK, CEO
as supplier, hereinafter referred to as “**Supplier**”

Customer and Supplier hereinafter individually referred to as “**Party**” and jointly as the “**Parties**”

1 **Preamble**

WHEREAS,

Under an agreement concluded on 17 November 2016 (contract number: HC-2016-6884) Supplier agreed to develop, supply and licence an internet briefing system (hereinafter referred to as “**System 1.0**”) to Customer;

Customer wishes to acquire from Supplier an upgraded internet briefing system (hereinafter referred to as the “**System**”) and

WHEREAS, Supplier is willing to supply such System to Customer;

NOW THEREFORE, the Parties hereby agree as follows:

2 Definitions

In this Agreement, the following meaning shall apply to the words and abbreviations defined below, unless the context requires otherwise:

- 2.1 **“Agreement”** means this document with all its clauses and Attachments as well as subsequent amendments, if any.
- 2.2 **“Documentation”** means the documentation and the manuals referred to in the Technical Specifications. All Documentation shall be in the English language.
- 2.3 **“EUR”** means EURO.
- 2.4 **“Public Procurement Procedure”** means the negotiated public procurement procedure without prior publication launched by Customer on the subject of “Net Briefing System” on 2017 in accordance with Government Decree no. 307/2015 (X. 27.) on the specific regulations concerning the public procurements of contracting authorities operating in the utilities sector.
- 2.5 **“SAT”** or **“Site Acceptance Test”** means the activity during which the System is tested on site of installation.
- 2.6 **“Service”** or **“Services”** means all services as defined in the Technical Specifications.
- 2.7 **“System 1.0”** means the system supplied by Supplier under the Software Supply and License Agreement concluded by the Parties on 17 November 2016.
- 2.8 **“System”** means all software as described in the Technical Specifications.
- 2.9 **“Technical Specifications”** mean the finalised Technical Specifications of the Public Procurement Procedure attached to this Agreement as Attachment 1.
- 2.10 **“Work”** means the System and the Services to be supplied under this Agreement.

3 **Scope of the Agreement**

Supplier shall supply the Work. Specifically, the Supplier agrees to:

- a. develop, deliver, install and implement the System,
- b. provide licences and Documentation necessary for the proper operation of the System,
- c. provide the materials, tools and personnel necessary for performing the Agreement,
- d. provide training to the Customer's dedicated employees,
- e. provide warranty,
- f. provide support services,
- g. ensure that the System comply with the amendments of the relevant ICAO Annexes,
- h. ensure that the System shall be fully interoperable with System 1.0.

in accordance with this Agreement and Attachment 1 – Technical Specifications.

Customer shall pay the price for the Work in accordance with this Agreement.

- 3.1 The Work shall be state of the art at the time of signature of this Agreement. Supplier shall, in consultation with EUROCONTROL EAD, define the protocol and the technical parameters of the interface (including security settings and requirements) that are necessary for connecting the System to EAD; the incurring costs are included in the Price (Clause 7.1).
- 3.2 The hosting and the housing of the System shall be Customer's responsibility, therefore it shall not be part of the Work.

4 **Time Schedule**

- 4.1 The Work shall be executed in accordance with the following Time Schedule:
- a) System Design ready and approved by Customer:
 from the signature of this Agreement
 - b) Site Acceptance Certificate duly signed: at the latest
 - c) Final Acceptance Protocol duly signed: at the latest
- 4.2 Timely performance by Supplier is conditional upon fulfilment of Customer's obligations as set forth in this Agreement and timely receipt by Supplier of all documents to be furnished by Customer.

5 Installation, Site Acceptance and Final Acceptance

- 5.1 The site of installation shall be Igló u. 33-35., 1185 Budapest, Hungary.
- 5.2 Supplier shall carry out the installation with the assistance of Customer. The Customer shall have the right to stop the installation due to any unforeseeable circumstance hindering – or threatening to hinder – the smooth operation of air traffic control at its own discretion, and then to instruct the continuation of the installation. In the event the installation is temporarily halted, the respective deadlines shall be automatically extended with the duration of the standstill.
- 5.3 SAT shall take place at the site of installation. SAT shall be performed by Supplier according to the Time Schedule as set forth in Attachment 1 – Technical Specifications, with the assistance of Customer.
- 5.4 The aim of the SAT is to verify that the System running in the real system environment meets the requirements as set out in this Agreement and its Attachments.
- 5.5 Supplier shall prepare test procedures for Site Acceptance in accordance with its or its subcontractors standard documents and working procedures. The test procedures shall be sent to Customer in due time before SAT is scheduled. Customer shall agree with Supplier in advance of SAT upon any changes to the test procedures deemed necessary. The tests shall evidence that the System is ready for operation in conformity with the Technical Specifications.
- 5.6 The following categories of failures (“**Failures**”) shall apply for the SAT.

Critical: An error which prevents the accomplishment of the operational or mission essential function in accordance with the system requirement, or which does not allow the operator to perform the essential function or operation. An example would be a program halt which resulted in an abnormal termination of operations or otherwise caused unacceptable system behaviour.

Major: An error which adversely affects the accomplishment of an operational or mission essential function in accordance with the system requirement, or which adversely affects the operator’s ability to accomplish the essential function or operation so as to seriously degrade the system performance, and for which no alternative work-around solution exists.

Minor: An error which affects the accomplishment of an operational or mission essential function in accordance with the system requirement, or which interferes with the operator’s ability to accomplish the essential function or operation so as to inhibit performance, and for which there is a reasonable alternative work-around solution.

Negligible: An error which is an operator inconvenience or annoyance and produces minor operational inconsistencies but does not affect a required operational or mission essential function.

Minor or Negligible Failures shall not give the right of rejection by Customer. Such failures shall be stated in the SAT reports and shall be rectified under Supplier' warranty obligations. Critical or Major Failures shall be corrected by Supplier at its expense before the SAT is considered successful, unless otherwise agreed by the Parties in writing.

- 5.7 EAD functionally made accessible via the System shall work as if accessed via EAD Software Product; defects in EAD shall not be taken or seen as defects of the System and shall not entitle Customer to reject acceptance.
- 5.8 Upon successful completion of SAT as evidenced in the evaluated SAT reports, Supplier and Customer shall sign a Site Acceptance Certificate by their duly authorised representatives at the date of completion of SAT. Each Party shall receive a copy of the Site Acceptance Certificate. In no event shall Customer have the right to take the System into operational use before signature of the Site Acceptance Certificate.
- 5.9 After the Supplier has fully and properly complied with all of its obligations under the Agreement including its obligations regarding Documentation as well, the Parties shall sign a Final Acceptance Protocol. The Final Acceptance Protocol signed shall represent the final acceptance of the Work and start of the warranty period for the System.

6 SUPPORT

- 6.1 The Supplier shall perform support services (troubleshooting, corrections, updates, developments, releases, fixes) from the signature of Site Acceptance Certificate until the expiry of the warranty period as set out in Clause 9 to an extent of 500 engineering man working hour per year.
- 6.2 Orders for support services shall be made via fax or e-mail, the receipt thereof shall be confirmed by Supplier. Customer shall inform Supplier on the person(s) being entitled to order support services from Supplier in the name of Customer. Supplier shall, on a monthly basis, provide to Customer a timesheet of the working hours ordered and performed in the previous month, for the purpose of certifying the performance of support services.

7

Price

- 7.1 The total contractual price for the Work shall be **EUR**; in words: (hereafter referred to as “**Price**”).
- 7.2 Payments shall be effected in EUR.
- 7.3 The Price shall be firm and fixed for delivery within the contractual Time Schedule and shall be paid to Supplier net of any set-off, counterclaim, offset or withholding of any type.
- 7.4 The Price is quoted net and any taxes, levies, fees, royalties, duties or other charges that may be imposed outside of Supplier’s country of residence in relation to the Agreement or the Work are not included in the Price and shall be paid by Customer additionally.
- 7.5 The VAT payable in Hungary shall be paid in addition to the Price, in line with the currently effective legal regulations.
- 7.6 The Price does not include any special type approval that might be necessary in Customer's country of residence for connecting the System to the public telephone network. The Customer shall apply in time for obtaining any necessary consent from the respective authorities. Upon Customer’s request, Supplier shall support the Customer in all technical respects regarding such approval on a time and material basis.
- 7.7 The Price does not include the costs of applying to the Work any standards, regulations or technical requirements other than the ones that are described in this Agreement as being part of the Work. Where the laws in Hungary impose variations or additional requirements to the Work, the Customer shall notify Supplier in writing of the existence of such variations and requirements and shall be responsible for any additional costs and eventual adjustments on the Time Schedule resulting therefrom. Such notification shall be received by Supplier with enough time in advance in order to allow the Parties to negotiate and sign an amendment to this Agreement including the detailed conditions of such adjustment.

8 Terms of Payment

8.1.1 The total contractual Price shall be payable and due as follows:

30% System Design Payment - payable after the System Design Protocol certifying the completion of the System Design is signed by the person authorised to certify performance on behalf of the Customer.

50% Site Acceptance Test of the System - payable after the Site Acceptance Certificate is signed by the person authorised to certify performance on behalf of the Customer.

20% Final Acceptance – payable after the Final Acceptance Protocol is signed by the person authorised to certify performance on behalf of the Customer.

The person authorised to certify Supplier' performance on behalf of the Customer shall be Mr Gábor BAJKÓ, Head of Technical Operations and Development Department.

8.1.2 Supplier is entitled to issue the relevant invoice after the duly signed certificate of performance (System Design Protocol/Site Acceptance Certificate/ Final Acceptance Protocol) is available. The invoices shall be sent to the Finance and Accounting Department of the Customer, in registered mail with return receipt, in one original and one duplicate copy. Electronic invoices shall be sent to postazo@hungarocontrol.hu; in any other case original paper invoice should be sent to the Customer. In order to meet internal invoicing processes of Customer, the contract number of this Agreement as well as the purchase order number determined by the Customer in advance must be indicated on the invoices. Supplier shall inform (in the invoice or in its attachment) the Customer about the price of service types with special regards to the price of training and warranty.

8.1.3 In accordance with the provisions of Article 135 (1) and (5)-(6) of Act CXLI of 2015 on Public Procurement (hereinafter referred to as: **Public Procurement Act**) and Article 6:130 of Act V of 2013 on the Civil Code (hereinafter referred to as: **Civil Code**), all payments shall be made within 30 (thirty) days after the receipt of the invoice issued in line with the relevant legislation and the provisions of the present Agreement, by means of wire transfer to the bank account of Supplier as indicated in this Agreement.

8.1.4 In the event the invoice cannot be entered into the financial books or cannot be accepted due to absence of any criteria required by law or by this Agreement (e.g. if the contract number or purchase order number is missing or incorrect), then Customer shall return the given invoice to Supplier within 10 (ten) days from receiving the invoice. In such case the deadline for payment shall commence as of

receipt of the duly corrected invoice. In case of late payment, Supplier shall be entitled to charge the default interest determined in accordance with Article 6:155 (1) of the Civil Code and EU Directive 2011/7 on combating late payments i.e. European Central Bank Base Rate + 8 percentage points per annum.

- 8.1.5 Supplier acknowledges that the Customer shall not pay the consideration stipulated herein to any party other than the beneficiary identified herein, and the right to the consideration, as a claim, may not be assigned to any other party.
- 8.1.6 Supplier shall bear the bank fees applied by its bank. All other bank fees are payable by Customer.
- 8.1.7 If Customer fails to meet the terms of payment or any other obligation arising from this Agreement for reasons not attributable to Supplier, Supplier, without prejudice to any other rights granted herein or at law,
- i. may suspend performance of its own obligations until payments have been made or such other obligations fulfilled and extend the period of delivery and performance of its obligations to a reasonable extent in consideration of such delay; and
 - ii. shall be compensated by Customer for the incurred direct costs due to such delay, including, but not limited to, legal expenses, subject to presentation of reasonable evidence; and
 - iii. is entitled to charge Customer for the the default interest as defined above.
- 8.1.8 Pursuant to Article 136 (1)(a) of the Public Procurement Act, Supplier may not pay and may not book (recognise as an expense) any cost relating to this Agreement that may arise toward a company not meeting the conditions stipulated in Article 62 (1)(ka)-(kb) of the Public Procurement Act and that are capable of reducing the taxable income of Supplier.
- 8.1.9 Having regard to Article 136 (2) of the Public Procurement Act, Supplier shall attach to the Agreement an authorisation, according to which the Hungarian taxation authority may obtain information about the Supplier directly from the taxation authority having competence for the Supplier without requesting crossborder legal assistance.

9 **Warranty**

- 9.1 Supplier warrants that the System will conform to the Technical Specifications of the Agreement and the System shall be fully interoperable with System 1.0.
- 9.2 In case of any failure to meet the requirements of Clause 9.1, Supplier shall rectify such failure free of charge to Customer if such failure is reported within a warranty period of 60 (sixty) months after the signature of the Final Acceptance Protocol.
- 9.3 Software warranty shall be effected at Supplier' discretion either by remote login or on site, if necessary. Corrections of software failures by Supplier shall be performed within a reasonable time, taking into account the impact of the failure. With the exception of Catastrophic and Critical Failures, software failures have to be reproducible in order to be covered under warranty.
- 9.4 Supplier's warranty does not apply to any and all actions or claims resulting from the consequences of unauthorised alterations or changes to the Work, combination or addition of software not supplied or approved by Supplier, carried out by Customer or a third party, or resulting from any actions from Customer or a third party not maintaining and/or operating the System in accordance with the then applicable Supplier documentation. Warranty does not apply to software failures resulting from Trojan horse, virus or any other malicious external code arising on Customer's side.
- 9.5 Customer shall report software failures immediately after they occur and in accordance with the instructions and forms provided by Supplier.

10 **Force Majeure**

- 10.1 For the purposes of this Agreement, Force Majeure shall mean all events beyond the control of Supplier including but not limited to war, revolutions, serious destruction, explosion, fire, floods, severe weather, shortage of water, earthquake, epidemics, quarantine restrictions, general boycott of systems to be exported or produced by Supplier, lockouts, acts of government in either its sovereign or contractual capacity, embargoes of any kind which hinder, prevent or impede the performance by Supplier hereto of any obligations herein.
- 10.2 Supplier shall not be held liable for the consequences of any failure to perform an obligation under this Agreement, if such non- performance is caused by Force Majeure.
- 10.3 Where there has been a failure caused by Force Majeure, the said failure shall not be considered as a non-compliance with any term or condition of this Agreement. The time of performance of the obligations, which could not be performed due to Force Majeure, shall be extended adequately.
- 10.4 Supplier shall inform the Customer within a reasonable time of the occurrence of a Force Majeure event and shall keep him informed of the developments of such event.

11 Liability

- 11.1 If the Supplier fails to meet the deadline specified in the Time Schedule regarding the SAT or the final acceptance for any reason attributable to Supplier, the Customer shall be entitled to claim, as liquidated damages, contractual penalty (“late performance penalty”). The amount of the late performance penalty shall be EUR 500 for each day of such a delay. The maximum amount of the late performance penalty per event of breach shall not exceed 10% of the Price set out in Clause 7.1. Notwithstanding that, the aggregate amount of the late performance penalty payable under this Agreement shall in no event exceed the Price. The late performance penalty shall become due if the delay is eliminated or the amount of the late performance penalty reaches its maximum-per-event.
- 11.2 If the Supplier fails to properly perform its warranty obligations set out in Clause 9 in due time for any reason attributable to the Supplier, Customer shall be entitled to claim, as liquidated damages, contractual penalty (“warranty penalty”), the amount of which shall be EUR 250 for each day of the delay. The maximum amount of warranty penalty per event of breach shall not exceed 5% of the Price. Notwithstanding that, the aggregate amount of the warranty penalty payable under this Agreement shall in no event exceed the Price. The warranty penalty shall become due if the delay is eliminated or the amount of the warranty penalty reaches its maximum-per-event.
- 11.3 If performance of the Agreement becomes frustrated due to a reason attributable to the Supplier, the Supplier shall pay contractual penalty (“frustration penalty”). The amount of the frustration penalty shall be 10 percent of the Price. The performance of the Agreement shall be regarded as frustrated for reasons attributable to the Supplier, if – among others –:
- 11.3.1 the Supplier refuses to perform the Agreement without a due cause, or
 - 11.3.2 the Customer rescinds the Agreement due to the SAT being unsuccessful for the second time.
- 11.4 The Customer may claim contractual penalty even if no loss incurred. The Customer shall also be entitled to claim its losses incurred in excess of the contractual penalty according to the limitations set out in Clause 11.5-11.10. In any case, the total sum of all penalties in relation to this Agreement shall not exceed 25% of the Price.
- 11.5 Supplier shall be liable for injury to or death of persons and for direct damage to equipment of property of third parties in accordance with the applicable law, if caused by Supplier, its personnel and/or its subcontractor(s) engaged in carrying out this Agreement and shall indemnify the Customer accordingly. Supplier shall

be be liable to Customer for any direct damage caused by gross negligence or wilful act of Supplier, its personnel, subcontractors and/or representatives.

- 11.6 Notwithstanding the types of damage set out in Clause 11.5 above, Supplier shall be liable to the Customer for any direct damage arising from the performance or non-performance of its duties and obligations under the Agreement, always provided that the aggregate amount of such damage payable by Supplier to the Customer shall not exceed an amount of 100% (one hundred percent) of the total contractual Price.
- 11.7 Customer shall immediately notify Supplier of any injury or damage suffered by Customer or any claim presented from third parties. The limitation period for any claim shall be two (2) years after occurrence of the injury or damage. Supplier shall be entitled, after consultation with Customer, to conduct an investigation of the circumstances, which caused the damage or injury. Supplier shall immediately inform Customer of the results of such an investigation.
- 11.8 In all cases Customer, when establishing a liability claim or when covered by Supplier's indemnification, shall be under duty to take all necessary measures to mitigate the loss or damage which has occurred, provided he can do so without unreasonable inconvenience or cost. Should he fail to do so, Supplier shall be entitled to claim reduction in the damages.
- 11.9 Any liability of Supplier to the Customer shall cease at the end of the respective warranty period applicable for the part of work due to which the damage was caused.
- 11.10 The liability, warranty and remedies of Supplier provided under this Agreement are exclusive and in lieu of all other remedies, liability or warranty expressed or implied, statutory and of any other type, that are hereby expressly disclaimed, as far as allowed by the applicable law.

12 Intellectual Property Rights, Copyrights

12.1 The intellectual property rights in all Documentation and software supplied to the Customer shall remain the property of Supplier or its licensor. Supplier shall grant the Customer a non-exclusive non-transferable licence to use the Documentation and the software from the signature of Site Acceptance Certificate until the expiry of the warranty period, for the purpose of this Agreement and for no other purpose. The Customer shall not reproduce the Software.

After the expiry of the warranty period, the right to use the licences supplied under this Agreement will terminate automatically, unless by then a separate Support Agreement, or an EAD Support Agreement has been concluded between the Parties. Supplier will provide support services only for designated EAD Software Product(s) for which the Customer has rightfully acquired appropriate software Licence(s) to use.

12.2 With regard to any Documentation and software such as referred to in Clause 12.1, the Customer will not disclose or make available any part or parts thereof to any third party without prior written consent of Supplier.

12.3 The copyright in all documents, drawings and information supplied to the Customer in connection with this Agreement shall remain vested in Supplier or its suppliers. Such documents, drawings and information shall not be copied, disclosed or used (except for the purpose for which they were supplied) without the written consent of Supplier or its suppliers, which shall not be unreasonably withheld.

12.4 For third party software and other third party intellectual property rights, their respective license terms apply.

13 **Infringement of Patents, Design and other Rights**

- 13.1 Supplier shall fully indemnify the Customer against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of patent, design, copyright or other intellectual property rights by the normal use or possession of the Work delivered by Supplier under the Agreement, provided that the Customer i) promptly notifies Supplier in writing of any infringement of which Customer has noticed; ii) does not make any admission without Supplier' consent; and iii) allows Supplier upon its request and at its expense to conduct and/or settle all negotiations and litigation, giving Supplier all reasonable assistance.
- 13.2 This indemnity shall not apply where infringement or alleged infringement arises due to the Customer's use of the System with equipment or material not approved nor provided by Supplier or due to a modification of or alteration to the Work carried out without Supplier' prior written consent.
- 13.3 If at any time any allegation or infringement of patent, registered design, copyright or other intellectual property rights is made in respect of any parts provided or for modifications made to the System, Supplier shall at its own expense and at its discretion
1. either modify or replace such infringing portions of the Work to make them non-infringing, without detracting from the overall performance of the System; or
 2. procure to Customer the right to continue using the Work containing such infringing portions.

14 **Termination**

- 14.1 Either Party may terminate this Agreement in whole or in part upon occurrence of any of the following events: a) any material breach of this Agreement by the other Party (other than the SAT being unsuccessful repeatedly); or b) in case of the other Party entering into liquidation proceedings. The termination shall become effective 90 (ninety) days following written notice of the event, unless the event has been cured within such notice period.
- 14.1.1 In the event of termination by Customer under the conditions set forth in Clause 14.1, Customer shall pay the contractually corresponding part of the Price for the Work already delivered and not yet paid, less the payments made with respect to such Work.
- In addition, Customer shall be entitled to be compensated by Supplier for any incurred direct costs arising out of such termination, in accordance with limitations set out in Clause 11.5-11.10.
- 14.1.2 In the event of termination by Supplier under the conditions set forth in Clause 14.1, Supplier shall be entitled to receive from Customer (i) the corresponding part of the Price of the Work already delivered and not yet paid, less the payments received with respect to such Work, plus (ii) all incurred direct costs of Supplier and its subcontractors related to the Work not yet delivered at the time of such termination.
- 14.2 Either Party may rescind this Agreement in writing in whole or in part, due to a Force Majeure case as specified in Clause 10 herein, which lasts longer than 90 (ninety) days. Furthermore, the Customer shall have the right to rescind the Agreement in writing in case the SAT proves to be unsuccessful (resulting in Critical or Major Failures) for the second time. Such rescission of this Agreement shall have a retroactive effect and the Parties shall, to the extent possible and unless otherwise agreed, return within 15 days to the other Party the part of the Work already completed and the Price already paid. However, Customer shall pay adequate consideration for all parts of the Work already accepted and in use.
- 14.3 In the cases defined in Article 143 of the Public Procurement Act, Customer shall have the right, and in certain cases the obligation, to terminate this Agreement or, pursuant to the provisions of the Civil Code, to rescind this Agreement in writing.

15 **Applicable Law**

This Agreement and its content shall be governed by and interpreted in accordance with the substantive law in force in Hungary, without reference to any other laws. The application of the United Nations Convention on Agreements for the International Sale of Goods of April 11, 1980 shall be excluded.

16 **Arbitration**

- 16.1 Any differences or disputes arising from this Agreement or from agreements regarding its performance shall be settled by an amicable effort on the part of the Parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing.
- 16.2 If any attempt of settlement has failed, the disputes arising out of or in connection with this Agreement which cannot be settled amicably between the Parties shall be finally settled by the court of competent jurisdiction in Budapest, Hungary.

17 **Notices**

- 17.1 Unless expressly stated otherwise in this Agreement, each and every declaration, notice, order or any other request between the Parties concerning the performance of this Agreement shall be in writing, shall be in the English language and shall be forwarded by express mail and/or by fax to the following addresses, as appropriate:

Supplier: R-SYS Ltd.

Dúbravská cesta 3, 845 46 Bratislava 45, Slovakia

Tel.: +421 32 7433695

Fax:

Contact Person: Marek Náhlík

e-mail: info@r-sys.sk

Customer: HungaroControl Pte. Ltd. Co.

Igló u. 33-35., 1185 Budapest, Hungary

Tel.: +36/1/293-293-4639

Fax: +36/1/293--4121

Contact Person: Gergely Magyar

e-mail: magyar.gergely@hungarocontrol.hu

- 17.2 Each Party shall nominate its Project Manager not later than 30 (thirty) days after signature of this Agreement. These fully responsible Project Managers shall communicate on regular basis to discuss the progress of the Work.
- 17.3 Each Party shall communicate in writing any change of contact data or the appointment of a new Project Manager.

18 **Miscellaneous**

- 18.1 The headings given to clauses are intended for convenience of reference only and shall not affect the content or the construction of this Agreement.
- 18.2 If, for any reason, any provision of this Agreement is invalid, illegal or not enforceable, the remaining provisions hereof shall nevertheless stay effective. The Parties shall amicably attempt to agree on a new provision providing an economic effect to the Parties corresponding to the ineffective provision, which is to be replaced.
- 18.3 This Agreement shall constitute the entire Agreement and understanding between the Parties and contain all covenants, stipulations and provisions agreed upon by the Parties on the subject matter hereof, and shall supersede all prior proposals, agreements and negotiations, whether written or oral, relating to such subject.
- 18.4 Any amendments to this Agreement shall be in full compliance with Article 141 of the Public Procurement Act and shall only be effective only if made in writing and signed by the authorised representative of each Party.
- 18.5 The Attachments listed below shall form part of this Agreement. Unless otherwise provided in the Agreement the provisions of the Agreement shall prevail over those of any Attachment and the Attachment, which first appears on the list below, shall prevail over the Attachments that subsequently appear on the list.
- 18.6 Neither Party shall assign this Agreement or the rights and obligations set forth herein without the prior written consent of the other Party, which shall not be unreasonably withheld.
- 18.7 Supplier shall and/or may involve subcontractors or professionals in the performance of the Agreement pursuant to Article 138 of the Public Procurement Act.
- 18.8 With the exceptions defined in Article 43 and 44 of the Public Procurement Act, all data related to the Agreement or obtained by Customer and Supplier regarding each other in connection with the Agreement, shall constitute business secret. Supplier undertakes to handle strictly confidential all data that, pursuant to the aforesaid, constitute business secret, and shall not disclose or make available such data to third parties without the prior written consent of Customer, neither during the term of the

Agreement nor following its termination, and shall use such data exclusively for the purpose of performing the Agreement.

- 18.9 With regard to Article 136 (1) (b) of the Public Procurement Act, Supplier shall reveal its structure of ownership to Customer during the whole term of the Agreement, and shall notify Customer about any of the following transactions without delay:
- a) any legal person or entity having legal capacity under its personal law, which falls under the condition set out in Article 62 (1) (k) (kb) of the Public Procurement Act, acquires, directly or indirectly, an ownership interest exceeding 25% in Supplier;
 - b) Supplier acquires, directly or indirectly, an ownership interest exceeding 25% in any legal person or entity having legal capacity under its personal law, which falls under the condition set out in Article 62 (1) (k) of the Public Procurement Act.

19 **Effectiveness of the Agreement**

This Agreement shall be effective upon its signature by both Parties at the latest date stated below.

This Agreement is made in two English language originals, one for each Party, and shall be signed by the authorised representative(s) of each Party hereto.

Attachments

Attachment 1 – Technical Specifications

Attachment 2 – Final tender submitted by Supplier

For and on behalf of the Customer

For and on behalf of Supplier

Budapest, 2017.

Barnabás KIS

Chief Technology Officer

Gyula HANGYÁL

ATM Director

Marek NÁHLIK

CEO

HungaroControl Pte. Ltd. Co.

R-SYS Ltd.

Attachment 1 – Technical Specifications

Attachment 2 – Final offer submitted by Supplier to the Public Procurement Procedure