

INFLIGHT DUBLIN
and
JSC “UZBEKISTAN AIRWAYS”

WIRELESS SYSTEM & SERVICES AGREEMENT

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THIS AGREEMENT is made on the 14th October, 2022

BETWEEN

- (1) **INFLIGHT DUBLIN** incorporated and registered in Ireland with company number 99584, represented by CEO Mr. John White, acting on the basis of the Company Charter. Registered office is at Unit 3B, Dundrum Business Park, Dundrum, Dublin 14, IRELAND (the “**Supplier**”); and
- (2) **JSC “UZBEKISTAN AIRWAYS”**, a legal entity duly established and operating under the laws of Republic of Uzbekistan, represented by First deputy Chairman of the board Mr. Khusanov U.A., acting on the basis of the Power of Attorney No. UZB HY - 01/22 dd. 08.04.2022. Registered office is at 41 Amir Temur avenue, 100060 Tashkent, Uzbekistan (the “**Customer**”).

The Supplier and the Customer are hereinafter jointly also referred to as the “parties” and individually also as a “party”.

WHEREAS:

- (A) The Supplier is a service provider based in Dublin, Ireland that specialises in the supplying of hardware, software and content services to airlines.
- (B) The Customer, based in Tashkent, Uzbekistan wishes to utilise the Supplier's services on an lease basis for Supplied Hardware and Supplied Software on certain aircraft it operates.
- (C) The Supplier has agreed to supply its services and the Customer has agreed to take and pay for the Supplier’s services subject to the terms and conditions of this agreement.
- (D) Subsequent to the Customer’s Request for Proposal and the Supplier’s associated proposal, the parties have reached an agreement regarding their cooperation and the conditions thereof, which they have documented in this commercial agreement.

IT IS HEREBY AGREED

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

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|-----------------------|--|
| "Affiliate" | means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity (where “control” shall be as defined in section 10 of the Taxes Consolidation Act 1997 and the expression change in control shall be construed accordingly). |
| "Aircraft(s)" | means such aircraft within the Customer’s fleet, upon which the System is to be installed as specified in Schedule 2. |
| “Business Day” | means any weekday other than a bank or public holiday in Ireland. |

"Commencement Date"	means the estimated date by which the first installation of the Supplied Hardware commences as specified in Paragraph 2 of Schedule 2.
"Confidential Information"	means information of commercial value, in whatever form or medium, disclosed by the party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and, for clarity, including (in the case of the Supplier's information), information pertaining to Customers, pricing and marketing information relating to the System or any of its constituent parts, the Source Code relating to the System or any such parts.
"Content"	means the third party digital content or services which may be made available on the System.
"Data Protection Law"	means all applicable data protection law and regulations in any jurisdiction.
"Defect"	means an error in the Licensed Software that causes it to fail to operate substantially in accordance with the relevant Documentation or Technical Specification.
"Documentation"	means the documentation specified in Schedule 1 and any other operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Supplier from time to time.
"Effective Date"	means the date upon which this agreement is signed and fully executed.
"Extended Term"	has the meaning given to it in clause 24.2
"Fees"	means the amounts specified in Schedule 2 to be paid by the Customer to the Supplier.
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Initial Term"	has the meaning given to it in clause 24.2
"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all

similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Licenced purposes"	means the usage stipulated under clause 12.
"Licensed Software"	means the Supplier Software (excluding the Third-Party Software) and all Software Updates and New Versions of such Supplier Software as may be provided under this agreement pursuant to clause 12.
"Manufacturers' Warranties"	means the warranties given by any third-party manufacturer in relation to any item of the Supplied Hardware.
"Net Revenue"	Means revenue after the deduction of any taxes, duties, 3 rd party costs and any transaction, administration or service fees.
"New Version"	means a new version of the Licensed Software released by the Supplier which provides additional or improved functionality or performance.
"Normal Working Hours"	means the hours 9 am to 5 pm GMT Monday to Friday, on any Business Day.
"Operations manuals"	means the manual containing procedures, instructions and guidance for use by operational personnel in the execution of their duties as defined by the International Civil Aviation Organization.
"Permitted Purposes"	means the meaning given in clause 17.1.
"Personal Data"	means data subject to protection under Data Protection Law in any jurisdiction.
"Pre-Installation Tests"	means the tests to be carried out on the Supplier Software before delivery to any Aircraft(s) as provided for in clause 7.
"Ready for Service"	means tested and having passed or deemed to have passed the Pre-Installation Tests under clause 7.
"Services"	means the services to be provided by the Supplier under this agreement, including the Support Services.
"Software Update"	means an update of all or any part of the Licensed Software suitable for use by the Customer in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added.
"Source Code"	means the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documentation, all of a level sufficient to enable the Customer's development personnel to understand, develop and maintain that software.

"Supplied Hardware"	means all the computers and other equipment to be supplied by the Supplier as set out in Schedule 1 or any addendum to this agreement.
"Supplier Software"	means the software programs including any graphical user interfaces, provided by the Supplier to the Customer, listed in Schedule 1, or any addendum to this agreement.
"Support Services"	means the services to be provided by the Supplier under this agreement as set out in Schedule 3.
"System"	means the system consisting of the Supplied Hardware and the Supplier Software.
"System Environment"	means the required space, installation and storage environment on board the Aircrafts as may be, required by the Supplier to install the System, as may be set out in the Documentation or as specified by the Supplier from time to time.
"Technical Specification"	means the specification of the System contained in Schedule 1.
"Third Party Content"	means the third party digital content or services which may be made available on the System, which is not provided by the Supplier or developed independently by the Customer.
"Third-Party Software"	means the software programs proprietary to third parties which include any Content as set out in Schedule 2, which are to be provided to the Customer.
"Training"	means the training as specified in Schedule 2 to be provided by the Supplier as part of the Services.
"VAT"	means value added tax chargeable under the Value Added Tax Consolidation Act 2010 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.
"Work"	means all the works, duties and obligations to be carried out by the Supplier under this agreement.

- 1.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.7 Except where a contrary intention appears, a reference to a clause, schedule or annex is a reference to a clause of, or schedule or annex to, this agreement.
- 1.8 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.9 **Writing or written** includes faxes and e-mail.
- 1.10 The schedules to this agreement, together with any documents referred to in them, form an integral part of this agreement and any reference to this agreement means this agreement together with the schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.
- 1.11 If any conflict arises between the terms and conditions of this agreement and any provision of any schedule, the terms and conditions of the agreement shall prevail.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. SCOPE

- 2.1 On the terms and conditions set out in this agreement, the Supplier grants the Licence and agrees to:
- 2.1.1 supply the Supplier Software and the Documentation;
 - 2.1.2 provide reasonable assistance to the Customer for the Installation of the Supplied Hardware and Supplier Software on any Aircraft(s);
 - 2.1.3 integrate the Supplied Hardware and the Customer Software to form the System;
 - 2.1.4 provide the System Ready for Service by the Commencement Date, and;
 - 2.1.5 supply the Support Services.
- 2.2 The Fees are specified in Schedule 2.
- 2.3 The supply under clause 2.1 and Fees are subject to the terms and conditions set out in Schedule 2 of this agreement.

3. HARDWARE PRODUCTS TO BE PROVIDED

- 3.1 The Supplier shall supply all items of Supplied Hardware, together with all related documentation provided by third-party manufacturers of items of Supplied Hardware.

4. SYSTEM ENVIRONMENT

- 4.1 The Supplier shall supply to the Customer, within a reasonable time before the Commencement Date, such information and assistance as may be necessary to enable the Customer to prepare the Aircraft(s) for the installation of the relevant item of Supplied Hardware or Supplier Software.
- 4.2 The Customer shall prepare the Aircraft(s) and the System Environment in accordance with the information provided by the Supplier in advance of the Commencement Date. The

Customer may request reasonable assistance from the Supplier to carry out such preparation.

5. SUPPLIED HARDWARE

- 5.1 Insofar as far as it is able, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of Manufacturers' Warranties given by a manufacturer to the Supplier.
- 5.2 All samples, drawings or descriptive matter of the Supplied Hardware issued by the Supplier are issued for illustrative purposes only.
- 5.3 The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Supplied Hardware which are required to conform with the Technical Specification, any applicable legislation or, where the Supplied Hardware is to be supplied to the Customer's specification, which do not materially affect their quality or performance. At the same time, the supplier, 10 days before the date of such a change, must provide the Customer with a confirming document about the changes made to the specification of the equipment supplied.
- 5.4 The Supplier's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Supplied Hardware.

6. SUPPLIED SOFTWARE AND DOCUMENTATION

- 6.1 The Supplier shall carry out the Work with reasonable diligence and despatch, and with reasonable skill and expertise, to provide the Supplier Software in accordance with the Technical Specification by the Commencement Date.
- 6.2 The Supplier shall provide the Third Party Software to the Customer under the standard licence terms provided by the relevant third parties, and the Customer agrees to be bound (and acknowledges that its end-users may be bound) to the relevant third parties by such licence terms.
- 6.3 The Customer may make such further copies of the Documentation as are reasonably necessary for the use and maintenance of the System and for training the Customer's personnel in use of the System. The Customer shall ensure that all Supplier's proprietary notices are reproduced in any such copy.
- 6.4 The Customer may provide copies of the Documentation to any third party referred to in clause 17.3 who needs to know the information contained in it, provided that such third party first enters into a confidentiality obligation in accordance with clause 17.3.

7. PRE-INSTALLATION TESTING

- 7.1 The Supplier shall carry out the Pre-Installation Tests on the Supplier Software to ensure compliance with the Technical Specification. The Customer shall provide full support and cooperation to the Supplier during the testing and implementation task.

8. DELIVERY, INSTALLATION AND DELAYS

- 8.1 Supplier shall use its reasonable endeavours to deliver each item of Supplied Hardware to the Customer or the Aircraft(s) within not more 12 weeks (as agreed between the parties).
- 8.2 The Supplier shall supply to the Customer, within a reasonable time before the Commencement Date, such information and assistance as may be necessary to enable the

Customer to prepare the Aircraft(s) for the installation of the Supplied Hardware or Supplier Software.

- 8.3 The Customer shall, at its own expense, prepare the Aircraft in accordance with the information provided by the Supplier prior to the Start Date, including the provision of all necessary access and facilities reasonably necessary for the supply of the Provided equipment, software, content and services. The Customer may request reasonable assistance from the Supplier to carry out such preparation. The Supplier may charge additional fees to recover its actual losses resulting from this event. The Customer may request reasonable assistance from the Supplier to carry out such preparation.
- 8.4 Both Parties shall be responsible for ensuring that each item of Supplied Hardware is installed in the System Environment and is in working order no later than the relevant date as agreed by the Supplier and the Customer.
- 8.5 The Customer warrants that it has sufficient title in any Aircraft to permit the installation of the System and the Customer warrants that it has obtained all consents and authorisations required (if any) from any third party or under any law or regulation (and do all that is needed to maintain them in full force and effect) to permit the installation of the System and enable it to perform its obligations under this agreement.
- 8.6 The Customer shall ensure that the appropriate System Environment is maintained throughout the term of this agreement and that any Operations Manuals include relevant instructions for staff for the operation of the System. The Customer will comply with all reasonable requests of the Supplier in this regard.
- 8.7 The Customer shall be deemed to have accepted the Supplied Hardware on delivery.
- 8.8 Ownership of the Supplied Hardware shall remain with the Supplier at all times, and is provided on lease basis only to the Customer. The Customer shall:
 - 8.8.1 hold the Supplied equipment on a trust basis as the Supplier's custodian, taking into account the natural wear and tear of this equipment;
 - 8.8.2 store the Supplied Hardware (at no cost to the Supplier) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as the Supplier's property;
 - 8.8.3 use the Supplied Hardware in accordance with the instruction provided by the Supplier;
 - 8.8.4 not destroy, deface or obscure any identifying mark or packaging on or relating to the Supplied Hardware; and
 - 8.8.5 shall not sub-lease the Supplied Hardware without the explicit written permission of the Supplier.
- 8.9 The Customer shall during the Initial Term and any Extended Term:-
 - 8.9.1 ensure that the Supplied Hardware is kept and operated in the System Environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with the Documentation, Operations Manual (if applicable) and any operating instructions provided, from time to time, by the Supplier or any manufacturer of the Supplied Hardware in respect of the operation of the Supplied Hardware;

- 8.9.2 make no alteration to the Supplied Hardware and shall not remove any existing component(s) from the Supplied Hardware without the prior written consent of the Supplier unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of use, repair or maintenance) by the same component or by one of a similar make and model or an improved/advanced version of it;
 - 8.9.3 not suffer or permit the System to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;
 - 8.9.4 not use the System for any unlawful purpose; and
 - 8.9.5 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Supplied Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it.
- 8.10 The Customer's right to possession of the Supplied Hardware shall terminate immediately:-
- 8.10.1 if any of the circumstances set out in clause 25.2 arise;
 - 8.10.2 if the Customer encumbers or in any way changes any item of Supplied Hardware; or
 - 8.10.3 if the Customer fails to make any payment to the Supplier on the due date during the Initial Term or any Extended Term.
- 8.11 Terms of Delivery:
- 8.11.1 Deliverables as specified in Schedule 1 will be shipped after receiving the order for the required quantity in accordance with Incoterms 2020 on conditions CIP-Tashkent International airport, Uzbekistan.
 - 8.11.2 The shipping date is the date of the delivery to Cargo-agent of the Customer. For the shipping documents consignee address should be as follows:

JSC "Uzbekistan Airways" Amir Temur Avenue 41, Tashkent 100060, Uzbekistan
Tel. 998712-548592. Being delivered from Dublin warehouse in Unit 3 Dundrum Business Park, Dundrum, D14, Ireland. If the Supplied Hardware has a defect that makes it impossible to deliver, the said hardware shall be rejected on the territory and at the expense of the Supplier. In this case the Supplier will notify the Customer in writing and provide a Rejection Report.

9. FEES AND PAYMENT

- 9.1 The Customer shall pay fees to the Supplier in accordance with tables 2.1. and 2.2 of Appendix 2. The customer must pay the invoice within 30 days from the date of receipt of the invoice and the signed Certificate of Completion.
- 9.2 The Fees are not inclusive of any requisite taxes. The Customer shall, in addition, pay to the Supplier the amount of any tax, duty or assessment, including any applicable VAT, which the Supplier is obliged to pay and/or collect from the Customer in respect of any supply under this agreement. The Supplier undertakes to provide the Customer on an annual basis with

an Irish Tax Resident Certificate legalized at the consulate. Otherwise, non-resident income tax will be withheld from the payment amount with its further transfer to the budget of the Republic of Uzbekistan.

- 9.3 All bank charges related to the transfer of money arising in the Buyer's bank shall be paid by the Buyer and bank charges arising in the Seller's bank (including correspondent bank charges) shall be paid by the Seller.
- 9.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier the Fees on the applicable due date, interest on late payments may be applied and charged by the Supplier in its sole discretion and in accordance with, and at the rate of 0.022% as provided by, the European Communities (Late Payment in Commercial Transactions) Regulations 2012, any such interest to accrue daily for the unpaid part of the invoice till the date of actual payment. The Supplier may in its sole discretion suspend delivery of some or all of the Services until payment has been made in full in accordance with clause 9.1 above.
- 9.5 In case of repeated violation of the terms of payment by the Customer within 3 months continuously, the Supplier may, at its discretion, suspend the provision of some or all services until full payment for these services in accordance with clause 9.1.

10. CHANGE CONTROL AND TECHNOLOGY SUBSTITUTION

- 10.1 The Customer may, by giving written notice to the Supplier at any time during the term of this agreement, request a change to the System.
- 10.2 Within seven Business Days of receipt of such notice, the Supplier may, but is not obliged to, prepare for the Customer a written quote of any increase or decrease in the Fees, and of any effect that the requested change would have on the capabilities and functionalities of the System and the Commencement Date.
- 10.3 Within 14 Business Days of receipt of any written quote referred to in clause 10.2 the Customer shall inform the Supplier in writing of whether or not the Customer wishes the requested change to be made. If the change is required, the Supplier shall not make the requested change until the parties have agreed and signed a written agreement specifying, in particular, any changes to the Commencement Date and Fees.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Except as otherwise specified in this agreement or as may be required and expressly consented to in writing all Intellectual Property Rights of either party shall remain vested in that party. To the extent that either party shall reasonably require use of any Intellectual Property Rights of the other party, that party may use the same solely and exclusively for the purposes contained in this agreement and for no other purpose.
- 11.2 Each of the parties hereby acknowledges that the full legal and beneficial ownership of and all rights in their respective Intellectual Property Rights and any goodwill in such Intellectual Property Rights shall remain with such party and each of the parties hereby irrevocably and unconditionally agrees and covenants that it will acquire no right, title or interest in any of the Intellectual Property Rights of the other party or any rights relating thereto save and except as may be expressly provided for in this agreement.
- 11.3 Neither party to this agreement shall be involved in any activity for the duration of this agreement which may bring either party's Intellectual Property Rights or any rights relating thereto into disrepute.

- 11.4 The Intellectual Property Rights in the Licensed Software and the Documentation (other than the Third-Party Software) are, and shall remain, the property of the Supplier, and the Supplier reserves the right to grant a licence to use such System to any other party or parties.
- 11.5 The Licensed Software and the Documentation are proprietary to the Supplier (or the appropriate third-party rights owner(s)) and the Customer acquires no rights in or to the Licensed Software or the Documentation other than those expressly granted by this agreement.
- 11.6 The Customer shall use reasonable endeavours to prevent any infringement of the Supplier's Intellectual Property Rights in the Licensed Software and shall promptly report to the Supplier any such infringement that comes to its attention. In particular, the Customer shall not permit third parties to have access to the Licensed Software without the prior written consent of the Supplier, who may require that such third party executes a written confidentiality agreement before being given access to the Licensed Software.
- 11.7 The Customer grants to the Supplier a non-exclusive royalty-free licence to use the Intellectual Property Rights in any corporate branding of the Customer that the Customer wishes to be included in the Licensed Software. The Supplier may only use the Intellectual Property Rights licenced to it under this clause 11.7, for the sole purpose of customising the Licensed Software under this agreement. The Supplier has and will acquire no rights in the Intellectual Property Rights in any corporate branding of the Customer by virtue of the discharge of its obligations under this agreement, except for the right to use any such Intellectual Property Rights to develop the Licensed Software, as agreed by the Customer.

12. SOFTWARE LICENCE AND DOCUMENTATION

- 12.1 The Supplier grants, subject to the terms of this agreement, the Customer the non-exclusive, non-transferable and non-sublicensable right (subject to clause 23) to use the Licensed Software only on the Supplied Hardware (in accordance with and the Documentation) on the Aircraft(s) ("**Licensed Purposes**"). The Customer may only use the Licensed Software with other software where permitted to do so in the Documentation and with the prior written consent of the Supplier (where applicable).
- 12.2 In relation to Licensed Purposes:-
- 12.2.1 the Customer may not use the Licensed Software other than as specified in clause 12.1 without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier;
 - 12.2.2 the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Licensed Software in whole or in part; and
 - 12.2.3 the Customer shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any Third Party Software standard terms set out in clause 6.2.
- 12.3 The Supplier may treat the Customer's breach of any Third Party Software standard terms set out in clause 6.2 as a breach of this agreement.

13. TRANSFER OR REPRODUCTION OF LICENSED SOFTWARE

- 13.1 The Supplier shall at all times own all copies of all or any part of the Licensed Software. For copies recorded on a tangible medium, the Customer shall place on each copy of all or any part of the Licensed Software a clearly visible label indicating that the copy is the property of the Supplier and reproducing the Supplier's proprietary rights notice. For electronic copies, the Customer shall ensure that all proprietary notices and any end user licence agreements contained in the Licensed Software shall be maintained therein and shall display when the software is run, in the same way as in the case of the Licensed Software as supplied by the Supplier. The Customer agrees that any end-user of the Licensed Software shall be bound by any end user licence agreements included therein.
- 13.2 The Customer shall:
- 13.2.1 have no right to access or use the source code of the Licensed Software;
 - 13.2.2 not sub-license, rent, lend, assign or transfer in any other way this agreement or the Licensed Software to any person without the prior written consent of the Supplier; and
 - 13.2.3 not give access to the Licensed Software through any network of computers to users who are not employees, agents or customers (in compliance with the terms of this agreement) of the Customer.

14. SUPPORT SERVICES

- 14.1 The Supplier shall provide the Support Services (as set out in Schedule 3) during the Initial Term and any Extended Terms.
- 14.2 The Supplier shall use reasonable efforts to assist the Customer in enforcing any Manufacturer's Warranties with respect to the Supplied Equipment.

15. TRAINING

- 15.1 The Supplier undertakes to provide the Training, if requested by the Customer, in accordance with Schedule 2.

16. SUPPORT SERVICES: CUSTOMER'S OBLIGATIONS

- 16.1 During the term in which the Support Services are to be provided under clause 14, the Customer shall not, without the Supplier's prior written approval, allow any person other than a representative of the Supplier to modify, repair or maintain any part of the Licensed Software.
- 16.2 The Customer shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the Work, including provision of information and data, making available suitably qualified employees and contractors of the Customer and provide access to the Customer's systems for the purpose of carrying out testing, diagnostics and correction of Defects, provided that such access shall be direct or remote, at the Customer's option, and that, in the latter case, it will be subject to the Supplier's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by the Supplier.
- 16.3 The Customer shall comply, as soon as reasonably practicable, with all the Supplier's reasonable requests for information or assistance.

17. CONFIDENTIALITY

- 17.1 Each party undertakes not to use the other party's Confidential Information otherwise than in the exercise and performance of its rights and obligations under this agreement ("**Permitted Purposes**").
- 17.2 In relation to the Customer's Confidential Information:
- 17.2.1 the Supplier shall treat as confidential all Confidential Information of the Customer supplied under this agreement; and
 - 17.2.2 the Supplier may provide any subcontractor authorised under clause 23 with such of the Customer's Confidential Information as it needs to know for the Permitted Purposes, provided that such sub-contractor has first entered into a written obligation of confidentiality owed to the Supplier in terms similar to clause 17.2.1 (which the Supplier shall ensure is adhered to).
- 17.3 In relation to the Supplier's Confidential Information:
- 17.3.1 the Customer shall treat as confidential all Confidential Information of the Supplier contained or embodied in the System or Documentation, or otherwise supplied to the Customer during the performance of this agreement;
 - 17.3.2 the Customer shall not, without the prior written consent of the Supplier, divulge any part of the Supplier's Confidential Information to any person other than other employees of the Customer or any of its Affiliates who need to know it for the Permitted Purposes; and
 - 17.3.3 the Customer undertakes to ensure that the persons mentioned in clause 17.3.2 are made aware, before the disclosure of any part of the Supplier's Confidential Information, that the same is confidential and that they owe a duty of confidence to the Customer in terms similar to clause 17.3.1 (which the Customer shall ensure is adhered to).
- 17.4 The restrictions imposed by clause 17.1, clause 17.2 and clause 17.3 shall not apply to the disclosure of any Confidential Information which:
- 17.4.1 is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 17;
 - 17.4.2 before any negotiations or discussions leading to this agreement was already known by the receiving party (or, in the case of the Customer, any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of the Customer, the Customer and its Affiliates were) not bound by any form of confidentiality obligation; or
 - 17.4.3 is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).
- 17.5 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential

Information and shall offer reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

17.6 This clause 17 shall remain in full force and effect in the event of any termination of the Licence or this agreement.

18. DATA PROTECTION

18.1 The following definitions apply:

18.1.1 the terms "data controller", "data processor", "data subject" and "processing" bear the respective meanings given them in the Data Protection Acts (Ireland) 1988-2003 and all other applicable laws.

18.1.2 data includes Personal Data.

18.1.3 "**Customer Passenger Personal Data**" means any Personal Data provided by or on behalf of the Customer.

18.2 The Supplier shall:

18.2.1 only carry out processing of any Customer Passenger Personal Data on the Customer's instructions; and

18.2.2 implement appropriate technical and organisational measures to protect any Customer Passenger Personal Data against unauthorised or unlawful processing and accidental loss or damage.

18.3 The Supplier shall promptly and fully notify the Customer in writing of any notices in connection with the processing of any Customer Passenger Personal Data, including subject access requests, and provide such information and assistance as the Customer may reasonably require.

18.4 The Customer acknowledges that the Supplier will be acting as a data processor, rather than as a data controller, in respect of all such data processing activities which the Supplier carries out under this agreement.

18.5 The parties agree that the Supplier shall have a royalty-free, non-exclusive, perpetual, worldwide licence to access, view, analyse, combine, aggregate or howsoever otherwise mine anonymised data generated by the Customer's (or any end-user's) use of the System.

19. EXPORT

19.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

20. WARRANTIES

20.1 The Supplier warrants and represents that:

- 20.1.1 the Licensed Software and Documentation are proprietary to the Supplier (except where otherwise stated in Schedule 1) and that it has the right to license all Intellectual Property Rights in and to the Supplier Software and Documentation to the Customer and to provide the Support Services to the Customer;
 - 20.1.2 none of the Software Updates, New Versions and Documentation supplied by the Supplier under this agreement infringes the Intellectual Property Rights of any third party;
 - 20.1.3 the Licensed Software at the Commencement Date, and for six months after that date, will perform in accordance with the Technical Specification;
 - 20.1.4 it will perform the Support Services in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent staff with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to meet such requirements;
 - 20.1.5 it is in compliance with, and will perform the Support Services in compliance with, all applicable law and regulations; and,
 - 20.1.6 All hardware delivered is new and free of defects upon the time of shipping.
- 20.2 The sole remedies for breach of the warranties in clause 20.1.1 and clause 20.1.2 are set out in clause 22.
- 20.3 The sole remedy for breach of the warranty under the clause 20.1.3 shall be correction of Defects by the Supplier within a reasonable time from notification by the Customer of the Defect that constitutes such breach.
- 20.4 The warranties set out in clause 20.1 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this agreement. Without limitation, the Supplier specifically denies any implied or express representation that the System will be fit:
 - 20.4.1 to operate in conjunction with any hardware items or software products other than with those hardware items and software products that are identified in the Documentation as being compatible with the System; or
 - 20.4.2 to operate uninterrupted or error-free.
- 20.5 Supplier does not warrant that it will be able to correct all Defects, nor that any Defect that does not materially affect Customer's operations using the Licensed Software will be corrected immediately.
- 20.6 Any unauthorised modifications, use or improper installation of the System by or on behalf of the Customer shall render all of the Supplier's warranties and obligations under this agreement null and void.
- 20.7 The Supplier shall not be obliged to rectify any particular Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of the Supplier.
- 20.8 The Customer acknowledges that the only warranties in relation to the Supplied Hardware are those contained in the Manufacturers' Warranties, and that to the extent that any of such warranties are given to the Supplier, it will pass on the benefit of such warranties to the

Customer pursuant to clause 5.1 and the Supplier makes no warranties, express or implied and, to the fullest extent possible under applicable law, hereby expressly disclaims any warranties, express, implied or statutory with respect thereto.

- 20.9 The Customer acknowledges that the only warranties in relation to the Third-Party Software or the supply thereof are those contained in the licence from the third-party supplier(s) of the same, and that to the extent that any of such warranties are given to the Supplier, it will pass on the benefit of such warranties to the Customer.
- 20.10 Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents, to enter into and perform this agreement, and that those signing this agreement are duly authorised to bind the party for whom they sign.

21. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 21.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with use of the Inflight Content, the Licensed Software, any Software Update, New Version or receipt of the benefit of the Services, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity ("**Claim**"), the Customer:
- 21.1.1 within 24 hours, or as soon as reasonably possible, of becoming aware of any information relating to a Claim, gives written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail and, where possible, give an estimate of the potential liability comprised in the Claim;
 - 21.1.2 does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 21.1.3 gives the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
 - 21.1.4 subject to the Supplier providing security to the Customer (to the reasonable satisfaction of the Customer) against any claim, liability, costs, expenses, damages or losses which may be incurred, the Customer shall take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.
- 21.2 Each of the parties to this agreement irrevocably and unconditionally agrees and undertakes with the other party to procure that all steps are taken to ensure that any and all Claims are minimised to the fullest possible extent and that all acts and omissions as may be appropriate and pertinent will be applied to ensure that any and all such Claims are mitigated

to the fullest extent possible. Nothing in this agreement shall in any way restrict or limit the general obligation of the parties to mitigate any loss or damage which may be suffered in consequence of any matter giving rise to a Claim (or capable of doing so) against the Supplier.

- 21.3 If the Supplier has paid to the Customer an amount in respect of any Claim and such amount or any part thereof is subsequently recovered by the Customer from a third party in respect of the same claim or circumstance, then the Customer shall forthwith repay to the Supplier the sum so recovered (after deducting all fees, costs and expenses reasonably and properly incurred by the Customer in recovering such sum) from the third party.
- 21.4 If any claim under this Clause relates to a liability which, at the time that such Claim or circumstance is notified by the Customer to the Supplier, is contingent only, then the Supplier shall not be under any obligation to make any payment to the Customer in respect thereof unless and until such time as the contingent liability ceases to be contingent and becomes actual.
- 21.5 To the extent that a party makes an overpayment or, as the case may be, an underpayment, to the other party, the parties shall be responsible for ensuring that such overpayment is reimbursed or, as the case may be, a further payment is made to correct such underpayment and the liability of each party to the other for over and under payments under this agreement only is limited to this extent.
- 21.6 Without prejudice to clause 21.6, the Supplier shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights:
- 21.6.1 caused or contributed to by the Customer's use of the Inflight Content in contravention of this agreement;
 - 21.6.2 caused or contributed to by the Customer's use of Third Party Content on the Supplier Software;
 - 21.6.3 caused or contributed to by the Customer's use of the Supplier Software in combination with software not supplied or approved in writing by the Supplier (other than the operating system of any Supplied Hardware.
 - 21.6.4 based on use of any version of the Supplier Software other than the latest version supplied by the Supplier, if such claim could have been avoided by the use of such supplied version;
 - 21.6.5 where the claim for infringement arises in respect of a feature of the System which was specified by the Customer in the Technical Specification;
 - 21.6.6 caused by use by any end-user of the System which contravenes any end user licence agreement included in the Licenced Software, Third Party Software or Content.
- 21.7 If use of the System or receipt of the benefit of the Support Services becomes, or, in the opinion of qualified legal counsel, is likely to become, the subject of any such Claim, the Supplier may:
- 21.7.1 replace all or part of the System with functionally equivalent software or documentation without any charge to the Customer;
 - 21.7.2 modify the System as necessary to avoid such claim, provided that the System (as amended) functions in substantially the same way as the System, the Software Updates or the New Versions (as the case may be) before modification;

- 21.7.3 procure for the Customer a licence from the relevant claimant to continue using the System, the Software Updates or the New Versions (as the case may be).
- 21.8 If:
- 21.8.1 use of the System is determined in a court of law to be infringing;
 - 21.8.2 the Supplier is advised by a solicitor of at least ten years' admission to the roll that use or possession by the Customer of the Licensed Software and/or the Documentation in accordance with this agreement is likely to constitute infringement of a third party's rights; or
 - 21.8.3 an injunction or similar order is granted in connection with any claim falling within the scope of clause 22.1 which prevents or restricts the use or possession by the Customer of the Licensed Software and/or the Documentation in accordance with this agreement,

and the Supplier is unable, after best efforts, to procure for the Customer the right to continue using the System, or to provide the Customer with functionally equivalent non-infringing software, this agreement and the Licence will be terminated.

- 21.9 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Customer shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Customer in respect of the payment is the same as it would have been were the payment not subject to tax.
- 21.10 Nothing in this clause shall restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 21.11 Notwithstanding any other provision in this agreement, clause 20.1 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession, use, development, modification or maintenance of any Third Party Software or Third Party Content or through the breach of any third party licence related thereto by the Customer howsoever arising.

22. LIMITATION OF LIABILITY

- 22.1 Neither party excludes or limits liability to the other party for:
 - 22.1.1 fraud or fraudulent misrepresentation;
 - 22.1.2 death or personal injury caused by negligence; or
 - 22.1.3 any matter for which it would be unlawful for the parties to exclude liability.
- 22.2 Subject to clause 22.1, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - 22.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 22.2.2 any loss or corruption (whether direct or indirect) of data or information;

- 22.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 22.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 22.3 Clause 22.2 shall not prevent claims, which fall within the scope of clause 22.4, for:
 - 22.3.1 direct financial loss that are not excluded under any of the categories set out in clause 22.2.1 to clause 22.2.4; or
 - 22.3.2 tangible property or physical damage.
- 22.4 Subject to clause 22.1, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall in respect of any cause of action related to the provision of the Support Services, be limited to the total Fees paid for the Support Services by the Customer to the Supplier during the 6 month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 6 months had elapsed from the date of this agreement, during that shorter period.
- 22.5 Any dates quoted for delivery of the Work or the Support Services are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Work or the Support Services that is caused by an event, circumstance or cause within the scope of clause 33 or the Customer's failure to provide the Supplier with adequate delivery instructions.

23. ASSIGNMENT AND SUBCONTRACTING

- 23.1 Subject to clause 23.3, this agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23.3 The Supplier may assign or subcontract any or all of its rights and obligations under this agreement.
- 23.4 The Customer may not assign or subcontract any or all of its rights under this agreement save with the consent of the Supplier in writing.
- 23.5 Notwithstanding clause 17, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 23.5 shall be made until notice of the identity of the proposed assignee has been given to the other party.

24. DURATION

- 24.1 The terms of this agreement shall come into effect on the Effective Date.
- 24.2 This Agreement and the License are effective for thirty-six (36) months from the Effective Date (the "Initial Term"), while Uzbekistan airways JSC reserves the right to terminate the

use of the Service (terminate the agreement) at the end of the first 12 months. The Agreement automatically renews for 12 months thereafter ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party no later than 3 months prior to the end of the Initial Term or the applicable Extended Term to terminate this agreement at the end of the Initial Term or the applicable Extended Term, as the case may be.

- 24.3 Termination at the end of the first 12 months, as detailed in clause 24.2, is only executable by the Customer once all five aircraft have utilized the System for at least 12 consecutive months.
- 24.4 If the contract is not terminated after the first 12 months, or, when 12 months has elapsed with five aircraft in full operation with the System, the 36 month term will be extended by the associated number of months the three aircraft were initially in operation for.

25. TERMINATION

- 25.1 The parties agree that the Supplier may terminate the agreement and re-possess the equipment at any time during the Initial Term or any Extended Term thereafter if the Customer fails to pay the Fees in accordance with the terms of Schedule 4.
- 25.2 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement, the Licence and/or the Support Services with immediate effect by giving written notice to the other party if:
- 25.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 6 month after being notified in writing to make such payment;
 - 25.2.2 the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 25.2.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 25.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts as they fall due;
 - 25.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 25.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 25.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - 25.2.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 25.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 25.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 25.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 25.2.4 to clause 25.2.10 (inclusive);
 - 25.2.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 25.2.13 any warranty given in clause 20 is found to be untrue or misleading.
- 25.3 On termination of the Licence, the Customer shall either return to the Supplier or, at the Supplier's option, destroy all material copies of the Licensed Software and Documentation, and shall ensure that any copies of the Licensed Software on hard discs or other storage means associated with any computer equipment owned or controlled by the Customer are permanently deleted.
- 25.4 Other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination.
- 25.5 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including clause 1, clause 17 to clause 21.11, and clause 24.2 shall remain in full force and effect.
- 25.6 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 25.7 Notwithstanding its obligations in this clause 25, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.
- 25.8 On termination of this agreement for any reason, each party shall as soon as reasonably practicable:
- 25.8.1 return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to

the other party. If required by the other party, it shall provide written evidence no later than 10 Business Days after termination of this agreement that these have been destroyed and that it has not retained any copies of them (except for one copy that it may use for audit purposes only and subject to the confidentiality obligations in clause 17), provided that the Customer may retain copies of any Supplier Confidential Information incorporated into the Supplier Software or to the extent necessary to allow it to make full use of the Services and any Supplier Software;

- 25.8.2 permanently delete any proprietary software belonging to the other party and not the subject of a current licence granted by the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party. Each party shall provide written confirmation no later than 10 Business Days after termination of this agreement that this software has been deleted;
 - 25.8.3 subject to clause 25.9, return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them, provided, regarding the Customer's rights under this clause 25.8.3, that the Customer has (if appropriate) paid the Supplier in full for such equipment and materials. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping.
- 25.9 On termination of this agreement for any reason, the Supplier shall promptly refund such portion of the Fees or Support Fees (as the case may be) as relates to the period after expiry on a pro rata basis.
- 25.10 Upon termination of this agreement for any reason, the Customer shall immediately pay all outstanding invoices due to the Supplier. Supplier shall invoice for any Services rendered by it that are not invoiced, and Customer shall pay such invoices promptly upon receipt.

26. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

27. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. ENTIRE AGREEMENT

- 28.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

29. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

30. SEVERANCE

30.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

30.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

31. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

32. NO PARTNERSHIP OR AGENCY

32.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

32.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

33. FORCE MAJEURE

33.1 Neither party will be in breach of this agreement and shall not be liable for any delay or failure to perform any of its obligations under this agreement if such delay or failure is the result of events, circumstances or causes beyond its reasonable control. In such circumstances, the period of performance is extended for a period equal to the period during which the performance of the obligation was delayed or not performed.

33.2 Such emergency events include: flood, fire, earthquake, explosion, storm, subsidence of soil, epidemics and other natural phenomena, as well as war, hostilities and / or a terrorist act, a strike in an industry or region, a decision by a state authority or government , or actions committed by them that led to the impossibility of fulfilling the agreement.

The party for which the impossibility of fulfilling obligations has been created, due to force majeure, must not later than five days from the moment they occur, notify the other Party in writing on the occurrence of circumstances, the expected duration and termination of the above circumstances.

- 33.3 In the absence of timely notification of the occurrence
force majeure circumstances, the guilty Party is obliged to compensate the other party for losses caused by untimely notification.
- 33.4 The occurrence of force majeure circumstances entails an increase in the term for the execution of the agreement for the period of their validity.

34. NOTICES

- 34.1 Any notice required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid registered post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at the address set out above or as otherwise specified by the relevant party by notice in writing to each other party.
- 34.2 Any notice shall be deemed to have been duly received:
- 34.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;
 - 34.2.2 if sent by pre-paid registered post or recorded delivery, at 9.00 am on the second Business Day after posting; or
 - 34.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 34.3 A notice required to be given under this agreement shall be validly given if sent by e-mail to the following addresses;
- The Supplier:
- mails@inflightdublin.com
- The Customer
- Sherzod.Ziyamukhamedov@uzairways.com
- 34.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

35. DISPUTE RESOLUTION

- 35.1 Any dispute which may arise between the parties concerning this agreement shall be determined as provided in this clause 35.
- 35.2 For the purpose of this clause 35, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- 35.3 Unless this agreement has already been terminated by the date of the notice of dispute, the Supplier shall, in every case, continue with the Work with all due diligence regardless of the nature of the dispute and the Customer shall continue to make payments in accordance with Schedule 4.

35.4 After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 35.4 shall be extendable by mutual agreement):

35.4.1 within two days, Authorised Representatives of each party shall meet to attempt to settle the dispute; and

35.4.2 if the Authorised Representatives are unable to reach a settlement within seven days from the date of service of the notice, the managing directors of each of the parties shall meet within the following seven days to attempt to settle the dispute.

36. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the party raising the dispute or claim.

37. JURISDICTION

The parties irrevocably agree that the courts of the party raising the dispute or claim shall have exclusive jurisdiction to settle any such dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1
Hardware and Software

PART A: SUPPLIED HARDWARE

Table 1.1: Supplied Hardware List

Product Name	Quantity
Portable Wireless Servers	10
Batteries	40 (inclusive of 20 spare)
Battery Chargers	4

Server Features

- 4.3" LCD touchscreen interface
- Multi-User, Streaming Audio, Video-on-Demand Services
- Open Source Software and Easily Customizable
- Hot-swappable batteries, ensuring continuous and uninterrupted service
- Swappable Hard Drive Content Storage resulting in immediate loading of content

Table 1.2: Server Hardware Specifications

Specifications	
Mechanical Specifications	Weight: 2.9 KG
	Dimensions 267mm Width x 205mm Depth x 160mm Height (10.5" x 8.1" x 6.3").
	Sheet Metal Housing with Plastic WAP Cover
Electrical Specifications	4.3" LCD touchscreen interface
	Power Input: 24V DC (Rated at 6.3 AMPS) for charging or Hybrid mode
	Integrated 3G/4G/LTE Network Module (SIM Card required)
	250GB internal storage and 1TB-3TB removable SSD content storage
	Passive Cooled Celeron Processor with 18.04 Ubuntu OS
	System Memory: 8GB RAM
	Other Inputs: One USB 3.0 connector, two USB 2.0 connectors, one USB C, Mini sim card slot for 3G/4G/LTE operation
	Ports: HDMI port, Industrial Ethernet LAN port (RJ-45), USB for data upload or external device connection
	USB for data upload or external device connection
	Internal Protection: Fuse for short cut condition and thermal switch for overheat condition
	D-Link WAP supporting 2.4GHz and 5.0GHz radios
	Wi-Fi Frequency: 2.4 GHz (802.11b, 802.11g and 802.11n) and 5.0 GHz (802.11a, 802.11n and 802.11ac) bands
	Wi-Fi Rate: Up to 400 Mbps over 2.4 GHz , 867 Mbps over the 5.0 GHz
Wi-Fi EIRP: <20 dBm (100 nW)	
Certification	Server and batteries certified under <ul style="list-style-type: none"> - DO-160G - UL2054, IEC62133, IEC 62368-1, UN38.3, CE and FCC
	Battery certified under: <ul style="list-style-type: none"> - UL2054, IEC62133, IEC 62368-1, UN38.3, PI 965 with UN3480. CE and FCC

Battery Hardware Specifications

- 2 x 96Wh battery power source with intelligent power supply (one battery in use at a time)
- Up to 14 hours' operation. This is subject to proper use as set out in the Documentation or any instructions provided by the Supplier throughout the course of the agreement.
- Weight: 560g each.

Battery Charger

- Six bay battery charger for use in "hot swap" deployments
- Charges up to six Everhub batteries simultaneously
- Auto switching 110/240 Volt power supply

The Supplied Hardware will be provided in accordance with a rollout schedule to be agreed between the Customer and the Supplier.

Hardware shall be configured and used according to the Supplier's specifications.

TEMPORARY HARDWARE

Additional hardware may be issued to the Customer on a temporary basis for the purpose of updating, troubleshooting or demonstrating new features. This includes, but is not limited to:

- USB drives for Content & Software updates
- Solid State Drives for Content & Software updates
- Tools or connectors

Tools for remote synchronisation and diagnostics

- Huawei 525-4G 300Mbps mobile Wi-Fi Router (for remote synchronisation and diagnostics)
- Netgear GS316-100UKS 16-Port Gigabit Ethernet Desktop Switch

Other supplied items

- Optional Everhub Server Carry case
- Optional Battery Carry case (takes four spare batteries)

All temporary hardware will be issued with instructions and usage conditions. The Customer agrees to adhere to these conditions and return the hardware to the Supplier within one week of completion of the intended activity.

PART B: SUPPLIER SOFTWARE

Table 1.3: Supplied Software List

Service Name	Description
Branded User Interface known as the “PAX Application”	Brand-aligned user interface for Web and Mobile platforms with browser-based DRM content player.
PAX Application Languages	The PAX application shall be available in English and French languages – users can individually configure their device to display any included feature language.
PAX Application access	The PAX Application will be unrestricted access, any user will be able to connect to the network and access all content.
Everhub back-office portal known as “Control Centre”	Web based portal for administrative access to system status reports. Password restricted access to a limited number of members of the Customer’s personnel based on role.
Support portal known as “Helpdesk”	Web based portal providing trouble shooting materials and with access to raising support requests relating to particular issues. Password restricted access to a limited number of members of the Customer’s personnel.

Table 1.4: Software Specifications

Component	Description
Video File Specs	MP4 H.264 at 1 - 1.5Mbps
Audio File Specs	MP3 at 128Kbps
Device Compatibility	Smart Phones, Tablets, Laptops
Browser Compatibility	<p>iOS Browsers:</p> <p>Safari latest two releases</p> <p>Chrome latest two releases (Chrome 75+)</p> <p>Android & Windows Desktop Browsers</p> <p>Chrome latest two releases (Chrome 75+)</p> <p>Note: Android devices must be capable of playing Widevine DRM content, iOS devices must be capable of playing Fairplay DRM content</p>

SCHEDULE 2
Aircraft, Critical Dates, Location, Training, Fees and Charges

1. **AIRCRAFT**

A321 x 5

2. **COMMENCEMENT DATE**

The commencement date of this agreement will be a maximum of 12 weeks from the execution of this contract and will run for a period of 36 months.

3. **LOCATION**

All aircraft for Hardware delivery are based in Tashkent, Uzbekistan.

4. **TRAINING & SUPPORT**

Up to four consecutive days of training and setup support will be provided free of charge by the Supplier to the Customer remotely or on site at the discretion of the Customer. The date and time for this training will be mutually agreed between the two parties. Additional on-site Support and Training, at the request of the Customer, can be provided at a fee rate of USD \$1,350 per day, excluding flights, accommodation and sustenance.

5. **FEES & CHARGES**

The Customer shall pay a one-time payment and an operating lease fee to the Supplier in accordance with tables 2.1. and 2.2. The customer must pay the invoice within 30 days from the date of receipt of the invoice and the signed Certificate of Completion/ or Receipt of goods in the territory of the Republic of Uzbekistan after Customs clearance

Table 2.1 – Non-Recurring Pricing Table

Item	Unit	Qty	Cost Per Unit
Everhub Server Unit (2 per AC)	Per Server	10	\$0.00
Everhub Batteries	Per Battery	40	\$0.00
6 Bay Charger Unit	Per Charger Unit	4 - 7	\$0.00
Software Customisation & GUI Design	Per Airline	1	\$0.00
Server retention tray and strap design	Per Aircraft Type	1	\$3,950.00

Installation Kit (retention tray plat and straps)	Per Server	10	\$490.00
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Table 2.2 – Operating Lease Fee Table

Item	Unit	Cost Per Unit
License Fee (inclusive of hardware support, software license, DRM platform license) and all post-production/technical/integration work for content.	Per Aircraft Per Month	\$1,150.00

Operating Lease fees are based on two servers per aircraft and a minimum of 3 aircraft.

Additionally, all pricing is subject to the Terms and Conditions as detailed in Schedule 4.

SCHEDULE 3
Support Services

1. The Supplier shall supply the Customer with Software Updates in machine-readable form together with related amendments to the documentation. The Supplier may make such Software Updates available and will promptly notify the Customer when such Software Updates are available.
2. The Supplier shall ensure that support is available by telephone and email during normal working hours to provide assistance to the Customer in respect of remedying defects in the Licensed Software.
3. The Supplier provides a query raising Helpdesk platform for the Customers use. This platform allows the Customer to raise any queries with regard to Hardware and/or Software. The Customer will adhere to raising queries within this Helpdesk platform to ensure all queries are captured accordingly and dealt within the scheduled timeframe as per the terms of this agreement.
4. The Supplier shall use reasonable endeavours to correct defects in the Supplier's Software notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:
 - a. the Customer shall promptly notify the Supplier of all defects in the Supplier's Software. Where such notifications are made orally, the Customer shall provide written confirmation (which will be sent via the Helpdesk Platform) of the notification within two business days;
 - b. within twelve hours of such notification, the Supplier shall acknowledge receipt of the notification and shall determine, in consultation with the Customer, how seriously the defect affects the Customer's operations;
 - c. if a notified defect in the Supplier Software halts or substantially impairs the Customer's operations which use the Licensed Software, the Supplier shall start work on correcting the defect within twenty four hours of receipt of such notification. The Supplier shall use all reasonable efforts to correct the defect as soon as possible and shall keep the Customer informed of progress towards the correction of the defect;
 - d. if a notified defect in the Supplier Software, while not halting or substantially impairing the Customer's operations, causes those operations to become significantly slowed or causes substantial inconvenience. The Supplier shall commence work on correcting the defect within forty eight hours of receipt of such notification and shall use all reasonable efforts to correct the defect as soon as possible;
 - e. in the case of defects in the Supplier Software other than those specified in clause c and clause d, the Supplier shall start work on correcting the defect as soon as the Supplier's workload allows and shall use commercially reasonable efforts to correct the defect; and
 - f. the Supplier shall not be bound by the obligations of this clause 5 in circumstances where two New Versions of the Supplier Software have been released and the Customer is using neither of these New Versions.

5. In case of late delivery, short delivery of goods, the Supplier shall pay a penalty in the amount of 0.022% for each day of delay, but not more than 2% of the value of the goods not delivered on time.
6. For the supply of low-quality products, where the System does not function onboard as agreed, the Supplier shall pay a fine equating to 0.022% of the applicable fees for every day the particular hardware/software does not function onboard. This condition assumes both Parties mutually agree that the inadequate quality is the sole responsibility of the Supplier.
7. The Supplier is not responsible for defects caused by the Customer's failure to comply with the requirements of technical and operational documentation.
8. Payment of a fine does not relieve the parties from fulfilling contractual obligations.

SCHEDULE 4
Fees & Services Conditions

The products, services and fees outlined in the above schedules are subject to the following conditions and assumptions:

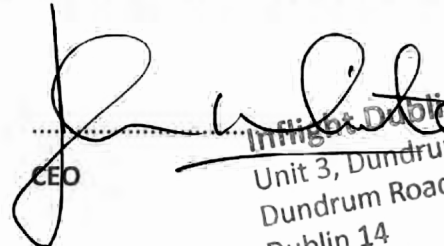
1. The fees provided in table 2.1 and 2.2 of Schedule 2 above assumes the Everhub Wireless solution will be utilised on at least 3 aircraft, namely 3 x A321 aircraft which is assumed as a minimum and is based on a minimum 3-year contract term.
2. Our quote assumes that two servers will be required for each aircraft.
3. The fees associated with Supplier's offer is based on 4 content cycles/integrations per year, with the content refreshing every three months.
4. All content must be delivered to the Supplier by the Customer's content service provider 4 weeks in advance of the agreed cycle airdate.
5. Supplier's quote assumes that Uzbek, Russian and English is required for the GUI and metadata. Any additional languages will be subject to additional fees.
6. Material costs are correct at the time of proposal submission. Any changes in the industry that may impact the pricing will be discussed with Uzbekistan Airways and agreed in advance.
7. The software customisation assumes it will be based on Supplier's baseline structure and design. Any changes to this will incur additional cost.
8. GUI design & development is based on the implementation of Uzbekistan Airways logos and brand colours on the portal. For any additional bespoke design requirements, fees will be mutually agreed in advance.
9. Pricing assumes that only movies, TV and Games, Moving Map, Airline section (digitised magazines and menus), passenger survey and data analytics are required for the wireless system. Additional services such as Audio and Publications can be provided but additional cost may apply.
10. Fees exclude the provision or integration of any additional services, such as the crew application, and on-going operational fees for any other services. However, these can be added at a later date for an additional fee upon written confirmation of both parties.
11. Following the delivery of the hardware, Uzbekistan Airways takes responsibility for the charging of batteries, management of all server-related hardware and associated logistics.
12. Uzbekistan Airways must cover any local regulatory fees if testing is required.
13. Engineering, design or T-Ped testing is not included in the pricing provided. If required, additional fees and time will apply.
14. It is assumed that all hardware will be returned to Supplier at the end of the 3 year term.
15. Our proposal does not include any fees for Design and Print advertising that may be required. A separate quote for this can be supplied once the scope of design services is defined and written confirmation of both parties is produced.
16. The fee of any ad-hoc or additional requests outside of the scope of the agreement will be mutually agreed between SUPPLIER and Uzbekistan Airways in advance of commencing any works
17. Supplier is willing to offer payment terms of strictly 30 days after receipt of invoice and signed Certificate of Completion. All charges will be denominated in US Dollars.
18. Prices quoted exclude VAT and any other applicable taxes.

19. The offer above is without prejudice and subject to a signed three-year contract between both parties.
20. Quote does not include shipping costs for any materials.
21. The Parties acknowledge and confirm that each of them has a policy of zero tolerance for bribery and corruption, implying a complete prohibition of corrupt practices and payments for facilitation / payments, the purpose of which is to simplify formalities in connection with business activities, to ensure a faster resolution of those or other questions. The Parties are guided in their activities by the applicable legislation and the policies and procedures developed on its basis, aimed at combating bribery and commercial bribery.
22. The Parties warrant that neither they nor their employees will offer, provide or consent to the provision of any corrupt payments (money or valuable gifts) to any person (including, but not limited to, individuals, commercial organizations and government officials). persons) and will not seek to receive, accept or agree to accept from any person, directly or indirectly, any corrupt payments (cash or valuable gifts).
23. If one of the Parties suspects that a violation of any of the provisions of clauses 21 and 22 has occurred or may occur, the relevant Party undertakes to notify the other Party in writing through official communication channels or by message on the helplines indicated on the official site.
24. In a written notice, the Party is obliged to refer to the facts or provide materials confirming or giving reason to believe that a violation of any provisions of clauses 21 and 22 of this agreement has occurred or may occur by the other Party, its affiliates, employees or intermediaries.
25. The Parties ensure confidentiality (commercial secrets) of information under this Supplementary Agreement, and confirms the inadmissibility of providing information under this Supplemental Agreement to third parties without the written consent of the Parties. In addition, the Supplier undertakes not to allow the transfer of personal data of the Customer's employees to third parties without the written consent of the Customer.
26. Any additional services to be implemented into the System must be first mutually agreed in writing between both parties before any work commences.

Any misunderstanding on supplier's part of the data provided will be adjusted on agreement between Supplier and Uzbekistan Airways at a later date.

IN WITNESS WHEREOF THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED ON THE DATE FIRST STATED ABOVE.

Signed by **John White**
for and on behalf of **INFLIGHT DUBLIN**
Date: 19th October 2022


CEO
Inflight Dublin
Unit 3, Dundrum Business Park,
Dundrum Road,
Dublin 14
Ireland. D14 E4P8

Bank Details:

Account Name: INFLIGHT DUBLIN

Account Number: 17604644

Currency: \$USD

Bank Address: AIB Global Treasury, Ashford House, Tara Street, Dublin 2, IRELAND

IBAN: IE23AIBK93006717604644

BIC: AIBKIE2D

Signed by **Umid A. Khusanov**
for and on behalf of JSC "UZBEKISTAN
AIRWAYS"

Date:



First deputy Chairman of the board

Bank Details:

Bank: Central operation branch of JSC National bank
for foreign economic activity of Republic of Uzbekistan.

Bank address: 101, Amir Temur avenue, Tashkent, 100084 Republic of Uzbekistan

Bank code: 00882

SWIFT: NBFAUZ2X

Account number: 2021 0840 9051 1530 7005 (USD)